CITY OF REDLANDS

CITY COUNCIL

A G E N D A

JULY 16, 2024

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member
***
JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

Recycled Paper

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, JULY 16, 2024

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

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5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

C. **Recess City Council Meeting to a Closed Session**

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Four Cases:

   a. Sedlick, et al. v. City of Redlands, et al., U.S. District Court, Central District, Case No. 5:23-cv-00457-JGB-KKx
   b. Navarrete v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2207828
   c. Salcido v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2218452
   d. Holzer v. City of Redlands, et. al., San Bernardino Superior Court, Case No. CIVSB2322787

2. a. Conference with Labor Negotiator – Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiators:	Mayor Tejeda and Mayor Pro Tempore Barich
Unrepresented Employees:	City Manager

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Saucedo- Pledge of Allegiance***
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

F. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

H. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

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1. Approve the regular meeting minutes of July 2, 2024 (City Clerk Donaldson)

2. Approve recommendation for the appointments of Stephen Crane and Don Young to serve on the Citizens' Measure T Oversight Committee (Mayor Tejeda)

3. Approve recommendations for the appointment of Rick Cummings and Edie Punt to serve on the Cultural Arts Commission (Mayor Tejeda)

4. Disclosure of Settlement Agreement and Release of All Claims - Lissette Atkinson v. City of Redlands; San Bernardino County Superior Court Case No. CIVSB 2224706 (City Attorney Garcia)

5. Adopt Resolution No. 8612 to receive an annual report of City of Redlands surplus lands (Assistant City Manager Boatman)

6. Approve First Amendment to the Public Works Contract with AME Builders, Inc. doing business as AME Roofing for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units to incorporate required federal contract provisions (Fire Chief Sessler)

7. Approve the purchase of a Genset Generator from Cummins Inc. in the amount of $72,565.61 (Fire Chief Sessler)

8. Approve the Intergovernmental/Piggyback purchase of a Dell PowerStore Storage Area Network in the amount of $163,402 from Sidepath (Management Services/Finance Director Garcia)

9. Approve an Intergovernmental/Piggyback purchase of a Rubrik Data Protection Solution services pack for $218,005 from ePlus (Management Services/Finance Director Garcia)

10. Approve Resolution No. 8613 to authorize a one-year Extension of Time to the expiration date of Conditional Use Permit No. 1136 with associated entitlements to construct a church facility and school that includes nine buildings totaling 102,574 square-feet of floor area and related site improvements on 19.46 gross acres of vacant land. The project site is located on the north side of Lugonia Avenue, and approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000) (Development Services Director Desatnik)

11. Adoption of Ordinance No. 2972 levying special taxes within the City of Redlands Community Facilities District No. 2004-1 (Development Services Director Desatnik)

12. Approve Resolution No. 8614 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District (Development Services Director Desatnik)

13. Reject all bids for the Recycled Water for California Street Orange Groves Project, Project No. S531021, and direct staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

14. Adopt Ordinance No. 2962 and Ordinance No. 2968 related to Development Impact Fees Adjustments (Municipal Utilities and Engineering Director Harris)

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15. Approve the termination of the Non-Potable Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

16. Approve Amendment No. 1 to the San Bernardino County Transportation Authority (SBCTA) Master License Agreement (Contract No. 23-1002930) for City utilities within SBCTA rights-of-way, and determine that approval of the amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

17. Approve a Professional Services Agreement with Willdan Engineering for code enforcement services for an amount not-to-exceed $160,000 (Facilities and Community Services Director Crocker)

18. Accept the sculpture artwork donation "*Reflections"* by artist Saim Caglayan, from Tampa Tarzana, LLC (Facilities and Community Services Director Crocker)

19. Approve the in-kind support request of $6,848 from Kid's Cures Foundation, for the Downtown Redlands Artwalk to be held on October 27, 2024; a request to close East State and 5th Street; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Crocker)

20. Approve the request to hold Vibe Health and Wellness Festival event hosted by University of Redlands, Alliance For Community Transformation and Wellness (ACTW) on September 29, 2024, within Sylvan Park and the surrounding area; authorize street closures related to the event; approve a request for in-kind support in the amount of $13,820 related to the event and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

I. **Communications**

1. Redlands Conservancy Report presented by Executive Director Sherli Leonard (Facilities and Community Services Director Crocker)

J. **Public Hearings**

1. Public Hearing to consider Resolution No. 8611- Delinquent Municipal Services Account Report (Mayor to declare the meeting open as a public hearing)

   A. Resolution No. 8611 will approve the Delinquent Municipal Services Account Report and submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing (Management Services/Finance Director Garcia)

2. Public Hearing to consider Resolution No. 8618 - Delinquent Administrative Citation and Fine Report
(Mayor to declare the meeting open as a public hearing)

   A. Resolution No. 8618 will adopt the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for Lien Processing (Facilities and Community Services Director Crocker)

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3. Public Hearing to consider the following applications for a used automobile sales and service facility located on a 18.56 gross acre site located on the west side of New York Street at West Brockton Avenue, approximately 1000 feet north of West Colton Avenue (APNs: 0169-011-38-0000 and 0169-011-39-0000) in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan.
(Mayor to declare meeting open as a public hearing)

   A. Consideration of **Resolution No. 8615** for adoption of a **Mitigated Negative Declaration** and Mitigation Monitoring & Reporting Program prepared for the project in accordance with Section 15074 of the California Environmental Quality Act, and adoption of a Socio-Economic Cost/Benefit Study prepared in accordance with Measure "U."
   B. Consideration of **Resolution No. 8616** for **Amendment No. 52 to the East Valley Corridor Specific Plan** – A proposal to amend Section EV3.0713 of the East Valley Corridor Specific Plan (Specific Plan 40) to allow sales of pre-owned automobiles as a conditionally permitted land use, without related sales of new automobiles, within the Commercial General (EV/CG) District.
   C. Consideration of **Resolution No. 8617** for approval of **Conditional Use Permit No. 1179 and Commission Review & Approval No. 962** – A request to establish a pre-owned automobile sales and service/reconditioning facility within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan, and construction of a pre-owned automobile sales and service/reconditioning facility (consisting of a 4,958 square-foot sales building, a 39,621 square-foot service/reconditioning building, a 3,708 square-foot quality control building with private carwash, a private fuel tank/dispenser, and a six acre outdoor vehicle storage area). Related site improvements include customer and employee parking lots, driveways, landscape areas, lighting. walls and fences, and vehicle display and storage areas. (Development Services Director Desatnik)

4. Public hearing to consider Planned Development No. 7; Lot Merger No. 8
(Mayor to declare meeting as public hearing)

   A. Construction of a 357,610 square-foot warehouse (including 6,000 square feet of office space) and related site improvements including parking lots, loading docks, landscaping, walls and fences, lighting, stormwater drainage facilities, and utility connections on approximately 16 net acres located at 1101 California Street on the west side of California Street between Lugonia Avenue and Interstate 10 (APNs: 0292-033-11-0000 and 0292-033-13-0000);

   B. Mitigated Negative Declaration and corresponding Mitigation Monitoring and Reporting Program prepared for the project in accordance with Section 15074 of the CEQA Guidelines; and the Socio-Economic Cost/Benefit Study prepared for the project in accordance with Measure U (Development Services Director Desatnik)

K. **New Business**

1. Consideration of a sole source purchase with Horizon Structures, LLC for a modular kennel building not to exceed the amount of $275,000, an additional appropriation of the same, and authorize the City Manager or his designee to execute all documents pertaining to the purchase (Facilities and Community Services Director Crocker)

2. Consideration of a request to establish restricted parking zones on 3rd Street and Al Harris Lane, and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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3. Consideration of Resolution No. 8610 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed Sunset Reservoir Replacement Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines (Municipal Utilities and Engineering Director Harris)

4. Consideration of a Master Service and Purchasing Agreement with Axon Enterprise, Inc. to purchase 105 Taser 10 conductive electrical weapons and required accessories for a total amount not to exceed of $549,724.94, and authorize the Police Chief to sign the agreement (Police Chief Tolber)

L. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

M. **Adjournment**
The next regular meeting of the City Council will be held on September 3, 2024.

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

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City Council Meeting **H. 1.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of July 2, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of July 2, 2024.

Attachments

Regular meeting minutes of June 2, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 2, 2024 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Chris Boatman, Assistant City Manager; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

Raising Questions - Steve Rogers wondered why the performance evaluations for the City Manager and the City Attorney were being considered at this time, when it seemed to him the contracts were not due for negotiation. He raised concerns about the labor negotiation team and asked for resolution to what he called a simple matter of a dispute he had with the City.

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Two Cases:

a. Atkinson v. City of Redlands, et al., San Bernardino Superior Court Case No. CIVSB2224706
b. Coyote Aviation Corporation, et al. v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2418252

a. Performance Evaluations of Public Employees – Government Code §54957(b)(1)
Positions: City Attorney and City Manager

b. Conference with Labor Negotiator – Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiators:	Mayor Tejeda and Mayor Pro Tempore Barich
Unrepresented Employees:	City Manager

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:12 P.M. with an invocation by Council Member Guzman-Lowery followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced that under Item Closed Session, C-1a, consideration of Atkinson v. City of Redlands, et al., San Bernardino Superior Court Case No. CIVSB2224706, the City Council unanimously approved to settle the lawsuit with Ms. Atkinson in the amount of $175,000 and the cost of mediation, by motion of Mayor Pro Tem Barich, seconded by Council Member Saucedo. There was no reportable action taken on all other closed session matters.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Hailey Stuck introduced "Rosa", a two-year-old female Pit Bull, who is available for adoption, along with forty-three other dogs and fifteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been eighteen dogs and thirty cats adopted in June 2024. She announced the Shelter was full, and all dog adoption fees would be waived.

Juneteenth Proclamation

Council Member Saucedo presented Juneteenth Proclamations to Bishop Green, Maria Saucedo, LaRena García, Shawn Zambrows, and Jay Strovall.

PUBLIC COMMENT

Various Concerns - Steve Rogers read from a letter he sent to the Council Members, regarding the City's delegation of engineering duties, and he asked for a follow-up response to matters he discussed with Police Chief Tolber and HR/Risk Management Director Meteau. He requested written confirmation from BB&K that the matter was closed.

City Manager Duggan clarified that the State Board of Professional Engineers declined to take any action on the complaint submitted by Mr. Rogers.

RPOA and Event Activities - Jeff Frisch, representing the Redlands Police Officers Association (RPOA) expressed frustration with the group who organized an event held last weekend at Sylvan Park where coloring sheets were distributed depicting a burning police car. Police officers, working the event, found it very offensive, and they were disappointed with those Council Members who attended and appeared to support the activities. He said the RPOA consistently strives to foster relationships within the community, especially with young people.

Pride Awareness Event - Ashley Williamson and Felipe Albertao spoke about the coloring page distributed at the Pride awareness event and said the images represented the history of the Stonewall incident in New York.

U.S. Flag Donation - Dr. Ramarrishna Tadi donated a United States flag that had been flown at the U.S. capital.

South Mountain Water Shares - Elizabeth Long said the City should not be in the business of selling water shares and, in particular, she opposed the recent sale of the South Mountain water shares. David Armstrong said he was still waiting for answers to why the City sold off the shares, along with 55 acres of land, and he thought it was poor optics for the Council to consider raising water rates at this time. Zoom caller Shay also asked for answers, and he urged the City to suspend action to increase water rates.

City Manager Duggan announced that everyone with questions about the sale of South Mountain water shares was welcome to attend the Utilities Advisory Committee meeting scheduled for later this month, where the City can respond in full. He pointed out that staff had responded to Mr. Armstrong earlier in the day, and before taking any action to sell the shares, the City received an appraisal and legal advice.

City Vehicles - Dennis Bell questioned why some City employees were driving 4-wheel drive trucks, since he thought it unnecessary and a waste of money.

RUSD Summer Meals Program - Alyssa Cummings and Jennifer Petty announced the Redlands Unified School District (RUSD) summer meal program was in full swing, and they encouraged all families with children to come to one of their locations throughout the City, where meals will be enjoyed onsite.

Separation of Church and State - Bruce Laycook urged the Council to be mindful of the importance of separation of church and state.

Pride Flag - Anthony Dodd pointed out there are two city flagpoles in front of City Hall, and he urged the Council to fly the pride flag.

CONSENT CALENDAR

Minutes

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of June 18, 2024.

Vote: 5 - 0 Passed

Juneteenth Proclamation

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the issuance of a Proclamation recognizing Juneteenth..

Vote: 5 - 0 Passed

Resolution No. 8597 Records Retention Schedule

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8597 concerning a Records Retention Schedule and rescinding Resolution No. 6576.

Vote: 5 - 0 Passed

Resolution No. 8608 Appropriations Limit for Fiscal Year 2024-2025

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8608 establishing an Appropriations Limit for Fiscal Year 2024-2025 pursuant to Article XIII B of the California Constitution.

Vote: 5 - 0 Passed

Annual Payment RPD Fingerprint Identification Services

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $84,926 for Redlands Police Department's Fingerprint Identification Services.

Vote: 5 - 0 Passed

Resolution No. 8603 Street Vacation No. 194

This item was pulled from tonight's meeting to allow staff time to conduct additional research. The matter will be scheduled for a future meeting.

As public comment, Duncan Shantz, the owner of Jadeland Developments, offered some historical context related to his request to vacate portions of Mecca Street adjacent to the parcels he owns, which, he said, will allow potential future property improvements or development of the properties without further concern about encroachment into the public right-of-way.

MOU RUSD School Resource Officer Program

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Memorandum of Understanding between the City of Redlands and the Redlands Unified School District for the School Resource Officer Program.

Vote: 5 - 0 Passed

Adopt Ordinance Nos. 2969 and 2970 Assessments for LMD and SLD

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2969, confirming a diagram and assessment for the 2024-2025 Fiscal Year in connection with Landscape Maintenance District No. 1; and adopted Ordinance No. 2970, confirming a diagram and assessment for the 2024-2025 Fiscal Year in connection with Street Lighting District No. 1.

Vote: 5 - 0 Passed

Equipment Rental Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the rental agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA guidelines; approved the equipment lease with C5 Equipment Rentals for the 3-month rental extension of a D8 Dozer in the amount of $53,160; and approved a sole source purchase order modification to a not-to-exceed total of $141,760.

Vote: 5 - 0 Passed

In-kind Support for the Jagannath Rath Yatra Event

Facilities and Community Services Director Crocker introduced the request for in-kind support in the amount of $8,446 relating to the Jagannath Rath Yatra event hosted by the Shri Darshan on July 13, 2024 and the request to close Church St., E Colton Ave., Division St., and E High Ave. for the event. As public comment, Dennis Bell noted he thought this was the first year the event was scheduled in Redlands, and he urged the Council to focus on paying the bills and addressing more critical needs, rather than approving every in-kind request presented to them.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the request for the event Jagannath Rath Yatra is exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $8,446.00 relating to this event; and authorized the temporary closure of Church St., E Colton Ave., Division St., and E High Ave., on July 13, 2024.

Vote: 5 - 0 Passed

Resolution No. 8605 FY 24/25 - FY 28/29 Five-Year Measure I CIP

Municipal Utilities and Engineering Director Harris reviewed Resolution No. 8605 for the FY 24/25 through FY 28/29 Five-Year Measure I Capital Improvement Plan, explaining this was an administrative action, so the City is eligible to receive funds. As public comment, Steve Rogers asked if the amount listed in the staff report as $20 million was a typo. Director Harris confirmed it was a typo and the amount should be listed as $2 million. Dennis Bell stated that SBCTA was working on a tax measure to go before the voters related to Measure I, and he said the program needs a thorough audit, because in his opinion, there was very little to show for the funds that had been collected.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of Resolution No.8605 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved Resolution No. 8605 for the Fiscal Year 24/25 through Fiscal Year 28/29 Five-Year Measure I Capital Improvement Plan.

Vote: 5 - 0 Passed

Sampling and Special Analytical Services Agreement

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with ALS Group USA, Corp. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement with ALS Group USA, Corp. for sampling and special analytical services with an initial one (1) year term in the amount of $34,000, with options to extend for two (2) additional one-year terms, for a total potential amount not-to-exceed $102,000.

Vote: 5 - 0 Passed

COMMUNICATIONS

Use of Zoom and Teleconferencing

Council Member Saucedo opened the discussion related to the use of Zoom and Teleconferencing under Assembly Bill (AB) 2449 for City Council and Planning Commission meetings. He explained that he brought this item back for the Council to evaluate the policy again because of the hate speech received by three Zoom callers during the May 7, 2024 Council meeting. He thought open dialogue with the public would be useful.

On July 25, 2023, the City Council authorized the continued use of Zoom and allowed remote participation pursuant to AB 2449 for all meetings of the City Council and Planning Commission. City Manager Duggan offered three options to consider, including: 1)

Continue the use of Zoom for all meetings of the City Council and Planning Commission and to comply with teleconferencing requirements as described in AB 2449; 2) Authorize the continued use of Zoom only when City Council members or Planning Commissioners are complying with the requirements of AB 2449; 3) Discontinue the use of Zoom for all meetings of the City Council and the Planning Commission (and all commissions, boards and committees) and only allow remote participation under the Brown Act's traditional, pre-pandemic teleconferencing rules. Staff conducted a brief survey to determine how many municipalities in the surrounding area exercise remote participation under AB 2449 for City Council meetings. Of the 14 municipalities contacted, three use AB 2449, eleven follow traditional Brown Act rules.

As public comment, seventeen people, including Germaine Miles, Michael Paisner, Chamber of Commerce Executive Director Evan Sanford, Maria Bruner representing Assemblymember Eloise Reyes, Jen Kim, Felipe Albertao, Rudi Whitmore, Marcella Wallin, Valerie Taber, Laura Kreneck, Trisha Keeling, Ashley Williamson, Ryan, Eddie D., Amber, Gregory Brittain, and Jennifer Maravillas spoke in support of continuing Zoom as a way to engage the public, promote equal and fair access, and they thought the benefits far outweighed any fears of hate speech from Zoom callers or any technical glitches that might be experienced. Several people said the City should be encouraging public participation, not discouraging it.

City Attorney Garcia added that speech, even hate speech, was protected under the 1st Amendment. Council Members voiced their perspectives and agreed that Zoom was a valuable tool for all kinds of people, including parents of young children and those whose work schedules prevented them from attending in person. They recognized the desired goal was to promote transparency and offer access to everyone, and there was added value as remote attendees were helping to reduce their carbon footprint.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, the continued use of Zoom for all meetings of the City Council and Planning Commission and to comply with teleconferencing requirements as described in AB 2449.

Vote: 5 - 0 Passed

League of California Cities Annual Conference Voting Delegate

City Manager Duggan reviewed the need to designate a voting delegate and an alternate to the 2024 League of California Cities Annual Conference scheduled to occur October 16-18, 2024 in Long Beach.

On motion of Mayor Pro Tempore Paul Barich, seconded by Mayor Eddie Tejeda, the City Council unanimously designated, by roll call vote, Council Member Mario Saucedo to serve as the voting delegate; and designated Council Member Denise Davis to serve as the alternate voting delegate for the League of California Cities 2024 Annual Conference.

Vote: 5 - 0 Passed

Mayor Tejeda called for a brief recess at 8:16 P.M. The meeting reconvened at 8:21 P.M.

PUBLIC HEARINGS

Development Off-street Parking Facility for Trucks

Mayor Tejeda opened the public hearing and called on Principal Planner Sean Reilly, of Development Services, for a summary of Resolution No. 8606 related to applications for a four-acre parcel located at 2407 W. Lugonia Avenue within the Special Development (EV/SD) District of the East Valley Corridor Specific Plan, as submitted by the Applicant, LBA RVI-COMPANY XLVII, LLC. The applications included: 1) Planned Development No. 9, to establish permitted uses, conditionally permitted, and development standards consistent with the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan to allow development of an off-street parking facility for trucks, trailers, cabs and other fleet vehicles; and 2) Conditional Use Permit (CUP) No. 1194, for authorization to operate an off-street truck parking facility with existing on-site improvements (paving, storm water detention facilities, landscaping, site lighting, fencing and gate) and the construction of a proposed 310 square-foot guard house with restroom facilities.

On April 23, 2024, the Planning Commission voted 5 to 0 recommending that the City Council approve Planned Development No. 9 and on May 28, 2024, the Commission voted 5 to 0 recommending that the Council approve CUP No. 1194. The applicant, represented by Jonathan Shardlow, addressed Council Member questions, stating the developer had been able to remedy noise complaints, and he thanked staff for their time and assistance. There were no written comments received and with no further discussion, Mayor Tejeda closed the public hearing.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, the project qualifies for exemption from environmental review in accordance with Section 15303 (New Construction of Small Structures) and 153332 (Infill Development) of the California Environmental Quality Act (CEQA) Guidelines; and adopted Resolution No. 8606 to approve Planned Development No. 9 and Conditional Use Permit No. 9 for 2407 West Lugonia Avenue.

Vote: 5 - 0 Passed

Resolution No. 8571, Ordinance No. 2962, and Ordinance No. 2968 DIF Adjustments

Mayor Tejeda declared the meeting open as a public hearing and called on Municipal Utilities and Engineering Director Harris for a report on Resolution No. 8571 which will adopt the Development Impact Fee (DIF) Nexus Study completed by DTA. Ordinance No. 2962 was prepared to amend the Redlands Municipal Code for public facilities (fire, police, library, and government), open space and parks, transportation improvements, storm drain facilities, water facilities, water rights, solid waste facilities, and sewer facilities. Ordinance No. 2962 determines that the specific amounts of fees for new development are to be established by the City Council. Ordinance No. 2968 was prepared to establish the specific amounts of DIF for new development. These ordinances apply to the Redlands Municipal Code's chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70, and 13.40, with a proposed effective

date of sixty days after adoption of the ordinances.

The Nexus Study analyzed appropriate fees to fund additional infrastructure and services necessary to support new growth. The DIF study analyzed fees identified in the Redlands Municipal Code. The updated DIF study was prepared and finalized by David Taussig and Associates, Inc. (DTA) on May 2, 2024, and will update the 2017 and 2018 DIF studies. In addition to the fees analyzed in the 2017 and 2018 DIF studies, the proposed DIF study will also include updated fees for water facilities, solid waste facilities, sewer facilities, and acquisition of water stocks and water rights. The fees shall be evaluated periodically to ensure appropriate revenue is collected from development projects to support expanded services. Nehal Thumar and Andrea Roess, of DTA, responded to Council Member questions related to the DIF charges and the legal justification under the code. The study process established a baseline, considered facility needs, incorporated facility master plans and quantified impacts.

As public comment, Jonathan Shardlow, of NAIOP, said these were big policy decisions, and he asked the Council to hold off approval tonight to allow for more time to engage stakeholders. Ana Gromis, representing the Building Industry Association of Southern California (BIA), requested the Council amend the effective date of the proposed DIF update to begin on January 1, 2025, rather than 60 days after adoption, as it would be unfair to add unanticipated costs to projects that are beginning construction or are currently in the later stages of review by planning and engineering staff. Steve Rogers complained that the City's facility master plans were not sufficient, as they were merely guidelines, and he thought the City was seriously undercharging for development impacts. James Brownyard, of Desert Valleys Builders Association, added they were still striving to understand the study results, and he pointed out the fees associated with water supply and the replacement fire station were listed incorrectly and should be corrected. Gregory Brittain opposed increasing fees, adding that California's median home price was 2nd highest in the nation. Two written comments were received from Jonathan Shardlow of NAIOP and Carlos Rodreguez of BIA, requesting the Council delay approval of the DIF Adjustments. With no further discussion, Mayor Tejeda closed the public hearing.

Council Members discussed several topics, including compliance with Measure U, the voter-approved measure relating to growth management, the consideration of delaying the effective date to January 1, 2025 and how that might affect projects currently in the pipeline, and establishing a set of new fees to address shortfalls. Any new fee adjustments would require an additional Nexus Study, and the report must include data supporting any changes.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that the adoption of Resolution No. 8571, and the introduction of Ordinance No. 2962, and Ordinance No. 2968 is exempt from environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act; approved Resolution No. 8571, introduced Ordinance No. 2962; and introduced Ordinance No. 2968, verbally amending Section 13, setting the effective date to January 1, 2025, related to Development Impact Fees Adjustments.

Vote: 5 - 0 Passed

Ordinance Nos 2964 and 2965 Water Utility and Wastewater Utility Rate Adjustments

Mayor Tejeda opened the public hearing and called on Municipal Utilities and Engineering Director Harris for a presentation of Ordinance No. 2964 and Ordinance No. 2965 Amending Chapters 3.52 and 3.62 of the Redlands Municipal Code relating to Water Utility and Wastewater Utility Rate Adjustments. He offered background on the Utility Advisory Committee (UAC) and said the seven members of UAC worked with Municipal Utilities and Engineering (MUED) staff and the City's Utility Rate Consultant, Raftelis, to develop rate recommendations that provide adequate revenue to recover costs for services, are equitable to all customer classes, comply with state and federal laws, and are easily explained to customers. The UAC serves in an advisory capacity to the City Council.

The rate review process began by introducing the UAC to the MUED structure, water and wastewater utilities, and 6-year Capital Improvement Program (CIP). The UAC reviewed historic and projected operating, maintenance, and CIP costs necessary to provide high-quality services for Redlands' utility customers. Raftelis presented a financial analysis including multi-year revenue projections, target reserve balances, and annual labor and material cost escalations. Several rate scenarios were modeled and considered by the UAC which ultimately recommended the following revenue adjustments:

Potable Water Utility: 2% increase in FY 24/25; 2% increase in FY 25/26
Non-Potable Water Utility: 0% increase in FY 24/25; 0% increase in FY 25/26
Wastewater Utility: 10% increase in FY 24/25; 10% increase in FY 25/26

The increases will be applied to customer classifications proportionally based on the demands placed on each utility and will generate the additional revenue necessary to continue providing water and wastewater utility services for all Redlands customers.

On May 7, 2024, City Council adopted Resolution No. 8583, a notice of intent to increase water utility and wastewater utility rates and directed staff to issue a Public Hearing Proposition 218 notice and protest procedures detailed in Resolution No. 7128. The Proposition 218 notice and Resolution No. 7128 were mailed to each Redlands property owner and each water utility and wastewater utility customer on May 10, 2024. The notice provides rate increase protest directions, with one written protest per identified parcel or property to be counted for determining whether a majority protest exists.

As public comment, Elizabeth Longo, Mario Lopez, Gregory Brittain, Steve Rogers, and Jennifer Maravillas opposed the rate increases, citing the negative impacts on family budgets, especially on those with fixed incomes, and the outdated procedures for submitting a protest. Andy Hoder recalled a time when the Wastewater Treatment Plant (WWTP) was facing a catastrophic failure, and he said that even though he didn't like the idea of higher rates, the WWTP needed to be fixed. UAC members Dick Corneille and Dan Jimenez defended the recommendations, explaining that there was not only the upfront cost of the WWTP Project itself, but there was also the cost of maintenance. Dennis Bell attributed the rate increase to failed leadership, and he pointed out the consultant estimated the total cost was $110 million and not $45 million as stated by staff. Director Harris responded by saying that yes, the ultimate total cost of the project was estimated at $110 million, but the cost to perform the immediate needs was accurately stated at $45 million.

City Clerk Donaldson informed the Council that 19,973 properties received a Proposition 218 notice with directions to make a formal protest. She announced that her office received 73 written protests declaring their opposition to a water and wastewater rate increase. This number is insufficient to meet the 50% plus one (or 11,172), required for a successful Proposition 218 protest to stop implementation of the new rates. With no further comments, the Mayor closed the hearing. Council Member discussion focused on concerns raised by public comments and the serious need to address the WWTP repairs. They asked staff to look into establishing an assistance program and to consider ways to effectively educate the community.

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously adopted, by roll call vote, Ordinance No. 2964, and Ordinance No. 2965 to amend Redlands Municipal Code Chapters 3.52 and 3.62 relating to Water Utility and Wastewater Utility rate adjustments.

Vote: 5 - 0 Passed

NEW BUSINESS

Greenhouse Gas Inventory Update and Progress Report

Assistant Planner Jazmin Serrato, of Development Services, provided a brief overview of the Greenhouse Gas (GHG) Inventory Update and Progress Report related to the Climate Action Plan Update project. The two primary objectives of the Climate Action Plan Update are 1) To monitor/benchmark progress toward the 2030 and 2035 GHG reduction targets established in the City's 2017 Climate Action Plan, which was prepared concurrently with the 2035 General Plan and consistent with previous State GHG reduction goals; and 2) To update the 2017 Climate Action Plan to reflect the latest climate science and State guidance, as well as align with new City and State targets for 2030 and 2045. As a "qualified" GHG reduction plan, the updated Climate Action Plan will provide unified City actions, and CEQA clearance for streamlining future projects.

She introduced Mayu Tanaka, Senior Associate with Dyett & Bhatia for a more thorough and detailed update related to the GHG reduction goals and the potential GHG reduction strategies and policies. Her presentation was broken into three parts, including background and purpose, GHG progress report and discussion and suggestions for strategies. Through a series of slides, she offered case examples, key regulations taken since the City's 2017 CAP and provided a summary of framework strategies: 1) Transportation and natural gas remain the largest contributors; 2) Agencies cannot eliminate solid waste and wastewater emissions entirely, and reductions are somewhat limited; and 3) CARB recommends prioritizing strategies that electrify transportation, decarbonize buildings, and reduce vehicle miles traveled (VMT)

As public comment, Michael Paisner offered a short history lesson about climate change, listing statistics, and added that these ideas are not new, and not radical, and he thanked the City for prioritizing this matter. Bruce Laycook raised several questions about the state's laws which have dramatically forced a reduction of rooftop solar, and he urged the Council to support any efforts to incentivize rooftop solar to help lower net electricity bills. Dick Corneille, of ANCA, fully supported the update report and said the group was

looking forward to participating with the project in the future. Gregory Brittain said that climate change theory was a hoax and not based on real facts and the public was being forced to eliminate the use of their cars. Council Members voiced their appreciation of the very informative update.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to accept and file the Climate Action Plan progress report.

Vote: 5 - 0 Passed

Ordinance No. 2972 Levying Special Taxes CFD No. 2004-1

Development Services Director Desatnik presented Ordinance No. 2972 for levying special taxes within the City of Redlands Community Facilities District (CFD) No. 2004-1. The ordinance is required to levy the special tax in accordance with the California Streets and Highways Code, and it sets the maximum FY 24/25 CFD tax rates.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously introduced, by roll call vote, Ordinance No. 2972 levying special taxes within the City of Redlands Community Facilities District No. 2004-1.

Vote: 5 - 0 Passed

Residential Refuse Bins Agreement

Facilities and Community Services Director Crocker reported on an agreement with Schaefer Plastics North America, LLC for supply and delivery of residential refuse bins for an amount not-to-exceed $536,984.64 for a period of one year, with two additional one-year renewal options, for a total amount not-to-exceed $1,610,953.92.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, an agreement with Schaefer Plastics North America, LLC for supply and delivery of residential refuse bins in an amount not-to-exceed $536,984.64 for a period of one year, with two additional one-year renewal options, for a total amount not-to-exceed $1,610,953.92.

Vote: 5 - 0 Passed

Professional Services Agreement West Yost & Associates, Inc

Municipal Utilities and Engineering Director Harris introduced the Professional Services Agreement with West Yost & Associates, Inc. for recycled water, non-potable water, and cross-connection program support services with an initial term of one year and a value not-to-exceed $355,000, with options to extend for two additional one-year terms for a total potential amount not-to-exceed $1,065,000. Since only one bid was received, staff was requesting the Council approve an exception to Redlands Municipal Code, due to the

fact that re-soliciting the bid was unlikely to yield different results, given the specialized nature of the services.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the Professional Services Agreement with West Yost & Associates, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved an exception to Redlands Municipal Code Section 2.16.180(B) and not require MUED staff to solicit additional Request for Bid; and approved the Professional Services Agreement with West Yost & Associates, Inc. for recycled water, non-potable water, and cross-connection program support services with an initial term of one (1) year and a value not-to-exceed $355,000, with options to extend for two (2) additional one-year terms.

Vote: 5 - 0 Passed

Joint Utility Laboratory Support Services Agreement

Municipal Utilities and Engineering Director Harris reviewed the Professional Services Agreement with Eurofins Eaton Analytical, LLC for support services at the Joint Utility Laboratory for a total potential amount not-to-exceed $360,000.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with Eurofins Eaton Analytical, LLC. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with Eurofins Eaton Analytical, LLC for Joint Utility Laboratory support services for a total potential amount not-to-exceed $360,000.

Vote: 5 - 0 Passed

Resolution No. 8609 Notice of Intent to Increase Solid Waste Utility Service Rates

Assistant City Manager Boatman offered background on Resolution No. 8609 to provide notice of intent to increase solid waste utility service rates and to direct staff to issue the required Proposition 218 notice establishing a public hearing date and location. The City periodically adjusts solid waste service rates to keep pace with the increasing cost of providing these services. The last time that the City reviewed Solid Waste Rates was 2017, and it has only adjusted solid waste rates ten times over the last thirty years. Garth Schultz, of R3 Consulting Group, Inc. presented a report detailing the methodology, findings, and recommendations related to the Solid Waste Service Enterprise Fund and associated solid waste service rates. Senate Bill (SB) 1383 is State of California legislation approved in 2016 that requires a reduction in organic waste (food waste, green waste, paper products, etc.) disposed of in landfills by seventy-five percent (75%), and an increase in edible food recovery by twenty percent (20%) by 2025.

Staff and R3 held two meetings with the Municipal Utilities Commission (Commission), on March 18, 2024 and April 15, 2024 to present draft findings and to receive feedback

and recommendations. The Commission voted unanimously on April 15, 2024 to forward R3's recommended adjustments to the City's solid waste services to the City Council. Commission Chair Steve Stockton summarized the work of the Commission, adding that every member was very sensitive about increasing the rates, and they worked to drive down the slope with a goal of under 10%, which they were able to do. The Commission and staff recommended the following solid waste utility service rate increases:

Nine percent (9%) rate increase January 1, 2025; Nine percent (9%) rate increase January 1, 2026; Nine percent (9%) rate increase January 1, 2027; Four percent (4%) rate increase January 1, 2028.

As public comment, Andy Hoder asked if the City was generating any money on recyclables or was it a losing proposition. Assistant Director Boatman responded by saying the program used to be profitable but not any longer. He added that the City works with vendors who divert the recyclables instead of the materials going straight to the landfill. This is done in order to meet the diversion rates and be in compliance with the state.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that the adoption of Resolution No. 8609 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; adopted Resolution No. 8609 providing notice of intent to increase solid waste utility service rates; and directed staff to issue the required Proposition 218 notice for a public hearing. The notice will set a public hearing date of September 3, 2024, at which time the City Council will consider a solid waste rate increase. Should the City Council approve the recommendation, rates will take effect in January 2025.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Saucedo and Mayor Pro Tem Barich thanked the Redlands Police Department for all the good work they are doing to engage the community and to build relationships.

ADJOURNMENT

There being no further action required the meeting adjourned at 11:07 P.M. The next regular meeting of the City of Redlands City Council will be held on July 16, 2024.

City Council Meeting **H. 2.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for the appointments of Stephen Crane and Don Young to serve on the Citizens' Measure T Oversight Committee (Mayor Tejeda)

MOTION:

1. I move to appoint Stephen Crane of the Redlands Association of Safety Management to serve a one-year term as the non-public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2024, and ending July 18, 2025.

2. I move to appoint Don Young of the Redlands Association of Management Employees to serve a one-year term as the public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2024, and ending July 18, 2025.

RECOMMENDATION:

It is recommended that the City Council consider these appointments to the Measure T Oversight Committee as recommended by Mayor Tejeda for the employee bargaining unit member appointments.

DISCUSSION:

During the City Council meeting on December 1, 2020, Ordinance No. 2916 was adopted adding Chapter 2.72 to the Redlands Municipal Code establishing a Citizens' Measure T Oversight Committee ("Oversight Committee") to serve in an advisory capacity to the city council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the City Council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include

review of the City's expenditure of revenues received from the one percent (1%) transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the City Council in all other policy matters pertaining to Measure T funds; and present an annual written report to the City Council.

The Oversight Committee shall consist of seven (7) members. Five (5) citizens of the community shall each represent a council district and be appointed by the Council Member of that corresponding district with approval of the City Council. Two members shall represent the City's employee bargaining units; one representing the public safety bargaining units and one representing the remaining non-public safety bargaining units. The bargaining unit members shall be appointed to one-year terms by the Mayor with approval of the City Council.

The Citizens' Measure T Oversight Committee members from the community are as follows:

- Ruth Cook, District 1
- Edward Ico, District 2
- Edward Millican, District 3
- Toni Momberger, District 4
- Scott Welsh, District 5

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jennifer Macias, Management Analyst

City Council Meeting **H. 3.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendations for the appointment of Rick Cummings and Edie Punt to serve on the Cultural Arts Commission (Mayor Tejeda)

MOTION:

1. I move to appoint Rick Cummings to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2026.
2. I move to appoint Edie Punt to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2025.

RECOMMENDATION:

It is recommended by Mayor Tejeda that the City Council consider the appointment of Rick Cummings and Edie Punt to the Cultural Arts Commission to each serve the remainder of a four-year term. Pursuant to the Redlands Municipal Code, appointments to this commission are made by the Mayor and approved by the City Council.

DISCUSSION:

Two vacant seat exists on the Cultural Arts Commission due to the resignations of Commissioners Crystal Lopez and Jina Edwards. A public notice was released on May 28th requesting interested residents to submit an application for the Cultural Arts Commission. In addition, the public notice was concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notices. Seven new applications were received from the recent postings, and two from previous postings.

The Cultural Arts Commission consists of seven members as follows:

- Danielle Giudici Wallis
- Vacant
- Dennis Christensen
- Vacant
- Daniel Rodriguez
- Daniel Gohman
- Margo Mullen

ALTERNATIVE:

The City Council may choose not to support the recommendation and direct staff to seek further applications for consideration.

SUBMITTED BY:
Jennifer Macias, Management Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Attachments

Cultural Arts Notice
Cultural Arts Applications 2024

City of
REDLANDS
Incorporated 1888
300 E. State St, Suite 690, Redlands, CA 92373
909-798-7510
www.ci.redlands.ca.us

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages individuals to apply for a position on the following commission:

CULTURAL ARTS COMMISSION

The Cultural Arts Commission promotes public interest in arts, recommends new arts programs and sources of funding for those programs, assists the City Council by recommending policies to encourage, develop and support the arts in Redlands, and advises the City Council in the administration of the City's "Art in Public Places" program.

The Cultural Arts Commission meets bi-monthly on the second Monday of odd-numbered months at 4:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the City Clerk, City Hall, 35 Cajon Street, Suite 4, or by phone 798-7510, or from the City's website at www.cityofredlands.org

Deadline for filing applications is June 11, 2024.

Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

05/28/24

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

JUN 7 2024

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Received

Name Brian Ray Ball

Address [redacted] Redlands, Ca 92374

Telephone (Work) (Cell / Home) [redacted]

Email [redacted]

Occupation Artist/Curator/Preparator

Reasons for desiring to serve – relevant experience and qualifications:

I am a local artist and curator that is looking to get involved with more of what is happening in the Redlands art community. for about 20 years I have been working with museums/galleries to put together art shows. I work full time as an artist, and am currenrly working with the Smiley Library on the Opening show. My experience with city, state and private art projects, conservation projects, installation of large, and complex art projects is ny qualifications!

Signature Brian Ray Ball Digitally signed by Brian Ray Ball Date: 2024.06.07 22:06:24 -07'00' **Date** 6/7/24

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Kate Hoffman
Huntington Beach
Art Center
Telephone [redacted]

(2) Tom Dowling
Artist/ Teacher
Curtor
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address verified (tc)

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

JUN 10 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Diana McLaughlin

Address [redacted]

Telephone (Work) N/A (Cell / Home) [redacted]

Email [redacted]

Occupation Retired teacher

Reasons for desiring to serve – relevant experience and qualifications:

I am active in the local art community: I have served on the Redlands Art Association Board, The Redlands Community Hospital Art Committee, was the featured artist for Redlands Festival of Arts. I have also participated in many art shows in the area and have art in public and private collections. My oil paintings have won best in show twice at the Redlands Art Association. I have taken classes from Art Center in Pasadena UC Riverside.

Signature Diana H. McLaughlin **Date** 6/10/24

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Char Burgess

Telephone [redacted]

(2) Ann McMahon

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address Verified (te)

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

JUN - 9 2024

(Please note that this form is a public record that may be subject to disclosure upon request.)

Received

COMMISSION\BOARD APPLIED FOR

CULTURAL ARTS COMMISSION

Name Edie Punt

Address [redacted] Redlands CA 92373

Telephone (Work) [redacted] (Cell / Home) [redacted]

Email [redacted]

Occupation Software engineer, technical writer and editor.

Reasons for desiring to serve – relevant experience and qualifications:

I have been a Redlands resident for 28 years. I am a textile artist and I work as a software engineer and a technical editor and writer. I hope that my strong writing and editing skills will be a benefit to the role. I have volunteered my time as a literacy mentor to adults and taught textile arts to children. I see great value in public art as a reflection of a city's values, and can serve as inspiration to its citizenry and visitors.

Signature [signature] **Date** 9 June 2024

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Breana Lindsey, U of Redlands
Asst Director Recreation + Outdoor Programs.
[redacted]
Telephone [redacted]

(2) Shannon Shields, Esri
Group Product Engineering Lead
[redacted]
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address verified (AE)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

(Please note that this form is a public record that may be subject to disclosure upon request.)

JAN 16 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Jessica L Luck

Address [redacted] Redlands 92374

Telephone (Work) [redacted] (Cell / Home) [redacted]

Email [redacted]

Occupation University Professor and Department Chair

Reasons for desiring to serve – relevant experience and qualifications:

I have always loved the quote carved into the Redlands Bowl Amphitheatre, "Without Vision, A People Perish," which reflects our city's commitment to celebrating and foregrounding music, theater, and the arts—not just for the privileged, but for all our citizens. I have long been a patron of the arts in our community and around the world. I have traveled extensively and spent last year living in Aix-en-Provence, which has an amazing arts agenda throughout the year. I have connections to the arts communities at CSUSB (where I am a professor of literature), University of Redlands, and Crafton Hills. I am excited to use these experiences to collaborate and contribute to the work of this commission to support and enhance our city's vital commitment to the arts.

Signature Jessica L Luck **Date** 1/20/24

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Jeffrey Rickard
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Sunny Hyon
Redlands, CA 92373
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address Verified (1c)

RECEIVED
JUN 10 2024
Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

COMMISSION\BOARD APPLIED FOR

CULTURAL ARTS COMMISSION

Name JOANNE K. CURRY

Address [redacted], RDLS 92373

Telephone (Work) [redacted] (Cell / Home) [redacted]

Email [redacted]

Occupation ART SPECIALIST TEACHER

Reasons for desiring to serve – relevant experience and qualifications:

I HAVE BEEN AN ART SPECIALIST TEACHER GR AS-8 FOR 28 YEARS. I WAS A SCENIC ARTIST & SUPERVISOR AT RHS FOR 3 YRS UNDER MARIE GLOTZBACH. I WORKED AS A SCENIC ARTIST AT THE U of R UNDER DAN LORK, CREATING SETS

Signature JOANNE K. CURRY **Date** 6/10/2024 (COVEN)

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) DERRICK SCHULTZ
HEAD OF SCHOOL
VALLEY PREPARATORY
Telephone [redacted]

(2) JANICE BOYLE
[redacted]
Telephone _____

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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Address verified - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

City Manager's Office

JUN 10 2024

Received

COMMISSION\BOARD APPLIED FOR
Cultural Arts

Name Kathleen Gura

Address [redacted]

Telephone (Work) Na (Cell / Home) [redacted]

Email [redacted]

Occupation Retired

Reasons for desiring to serve – relevant experience and qualifications:
President of community theater group 1970-75. Director of arts foundation 1976-79.

In Redlands: community chorus, several bowl musicals. Art association (current).

Original appointee of cultural arts commission when it was formed in 1980s.

I'm retired now and looking forward to being involved again.

Signature [signature] **Date** 06/10/2024

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Nelda Stuck
[redacted]
Redlands
Telephone [redacted]

(2) Dan Rodriguez
Redlands
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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Address Verified (tc)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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City Manager's Office

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

JUN 11 2024

Name Keana Suda

Address [redacted] Redlands, CA 92374 Received

Telephone (Work [redacted] (Cell / Home [redacted]

Email [redacted]

Occupation Teacher

Reasons for desiring to serve – relevant experience and qualifications:

As a public school teacher, I want to use my voice to promote the arts in my community. I look forward to advising City Council on program funding and expanding the arts in Redlands. I love the arts and I love Redlands – I am ready to serve my community!

Signature Keana Suda **Date** 6/8/2024

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Two References: (Please do not include Councilmembers or City Staff)

(1) Karen Knudson Wilson [redacted]

Telephone [redacted]

(2) Karie Portillo Guerra

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

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Address Verified (AE)

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

JUN – 9 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Laura Pham-Horan

Address [redacted] Redlands CA 92374

Telephone (Work) _____ (Cell / Hor[redacted]

Email [redacted]

Occupation UCLA PhD Candidate in the Department of Art History

Reasons for desiring to serve – relevant experience and qualifications:

I believe that art can be an important learning tool and catalyst for connection. As a child continued exposure to art helped me to understand different points of view, grasp difficult concepts, and ultimately influenced my career choice. As an adult I view visual media as a community building block. I desire to help facilitate meaningful interactions between our citizens and thought provoking artwork. I am currently completing the last year of my art history PhD program at UCLA. I already hold a BA and master's degree in art history. I have worked at 3 different major museums: the Getty, LACMA, and the Benaki museum.

Signature Laura Horan **Date** 6/9/23

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Gregory Jones
Advanced Placement High School Art Instructor
Telephone [redacted]

(2) Emily Cornish
Adjunct Professor of Art History and PhD Candidate
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

Address Verified (tc)

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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RECEIVED
JUN 05 2024
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR
Cultural Arts Commission

Name Rick Cummings

Address [redacted] Redlands 92374

Telephone (Work) _____ (Cell / Home) [redacted]

Ema[redacted]

Occupation Program Art Director/Teacher

Reasons for desiring to serve – relevant experience and qualifications:
I have been a Redlands resident for the past 25 years. I was the Program Art Director at the School of Hope in San Bernardino for 35 years where I taught art to developmentally disabled adults. My students and I participated in Juried Art Shows throughout the Inland Empire. I am a member of the Redlands Art Association, the San Bernardino Art Association, and the Chaffey Museum of Art. I have curated and hung various art exhibits for over 40 years.

Signature Rick Cummings **Date** 6/5/2024

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Two References: (Please do not include Councilmembers or City Staff)

(1) James Stewart

Telephone [redacted]

(2) David Rosales

Telephone [redacted]

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Address verified - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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City Manager's Office

JAN 17 2024

Received

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Sarahjane Dyanib Randall

Address [redacted] Redlands CA 92374

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Civil servant @ SB county

Reasons for desiring to serve – relevant experience and qualifications:

Resident for over 20 yrs hoping to enrich the city w/ the arts.. My poetry is in a short film "Masks + Mirrors" by L Akinyi and is in a shadow puppet play "Sumapi" by Nicole Dumaguindin. I have an art piece at Found on Fourth Street at Creating rounds. as well at Body of freedom at the Center for Social Justice & Civil liberties. My experience being part of exhibits has given me insight on how they are coordinated →

Signature Sarah Randall **Date** 1/17/24

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Two References: (Please do not include Councilmembers or City Staff)

(1) Laura Lim

Telephone [redacted]

(2) Angela Albay Yerney

Telephone [redacted]

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✓ address verified



CONTACT

[redacted]

SKILLS

- Data Collection
- Event Coordination
- Team Facilitation
- Volunteer Recruitment
- Technology Proficiency
  - Adobe, Arcgis, Canva, Microsoft

AWARDS

- LiveNation: Operations Manager Award (2019)
- National Engaged Leader Award (2017)
- Teens Make a Difference Awards (2013)
- American Museum of Natural History: Young Naturalist Awards (2009)

QR CODE TO PROJECTS

SARAHJANE OYANIB RANDALL

Sustainability Professional

WORK EXPERIENCE

Sustainability & Facilities Fellow @ Citrus College

SEI | Oct 2022 - August 2023

- Implement sustainability policies listed in the Sustainability plan on campus
- Work on sustainability student outreach projects
- Collect & input data into AASHE STARS report

Forestry Assistant

Irland Empire Resource Conservation District | March 2021 - November 2021

- Assisted Forestry Technician on Invasive Shothole Borer Project
- Utilized Arcgis systems to locate possible ISHB trap installation areas
- Utilized ipad to record ISHB presence through visual monitoring at parks
- Installed ISHB traps along Santa Ana Watershed

Guest Services -> Supervisor of Sustainability -> Sustainability Coordinator

LiveNation | March 2016 - May 2022

- Lead Sustainability department at Glen Helen Amphitheater
- Promoted Sustainable policies
- Created Job flyer & interviewed people for Zero Waste Captain

Forestry Corps Member

California Conservation Corps | October 2019 - August 2020

- Achieved Cal Osha S-212 Wildland Fire Chainsaw Training Certification
- Facilitated team projects with project partners such as the Bureau of Land Management, Cal Fire, Caltrans, and the Forest Service
- Worked on Fuel reduction/reforestation projects around Riverside and San Bernardino counties
- Operated/handled tools and equipment (Woodchipper, chainsaw, hand tools)

EDUCATION BACKGROUND

Bachelor of Science, Sustainability Studies

University of California Riverside |
Sept 2014 - Sept 2017

- Accomplished BS in 3 years while being an Intern in the Office of Sustainability & with IHeartMedia, KGGI 99.1

City Council Meeting **H. 4.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and Release of All Claims - Lissette Atkinson v. City of Redlands; San Bernardino County Superior Court Case No. CIVSB 2224706 (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement Agreement and Release of All Claims," which reflects the terms and conditions for settlement of the above-mentioned litigation as approved by the City Council and City Attorney. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City.

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Mayra Shushereba, Administrative Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Danielle Garcia, Management Services/Finance Director

Attachments

A. Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release ("Agreement") is entered into between the City of Redlands ("City"), its past or present council members, directors, governing body, employees, agents, predecessors, attorneys, divisions, departments, representatives, insurers, successors in interest and assigns, and all persons acting by, through, under and/or in concert with any of them (collectively, the "Defendants"), on the one hand, and Lissette Atkinson ("Atkinson" or "Plaintiff") on the other. The Defendants and Atkinson are collectively referred to as the "Parties" or individually as a "Party" with reference to the following:

RECITALS

A. Atkinson was employed by the City as an Animal Control Officer;

B. Atkinson's employment with the City ended on November 8, 2021, when Atkinson voluntarily resigned her employment;

C. Atkinson filed a complaint with the California Civil Rights Department ("CRD")/Equal Employment Opportunity Commission ("EEOC") against the City (hereinafter "Administrative Charges"), alleging that she was asked impermissible non-job-related questions and given a negative recommendation on the basis of her disability, and the CRD issued Atkinson a Right to Sue notice dated October 25, 2022;

D. On November 3, 2022, Atkinson filed a lawsuit against the Defendants in San Bernardino County Superior Court, Case No. CIVSB2224706 (hereinafter "Lawsuit"). The operative Second Amended Complaint filed on August 8, 2023 alleges (1) failure to accommodate in violation of the Fair Employment and Housing Act ("FEHA"), (2) failure to provide an interactive process in violation of the FEHA, (3) disability discrimination in violation of the FEHA, (4) failure to provide protected leave in violation of the California Family Rights Act, (5) retaliation in violation of the FEHA, (6) failure to prevent discrimination and retaliation in violation of the FEHA, (7) defamation, (8) intentional interference with prospective economic opportunity, (9) negligent interference with prospective economic opportunity, and (10) intentional infliction of emotional distress related to her employment with the City and seeking damages for lost earnings and benefits and emotional distress;

E. Defendants categorically deny any and all of the claims and allegations asserted by Atkinson against Defendants but have been forced to incur significant fees and costs as a result of Atkinson's Lawsuit and therefore wish to avoid incurring any additional litigation expenses;

F. This Agreement is intended to be a full, complete and final settlement of each and every claim, cause of action, appeal, or liability, whether known or unknown, Atkinson may have or may have had against Defendants prior to and up through the date Atkinson executes this Agreement, including, but not limited to the Administrative Charges, and the Lawsuit and any other claims by Atkinson arising out of, or in any way related to Atkinson's employment with the City and/or separation from such employment.

NOW THEREFORE, and in consideration for the promises contained herein, and other good and valuable consideration, receipt of which is acknowledged by the execution of this Agreement, and to avoid unnecessary litigation, it is agreed by and between the Parties as follows:

I. WAIVER AND RELEASE

A. **No Admission of Liability.** This Agreement and compliance with this Agreement shall not in any way be construed as an admission by Defendants or Atkinson of the truth of any allegations, or an admission of any unlawful acts or other liability whatsoever against each other or against any other person or entity. Defendants and Atkinson specifically disclaim any liability to, against each other, or against any other person or entity, on the part of themselves, any related person or any related predecessor corporation or its or their agents, representatives or successors in interest and assigns. This Agreement cannot be used by a Party to demonstrate any admission of liability or wrongdoing by another Party.

B. **Plaintiff's Release of Claims.** Atkinson hereby and forever releases and discharges Defendants, and any past and/or present parent, subsidiary and/or affiliated entities, as well as any past and/or present direct or indirect successors, officers, officials, current and former directors, current and former trustees, heirs, predecessors, assigns, agents, insurers, employees, lay volunteers or representatives, attorneys and representatives, of each and every party, and each of them, past and present ("Releasees"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not it has been brought before any state or federal court or before any state or federal agency or other governmental entity, including, but not limited to, all of Atkinson's claims arising from or related to or attributable in whole or in part to Atkinson's employment relationship with the City, whenever those claims may have occurred.

Atkinson understands and agrees that this Agreement extends to all disputes or claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future, arising from or attributable to the above-referred matters and disputes. Atkinson understands and expressly agrees that this Agreement also extends to any other matter, event, or claim occurring prior to the date of execution of this Agreement.

Atkinson understands and agrees that she is waiving any rights she has, may have had, or may have, to pursue any and all remedies available to her under any employment-related or other cause of action against Releasees, including, without limitation, any claims for discrimination, harassment, and/or retaliation, claims under the California Fair Employment and Housing Act (California Government Code section 12900, et seq.), the California Family Rights Act (California Government Code section 12945.2), the Unruh and George Civil Rights Acts (California Civil Code section 51, et seq.), all provisions of the California Labor Code and any wage orders or similar directives or authorities issued by any federal or state authority having enforcement powers, the Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e, et seq.), the Age Discrimination in Employment Act (29 U.S.C. § 621, et seq.), the Equal Pay Act (29 U.S.C. § 206(d)), the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), the Family and Medical Leave Act (29 U.S.C. § 2601, et seq.), the Employment Retirement Income Security Act of 1974 (29 U.S.C. § 1001, et seq.),

Sections 1981-88 of Title 42 of the United States Code (42 U.S.C. § 1981, et seq.), the American with Disabilities Act (42 U.S.C. § 12101, et seq.), claims of retaliation or whistle-blowing (including but not limited to California Labor Code section 1102.5, et seq. and Government Code section 12653), claims for breach of any type of contract, including written, oral or implied and, including, but not limited to the Contract, breach of any covenant, promise or representation pertaining to PLAINTIFF's employment, whether expressed or implied, and all other claims arising in contract, tort or equity or under any other statute, whether federal, state or local up to the date of execution of this Agreement (collectively referred to as "Released Claims").

This Agreement does not limit Atkinson's ability to bring an administrative charge with an administrative agency, but Plaintiff expressly waives and releases any right to recover any type of personal relief from Defendants, including monetary damages or reinstatement, in any administrative action or proceeding, whether state or federal, and whether brought by Atkinson or on Atkinson's behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits Atkinson from reporting possible violations of law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Civil Rights Department, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. Atkinson does not need prior authorization of Defendants to make any such reports or disclosures and is not required to notify Defendants that she has made such reports or disclosures.

C. **Civil Code Section 1542 Waiver.** Atkinson hereby waives any and all rights that she may have pursuant to California Civil Code section 1542, which reads as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

1. Atkinson hereby expressly waives the provisions of California Civil Code section 1542 and further expressly waives any right to invoke said provisions now or at any time in the future.

2. Atkinson recognizes and acknowledges that factors which have induced her to enter into this Agreement may turn out to be incorrect or to be different from what she had previously anticipated, and she hereby expressly assumes any and all of the risks thereof and further expressly assumes the risks of waiving the rights provided by California Civil Code section 1542.

G. **Release of All Claims Pursuant to Any MOU.** Atkinson hereby expressly waives any and all claims now and forever that she has or may have to rights or benefits pursuant to the Memorandum of Understanding between the City of Redlands and the Redlands Civilian Safety Employee Association (the "MOU"), covering the years 2017 through 2023 or any other MOUs between the City of Redlands and the Redlands Civilian Safety Employee Association. Atkinson

also hereby expressly waives all claims now and forever that she has or may have that are or would be pursued by the Redlands Civilian Safety Employee Association with the Public Employment Relations Board ("PERB"). Moreover, Atkinson specifically acknowledges and agrees that she waives any and all voting rights she may believe she has or she may have regarding any current or future Redlands Civilian Safety Employee Association claims, issues, matters and/or PERB charges or matters.

H. **Effective Date.** The Effective Date of this Agreement shall be the last date on which all of the following occurs: (1) all Parties have signed this Agreement and (2) the Agreement has been fully approved by the City's City Council as specified in Section III(A) below.

I. **Representation of No Pending Claims.** Atkinson represents that, other than the claims described herein, she has not filed any lawsuits, complaints, appeals, claims, applications, or charges against Defendants or the Releasees with any state or federal court, or local, state, or federal agency, or administrative or quasi-administrative tribunal or person, based on any events occurring on or prior to the date of execution of this Agreement.

II. PAYMENT AND DISMISSAL

The Parties agree that upon execution of this Agreement, the Parties shall perform the following acts:

A. Plaintiff and/or her counsel, Luna Legal Firm, shall sign and forward to Defendants' attorneys, Liebert Cassidy Whitmore, 401 West A Street, Suite 1675, a request for dismissal of the Lawsuit with prejudice. Liebert Cassidy Whitmore shall not file the dismissal until payment of the Settlement Proceeds, described in Section II(B)(3) below. The payment of Settlement Proceeds is contingent on Liebert Cassidy Whitmore's receipt of the request for dismissal with prejudice of the Lawsuit.

B. The City shall pay to Atkinson the total sum of one hundred seventy five thousand dollars ($175,000) (the "Settlement Proceeds") to be paid as directed below:

1. One hundred seventy five thousand dollars ($175,000) shall be made payable to "Luna Legal Firm P.C. c/o Lissette Atkinson" as damages for alleged injuries and attorneys' fees, to be reported on Form 1099s as required by law.

2. The payment of the Settlement Proceeds shall be made by the City within 30 days of the Effective Date of this Agreement, provided that: (1) Atkinson or Luna Legal Firm have tendered the signed request for dismissal and (2) both Atkinson and Luna Legal Firm have provided completed Form W-9s prior to payment.

C. The City agrees that it shall pay the entirety of the June 27, 2024 mediation fees paid by Plaintiff in the amount of six thousand three hundred seventy five dollars ($6,375) made payable to Luna Legal Firm P.C. c/o Lissette Atkinson within thirty (30) days of the Effective Date

of this Agreement provided that: (1) Atkinson or Luna Legal Firm have tendered the signed request for dismissal and (2) both Atkinson and Luna Legal Firm have provided completed Form W-9s prior to payment.

III. GENERAL PROVISIONS

A. **City Council Approval.** The Parties understand and agree that this Agreement is contingent upon approval by the City of Redlands' City Council and will not become effective and enforceable unless and until the City Council approves the Agreement.

B. **No Representation of Tax Liabilities.** No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. Defendants do not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Atkinson agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Atkinson agrees to indemnify and hold Defendants and all Releasees harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff agrees to be liable for indemnifying and holding Defendants, their agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Plaintiff and her counsel, Luna Legal Firm.

D. **Each Party to Bear Own Fees and Costs.** Aside from what is specifically provided for in this Agreement, each Party shall bear their own costs, expenses and attorneys' fees incurred in connection with the proceedings and/or events resulting in and/or preceding this Agreement, or in connection with any other claims made or investigated by either Party against the other in any forum (civil, criminal, administrative or quasi-administrative), and each of the Parties hereto expressly waives any claim for recovery of any such costs, expenses or attorneys' fees from the other Party. Attorneys for all Parties to this Agreement do likewise expressly waive any claim for recovery of costs, expenses and/or attorney's fees from the opposing Party(ies). Neither Party shall be deemed a "prevailing party" by virtue of executing this Agreement.

E. **No Prior Assignments**. Atkinson represents that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against Defendants.

F. **Enforcement.** This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of San Bernardino, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

G. **Covenant to Effectuate Agreement.** Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

H. **Covenant not to Sue.** To the extent permitted by applicable law, Atkinson promises not to file any lawsuits in any court, or any demand for arbitration, against any of the Releasees as it relates to any Released Claims.

I. **Waiver of Terms of Agreement**. No waiver by any Party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the Party to be charged or held bound. It is further understood and agreed that if, at any time, a breach of any term of this Agreement is asserted by any Party hereto, that Party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including, but not limited to, damages.

J. **No Duress or Undue Influence.** The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

K. **Consultation with Counsel.** The Parties affirm that, prior to execution of this Agreement, they have consulted with their respective legal counsel/representatives concerning the terms and conditions set forth herein, and that they understand the advice provided to them.

L. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect. This Agreement may not be modified unless agreed to and signed by the Parties.

M. **Interpretation.** This Agreement has been jointly negotiated and drafted by counsel for the Parties. The language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties.

N. **Severability.** In the event that any one or more provisions of this Agreement shall be declared to be illegal, invalid, unenforceable, and/or void by a court of competent jurisdiction, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement but this Agreement shall in all other respects remain unmodified and continue in force and effect.

O. **No Precedent.** This Agreement is in no way intended, and shall in no way be construed, to restrict rights guaranteed to Defendants under local, state or federal law, rule, policy or agreement or to establish a precedent in this or any other matter, now or in the future.

P. **Non-Disparagement.** Atkinson agrees not to disparage Defendants. "Disparage" as used herein shall mean any communication, oral or written, of false information or the communication of information with reckless disregard to its truth, or falsity.

Nothing in this Agreement prevents Atkinson from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Atkinson has reason to believe is unlawful.

R. **Confidentiality and Disclosure of Terms.** Except as disclosed to the Court herein, the Parties each agree to maintain the confidentiality of the negotiations underlying this Agreement to the extent permitted by law, and agree that they shall not voluntarily and publicly discuss the negotiations that led to this Agreement. This provision shall not extend to any information related to the negotiations of this Agreement that Defendants may be required to disclose pursuant to the requirements of the Ralph M. Brown Act, Government Code section 54950, *et seq.*, the California Public Records Act, Government Code section 6250, *et seq.*, Civil Code section 1670.11, and Code of Civil Procedure section 1001 and Government Code section 12964.5 as expanded by SB 331, City of Redlands Municipal Code section 2.60.030, or the provisions of any other law or regulation requiring disclosure of information by public entities.

S. **Execution of Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE BY LISSETTE ATKINSON OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have executed the Settlement Agreement and General Release.

Dated: 07 / 01 / 2024 By: _____
LISSETTE ATKINSON

CITY OF REDLANDS

Dated: _____ By: _____
EDDIE TEJEDA, MAYOR

R. **Confidentiality and Disclosure of Terms.** Except as disclosed to the Court herein, the Parties each agree to maintain the confidentiality of the negotiations underlying this Agreement to the extent permitted by law, and agree that they shall not voluntarily and publicly discuss the negotiations that led to this Agreement. This provision shall not extend to any information related to the negotiations of this Agreement that Defendants may be required to disclose pursuant to the requirements of the Ralph M. Brown Act, Government Code section 54950, *et seq.*, the California Public Records Act, Government Code section 6250, *et seq.*, Civil Code section 1670.11, and Code of Civil Procedure section 1001 and Government Code section 12964.5 as expanded by SB 331, City of Redlands Municipal Code section 2.60.030, or the provisions of any other law or regulation requiring disclosure of information by public entities.

S. **Execution of Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE BY LISSETTE ATKINSON OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have executed the Settlement Agreement and General Release.

Dated: _____ By: _____
LISSETTE ATKINSON

CITY OF REDLANDS

Dated: 7/3/24 By: _____
EDDIE TEJEDA, MAYOR

ATTEST:

_____
City Clerk

12507225.1 RE035-049

City Council Meeting **H. 5.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8612 to receive an annual report of City of Redlands surplus lands (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8612.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8612 declaring certain City-owned properties classified as "not surplus" or "exempt property", and determine that adoption of the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Assembly Bill (AB) 1486 was approved by the State Legislature and signed by the Governor in the Fall of 2019. AB 1486 made various amendments to Government Code Sections 54220 *et seq*., concerning the process for disposition of surplus land by cities and other local agencies. These new laws became effective on January 1, 2020. As such, these new laws require the City to annually report on surplus land held by the City. The intent of this legislation, is to improve the process for providing notice of surplus land to facilitate the development of affordable housing around the State. The new law requires that any land "not necessary for the agency's use" be declared surplus.

Prior to the disposition of the land, "Agency's use" is defined in the new law as land that is used or planned to be used for the agency's work or operations,

such as a water treatment plant, park, detention basin, or other agency use. The state law definition of “Agency use” expressly excludes commercial or industrial uses, such as non-government retail, entertainment, or office development. If an agency disposes of land to finance such a project or activity, that disposition must go through the surplus land process under the new law.

Resolution No. 8612 includes Exhibit "A", which includes a table of properties that are not surplus, and the agency has a use for each property. Exhibit "B" includes a table of exempt properties with the criteria for exemption.

Adoption of Resolution No. 8612 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA). This section states that a project is exempt from CEQA if it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The recommended action is consistent with this section as it only identifies certain property as not surplus and will not have a physical effect on the environment.

ALTERNATIVES:

The City Council may elect not to adopt the resolution or provide alternative direction to staff.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Christopher Boatman, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Tricia Swope, Manager, Facilities and Community Services

Fiscal Impact

Discussion:

There is no fiscal impact related to approval of this Resolution.

Attachments

Resolution No. 8612

RESOLUTION NO. 8612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING CERTAIN CITY-OWNED REAL PROPERTIES NOT SURPLUS PURSUANT TO GOVERNMENT CODE SECTION 54220, ET SEQ.

WHEREAS, the Surplus Property Land Act, Government Code Section 54220, et seq., defines surplus property as land owned by any local agency that is not necessary for the agency's use; and

WHEREAS, staff has completed a review of City-owned property and has identified certain sites that may not be necessary for the City's use as defined in state law; and

WHEREAS, the passage of this resolution will not cause a direct physical change in the environment, nor a reasonably foreseeable indirect physical change in the environment; this action is therefore exempt from further environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act guidelines; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The City Council hereby determines that approval of this Resolution is exempt from further environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act guidelines as approval of this resolution will not cause a direct physical change to the environment, nor a reasonably foreseeable indirect physical change to the environment.

Section 2. The City Council hereby declares that those certain City-owned properties, and any rights, title, and interest therein, listed in Exhibit "A," attached hereto and incorporated by this reference, are necessary for the City's use and are declared not surplus.

Section 3. The City Council hereby declares that those certain City-owned properties, and any rights, title, and interest therein, listed in Exhibit "B," attached hereto and incorporated by this reference, are exempt from Articles II and III of Government Code Section 54220, et seq.

Section 4. This Resolution shall take effect take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at regular meeting thereof held on the 16th day of July 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

EXHIBIT "A"

PARCEL LIST – PROPERTY NOT SURPLUS

	APN	ADDRESS	AGENCY USE
1	0167-011-04-0000	8195 ALABAMA ST	Settling Pond
2	0167-011-09-0000	ALABAMA ST & SANTA ANA RIVER	Rock, Sand and Gravel Production
3	0167-051-04-0000	COMMUNITY PARK/FIELD	Between Church/Orange, San Bernardino/Pennsylvania
4	0167-081-46-0000	RIVERVIEW DR & CHURCH ST	Open Space
5	0167-101-15-0000	1660 TEXAS ST	Reservoir
6	0167-101-16-0000	TEXAS ST & SAN BERNARDINO AVE	Citrus
7	0167-151-22-0000	10 W PENNSYLVANIA AVE	Fire Station
8	0167-161-06-0000	1535 N CHURCH ST	Park
9	0167-161-08-0000	1521 N CHURCH ST	Park
10	0167-17-101-0000	1321 TEXAS ST	Reservoir/Park
11	0167-242-15-0000	1251 CLAY ST	Boys & Girls Club
12	0167-242-17-0000	1251 CLAY ST	Boys & Girls Club
13	0167-243-16-0000	111 W LUGONIA AVE	Community Center
14	0167-391-07-0000	EASEMENT - W. OF ALABAMA & E. OF CALIFORNIA	City Citrus Groves (By Landfill)
15	0167-391-08-0000	1950 NEVADA ST	Wastewater
16	0167-391-11-0000	1950 NEVADA ST	Wastewater/Landfill
17	0167-412-01-0000	RIVERVIEW DR & CLEMENTINE ST	Park
18	0167-422-43-0000	TEXAS ST & DOMESTIC AVE	Greenbelt
19	0167-511-11-0000	2401 W SAN BERNARDINO AVE	Citrus
20	0167-511-12-0000	2401 ALMOND AVE	Citrus
21	0167-841-73-0000	RIVERVIEW DR & KINGSBURY DR	Open Space
22	0167-861-19-0000	RIVERVIEW DR & GLOVER ST	Open Space
23	0167-861-55-0000	RIVERVIEW DR & BROOKSTONE ST	Open Space
24	0167-891-26-0000	140 W RIVERVIEW DR	Park
25	0168-031-08-0000	SESSUMS DR & WABASH AVE	Airport
26	0168-031-10-0000	SESSUMS DR & WABASH AVE	Airport
27	0168-031-12-0000	1551 SESSUMS DR	Airport
28	0168-041-19-0000	1625 Sessums Dr	Airport
29	0168-031-21-0000	1790 N DEARBORN ST	Park
30	0168-031-22-0000	1790 N DEARBORN ST	Park
31	0168-041-19-0000	1625 SESSUMS DR	Airport
32	0168-041-21-0000	1745 SESSUMS DR	Airport

	APN	ADDRESS	AGENCY USE
33	0168-041-25-0000	SESSUMS DR & WABASH AVE	Airport
34	0168-041-45-0000	1790 N DEARBORN ST	Park
35	0168-041-46-0000	1790 N DEARBORN ST	Park
36	0168-041-49-0000	1655 SESSUMS DR	Airport
37	0168-041-53-0000	1795 SESSUMS DR	Airport
38	0168-041-60-0000	1755 SESSUMS DR	Airport
39	0168-071-02-0000	1790 N DEARBORN ST	Park
40	0168-071-72-0000	SESSUMS & DEARBORN	Citrus
41	0168-071-74-0000	LUCAS LN & SAN BERNARDINO AVE	Greenbelt
42	0168-091-02-0000	1790 N DEARBORN ST	Park
43	0168-091-05-0000	1790 N DEARBORN ST	Park
44	0168-091-09-0000	1790 N DEARBORN ST	Park
45	0168-121-02-0000	SAN BERNARDINO AVE & JUDSON ST	Citrus
46	0168-161-08-0000	300 E LUGONIA AVE	Citrus
47	0168-311-08-0000	SESSUMS DR & WABASH AVE	Airport
48	0168-321-11-0000	CRAFTON AVE & ANZIO AVE	Water Treatment
49	0168-341-02-0000	1330 AMETHYST ST	Clubhouse
50	0168-343-01-0000	MILL CREEK RD & MENTONE AVE	Vacant
51	0168-351-05-0000	MILL CREEK RD & JULIAN DR W	Spreading Basin
52	0168-351-07-0000	MILL CREEK RD & PLUMMERS LN	Intake Structure for Tate
53	0168-351-08-0000	MILL CREEK RD & PLUMMERS LN	Intake Structure for Tate
54	0168-362-01-0000	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
55	0168-362-02-0000	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
56	0168-362-03-0000	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
57	0168-362-05-0000	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
58	0168-363-01-0000	34001 MILL CREEK RD	Existing/Future Utilities
59	0168-363-02-0000	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
60	0168-363-03-0000	MILL CREEK RD & BRYANT ST	Existing/Future Utilities
61	0168-731-26-0000	DEARBORN ST & FOOTHILL WAY	Citrus
62	0168-731-27-0000	DEARBORN ST & SAN BERNARDINO AVE	Citrus
63	0168-741-79-0000	DEARBORN ST & FOOTHILL WAY	Citrus
64	0168-741-80-0000	DEARBORN ST & FOOTHILL WAY	Citrus
65	0168-741-81-0000	CAPRI & GRANITE ST	Citrus
66	0168-751-57-0000	SAN BERNARDINO AVE & DEARBORN ST	Citrus
67	0168-751-58-0000	SAN BERNARDINO AVE & DEARBORN ST	Citrus
68	0168-751-60-0000	DEARBORN ST & FOOTHILL WAY	Citrus
69	0168-771-51-0000	CAPRI & GRANITE ST	Citrus
70	0168-791-29-0000	1320 REVELATION WAY	Citrus

	APN	ADDRESS	AGENCY USE
71	0168-791-30-0000	LUGONIA AVE & REVELATION WAY	Citrus
72	0168-801-39-0000	VALLEY FALLS AVE & WABASH AVE	Citrus
73	0168-801-40-0000	1781 VALLEY FALLS AVE	Citrus
74	0168-891-21-0000	JUDSON ST & PIONEER AVE	Citrus
75	0168-891-22-0000	JUDSON ST & LUCAS LN	Park
76	0168-891-23-0000	JUDSON ST & LUCAS LN	Park
77	0168-891-27-0000	JUDSON ST & PIONEER AVE	Park
78	0168-901-68-0000	ADELINE AVE & SAN BERNARDINO AVE	Citrus
79	0168-901-69-0000	ADELINE AVE & SAN BERNARDINO AVE	Citrus
80	0168-901-70-0000	ADELINE AVE & PENNSYLVANIA AVE	Citrus
81	0168-901-72-0000	ADELINE AVE & PENNSYLVANIA AVE	Citrus
82	0168-901-73-0000	ADELINE AVE & PENNSYLVANIA AVE	Citrus
83	0168-911-53-0000	PENNSYLVANIA AVE & SHANNON AVE	Greenbelt
84	0168-911-54-0000	PENNSYLVANIA AVE & ADELINE AVE	Greenbelt
85	0168-921-55-0000	1443 GALWAY AVE	Park
86	0169-091-13-0000	1006 OXFORD DR	Quad
87	0169-301-30-0000	5TH ST & REDLANDS BLVD	Parking Lot
88	0169-321-03-0000	CHURCH ST & CENTRAL AVE	Public Facility
89	0169-351-01-0000	1270 W PARK AVE	City Yard
90	0169-351-04-0000	1267 W REDLANDS BLVD	Public Facility
91	0169-351-05-0000	1270 W PARK AVE	City Yard
92	0169-351-06-0000	1270 W PARK AVE	City Yard
93	0169-351-07-0000	KANSAS ST & REDLANDS BLVD	Public Facility
94	0170-082-09--0000	939 E HIGH AVE	Public Facility
95	0170-083-01-0000	UNIVERSITY ST & COLTON AVE	Park
96	0170-083-03-0000	UNIVERSITY ST & COLTON AVE	Park
97	0170-142-07-0000	525 N UNIVERSITY ST	Park
98	0170-142-08-0000	UNIVERSITY ST & COLTON AVE	Park
99	0170-142-09-0000	UNIVERSITY ST & COLTON AVE	Park
100	0170-142-10-0000	UNIVERSITY ST & COLTON AVE	Park
101	0170-181-44-0000	Church St & Stuart Ave	Public Facility
102	0170-231-25-0000	CHURCH ST & CENTRAL AVE	High School
103	0170-281-16-0000	1490 SYLVAN BLVD	Park
104	0170-281-18-0000	1450 SYLVAN BLVD	Park
105	0170-281-20-0000	1446 SYLVAN BLVD	Park
106	0170-302-06-0000	500 N DEARBORN ST	Reservoir
107	0170-302-17-0000	DEARBORN ST & SYLVAN BLVD	Reservoir
108	0170-302-18-0000	500 N DEARBORN ST	Reservoir

	APN	ADDRESS	AGENCY USE
109	0170-311-02-0000	WABASH AVE & COLTON AVE	Park
110	0170-311-04-0000	WABASH AVE & INDEPENDENCE AVE	Park
111	0170-311-06-0000	WABASH AVE & COLTON AVE	Park
112	0170-312-31-0000	WABASH AVE & INDEPENDENCE AVE	Park
113	0170-375-01-0000	SYLVAN BLVD & LINCOLN ST	Flood Control
114	0170-461-02-0000	LARAMIE AVE & LINCOLN ST	Park
115	0170-461-03-0000	LARAMIE AVE & LINCOLN ST	Park
116	0170-461-04-0000	LARAMIE AVE & LINCOLN ST	Park
117	0171-021-03-0000	REDLANDS BLVD & NEW YORK ST	Park
118	0171-021-09-0000	NEW YORK ST & REDLANDS BLVD	Park
119	0171-021-11-0000	REDLANDS BLVD & TEXAS ST	Park
120	0171-021-12-0000	REDLANDS BLVD & TEXAS ST	Parking Lot
121	0171-062-17-0000	REDLANDS BLVD & 5TH ST	Parking Lot
122	0171-088-01-0000	525 E CITRUS AVE	Fire Station
123	0171-132-16-0000	300 E STATE ST	Public Facility
124	0171-233-19-0000	PARKWOOD DR & OLIVE AVE	Park
125	0171-241-01-0000	PARKWOOD DR & GLENWOOD DR	Park
126	0171-242-01-0000	PARKWOOD DR & GLENWOOD DR	Park
127	0171-243-01-0000	PARKWOOD DR & GLENWOOD DR	Park
128	0171-244-06-0000	GRANT ST & GLENWOOD DR	Redlands Bowl
129	0171-244-07-0000	GRANT ST & GLENWOOD DR	Redlands Bowl
130	0171-244-08-0000	21 GRANT ST	Senior Center
131	0171-244-09-0000	21 GRANT ST	Senior Center
132	0171-244-10-0000	15 GRANT ST	Parking Lot
133	0171-244-28-0000	EUREKA ST & VINE ST	Parking Lot
134	0171-244-29-0000	GRANT ST & GLENWOOD DR	Redlands Bowl
135	0171-244-30-0000	168 S EUREKA ST	Public Facility
136	0171-261-01-0000	30 CAJON ST	Police Annex
137	0171-271-11-0000	35 CAJON ST	Civic Center
138	0171-271-13-0000	35 CAJON ST	Civic Center
139	0171-291-01-0000	125 W VINE ST	Library
140	0171-291-20-0000	173 S EUREKA ST	Clubhouse
141	0172-091-18-0000	OLIVE AVE & MELBURY PL	Citrus
142	0172-091-19-0000	OLIVE AVE & MELBURY PL	Citrus
143	0172-091-20-0000	OLIVE AVE & MELBURY PL	Citrus
144	0171-291-20-0000	173 S EUREKA ST	Clubhouse
145	0174-014-02-0000	1352 PROSPECT DR	Park
146	0174-014-03-0000	1352 PROSPECT DR	Park

	APN	ADDRESS	AGENCY USE
147	0174-014-04-0000	HIGHLAND AVE & CAJON ST	Citrus
148	0174-014-05-0000	HIGHLAND AVE & CAJON ST	Citrus
149	0174-014-06-0000	1352 PROSPECT DR	Park
150	0174-023-04-0000	PROSPECT ST & FOUNTAIN AVE	Citrus
151	0174-062-08-0000	REDLANDS BLVD & FORD ST	Well Site
152	0174-071-11-0000	FRANKLIN AVE & CAJON ST	Park
153	0174-141-12-0000	PARKFORD DR & MARSHALL ST	Park
154	0174-141-25-0000	PARKFORD DR & MARSHALL ST	Park
155	0174-142-01-0000	PARKFORD DR & MARSHALL ST	Park
156	0174-142-03-0000	PARKFORD DR & MARSHALL ST	Park
157	0174-221-41-0000	5TH ST & MARION RD	Citrus
158	0174-252-03-0000	SUNSET DR & SOUTH AVE	Reservoir
159	0174-252-06-0000	SUNSET DR & FELISA CT	Reservoir
160	0174-281-24-0000	851 WABASH AVE	Open Space
161	0174-281-26-0000	WABASH AVE & PANORAMA DR	Open Space
162	0174-281-28-0000	WABASH AVE & PANORAMA DR	Open Space
163	0174-651-35-0000	5TH AVE & WABASH AVE	Greenbelt
164	0175-011-35-0000	SMILEY HEIGHTS DR & CALLE DE LAS PALMAS	Reservoir
165	0175-011-52-0000	SMILEY HEIGHTS DR & CALLE DE LAS PALMAS	Reservoir
166	0175-011-62-0000	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
167	0175-011-76-0000	447 SAN TIMOTEO CANYON RD	Open Space
168	0175-011-77-0000	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
169	0175-122-11-0000	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
170	0175-131-01-0000	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
171	0175-131-14-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
172	0175-131-18-0000	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
173	0175-131-19-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
174	0175-131-20-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
175	0175-131-21-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
176	0175-131-24-0000	SAN TIMOTEO CANYON RD & FERN AVE	Open Space
177	0175-142-08-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
178	0175-142-10-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space

	APN	ADDRESS	AGENCY USE
179	0175-144-34-0000	1540 ALESSANDRO RD	Cemetery
180	0175-144-35-0000	1540 ALESSANDRO RD	Cemetery
181	0175-161-03-0000	1540 ALESSANDRO RD	Cemetery
182	0175-241-03-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
183	0175-251-11-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
184	0175-261-03-0000	1540 ALESSANDRO RD	Cemetery
185	0175-261-07-0000	1540 ALESSANDRO RD	Cemetery
186	0175-262-04-0000	ALESSANDRO RD & W SUNSET DR	Cemetery
187	0175-451-17-0000	1540 ALESSANDRO RD	Cemetery
188	0176-033-09-0000	MARGARITA DR & MARILYN LN	Reservoir
189	0176-033-10-0000	MARGARITA DR & MARILYN LN	Reservoir
190	0176-033-11-0000	MARGARITA DR & MARILYN LN	Reservoir
191	0176-074-18-0000	1716 GARDEN ST	Fire Station
192	0176-134-01-0000	MARIPOSA DR & W SUNSET DR	Park
193	0176-134-02-0000	MARIPOSA DR & W SUNSET DR	Park
194	0176-134-05-0000	MARIPOSA DR & W SUNSET DR	Park
195	0176-134-06-0000	MARIPOSA DR & W SUNSET DR	Park
196	0176-134-07-0000	MARIPOSA DR & W SUNSET DR	Park
197	0176-134-08-0000	MARIPOSA DR & W SUNSET DR	Park
198	0176-135-02-0000	1741 CHAPPARAL RD	Park
199	0176-142-10-0000	W SUNSET DR & VALLE VISTA DR	Greenbelt
200	0176-151-12-0000	MARIPOSA DR & W SUNSET DR	Park
201	0176-192-12-0000	COUNTRY CLUB DR & VERDE VISTA DR	Reservoir
202	0281-232-27-0000	DAVIDSON ST & CURTIS ST	Well Site
203	0281-232-28-0000	DAVIDSON ST & CURTIS ST	Well Site
204	0291-172-06-0000	RIVERVIEW DR & ORANGE ST	Well Site
205	0291-172-07-0000	RIVERVIEW DR & ALTA ST	Citrus
206	0291-172-12-0000	RIVERVIEW DR & CAVE ST	Well Site
207	0291-172-13-0000	RIVERVIEW DR & GLOVER ST	Well Site
208	0291-181-13-0000	RIVERVIEW DR & RIVERBEND RD	Well Site
209	0291-201-03-0000	SESSUMS DR & WABASH AVE	Airport
210	0291-201-04-0000	SESSUMS DR & WABASH AVE	Airport
211	0291-201-05-0000	SESSUMS DR & WABASH AVE	Airport
212	0291-201-06-0000	SESSUMS DR & WABASH AVE	Airport
213	0291-201-07-0000	SESSUMS DR & WABASH AVE	Airport
214	0291-201-11-0000	SESSUMS DR & WABASH AVE	Airport

	APN	ADDRESS	AGENCY USE
215	0291-201-17-0000	SESSUMS DR & WABASH AVE	Airport
216	0292-034-35-0000	BRYN MAWR AVE & 10 FREEWAY	Citrus
217	0292-034-36-0000	BRYN MAWR AVE & 10 FREEWAY	Citrus
218	0292-034-37-0000	CALIFORNIA ST & 10 FREEWAY	Citrus
219	0292-041-36-0000	1950 NEVADA ST	Wastewater
220	0292-041-37-0000	1950 NEVADA ST	Wastewater
221	0292-041-39-0000	ALABAMA ST & SANTA ANA RIVER	Landfill
222	0292-044-01-0000	27050 PALMETTO AVE	Landfill
223	0292-044-02-0000	27050 PALMETTO AVE	Landfill
224	0292-044-03-0000	27050 PALMETTO AVE	Landfill
225	0292-044-04-0000	1951 NEVADA ST	Landfill
226	0292-044-07-0000	27050 PALMETTO AVE	Landfill
227	0292-044-08-0000	2151 NEVADA ST	Citrus
228	0292-044-15-0000	27050 PALMETTO AVE	Landfill
229	0292-044-16-0000	NEVADA ST & PALMETTO AVE	Landfill
230	0292-064-32-0000	CALIFORNIA ST & 10 FREEWAY	Citrus
231	0292-071-02-0000	ALABAMA ST & SANTA ANA RIVER	Settling Pond
232	0292-071-03-0000	ALABAMA ST & SANTA ANA RIVER	Settling Pond
233	0292-071-04-0000	ALABAMA ST & SANTA ANA RIVER	Settling Pond
234	0292-071-34-0000	ALABAMA ST & SANTA ANA RIVER	Percolating Ponds for WWTP
235	0292-157-16-0000	1625 W REDLANDS BLVD	Public Facility
236	0292-166-08-0000	11126 IOWA ST	Park
237	0292-184-02-0000	KANSAS ST & REDLANDS BLVD	Public Facility
238	0292-184-05-0000	1301 W REDLANDS BLVD	Public Facility
239	0292-184-18-0000	1341 W REDLANDS BLVD	Public Facility
240	0293-031-38-0000	1ST ST & WHITTIER AVE	Well Site
241	0293-133-01-0000	BROOKSIDE AVE & TERRACINA BLVD	Park
242	0294-091-60-0000	1900 ALESSANDRO RD	Open Space
243	0294-091-61-0000	SAN TIMOTEO CANYON RD & ALESSANDRO RD	Open Space
244	0294-091-62-0000	1908 ALESSANDRO RD	Open Space
245	0294-121-31-0000	CREEKSIDE DR & HORSE TRAIL DR	Open Space
246	0297-111-05-0000	SESSUMS DR & WABASH AVE	Airport
247	0297-111-07-0000	SESSUMS DR & WABASH AVE	Airport
248	0298-151-37-0000	AGATE AVE & SALERNO AVE	Reservoir
249	0298-291-02-0000	GARNET ST & MILL CREEK RD	Well Site
250	0298-292-06-0000	GARNET ST & MILL CREEK RD	Well Site

	APN	ADDRESS	AGENCY USE
251	0298-311-12-0000	NAPLES AVE & ROSE ST	Well Site
252	0298-331-34-0000	1369 FAIRVIEW LN	Reservoir
253	0299-212-06-0000	WABASH AVE & PANORAMA DR	Vehicle Access
254	0299-291-15-0000	VALENCIA DR & KING ST	Reservoir
255	0299-321-63-0000	CAMPUS DR & SAND CANYON RD	Reservoir
256	0299-421-41-0000	WABASH AVE & CITRUS AVE	Greenbelt
257	0299-421-42-0000	CITRUS AVE & JACINTO RANCHES LN	Greenbelt
258	0299-431-35-0000	MONTECITO LN & WABASH AVE	Greenbelt
259	0299-431-36-0000	MONTECITO LN & WABASH AVE	Common Recreation
260	0299-431-37-0000	MONTECITO LN & WABASH AVE	Greenbelt
261	0299-431-38-0000	MONTECITO LN & WABASH AVE	Greenbelt
262	0300-231-24-0000	SOUTH OF OAKMONT PARK	Open Space Emerald Necklace
263	0300-231-31-0000	SOUTH OF OAKMONT PARK	Open Space Emerald Necklace
264	0300-231-36-0000	LIVE OAK CANYON RD	Open Space Emerald Necklace
265	0300-231-38-0000	31110 LIVE OAK CANYON RD	Open Space Emerald Necklace
266	0300-231-61-0000	31215 SUTHERLAND DR	Park
267	0300-241-15-0000	31200 LIVE OAK CANYON RD	Open Space Emerald Necklace
268	0300-241-24-0000	LIVE OAK CANYON RD	Open Space Emerald Necklace
269	0300-241-25-0000	31313 LIVE OAK CANYON RD	Open Space Emerald Necklace
270	0300-241-36-0000	EAST OF OAKMONT PARK	Open Space
271	0300-451-08-0000	13198 HELEN CT	Reservoir
272	0300-451-13-0000	HELEN DR & BRUDER LN	RESERVOIR
273	0300-451-14-0000	HELEN DR & BRUDER LN	RESERVOIR
274	0300-451-24-0000	HELEN DR & BRUDER LN	RESERVOIR
275	0300-451-25-0000	HELEN DR & BRUDER LN	RESERVOIR
276	0300-461-21-0000	COUNTRY CLUB DR & VERDE VISTA DR	Reservoir
277	0301-191-19-0000	31839 HIGHVIEW DR	Open Space
278	0302-082-06-0000	33663 NEWPORT AVE	Well Site
279	0302-171-06-0000	3040 MILL CREEK RD	Reservoir
280	0302-181-01-0000	33501 MILL CREEK RD	Open Space
281	0302-181-02-0000	33251 MILL CREEK RD	Open Space
282	1212-011-72-0000	RIVERVIEW DR & CHURCH ST	Open Space

	APN	ADDRESS	AGENCY USE
283	1212-021-63-0000	RIVERVIEW DR & MADISON ST	Open Space
284	1212-031-01-0000	RIVERVIEW DR & RIVERBEND RD	Citrus
285	1212-031-02-0000	RIVERVIEW DR & RIVERBEND DR	Citrus
286	1212-201-29-0000	PENNSYLVANIA AVE & JUDSON ST	Well Site
287	1212-211-01-0000	SAN BERNARDINO AVE & JUDSON ST	Citrus
288	1212-211-02-0000	JUDSON ST & PENNSYLVANIA AVE	Citrus
289	1212-441-02-0000	RIVERVIEW DR & CHURCH ST	Well Site
290	1212-451-62-0000	PIONEER AVE & JUDSON ST	Citrus
291	1212-451-63-0000	SAN BERNARDINO AVE & JUDSON ST	Greenbelt
292	1212-451-64-0000	SAN BERNARDINO AVE & HARRISON LN	Greenbelt
293	1212-451-65-0000	HARRISON LN & LUCAS LN	Greenbelt
294	1212-451-66-0000	LUCAS LN & HARRISON LN	Greenbelt
295	1212-451-67-0000	LUCAS LN & HAMILTON CT	Greenbelt
296	1212-451-68-0000	PIONEER AVE & JUDSON ST	Flood Control

EXHIBIT "B"

EXEMPT PROPERTY

Criteria for Exemption
1. Less than 5,000 square feet
2. No record access
3. Less than 10,000 square feet and not contiguous to open space

				Criteria 1	Criteria 2	Criteria 3	
	APN	**Address**	**Agency Use**	**LT5000**	**Access**	**GT51T10**	**Contig**
1	016706123	DOMESTIC AVE & TEXAS ST	Utility	Yes			
2	016716107	CHURCH ST & SAN BERNARDINO AVE	Park	Yes			
3	016724216	1251 CLAY ST	Boys & Girls Club			Yes	No
4	016725313	1257 HERALD ST	Right-of-Way			Yes	No
5	016742244	CLEMENTINE DR & DOMESTIC AVE	Greenbelt	Yes	Yes		
6	016742245	DESERT LIME CT & DOMESTIC AVE	Greenbelt	Yes	Yes		
7	016742246	DOMESTIC AVE & CITRON CT	Greenbelt	Yes	yes		
8	016743241	PIONEER AVE & CLEMINTINE DR	Greenbelt	Yes	Yes		
9	016743242	PIONEER AVE & CLEMINTINE DR	Greenbelt	Yes	Yes		
10	016757106	CALIFORNIA ST & SAN BERNARDINO AVE	Well Site	Yes			
11	016750104	SAN BERNARDINO AVE & MTN VIEW AVE	Utility			Yes	No
12	016807101	SAN BERNARDINO ST & DEARBORN AVE	Well Site	Yes	Yes		
13	016807173	SAN BERNARDINO AVE & LUCAS LN	Greenbelt	Yes	Yes		
14	016807175	LUCAS LN & SAN BERNARDINO AVE	Greenbelt	Yes	Yes		
15	016807190	SAN BERNARDINO AVE & LUCAS LN	Greenbelt	Yes	Yes		
16	016809101	DEARBORN ST & SAN BERNARDINO AVE	Well Site	Yes			
17	016809107	FLORIDA ST & GREENSPOT RD	Utility	Yes			
18	016832107	FLORIDA ST & GREENSPOT RD	Next to right-of-way	Yes	Yes		
19	016832108	FLORIDA ST & GREENSPOT RD	Next to right-of-way	Yes	Yes		
20	016835104	NEWPORT AVE & EMERALD ST	Spreading Basin			Yes	No
21	016837108	1500 CRAFTON AVE	Well Site	Yes			
22	016889124	LUCAS LN & JUSTIN CT	Greenbelt	Yes	Yes		
23	016889125	LUCAS LN & JUSTIN CT	Greenbelt			Yes	No
24	016889126	LUCAS LN & TAYLOR CT	Greenbelt	Yes	Yes		
25	016890174	ADELINE AVE & ELLIOTT CT	Greenbelt	Yes	Yes		
26	016890175	ADELINE AVE & ELLIOTT CT	Greenbelt	Yes	Yes		
27	016890176	ADELINE AVE & SHANE CT	Greenbelt	Yes	Yes		
28	016890177	ADELINE AVE & KRISTION CT	Greenbelt	Yes	Yes		
29	016927227	REDLANDS BLVD & EUREKA ST	Parking Lot			Yes	No

				Criteria 1	Criteria 2	Criteria 3	
	APN	**Address**	**Agency Use**	**LT5000**	**Access**	**GT51T10**	**Contig**
30	016930120	ORANGE ST & REDLANDS BLVD	Parking Lot			Yes	No
31	016892154	PENNSYLVANIA AVE & ADELINE AVE	Greenbelt			Yes	No
32	016930133	5TH & REDLANDS BLVD	Parking Lot	Yes			
33	016936208	845 ALABAMA ST	Well Site	Yes	Yes		
34	016939103	REDLANDS BLVD & TENNESSEE ST	Right-of-Way	Yes	Yes		
35	017023121	CENTRAL AVE & CHURCH ST	High School			Yes	No
36	017034230	SYLVAN BLVD & LINCOLN ST	Greenbelt	Yes	Yes		
37	017106207	STATE ST & 5TH ST	Park			Yes	No
38	017108611	725 E STATE ST	Citrus	Yes	Yes		
39	017108802	525 E CITRUS AVE	Fire Station	Yes	Yes		
40	017108913	21 N CHURCH ST	Right-of-Way			Yes	No
41	017112119	50 ORANGE ST	Park	Yes	Yes		
42	017117133	STATE ST & TEXAS ST	Well Site	Yes	Yes		
43	017118126	NEW YORK ST & PINE AVE	Well Site	Yes	Yes		
44	017118139	NEW YORK ST & PINE AVE	Well Site	Yes	Yes		
45	017123221	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes			
46	017123224	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes	Yes		
47	017126114	10 CAJON ST	Greenbelt	Yes	Yes		
48	017127201	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
49	017127202	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
50	017127203	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
51	017127204	CITRUS AVE & 6TH ST	Parking Lot	Yes	Yes		
52	017127205	CITRUS AVE & 6TH ST	Parking Lot			Yes	No
53	017127206	CITRUS AVE & 6TH ST	Parking Lot			Yes	No
54	017127207	CITRUS AVE & 6TH ST	Parking Lot			Yes	No
55	017131212	OLIVE AVE & BUENA VISTA ST	Storm Drain	Yes	Yes		
56	017134110	213 MYRTLE ST	Parking Lot	Yes	Yes		
57	017135211	FERN AVE & BUENA VISTA ST	Storm Drain	Yes	Yes		
58	017244141	123 TERRACINA BLVD	Well Site	Yes			
59	017414203	PARKFORD DR & MARSHALL ST	Park	Yes			
60	017428119	WABASH AVE & PANORAMA DR	Next to right-of-way	Yes	Yes		
61	017428120	WABASH AVE & PANORAMA DR	Next to right-of-way	Yes	Yes		
62	017501152	SMILEY HEIGHTS DR & CALLE DE LAS PALMAS	Reservoir	Yes	Yes		
63	017603106	FORD ST & EUCALYPTUS DR	Well Site	Yes			
64	017614210	W SUNSET DR & VALLE VISTA DR	Greenbelt	Yes	Yes		
65	029203207	BRYN MAWR AVE & LUGONIA AVE	Well Site	Yes	Yes		
66	029302206	WHITTIER AVE & 1ST ST	Well Site	Yes	Yes		

				Criteria 1	Criteria 2	Criteria 3	
	APN	**Address**	**Agency Use**	**LT5000**	**Access**	**GT51T10**	**Contig**
67	029304103	LAWTON AVE & WHITTIER BLVD	Well Site	Yes			
68	029426214	CREEKSIDE DR & CANYON VIEW LN	Vacant	Yes	Yes		
69	029829102	GARNET ST & MILL CREEK RD	Well Site	Yes	Yes		
70	029829206	GARNET ST & MILL CREEK RD	Well Site	Yes	Yes		
71	029831112	NAPLES AVE & ROSE ST	Well Site	Yes	Yes		
72	029841143	CRAFTON AVE & MENTONE BLVD	Well Site	Yes	Yes		
73	029932164	CAMPUS DR & SAND CANYON RD	Utility	Yes			
74	029942142	CITRUS AVE & JACINTO RANCHES LN	Greenbelt	Yes	Yes		
75	029943136	MONTECITO LN & WABASH AVE	Greenbelt	Yes	Yes		
76	121221102	JUDSON ST & PENNSYLVANIA AVE	Well Site	Yes	Yes		
77	121242104	LUGONIA AVE & JUDSON ST	Vehicle Access	Yes	Yes		

City Council Meeting **H. 6.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve First Amendment to the Public Works Contract with AME Builders, Inc. doing business as AME Roofing for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units to incorporate required federal contract provisions (Fire Chief Sessler)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I approve the First Amendment to the Public Works Contract with AME Builders, Inc. doing business as AME Roofing for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units to incorporate required federal contract provisions.

RECOMMENDATION:

Staff recommends the City Council approve the First Amendment to the Public Works Contract with AME Builders, Inc. dba AME Roofing for the repair and replacement of the City's Emergency Operations Center roof and rooftop HVAC units to incorporate required federal contract provisions.

DISCUSSION:

In January 2024, bids were solicited for the repair and replacement of the city's Emergency Operations Center (EOC) roof and rooftop HVAC units. The repair and replacement of the EOC's roof and rooftop HVAC units are part of the EOC Renovation Project being funded by the FY22 Emergency Operations Center Grant Program. The California Office of Emergency Services (CalOES) administers the grant program. However, the grant program was passed through to CalOES from the Federal Emergency Management Agency (FEMA).

On April 2, 2024, the City Council approved the Public Works Contract with AME Builders, Inc. dba AME Roofing for the repair and replacement of the roof and rooftop HVAC units for an amount not-to-exceed $425,706. After the contract was awarded, staff realized that the bid solicitation and contract did not include the required federal provisions. To bring the Public Works Contract with AME Builders, Inc. in compliance with all FEMA contract provisions, staff is requesting an amendment to the contract to include the federal requirements as listed in Appendix II Part 200, Title 2 of the “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.”

ALTERNATIVES:

Council may not approve the First Amendment to the Public Works Contract with AME Builders, Inc. bad AME Roofing and provide alternate direction to staff.

STRATEGIC PLAN:

Priority B - Pubic Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Revenue Generating: N

Appropriation Required Y/N: N

Discussion:

The approval of the First Amendment to the Public Works Contract with AME Builders, Inc. will only add the federal contract provisions. The cost of the project will not be affected, therefore there will be no fiscal impact.

Attachments

Original AME Builders Contract
Exhibit A Contract Provisions Guide
First Amendment to AME Builders Contract
Appendix II to Contract Provisions

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 16th day of April, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and AME Builders Inc. dba AME Roofing (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: EOC HVAC Replacement & Roofing Replacement, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's EOC HVAC Replacement & Roofing Replacement Project, Project No. FCS01112024KG (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Four Hundred Twenty-Five Thousand Seven Hundred Six Dollars ($425,706) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within thirty (30) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

AME BUILDERS INC. DBA AME ROOFING
Name of Contractor

By: _____
Signature of Authorized Agent

President
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

1057266
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Fire Department
EOC HVAC Replacement and Roofing Replacement
FCS01112024KG

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this 10th day of April, 2024.

AME Builders Inc. dba AME Roofing
(Contractor)

Don Seo
(Signature)

President
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

EXECUTED 2 ORIGINAL COUNTERPARTS
BOND NUMBER: 7901181374

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and AME Builders Inc. dba AME Roofing (hereinafter designated as "Principal") have entered into an agreement dated April 16, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as EOC HVAC Replacement and Roofing Replacement and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, AME Builders Inc. dba AME Roofing, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Twenty-Five Thousand Seven Hundred Six Dollars ($425,706) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on APRIL 9TH, 2024.

(SEAL)

AME BUILDERS, INC.
(Contractor)

(Signature) Don Seo, President

(SEAL)

NATIONWIDE MUTUAL INSURANCE COMPANY
(Surety)

BY:
(Signature) KEVIN VEGA, ATTORNEY-in-FACT

Address: 534 E. BADILLO ST.
COVINA, CA 91723
Telephone ( ) 626-859-1000

(Seal and Notarial Acknowledgment of Surety)

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 Los Angeles)

On 04/10/2024 before me, Hyun Ho Phillip Goo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Don Seo
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
Signature of Notary Public

HYUN HO PHILLIP GOO
COMM. # 2413446
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. SEP. 17, 2026

Place Notary Seal Above

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☐ Individual ☐ Attorney in Fact
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☐ Other:
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Signer's Name:
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☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

PHILIP E VEGA, MYRNA F SMITH, KEVIN VEGA, BRITTON CHRISTIANSEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

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and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of April, 2024.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

CALIFORNIA ALL-PURPOSE 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 }
} ss.
County of LOS ANGELES }

On April 9th, 2024 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2327592
My Comm. Expires May 31, 2024

Signature: _____
Signature of Notary Public

Place Notary Seal Above

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☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:
Right Thumbprint of Signer Top of thumb here	Right Thumbprint of Signer Top of thumb here

EXECUTED IN 2 ORIGINAL COUNTERPARTS
BOND NUMBER: 7901181374

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and AME Builders Inc. dba AME Roofing (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated April 16, 2024, and identified as EOC HVAC Replacement and Roofing Replacement is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum Four Hundred Twenty-Five Thousand Seven Hundred Six Dollars ($425,706) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on APRIL 9TH, 2024.

(SEAL)
AME BUILDERS, INC.
(Contractor)
(Signature) Don Soo, President

(Seal and Notarial Acknowledgement of Surety)

(SEAL)
NATIONWIDE MUTUAL INSURANCE COMPANY
(Surety)
BY:
(Signature) KEVIN VEGA, ATTORNEY-in-FACT
Address: 534 E. BADILLO ST.
COVINA, CA 91723
Telephone: ( ) 626-859-1000

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 Los Angeles)

On 04/10/2024 before me, Hyun Ho Phillip Goo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Don Seo
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.

HYUN HO PHILLIP GOO
COMM. # 2413446
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. SEP. 17, 2026

Signature _____
Signature of Notary Public

Place Notary Seal Above

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
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☐ Individual ☐ Attorney in Fact
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☐ Other: _____
Signer Is Representing: _____

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

PHILIP E VEGA, MYRNA F SMITH, KEVIN VEGA, BRITTON CHRISTIANSEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

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and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of April, 2024.

Laura B. Guy
Assistant Secretary

BDJ 1(08-21)00

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California }
} ss.
County of LOS ANGELES }

On April 9th, 2024 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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.

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PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2327592
My Comm. Expires May 31, 2024

Signature:
Signature of Notary Public

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☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:
Right Thumbprint of Signer Top of thumb here	Right Thumbprint of Signer Top of thumb here

Contract Provisions Guide

Navigating Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Procurement Disaster Assistance Team (PDAT)
June 2021
(FI-207-21-0001)

FEMA

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Introduction

FEMA grant recipients and subrecipients (also known as non-federal entities or NFEs)[1] will often use contractors to help them carry out work under their awards. These contracts are a commercial transaction between the NFE and its contractor, and FEMA has no contractual relationship with NFEs' contractors. Although FEMA is not a party to the contract, if an NFE is using federal funding to pay for the contract, the NFE must comply with federal laws, including the federal procurement standards.

This Guide is applicable to *all* NFEs purchasing in support of declarations and FEMA awards issued on or after November 12, 2020 and reflects Office of Management and Budget (OMB) revisions to the federal procurement standards.

For FEMA declarations and awards issued between December 26, 2014 and November 11, 2020 please refer to the *Contract Provisions Template*. While the *Contract Provisions Template* is only directly applicable to FEMA's Public Assistance (PA) Program, all FEMA grant recipients and subrecipients are encouraged to review this resource since it provides guidance on the federal procurement under grants regulations.

The federal procurement standards for NFEs are described in Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317-200.327. 2 C.F.R. § 200.327 states that "the non-federal entity's contracts *must contain the applicable provisions* described in Appendix II to this part" (emphasis added).

This Guide is designed to help FEMA grant recipients and subrecipients navigate Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including providing mandatory language and/or suggested language for each required contract provision. This Guide also describes contract clauses that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

This Guide provides:

- Sample language or references to find sample language for some of the federally required clauses.
- Required language for clauses that require exact language.

[1] Non-federal entity is defined as a state, local government, Indian tribe, institution of higher education, or nonprofit organization carrying out a federal award as a recipient or subrecipient. 2 C.F.R. § 200.1. State is defined as "any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments." 2 C.F.R. § 200.1. The term "non-state entity" therefore refers to a non-federal entity other than a state, which includes local and tribal governments as well as nonprofit organizations.

- Sample language for some of the federally recommended clauses.

This Guide does *not* provide:

- Sample language for certain federally required or recommended clauses that must be included in accordance with the NFE's applicable laws, rules, and procedures.
- Provisions required by applicable state, tribal, or local laws or rules separate from the federal provisions.

Many of the provisions described in this Guide only apply when certain circumstances are present, such as the type of work being procured, the dollar amount, or the date when it is procured. Each section will describe the applicable requirements.

NOTE: The NFE is solely responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. Part 200, including 2 C.F.R. § 200.327 and Appendix II. While the Contract Provisions Guide provides general guidance, NFEs should reach out to their applicable FEMA grant program representative(s) if they have specific questions on the applicability of the contract provisions to a particular FEMA grant program. NFEs are encouraged to visit www.fema.gov for additional information regarding FEMA grant programs and www.fema.gov/grants/procurement for procurement under grants reference material.

Summary of Applicable Federal Procurement Standards

For the NFE to determine which federal procurement rules to follow, it must first determine whether it is a state entity or a non-state entity. Below are the federal procurement rules applicable to state and non-state entities effective November 12, 2020:

- State entities[2], including their agencies and instrumentalities, must follow their own documented procurement policies and procedures when purchasing under a FEMA award pursuant to 2 C.F.R. § 200.317. These entities must also comply with socioeconomic affirmative steps (2 C.F.R. § 200.321), requirement for domestic preferences for procurement (2 C.F.R. § 200.322), the requirements for procurement of recovered materials (2 C.F.R. § 200. 323) and ensure that all necessary contract provisions are included in their contracts (2 C.F.R § 200.327).
- NFEs other than states (collectively referred to as non-state entities[3]), which include local governments, tribes and eligible private nonprofit organizations, must have documented procurement policies and procedures, which reflect applicable local, state or tribal law, and ensure compliance with the federal requirements listed at 2 C.F.R. §§ 200.318 – 200.327.

[2] A state entity is "any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments." 2 C.F.R. § 200.1
[3] A non-state entity is any non-federal entity (as defined above) other than a state (as defined above).

In the case of noncompliance with the federal procurement rules, FEMA may apply a remedy, as appropriate, in accordance with its authorities found at 2 C.F.R. § 200.339 *Remedies for Noncompliance*.

Policy and Guidance Document(s) Incorporated and Superseded

This Guide supersedes the Contract Provisions Template and other provisions pertaining to the procurement under grants process in policy or guidance circulated prior to the publication date of the Contract Provisions Guide. This Guide provides the most updated and authoritative information regarding required provisions under Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and FEMA-recommended contract provisions.

Document Management and Maintenance

FEMA Policy FI-207-21-0001, Contract Provisions Guide, will be reviewed, reissued, revised, and/or rescinded within four years for the issue date. The Procurement Disaster Assistance Team (PDAT), a subcomponent of FEMA's Grant Programs Directorate's (GPD) Policy Division, developed this Guide to provide accurate and updated information to assist both FEMA staff and FEMA award recipients and subrecipients navigate Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. PDAT is responsible for the management and maintenance of this Guide. Comments and feedback from FEMA personnel and stakeholders regarding this Guide should be directed to the Grants Program Directorate Policy Division at FEMA headquarters (HQ) at FEMA-GPD-Policy@fema.dhs.gov.

Contract Provisions Quick Reference Guide

Tables A and B are designed to help FEMA grant recipients and subrecipients conduct a quick reference of the applicability of a specific contract provision and whether sample contract language is included within this Guide to incorporate within the NFE's contract.

The Tables are divided between the required contract provisions set forth under 2 C.F.R. Part 200 Appendix II and those that FEMA *recommends* in addition to those required by 2 C.F.R. Part 200.

Table A: Required Contract Provisions *(continued next page)*

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
1	Legal/contractual/administrative remedies for breach of contract	Greater than Simplified Acquisition Threshold (SAT)- $250,000	No. It is based on NFE's procedures.
2	Termination for cause and convenience	Greater than $10,000	No. It is based on NFE's procedures.
3	Equal Employment Opportunity	Construction work	Yes. Exact language from 41 C.F.R. § 60-1.4(b) included.
4	Davis-Bacon Act	Construction work	Yes, via reference to required language at 29 C.F.R. § 5.5(a).
5	Copeland "Anti-Kickback" Act	Construction work greater than $2,000	Yes.
6	Contract Work Hours and Safety Standards Act	Greater than $100,000 + mechanics or laborers	Yes. Exact language required from 29 C.F.R. § 5.5(b).
7	Rights to inventions made under a contract or agreement	Funding agreement	Yes.
8	Clean Air Act and federal Water Pollution Control Act	Greater than $150,000	Yes.
9	Debarment and Suspension	Greater than $25,000	Yes.
10	Byrd Anti-Lobbying Amendment	Greater than $100,000; and Certification required for all contracts greater than $100,000	Yes. Clause and certification.

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included
11	Procurement of Recovered Materials	NFE is a state or political subdivision of a state. Work involves the use of materials and the contract is for more than $10,000.	Yes.
12	Prohibition on Contracting for Covered Telecommunications Equipment or Services	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.
13	Domestic Preferences for Procurements	All FEMA declarations and awards issued on or after November 12, 2020.	Yes.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	Access to Records	All	Yes.
2	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3	DHS Seal, Logo, and Flags	All	Yes.
4	Compliance with federal Law, Regulations and Executive Orders	All	Yes.
5	No Obligation by Federal Government	All	Yes.
6	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes.
7	Affirmative Socioeconomic Steps	State entities: all FEMA declarations and awards issued on or after November 12, 2020. Non-state entities: all procurements	Yes.
8	Copyright	All procurements that may involve creation of copyrightable material.	Yes.

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

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[4] *See* FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.

[5] 2 C.F.R. Part 200, Appendix II, § A.

[6] *See* 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] *See* 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] *See* section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] *See* section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] *See* section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] *See* section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] *See* section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] *See id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] *See* 29 C.F.R. § 3.1.
[26] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] *See* 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] *See* 2 C.F.R. Part 200, Appendix II, § D.
[32] *See* 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> (3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] *See* 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] *See* 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements
>
> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

FEMA Recommended Contract Provisions

Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for NFE contracts. Therefore, FEMA recommends the following:

1. Access to Records

NFEs and their contractors and subcontractors must give the Department of Homeland Security (DHS) and FEMA access to records associated with their awards during the federally required record retention period and as long as the records are retained.[64] All parties agree to comply with DHS provisions about accessing people, places, and things related to the federal financial award as necessary or as required by DHS regulations or other applicable laws and policies.[65] Additionally, for contracts entered into after August 1, 2017, under a major disaster or emergency declaration under Titles IV or V of the Robert T. Stafford Disaster Relief Act, FEMA is prohibited from funding any contracts that prevent audits or internal reviews by the FEMA Administrator or Comptroller General.[66]

1.1 Suggested Language for All Procurements

The following provides a sample contract clause:

> "The Contractor agrees to provide **(insert non-federal entity), (insert name of pass-through entity, if applicable)**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

[64] 2 C.F.R. §§ 200.334, 200.337.
[65] *See* DHS Standard Terms and Conditions, *available at* https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.
[66] *See* Sections 1202 and 1225 of the Disaster Recovery Reform Act of 2018, Pub. L. No. 115-254.

1.2 Additional Suggested Language Applicable to Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

The following provides a sample contract clause:

> In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

2. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.[67]

2.1 Applicability

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The NFE should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

3. DHS Seal, Logo, and Flags

Recipients must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.[68]

3.1 Applicability

FEMA recommends that all NFEs include in their contracts a statement that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA's pre-approval.

3.2 Suggested Language

The following provides a sample contract clause:

[67] *See* 2 C.F.R. § 200.403.
[68] *See* DHS Standard Terms and Conditions, *available at* https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts."

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

The NFEs and its contractors are required to comply with all federal laws, regulations, and executive orders. Additionally, recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.[69]

4.1 Applicability

FEMA recommends that all NFEs include in their contracts a statement acknowledging that FEMA funding will be used in the contract, as well as a requirement that contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

4.2 Suggested Language

The following provides a sample contract clause:

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. No Obligation by Federal Government

FEMA is not a party to any transaction between a NFE and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between an NFE and its contractor.[70]

5.1 Applicability

FEMA recommends that the NFE include a statement in its contract that the federal government *is not* a party to the contract and, thus, *is not* subject to any obligations or liabilities to any party resulting from the contract.

[69] *See* DHS Standard Terms and Conditions, *available at* https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.
[70] *See, e.g.*, 2 C.F.R. § 200.318(k) (stating that the NFE alone is responsible for the settlement of all contractual and administrative issues arising out of procurements).

5.2 Suggested Language

The following provides a sample contract clause:

> "The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

6. Program Fraud and False or Fraudulent Statements or Related Acts

NFEs must comply with the requirements of the False Claims Act which prohibits submitting false or fraudulent claims for payment to the federal government.[71] As a part of the contract with a NFE, contractors must acknowledge that 31 U.S.C. Chap. 38, regarding administrative remedies for false claims and statements,[72] applies to their actions under their contract.[73]

6.1 Applicability

FEMA recommends that contracts include a provision prohibiting making false or fraudulent claims to the federal government.

6.2 Suggested Language

The following provides a sample contract clause:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

7. Affirmative Socioeconomic Steps

For procurements under FEMA declarations and awards issued on or after November 12, 2020, all NFEs are required to take the six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible. One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps,[74] For procurements under FEMA declarations and awards issued between December 26, 2014, and November 12, 2020, this requirement *only* applies to non-state entities.

[71] 31 U.S.C. §§ 3729-3733.
[72] 31 U.S.C. §§ 3801-3812 (detailing the administrative remedies for false claims and statements made).
[73] *See* DHS Standard Terms and Conditions, *available at* https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.
[74] *See* 2 C.F.R. § 200.321; *compare* 2 C.F.R. § 200.317 (2019), *with* 2 C.F.R. § 200.317 *in* Office of Management and Budget, Guidance for Grants and Agreements, 85 Fed. Reg. 49,506, 49,552 (Aug. 13, 2020).

7.1 Applicability

FEMA recommends that applicable NFEs include in their contracts a statement requiring prime contractors, if subcontracts are to be let, to take the required affirmative socioeconomic steps.

7.2 Suggested Language

The following provides a sample contract clause:

> "If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible."

8. Copyright and Data Rights

An NFE is required by 2 C.F.R. § 200.315 to provide certain licenses with respect to copyright and data to the federal awarding agency. 2 C.F.R. § 200.315(b) provides to the federal awarding agency "a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use [any work that is subject to copyright] for federal purposes, and to authorize others to do so." 2 C.F.R. § 200.315(d) provides to the federal government the rights to "obtain, reproduce, publish, or otherwise use" data produced under a federal award and to authorize others to do the same.

8.1 Applicability

When an NFE enters into a contract requiring a contractor or subcontractor to produce copyrightable subject matter and/or data for the NFE under the award, the NFE should include appropriate copyright and data licenses to meet its obligations under 2 C.F.R. § 200.315(b) and (d), respectively. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.[75]

8.2 Suggested Language

The following provides a sample contract clause:

> "License and Delivery of Works Subject to Copyright and Data Rights"
>
> The Contractor grants to the (insert name of the non-federal entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify

[75] *See* 17 U.S.C. § 102.

such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the non-federal entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity)."

Appendix

Acronyms

AFG: Assistance to Firefighter Grants

CAGE: Commercial and Government Entity

CFR: Code of Federal Regulations

DHS: U.S. Department of Homeland Security

DRRA: Disaster Recovery and Reform Act of 2018

EPA: U.S. Environmental Protection Agency

FEMA: Federal Emergency Management Agency

GPD: Grant Programs Directorate

HQ: FEMA Headquarters

NDAA: National Defense Authorization Act

NFE: Non-Federal Entity

NOFO: Notice of Funding Opportunity

OMB: Office of Management and Budget

PA: Public Assistance Program

PNP: Private Non-Profit

PDAT: Procurement Disaster Assistance Team

SAM: System for Award Management

SAT: Simplified Acquisition Threshold

USC: United States Code

Definitions

- **Contract:** A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award.[76] A contract, for the purposes of this Guide, does not mean a federal award or subaward.

- **Contractor:** *Contractor* means an entity that receives a contract.[77]

- **Cooperative agreement:** A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-Federal entity, that is consistent with 31 U.S.C. 6302-6305.[78]

- **Federal awarding agency**: The federal agency that provides a federal award directly to a non-Federal entity (NFE). The federal awarding agency discussed in this Guide is FEMA.

- **Federal Emergency Management Agency (FEMA):** *FEMA's* statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.[79] Among other things:

    - FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices; Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).

    - FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.

    - Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 C.F.R. Part 200.

[76] 2 C.F.R. § 200.1 *Contracts.*
[77] 2 C.F.R. § 200.1 *Contractor.*
[78] 2 C.F.R. § 200.1 *Cooperative agreement.*
[79] *See* Homeland Security Act of 2002, Pub. L. No. 107-296, § 503 (2002) (codified as amended at 6 U.S.C. § 313).

- **Federal award**: The financial assistance that an NFE receives either directly from a Federal awarding agency or indirectly from a pass-through entity.[80] In this Guide, the term is used interchangeably with "FEMA Award," "grant," and "financial assistance."

- **Grant agreement:** A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and an NFE that, consistent with 31 U.S.C. §§ 6302, 6304: Is used to transfer anything of value from the Federal awarding agency or pass-through entity to the NFE to carry out a public purpose authorized by a law of the United States (*see* 31 U.S.C. § 6101(3)); and does not include an agreement that provides only:

  - Direct United States government cash assistance to an individual;
  - A subsidy;
  - A loan;
  - A loan guarantee; or
  - Insurance.

- **Indian tribe (or "federally recognized Indian tribe")***: Indian tribe* means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C. 450b(e)).[81] *See* annually published Bureau of Indian Affairs list of Indian Entities Recognized and Eligible to Receive Services. For the purposes of this Guide, used interchangeably with "Indian Tribal government".

- **Local government:** *Local government*[82] means any unit of government within a state, including a:

  - County
  - Borough
  - Municipality
  - City
  - Town
  - Township
  - Parish
  - Special district
  - School District
  - Intrastate district
  - Council of governments, whether incorporated or not as a nonprofit corporation under state law
  - Local public authority, including any public housing agency under the United States Housing Act of 1937
  - Any other agency or instrumentality of a multi-regional, or intra-state or local government

[80] 2 C.F.R. § 200.1 *Federal award.*
[81] 2 C.F.R. § 200.1 *Indian tribe.*
[82] 2 C.F.R. § 200.1 *Local government.*

- **Non-Federal Entity (NFE):** A state, local government, Indian tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.[83] In this Guide, NFEs include state and non-state entities.

- **Non-State Entity:** A *non-state entity* is an eligible FEMA award recipient or subrecipient that does not meet the definition of a "state under 2 CFR 200.1.

- **Nonprofit organization** (in this Guide, it is used interchangeably with "Private Nonprofit Organization or PNP"): *Nonprofit organization*[84] means any corporation, trust, association, cooperative, or other organization, not including Institutions of Higher Education, that:

- **Recipient**: An NFE that receives a federal award directly from a Federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients.[85] A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, Indian tribe, or territorial governments.

- **Pass-through entity**: A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity.[86] Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.

- **Political Subdivision**: A *political subdivision* means the unit of government that the State determines to have met the State's legislative definition of a political subdivision.[87]

- **Simplified Acquisition Threshold (SAT)***: Simplified acquisition threshold* means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908.[88] As of June 2018, the federal SAT is $250,000,[89] but is periodically adjusted for inflation.

- **State**: *State* means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.[90] In this Guide, state is used interchangeably with "state entity".

[83] 2 C.F.R. § 200.1 *Non-Federal entity.*
[84] 2 C.F.R. § 200.1 *Nonprofit organization.*
[85] 2 C.F.R. § 200.1 *Recipient.*
[86] 2 C.F.R. § 200.1 *Pass-through entity.*
[87] 40 C.F.R. § 35.6015(a) *Political subdivision*
[88] 2 C.F.R. § 200.1 *Simplified acquisition threshold.*
[89] Section 805 codified at 41 U.S.C. § 134; OMB Memo (M-18-18), available at https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf.
[90] 2 C.F.R. § 200.1 *State.* Some hospitals and IHEs as defined by 2 C.F.R. § 200.1 *Hospitals* and 2 C.F.R. § 200.1 *Institutions of Higher Education* respectively, may meet the definition of a State.

- **Subaward:** An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.[91] In this Guide, the term is used interchangeably with "subgrant."

- **Subrecipient:** An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.[92]

- **Uniform Rules:** The series of regulations found at 2 C.F.R. Part 200 that establishes *Uniform Administrative Requirements, Cost Principles, and Audit Requirements* for federal awards to NFEs. The *Uniform Rules* are referred to by several names throughout the remaining portions of this Guide. Some of the names include standards, requirements, rules, and regulations.

[91] 2 C.F.R. § 200.1 *Subaward.*
[92] 2 C.F.R. § 200.1 *Subrecipient.*

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the EOC HVAC Replacement & Roofing Replacement, Project No. FCS01112024KG (the "Contract"), dated April 16, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and AME Builders, Inc. dba AME Roofing ("Contractor"), is made and entered into this 16th day of July, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to incorporate federal requirements as listed in Appendix II Part 200, Title 2 of the "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" document; and

WHEREAS, the City Council approved the Contract with the Contractor for work in accordance with the Bid Documents for Project No. FCS01112024KG.

NOW, THEREFORE, in consideration of the mutual promises contained herein City and Contractor agree as follows:

AGREEMENT

Section 1. Paragraph 5 ("Contract Documents") of the Contract is hereby amended to read as follows:

"5. CONTRACT DOCUMENTS: This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents"). The Contract Documents also include the federal requirements as listed in Appendix II Part 200, Title 2 of the "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" which is attached hereto and incorporated by reference herein as Exhibit A.".

Section 2. This First Amendment adds a new Exhibit "A" to the Contract which is attached hereto as Attachment 1.

Section 3. All other provisions of the Contract shall remain unchanged by this First Amendment and in effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 16, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

AME BUILDERS, INC. DBA
AME ROOFING

By: _____
Don Seo, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT A

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Displaying title 2, up to date as of 5/06/2024. Title 2 was last amended 5/01/2024.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or

research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

City Council Meeting **H. 7.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase of a Genset Generator from Cummins Inc. in the amount of $72,565.61 (Fire Chief Sessler)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move to approve the purchase of a Genset Generator from Cummins Inc.

RECOMMENDATION:

Staff recommends that the City Council approve the purchase of a C50D6C 50Kw Genset Generator from Cummins Inc. in the amount of $72,565.61 for the Fire Station No. 262 remodel project.

DISCUSSION:

The City of Redlands Fire Department provides services from four stations throughout the City with a minimum daily staffing of 19 personnel. Fire Station 262, located at 1690 Garden Street, on the south side of the city, was constructed as a single-family residence in 1965. The station has been in need of upgrade for many years to address space issues, and develop gender-neutral spaces, ADA-compliant access areas, and energy-efficient design. As backup generators play a critical role in the City's preparedness for power outages and other emergencies, Fire Station No. 262 currently utilizes a 20Kw unit that serves as a backup for outages at the station.

On June 7, 2022, the City Council approved an agreement with PBK-WLC for the professional architectural and engineering services for the Fire Station No. 262 upgrade project. On February 20, 2024, the City Council approved a public works contract with Elegant Construction inc. for the materials and renovation of Fire Station No. 262. The scope of the project included the construction of new

spaces and the remodeling of certain areas within the existing 3,683 SF one-story building and new additions consisting of a fitness room and six crew dormitories. Site improvements consist of CMU retaining walls, tube steel fencing, a crew parking area, and landscaping. With the current additions to the station and the age of the existing generator, it has been determined that the current 20Kw generator should be replaced with a larger 50Kw unit. Staff has determined that the C50D6C 50Kw Genset Generator would be adequate for the fire station and its new and potential future additions.

The purchase of the generator from Cummins Inc. is in accordance with the City's procurement policies regarding cooperative purchasing for products and services with Sourcewell. By utilizing Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded. Agencies can review bid results from more than 50,000 government, education, and nonprofit organizations and draw from the terms and pricing for like units and vehicles. Staff is recommending that the City Council approve the Sourcewell cooperative purchase with Cummins, Inc., (Sourcewell Contract #092222). These contracts have been solicited and awarded in conformance with the City's procurement policies.

ALTERNATIVES:

City Council may elect not to approve the purchase, however, operations and the remodel of the Fire Station remodel project will be adversely affected.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director
Christopher Boatman, Assistant City Manager
Tabitha Crocker, Facilities & Community Services Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Larry Alms, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2024-25

Amount: $72,566

Budgeted Y/N: Y

Discussion:

The total cost for the generator for the Fire Station 262 remodel is $72,565.61. Funding is included in the Fire Department Capital Outlay Budget.

Attachments

A. Genset C50D6C 50Kw Quote

Sourcewell Contract #092222

Sales and Service

June 28, 2024

Prepared by

Steve Lee

ll298@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C50D6C, Diesel Genset, 60Hz, 50kW-Level 2 Enclosure 70.3 dba @23feet	1
	U.S. EPA, Stationary Emergency Application	
	C50D6C, Diesel Genset, 60Hz, 50kW	
	Duty Rating - Standby Power (ESP)	
	Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency	
	Listing - UL 2200	
	Warning - Low Coolant Level	
	NFPA 110 Type 10 Level 1 Capable	
	IBC Seismic Certification	
	Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor	
	Voltage - 120/240, 1 Phase, 3 Wire	
	Alternator - 60Hz, 8L, 240/120V, 1 Phase, 120C, 40C Ambient	
	Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System	
	Enclosure Color - Sandstone, Aluminum	
	Enclosure - Wind Load 180 MPH, ASCE7-10	
	Skidbase - Housing Ready	
	Fuel Water Separator	
	Control Mounting - Left Facing	
	PowerCommand 1.1 Controller	
	Gauge - Oil Pressure	
	Analog Meters - AC Output	
	Stop Switch - Emergency	
	Control Display Language - English	
	Load Connection - Single	
	Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL	
	Circuit Breaker or Terminal Box (Position B) - None	
	Circuit Breaker or Terminal Box (Position C) - None	
	Engine Governor - Electronic, Isochronous	
	Engine Starter - 12 Volt DC Motor	
	Engine Air Cleaner - Normal Duty	
	Battery Charging Alternator	
	Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted	
	Extension - Coolant Drain	
	Engine Coolant - 50% Antifreeze, 50% Water Mixture	
	Coolant Heater	

Item	Description	Qty
	Engine Oil	
	Genset Warranty - 2 Years Base	
	Literature - English	
	Packing - Skid, Poly Bag	
	Larger Battery Rack	
	Extension - Oil Drain	
	Sandstone Sound Level 2 Intake Baffle - Ship Loose	
	Enclosure Installation Kit (Arrow)	
	Annunciator-Panel Mounted With Enclosure (RS485)	1
	Emergency Stop Switch Kit (K796-2)	1
	Battery Charger-10Amp	1
	Auxiliary Configurable Signal-Input (8)/Relay Output (8)	1
	Vibration Isolators	1
2	25 Gallon Double Wall Day Tank with Pumps	1
3	200A Single Breaker Dual Purpose with Kirk Key Interlock Nema3R Docking Station	1
4	OTECC, OTEC Transfer Switch-Electronic Control: 300A	1
	OTEC300, Transfer Switch, PowerCommand, 300 Amp	
	Listing - UL 1008/CSA Certification	
	IBC Seismic Certification	
	Application - Utility to Genset	
	Cabinet - Type 3R	
	Poles - 3 (Solid Neutral)	
	Frequency - 60 Hz	
	System - Single Phase, 2 or 3 Wire	
	Voltage - 240 Volts AC	
	Genset Starting Battery - 12V DC	
	PC40 Control	
	Auxiliary Relay - 12 Volts DC Coil - Installed Only	
	Aux Relay - Emergency Position - 12 Volts DC	
	Aux Relay - Normal Position - 12 Volts DC	
	Control Panel, Security Key Cover	
	Terminal Block - 30 Points	
	Transfer Switch Warranty - 2 Year Comprehensive	
5	Start and Test NFPA 110 3 Trips Total	1

QUOTE : $ 67,266.73

+ Redlands 92373 zip tax rate: $5,298.88

= $72,565,61

*Tax is only an estimation and may or may not change upon actual delivery

EXCEPTIONS AND CLARIFICATIONS:

This SOURCEWELL PRICING quote was based on verbal requests and this package may or may not fit the owner's application. However, if unforeseen design changes are required, please notify us right away.

Sourcewell Contract #09222-CMM

-

We know of no addendum, Offloading, Installation, Permits, Fuel, and Fuel for testing, NETA & 3rd party testing are to be provided by others.
-
This quote does not include a diesel particulate filter. If a DPF is required to meet emission standard a new quote will be provided.
-
Freight is included on this proposal to the first US destination.
-
We are providing a level 2 enclosure, rated at 70.3 dba @23feet

LEAD TIME:

1.

Submittals 2-4 weeks from receipt of PO
2.

Generator is 28 weeks from receipt of approved submittals and order release for production, subject to extension (s) beyond our control.
3.

ATS is 7 weeks from receipt of approved submittals and order release for production, subject to extension (s) beyond our control.
4.

Lead times may be extended due to supplier constraints and manufacturing restrictions.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Richard Antunez, Outside Sales Representative
qe766@cummins.com
(909) 936-0024

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature _____ Date _____

Company Name _____

Sales and Service

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins,

as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks

for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or

becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer’s purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer’s request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins’ relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins’ property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins’ property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins’ control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and

Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

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Sourcewell

Solicitation Number: RFP #092222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cummins Inc., 500 Jackson Street, Box 3005, Columbus, IN 47201 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. All equipment purchased pursuant to this Contract is governed by the express written manufacturer's warranty (the "Warranty") and is the only warranty offered on the equipment. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE WARRANTY, THERE ARE NO OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THE WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. Supplier further warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed

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assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. To the maximum extent permitted by law, in no event will Supplier be liable under this Contract for consequential, incidental, or special damages, including without limitation any lost opportunity damages or lost profits, or savings, loss of use, loss of data, or downtime, even if it has been advised of their possible existence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

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20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Cummins Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 8AEAAB1D1E4348F...
By: _____	By: _____
Jeremy Schwartz	James Stalnaker
Title: Chief Procurement Officer	Title: National Accounts Sales Director
Date: 11/17/2022 | 3:50 PM CST	Date: 11/17/2022 | 2:02 PM PST

DocuSign Envelope ID: AB4A7D23-45D6-4C40-934E-2D084C65EBC0

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/17/2022 | 6:54 PM CST

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name:	Cummins Inc.
Does your company conduct business under any other name? If yes, please state:	CSSNA
Address:	500 Jackson Street Columbus, Indiana 47201
Contact:	Kirk Adams
Email:	kirk.e.adams@cummins.com
Phone:	612-270-5540
Fax:	612-270-5540
HST#:	35-0267090

Submission Details

Created On:	Friday August 05, 2022 13:41:52
Submitted On:	Thursday September 22, 2022 08:52:00
Submitted By:	Kirk Adams
Email:	kirk.e.adams@cummins.com
Transaction #:	eb41a4b1-f681-44bc-af26-16fc920a2e26
Submitter's IP Address:	155.190.17.4

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cummins Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Cummins Power Systems Cummins Distribution Business	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cummins Sales and Service North America (CSSNA). Cummins Southern Plains Power	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 0H229 SAM Registration 7PYM2 [80155845]	*
5	Proposer Physical Address:	500 Jackson Street Box 3005 Columbus, IN 47201	*
6	Proposer website address (or addresses):	www.Cummins.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James Stalnaker National Accounts Sales Director james.l.stalnaker@cummins.com 503-972-6609	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kirk Adams Sales Executive 18008 82nd Ave North Maple Grove, MN 55311 kirk.e.adams@cummins.com 612-270-5540	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jaime Ferguson Account Manager - Government Sales jamie.ferguson@cummins.com 612-201-3468	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Cummins Inc. Establish in 1919, is a 100 year old American multinational corporation that designs, manufactures, and distributes engines, filtration, and power generation products. Headquartered in Columbus Indiana, Cummins has 14 consecutive years on Ethisphere World's Most Ethical Companies list. Our mission is "Making people's lives better by powering a more prosperous world." Our vision is "Innovating for our customers to power their success". Our values are as follows: INTEGRITY - Doing what you say you will do and doing what is right DIVERSITY AND INCLUSION - Valuing and including our differences in decision making is our competitive advantage CARING - Demonstrating awareness and consideration for the wellbeing of others EXCELLENCE - Always delivering superior results TEAMWORK - Collaborating across teams, functions, businesses and borders to deliver the best work	*
11	What are your company's expectations in the event of an award?	To work with Sourcewell to grow our sales to Sourcewell Members by providing superior products and services at the best price.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached 2021 Annual Report. Cummins ranks 149 in the S&P 500	*
13	What is your US market share for the solutions that you are proposing?	Approx 35-40% market share	*
14	What is your Canadian market share for the solutions that you are proposing?	Approx 25% market share	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Cummins is a vertically integrated manufacturer that owns its sales distribution and service network. Cummins Sales and Service operate across 200 + branch location in the US and Canada. Cummins is unique in our industry as we own our North American distribution. All other competitors sell through 3rd party independent dealers and resellers. We believe by owning our distribution and service network this gives Cummins a competitive advantage as our goal is to optimize and standardize our network to deliver superior products and services to deliver a superior customer experience across the US and Canada	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Cummins requires all field service technicians to be trained and certified through its internal training program. Technician levels are grades 1 thru 4 with 4 being the highest level certification.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Cummins' rank on Newsweek's list of America's Most Responsible Companies (2021) Cummins received a perfect score for a 10th consecutive year in the Corporate Equality Index awarded by the Human Rights Campaign. The group is the largest U.S. civil rights organization for lesbian, gay, bisexual and transgender (LGBT) employees. Forbes magazine's list of the Top 25 Employers in America. The list was based on a survey of more than 20,000 American workers at large U.S. firms or institutions. Cummins was named one of the Top 50 Companies for Diversity by Diversity Inc magazine for a ninth consecutive year. Cummins ranked 21st on the magazine's list.	*
20	What percentage of your sales are to the governmental sector in the past three years	Approx 50%	*
21	What percentage of your sales are to the education sector in the past three years	Approx 25%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Currently we have Sourcewell (Approx $5-6M annual sales), HGAC (Approx $500K annual sales. Equalis ($0 sales to date).	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are currently in process of resubmitting to GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Municipal Engineer/Director of Public Works Township of West Orange	Leonard R. Lepore, P.E.	(973) 325-4160	*
West New York Board of Education	Jackie Zois	201-553-4000 Ext 30027	*
Burlington Township NJ	George Coolidge	(609) 239-5880	*
City of Vineland	Mercado Miguel	(856) 794-4040	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
US Army	Government	District of Columbia - DC	AAMPS (Advanced Medium Mobile Power Program)	$ 1M avg sale	$100M	*
US Airforce	Government	District of Columbia - DC	BEAR (Basic Expeditionary Airfield Resource)	$850,000 avg sale	$50 M	*
Schools at all levels of education in all 50 states and Canadian Provinces	Education	Alabama - AL	Approx 25% of Cummins Sales occur to Educational customers.	$ 75k avg sale	$1B	*
State Gov't in all 50 states and Canada Provinces	Government	Alabama - AL	Approx 25% of Cummins Sales occur to State Government entities	$100K avg sale	$1B	*
Non Profits in all 50 states and Canadian Provinces	Non-Profit	Alabama - AL	Approx 10% of Cummins Sales occur to Non-Profits	$ 50K avg sale	$50M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Approx 350 Power Generation sales professionals, supported by Project Managers and Service personnel	*
27	Dealer network or other distribution methods.	Cummins operates globally across 190 countries. In North America we conduct business as "Cummins Sales and Service Norther America (CSSNA). In North America we have sales and service personnel operating across 230 branch and parts distribution centers. We feel this gives us strategic control over inventories, parts stocking, and deployments of service personnel that is unique in our industry.	*
28	Service force.	Approx 3400 certified technicians operating across 230 branch/parts/service centers. Our goal is nothing short of service excellence. Service is critical to our business model and that can only be achieved by "continuous improvement" . This applies from response times to parts or service deliveries. In short, doing what we say, when we say, all the time. FOUR POINTS OF THE SERVICE VALUE PROPOSITION 1. Repair Velocity – Enhance Uptime for the Customer. Extensive logistics network provides the availability of parts necessary to deliver timely repairs 2. Repair Quality – Peace of Mind. Our extensive experience dedicated to the Cummins products makes us the service experts. Best-in-class training programs for technicians. 3. Service Excellence – Reliability and Consistency Predictive maintenance solutions utilize data and analytics to preempt failures before they occur. 4. Service Innovation – Flexibility and Creativity. Technicians that remain onsite at customers' places of business and are dedicated to specific customers• Bumper to bumper service capabilities.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be handled by the local CSSNA sales team. The Sourcewell member need simply connect with the national account manager. The account manager will then reach out to the local sales to contact the member. The local sales rep will connect with the Sourcewell member and work with them on product configuration, local codes and standards, application, commissioning and preventative maintenance options.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Cummins Sales and Service is committed to providing exceptional sales, service and parts support and preventative maintenance programs for all Cummins engines, generators, and related components. Staffed by Cummins trained and certified professionals, our facilities provide 24/7 emergency call-out service 365 days a year. Our promise is to deliver exceptional products, dependable service, and reliable support, when and where you need it. Our goal is to keep your equipment on the job and operating at its peak efficiency. Please visit our locations page (https://salesandservice.cummins.com/locations)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	100% - Our goal is keep you equipment operating at peak efficiency.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	100% - Our goal is keep you equipment operating at peak efficiency.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell members are our customers. The difference is that we have historically followed the bid/spec process required by state law or policy. We educate and promote Sourcewell to our regional sales teams as a stream-lined process for these existing customers. Enclosed is a sample presentation that we have been presenting quarterly to educate our regional sales teams since 2020.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cummins uses several different types of digital medium. 1.) CRM - Salesforce based - used to track all customer contact, quotations, orders, project status, billing etc. It is how we track all Sourcewell member projects. 2.) Landing Page - # of hits, indication if our market message/strategy is working. 3.) Cummins Web Page - free access to Technical documentation (PowerSuite) and Application/Technical Seminars (PowerHour)) 4.) WWW.Cummins.com A free, industry leading online tool for power system product sizing and specification generation Targeted Digital - Healthcare/Data Centers/Education/Government Landing Pages - Market specific targeting Flyers - Product Brochures, White papers on application Branch Signage - Local advertising Internal Communication - Focused meetings on specific markets and customers Trade Shows	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell material is excellent in communicating advantages to members. We simply use that material to educate and inform our own sales force on the advantage to end users. We have also participated in regional events and to learn more about Sourcewell and its members. Customer / Project Tracking - Cummins requires all customer projects be logged into our CRM (SalesForce). We established a tracking mechanism for all Sourcewell quotations / projects. We also require all Sourcewell projects to have specific naming convention as a secondary process check. The CRM tracks from quote to win-loss to project status through closure.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We use and support several different procurement portals such as Ariba, Oracle, etc	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Cummins offers a excellent technical platform that is free to all customers (see below). In addition, we offer fee based hands-on Preventative Maintenance training to customers that can be tailored to their needs. Any customer can 1-800-Cummins for service or tech support. In addition, there are free online technical resources available to any customer. These include both live and pre-recorded session such as: PowerHour: topic examples Features of Generator Set Control Based Paralleling NFPA 110 Time to Readiness NEC Code Changes for Emergency Power Systems Specifying Gaseous Generator Sets Introduction to Generator Set Sizing Software Emissions and Air Permitting for Emergency Generator Sets Transfer Switch Operation and Application Paralleling Solutions Generator Set Overcurrent Protection Power Ratings for Emergency Generator Sets Importance and Benefit of Selective Coordination To access the recorded webinars on-demand and download presentations, visit www.Cummins.com. Also, anyone can subscribe to receive PowerHour invitations. Power Suite™ offers the following tools and resources: GenSize™ - Sizing tool to optimize generator sizing and load profile recommendations GenCalc™ - Tools to calculate a range of project parameters including ventilation, short circuit, exhaust pressure, remote cooling and fuel pipe sizing GenSpec™ - Specification development tool to provide a sample specifications for North American and European based applications for Generator Set, ATS and Paralleling applications Tech Library - Technical catalog consisting of specification sheets, data sheets, and drawings for Generator sets, ATS, Remote Monitoring, Networking and Paralleling applications Accredited Continuing Education - Programs that offer educational seminars and webinars to grow your technology and fulfill your continuing professional development requirements	*
41	Describe any technological advances that your proposed products or services offer.	Cummins is a world leader in emissions technology, was the first to introduce micro-processor based genset controls and it's ATS products have the highest interrupt ratings in the industry. Our sales and service personnel are trained and certified to ensure customers receive professional care.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Cummins is committed to its Planet 2050 Zero Emissions Strategy. The following are 2030 goal to help achieve that strategy: Reduce absolute greenhouse gas (GHG) emissions from facilities and operations by 50%. Reduce scope 3 absolute lifetime GHG emissions from newly sold products by 25%. Partner with customers to reduce scope 3 GHG emissions from products in the field by 55 million metric tons. Reduce volatile organic compounds emissions from paint and coating operations by 50%. Create a circular lifecycle plan for every part to use less, use better, use again. Generate 25% less waste in facilities and operations as percent of revenue. Reuse or responsibly recycle 100% of packaging plastics and eliminate single-use plastics in dining facilities, employee amenities and events. Reduce absolute water consumption in facilities and operations by 30%.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are two key certifying entities that are important to our industry and our customers. EPA and UL. All Cummins products are EPA certified for emissions compliance. All products are also UL Listed and tested In addition, Cummins has been named one of the world’s top 100 organizations innovating for a better environmental future based on a review of the company’s “Green Patent Portfolio.” The ranking in Sagacious IP’s GREEN100 Index follows Cummins’ record year for global patents of all types in 2020. The company received 312 global patents that year, topping its previous record of 287 reached in 2017. That’s a nearly 9% improvement over Cummins’ previous record and a more than 12% increase over 2019.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	In concert with the Women's Business Enterprise National Council (WBENC), Cummins is proud to be included on the 20th annual list of America's Top Corporations for Women's Business Enterprises (WBEs), the only national award honoring corporations for world-class supplier diversity programs that reduce barriers and drive growth for women-owned businesses. As the only national award honoring corporations who choose to incorporate policies and programs to enable growth and reduce barriers for women-owned businesses, Cummins is committed to increasing opportunity in markets both domestically and internationally, fueling innovation and empowering communities through economic growth and job creation. WBENC is the largest third-party certifier of businesses owned, controlled, and operated by women in the United States.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Cummins is a well known supplier to most Sourcewell members. Cummins is unique in that it owns its North American distributors. Which means members are dealing with Cummins Inc and not a 3rd party dealer or LLC. This gives Cummins direct control over is sales and service organizations. We feel this is a tremendous advantage to Sourcewell members	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Cummins offers a 2 year comprehensive warranty. Additional coverage is available past the 2 years	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	None as long as the product is applied properly and routine maintenance is performed. It would exclude normal wear items such as belts, hoses, filters	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Cummins covers any products supplied by us. If there happened to be 3rd party supplier involved that would be handled internally by Cummins so that end users would not be burdened by that issue	*
51	What are your proposed exchange and return programs and policies?	Cummins does not exchange or accept returned products. In the rare case there is an issue, Cummins will fix in place or replace if the product is still under warranty. We can also provide assistance to facilitate used equipment sales or trade ins.	*
52	Describe any service contract options for the items included in your proposal.	Cummins offers multiple Preventative Maintenance contract options. It really depends upon the application and/or customer requested service.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30 days. Standard commercial purchase order and invoice	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	None at this time	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We would provide a commercial quotation in accordance with Sourcewell contract terms. If requested we could also provide a Preventative Maintenance agreement based upon customer application/needs	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card and there is no fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Cummins has eliminated MSRP and List pricing for Commercial products. What we propose is a cost plus fixed mark-up on all Cummins content. In essence, instead of going from MSRP with a discount to achieve a target margin. We go from cost to achieve the target margin.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cummins will offer a member price that is approx 6% below Fair Market Value. The sales person will be allowed to go lower than that price if required.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	None. Most transactions are one-off product or project	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All Cummins pricing is based upon a target margin from cost (cost plus). We would maintain that target margin on all Cummins content. We would also offer discounts on any service requested.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our quotation would include all required items, less installation, that are required to fulfill the project requirements. Itemized pricing is available so that all product and services quoted are accounted for and open for review/discussion.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cummins quote if based upon FOB factory with Freight allowed to first point of destination in the contiguous 48 states. There may be potential freight charges on 3rd party content, if required.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is allowed to the first destination in the contiguous 48 states. There would be additional cost for any offshore deliveries. We could coordinate shipment or the customer could use their own freight forwarder. There would be no freight charge to the first port in the contiguous US.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	While none are offered in the proposal, we do have freight options for additional cost. Dedicated truck, tandem drivers, etc	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell members would receive approx 6% lower prices than Fair market value

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All projects are logged into the Cummins CRM software tool (Salesforce). This tool tracks from inquiry to won/loss to internal project status and finally won project closed. Project status "closed" is the primary sort and this determines the total quarterly sales to members. That sales total (closed in the quarter) is what is used to calculate the Sourcewell fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Please see CRM Sourcewell Report. Quarterly sales are tracked in the CRM. These includes the number of open opportunities, projects won, projects lost, projects closed.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5% of whole goods sales	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	All commercial generator products diesel and natural gas/propane from 10kw to 3.5MW. and Automatic Transfer Switches (ATS) 40 amps to 4000 amps. These are shown by model # on the pricing sheets	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Sub categories are parts, accessories, Eng-to-Order solutions. See price sheets	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	(•) Yes ( ) No	Product range is 10-3.5mw	*
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	(•) Yes ( ) No	All standard options in our offering	*
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	(•) Yes ( ) No	Cummins is not in the rental business, however, we do sell rental products.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell final pricing submission.pdf - Tuesday September 20, 2022 11:21:31
- Financial Strength and Stability - 2022-02-03_Cummins_Reports_Fourth_Quarter_and_Full_Year_2021__546 (1).pdf - Monday August 08, 2022 09:02:52
- Marketing Plan/Samples - Sourcewell GPO Training.pdf - Tuesday September 20, 2022 13:04:49
- WMBE/MBE/SBE or Related Certificates - Awards.PNG - Monday August 29, 2022 15:02:03
- Warranty Information - Warranty - Commercial Generators.pdf - Monday August 29, 2022 14:49:07
- Standard Transaction Document Samples - Sample - Sourcewell Project Tracking .xlsx - Thursday September 22, 2022 08:51:01
- Upload Additional Document - PowerSuite and Power Hour - On line tech training and documentation.pdf - Thursday September 08, 2022 10:41:06

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kirk Adams, Sr. Account Executive – National Accounts, Cummins Inc. (dba Cummins Sales and Service North America)

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	☑	1
Addendum_3 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	☑	1
Addendum_2 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	☑	1
Addendum 1 _Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	☑	1

City Council Meeting **H. 8.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Intergovernmental/Piggyback purchase of a Dell PowerStore Storage Area Network in the amount of $163,402 from Sidepath (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the purchase of a Dell PowerStore Storage Area Network from Sidepath in the amount of $163,402.

RECOMMENDATION:

Staff recommends that the City Council approve the purchase of a Dell PowerStore Area Network from Sidepath in the amount of $163,402 to address our organization's growing need for additional storage capacity.

DISCUSSION:

As our organization continues to expand its digital footprint, the demand for storage capacity has increased significantly. Our current storage infrastructure is approaching its maximum capacity, resulting in performance degradation and potential risks of data loss. It is imperative that we invest in a scalable and reliable storage solution to meet current and future storage requirements.

The Dell PowerStore is renowned for its flexibility, performance, and scalability, making it an ideal solution for organizations experiencing rapid data growth. This storage system utilizes cutting-edge technology to optimize storage efficiency and simplify management.

Some additional benefits of Dell's PowerStore:

- Scalability: The Dell PowerStore offers a scalable architecture that can grow with our organization's needs, ensuring we can easily expand our storage capacity without disruption.
- Performance: With its high-performance capabilities, the Dell PowerStore will improve data access speeds and support faster processing of critical applications, thereby enhancing overall operational efficiency.
- Reliability: Built-in data protection features and advanced security protocols ensure the integrity and confidentiality of our data, minimizing the risk of data loss or breaches.
- Simplicity: The PowerStore platform integrates seamlessly into our existing IT environment, providing a unified storage management interface that simplifies administration and reduces maintenance efforts.

Staff followed the City's procurement guidelines by examining and selecting an existing competitive Best Value RFP cooperative contract agreement with the National Association of State Procurement Officials (NASPO) ValuePoint. NASPO is a non-profit association made up of the directors of the central purchasing offices of the 50 states, District of Columbia and territories of the United States. By utilizing the NASPO ValuePoint cooperative purchasing, the City is able to benefit from the combined purchasing power of more than 50,000 government, education, and nonprofit organizations. The purpose of these cooperative contract programs enable the City to take advantage of preferred pricing and administrative efficiencies. Based on staff's assessment, the hardware and equipment proposed for purchase are recommended to be sourced through this cooperative purchasing agreement.

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase. However, the purchase is recommended in order to ensure the City's backup solution is more scalable.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

Dana Abramovitz-Daniel, Procurement Manager

Fiscal Impact

Fiscal Year:	FY2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	163,401.86
Budgeted Y/N:	Y
Account No.:	604900

Discussion:

Funding for this purchase is included in the IT Division's budget for FY 2024-25.

Attachments

PowerStore Quote
Intergovernmental Request Form
NASPO Master Agreement
Participating Addendum

sidepath

Quotation

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 06/24/24
Quotation #: SIDQ48965-03
Valid Until: 07/19/24
Prepared By: Krunal Patel
Project ID: SIDPROJECT45873

Bill To:

CIty of Redlands
Attn: Allen Fincher
1270 W PARK AVE
Redlands, CA 92373

Phone: (909) 307-7302
Email: afincher@cityofredlands.org

Ship To:

CIty of Redlands
Attn: Allen Fincher
1270 W PARK AVE
Redlands, CA 92373

Phone: (909) 307-7302
Email: afincher@cityofredlands.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO# 23026 | State Addendum #7-23-70-55-01				
PowerStore 500T				
Hardware - Taxable				
1	210-AXXJ	PowerStore 500T Customer Rack		
1	370-AFXQ	192GB Appliance DIMM 96GB Per Node		
1	379-BEIM	Thank you for choosing Dell		
1	800-BBQV	Informational Purposes Only		
17	400-BGGP	P1 25X2.5 NVME SED SSD 7.68TB		
1	528-BTZK	PowerStore Base SW		
1	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR		
4	407-BCGB	25GBE OPTICAL SFP PAIR		
1	450-AKHM	Dual 1450W (200-240V) HIGH Line Only Power Supply		
1	343-BBMR	BASE UNIT CONFIG KIT		
1	379-BDPD	ISG Product (info)		
1	800-BBQV	Informational Purposes Only		
1	825-8624	Certified Deployment Partner T2		
1	210-ATXO	AppSync for PowerStore		
1	528-BYHF	AppSync Str Pk for PowerStore=CB		
		SubTotal		$115,840.70
Support - Non Taxable				
1	900-9997	On-Site Installation Declined		
1	828-5722	ProSupport for AppSync Starter Pack Software Support Maintenance 3 Years		
1	828-5766	ProSupport for AppSync Starter Pack Software Support Contract 3 Years		
1	876-3336	Dell Hardware Limited Warranty		
1	886-3375	ProSupport 4-Hour 7x24 Onsite Service 3 Years		

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.
No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Qty	Item Code	Description	Unit Price	Ext. Price
1	886-3489	ProSupport 4-Hour 7x24 Technical Support and Assistance 3 Years		
1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355		
17	891-5158	ProSupport 4-Hour 7x24 Onsite Medium Capacity SSD Add On 3 Years		
		SubTotal		$28,425.10
Professional Services and Installation - Non Taxable				
1	SID-PS-PWRST-IMP-BAS	Sidepath implementation service provides a base-level installation of one (1) new Powerstore storage appliance. This service includes integration with supported existing storage network switches and up to three (3) supported existing servers, along with the various features.	$9,000.00	$9,000.00
		SubTotal		$9,000.00

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$153,265.80**
Taxes	**$10,136.06**
Shipping	**$0.00**
Grand Total	**$163,401.86**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by:_____ Title:_____ Date:_____ PO:_____

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

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No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Management Services-DoIT Department requests the purchase of the following item(s) from:

Original Contracting Entity: Minnesota National Association of State Procurement Officials (NASPO)
Minnesota NASPO ValuePoint Master Agreement #23026 California Participating Addendum Number 7-23-70-55-01
Contract Term: February 1, 2024 through June 30, 2025
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

Please attach: vendor agreement to sale to the City AND Entity agreement/contract language allowing Piggyback

Description of Product/Service intend to acquire	Unit Price	Total
Power Store 500T Customer Rack & Base Unit Config Kit (taxable)		$ 115,840.70
Power Store Base SW Dual 1450W HIGH Line Only Power Supply		
ProSupport AppSync Software Support Maintenance (non-taxable)		$ 28,425.10
3 Year Contract (non-taxable)		
Integration With Supported Existing Storage Network Switches		$ 9,000.00
And up to Three (3) Supported Existing Servers (non-taxable)		
Tax	$ 10,136.06	
	Grand Total	$ 163,401.86

Vendor:	Sidepath
Contact:	Krunal Patel
Address 1:	22892 Mill Creek Drive
Address 2:	
City/State/Zip:	Laguna Hills, CA 92653
Telephone:	(949) 748-8700
Fax:	(949) 748-8706
Web/E-Mail:	krunal@sidepath.com

Delivery/Service Location	
Contact:	Eric Owens
Telephone:	909 355-4798
Department:	Management Services
Address 1:	35 Cajon St Suite 30
Address 2:	Redlands CA 92373
Additional Comments	

Purchasing Agent Approval: _____ **Date:** _____

City Manager Approval: _____ **Date:** _____

ASSIGNMENT OF NASPO MASTER AGREEMENT 23004

This Assignment Agreement is by and among the State of Minnesota, acting through its Commissioner of Administration (State), Dell Inc., One Dell Way, Round Rock, TX 78682 (Original Contractor), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 (Assigned Contractor).

WHEREAS, the State has an agreement with the Original Contractor identified as Contract 23004, effective July 14, 2023, through June 30, 2025 (Contract), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, the Original Contractor wishes to assign all its interests in the Contract to the Assigned Contractor; and

WHEREAS, the assignment provision of the Contract provides assignment of the agreement only upon written consent of the State.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Assigned Contractor is assigned Contract 23026 to accommodate participating addenda under the Master Agreement.

2. This Assignment Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. § 16C.05, subd. 2.

3. The State hereby approves the request of the Original Contractor to assign the Assigned Contractor all its interests, rights, and responsibilities, duties, and other provisions set forth in the Contract, which is attached and incorporated as Exhibit A, provided the Original Contractor and the Assigned Contractor agree to all provisions set forth in this Assignment Agreement.

4. Representations and Warranties:

    a. The Original Contractor represents and warrants to the State that it is not in default of any of its obligations under the Contract.

    b. The Assigned Contractor represents and warrants to the State that: (i) as of the effective date of this Assignment Agreement, the Assigned Contractor will have received sufficient information, right to technology, and key personnel sufficient to properly perform the duties, responsibilities, obligations, and all other provisions assigned to it, and (ii) the Assigned Contractor is ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Contract.

    c. The representations and warranties set forth in this Section 4 are for the sole benefit of the State and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including the Original Contractor and the Assigned Contractor) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment Agreement.

5. The Assigned Contractor accepts assignment of all of the provisions of the Contract.

6. Any and all amounts due to the Original Contractor by a Participating Entity for goods or services provided by the Original Contractor prior to July 14, 2023, under the Contract will be paid to the Original Contractor by the Participating Entity. Any and all amounts due under the Contract on or after July 14, 2023, will be paid to the Assigned Contractor by the Participating Entity and the Original Contractor.

7. When applicable, payment for remaining work and travel expenses from the Contract will be paid at the rates set in the Contract. The amount to be paid to the Assigned Contractor will not exceed the Contract's total costs, minus the

total payments made to the Original Contractor.

8. If applicable, the Assigned Contractor will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein.

9. If applicable, the Assigned Contractor will provide a copy of its Affirmative Action Certification as approved by the Minnesota Department of Human Rights.

10. If applicable, the Assigned Contractor will provide a copy of its Equal Pay Certification as approved by the Minnesota Department of Human Rights.

This Assignment Agreement is effective upon the date that the final required signatures are obtained.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACTOR

Dell Inc.

The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Christopher Alan Garcia
Signature: ECE99192885E4FE...

Christopher Alan Garcia
Printed Name

Title: Asst. Corp Secretary & SVP Legal

Date: 9/7/2023

By: _____

Title: _____

Date: _____

2. ASSIGNED CONTRACTOR

Dell Marketing L.P.

The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:

By: Katherine Castillo
Signature: 85EF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 9/7/2023

By: _____

Title: _____

Date: _____

3. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. §16C.03, Subd. 3.

DocuSigned by:

By: Elizabeth M. Randa
Signature: 72DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 9/7/2023

4. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

DocuSigned by:

By: Andy Doran
Signature: 68D02A26D7604BA...

Andy Doran
Printed Name

Title: IT Acquisitions Supervisor

Date: 9/7/2023

EXHIBIT A: CONTRACT

Attached and incorporated into Exhibit A is the following document(s):

- NASPO Master Agreement 23004.

NASPO ValuePoint Master Agreement No.: 23004

This Contract is between the State of Minnesota, acting through its Commissioner of Administration ("Lead State") and Dell Inc., whose designated business address is One Dell Way, Round Rock, TX 78682 ("Contractor"). State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State of Minnesota, Department of Administration, Office of State Procurement, on behalf of the State of Minnesota and NASPO ValuePoint Cooperative Procurement Program ("NASPO ValuePoint") issued a solicitation to establish Minnesota NASPO ValuePoint Master Agreement(s) ("Contract") with qualified manufacturers for Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage, including related Peripherals & Services);

2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract; and

4. All authorized governmental entities in any state or participating US Territory are welcome to use the resulting Master Agreement through NASPO ValuePoint with the approval of the State Chief Procurement Official. Upon final award of the overarching Master Agreement, Contractors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add state specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

Accordingly, the Parties agree as follows:

Contract

1. **Term of Contract**

a. Effective date. July 1, 2023, or the date the Lead State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

b. Expiration date. June 30, 2025. This Master Agreement may be extended for up to an additional 36 months, in increments as determined by the Lead State, through a duly executed amendment.

c. If, in the judgment of the Lead State, a follow-on, competitive procurement will be unavoidably delayed beyond the planned date of execution of the follow-on master agreement, this Master Agreement may be extended for a reasonable period of time, not to exceed six months. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

2. **Representations and Warranties**

a. Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the Lead State is empowered to engage such assistance as deemed necessary.

b. Contractor warrants that it is duly qualified and shall perform its obligations under this Master Agreement in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Master Agreement, to the satisfaction of the Lead State.

c. Contractor warrants that it possesses the legal authority to enter into this Master Agreement and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Master Agreement, or any part thereof, and to bind Contractor to its terms.

3. **Awarded Band(s)**

The solicitation included three product Bands: Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets; and Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets; and Band 3, Servers and Storage. The Contractor is awarded the following Band(s):

Band 1, Personal Computer Devices – Windows Operating Systems
Band 2, Personal Computer Devices - Non-Windows Operating Systems
Band 3, Servers and Storage

4. **Configuration Dollar Limits**

The following configuration limits apply to the Master Agreement. Participating Entities may define their configuration limits in their Participating Addendum. The Participating Entity's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Product and Service Schedule.

The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band One	$15,000
Band Two	$15,000
Band Three	$1,000,000
Peripherals	$10,000
Services	Addressed in the Participating Addendum

5. **Restrictions**

The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.

2. Any software purchased must be related to the procurement of equipment.

3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4.

4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.

b. General Services

1. Services must be related to the procurement of equipment.

2. Service limits will be addressed by each State.

3. Wireless phone and internet service is not allowed.

4. Managed Print Services are not allowed.

c. Cloud Services

1. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.

2. Any Cloud Service purchased must be related to the procurement of equipment.

d. Third-Party Products

1. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.

2. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.

e. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.

2. Lease/Rentals of equipment may be allowed and will be addressed by each State.

3. Cellular Phone Equipment is not allowed.

4. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

6. **Authorized Representative**

a. Master Agreement Administrator. The Master Agreement Administrator designated by NASPO ValuePoint and the State of Minnesota, Department of Administration is Elizabeth Randa, Acquisition Management Specialist.

Elizabeth Randa, Acquisition Management Specialist
Department of Administration
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
E-mail: elizabeth.randa@state.mn.us
Phone: 651.201.3122

b. Contractor's Authorized Representative. The Contractor's Authorized Representative is Ashley Salinas, SLED Contract Program Manager.

Ashley Salinas, SLED Contract Program Manager
Dell Inc.
One Dell Way
Round Rock, TX 78682
A.Salinas@dell.com
Phone: 512.542.1237

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the Lead State.

7. **Notices**

If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. An email shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed to the Master Agreement Administrator.

8. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: NASPO ValuePoint Terms and Conditions
Exhibit B: Minnesota Terms and Conditions
Exhibit C: Requirement
Exhibit D: Price Schedule
Exhibit E: Contractor Terms and Conditions

9. **Survival of Terms:**

The following clauses survive the expiration or cancellation of this Master Agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that states it shall survive, shall survive.

10. Entire Agreement
This Contract and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

1. Contractor
The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: Katherine Castillo
Signature: DocuSigned by: Katherine Castillo 8DEF23302D0B4B8...
Title: ParaLegal Advisor Date: 7/14/2023

2. State Agency
With delegated authority

Print name: Elizabeth M. Randa
Signature: DocuSigned by: Elizabeth M. Randa 742DE739C8ED492...
Title: Acquisition Management Specialist Date: 7/14/2023

3. Commissioner of Administration
As delegated to The Office of State Procurement

Print name: Andy Doran
Signature: DocuSigned by: Andy Doran 68D02A26D7604BA...
Title: IT Acquisitions Supervisor Date: 7/14/2023

Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Conflict of Terms/Order of Precedence.**

   a. Any order placed under this Master Agreement shall consist of the following documents:

      1. A Participating Entity's Participating Addendum ("PA");

      2. Minnesota NASPO ValuePoint Master Agreement, as negotiated, including all exhibits;

      3. A Purchase Order issued against a PA (terms and conditions set forth in a Purchase Order will not be deemed to modify, diminish, or otherwise derogate the terms and conditions set forth in a Participating Addendum or Minnesota NASPO ValuePoint Master Agreement).

   b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

   c. Contractor terms and conditions may be incorporated if expressly accepted by the Lead State and attached to the Master Agreement as an Exhibit or Attachment, or by written reference (including reference to information contained in a URL or referenced policy). A written reference, including by URL or policy, is incorporated into the Master Agreement only if the Master Agreement expressly identifies that reference. URL's must be explicitly referenced to be incorporated into the Master Agreement. URL's contained within the URL's that are explicitly referenced are not incorporated into the Master Agreement. Any Contractor term or condition incorporated by URL or written reference applies to this Master Agreement only to the extent such term or condition is not prohibited by applicable law. Any change to information contained in a URL or referenced policy will not affect any financial obligation, place any additional material obligation on an ordering entity, or materially diminish an ordering entity's ability to use the product or service.

   d. A written Master Agreement (which may include the contents of the RFP and selected portions of Contractor's response incorporated therein by reference) will constitute the entire agreement of the parties to the Master Agreement. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the RFP, or terms listed or referenced on the Contractor's website not otherwise incorporated into the Master Agreement, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

   e. Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

2. **Definitions.**

   a. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

   b. **Accessory** means a product that enhances the user experience but does not extend the functionality of the computer (e.g. mouse pad or monitor stand). For the purposes of this Contract, accessories are considered peripherals.

c. **_____ as a Service (_aaS)** refers to any good provided in a subscription-based model that is defined in the industry as "_____ as a Service". Examples are "Software as a Service", "Infrastructure as a Service", and "Storage as a Service", and shall follow the NIST definitions of those services. ____ as a Service are permitted only when they meet the restrictions found in Paragraph 5.c, above.

d. **Band** means a category of products. There are three product bands which may be awarded through this Contract. Each product band includes related peripherals and services.

e. **Components** are the parts that make up a computer configuration.

f. **Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

g. **Configuration** means the combination of hardware and software components that make up the total functioning system.

h. **Customer** (see Purchasing Entity).

i. **Desktop** means a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: (1) the processor, 2) display monitor, and 3) input devices usually a keyboard and a mouse. Desktops, including desktop virtualization endpoints such as zero and thin clients, are included in Bands 1 and 2 of this Contract.

j. **Embedded Software** means one or more software applications which permanently reside on a computing device.

k. **Energy Star®** is a voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes it easy to identify energy efficient computers by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

l. **EPEAT** is a type-1 ecolabel for identifying and purchasing sustainable IT products. EPEAT-registered products must meet sustainability criteria detailed in voluntary consensus-based standards that are free and publicly available on the Green Electronics Council's website at www.greenelectronicscouncil.org. Products are classified as Bronze, Silver, or Gold based on meeting criteria that address the life cycle of the products. Product life cycle includes material extraction, hazardous substance reduction, end-of-life management, packaging, and corporate sustainability. Only products listed as Active in the online EPEAT Registry are considered to meet the EPEAT criteria.

m. **FOB Destination** means that shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

n. **FOB Inside Delivery** means that shipping charges are included in the price of the item, and that the shipped item becomes the legal property and responsibility of the receiver when it reaches the inside delivery point, which is beyond the front door or loading dock. FOB Inside Delivery is a special shipping arrangement that may include additional fees payable by the Purchasing Entity. FOB Inside Delivery must be annotated on the Purchasing Entity ordering document.

o. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

p. **Laptop** means a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad, and speakers in a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptops include notebooks, ultrabooks, netbooks, Zero and thin client devices, and computers with mobile operating systems. Laptops are included in Bands 1 and 2 of this Contract.

q. **Lead State** means the State centrally administering any resulting Master Agreement(s).

r. **Mandatory Requirement** is a requirement that the failure to meet results in the rejection of the responder's proposal unless all responders are unable to meet the mandatory requirement. The terms "must" and "shall" identify a mandatory requirement. Any objection to a mandatory requirement should be identified by responders in the Question and Answer period.

s. **Manufacturer** means a company that, as one of its primary business functions, designs, assembles, owns the trademark/patent for, and markets branded computer equipment.

t. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor.

u. **Middleware** means the software "glue" that helps programs and databases (which may be on different computers) work together. The most basic function of middleware is to enable communication between different pieces of software.

v. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

w. **Option** means an item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

x. **Order or Purchase Order** means any purchase order, sales order, contract or other method used by a Purchasing Entity to order the Products.

y. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

z. **Participating Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

aa. **Participating State** means a state that has executed a Participating Addendum.

bb. **Partner** means a company, authorized by the Contractor and approved by the Participating Entity, to provide marketing, support, or other authorized contract services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Agreement. A Partner may include, but is not limited to, an agent, subcontractor, fulfillment partner, channel partner, business partner, servicing subcontractor, etc.

cc. **Peripherals** means any hardware product that can be attached to, added within, or networked with personal computers, servers, or storage. Peripherals extend the functionality of a computer without modifying the core components of the system.

dd. **Per Transaction Multiple Unit Discount** means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

ee. **Premium Savings Package(s) (PSP)** are deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. NASPO ValuePoint reserves the right to expand and modify the PSP throughout the life of the contract. For more information see: https://www.naspovaluepoint.org/portfolio/57/.

ff. **Product** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

gg. **Purchasing Entity** means a state (including the District of Columbia and U.S. territories), city, county, district, other political subdivision of a state, other public entities domestic or foreign, and nonprofit organizations under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order under the terms of the Master Agreement, or any Participating Addendum thereto, and becomes financially committed to the purchase.

hh. **Ruggedized** means equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures, and wet or dusty conditions. Ruggedized equipment may be proposed under the band that most closely fits the equipment being proposed.

ii. **Server** means computer hardware dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. Servers may be either physical or virtual. Servers, including server appliances, are included in Band 3 of this Contract. Server appliances have their hardware and software preconfigured by the manufacturer, and include embedded networking components such as those found in blade chassis systems.

jj. **Services** are broadly classified as installation or de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These classifications of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, recycling or disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk or helpdesk, imaging, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contractors may offer limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts.

EACH PARTICIPATING ENTITY WILL DETERMINE RESTRICTIONS AND NEGOTIATE TERMS FOR SERVICES THROUGH THEIR PARTICIPATING ADDENDUM.

kk. **Software** means, for the purposes of this Contract, commercial operating off the shelf machine-readable object code instructions including microcode, firmware, and operating system software that meet the restrictions specified

in Paragraph 5.a. "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

ll. **Storage** means hardware or a virtual appliance with the ability to store large amounts of data. Storage, including SAN switching necessary for the proper functioning of storage equipment, is included in Band 3 of this Contract

mm. **Storage Area Network (SAN)** is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

nn. **Tablet** means a mobile computer that provides a touchscreen that acts as the primary means of control. Tablets, including notebooks, ultrabooks, and netbooks with touchscreen capabilities, are included in Bands 1 and 2 of this Contract.

oo. **Takeback Program** means the Contractor's process for accepting the return of equipment or other products at the end of the product's life.

pp. **Thin Client** is a lightweight computer that has been optimized for establishing a remote connection with a server-based computing environment.

qq. **Third Party Product** is a good sold by the Contractor that is manufactured by another company. Third Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of any Contractor's total sales under this Master Agreement.

rr. **Upgrade** means the replacement of existing software, hardware, or hardware component with a newer version.

ss. **Warranty** means the Manufacturer's general warranty tied to the product at the time of purchase.

tt. **Wide Area Network (WAN)** is a data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

3. **Term of the Master Agreement.**

a. The initial term of this Master Agreement is for 2 years. This Master Agreement may be extended beyond the original contract period for 36 additional months at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. **Amendments.**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without a written amendment to the Master Agreement executed by the Contractor and Lead State as required by law. Master Agreement amendments will be negotiated by the Lead State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work.

5. **Participants and Scope.**

a. Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador,

Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement. Canadian Participation. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

b. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

c. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

e. NASPO and NASPO ValuePoint are not parties to the Master Agreement.

f. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the Master Agreement, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. **Individual Customers.**
Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7. **Independent Contractor.**
The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as an agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

8. **Contracting Personnel.**
Contractor must provide adequate contracting personnel to assist states with the completing and processing Participating Addenda. It is preferred that each Contractor be able to provide each Participating Entity with a primary contact person for that Participating Entity.

9. **Changes in Contractor Representation.**
The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. Such approval shall not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

10. **Contractor Verification.**
The Contractor is responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contractor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. The term Partner will be utilized in naming the relationship a Contractor has with another company to market and sell under the contract. Participating Entities will have final determination/approval if a Partner may be approved for that state in the role identified by the Contractor.

11. **Contractor Performance Meeting.**
An annual performance meeting may be held each year with the NASPO ValuePoint Sourcing Team. Historically performance meetings have been held in Minnesota, but the Lead State may hold the meetings in person or virtually at the Lead State's discretion.

All contractors that are invited to participate must send their Primary Account Representative, unless an exception is granted in writing by the Lead State. It is possible that not all contractors will be invited to participate in a performance meeting.

12. Laws and Regulations.
Any and all Products offered and furnished shall comply fully with all applicable Federal, State, and local laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State. To the extent any purchase is subject to Federal Acquisition Regulations, as may be required by the terms of a federal grant, a Participating Entity and Contractor may include in their Participating Addendum terms that reflect such a requirement.

13. Price and Rate Guarantee Period.
All minimum discounts and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for minimum discount or rate adjustment must be for a guarantee period as offered by the Contractor, and must be made at least 30 days prior to the effective date. Requests for minimum discount or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to minimum discounts or rates will be allowed.

14. Premium Savings Package Program.
The Lead State reserves the right to create a Premium Savings Package Program (PSP) as outlined in the Definitions, Paragraph 2.ee of Exhibit A. Participation by Contractor is voluntary. The details and commitments of the PSP will be detailed as a part of any request for Contractor to participate.

15. Services.
Participating Entities must explicitly allow services in their Participating Addenda for the approved services to be allowed under that Participating Addendum. The Participating Addendum by each Participating Entity will address service agreement terms and related travel.

16. Ordering.

a. Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

1. The service description or supplies being delivered;

2. The place and requested time of delivery;

3. A billing address;

4. The name, phone number, and address of the Purchasing Entity representative;

5. The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;

6. A ceiling amount of the order for services being ordered;

7. The Master Agreement identifier; and

8. Statement of Work, when applicable.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

17. **Trade-In.**

Any trade-in programs offered during the life of the Master Agreement must be approved by the Lead State. Participating Entities must explicitly allow trade-in programs in their Participating Addenda for the approved programs to be allowed under that Participating Addendum. Trade-in value shall not decrease the discounts offered through the Master Agreement.

18. **Shipping and Delivery.**

a. The prices are the delivered price to any Purchasing Entity for standard 3-5 day shipping. If an order is requested with expedited shipping, the Contractor must provide a firm "not to exceed" price for the expedited shipping on the quote. All deliveries shall be FOB Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. Specific delivery instructions, including FOB Inside Delivery, will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to promptly notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipment shall be marked with the Purchasing Entity's Purchase Order number and other information sufficient for the Purchasing Entity to properly identify the shipment as outlined in the Participating Addendum of the Purchasing Entity.

19. **Inspection and Acceptance.**

a. Where the Master Agreement, a Participating Addendum, or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. Acceptance. Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. Failure to reject upon receipt, however, does not relieve the Contractor of liability for latent or hidden material defects. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance. If the parties agree to acceptance testing, the terms of subsection (c), below, apply.

c. Acceptance Testing. The Purchasing Entity and the Contractor shall determine if Acceptance Testing is applicable and required for the purchase. "Acceptance Testing" means the process for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.

1. The Acceptance Testing period shall be thirty (30) calendar days starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

2. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. The warranty period shall begin upon Acceptance.

d. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

20. **Title of Product.**

a. Definitions. For purposes of this section, the following terms are defined as follows:

1. "Deliverables" means any reports, analyses, scripts, code, or other work results that Contractor delivers to Purchasing Entity within the framework of fulfilling Contractor's obligations to Purchasing Entity.

2. "Equipment" means Contractor-branded hardware products.

3. "Proprietary Rights" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights of a party.

b. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Equipment free and clear of all liens, encumbrances, or other security interests. Purchasing Entity's rights to use the software delivered by Contractor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Contractor's EULA must be made available to Purchasing Entities for review prior to negotiating a Participating Addendum or the issuance of an Order and shall meet or exceed the terms set forth in this Master Agreement. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

c. Contractor grants Purchasing Entity a non-exclusive, non-transferable, irrevocable license to use (without the right to sublicense) the Deliverables provided by Contractor for Purchasing Entity's internal business and governmental purposes, only and solely in accordance with the applicable service specification and subject to this Master Agreement. The grant of this license is subject to Purchasing Entity's compliance with the terms of this Master Agreement and Purchasing Entity's payment of applicable amounts due. Such license shall be perpetual unless granted pursuant to the purchase of a subscription, in which case the license shall be for the term of the subscription. Purchasing Entity may authorize its service providers to use the Deliverables, but solely on Purchasing Entity's behalf, solely for Purchasing Entity's internal business or governmental purposes, and Purchasing Entity shall be responsible for service provider's compliance with these restrictions. This section shall not affect a Purchasing Entity's right to transfer ownership of a product, and transfer, if permitted by Contractor or its licensors, licenses associated with such product, to another individual or entity as part of the Purchasing Entity's surplus program or sale of used products to employees or former employees.

d. Contractor reserves for itself all Proprietary Rights that it has not expressly granted to Purchasing Entity herein. The license granted in this clause 20(c) does not apply to: (i) Equipment; (ii) Contractor-branded generally available software; or (ii) items licensed or otherwise provided under a separate agreement. Contractor is not limited in developing, using, or marketing services or products that are similar to the Deliverables or Professional Services provided hereunder, any service, specification, or, subject to Contractor's confidentiality obligations to Purchasing Entity, in using the Deliverables or performing similar Professional Services for any other projects. Notwithstanding the previous, Contractor's use of Deliverables created specifically for and paid for by a Purchasing Entity is subject to Purchasing Entity approval.

e. Any and all licensing, maintenance, cloud services, or order specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the terms of the Master Agreement as incorporated into the Participating Addendum, and to the extent the terms are not in conflict with the Participating Entity's applicable laws. In the event of a conflict in the terms and conditions, the conflict shall be resolved as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance, cloud services agreements, or order specific agreements may be further negotiated by the Contractor or, if applicable, the Licensor, and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

f. If (i) Contractor is or becomes aware of any infringement claim made against a third-party branded product offered by Contractor through this Master Agreement, (ii) the third-party branded product is determined to infringe upon the intellectual property rights of another third party, and (iii) such infringement is not remedied by the third party so that the product is no longer infringing, Contractor shall immediately cease offering the product under this Master Agreement and notify the Lead State, NASPO, Participating Entities, and purchasers of the product.

21. **Warranty.**
The Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

22. **System Failure or Damage.**
In the event of system failure or damage caused by the Contractor or its Product, the Contractor shall use reasonable efforts to restore or assist in restoring the system to operational capacity. The Contractor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

23. **Payment.**
Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law.

Payments will be remitted by mail or electronically. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. All applicable taxes, duties, and fees must be identified on the quote.

24. **Leasing or Alternative Financing Methods.**
Lease purchase and term leases are allowable only for Purchasing Entities whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process and if the applicable PAs permit leasing. No lease agreements will be reviewed or evaluated as part of the RFP evaluation process.

25. **Contract Provisions for Orders Utilizing Federal Funds.**
Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be

proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

26. Self Audit.

The Contractor must conduct at a minimum a quarterly self-audit, unless approved by the Lead State. The audit will sample a minimum of one tenth of one percent (.001) of orders with a maximum of 100 audits per quarter conducted. For example: Up to 1,000 sales = 1 audit; 10,000 sales = 10 audits; Up to 100,000 sales = 100 audits. This will be a random sample of orders and invoices and must include documentation of pricing. Summary findings must be reported to Lead State with actions to correct documented findings.

27. Assignment/Subcontracts.

a. Contractor shall not assign, sell or otherwise transfer all or any part of this Master Agreement without prior written consent from the Lead State, such consent not to be unreasonably withheld.

b. The Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Master Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO ValuePoint and other third parties.

28. Insurance.

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers legally authorized to conduct business in the Lead State and in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

1. Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

2. Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor will use reasonable efforts to give thirty (30) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contractor shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contractor obtains coverage from different insurer(s) meeting the requirements described herein.

d. Prior to commencement of performance, Contractor shall provide to the Participating Entity a certificate of insurance showing the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as an additional insured, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights

and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. During the term of this Master Agreement, Contractor shall upon request provide to the Lead State and Participating Entities evidence of coverage that meets the requirements of this Section and the applicable Participating Addendum. Failure to provide evidence of coverage, within thirty (30) calendar days of receipt of request may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. **Administrative Fees.**

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

b. The NASPO ValuePoint Administrative Fee in this section shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

c. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Purchasing Entity may allow the Contractor to adjust the Master Agreement pricing to account for these additional fees for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

30. **NASPO ValuePoint Reports**

a. Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

b. Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

c. Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details.

Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

d. Sales Data Crosswalks. Reserved.

e. Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

31. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review.**

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating Entity.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to Paragraph 42 of Exhibit A or to terminate for default pursuant to Paragraph 44 of Exhibit A.

g. Contractor agrees to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in any Cooperative Purchasing Agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions. For the purposes of this paragraph, Cooperative Purchasing Agreement shall mean a cooperative

purchasing program facilitating public procurement solicitations and agreements using a lead agency model. This does not include contracts with any federal agency or any federal contract.

32. Right to Publish.

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the public release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

33. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

34. Indemnification

a. General Indemnity. Contractor shall indemnify, defend (to the extent permitted by a state's Attorney General), and hold harmless an Indemnified Party from any claims or causes of action, including attorney's fees, to the extent arising from Contractor's intentional, willful, or negligent acts or omissions; actions that give rise to strict liability; and actions arising from breach of contract or warranty.

"Indemnified Party" means NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the Indemnified Party's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the Indemnified Party's failure to fulfill its obligation under this Contract.

b. Intellectual Property Indemnification.

1. In the event of any such claim by any third party against the Indemnified Party that Products, Software, Services or Deliverables prepared, produced, or branded by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"), the Indemnified Party shall promptly notify the Contractor. The Contractor, at its own expense, shall indemnify, defend to the extent permitted by the Indemnified Party's laws, and hold harmless the Indemnified Party against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Indemnified Party.

2. If Contractor receives prompt notice of such a claim that in the Contractor's opinion is likely to result in an adverse ruling, the Contractor shall at its option (1) obtain a right for the Indemnified Party to continue using such Products, Deliverables, or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services, or Deliverables to make them non-infringing without materially affecting their utility or functionality; (3) replace such Products, Software, Services, or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables, or Software.

3. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services, or Deliverables that were not performed by, on behalf of, or at the direction of Contractor; (2) the combination, operation, or use of the Products, Software, Services, or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Indemnified Party's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Indemnified Party. Contractor's duty to indemnify and defend under this Section is contingent upon: (a) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Indemnified Party, (b) Contractor having the right to solely control the defense and resolution of such claim or action, unless the Indemnified Party's law requires approval for a third party to defend the Indemnified Party and such approval is not received, and (c) Indemnified Party's cooperation with Contractor in defending and resolving such claim or action. This Section states Indemnified Party's exclusive remedies for any third-party intellectual property claim or action and nothing in this Master Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Indemnified Party.

35. **Limitations of Liability**

a. The Parties agree that neither Contractor nor the indemnified party shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; an unauthorized release or breach of not public data as set forth more fully in Minn. Ch. 13; or a claim or demand based on patent, copyright, or other intellectual property infringement.

b. Contractor's liability is limited to 2 times the amount paid by Purchasing Entity to Contractor during the 12 months preceding the date of the dispute concerning any products and services, or $5,000,000, whichever is greater. This limit on liability does not apply to claims for bodily injury or death or for intellectual property infringement.

c. Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

1. provided by the Contractor or the Contractor's subsidiaries or affiliates;

2. specified by the Contractor to work with the Product; or

3. reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Product in combination with such product, system or method.

36. **License of Pre-Existing Intellectual Property.**
Intentionally deleted.

37. **Assignment of Antitrust Rights.**
Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

38. **Debarment.**
The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. **Governing Law and Venue.**

a. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

40. **Confidentiality, Non-Disclosure, and Injunctive Relief.**

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

1. Any and all information of any form that is marked as confidential by one party (the "originating party") and is or would by its nature be deemed confidential obtained by the other party or its employees or agents (the "receiving party") in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of the originating party ("Confidential Information").

2. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information.

3. Confidential Information does not include information that (1) is or becomes (other than by disclosure by the receiving party) publicly known; (2) is furnished by the originating party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the originating party without the obligation of confidentiality, (5) is disclosed with the written consent of the originating party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. The receiving party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

1. Each party shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

2. Without limiting the generality of the foregoing, the receiving party shall advise the originating party, and the applicable Participating Entity, and the Lead State if the originating party is a Purchasing Entity, and the Lead State if the originating party is a Participating Entity, immediately if the receiving party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and the receiving party shall at its expense cooperate with advise the originating party in seeking injunctive or other equitable relief in the name of either party against any such person.

3. Except as directed by the originating party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at the originating party's request, the receiving party shall turn over to the originating party all documents, papers, and other matter in the receiving party's possession that embody Confidential Information.

4. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement, and Purchasing Entity may retain Confidential Information to the extent and for the duration required by applicable law.

c. Injunctive Relief. Each party acknowledges that the other party's breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to originating party that is inadequately compensable in damages. Accordingly, the originating party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item

descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to Paragraph 33 of Exhibit A. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

41. Public Information.
This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

42. Cancellation.
Unless otherwise set forth in this Master Agreement, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate as set forth in Paragraph 44 of Exhibit A.

43. Force Majeure.
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

44. Defaults and Remedies.

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

1. Nonperformance of contractual requirements; or

2. A material breach of this Master Agreement; or

3. Any certification, representation or warranty by Contractor in response to the RFP or in this Master Agreement that proves to be untrue or materially misleading; or

4. Institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

5. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, except for material breach, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement. The Lead State may immediately terminate this Master Agreement upon material breach of the Master Agreement by Contractor.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

1. Exercise any remedy provided by law; and
2. Terminate this Master Agreement and any related contracts or portions thereof; and
3. Impose liquidated damages as provided in this Master Agreement; and
4. Suspend Contractor from being able to respond to future bid solicitations; and
5. Suspend Contractor's performance; and
6. Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

45. **Waiver of Breach.**
Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

46. **Notices.**
If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile or electronic transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

Elizabeth Randa, Acquisition Management Specialist
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
elizabeth.randa@state.mn.us

47. **No Waiver of Sovereign Immunity.**
In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense

or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Exhibit B: Minnesota Terms and Conditions

1. **Change Requests.**

The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered within the Band(s). Products introduced during the term of the Master Agreement shall go through a formal review process. The process for updating the products offered within a Band is outlined in Paragraph 2 of Exhibit B. The Contractor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contractor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contractor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contractor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

2. **Product and Service Schedule (PSS).**

a. Creating the Product and Service Schedule (PSS). Contractor will use the attached sample PSS to create and maintain a complete listing of all products and services offered under the Master Agreement. The PSS must conform to the contracted minimum discounts. Contractor may create and maintain a separate PSS for a Participating Entity based on the requirements and restrictions of the Participating Entity.

Contractors are encouraged to provide remote learning bundles for K-12 Education. These bundles can be included in the response to the PSS.

b. Maintaining the PSS.

1. In General. Throughout the term of the Master Agreement, on a quarterly basis, Contractor may update the PSS to make model changes, add new products or services, or remove obsolete or discontinued products or services. Any updates to the PSS must conform to the Master Agreement requirements, including the scope of the Master Agreement and contracted minimum discounts.

2. Process. Contractor must provide notification to the Lead State of any changes to their PSS using the attached Action Request Form (ARF).

a) The Lead State does not need to approve Contractor's request to make model changes, add their own manufactured products, or remove discontinued or obsolete products or services, and Contractor does not need the Lead State's approval prior to posting an updated PSS.

b) The Lead State must approve Contractor's request to add new third party manufacturers to Contractor's PSS. If the proposed third-party manufacturer holds a NASPO Master Agreement for Computer Equipment, Contractor must obtain written authorization from that manufacturer. Contractor must have the Lead State's approval prior to posting the updated PSS.

c) Contractor must maintain a historic record of all past PSSs on their dedicated NASPO ValuePoint website.

d) Pursuant to the audit provisions of the Master Agreement, upon the request of NASPO ValuePoint, the Lead State, or a Participating Entity, Contractor must provide an historic version of any Baseline Price List.

3. **Purchase Orders.**
There will be no minimum order requirements or charges to process an individual purchase order. The Participating Addendum number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

4. **Risk of Loss or Damage.**
The Purchasing Entity is relieved of all risks of loss or damage to the goods or equipment during periods of transportation, and installation by the Contractor and in the possession of the Contractor or their authorized agent.

5. **Payment Card Industry Data Security Standard and Cardholder Information Security.**
Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the Purchasing Entity shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

6. **Foreign Outsourcing of Work.**
Upon request, the Contractor is required to provide information regarding the location of where services, data storage, and location of data processing under the Master Agreement will be performed.

7. **State Audits (Minn. Stat. § 16C.05, subd. 5).**
The books, records, documents, and accounting procedures and practices of the Contractor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Lead State's Legislative Auditor or State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The Lead State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

8. **Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).**
If the value of this Contract, including all extensions, is $50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the contractor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

9. Human Rights/Affirmative Action.

The Lead State requires affirmative action compliance by its Contractors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

a. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

b. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400 5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552 5000.3559.

c. Disabled Workers. Minn. R. 5000.3550 provides the Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

d. Consequences. The consequences of a Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by

the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

e. Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

10. **Equal Pay Certification.**
If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the Lead State may require Contractor to verify its exempt status.

11. **Americans with Disabilities Act (ADA).**
Products provided under the Master Agreement must comply with the requirements of the Americans with Disabilities Act (ADA). The Contractor's catalog and other marketing materials utilized to offer products under the Master Agreement must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contractor agrees that the customer can assume the product meets or exceeds the ADA requirements.

12. **Nonvisual Access Standards.**
Pursuant to Minn. Stat. § 16C.145, the Contractor shall comply with the following nonvisual technology access standards:

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

13. **Accessibility Standards.**
Contractor acknowledges and is fully aware that the Lead State (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to

develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the Lead State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the Lead State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the Lead State to consider the Contractor in default.

14. **Conflict Minerals.**
Contractor agrees to provide information upon request regarding adherence to the Conflict Minerals section of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Section 1502).

See: http://beta.congress.gov/111/bills/hr4173/111hr4173enr.pdf#page=838
http://www.sec.gov/news/press/2012/2012-163.htm

15. **Hazardous Substances.**
To the extent that the goods to be supplied by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable state and federal laws and regulations, the Contractor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **Copyrighted Material Waiver.**
The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses, including but not limited to photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

17. **Publicity.**
The Contractor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

18. **Performance While Dispute is Pending.**
Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

19. Organizational Conflicts of Interest.
An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

a. the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

b. the Contractor's objectivity in performing the work is or might be otherwise impaired; or

c. the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Lead State's Department of Administration's Office of State Procurement that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the Lead State may, at its discretion, cancel the Master Agreement. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the Lead State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Instructions for certification:

1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Government Data Practices.**

The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the Lead State. The Lead State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the Lead State.

The Contractor agrees to indemnify, save, and hold the Lead State, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota

Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contractor subcontracts any or all of the work to be performed under the Master Agreement, the Contractor shall retain responsibility under the terms of this article for such work.

22. **Survivability.**
Certain rights and duties of the Lead State and Contractor will survive the expiration or cancellation of the RFP and resulting Master Agreement. These rights and duties include but are not limited to paragraphs: Indemnification; Limitations of Liability; State Audits; Government Data Practices; Governing Law and Venue; Publicity; and Administrative Fees.

23. **Severability.**
If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the Lead State and the Contractor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

Exhibit C: Requirements

1. **Contractor Verification.**
Contractor must be a manufacturer of a Product in the Band(s) it is awarded a Master Agreement. "Re-branding" a product that is manufactured by another company does not meet this requirement. If the Contractor ceases production, sells or assigns their manufacturing to another vendor, or otherwise no longer manufactures a product during the life of the Master Agreement the Lead State reserves the right to terminate the Contractor's Master Agreement.

2. **Warranty and Maintenance.**
Contractor must ensure warranty service and maintenance for all equipment, including third party products provided. The Contractor must facilitate the Manufacturer or Publisher warranty and maintenance of third party products furnished through the Master Agreement. The Contractor shall provide the warranty service and maintenance for equipment and all peripherals on the Master Agreement.

3. **Website.**
Contractor must develop and maintain a URL to a web site specific to the awarded Master Agreement. Contractor's Master Agreement website must offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The website must be separate from the Contractor's commercially available (i.e., public) on-line catalog and ordering systems. No other items or pricing may be shown on the website without written approval from the Lead State

a. Mandatory Specifications:

- Designated Baseline Price List(s) (e.g., MSRP, List, or Education)
- Product and Service Schedule (PSS)
- Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote,
- Service options and service agreements available on the contract. Please refer to Paragraph 5.
- Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
- Sales representatives for participating entities
- Links to environmental certification, including but not limited to take-back/recycling programs, EPEAT, Energy Star, etc.

b. Desirable Specifications:

- Purchase order tracking
- Information on accessibility and accessible products
- Signed Master Agreement
- Online ordering capability with the ability to remember multiple ship to locations (if applicable to product)
- List of approved partners, if applicable

Within 30 calendar days of the notice of intent to award a Master Agreement, Contractor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contractor will have 15 calendar days to provide revisions to the Lead State. After the Lead State approves the website, Contractor may not make material changes to the website without notifying the Lead State through the ARF process and receiving written approval of the changes.

4. **Environmental Certifications.**
Contractor must include environmental or supply chain responsibility certifications and registrations for products sold through this Contract on their website. Contractor must provide these certifications and registrations for specific products to Participating Entities upon request.

5. **EPEAT Registration.**
Contractor agrees that applicable products offered that have EPEAT Standards provided under the Master Agreement must have achieved a minimum EPEAT Bronze registration. This requirement does not apply to Band 3.

Contractor may propose the addition of a product that has not yet achieved a minimum EPEAT Bronze registration. The Lead State, in its sole discretion may require Contractor to provide the following documentation to support the addition of the proposed product:

- A letter from the Green Electronics Council (GEC) on GEC's letterhead confirming that the verification process is underway; or
- A copy of Contractor's GEC contract, Conformity Assurance Board (CAB) contract, and a letter from Contractor's CAB stating that the relevant product has been registered with the CAB and that verification is underway.

The Lead State reserves the right to reject the inclusion of such product, or if approved, require Contractor to remove the product at a later date if the product does not achieve a minimum EPEAT Bronze registration. The Contractor must remove any products that subsequently exit the verification process without achieving EPEAT Bronze or greater from the Master Agreement.

6. **Third-Party Products.**
Some products offered may be manufactured by a third party. Contractor, however, must provide or facilitate the warranty service and maintenance for all Third-Party Products on the Master Agreement either directly or pass-through from the manufacturer. Contractor may not offer products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment without approval from the Lead State. Warranty for third-party products must be provided by the Contractor. Warranty documents for products manufactured by a third party are preferred to be delivered to the Participating Entity with the products. Contractor can only offer Third-Party Products in a Band they have been awarded.

Third-Party Products are intended to enhance or supplement a Contractor's own product line, and are not intended to represent more than a third of Contractor's total sales under this Master Agreement. The Lead State may limit the sale of Third-Party Products through the Master Agreement during the life of the Master Agreement should Third-Party Product sales be determined to consistently exceed one third of the total sales under this Master Agreement. Such limitation may take the form of any action the Lead State so chooses, up to and including non-renewal or cancellation of the Master Agreement.

7. **Partner Utilization.**
If utilizing partners, the Contractor is responsible for the partners providing products and services, as well as warranty service and maintenance for equipment the partner provides. Participating Entities have the option of utilizing partners. Contractor must provide a Participating Entity a copy of its plan for partner utilization upon request. Contractor must make available a list of approved partners for each Participating Entity. Participating Entities must approve specific Partners as outlined within the relevant Participating Addendum, and only partners approved by the Participating Entity may be deployed. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

8. **2019 National Defense Authorization Act, Section 889(f)(3).**
Under the 2019 National Defense Authorization Act, Section 889(f)(3), the US military is prohibited from purchasing video surveillance and telecommunications equipment from certain Chinese-owned technology firms. While US state are

not subject to this act, there is increasing concern for the security of state data. Contractor certifies for the term of this Master Agreement that it is not subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and that Contractor's Products do not contain, include, or utilize components or services supplied by any entity subject to the same. Contractor also certifies that its Products do not contain, include, or utilize any covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

Exhibit D: Pricing Schedule

Attached and incorporated into this Master Agreement as Exhibit D is the Price Schedule.

Exhibit D: Price Schedule

NASPO ValuePoint Computer Equipment (2023-2028)
CONTROL SET

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Awarded Bands:

x Band 1: Personal Computing Devices (Windows)
x Band 2: Personal Computing Devices (Non-Windows)
x Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
2	2B	Band 2 - Minimum Discount	18.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
3	3B	Band 3 - Minimum Discount	18.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
	S-1	Standalone Services	4.0%
	S-2	Warranty Services	4.0%
	S-3	Training and Other Professional Services	4.0%

Exhibit D: Price Schedule

Discount Structure

Master Agreement: 23004
Contractor Name: Dell Marketing, LP
Baseline Price List: Posted on Contractor's dedicated NASPO ValuePoint website

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	**1B**	**Band 1 - Minimum Discount**	**18.0%**
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	**1T**	**Band 1 - Third Party Product Minimum Discount**	**5.5%**
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	**2B**	**Band 2 - Minimum Discount**	**18.0%**
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	**2T**	**Band 2 - Third Party Product Minimum Discount**	**5.5%**
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	**3B**	**Band 3 - Minimum Discount**	**18.0%**
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	**3T**	**Band 3 - Third Party Product Minimum Discount**	**5.5%**
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

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Exhibit D: Price Schedule

Volume-Based Discounts

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Bands 1 & 2

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$100,000.00	$199,999.99	1.0%
$200,000.00	$399,999.99	2.0%
$400,000.00	$599,999.99	4.0%
$600,000.00	$999,999.99	6.0%
$1,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Threshold	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers

3. Other Discount(s)

none

Band 3

1. Per Transaction Multiple Unit Discount(s)

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Min $ Single Transaction	Max $ Single Transaction	Per Transaction Multiple Unit Discount
$250,000.00	$499,999.99	1.0%
$500,000.00	$999,999.99	2.0%
$1,000,000.00	$1,499,999.99	4.0%
$1,500,000.00	$1,999,999.99	6.0%
$2,000,000.00	No Maximum	8.0%

Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

Exhibit D: Price Schedule

2. Cumulative Discount(s)

Contractor provides a cumulative volume discount as follows based on dollars resulting from the cumulative purchases by all purchases made by Purchasing Entities for the duration of the Master Agreement.

Column1	Discount Level
Up to 2B	0.0%
$2B to $4B	1.0%
$4B to $6B	2.0%
$6B to $8B	3.0%
$8B to $10B	4.0%
Greater than $10B	5.0%

Note: Cumulative Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.

3. Other Discount(s)

Additional discount(s) available.

none

Exhibit D: Price Schedule

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

Each Purchasing Entity will determine if and how services will be offered in the Participating

Travel for Services will be negotiated with each Participating Entity in the Participating Addendum.

All Awarded Bands		
Category Code	**Description of Service**	**Percent Discount**
S-1	Standalone Services	4.0%
S-2	Warranty Services	4.0%
S-3	Training and Other Professional Services	4.0%

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Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

Optional: Lease Rates

Dell Financial Services (DFS') payment solutions offer flexible end-of term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annually.

DFS payment solution rates are adjusted quarterly in accordance with a formula based on fluctuations in treasury notes. Our rates are a function of several factors including estimates of future residual values, prevailing interest rates, borrowing costs, general and administrative expenses, and solution structure. Once a payment schedule has commenced, the rate remains constant for the term of the schedule.

Exhibit D: Price Schedule

Prompt Payment Discount

Master Agreement: 23004
Contractor Name: Dell Marketing, LP

All Awarded Bands

	in 30
	in 15, Net 30
	in 10, Net 30
X	Net 30
	Other (specify):

Exhibit E: Contractor Terms and Conditions

Attached by reference as Exhibit E are the following Contractor document(s):

- **Software Licenses.** Customer's rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

- **Dell Return Policy.** Customer may return Products to Supplier pursuant to the return policy at www.dell.com/returnspolicy.

- **Equipment Warranty.** Unless provided otherwise in a Schedule, additional terms governing the limited warranties for Equipment are found at https://www.dell.com/learn/us/en/uscorp1/terms-of-sale-commercial-and-public-sector-warranties?c=us&l=en&s=corp or in the applicable documentation or Product Notice for the specific Equipment.

- **Product- and Service-Specific Terms.** Scope and details of Services and Product-specific terms are specified in the applicable standard service description that is attached to or referred in a Schedule or Quote, or is made available through the then-current Supplier website for product- or service-specific terms, currently located at www.dell.com/offeringspecificterms. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Quote, shall be deemed incorporated into the Order. Scope and details of customized Professional Services not covered by such a standard description shall be documented in a mutually agreed Statement of Work ("SOW").

These Contractor terms and conditions are being provided for **informational purposes only**. They are intended to be negotiated by Contractor and a Participating Entity as part of a Participating Addendum, or by Contractor and a Purchasing Entity as part of an Order, and shall apply only as agreed to in writing by the parties. Unless such terms are expressly accepted in writing, terms in the following document(s) that derogate the application to a Purchasing Entity of a corresponding term in this Master Agreement or applicable Participating Addendum shall be deemed void.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01

Computer Equipment, Peripherals & Related Services
Minnesota NASPO ValuePoint Master Agreement Number 23026
Dell Marketing L.P. (Contractor)

This Participating Addendum Number 7-23-70-55-01 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing L.P. (hereafter referred to as "Contractor") under the lead state of Minnesota NASPO ValuePoint Master Agreement Number 23026.

1. SCOPE

A. This Participating Addendum covers the purchase of computer equipment (desktops, laptops, tablets, servers, and storage, including related peripherals & services) under the Minnesota NASPO ValuePoint Master Agreement. The Minnesota NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Minnesota NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin February 1, 2024, or upon signature approval by the State whichever occurs later, and will end June 30, 2025, or upon termination by the State, whichever occurs first.

B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (GSPD-401IT) effective 6/21/2022

B. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-23-70-55-01
2) Minnesota NASPO ValuePoint Master Agreement Number 23026

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the Minnesota NASPO ValuePoint Master Agreement Number 23026 are allowed under this Participating Addendum:

1) Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets
2) Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
3) Band 3, Servers and Storage

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. Configuration limits: The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at $15,000 each, for a total purchase price of $150,000).

ITEM	CONFIGURATION
Band 1	$15,000
Band 2	$15,000
Band 3	$1,000,000
Peripherals	$10,000
Services	Addressed in the customer specific Purchase Orders

B. Services must be related to the procurement of equipment.

C. The following restrictions apply to state agency purchases under this Participating Addendum:

1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

2) Service-only purchases are disallowed. (Exception: Equipment maintenance service purchases are allowed).

3) Services that fall within the definition of "public works" as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under this Participating Addendum and must be procured by alternate means. This restriction is not applicable to local governments.

4) Leasing/rental is not allowed.

5) Professional services are not allowed.

6) Cloud services are not allowed.

7. PRICING

A. Contractor's pricing is outlined in the Minnesota NASPO ValuePoint Master Agreement Number 23026.

B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Minnesota.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

A. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.

C. As the prime Contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and Participating Addendum.

D. Any subcontract in excess of $25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-23-70-55-01.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Postconsumer Recycled-Content Certification form (https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) upon request by the state agency.

12. DELIVERY

A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals $100,000.00, the incentive fee due to DGS would be $1,250.00.)

B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

C. The administrative fee shall not be invoiced or charged to the ordering agency.

D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.

E. Payment may be made in the form of an electronic payment using the LPA Payment Portal website (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Ashley Salinas
Phone:	(512) 542-1237
Fax:	n/a
Email	A.Salinas@dell.com
Address:	Dell Marketing L.P. Attn: Ashley Salinas One Dell Way Round Rock, TX 78682

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email	katelynne.leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Minnesota NASPO ValuePoint Master Agreement Number 23026, at prices equal to or lower than the prices on that agreement.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Dell Marketing L.P.	
Agency Name		*Contractor Name*	
Julie Matthews Digitally signed by Julie Matthews Date: 2024.01.23 13:54:09 -08'00'	1/23/2024	Katherine Castillo	01/22/2024
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Julie Matthews, MAU2 Supervisor		Katherine Castillo- Paralegal Advisor	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		One Dell Way Round Rock, TX 78682	
Address		*Address*	

City Council Meeting **H. 9.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Intergovernmental/Piggyback purchase of a Rubrik Data Protection Solution services pack for $218,005 from ePlus (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the purchase of Rubrik Data Protection Solution from ePlus for $218,005.

RECOMMENDATION:

Staff recommends that the City Council approve the purchase of Rubrik Data Protection Solution from ePlus for a term of 3 years, effective July 16, 2024, in the amount of $218,005 to enhance our organization's data backup and recovery capabilities.

DISCUSSION:

Technology standards are critical in order for the City and the Police Department to maintain daily operations without service interruptions. Currently, the City and Police Department are both operating under separate backup and recovery solutions which adds a challenge to IT with supporting the systems.

An investment in Rubrik's backup appliance will enhance our data backup and recovery capabilities. This will act as a single management interface to support all City system backup efforts. Rubrik is recognized for its comprehensive data management and protection features, including:

- Simplicity: Intuitive user interface and automated workflows streamline operations.
- Scalability: Ability to scale with our growing data needs seamlessly.
- Security: Robust encryption and compliance with industry standards ensure data integrity.
- Efficiency: Faster backup and recovery times reduce downtime and operational disruptions.
- Cloud Integration: Facilitates hybrid and multi-cloud strategies, enhancing flexibility.

The purchase of a Rubrik backup appliance represents a strategic investment in our organization's data management infrastructure. It will enhance our ability to protect and recover critical data efficiently while positioning us for future growth and compliance with data protection regulations.

Staff followed the City's procurement guidelines by examining and selecting an existing competitive Best Value RFP cooperative contract agreement with the National Association of State Procurement Officials (NASPO) ValuePoint. NASPO is a non-profit association made up of the directors of the central purchasing offices of the 50 states, District of Columbia and territories of the United States. By utilizing the NASPO ValuePoint cooperative purchasing, the City is able to benefit from the combined purchasing power of more than 50,000 government, education, and nonprofit organizations. The purpose of these cooperative contract programs enable the City to take advantage of preferred pricing and administrative efficiencies. Based on staff's assessment, the hardware and equipment proposed for purchase are recommended to be sourced through this cooperative purchasing agreement.

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase. However, the purchase is recommended in order to ensure the City's backup solution is more scalable.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

Fiscal Impact

Fiscal Year:	FY2024-25
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	218,004.79
Budgeted Y/N:	Yes
Account No.:	604900
Discussion:	

Funding for this purchase is included in the IT Division's budget for FY 2024-25.

Attachments

Rubrik Quote
Intergovernmental Request Form
NASPO Master Agreement
Participating Addendum

Customer Name: City of Redlands
Quote No: 23161475
Quote Name:
Quotation Date: 05/31/2024

Sales Support Contact: KRISTIN SPARHAWK
Sales Support Phone: 949-988-5468
Sales Support Email: KSPARHAWK@EPLUS.COM
Account Executive:
Account Executive Phone:
Account Executive Email:

Customer PO No:
Order No:
Expiration Date: 07/31/2024

External Notes: Contract Number: 7-17-70-40-05
NASPO Master Contract Number: AR2472

Term: 36 Months

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext Price
001	RS-BT-FE-RSCG-PEPP	RUBRIK	ECURITY CLOUD - GOVERNMENT,FOUNDATION EDITION, PER USABLE BETB,PREMIUM SUPPORT, PREPAY	3240	47.80	154,872.00
002	RS-HW-SVC-PE-S3	RUBRIK	SUPPORT FOR R6000S TIER 3 HARDWARE, PREPAY; PREMIU M SUPPORT	36	295.91	10,652.76
003	RHA-6412S-01	RUBRIK	R6412S APPLIANCE 144TB 96GB DUAL SFP+ SMC (taxable)	1	23,466.32	23,466.32
004	RS-UR-FE-MD-PE-PP	RUBRIK	ONE (1) MONTH OF RUBRIK FOUNDATION EDITION FOR M36 5 - PREMIUM SUPPORT PREPAY	13320	1.01	13,453.20
005	RS-UR-FE-MD-PE-PP	RUBRIK	ONE (1) MONTH OF RUBRIK FOUNDATION EDITION FOR M36 5 - PREMIUM SUPPORT PREPAY	10080	1.34	13,507.20
Totals						215,951.48

Shipping:
Packing:

Sub Total (USD):	**215,951.48**
Est. Tax (USD):	**2,053.31**
Freight (USD):	**0.00**
Total (USD):	**218,004.79**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance	Bill To	Ship To
Signature: _____ Name: _____ Title: _____ Date: _____ Customer PO #: _____	City of Redlands	City of Redlands UNITED STATES

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*NGDC P2 4.1.1.6

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Management Services-DoIT Department requests the purchase of the following item(s) from:

Original Contracting Entity: Utah NASPO Value Point Master Agreement Number AR2472
California Participating Addendum Number 7-17-70-40-05
Contract Term: 10/14/2016 - 09/15/2026
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

Please attach: vendor agreement to sale to the City AND Entity agreement/contract language allowing Piggyback

Description of Product/Service intend to acquire	Unit Price	Total
ECurity Cloud - Government Foundation Edition		$ 154,872.00
Support for R6000 Tier 3 Hardware		$ 10,652.76
R6412S Appliance 144TB 96GB Dual SFP-SMC (taxable)		$ 23,466.32
One Month of Rubrik Foundation Edition for M365		$ 26,960.40
Tax	$ 2,053.31	
	Grand Total	$ 218,004.79

Vendor:	ePlus
Contact:	Kristin Sparhawk
Address 1:	2355 Main Street
Address 2:	Suite 140
City/State/Zip:	Irvine, CA 92614
Telephone:	949-988-5468
Fax:	
Web/E-Mail:	KSPARHAWK@EPLUS.COM

Delivery/Service Location	
Contact:	Eric Owens
Telephone:	909 355-4798
Department:	Management Services
Address 1:	35 Cajon St Suite 30
Address 2:	Redlands CA 92373
Additional Comments	

Purchasing Agent Approval: _____ Date: _____

City Manager Approval: _____ Date: _____

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation		
Name		
1860 Michael Faraday Drive, Suite 100		
Address		
Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

for Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Solicitation;
(4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s’ software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to:

a. Any use of the Services provided hereunder not contemplated in the product documentation.
b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

Purchase Order) or (ii) two million dollars ($2,000,000), whichever is greater.
ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage	**Crime Insurance** Minimum Insurance Coverage
Low	$2,000,000	$2,000,000

Moderate	$5,000,000	$5,000,000
High	$10,000,000	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. **Termination and Suspension of Service**:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- • 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

    a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

    b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

   c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   b. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
Saas	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
IaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	FireEye, Google, QTS, Virtustream, VMware
PaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Google, QTS, Salesforce, SAP, ServiceNow, Virtustream

Carahsoft's solution providers each have different forms and procedures for providing solutions and services with varying levels of data management for each solution. Please see Carahsoft's Technical Response for additional information regarding risk data management of low, moderate, and high risk data.

Attachment C – Cost Schedule

Solicitation Number CH16012
NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service **Discount % 0-21.60**

Infrastructure as a Service **Discount % _0-10__**

Platform as a Services **Discount % _0-11__**

Value Added Services **Discount % _0-13__**

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate $ _250_____
Remote Hourly Rate $ _175_____

Professional Services

- **Deployment Services** — **Onsite Hourly Rate $ __350_____** / **Remote Hourly Rate $ _275_____**
- **Consulting/Advisory Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Architectural Design Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Statement of Work Services** — **Onsite Hourly Rate $ __250_____** / **Remote Hourly Rate $ _175_____**

Partner Services **Onsite Hourly Rate $ ___250_____**
Remote Hourly Rate $ __175_____

Training Deployment Services **Onsite Hourly Rate $ ___250_____**
Online Hourly Rate $ ___175_____

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 3

Cloud Solutions

Utah NASPO ValuePoint Master Agreement Number AR2472

Carahsoft Technology Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 7. PRICING** is revised to read as follows:

   A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number AR2472.

2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	**Contract Manager**
Name:	Mariah Edwards
Phone:	(818) 449-3729
Email:	Mariah.Edwards@carahsoft.com
Address:	Carahsoft Technology Corporation Mariah Edwards 11493 Sunset Hills Road, Suite 100 Resto, VA 20190

3) **Section 18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Carahsoft Technology Corporation
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2023.06.29 16:09:08 -07'00' 6/29/2023	Kristina Smith 06/22/2023
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Kristina Smith, Contracts Director
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	11493 Sunset Hills Rd, Suite 100, Reston, VA 20190
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 2

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is updated to read as follows:

   A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

      i. General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014.
      ii. Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019.
      iii. Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
      iv. Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.

2) **Section 5. AVAILABLE PRODUCTS AND SERVICES** is updated to read as follows:

   A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

      1) Software as a Service (SaaS)
      2) Infrastructure as a Service (IaaS)
      3) Platform as a Service (PaaS)

3) **Section 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)** is updated to read as follows:

   A. The following product/service offerings are disallowed for state agencies under this Participating Addendum:

      1) Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. Prior to issuing a purchase order, State agencies are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with Technology Letter 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

4) **Section 14. CONTRACT MANAGEMENT subpart A** is updated to read as follows:

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Alex Cord
Phone:	703-871-8500
E-Mail:	Alex.Cord@Carahsoft.com
Address:	11493 Sunset Hills Road, Suite 100 Reston, VA 20190

5) **Section 9 FULFILLMENT PARTNERS/AUTHORIZED RESELLERS** is updated to read as follows:

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Orders may be placed with the Contractor or Authorized Resellers.

2) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

3) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

4) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Carahsoft Technology Corp.	
Agency Name		*Contractor Name*	
	August 11, 2021	Kristina Smith	8/11/2021
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Stephanne Lim, MAU2 Supervisor		Kristina Smith - Director of Contracts	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		11493 Sunset Hills Road, Suite 100 Reston, VA 20190	
Address		*Address*	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
AMENDMENT NO. 1

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-05 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100 Tempe, AZ 85283

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Allied Network Solutions, Inc.
5718 Lonetree Blvd., Rocklin, CA 95765

Contact: Roger Schnorenberg
Phone: 916/774-2670 X101
E-mail: Rschnorenberg@ans-it.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Data Path Inc.
318 McHenry Ave., Modesto, CA 95354

Contact: Brian Jump
Phone: 209/312-9808
E-mail: BJump@mydatapath.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Eventus Solutions Group LLC
9777 Pyramiel Court, Suite 160, Englewood, CA 80112

Contact: Craig Tobin
Phone: 303/376-6161
E-mail: Craigtobin@eventusg.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o HF Tech Services, Inc.
5777 Madison Avenue, Suite 1060, Sacramento, CA 95841

Contact: Allan P. Hart
Phone: 916/690-5056
E-mail: allan@hftechservices.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Savant Solutions, Inc. which will do business in California as [Savant Solutions Group]
1931 H Street, Sacramento, CA 95811

Contact: Caleb Kwong
Phone: 916/836-8182
E-mail: Caleb@savantsolutions.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o SHI International, Corp.
290 Davidson Avenue, Somerset, NJ 08873

Contact: Nick Grappone
Phone: 732/564-8189
E-mail: Nick_Grappone@shi.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Solutions Simplfied
8880 Cal Center Drive, Suite 400, Sacramento, CA 95826

Contact: Rachel DaValle
Phone: 530/521-0576
E-mail: Rachel.Davalle@solutionssimplified.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: Bear.Williams@tabordasolutions.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o vCloud Tech Inc.
609 Deep Valley Drive, Suite 200, Rollling Hills Estates, CA 90274

Contact: Nadia Khan
Phone: 424/703-4135
E-mail: nadiakhan@vcloudtech.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS. When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:
State of California,
Department of General Services

By: _____

for Name: Angela Shell

Title: Deputy Director

Date: May 1, 2018

Contractor:
Carahsoft Technology Corp.

By: _____

Name: Robert R. Moore

Title: Vice President

Date: April 25, 2018

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05

Cloud Solutions

Utah NASPO ValuePoint Master Agreement No. AR2472

Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).

B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

1) **General Provisions – Information Technology (GSPD-401IT),** effective 9/5/2014. The twelve (12) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf. Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

2) **Cloud Computing Special Provisions for Software as a Service (SaaS),** effective 9/3/14. The five (5) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESSPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum Number 7-17-70-40-05
B. Utah NASPO ValuePoint Master Agreement Number AR2472
C. Utah Solicitation CH16012 including all Addendums
D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

A. The following service offerings are prohibited under this Participating Addendum:

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.

B. The Price Schedule shall include the following:

1) Service Category (SaaS) Description
2) List Price
3) Discount off List Price
4) Contract Price

C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.

D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:

1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Jack Dixon
Phone:	703-230-7545
Fax:	703-871-8505
E-Mail:	naspo@carahsoft.com
Address:	1860 Michael Faraday Drive, Ste 100 Reston, VA 20190

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	Yolanda Tutt
Phone:	916.375.4408
Fax:	916.375.4663
E-Mail:	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	CONTRACTOR
Department of General Services	Carahsoft Technology Corp.
Agency Name	*Contractor Name*
Rhonda Smith 9/15/2017	August 9, 2017
Signature of Authorized Signer *Date Signed*	*Signature of Authorized Signer* *Date Signed*
Ricardo Martinez, Acting Deputy Director	Ellen Lord, Contracts Manager
Printed Name and Title of Authorized Signer	*Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Address	*Address*

City Council Meeting **H. 10.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8613 to authorize a one-year Extension of Time to the expiration date of Conditional Use Permit No. 1136 with associated entitlements to construct a church facility and school that includes nine buildings totaling 102,574 square-feet of floor area and related site improvements on 19.46 gross acres of vacant land. The project site is located on the north side of Lugonia Avenue, and approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000) (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8613 to approve a one-year extension of time for Conditional Use Permit No. 1136 and associated entitlements.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8613 to approve a one-year Extension of Time for Conditional Use Permit No. 1136 and Lot Line Adjustment No. 659 for the construction of a proposed religious facility, elementary school, and related site improvements located on the north side of Lugonia Avenue, approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000).

DISCUSSION:

The approved project includes the construction of a new church and school facility with nine buildings totaling approximately 102,547 square-feet and related site improvements: an administration/preschool building, sanctuary building, parish hall, five classroom buildings (preschool through 8th grades), maintenance building, parking lots, and recreation and athletic facilities (basketball courts, playing fields, etc.). The entitlement also includes Lot Line Adjustment No. 659 to merge two parcels into one single 19.46-acre parcel for development purposes. The project site is located within the Residential Estate (R-E) District. See Attachment A (Location Map), Attachment B (Project Plans), and Attachment C (Planning Commission Staff Report).

The Redlands Planning Commission approved Conditional Use Permit No. 1136 and Lot Line Adjustment No. 659 on October 5, 2022, and the Conditions of Approval were included in Resolution No. 1590 (Attachment D). The approval of the subject entitlements will expire on October 5, 2024, unless a grading or building permit has been issued to commence construction of the project, or an extension of time is granted. The applicant currently has two building permits under review in Plan Check, but permits are not expected to be issued and construction is not expected to begin prior to October 5, 2024.

Approval of the time extension will make the new expiration date for this project October 5, 2025. No changes to the project are proposed, and the original Conditions of Approval remain applicable for the project. The applicant has indicated the approval of a one-year time extension will provide additional time to continue processing the building and grading plans currently in the plan check process.

In accordance with RMC Section 18.192.090, the City Council may grant a one-year extension of time, and not to exceed a total number of three (3) extensions. This is the applicant’s first request for a time extension.

ALTERNATIVES:

The City Council may deny the request, which would result in the expiration of Conditional Use Permit No. 1136 and associated entitlements. This would require the applicant to resubmit an entirely new development application.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jazmin Serrato, Assistant Planner

Fiscal Impact

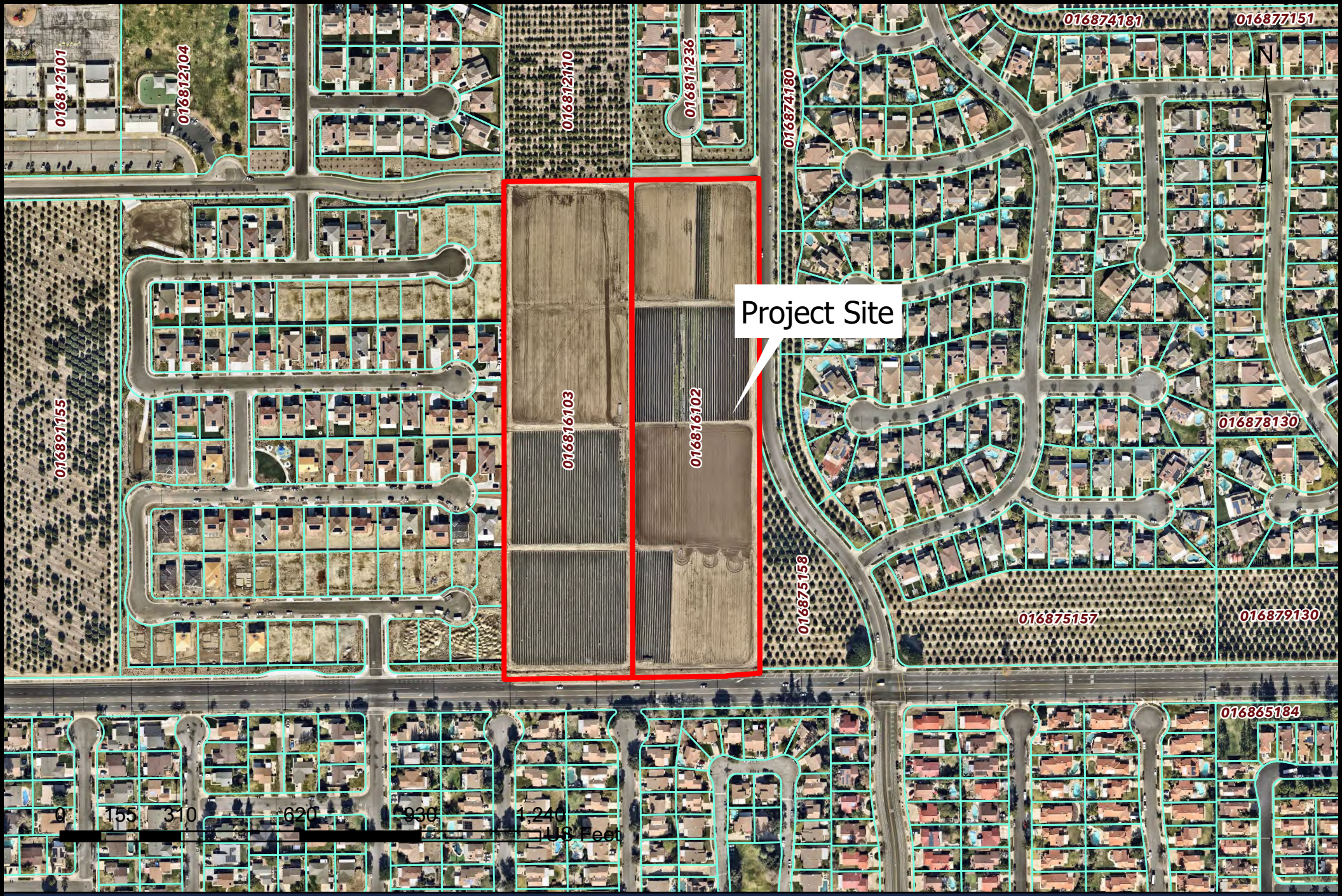
Fiscal Year:	23-24
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

No fiscal impact. The applicant paid the applicable application filing fee.

Attachments

Attachment A - Location Map
Attachment B - Project Plans
Attachment C - Planning Commission Staff Report
Attachment D - Resolution No. 1590
Attachment E - Resolution No. 8613 (Time Extension)



City of Redlands

Attachment A - Location Map

Conditional Use Permit No. 1136 Time Extension 1

Legend

- Parcels
- Subject Parcels

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THE HOLY NAME of JESUS CATHOLIC CHURCH

East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Project Title

SITE DATA:

PROPERTY AREA:
LOT COVERAGE:
847,751 SQ. FT. - GROSS (19.46 ACRES)
813,161 SQ. FT. - NET (18.67 ACRES)

BUILDING AREA : 102,547 SQ. FT.

FLOOR TO AREA RATIO (FAR): SEE SHEET AS-102

PARKING DATA:
SEE SHEET AS-102

APN:
0168-161-03
0168-161-02
NOTE: SEE SHEET AS-102 & C-1 FOR ADDITIONAL INFORMATION.

CODE DATA:

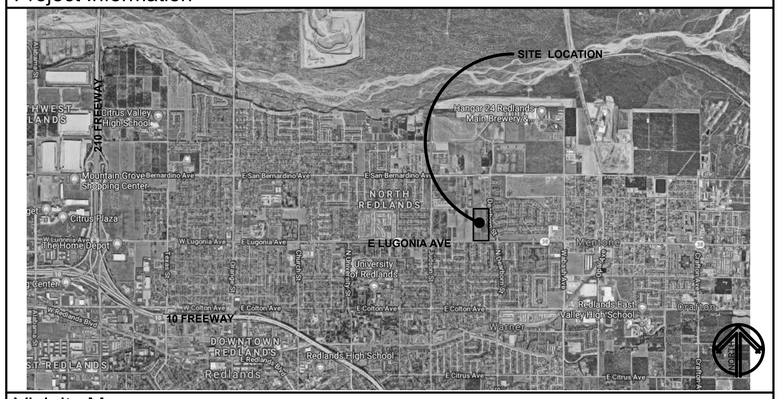
THE PROJECT'S CONSTRUCTION WILL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FOLLOWING CODES /REGULATIONS:

- 2019 CALIFORNIA BUILDING CODE, VOLUMES 1 AND 2
- 2019 CALIFORNIA PLUMBING CODE
- 2019CALIFORNIA MECHANICAL CODE
- 2019 CALIFORNIA ELECTRICAL CODE
- 2019 CALIFORNIA ENERGY CODE
- 2019 CALIFORNIA GREEN BUILDING CODE
- 2019 CALIFORNIA FIRE CODE
- 2019 CALIFORNIA REFERENCED STANDARDS CODE
- REDLANDS MUNICIPAL CODE

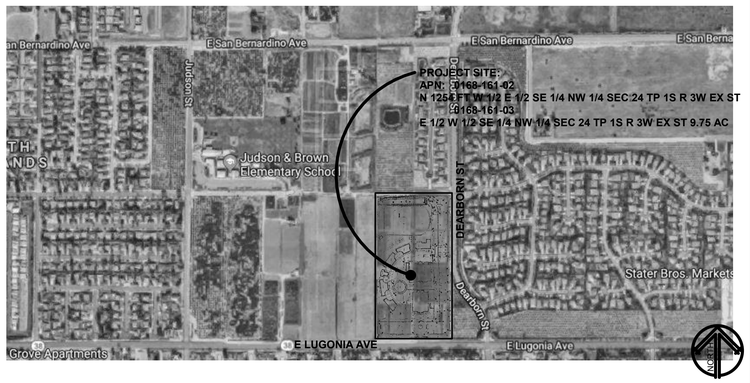
DEFERRED SUBMITTALS:

1. SIGNAGE TO BE BY SEPARATE PERMIT.

Project Information



Vicinity Map



Location Map

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AS-104	PHASING PLAN
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A-112	BLDG 1 SANCTUARY ELEVATIONS
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Directory

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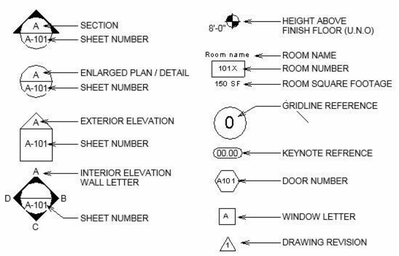
City Standard Notes

NOT USED

Abbreviations

--A--		**--H--**	
AB	anchor bolt	HB	hose bibb
ABV	above	HC	hollow core
AC	asphaltic concrete	HD	heavy duty
A/C	air conditioning	HDR	header
ADD	addendum	HDW	hardware
AGG	aggregate	HGT	height
ALT	alternate	HM	hollow metal
ALUM	aluminum	HOR	horizontal
APROX	approximate	HTG	heating
ARCH	architect(ural)	HVAC	heating / ventilating air conditioning
AUTO	automatic	HWD	hardwood
--B--		**--I--**	
BD	board	ID	inside diameter
BEL	below	INCL	include(ing)
BET	between	INSUL	insulate(ion)
BIT	bituminous	INT	interior
BLDG	building	INV	invert
BLK	block	JST	joist
BLKG	blocking	JT	joint
BM	bench mark	KIT	kitchen
BOT	bottom	KO	knockout
BRG	bearing		
BRZ	bronze	**--L--**	
BUR	built up roofing	LAB	laboratory
BW	both ways	LAM	laminate(d)
		LAV	lavatory
--C--		LBL	label
CAB	cabinet	LH	left hand
CAD	cadmium	LL	live load
CB	catch basin	LT	light
CEM	cement	LTL	lintel
CER	ceramic	LW	lightweight
CFT	cubic foot		
CI	cast iron	**--M--**	
CIR	circle	MAS	masonry
CIRC	circumference	MAX	maximum
CLG	ceiling	MB	machine bolt
CLL	contract limit line	MBR	member
CLR	clear(ance)	MC	medicine cabinet
CLS	closure	MECH	mechanic
CM	centimeter	MED	medium
CMU	concrete masonry unit	MET	metal
COL	column	MFR	manufacture(er)
COMB	combination	MH	manhole
COMP	composition	MIN	minimum
CONC	concrete	MIR	mirror
CONT	continuous/ continue	MISC	miscellaneous
CONTR	contract(or)	MLD	molding, moulding
CONST	construction	MM	millimeter
CORR	corrugated	MT	mount(ed, ing)
CPR	copper	MTL	material(s)
CPT	carpet(ed)		
CYD	cubic yard	**--N--**	
		N	north
--D--		NAT	natural
DEMO	demolish, demolition	NIC	not in contract
DH	double hung	NOM	nominal
DIAG	diagonal	NTS	not to scale
DIAM	diameter		
DIM	dimension	**--O--**	
DIV	division	OA	overall
DR	door	OBSC	obscure
DS	downspout	OC	on center
DTL	detail	OD	outside diameter
DWG	drawing	OH	ovehead
DWR	drawer	OPG	opening
		OPP	opposite
--E--			
E	east	**--P--**	
EF	each face	PAR	parallel
ELEV	elevation	PB	panic bar
ELEC	electric(al)	PCC	precast concrete
EMER	emergency	PCF	pounds per cubic foot
ENC	enclosure	PED	pedestal
EP	electrical panelboard	PERF	perforate(d)
EQ	equal	PRE.FAB.	prefabricate(d)
EQUIP	equipment	PFL	pounds per linear foot
EST	estimate	PIP	poured in place
EWC	electric water cooler	PL	property line
EXIST	existing	PLT	plate
EXHST	exhaust	PLAS	plaster
EXP	exposed	PLYWD	plywood
EXT	exterior	PNL	panel
		PNT	paint(ed)
--F--		PSF	pounds per square foot
FA	fire alarm	PSI	pounds per square inch
FD	floor drain	PT	point
FE	fire extinguisher	PVC	polyvinyl chloride
FFE	finished floor elevation		
FFL	finished floor line	**--R--**	
FIN	finish(ed)	RA	return air
FLR	floor(ing)	RAD	radius
FLUOR	fluorescent	RCP	reinforced concrete pipe
FND	foundation	RD	roof drain
FTG	footing	REFR	refrigerator
		REG	register
--G--		REM	remove
GA	gage, gauge	RET	return
GI	galvanized iron	RFG	roofing
GL	glass, glazing	RH	right hand
GP	galvanized pipe	RM	room
GYP.BD.	gypsum board	RO	rough opening
GRD	grade, grading	ROW	right of way
GSS	galvanized steel		
GV	galvanized	**--S--**	
		S	south
		SC	solid core
		SCH	schedule
		SD	storm drain
		SEC	section
		SH	shelf, shelving
		SHT	sheet
		SIM	similar
		SPEC	specification(s)
		SPK	speaker
		SQ	square
		SS	stainless steel
		ST	steel
		STA	station
		STD	standard
		STO	storage
		STR	structural
		SUS	suspended
		SYM	symmetry(ical)
		SYS	system
		--T--	
		TEL	telephone
		T&G	tongue & groove
		THK	thick(ness)
		TV	television
		TYP	typical
		--U--	
		UNO	unless noted otherwise
		UR	urinal
		--V--	
		VERT	vertical
		VIN	vinyl
		--W--	
		W	west
		W/	with
		W/O	without
		WC	water closet
		WD	wood
		WH	water heater
		WI	wrought iron
		WIN	window
		WPT	working point
		WR	water repellant
		WWF	welded wire fabric

Symbols



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GARY W. MILLER
No. C14635
REN. 9-30-19
STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	MAC
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

GENERAL INFORMATION

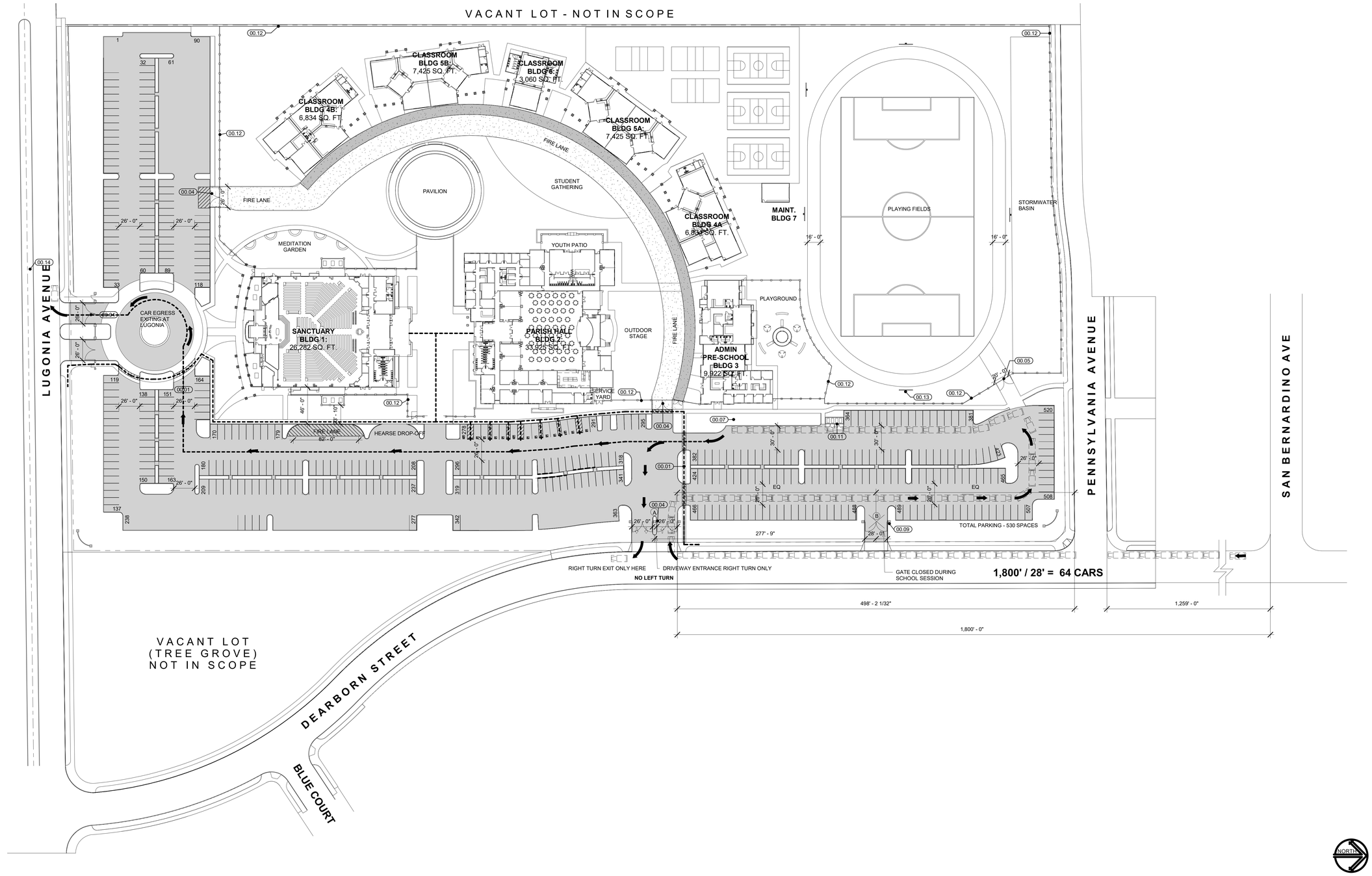
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Redlands Regular meeting of 07-16-24

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SITE PLAN

SCALE 1" = 50'-0" | 1

TRAFFIC FLOW

VEHICLE QUEUING / STACKING - STUDENT PICKUP & DROP OFF

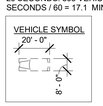
PARENTS OR GUARDIANS ARRIVING IN VEHICLE TO DROP-OFF OR PICKUP STUDENT(S) WILL ENTER DRIVE ENTRY AT SOUTH DEARBORN STREET MAKING A LEFTHAND TURN AND PROCEED THROUGH DRIVE AISLE AS SHOWN ON SITE PLAN. VEHICLE WILL PULL UP TO THE FRONT OF THE DROP-OFF / PICKUP LOADING ZONE OR STACK BEHIND OTHER ARRIVED VEHICLES.

VEHICLE WILL DEPART THE DROP-OFF /PICKUP LOADING ZONE, AND HEAD TO DRIVE ENTRY A TO EXIT SITE EITHER AT RIGHT ONLY LUGONIA OR MAKE EITHER A RIGHTHAND OR LEFTHAND TURN TO GET BACK ON DEARBORN STREET.

TOTAL CARS IN QUE ASSUMING SCHOOL AT FULL CAPACITY 20 STUDENTS/CLASSROOM X 23 CLASSROOMS = 460 STUDENTS. ASSUME 33% OF STUDENTS HAVE SIBLING OR CARPOOL AND ZERO ABSENCES = 460 X . 67 = 308 VEHICLES.

6 CARS CAN DROP A STUDENT OFF AT ONCE. EACH DROP REQUIRES 20 SECONDS. 308 VEHICLES / 6 = 51.3 DROPS X 20 SECONDS = 1,026 SECONDS / 60 = 17.1 MIN DROP OFF PER VEHICLE

VEHICLE SYMBOL



VEHICLE QUEUING WILL START ONCE CLASSROOM BUILDINGS ARE COMPLETED IN PHASE II AND QUEUING WILL BE AT ITS MAXIMUM WHEN CLASSROOMS IN PHASE IV ARE COMPLETED AND OCCUPIED TO HOUSE STUDENTS DURING THE SCHOOL YEAR.

PARENTS OR GUARDIANS ARRIVING IN VEHICLE TO DROP-OFF OR PICKUP STUDENT(S) WILL ENTER DRIVE ENTRY A FROM DEARBORN STREET AND PROCEED THROUGH DRIVE AISLE AS SHOWN ON SITE PLAN. VEHICLE WILL PULL UP TO THE FRONT OF THE DROP-OFF/PICKUP LOADING ZONE OR STACK BEHIND OTHER ARRIVED VEHICLES.

VEHICLE WILL DEPART THE DROP-OFF/PICKUP LOADING ZONE, AND HEAD TO MAIN ENTRY DRIVEWAY AT LUGONIA AVENUE TO EXIT SITE MAKING A RIGHTHAND TURN. DRIVEWAY B WILL BE CLOSED DURING DROP-OFF AND PICKUP TIMES.

A TOTAL OF 2,494 LINEAL FEET OF QUEUING LENGTH IS SHOWN COMPLYING WITH THE CITY OF REDLANDS ENGINEERING DEPARTMENT REQUIREMENT OF 1,200 LINEAL FEET MINIMUM:

A. ON-SITE QUEUING LENGTH IS APPROXIMATELY 694 LINEAL FEET (ABOUT 35 VEHICLES AT 20' ON CENTER)

B. OFF-SITE QUEUING LENGTH IS APPROXIMATELY 1,800 LINEAL FEET(ABOUT 64 VEHICLES AT 28' ON CENTER)

TOTAL VEHICLES = 99 VEHICLES

PARKING DATA

PARKING REQUIRED PER MUNICIPAL CODE:

BUILDING 1- SANCTUARY
SEATING CAPACITY: 1,454

RMC: 18.164.240, PARAGRAPH F. MISCELLANEOUS:
CHURCH - 1 SPACE / 3 FIXED SEATS

1,454 / 3 = 484.6 = 485 PARKING STALLS REQUIRED

BUILDING 2- PARISH HALL
SEATING CAPACITY: 371

RMC:18.164.240, PARAGRAPH F. MISCELLANEOUS:
ASSEMBLY AREA - 1 SPACE/ 40 SQUARE FEET OF ASSEMBLY AREA
7,813 / 40 = 195.3 = 195 PARKING STALLS REQUIRED

520 > 485

520 > 195

SCHOOL PORTION
NUMBER OF CLASSROOMS: 27

RMC.18.164.240, PARAGRAPH D. EDUCATIONAL SERVICES:
ELEMENTARY SCHOOL - 5 SPACES + 1 PER EACH CLASSROOM

5 + 27(1) = 32 PARKING STALLS REQUIRED

PARKING STALLS TOTAL:

9X19 STALL	507
ADA ACCESSIBLE STALL	10
ADA VAN ACCESSIBLE STALL	3
TOTAL	520

SITE DATA

TOTAL PARCEL COVERAGE:

BUILDINGS	102,547 S.F.	(12.16%)
PERVIOUS	386,470 S.F.	(47.53%)
IMPERVIOUS	306,974 S.F.	(37.75%)

INCLUDED IN IMPERVIOUS:
COVERED WALKWAYS 17,170 S.F.(2.11%)

FLOOR TO AREA RATIO:

LOT AREA-	847,751 S.F.	
BUILDING AREA-	102,547 S.F.	
FAR- 102,547 / 847,751 =	0.1209	

SITE PLAN LEGEND

--------- ACCESSIBLE PATH OF TRAVEL (NOT TO EXCEED 2% CROSS SLOPE OR 5% IN THE DIRECTION OF TRAVEL).

KEYNOTES

Key No.	Keynote Text
00.01	Accessible Path of Travel
00.04	Automatic gate with opticom eye in both directions and knox key switch over-ride. Gate must meet requirements of UL325 and ASTM F2200.
00.05	Ambulance and Rescue access. Gate with knox padlock for fire access.
00.07	Student drop-off area
00.09	Gate with knox padlock for fire access
00.11	Trash Enclosure
00.12	6' Wrought Iron Fence
00.13	30'-0" High Light Pole.
00.14	SEE SHEETS C-1 AND C-2 FOR STREET MEDIAN INFORMATION.

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LICENSED ARCHITECT GARY W. MILLER No. C14635 REN. 9-30-21 STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

SITE PLAN / TRAFFIC STACKING

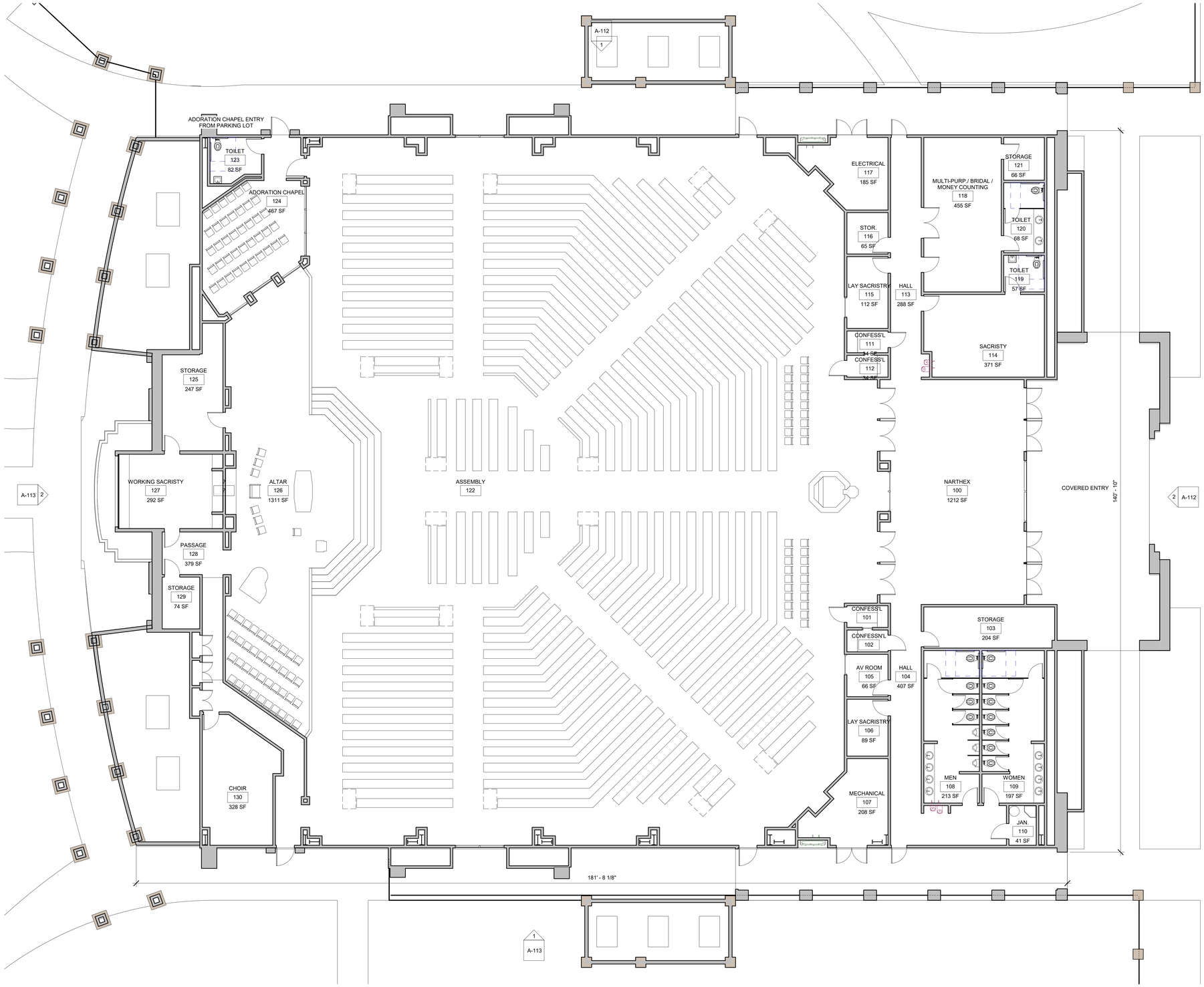
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0' 4' 8' 16' 32'

SCALE: 1/8" = 1'-0"

NORTH

SANCTUARY FLOOR PLAN | SCALE 1/8" = 1'-0" | 1

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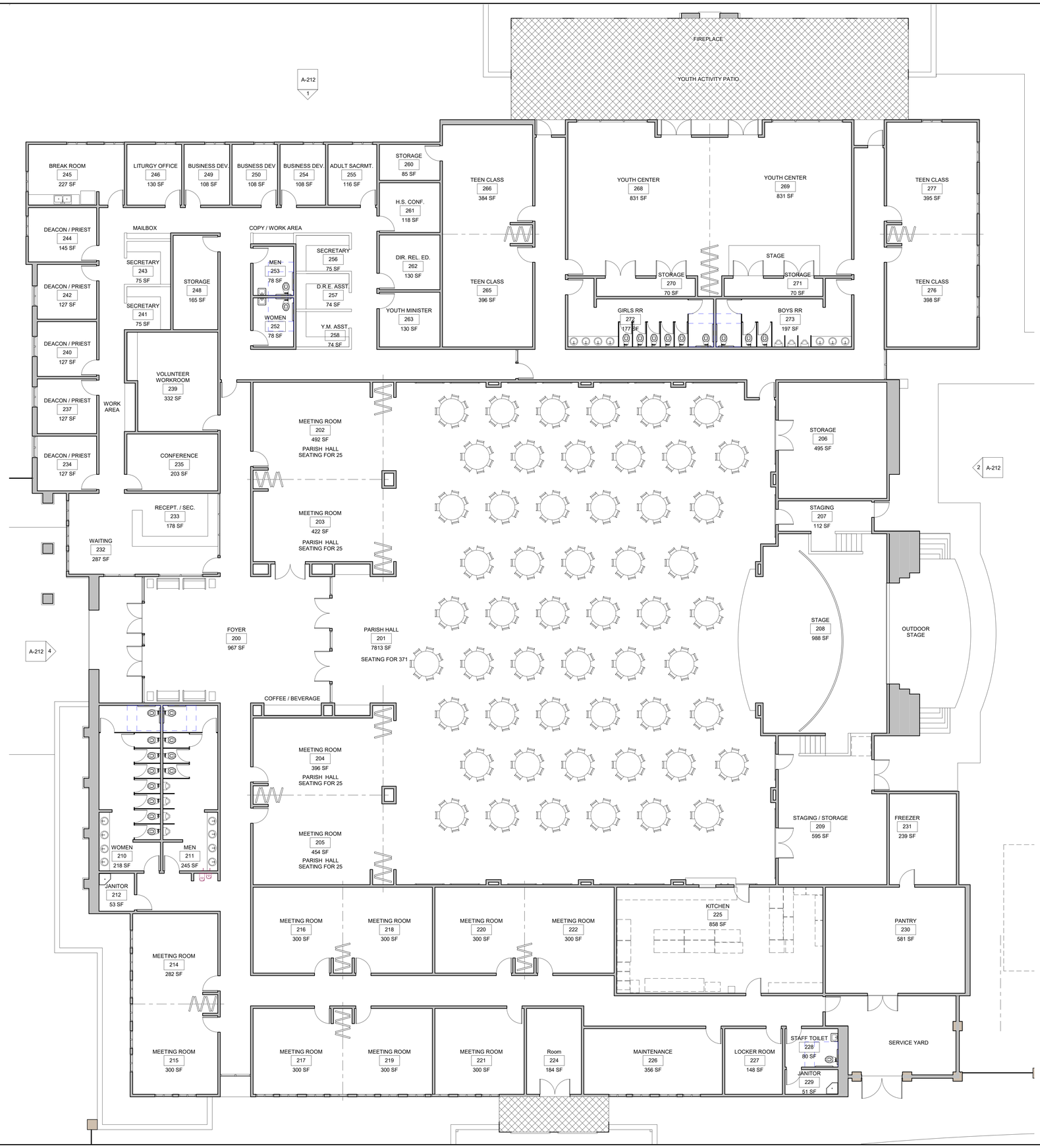
BLDG 1
SANCTUARY
FLOOR PLAN

sheet number

A-110

Sheet Of Sheets

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0' 4' 8' 16' 32'

SCALE: 1/8" = 1'-0"

NORTH

PARISH HALL FLOOR PLAN | SCALE 1/8" = 1'-0" | 1

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LICENSED ARCHITECT
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sheet name

BLDG 2 PARISH HALL FLOOR PLAN

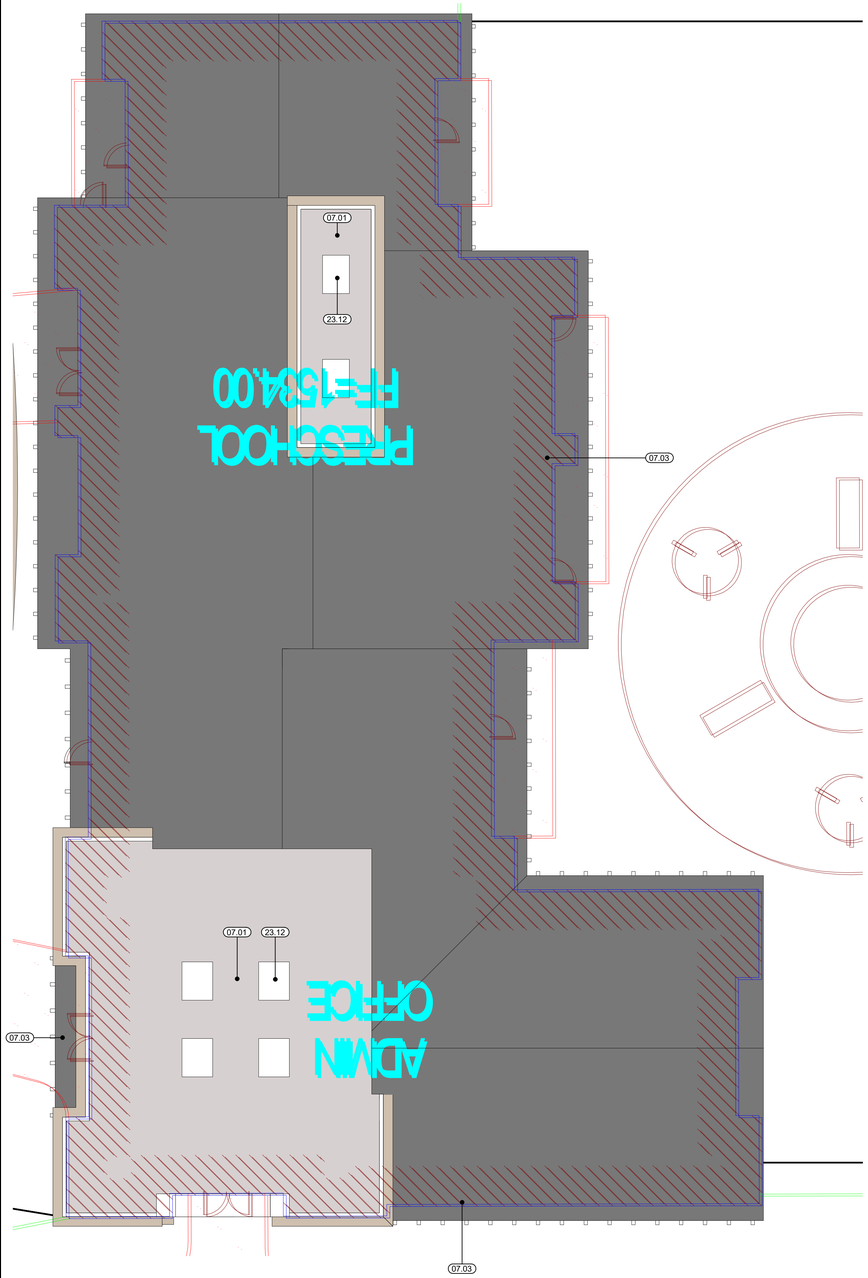
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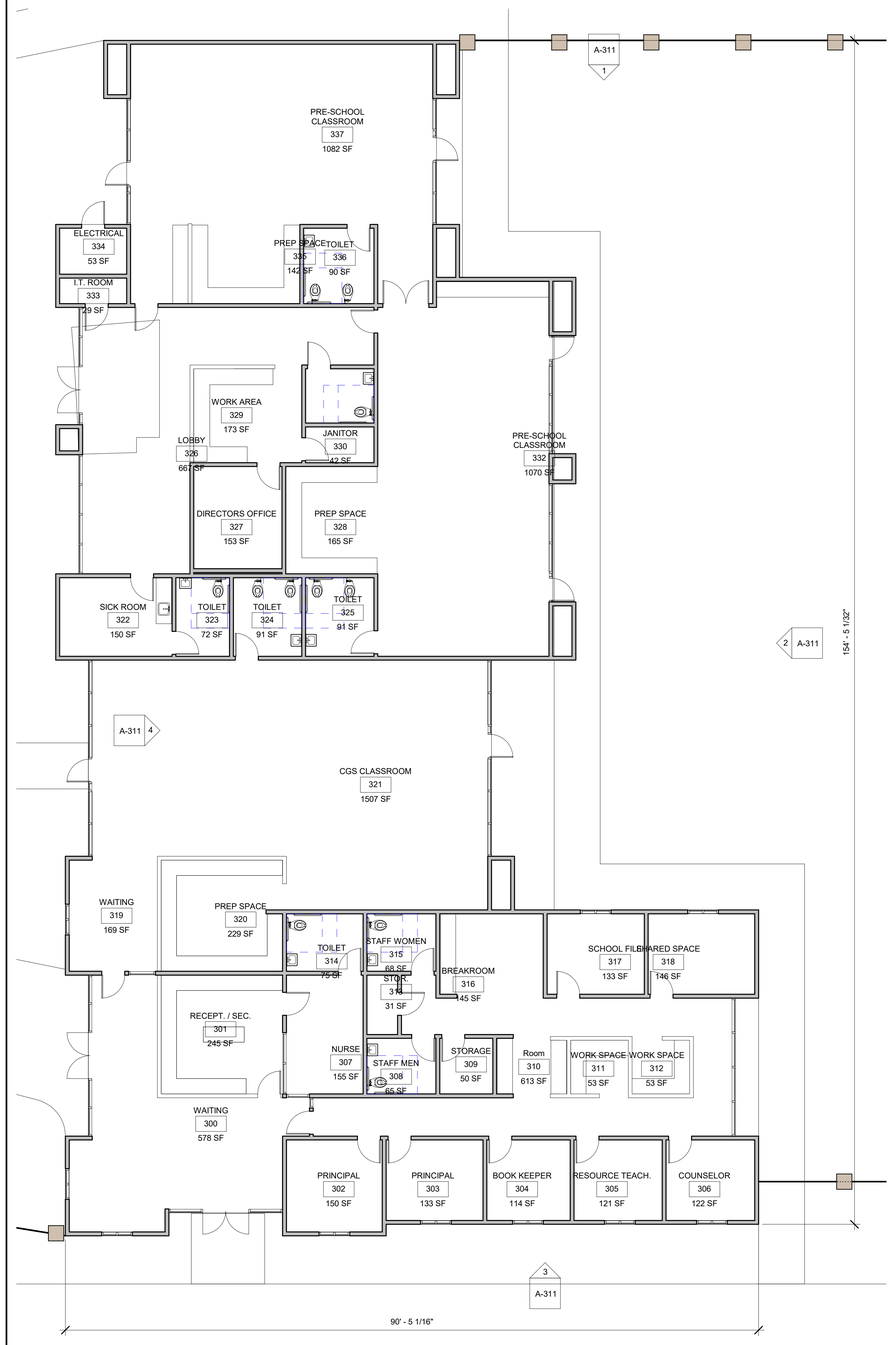
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Level 5 BLDG 3 ROOF PLAN | SCALE 1/8" = 1'-0" | 2



ADMIN / PRE-SCHOOL | SCALE 1/8" = 1'-0" | 1

KEYNOTES

Key No.	Keynote Text
07.01	Membrane Roofing
07.03	S Tile Roofing w/ Terra Cotta Blend
23.12	HVAC Equipment at Roof Level Screened

0' 4' 8' 16' 32'
SCALE: 1/8" = 1'-0"
NORTH

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LICENSED ARCHITECT
GARY W. MILLER
No. C14635
REN. 9-30-19
STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 3
ADMINISTRATION
PRE-SCHOOL
FLOOR PLAN

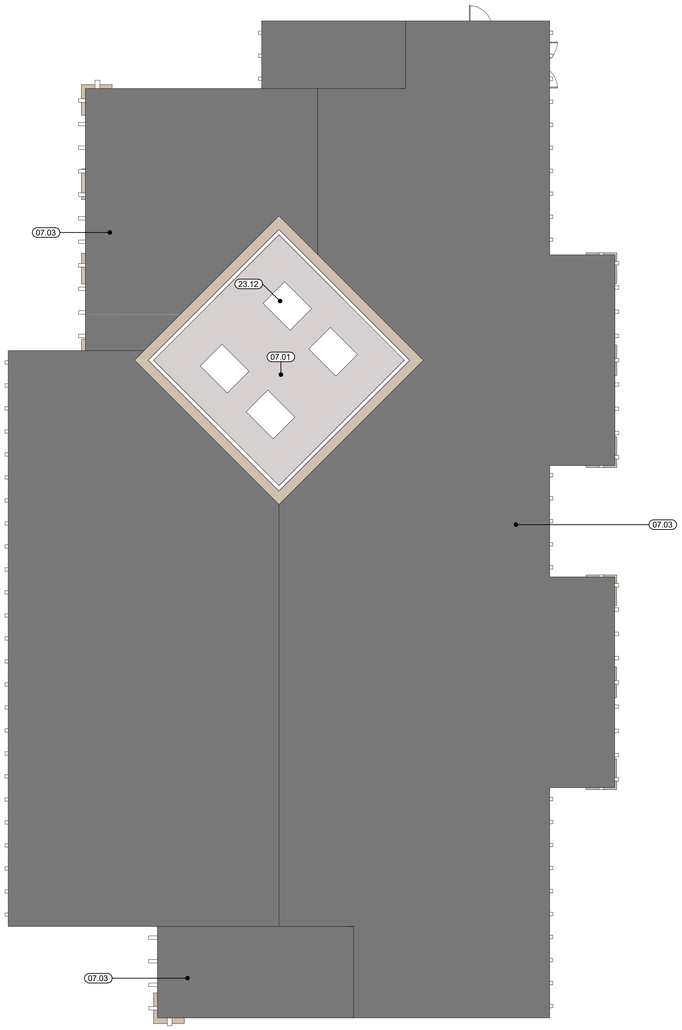
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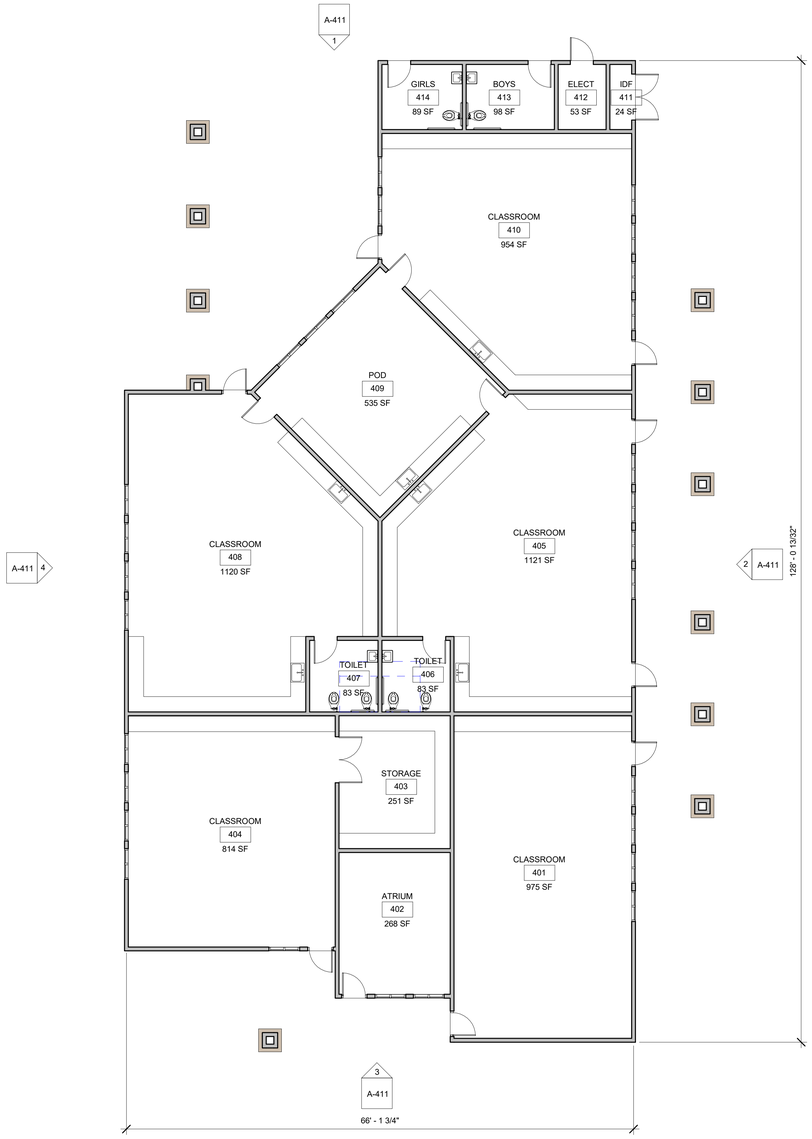
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Level 5 BLDG 4 ROOF PLAN | SCALE 1/8" = 1'-0" | 2



SITE PLAN | SCALE 1/8" = 1'-0" | 1

KEYNOTES

Key No.	Keynote Text
07.01	Membrane Roofing
07.03	S Tile Roofing w/ Terra Cotta Blend
23.12	HVAC Equipment at Roof Level Screened

0' 4' 8' 16' 32'
SCALE: 1/8" = 1'-0"

NORTH

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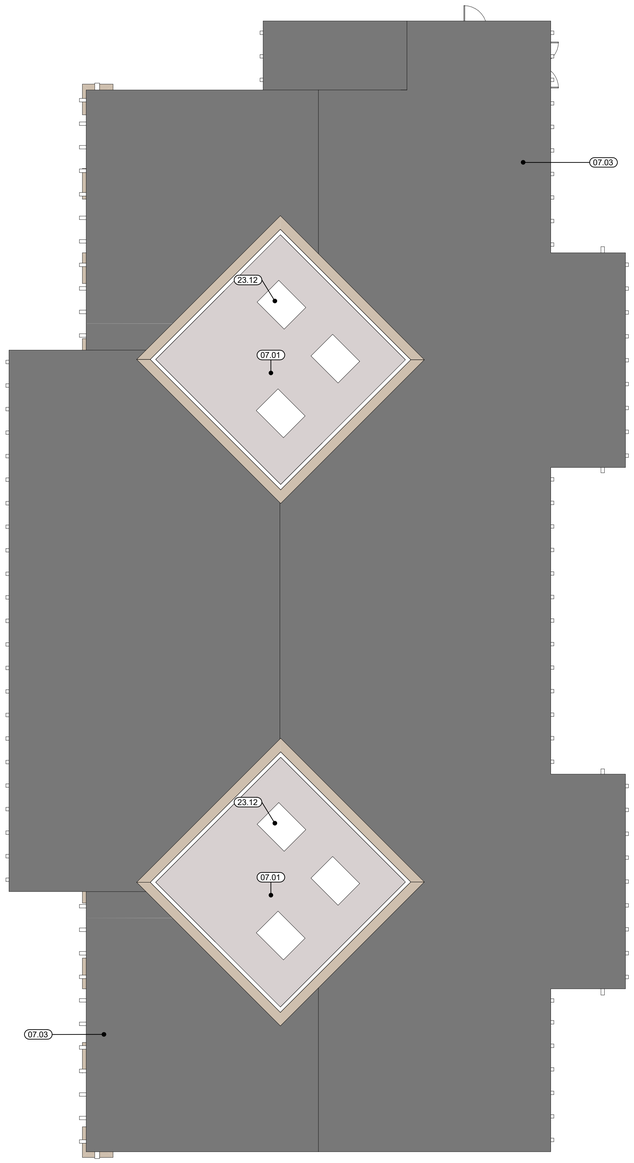
BLDG 4
CLASSROOM
FLOOR PLAN
ROOF PLAN

sheet number

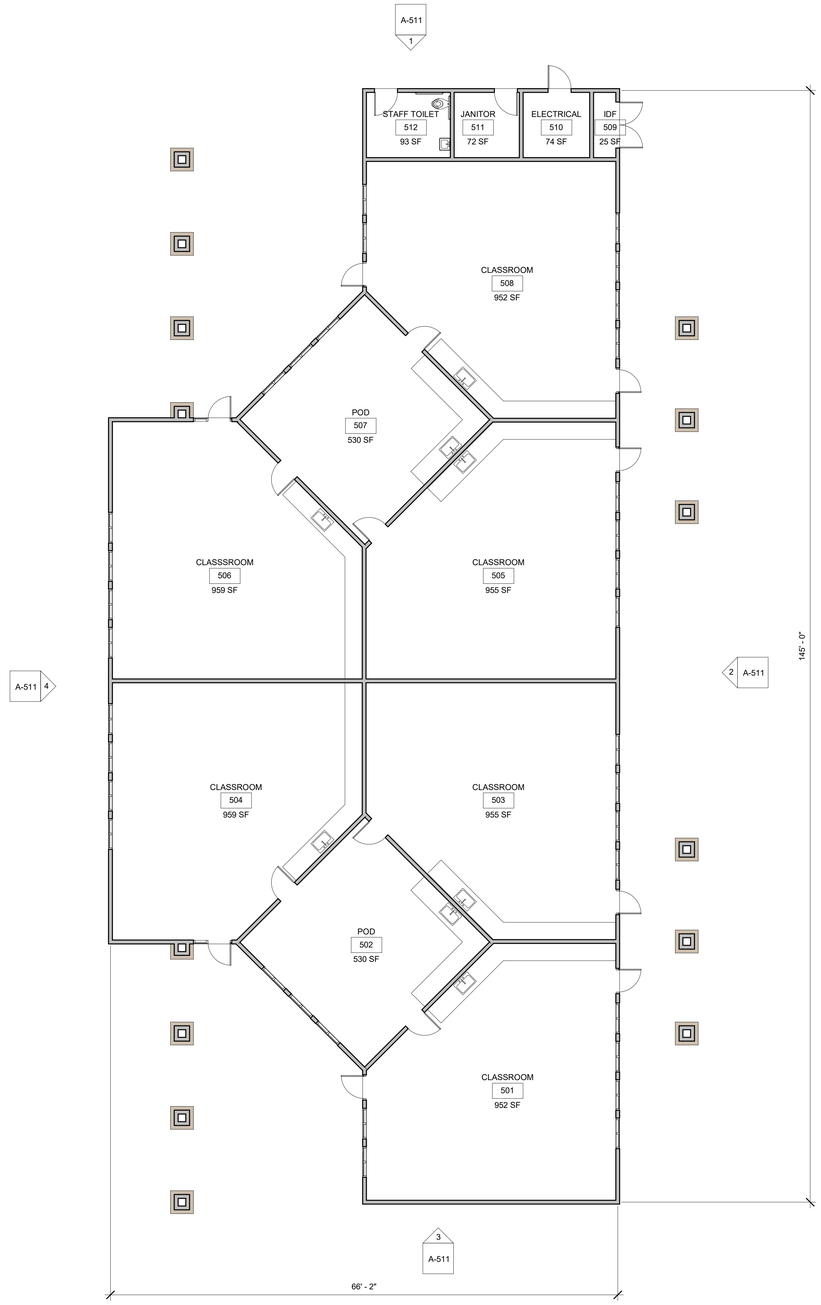
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Level 5 BLDG 5 ROOF PLAN | SCALE 1/8" = 1'-0" | 2



SITE PLAN | SCALE 1/8" = 1'-0" | 1

KEYNOTES

Key No.	Keynote Text
07.01	Membrane Roofing
07.03	S Tile Roofing w/ Terra Cotta Blend
23.12	HVAC Equipment at Roof Level Screened

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sheet name

BLDG 5
CLASSROOM
FLOOR PLAN
ROOF PLAN

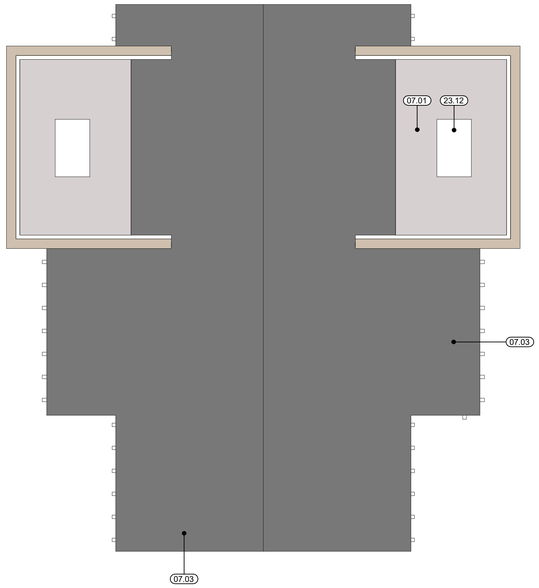
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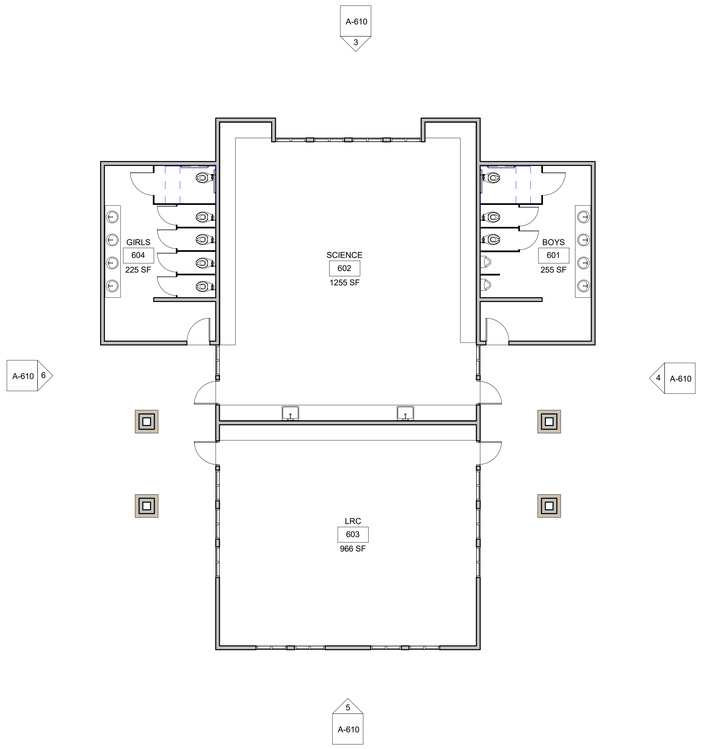
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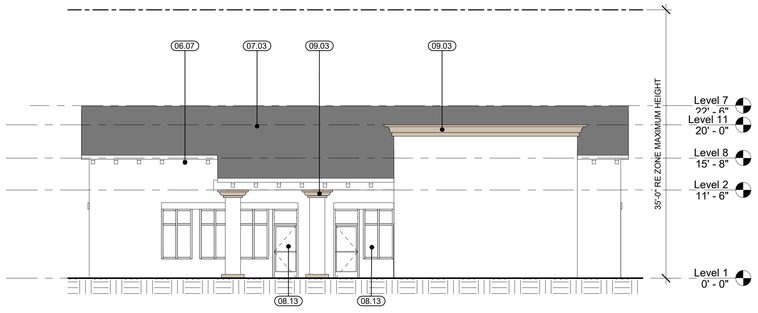
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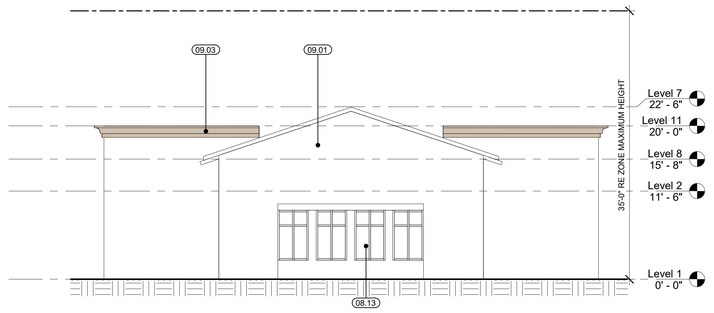
Level 5 BLDG 6 ROOF PLAN | SCALE 1/8" = 1'-0" | 2



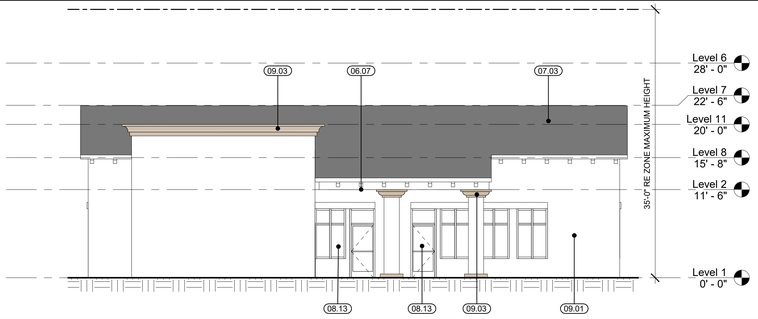
Level 1 BLDG 6 CLASSROOM | SCALE 1/8" = 1'-0" | 1



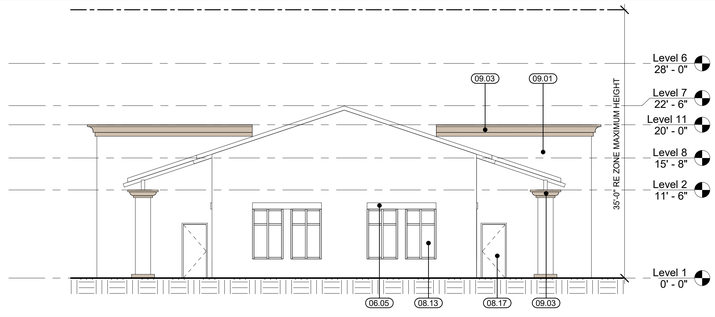
BLDG 6 NORTH ELEVATION | SCALE 1/8" = 1'-0" | 4



BLDG 6 WEST ELEVATION | SCALE 1/8" = 1'-0" | 3



BLDG 6 SOUTH ELEVATION | SCALE 1/8" = 1'-0" | 6



BLDG 6 EAST ELEVATION | SCALE 1/8" = 1'-0" | 5

KEYNOTES

Key No.	Keynote Text
06.05	Wood Header w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.01	Membrane Roofing
07.03	S Tile Roofing w/ Terra Cotta Blend
08.13	Aluminum Storefront w/ Kawneer:Standard Medium Bronze Anodized Metal 350
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color
23.12	HVAC Equipment at Roof Level Screened

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LICENSED ARCHITECT
GARY W. MILLER
No. C14635
REN. 9-30-19
STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

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THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	MAC
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

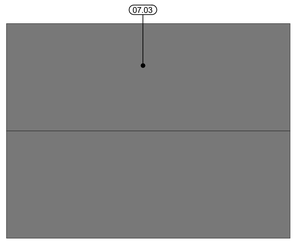
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CLASSROOM

sheet number

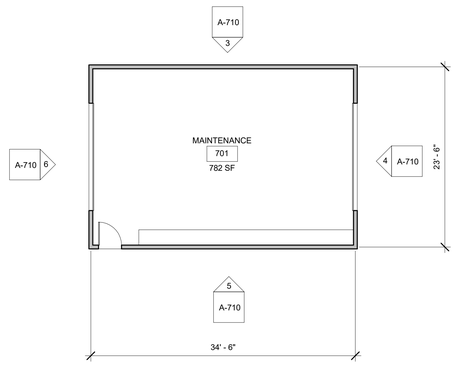
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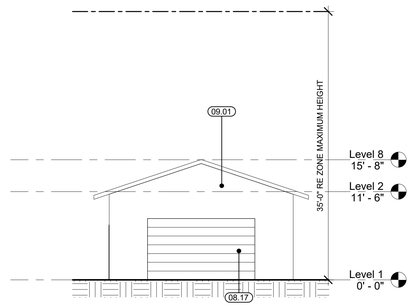
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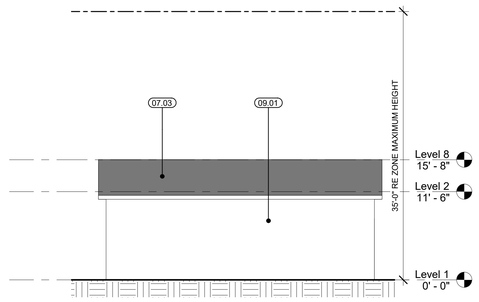
BLDG 7 ROOF PLAN | SCALE 1/8" = 1'-0" | 2



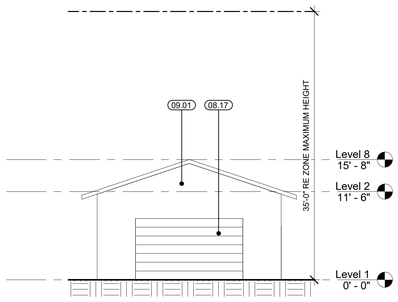
BLDG 7 FLOOR PLAN | SCALE 1/8" = 1'-0" | 1



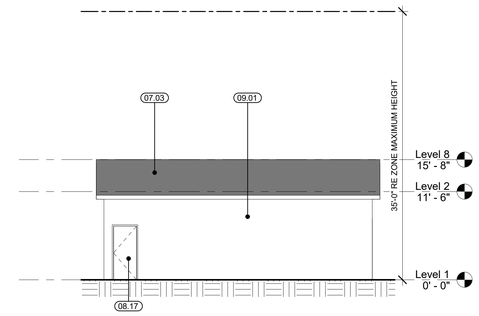
BLDG 7 NORTH ELEVATION | SCALE 1/8" = 1'-0" | 4



BLDG 7 WEST ELEVATION | SCALE 1/8" = 1'-0" | 3



BLDG 7 SOUTH ELEVATION | SCALE 1/8" = 1'-0" | 6



BLDG 7 EAST ELEVATION | SCALE 1/8" = 1'-0" | 5



KEYNOTES

Key No.	Keynote Text
07.03	S Tile Roofing w/ Terra Cotta Blend
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish

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revisions/addenda

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THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 7
MAINTENANCE

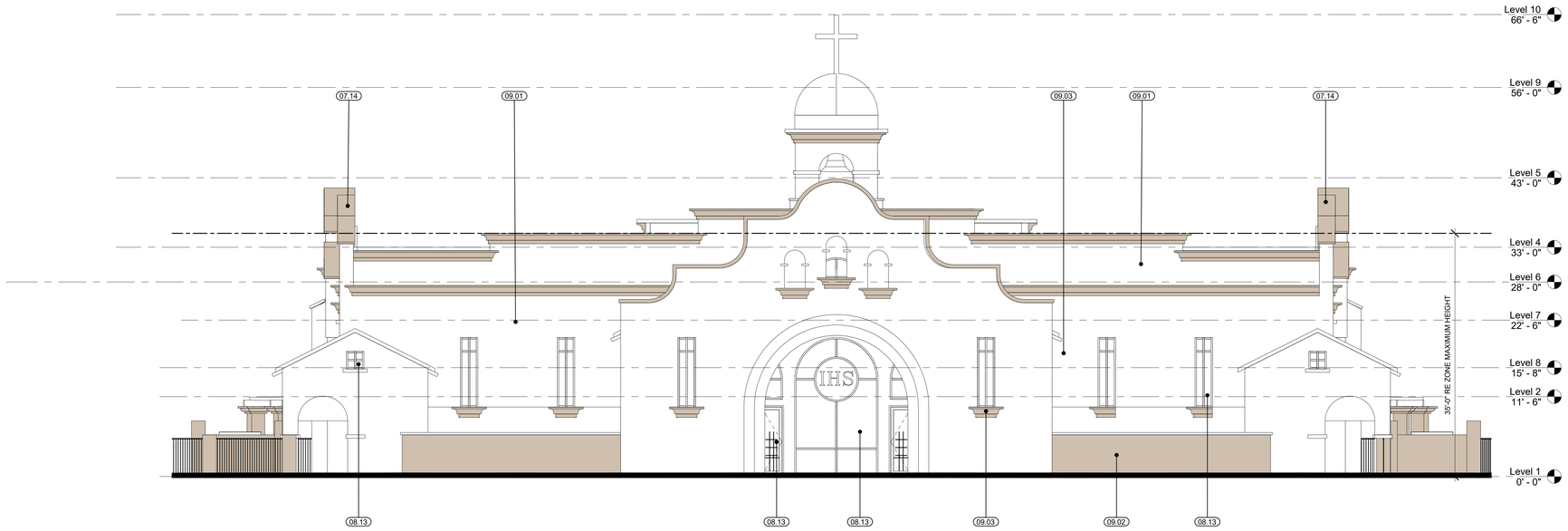
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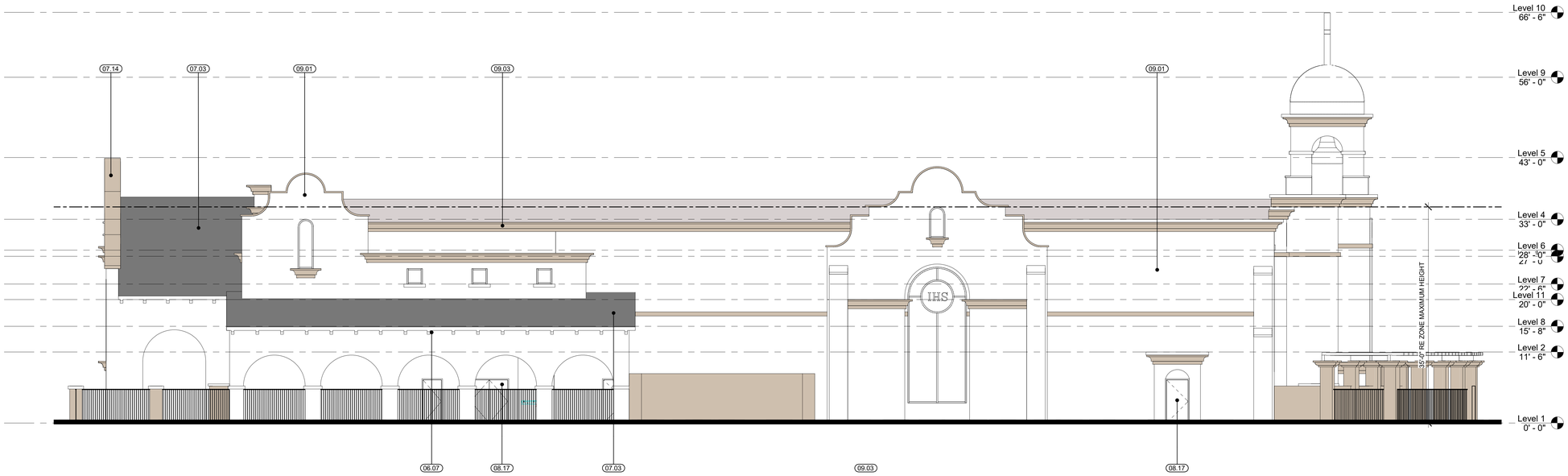
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BLDG 1 NORTH ELEVATION | SCALE 1/8" = 1'-0" | 2



BLDG 1 WEST ELEVATION | SCALE 1/8" = 1'-0" | 1

KEYNOTES

Key No.	Keynote Text
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.03	S Tile Roofing w/ Terra Cotta Blend
07.14	Sheet Metal Cap w/ Painted Accent Color
08.13	Aluminum Storefront w/ Kawneer:Standard Medium Bronze Anodized Metal 350
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.02	Smooth Finish Stucco LaHabra:Fallbrook 434(42) Base200 Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color

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project information

Project Number:	1600099.RA
Drawn By:	MAC
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sheet name

BLDG 1
SANCTUARY
ELEVATIONS

sheet number

A-112

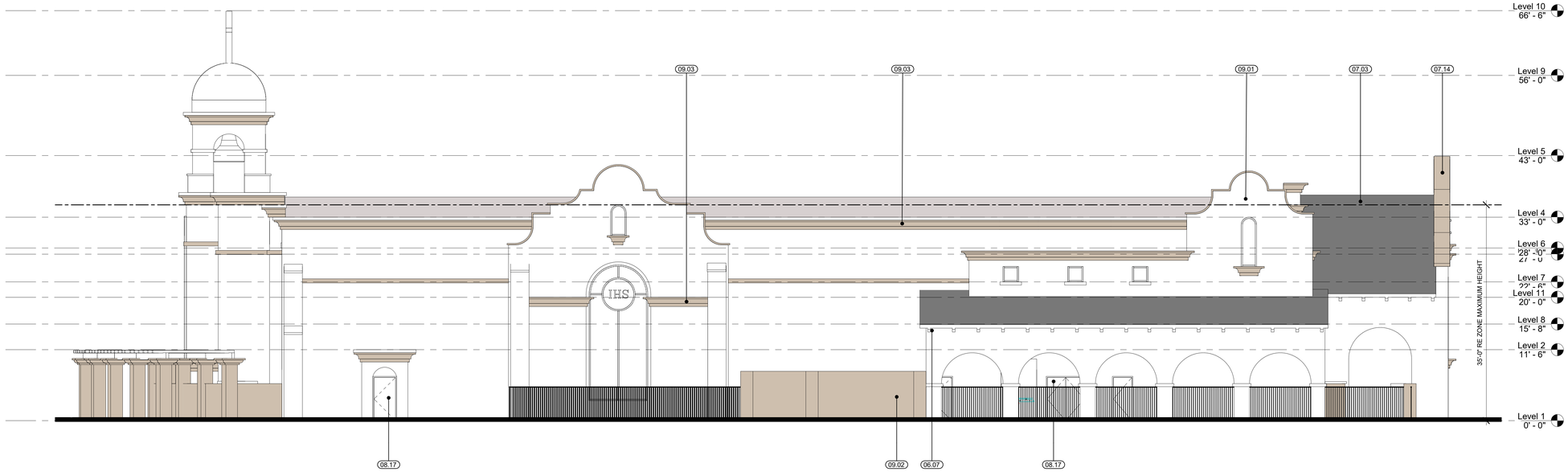
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BLDG 1 SOUTH ELEVATION | SCALE 1/8" = 1'-0" | 2



BLDG 1 EAST ELEVATION | SCALE 1/8" = 1'-0" | 1

KEYNOTES

Key No.	Keynote Text
06.05	Wood Header w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.03	S Tile Roofing w/ Terra Cotta Blend
07.14	Sheet Metal Cap w/ Painted Accent Color
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.02	Smooth Finish Stucco LaHabra:Fallbrook 434(42) Base200 Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color

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BLDG 1
SANCTUARY
ELEVATIONS

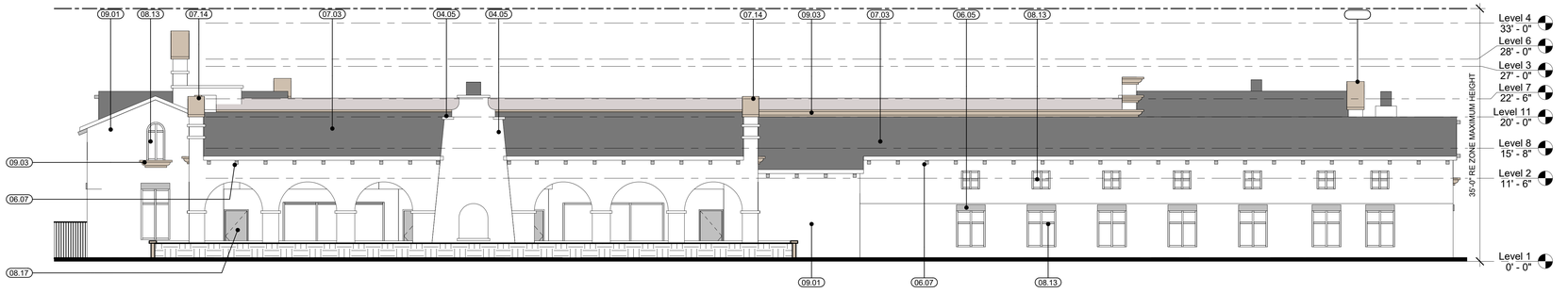
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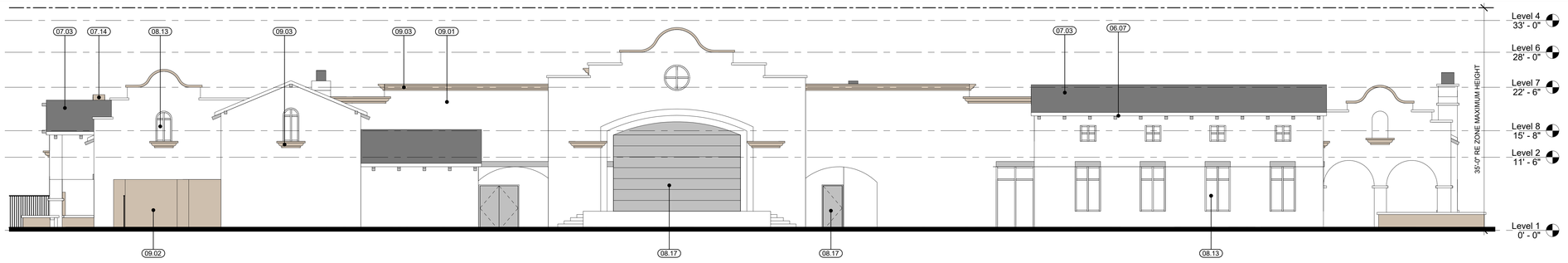


BLDG 2 WEST ELEVATION

SCALE 1/8" = 1'-0" | 1

KEYNOTES

Key No.	Keynote Text
04.05	Precast Concrete Cap w/ Accent Color
06.03	Wood Beam w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.05	Wood Header w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.03	S Tile Roofing w/ Terra Cotta Blend
07.14	Sheet Metal Cap w/ Painted Accent Color
08.13	Aluminum Storefront w/ Kawneer:Standard Medium Bronze Anodized Metal 350
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.02	Smooth Finish Stucco LaHabra:Fallbrook 434(42) Base200 Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color



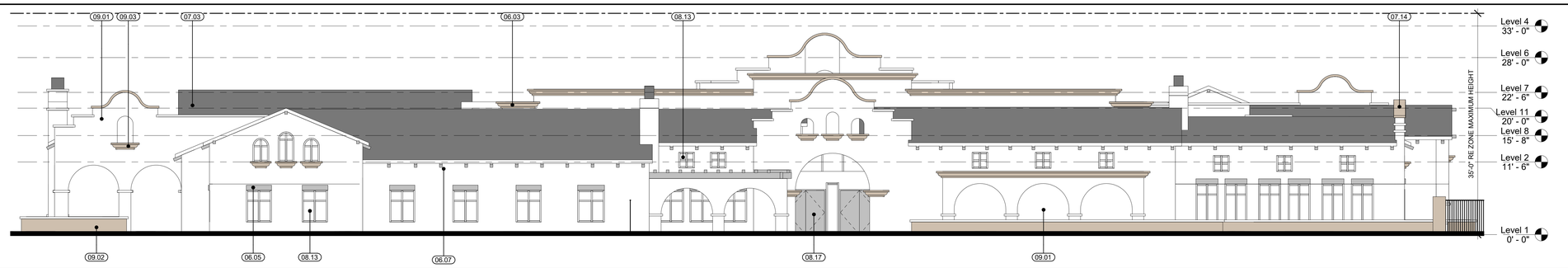
BLDG 2 NORTH ELEVATION

SCALE 1/8" = 1'-0" | 2



BLDG 2 EAST ELEVATION

SCALE 1/8" = 1'-0" | 3



BLDG 2 SOUTH ELEVATION

SCALE 1/8" = 1'-0" | 4

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sheet name

BLDG 2 PARISH HALL ELEVATIONS

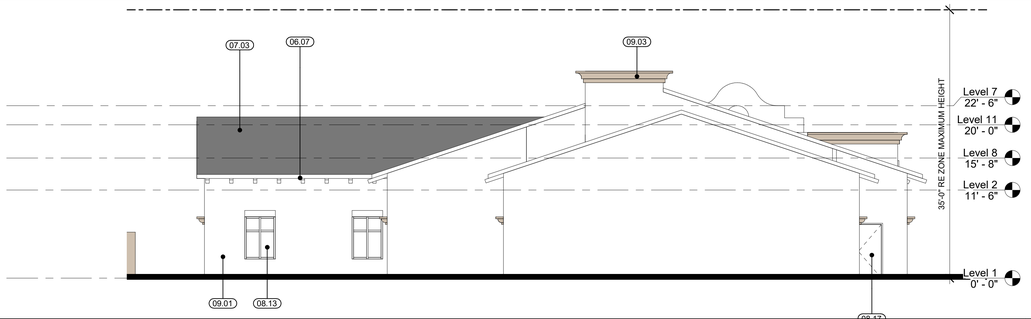
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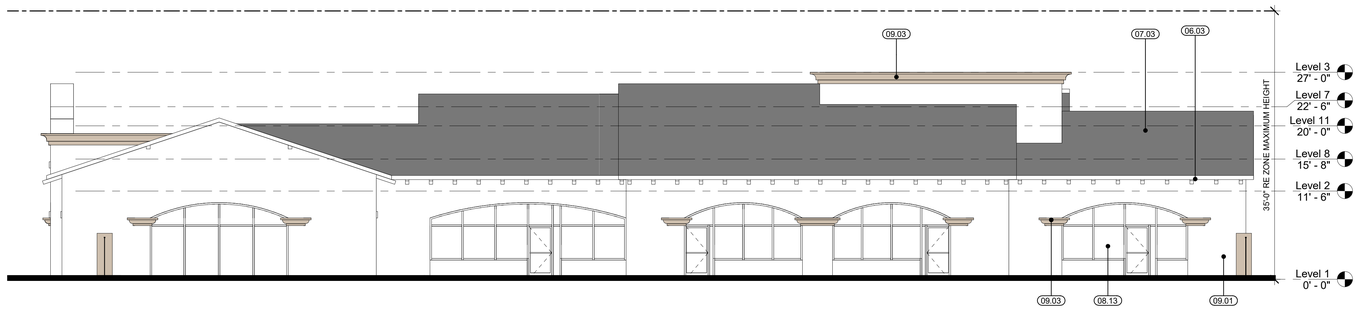
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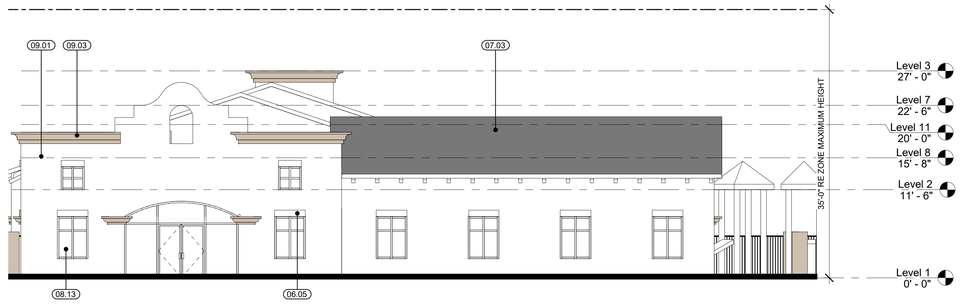
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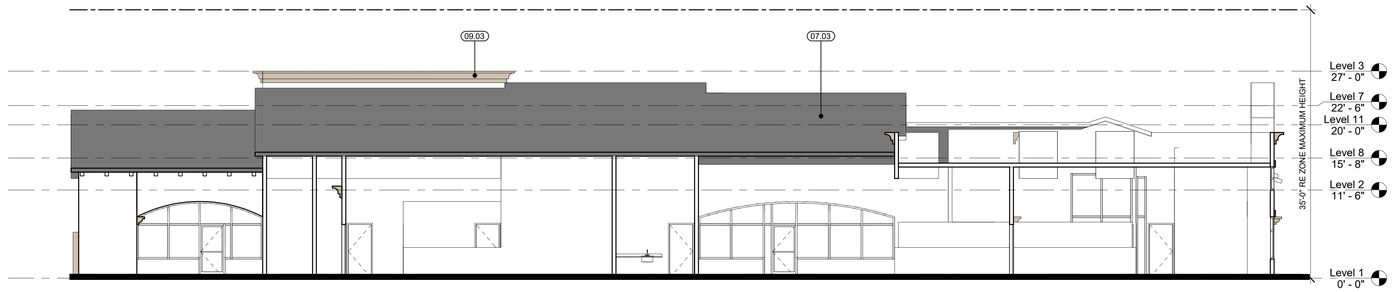
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BLDG 3 NORTH ELEVATION — SCALE 1/8" = 1'-0" — 2



BLDG 3 EAST ELEVATION — SCALE 1/8" = 1'-0" — 3



BLDG 3 SOUTH ELEVATION — SCALE 1/8" = 1'-0" — 4

KEYNOTES

Key No.	Keynote Text
06.03	Wood Beam w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.05	Wood Header w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.03	S Tile Roofing w/ Terra Cotta Blend
08.13	Aluminum Storefront w/ Kawneer:Standard Medium Bronze Anodized Metal 350
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color

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LICENSED ARCHITECT
GARY W. MILLER
No. C14635
REN. 9-30-19
STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	MAC
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 3
ADMINISTRATION
PRE-SCHOOL
ELEVATIONS

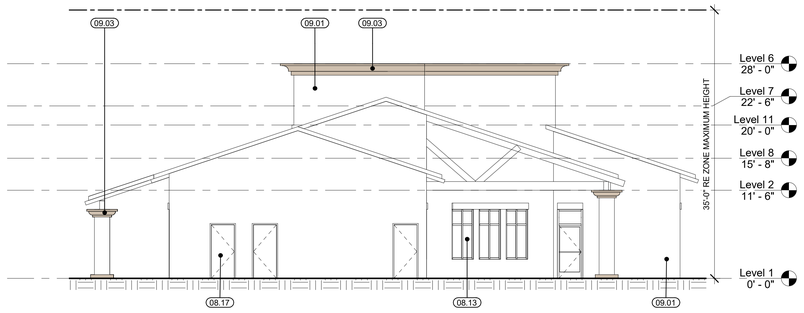
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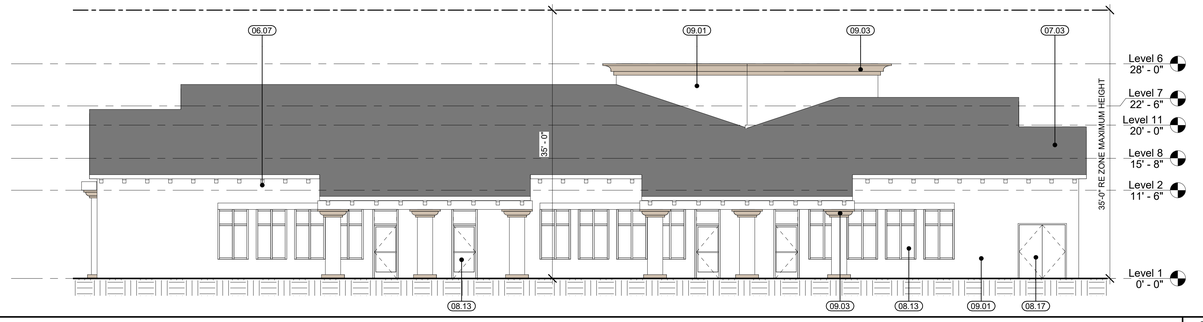
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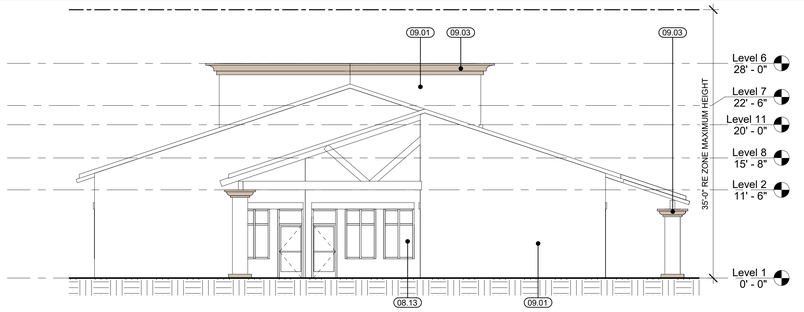
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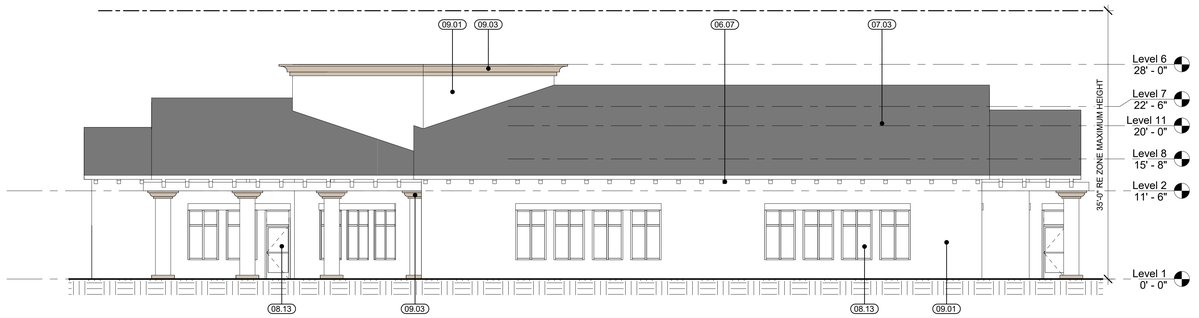
BLDG 4 WEST ELEVATION — SCALE 1/8" = 1'-0" — 1



BLDG 4 NORTH ELEVATION — SCALE 1/8" = 1'-0" — 2



BLDG 4 EAST ELEVATION — SCALE 1/8" = 1'-0" — 3



BLDG 4 SOUTH ELEVATION — SCALE 1/8" = 1'-0" — 4

KEYNOTES

Key No.	Keynote Text
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.03	S Tile Roofing w/ Terra Cotta Blend
08.13	Aluminum Storefront w/ Kawneer:Standard Medium Bronze Anodized Metal 350
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color

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revisions/addenda

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1201 East Highland Avenue
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project information

Project Number:	1600099.RA
Drawn By:	MAC
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 4
CLASSROOM
ELEVATIONS

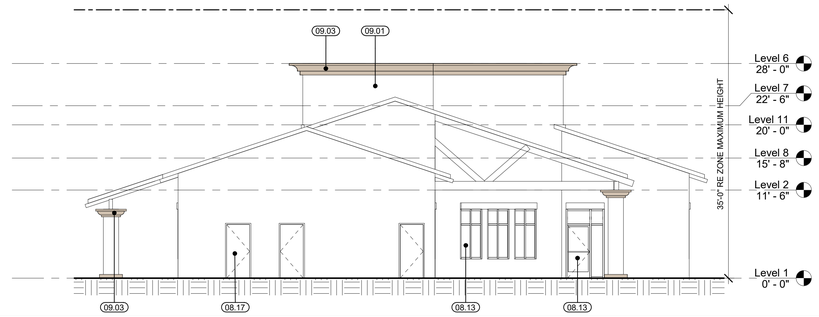
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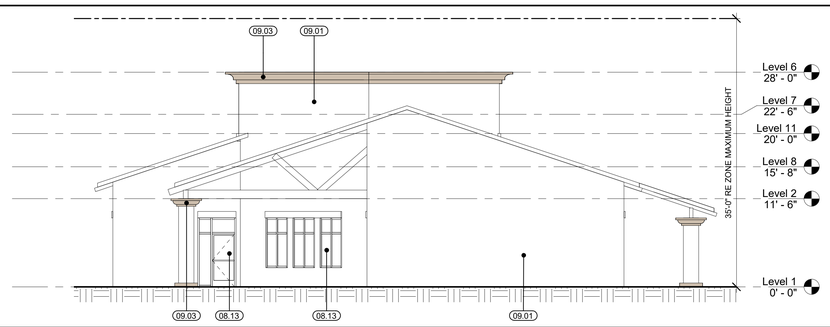
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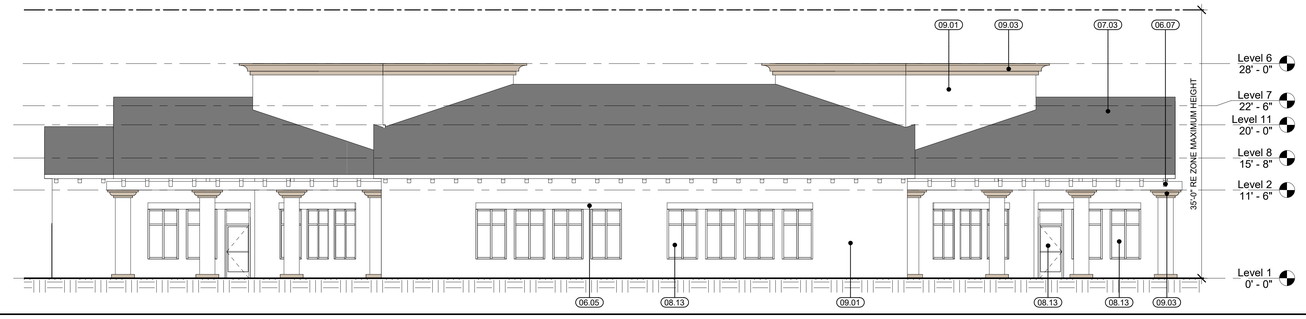
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BLDG 5 NORTH ELEVATION — SCALE 1/8" = 1'-0" — 2



BLDG 5 EAST ELEVATION — SCALE 1/8" = 1'-0" — 3



BLDG 5 SOUTH ELEVATION — SCALE 1/8" = 1'-0" — 4

KEYNOTES

Key No.	Keynote Text
06.05	Wood Header w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.03	S Tile Roofing w/ Terra Cotta Blend
08.13	Aluminum Storefront w/ Kawneer:Standard Medium Bronze Anodized Metal 350
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color

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owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	MAC
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 5 CLASSROOM ELEVATIONS

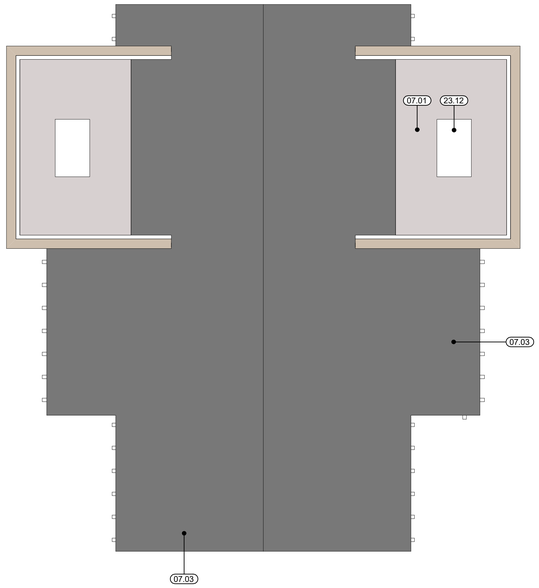
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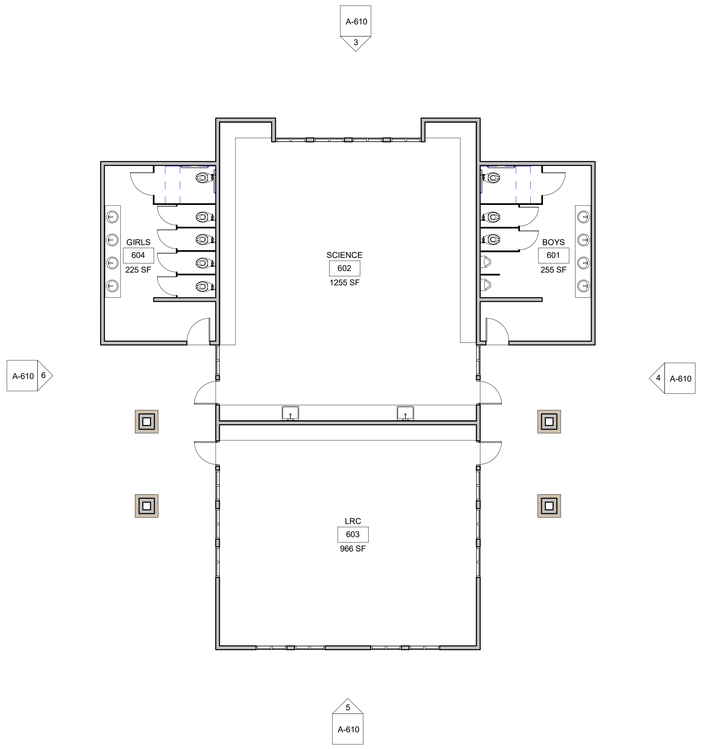
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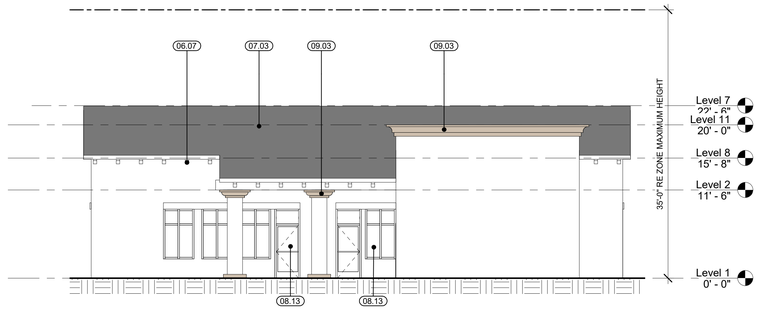
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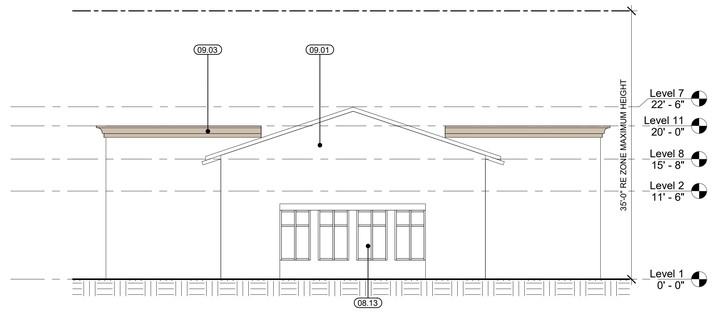
Level 5 BLDG 6 ROOF PLAN | SCALE 1/8" = 1'-0" | 2



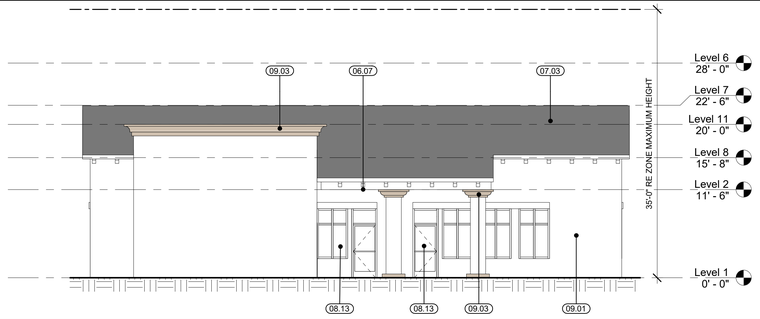
Level 1 BLDG 6 CLASSROOM | SCALE 1/8" = 1'-0" | 1



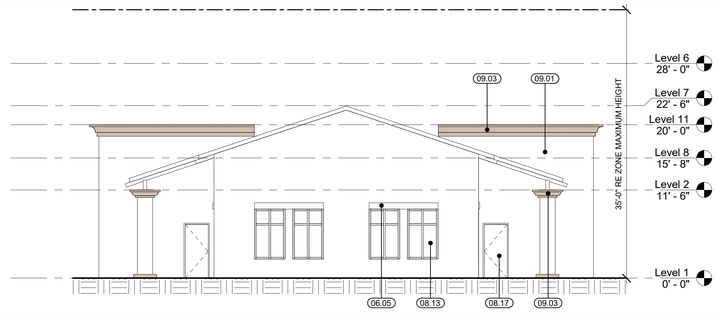
BLDG 6 NORTH ELEVATION | SCALE 1/8" = 1'-0" | 4



BLDG 6 WEST ELEVATION | SCALE 1/8" = 1'-0" | 3



BLDG 6 SOUTH ELEVATION | SCALE 1/8" = 1'-0" | 6



BLDG 6 EAST ELEVATION | SCALE 1/8" = 1'-0" | 5

KEYNOTES

Key No.	Keynote Text
06.05	Wood Header w/ Harbor mistwood stain:Sherwin Williams-SW3541
06.07	Wood Rafter Tail w/ Harbor mistwood stain:Sherwin Williams-SW3541
07.01	Membrane Roofing
07.03	S Tile Roofing w/ Terra Cotta Blend
08.13	Aluminum Storefront w/ Kawneer:Standard Medium Bronze Anodized Metal 350
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish
09.03	Shaped Foam Cornice w/ Stucco Accent Color
23.12	HVAC Equipment at Roof Level Screened

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No. C14635
REN. 9-30-19
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owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	MAC
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 6
CLASSROOM

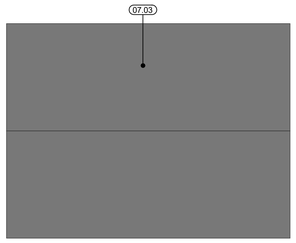
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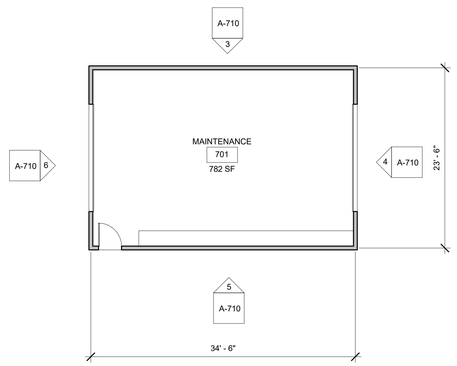
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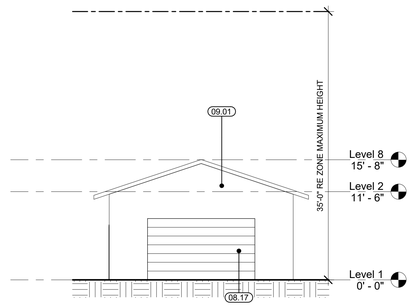
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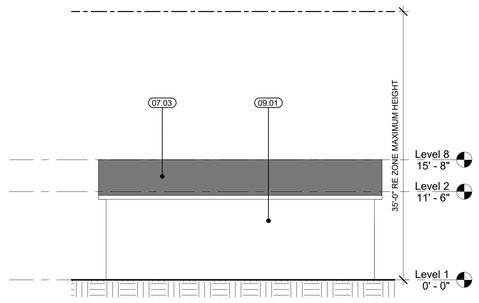
BLDG 7 ROOF PLAN | SCALE 1/8" = 1'-0" | 2



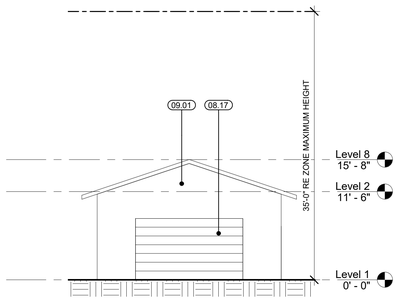
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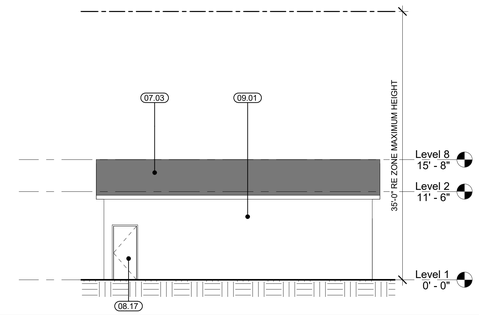
BLDG 7 NORTH ELEVATION | SCALE 1/8" = 1'-0" | 4



BLDG 7 WEST ELEVATION | SCALE 1/8" = 1'-0" | 3



BLDG 7 SOUTH ELEVATION | SCALE 1/8" = 1'-0" | 6



BLDG 7 EAST ELEVATION | SCALE 1/8" = 1'-0" | 5



KEYNOTES

Key No.	Keynote Text
07.03	S Tile Roofing w/ Terra Cotta Blend
08.17	Door & Frame w/ Painted Finish
09.01	Smooth Finish Stucco LaHabra:Crystal White 50(79) Base100-Santa Barbara Mission Finish

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REN. 9-30-19
STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 7
MAINTENANCE

sheet number

A-710

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VIEW LOOKING NORTH TOWARDS THE SANCTUARY



VIEW LOOKING NORTHWEST TOWARDS THE SANCTUARY

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Drawn By:	MAC
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Issue Date:	JAN. 6, 2021

sheet name

BLDG 1
SANCTUARY
PERSPECTIVE
VIEWS

sheet number

A-114

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VIEW LOOKING WEST TOWARDS THE SANCTUARY



VIEW LOOKING SOUTHWEST TOWARDS THE SANCTUARY

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project information

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sheet name

BLDG 1
SANCTUARY
PERSPECTIVE
VIEWS

sheet number

A-115

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VIEW LOOKING SOUTH TOWARDS THE SANCTUARY



VIEW LOOKING SOUTHEAST TOWARDS THE SANCTUARY

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San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 1
SANCTUARY
PERSPECTIVE
VIEWS

sheet number

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VIEW LOOKING NORTHWEST TOWARDS PARISH HALL



VIEW LOOKING NORTH TOWARDS PARISH HALL ENTRY

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San Bernardino, CA 92404

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BLDG 2 PARISH HALL PERPSECTIVE VIEWS

sheet number

A-213

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VIEW LOOKING SOUTHEAST TOWARDS YOUTH CENTER



VIEW LOOKING SOUTH TOWARDS PARISH HALL STAGE

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revisions/addenda

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THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #11136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
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sheet name

BLDG 2 PARISH HALL PERSPECTIVE VIEWS

sheet number

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FRONT / ENTRY VIEW OF ADMIN OFFICES & PRE-SCHOOL



FRONT / ENTRY VIEW OF ADMIN OFFICES & PRE-SCHOOL

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THE HOLY NAME of JESUS CATHOLIC CHURCH
East Lugonia Avenue, Redlands, California 92374
CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 3 ADMIN / PRE-SCHOOL PERSPECTIVE VIEWS

sheet number

A-312

Sheet Of Sheets

Z:\PROJECTS\2016 Projects\Holy Name of Jesus Redlands Church 1600099.RA\Drawings\Schematic Design\CURRENT BIM FILES\1600099-HNJ-ARCH_SITE-R2016.07.rvt

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REAR VIEW OF PRE-SCHOOL CLASSROOMS



ENTRY VIEW OF PRE-SCHOOL CLASSROOMS

MILLER
architecture
interiors
planning

1177 Idaho Street, Suite 200
Redlands, CA 92374
Phone: 909-335-7400
Fax: 909-335-7299
info@miller-aip.com

LICENSED ARCHITECT
GARY W. MILLER
No. C14635
REN. 9-30-19
STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

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FRONT / ENTRY VIEW OF CLASSROOM BUILDING 4



REAR VIEW OF CLASSROOM BUILDING 4

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interiors
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project information

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Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 4
CLASSROOM
PERSPECTIVE
VIEWS

sheet number

A-412

Sheet Of Sheets

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FRONT / ENTRY VIEW OF CLASSROOM BUILDING 5



REAR VIEW OF CLASSROOM BUILDING 5

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initials	date	phase

revisions/addenda

#	Date	Comment

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CONDITIONAL USE PERMIT SUBMITTAL #1136

Diocese of San Bernardino
1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
Checked By:	GWM
Issue Date:	JAN. 6, 2021

sheet name

BLDG 5 CLASSROOM PERSPECTIVE VIEWS

sheet number

A-512

Sheet Of Sheets

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Redlands Regular meeting of 07-16-24

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FRONT / ENTRY VIEW OF CLASSROOM BUILDING 6



REAR VIEW OF CLASSROOM BUILDING 6

MILLER
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interiors
planning

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LICENSED ARCHITECT
GARY W. MILLER
No. C14635
REN. 9-30-19
STATE OF CALIFORNIA

owner approval

initials	date	phase

revisions/addenda

#	Date	Comment

THE HOLY NAME of JESUS CATHOLIC CHURCH
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CONDITIONAL USE PERMIT SUBMITTAL #1136

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1201 East Highland Avenue
San Bernardino, CA 92404

project information

Project Number:	1600099.RA
Drawn By:	Author
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Issue Date:	JAN. 6, 2021

sheet name

BLDG 6
CLASSROOM
PERPSPECTIVE
VIEWS

sheet number

A-611

Sheet Of Sheets

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PROPOSED PLANT PALETTE

	PLANT NAME	SIZE	WUCOLS	QTY.	SIZE @ MATURITY	EVERGREEN/ DECIDUOUS
TREE						
ACCENT	Cercidium- parkinsonia hybrid Museum Palo Verde	24" BOX	M	25	30'X25'	EVERGREEN
ACCENT	Olea europaea 'Swan Hill' Swan Hill Olive	36" BOX	L	79	25'X25'	EVERGREEN
PALM	Phoenix dactylifera Date Palm	24" BOX	L	46	50'X30'	EVERGREEN
PERIMETER/ SHADE	Olea europaea 'Swan Hill' Swan Hill Olive	36" BOX	L	11	25'X25'	EVERGREEN
PERIMETER/ SHADE	Geijera parviflola Australian Willow	24" BOX	L	28	25'X25'	EVERGREEN
PERIMETER/ SHADE	Platanus racemosa Western Sycamore	24" BOX	L	46	40'X30'	DECIDUOUS
PARKING/ SHADE	Gleditsia triacanthos inermis 'Sunburst' Imperial Thornless Honey Locust	36" BOX	L	75	30'X30'	DECIDUOUS
PARKWAY/ ACCENT	Cercis canadensis Eastern redbud	16-18' B.T.H.	M	22	20'X20'	DECIDUOUS
PARKWAY/ ACCENT	Handroanthus impetiginosus Pink Trumpet	24" BOX	M	79	30'X25'	DECIDUOUS
ACCENT	Pyrus calleryana 'Redspire' Redspire Pear	24" BOX	M	52	30'X20'	DECIDUOUS
PARKWAY/ ACCENT	Bauhinia variegata Orchid Tree	24" BOX	M	37	35'X35'	DECIDUOUS
ACCENT	Cupressus arizonica Arizona Cypress 'Compacta'	24" BOX	M	6	35'X5'	EVERGREEN

PLANTER AREAS
(208,997 SF)

SHRUB						
	Ligustrum j. 'Texanum' Texas Privet	5 GAL	M	853	6'X6'	EVERGREEN
	Euonymus j. 'Aureomarginata' Gold Dust Euonymus	5 GAL	M	668	4'X4'	EVERGREEN
	Leucophyllum f. 'Green Cloud' Texas Sage 'Green Cloud'	5 GAL	L	375	8'X8'	EVERGREEN
	Salvia g. 'Furman's Red' Furman's Red Autumn Sage	5 GAL	L	SEE NOTES	4'X4'	EVERGREEN
	Aloe striata Coral Aloe	1 GAL	L	SEE NOTES	2'X2'	EVERGREEN
	Lupinus excubitus Grape Soda Lupine	5 GAL	L	SEE NOTES	3'X4'	EVERGREEN
	Dianella tasmanica 'Variegata' Variegated Dianella	1 GAL	L	SEE NOTES	2'X2'	EVERGREEN
	Hesperaloe parviflora 'Brakelights' Brakelights Red Yucca	5 GAL	L	SEE NOTES	3'X3'	EVERGREEN
	Salvia chamaedryoides 'Marine Blue' Marine Blue Germander	5 GAL	L	SEE NOTES	2'X3'	EVERGREEN
	Yucca rostrata Beaked Yucca	15 GAL	L	SEE NOTES	8'X6'	EVERGREEN
	Agave americana Century Plant	15 GAL	L	SEE NOTES	10'X10'	EVERGREEN
	Bougainvillea 'La Jolla' La Jolla Bougainvillea	5 GAL	L	SEE NOTES	4'X5'	DECIDUOUS
	Echinocactus grusonii Barrel Cactus	5 GAL	L	SEE NOTES	2'X2'	EVERGREEN
	Arctostaphylos h. 'Monterey Carpet' Monterey Carpet Manzanita	5 GAL	L	SEE NOTES	2'X12'	EVERGREEN
	Lantana montevidensis Trailing Purple Lantana	1 GAL	L	SEE NOTES	1'-6"X 8'	EVERGREEN
	Agave 'Blue Glow' Blue Glow Agave	5 GAL	L	SEE NOTES	3'X3'	EVERGREEN
VINE	Bougainvillea 'Barbara Karst' Barbara Karst Bougainvillea	15 GAL	M	SEE NOTES	8'X5'	DECIDUOUS

MISCELLANEOUS MATERIALS

- PARKWAY PLANTING AREAS TO FOLLOW CITY OF REDLANDS PLANTING GUIDELINES (7,312 SF)
- MARATHON II TURF (100,477 SF)
- BASIN PLANTING AREAS (13,270 SF)
- DECOMPOSED GRANITE MULCH. 'CALIFORNIA GOLD', 3/8" MINUS (21,104 SF)
- CRUSHED GRAVEL (10,484 SF)

PROJECT INFORMATION/ CALCULATIONS

ASSESSOR'S PARCEL NO'S: 168-161-02 & 168-161-03

TOTAL PROPERTY (NET): 813,161 S.F. / 18.67 ACRES

TOTAL LANDSCAPE AREA: 330,056 S.F./ 40.6%

TOTAL PARKING LANDSCAPE AREA: 18,886 S.F./ 9.3%

TOTAL TURF AREA: 100,477 S.F. / 12.4%

TOTAL PERVIOUS AREA: 359,644 S.F. / 44.2%

TOTAL IMPERVIOUS AREA: 346,501 S.F./ 42.6%





THE HOLY NAME OF JESUS CATHOLIC CHURCH- CONCEPTUAL LANDSCAPE PLAN

East Lugonia Avenue, Redlands, Ca, 92374

Redlands Regular meeting of 07-16-24

WALL/ FENCE PLAN

Prepared For:

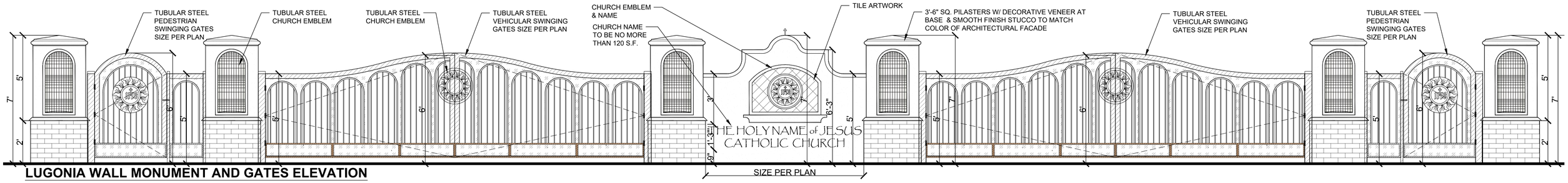
DIOCESE OF SAN BERNARDINO
1201 EAST HIGHLAND AVENUE
SAN BERNARDINO, CA 92404

LandArq, Inc.
865 S. Milliken Ave. Suite E
Ontario, CA 91761
Phone: 909-259-9428
Email: fausto@landarq.com

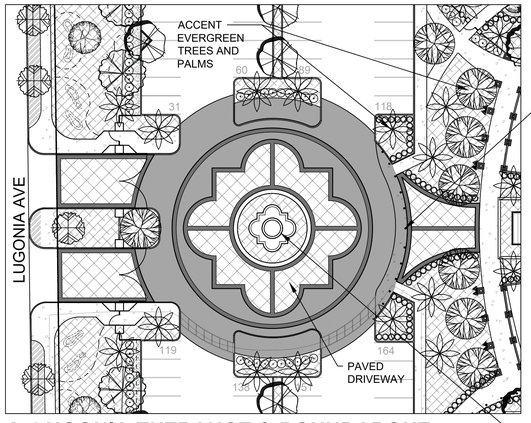
REGISTERED LANDSCAPE ARCHITECT
Fausto A. Reyes No. 4362
9-30-2023 Renewal
12-14-2021 Date
STATE OF CALIFORNIA

LA-1

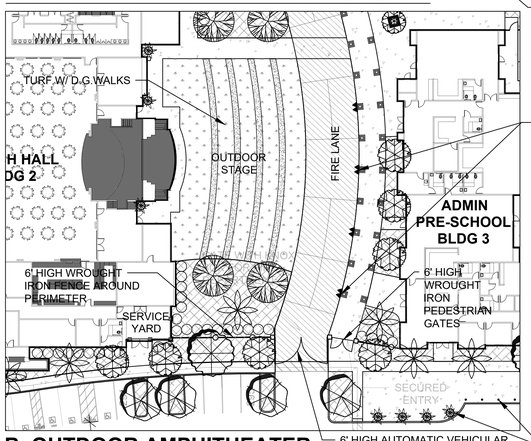
Date: 12/14/2021 21362



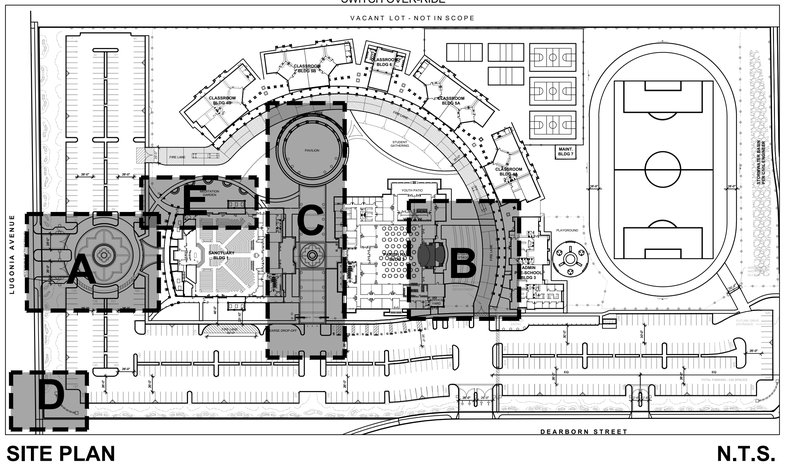
LUGONIA WALL MONUMENT AND GATES ELEVATION



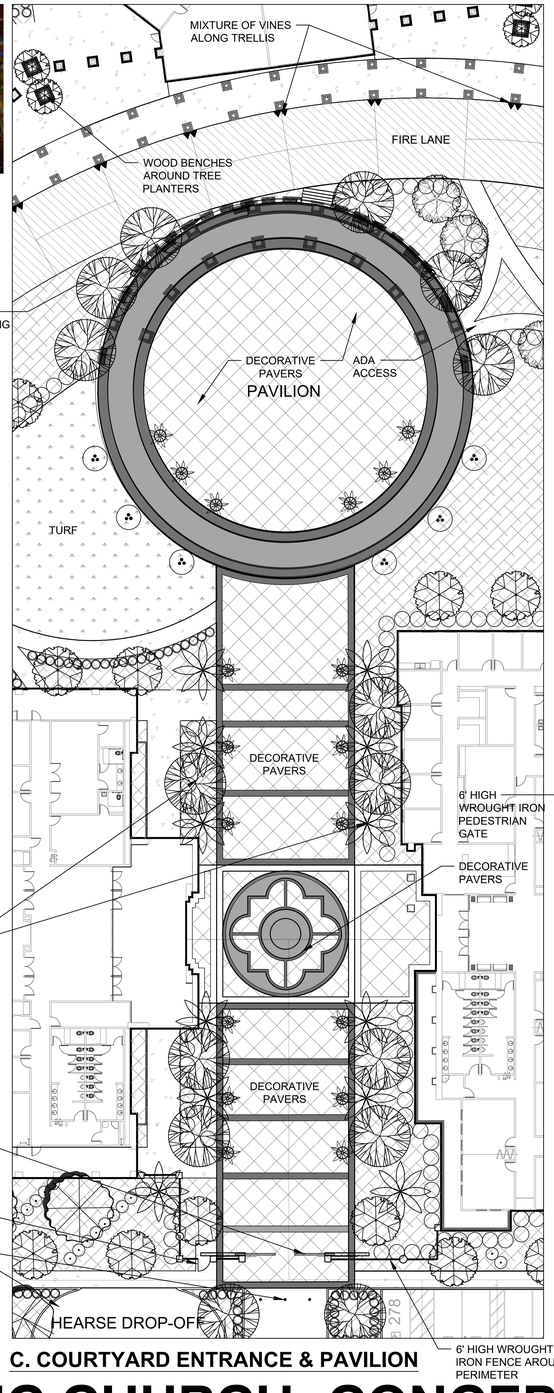
A. LUGONIA ENTRANCE & ROUNDABOUT



B. OUTDOOR AMPHITHEATER

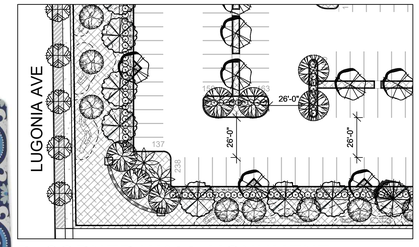


SITE PLAN N.T.S.



C. COURTYARD ENTRANCE & PAVILION

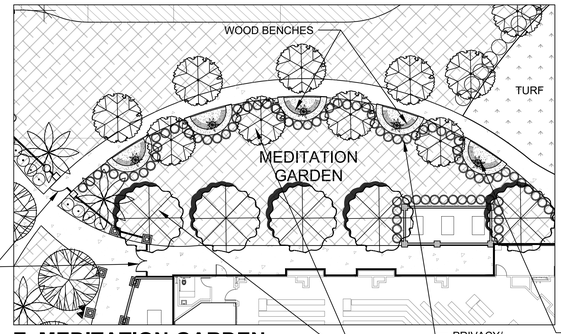




D. CORNER WALL MONUMENT







E. MEDITATION GARDEN



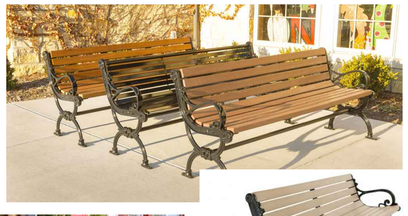




DECORATIVE TERRA COTA POTS



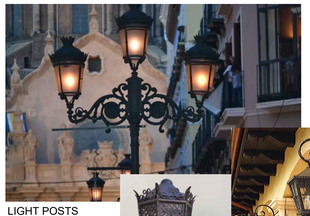
TRASH RECEPTACLES

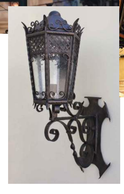


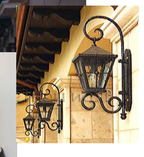




DECORATIVE BENCHES







LIGHT POSTS

THE HOLY NAME OF JESUS CATHOLIC CHURCH- CONCEPTUAL LANDSCAPE PLAN

East Lugonia Avenue, Redlands, Ca, 92374

Redlands Regular meeting of 07-16-24



LandArq, Inc.
865 S. Milliken Ave. Suite E
Ontario, CA 91761
Phone: 909-259-9428
Email: fausto@landarq.com

Prepared For:

DIOCESE OF SAN BERNARDINO
1201 EAST HIGHLAND AVENUE
SAN BERNARDINO, CA 92404

LA-2

Date: 12/14/2021

IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL #	SIZE
	ON GRADE DRIP IRRIGATION FOR SHRUB AREA, BY RAINBIRD USE RAINBIRD QF SERIES DRIPLINE HEADER W/ XFCV SERIES DRIPLINE SPACING 18" O.C. MOD # XQF-75-18-100 & XFCV-06-12-100	1/2" P.V.T. (.634" O.D.)
	RAINBIRD 1806 POP-UP W/ RVAN14 NOZZLE LOCATE 1806 POP UP & ADJUST TO PROVIDE 100 PERCENT HEAD TO HEAD COVERAGE	1/2" P.V.T. (.634" O.D.)
A 0.25 GPM B 0.5 GPM	TREE ROOT WATERING SYSTEM BY, RAINBIRD. MOD.# RWS-B-C-1401 (0.25 GPM) (2) PER TREE (TYPICAL) W/ RWS-SOCK & RWS-GRATE-P)	-NA-
M	NEW RECLAIMED WATER METER. CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION	1-1/2"
RP	REDUCE PRESSURE BACK FLOW PREVENTOR FEBCO825YA - 'N' SHAPE MODEL BACKFLOW	1 1/2"
	BRASS BALL VALVE; NIBCO T-580 @ MAINLINE TEES OR CROSSINGS AS REQUIRED PER EXISTING	LINE SIZE
	RAINBIRD #44-NP SERIES QUICK COUPLING VALVE W/PURPLE LOCKING RUBBER COVER IN STANDARD VALVE BOX # PVB6BNP W/ PURPLE LID	1"
	REMOTE CONTROL VALVE ASSEMBLY; RAINBIRD XCZ-PRB-100 OR XCZ-PRB-150 (W/ PESB-R-100/150) (KIT COMES W/ PESB VALVE & 1" PRES. REGULATION, S.S.FILTER) (SET @ 40 PSI) IN STANDARD VALVE BOX # PVSTDP W/ PURPLE LID	1" OR 1-1/2"
	REMOTE CONTROL VALVE ASSEMBLY; RAINBIRD XCZ-PRB-100 OR XCZ-PRB-150 (W/ PESB-R-100/150) (KIT COMES W/ PESB VALVE & 1" PRES. REGULATION, S.S.FILTER) (SET @ 40 PSI) IN STANDARD VALVE BOX # PVSTDP W/ PURPLE LID	1" OR 1-1/2"
MV FS	MASTER VALVE ASSEMBLY; 2" MOD.#200-EFB-CP-PRS-D BRASS VALVE W/ PURPLE HANDLE COVER. BY; RAIN BIRD FLOW SENSOR MOD. #FS150B (INSTALL AS PER DETAIL) BY; RAINBIRD	2"
A	RAINBIRD CONTROLLER # ESP-LXD 2 WIRE DECODER CONTROLLER W/ ET MANAGER MOD# ETC-LX W/ ETM-RMK (ANTENNA) & FD- TWO WIRE DECODER (1) PER STATION/ VALVE W/ RAINBIRD RAIN SENSOR MOD # ETM-RG AVAILABLE FROM I.T.S. MOD #ICA-R82-50/OPTIONS CONTACT DARYL GREEN (909)-584-7311	56 (USED) 50+TOTAL
S	RAINBIRD WIRELESS RAIN + FREEZE SENSOR MOD.# WR2 SERIES	-NA-
A	1/2" AIR RELIEF VALVE - MOD 'RAINBIRD'-ARV050 @ HIGH POINT OF LATERAL LINE	1/2"
F	AUTO FLUSH VALVE - MOD 'RAINBIRD'-AFV-075L @ END OF ALL LATERAL LINES	3/4"
NOT SHOWN	PLASTIC VALVE BOX -- RAINBIRD STANDARD PVBSTDP VALVE BOX W/ PURPLE LID	21"x15"x12"
NOT SHOWN	WIRE CONNECTIONS - KING INNOVATIONS - DBY	-NA-
NOT SHOWN	COMMUNICATIONS CABLE -- PAIGE CABLE #P-7171-D	-NA-
	SCH 40 PVC IRRIGATION PIPE / SEPARATE SCH. 40 WIRE SLEEVE ADD WARNING TAPE @ ALL ROADWAY SLEEVES/TRENCHES USE PURPLE PIPE FOR RECYCLED WATER	2.5 X LINE SIZE
NOT SHOWN	UF RATED CONTROL WIRE, 12 GA COMMON, 14 GA PILOT	12/14 GA
	MAINLINE: SCH 40 PVC UP TO 2" ANY LARGER TO BE CLASS 315 MAINLINE W/ SCH 80 FITTINGS USE PURPLE PIPE FOR RECYCLED WATER	SIZE PER PLAN
	PVC IRRIGATION LATERAL LINE- SCH 40 PIPE BY PACIFIC PLASTICS W/ SCH 80 FITTINGS SCH 40 PIPE BY PACIFIC PLASTICS W/ SCH 80 FITTINGS FOR ALL BURIED APPLICATIONS USE PURPLE PIPE FOR RECYCLED WATER	1"

HYDROZONES

HYDROZONE DESCRIPTION#

#1-LOW WATER USE SHRUBS W/ DRIP
#2-LOW WATER USE BUBBLERS (TREES ONLY)
#3-MOD WATER USE SHRUBS W/ DRIP
#4-MOD WATER USE BUBBLERS (TREES ONLY)
#5-HIGH WATER USE BUBBLERS (TURF ONLY)

NOTE: #2 LOW WATER USE TREES HAVE ONE BUBBLER (0.25 GPM) PER EACH TREE; #4 MOD WATER USE TREES HAVE TWO BUBBLER (0.5 GPM) PER EACH TREE

MAINTENANCE NOTE:

ALL IMPROVEMENTS ARE TO BE MAINTAINED BY THE ASSOCIATION.

STATION CONTROLLER KEY

STATION NUMBER
VALVE SIZE
SHRUB/TREE
HYDROZONE
FLOW (GPH)
PRECIP. RATE
FLOW (GPM)

WATER INFORMATION

City Of Redlands Water Dept.:

CONTACT PERSON: Doug
PHONE: 909-810-8549

WATER METER: 1-1/2"
WATER PRESSURE = 70 PSI

(NON-POTABLE WATER TO BE PROVIDED)

MAX/PEAK DEMAND (GPM): 34.0

SCH 80 PVC SLEEVING CHART

1 1/4" SLEEVE	1-4 WIRES	1/2" PIPE
1 1/2" SLEEVE	5-10 WIRES	3/4" PIPE
2" SLEEVE	11-20 WIRES	1" PIPE
2 1/2" SLEEVE	21-30 WIRES	1 1/4" PIPE
3" SLEEVE	31-40 WIRES	1 1/2" PIPE
4" SLEEVE	41-60 WIRES	2" PIPE
6" SLEEVE	61-99 WIRES	2 1/2"/3" PIPE
8" SLEEVE	100+ WIRES	4" PIPE
10" SLEEVE	N/A	6" PIPE

✱ DRIP EMITTER SCHEDULE

PLANT SIZE	EMITTER
1 GAL. SHRUB	(1) 1.0 GPH
5 GAL. SHRUB	(1) 2.0 GPH
15 GAL. SHRUB	(2) 2.0 GPH

EMITTER MODEL	FLOW	PREC.RATE
RAINBIRD XBT-10-PC	1.0 GPH	.20
RAINBIRD XBT-20-PC	2.0 GPH	.60

NOTE:
REMOTE CONTROL VALVE TO BE SELECTED BASED ON THE GPM VALUE OF EACH VALVE. BELOW 20 GPM CONTRACTOR SHALL USE XCZ-PRB-100, ABOVE 20 GPM CONTRACTOR SHALL USE XCZ-PRB-150.

IRRIGATION

DRIP IRRIGATION
PER MAWA IRRIGATION GUIDELINES

PARKWAY:
(7,312 SF)
ONSITE:
(208,997 SF)

IRRIGATION AT BASIN ALL TURF AREAS
POP-UP SPRAYS W/ RVAN NOZZLE:
ADJUST TO PROVIDE 100 PERCENT HEAD TO HEAD COVERAGE
TURF - (100,477 SF)
BASIN - (13,270 SF)

City of Redlands Landscape Water Use Calculations

Project Type Commercial
The Holy Name of Jesus Catholic School
0.45 **ETo allowance**

1 Maximum Annual Water Allowance (MAWA)

INPUT the total square footage of landscape = 330,056 S.F.
INPUT the Hist. ETo for the area = 55.60

MAWA = **684,487** cu ft / yr

2 Estimated Annual Water Use (EAWU)

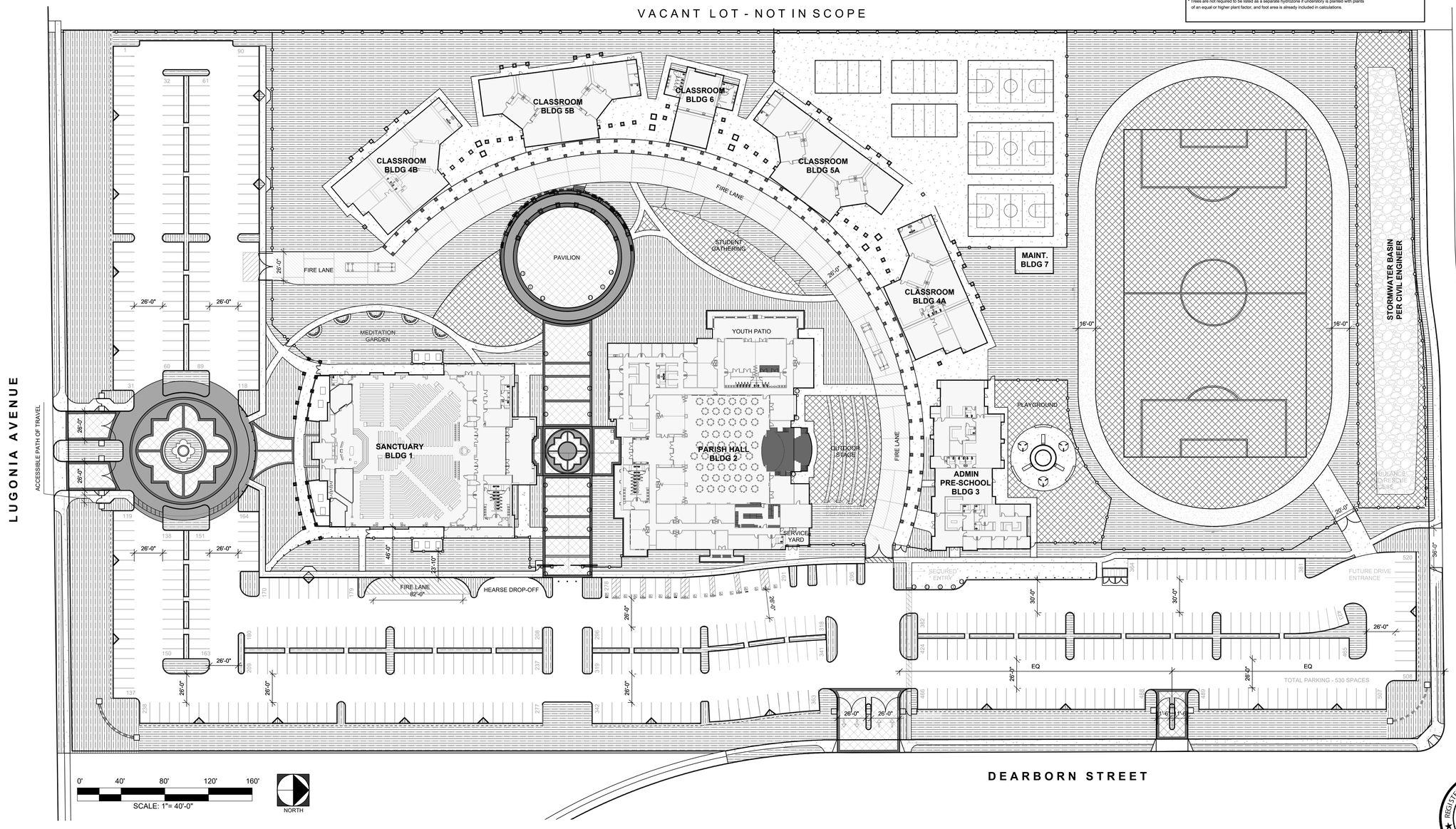
		Plant Type	Water Use
Hydrozone # 1	Plant Factor = 0.2	Shrubs / Groundcover	Low
INPUT Square Foot Area of Hydrozone =	7,312		
Hydrozone Irrigation Efficiency = 0.85	In-line Drip-Densely Planted		
EAWU =	7,929 cu ft / yr		
Hydrozone # 2	Plant Factor = 0.5	Basin - Slopes	Moderate
INPUT square footage of hydrozone =	13,270		
Hydrozone Irrigation Efficiency = 0.75	Rotator / Precision Spray Nozzle		
EAWU =	40,770 cu ft / yr		
Hydrozone # 3	Plant Factor = 0.5	Turf - Recreational	Moderate
INPUT square footage of hydrozone =	100,477		
Hydrozone Irrigation Efficiency = 0.60	Spray		
EAWU =	231,507 cu ft / yr		
Hydrozone # 4	Plant Factor = 0.2	Shrubs / Groundcover	Low
INPUT square footage of hydrozone =	167,197		
Hydrozone Irrigation Efficiency = 0.85	In-line Drip-Densely Planted		
EAWU =	181,303 cu ft / yr		
Hydrozone # 5	Plant Factor = 0.5	Shrubs / Groundcover	Moderate
INPUT square footage of hydrozone =	41,800		
Hydrozone Irrigation Efficiency = 0.85	In-line Drip-Densely Planted		
EAWU =	113,316 cu ft / yr		
		Plant Type	Water Use

SubTotal EAWU = 574,845 cu ft / yr
Input Irrigation System Operation Factor = 0.85
Total EAWU = **676,288**
MAWA - EAWU = **8,199** cu ft / yr
(this number must be positive)

PERCENTAGE OF WATER SAVED RELATIVE TO MAX. ALLOWED = 1%

* Trees are not required to be listed as a separate hydrozone if understory is planted with plants of an equal or higher plant factor, and foot area is already included in calculations.

VACANT LOT - NOT IN SCOPE



THE HOLY NAME OF JESUS CATHOLIC CHURCH- CONCEPTUAL IRRIGATION PLAN

East Lugonia Avenue, Redlands, Ca, 92374

Redlands Regular meeting of 07-16-24

Prepared For:

DIOCESE OF SAN BERNARDINO
1201 EAST HIGHLAND AVENUE
SAN BERNARDINO, CA 92404

REGISTERED LANDSCAPE ARCHITECT
Fausto A. Reynes No. 5178
Signature
9-30-2023
Renewal Date
12-14-2021
Date
STATE OF CALIFORNIA

LandArq, Inc.
865 S. Milliken Ave. Suite E
Ontario, CA 91761
Phone: 909-259-9428
Email: fausto@landarq.com

LA-3

Date: 12/14/2021 2021362

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. C.**

Meeting Date: 10/11/2022

APPLICANT:

HOLY NAME OF JESUS CATHOLIC COMMUNITY
(PROJECT PLANNER: SEAN REILLY, PRINCIPAL PLANNER)

1. Consideration of an **Initial Study** and **Mitigated Negative Declaration** determination for the proposed project in accordance California Environmental Quality Act (CEQA) Guidelines.

2. **Lot Line Adjustment (Lot Merger) No. 659** – A request to merge two parcels, each approximately into one single 19.46-acre parcel for the construction of a church and school facility, which includes nine buildings. The project is located on the north side of Lugonia Avenue, and approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000).

3. **PUBLIC HEARING** to consider **Conditional Use Permit No. 1136** – A proposal to construct a church and school facility which includes nine buildings totaling 102,574 square feet of building area on 19.46 gross acres. Proposed buildings include a sanctuary building, a parish hall, an administration/preschool building, five classroom buildings and a maintenance building. The project is located on the north side of Lugonia Avenue, and approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000).

SYNOPSIS

1. General Plan Designation:	Very Low Density Residential
2. Existing Zoning:	Residential Estate (R-E)
3. Surrounding Zoning:	North: R-E East: R-E South: Single-Family Residential (R-1) West: R-E – Planned Residential Development
4. Existing Land Use:	The site is currently undeveloped agricultural property.
5. Surrounding Land Use:	North: Single-family residential neighborhoods and one lot with citrus grove East: Single-family residential neighborhoods South: Single-family residential neighborhoods West: Single-family residential neighborhoods
6. Area / Topography:	The vacant site is approximately 19.46 gross acres, currently occupied by an existing agricultural operation with no structures, and slopes downward slightly (2.5%) toward the northwest.
7. Environmental Determination:	An Initial Study was prepared, and a Mitigated Negative Declaration is recommended in accordance with the California Environmental Quality Act.

8. Socio-Economic Cost / Benefit Study:	The project is exempt from Measure U and no Socio-Economic Cost/Benefit Study is required.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	August 8,2019 June 9, 2022 September 13, 2022

PROPOSAL

The applicant is proposing to construct a new church and school facility with nine buildings totaling approximately 102,547 square feet. The proposed project includes an administration/preschool building, sanctuary building, parish hall, five classroom buildings (preschool through 8th grades), maintenance building, parking lots, recreation/athletic facilities (basketballl courts, playing fields, etc.). The project is located on the north of East Lugonia Avenue and approximately 300 feet west of Dearborn Street (see Attachment A – Location Map and Aerial Photo). Parking is provided on the southern portion of the site adjacent to Lugonia Avenue and on the east side of the site adjacent to Dearborn Street. A Lot Line Adjustment (Lot Merger) is included to combine two parcels into one to accommodate the future construction.

A complete set of project development plans are provided including Site Plan (Attachment B), Floor Plans (Attachment C), Architectural Elevations (Attachment D-1) and Color Renderings (Attachment D-2), Phasing Plan (Attachment E), and Landscape Plan (Attachment F). Additional project details and phasing are included in the table below.

Table 1: Proposed Project Features and Phases

Project Elements	*Purpose / Land Use*	*Building Area (square-feet)*
Phase 1		
Parish Hall Building No. 2	Indoor gathering assembly classrooms	33,925
Eastern Parking Area	340 Vehicle Spaces	
Stormwater Basin	Water Recharge	
Pavilion	Outdoor Gatherings	
Lugonia Avenue	Road widening and median	
Phase 2		
Admin/Preschool – Building 3	Admin/Preschool	9,222
Classroom – Building 4A	School	6,834
Classroom – Building 5A	School	7,425
Maintenance Building	Storage	840
Playground Area	Outdoor Gatherings/Play	
Basketball Courts	Outdoor Gatherings/Play	
Student Gathering Area	Outdoor Gathering Space	
Phase 3		
Sanctuary – Building No. 1	Church/Religious	26,282
Track and Play Field	Sporting Activities	
Southern Parking Area	180 Vehicle Spaces	
Meditation Garden	Outdoor Gathering Space	
Phase 4		
Classroom – Building 4B	School	6,834
Classroom – Building 5B	School	7,425
Classroom – Building 6	School	3,060

	Total Building Area	**102,547**

BACKGROUND

Aerial photos indicate that this site has been used for agricultural since at least 1938. Photos from 1938 to 2005 show what appears to be citrus growing on the site and in 2009, portions of the citrus have been removed from the eastern portion of the project site. County Assessors records show that this property was owned by the Hinckley family since at least 1976. The church purchased, the site in 2010, and the site has continued to be used for agriculture and is currently used for growing field crops. In October 2019, the property owner submitted a development application for the Holy Name of Jesus Church and School.

ANALYSIS

A) General Plan

The project site is currently designated as “Very Low Density Residential” in the 2035 Redlands General Plan (see Attachment G). The intent of this land use category is to encourage limited, low-density residential development that preserves hillsides, limits grading and vegetation removal, and allows beneficial agricultural use. The proposed project will be consistent with the General Plan policies listed below.

2-P.25: Encourage a variety of uses and activities, such as a mix of commercial, office, restaurant, specialty retail, and residential uses, and civic, cultural, and entertainment activities to attract visitors and residents from across the community by creating a lively, interesting social environment.

4-A.50: Ensure that opportunities are available for community-oriented services.

4-P.7: Promote a diversity of compatible land uses throughout the city, providing opportunities for the development of a range of businesses, services, residential types, and public facilities to meet the needs of the community.

5-A.20: Provide pedestrian routes between offices, neighborhoods, Downtown, and Transit Villages. Plan for direct connections from the interiors of residential tracts to neighboring parks, schools, retail, and other services using sidewalks, trails, and paseos.

B) Zoning

The project site is within the R-E, Residential Estate zone (see Attachment H-1), and is consistent with the General Plan designation. RMC Section 18.192.020 lists both private educational facilities and religious places of worship, and are allowable subject to approval of a Conditional Use Permit. The proposed project is a new religious facility with an adjoining educational facility (pre-school through eighth grade levels). As such, the proposed use is allowable subject to approval of a Conditional Use Permit.

C) Redlands Municipal Airport Land Use Compatibility Plan

The City of Redlands has adopted an Airport Land Use Compatibility Plan (ALUCP) which is intended to address land use compatibility between the Redlands Municipal Airport and

surrounding properties. The ALUCP includes five Compatibility Zones (A, B1, B2, C, and D) each with differing criteria and requirements for land development. The Compatibility Zones are based upon airport traffic patterns, land uses, and distinct geographic features, among other things. Compatibility Zone A is the most restrictive in terms of allowable land uses, criteria, and conditions, while Compatibility Zone D is the least restrictive.

The project site is located approximately 4,000 feet (or 0.75 mile) south of the airport runway, which places approximately half of the project site (northern portion) within Airport Zone D, Other Airport Environs (see Attachment H-2), defined as "other areas within the airport vicinity which are overflown less frequently or at a higher altitude by aircraft arriving and departing the airport." Zone D has negligible risk to persons and property on the ground, but there is a potential for annoyance from overflights. The average ambient noise level on the project site is approximately 55 decibels, which is entirely compatible with the noise compatibility policies in the General Plan as well as in the ALUCP. Within Zone D, there are no restrictions on land uses, except for those that are “hazards to flight” (e.g., physical, visual, and electronic forms of interference with the safety of aircraft flight) of which there will be none from the proposed project. There are no limits placed on building occupancies or the numbers of persons per acre within Zone D, and there are no requirements for open land within Zone D. There are no potentially significant environmental impacts as discussed in the Initial Study (see Attachment K-1).

The proposed project includes some building elements that exceed 60 feet tall. However, these building elements are all located on the southern portion of the project site, and are clearly outside any designated airport compatibility zones. Due to portions of the project being located within Compatibility Zone D, there is a Condition of Approval (No. 33) that requires the applicant to notify the Federal Aviation Administration's Obstruction Evaluation Division for review and approval of structures (e.g., buildings, tall light poles or field lighting, etc.), prior to permit issuance for above-ground structures.

D) Conditional Use Permit

The proposed project includes religious and school buildings composed of an administration/preschool building, sanctuary building, parish hall building, five classroom buildings for preschool through 8th grade, and a maintenance building as well as associated outdoor amenities such as play areas and sports courts.

Operational Characteristics: During the week, the site would primarily operate as a school, though smaller morning masses would take place during the week in the sanctuary and church offices within the parish hall would be in operation during the day. Weekday evenings, religious education classes and small group classes would be held in the parish hall. Weekend operations would primarily be church based with several masses planned throughout the day on Sunday. Saturdays, one mass will be held in the afternoon in the sanctuary. The sanctuary may also be used for weddings and Quinceañeras during the day. Weekend and evening uses of the parish hall include receptions, fundraisers, religious education classes and group meetings when mass within the sanctuary is not being held. Proposed operational characteristics are summarized below.

School Facility:

- Approximately five staff would serve the preschool.
- Approximately 24 staff would serve 1st through 8th grade.
- The first phase of the school would serve approximately 300 students.

- At complete buildout, the school would serve a maximum of 530 students.
- All students would be permitted on campus starting at 7:00 AM for breakfast. Classes will be held Monday through Friday, beginning at approximately 7:30 AM and ending at 3:15 PM.
- After-school care will be available and provided until 5:30 PM.

Church Facility:

- Several Masses will be held on Sundays (e.g., 7:00 AM, 9:00 AM, 11:30 AM, 1:30 PM and 5:00 PM), each approximately one hour duration.
- Mass on Saturday (e.g., 5:00 PM).
- Additional masses on Mondays through Fridays (e.g., 8:00 AM until 10:00 AM). Attendance would usually be approximately 60 to 70 people for weekday mass
- Additional services will be held during the week on occasion, such as funerals and prayer services. Attendance is expected to be under 100 people for these services.
- On Saturdays, weddings and Quinceañeras may also be held (e.g., beginning at 10:00 AM and 1:00 PM), each for approximately one hour duration. Typical attendance is expected to be less than 100 people for these services.
- Several days during the year, services inside the church may go later than 10:00 PM (such as Holy Saturday, Midnight mass, and the Feast of Our Lady of Guadalupe, among others). These services would be held indoors and typically at a capacity of 60-70% of the church building.
- No other events will take place on the school campus or parish hall on Sundays when mass is being held in the church.

Parish Hall and Offices:

- Monday through Friday, church offices will be open from 8:00 AM to 5:00 PM, with 10 to 15 staff members.
- The parish hall will be used mostly on evenings and weekends when mass is not being held in the sanctuary. The parish hall will be used during weeknights for small group meetings (between 30 and 50 people).
- Weekend and evening uses of the parish hall include receptions, fundraisers, religious education classes, and group meetings.

Outdoor events:

- Outside events similar to those of most public schools are expected, such as fiestas, carnivals, outdoor services and mass, and sporting events. Most of these will take place on the weekends and will end before 10:00 PM.

Development Standards: The proposed project will be consistent with the applicable development standards for the Residential Estate (R-E) district. Several Development Standards are discussed in the report below. For a complete list of applicable development standards, see Attachment I - Table of Development Standards.

Building Heights: In the R-E zone, the maximum building height limit is 35 feet. All proposed buildings will have a maximum building height of less than 35 feet except for the sanctuary building. Most of the sanctuary building is approximately 35 feet tall (however, decorative elements such as scalloped parapets on all four sides of the building will project above 35 feet). The building also features a bell tower topped with a cross that will extend up to 66 feet tall. RMC Section 18.152.030 includes exceptions for churches, steeples, and other architectural elements that may be allowed above the maximum height for the zone. Based on this exception, the height of the sanctuary and all other buildings will comply and can be approved.

Building Setbacks: All buildings will meet or exceed the setback requirements for the Residential Estate (R-E) District, including front yard (25 ft.), rear yard (25 ft.), side yards (10 ft.), and

parking lot distance from roadways (25 ft.). The project will provide all required setbacks as summarized in the table below. All buildings and parking areas are clearly outside the setbacks.

Table 2. Summary of Building Setbacks

Sanctuary	216’ from Lugonia Avenue
Parish Hall	172’ from Dearborn Street
School Administration Building	173 feet from Dearborn Street, 364’ from Pennsylvania Avenue
Storage Building	330’ from Pennsylvania, 198’ from the western property line
Classroom 5B	20’ side yard setback from the western side of the project

Parking: The sanctuary assembly area is the facility on-site that generates the most attendance on the weekend and requires the most parking. Based on the applicant’s stated operational characteristics, mass in the sanctuary and large events in the parish hall would not coincide. Use of the parish hall during mass on Sunday would be ancillary, meaning, attendees of activities at the parish hall on a Sunday would be parishioners already at the site for church services and therefore the parking to facilitate the full capacity of both, the sanctuary and the parish hall is not necessary. The calculation for parking onsite is based on the use that generates the highest need for parking (the sanctuary in this case). Churches require a parking ratio of 1 parking space for every three fixed seats. The sanctuary building has 1,454 fixed seats which would require a total of 485 parking spaces. As designed, the site provides 520 parking spaces, exceeding this requirement. Thirteen of these stalls are ADA-accessible spaces, three of which are designed as van-accessible spaces. To ensure onsite parking is available, Condition of Approval No. 14 has been added, requiring that no events are to be held in the parish hall during scheduled mass times at the sanctuary. As designed, the project will comply with the parking requirements of the Municipal Code.

Site Access: The project is located near the northwest corner of N. Dearborn Street and E. Lugonia Avenue (300 feet to the west). The project includes three driveways, one on Lugonia Avenue (south side of project site) and two on Dearborn Street (east side of project site).

- The main access to the project site is located on the south side from Lugonia Avenue. The vehicular access is designed as two 26-foot wide driveways side-by-side, and separated by a median to allow two lanes in and two lanes out. This driveway is designed to allow only right-turn in and right-turn out access. Within the Lugonia Avenue right-of-way, the project will construct a solid raised median with landscaping (within the existing two-way left-turn lane) which will prevent left turns into the project site.

- On Dearborn Street, a driveway will be located near the center of the site (approximately 715 feet north of Lugonia Avenue and 460 feet south of Pennsylvania Avenue). This driveway, like the main access on Lugonia Avenue, is designed to allow two lanes in and two lanes out. Turn movements will not be restricted at this driveway.

- A third driveway will also be constructed on Dearborn Street, located at the northwest portion of the project site. This is a smaller driveway with a single lane in and single lane out, with no restricted turn movements.

- No project access driveways will be constructed on Pennsylvania Avenue (north side of project

site). Pennsylvania Avenue will provide a single travel lane for partial access across the northerly boundary of the project site, but will not be fully constructed at its full width; this is due to the inability to obtain the necessary right-of-way (along the north side of Pennsylvania Avenue opposite the project site) to allow the construction of the full street width. The project will be required to dedicate a portion of the right-of-way and construct the Pennsylvania Avenue improvements along the project's frontage (i.e., the south half of Pennsylvania Avenue). Street improvements will include curb, gutter, sidewalk, a terminus (where the street currently ends), and landscape only, which will allow pedestrian connectivity across the entire northern side of the project site.

Student Drop-off and Pickup: The applicant has provided a diagram showing how vehicles would approach the site for student pickup (Attachment B). Based upon this diagram, vehicles would approach the site from the north. The purpose of this is to avoid queuing onto Lugonia Avenue and left turns into the parking lot. Approaching vehicles would make a right turn into the southernmost driveway on Dearborn Street. Once inside the parking lot, cars would follow the internal circulation pattern to the front of the school area for drop-off. From there, drivers could exit by making a right turn exiting to Dearborn Street. During student pickup and drop-off times, the parking lot would be available that would allow parents to park and wait (thereby reducing queuing outside the project site). Following the construction of the southerly parking area (Phase 3), vehicles will be able to exit onto Lugonia Avenue (right turn only) at the south end of the site.

Landscape Plan: The Preliminary Landscape Plan (Attachment F) includes the proposed plant and tree palettes. Overall, the site is heavily landscaped with a total of 40.6% (or 330,056 square feet) of the entire project site with landscaping. The plan has a total of 509 trees and a variety of shrubs that will be planted throughout the site. The proposed landscaping will be drought-tolerant and will be required to adhere to the City's Water Efficient Landscaping Ordinance and the Redlands Municipal Code landscaping requirements. A condition of approval requires plant selections that will not attract heavy concentrations of birds near the airport.

The proposed landscape plan substantially complies with the requirements for parking lot landscaping, and 9.3% (or 18,886 square-feet) of landscaping is provided within the parking lot, which exceeds the minimum requirement of 7% for the parking lot. A 25-foot landscape buffer will be installed adjacent to both Lugonia Avenue and Dearborn Street, which will include berms and shrubs, to screen vehicles within the parking areas. Trees included within the parking area have been selected from the City approved parking lot tree list and include Palo Verde, Swan Hill Olive, Australian Willow, and Orchid trees.

Proposed Architectural Design: The project is designed with a Mission Revival style of architecture and includes a variety of architectural elements. The proposed designs of the buildings comply with the City's Architectural Design Guidelines for new development projects. See Attachment J for a table of the design guidelines and how the proposed project will meet the suggested guidelines.

The primary exterior finish for all buildings is white, smooth stucco walls with clay roof tiles. Other architectural elements used for the sanctuary and parish hall buildings include scalloped parapets, exposed rafter tails, arched window openings with multi-paned windows and a broad cornice treatment. The sanctuary building features a bell tower element adorned with a cross that extends to over 60 feet tall as a primary element. The rooflines of the parish hall and sanctuary are varied and include tile roofs for most of the building. In other areas of these buildings, scalloped parapet walls and corniced parapet walls are decorative and will screen rooftop mechanical equipment. The architectural features provided for the sanctuary and parish hall are carried throughout the project into classroom buildings, though they are slightly less

adorned. The color pallet and materials used, such as the tile roofing and white stucco are used throughout, and exposed rafters are included on all buildings. Classrooms include pitched roofs and corniced parapet walls to screen rooftop equipment.

E) Lot Merger

A Lot Merger is required as the project site currently consists of two separate parcels, and the proposal would result in one totaling 19.46 acres for development. The merging of the lots will be consistent with the RMC and will meet the code requirements for minimum width, depth, and lot area. A Condition of Approval has been added requiring the recordation of the Lot Merger/Lot Line Adjustment prior to the issuance of a building permit.

Table 3. Development Standards for Lot Lie Adjustment

Development Standard	*Required*	*Provided*	*Complies?*
Lot Width	100 ft. minimum	658 ft.	Yes
Lot Depth	120 ft. minimum	1,285 ft.	Yes
Lot Area	14,000 sq. ft. minimum	847,751 sq. ft. (19.46 acres)	Yes

F) Socio-Economic Cost/Benefit Study

Measure U includes a requirement to prepare a Socio-Economic Cost/Benefit Study, which would generally apply to development projects involving new construction exceeding 5,000 square-feet of floor area. On December 3, 2019, the City Council adopted Resolution No. 8051 determining that non-residential projects filed by nonprofit organizations shall be exempt from Measure U. Based upon this determination, the proposed project for a new church and school facility is not required to prepare a Socio-Economic Cost/Benefit Study.

ENVIRONMENTAL REVIEW

Initial Study & Mitigated Negative Declaration: The Initial Study (Attachment K-1) prepared for the project is based on Appendix G of the CEQA Guidelines, and includes all the standard topics of analysis including: aesthetics; air quality; cultural resources; energy; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; noise; population and housing; public services; transportation; tribal cultural resources; and utilities and service systems. The document was prepared using the appropriate criteria and thresholds for a Mitigated Negative Declaration (MND) in compliance with CEQA.

Public Review & Comment Period: The required 30-day public review and comment period began on June 9, 2022 and ended on July 8, 2022. The Notice of Intent was published in a local newspaper as well as posted to OPR's State Clearinghouse website for CEQA documents (SCH No. 2022060178). The Initial Study and related documents are also posted on the City's webpage for environmental documents at https://www.cityofredlands.org/post/environmental-documents.

Mitigation Measures: The Mitigation Monitoring/Reporting Program (Attachment K-2) includes a total of seven (7) mitigation measures pertaining to Cultural Resources, Hazards and Hazardous

Materials, and Tribal Cultural Resources. All mitigation measures and project design features pertain to the construction phases of the project and will ensure that the environmental effects of the project will remain less than significant. No mitigation measures are necessary for any operational aspects of the project or will need future monitoring. After mitigation, no potentially significant impacts were identified as a result of the project, and the mitigation measures will be incorporated into the project as mandatory Conditions of Approval.

Public Comments: The City received a total of 102 comment letters during the 30-day public review/comment period. A total of 98 letters were from residents and parishioners of the church in support of the project. Two (2) letters were from adjacent residents in opposition to the project and cited concerns related to traffic on Lugonia Avenue, crime, and construction dust. Two State agencies, the California Department of Fish and Wildlife (CDFW) and the Department of Toxic Substances Control (DTSC), commented on the project.

CDFW provided comments related to potential presence of nesting birds, burrowing owls and San Bernardino Kangaroo Rat on the project site. The biological study prepared for the project included a habitat suitability assessment for nesting birds, Burrowing owl, California gnatcatcher, raptors, and small mammals such as the San Bernardino Kangaroo Rat (SBKR) and Los Angeles Pocket mouse and concluded that no nesting birds or habitat occurs onsite for any of the previously noted birds or mammals. The project site is agricultural in nature and there has been no lapse in the agricultural use of the site, which has precluded and would likely preclude nesting birds as well as burrowing owls in the future from nesting on the site. Similarly, SBKR prefers fallow agricultural fields. Active agricultural fields or the water in the fields are not typical habitat for SBKR. The biological study prepared for the project found that the above-referenced species and habitats are very unlikely to be present on the project site; however, in an abundance of caution, the surveys by CDFW will be required as Condition of Approval Nos. 38, 39, 40, and 41.

DTSC requested identification of whether there were any current or historic releases of hazardous substances onsite and requested that the presence of hazardous materials related to building materials such as lead based paints and asbestos be discussed. A Phase I Environmental Assessment was prepared for the project and concluded that no releases have occurred onsite. No structures are onsite and therefore, no release of toxic substances related to building materials would occur. However, due to the current and historic agricultural uses of the site, the existing use was categorized as a Recognized Environmental Concern as discussed in the IS/MND, and as the DTSC mentions should be done in their letter. As such, Mitigation Measure HAZ-1 was incorporated which would require the applicant to prepare a Phase II site investigation for the project. The Phase II will include soil and water testing for signs of contamination and comparison of lab results with local, state and federal regulatory guidelines to determine what, if any, remediation may be necessary.

Comments from local transit provider Omnitrans included a request for an ADA-accessible bus stop to be placed adjacent to the project site. Based on this request, Condition of Approval No. 34 has been added that requires the applicant to coordinate with Omnitrans to provide the requested improvements.

All comments have been reviewed by the City's environmental consultant, and the consultant has prepared a Response to Comments document that includes all comments and detailed responses (see Attachment K-3). There is no information or substantial evidence before the City indicating any potentially significant environmental effects may occur as a result of the proposed project. The proposed mitigation measures are adequate to address all environmental impacts

of the project, and the MND is the appropriate environmental document and determination for the project.

FINDINGS

The relevant Findings for all requested entitlements are included in the resolution attached to this staff report.

RECOMMENDATIONS

Based on the analysis above, staff recommends that the Planning Commission adopt Resolution No. 1590 (Attachment L-1) to adopt and certify the environmental document (Mitigated Negative Declaration) for the proposed project, approve Lot Line Adjustment No. 640, and approve Conditional Use Permit No. 1136.

MOTIONS

If the Planning Commission deems it appropriate, staff recommends the following motion:

> "I move to adopt Resolution No. 1590 and adopt the Mitigated Negative Declaration prepared for the project, and approve Lot Line Adjustment No. 640 and Conditional Use Permit No. 1138, based on the findings contained in the resolution and the attached conditions of approval."

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Site Plan
Attachment C: Floor Plans
Attachment D-1: Building Elevations
Attachment D-2: Color Renderings
Attachment E: Phasing Plan
Attachment F: Landscape Plans
Attachment G: General Plan Land Use Map
Attachment H-1: Zone Map
Attachment H-2: Airport Zones Map
Attachment I: Table of Development Standards
Attachment J: Table of Architectural Design Guidelines
Attachment K-1: Initial Study/Mitigated Negative Declaration
Attachment K-2: Mitigation Monitoring and Report Program
Attachment K-3: Comments and Responses to Comments
Attachment L-1: Resolution No. 1590
Attachment L-2: Exhibit B (Engineering Conditions of Approval)

RESOLUTION NO. 1590

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1136 AND LOT LINE ADJUSTMENT NO 659 FOR A PROPOSED RELIGIOUS FACILITY AND ELEMENTARY SCHOOL PROJECT LOCATED NEAR THE NORTHWEST CORNER OF EAST LUGONIA AVENUE AND DEARBORN STREET.

WHEREAS, the Holy Name of Jesus Catholic Community ("Applicant") has submitted a development application for Conditional Use Permit No. 1136 to construct a church and school facility which includes nine buildings totaling 102,574 square feet of building area on 19.46 gross acres of land located on the north side of Lugonia Avenue, and approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000); and

WHEREAS, the Applicant has also submitted an application for Lot Line Adjustment No. 659 to merge two parcels into a single 19.4 acre parcel for development purposes; and

WHEREAS, the above-referenced applications filed with the City of Redlands are referred to hereinafter as the "Project" and "Project Entitlements"; and

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared for the Project and circulated for public review for a period of thirty days beginning on June 9, 2022, and ending on July 8, 2022; and

WHEREAS on September 23, 2022, notice of the Planning Commission's public hearing for the Project and the related Project Entitlements was published in the Redlands Daily Facts and notices were mailed to property owners within a 300-foot radius; and

WHEREAS, on October 5, 2022, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by staff, the applicant and by members of the public; and

WHEREAS, the Project is subject to the California Environmental Quality Act (CEQA), the City has prepared an Initial Study for the Project in accordance with the State CEQA Guidelines, exercised its own independent judgment and analysis and there is no substantial evidence that the proposed project may have a significant effect on the environment, the custodian of records is the Planning Division of the Development Services Department, and a Mitigated Negative Declaration has been prepared in accordance with the State CEQA Guidelines; and

WHEREAS, the proposed land use is permitted in the R-E, Estate Residential zoning district (subject to approval of a Conditional Use Permit) wherein the project site is located; and

WHEREAS, following the public hearing on October 5, 2022, the Planning Commission determined that approval of the proposal is in the best interests of the public health, safety and general welfare.

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

SECTION 1. RECOMMENDATION ON ENVIRONMENTAL DETERMINATION. The Planning Commission recommends adoption of a Mitigated Negative Declaration for the Project in accordance with the California Environmental Quality Act (CEQA). The City as the Lead Agency has prepared an Initial Study in accordance with the State CEQA Guidelines, there is no substantial evidence that the proposed project may have a significant effect on the environment, and a Mitigated Negative Declaration with Mitigation Monitoring/Reporting Program is the appropriate environmental determination.

SECTION 2. GENERAL PLAN CONSISTENCY. The proposed Project is consistent with the existing General Plan land use designation as 'Very Low Density Residential' and applicable policies for the 19.4 acres located near the northwest corner of N. Dearborn Street and Lugonia Avenue.

SECTION 3. Findings for Approval of Conditional Use Permit No. 1136. The proposed Conditional Use Permit No. 1136 is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department (Exhibit "A") and Development Services Land Use Engineering Division (Exhibit "B") attached hereto:

1. That the proposed development will not adversely affect the applicable land use plans of the city.

The proposed project will not result in any changes to applicable land use plans and is consistent with several Principles and Actions in the 2035 General Plan. The project will operate within the requirements of the R-E (Residential Estate) District and the Very Low Residential Density land use designation of the General Plan.

2. That the proposed development will not be detrimental to the public health, safety and welfare.

The proposed project will not be detrimental to public health, safety and welfare. The proposed project will be constructed in compliance with all applicable design and engineering requirements, including the California Building Code, California Fire Code, applicable provisions of the Redlands Municipal Code, and all applicable site design and engineering standards. The proposed project will provide desirable church and school services which are an overall benefit to the City. The project will construct sidewalks and roadway improvements adjacent to the project that will increase public safety, health and welfare. These improvements include road widening and a median on Lugonia Avenue and a new sidewalk on Pennsylvania which will provide an east to west pedestrian connection for neighborhoods on the north of the project. There will be no anticipated conflicts or hazards in terms of vehicle traffic or pedestrians traveling along Lugonia Avenue, Dearborn Street, or nearby intersections.

3. That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards.

The proposed development will comply to the maximum extent feasible with the regulations of the City's 2035 General Plan, the applicable zoning district, and the City's development standards. The General Plan designation for the project site is Very Low Density Residential, and the Residential Estate (R-E) zoning permits religious and educational facilities subject to a Conditional Use Permit. The conceptual site plan indicates the proposed development will be in conformance with the applicable development standards of the R-E, Residential Estate zone and applicable design and development standards.

4. That the proposed development is appropriate at the proposed location.

The project is located on an undeveloped agricultural lot that is surrounded by residential development. The project will provide a private preschool through eighth grade school, a church building and a parish hall for meeting and events on the east side of the City. The addition of the type of community services provided by private schools and churches in this location are desirable and serve will contribute to a beneficial mix of land uses in a primarily residential area. The project location allows access from Lugonia avenue which will be a fully improved Minor Arterial street. The parcel's size is suitable to allow the type of development necessary to build the proposed facility and allow adequate separation of uses from the buildings on site to the adjacent residential uses.

SECTION 4. PROJECT APPROVAL. The Planning Commission of the City of Redlands hereby approves Conditional Use Permit No. 1136 and Lot Line Adjustment No. 659, subject to the Conditions of Approval attached hereto as Exhibit "A" and Exhibit "B."

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED, AND APPROVED this 5th day of October, 2022.

Steven Frasher, Chair
Planning Commission

ATTEST:

Linda McCasland, Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 5th day of October, 2022, by the following vote:

AYES: 6
NOES: 0
ABSENT: 1
ABSTAIN: 0

Linda McCasland,
Secretary to the Planning Commission

EXHIBIT A
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICES DEPARTMENT
CONDITIONAL USE PERMIT NO. 1136

Planning Division

1. This permit/approval for Conditional Use Permit No. 1136 authorizes construction and operation of a church facility and school facility including nine buildings totaling 102,574 square feet on 19.46 gross acres. Proposed buildings include a sanctuary building, a parish hall, an administration/preschool building, five classroom buildings, and a maintenance building. The project site is located on the north side of East Lugonia Avenue, and approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000).

2. This permit/approval for a Conditional Use Permit shall automatically expire 24 months after the approval date (will expire on October 5, 2024) unless Developer has diligently developed the proposed project, as shown by the issuance for a grading, foundation, engineering, or building permit(s). An extension of time may be granted in accordance with Section 18.92.090 of the Redlands Municipal Code. The city council may, upon submittal of a written application for a time extension by the holder of the permit and prior to the expiration date, grant a one (1) year extension of time; provided, however, that the total number of extensions shall not exceed three.

3. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

4. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the

Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

5. By signing and/or using this permit, the permittee acknowledges all of the conditions imposed and accepts this permit subject to those conditions and with full awareness of the applicable provisions of the Redlands Municipal Code including Title 15 (Buildings and Construction), Title 16 (General Plan), Title 17 (Subdivision Regulations), and Title 18 (Zoning Regulations). Failure of the permittee to sign these conditions does not affect their enforceability by the City or other responsible entity. These conditions are binding upon all future property owners and occupants of the subject property.

6. This permit/approval is granted for the project plans dated August 29, 2022 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions.

7. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code.

8. All plans submitted to the City shall reflect all Planning Commission and/or City Council approvals and any other changes required by the Commission, Council and/or staff. This condition applies to site plans, landscape plans, elevations, grading, and all other illustrations, text, or plans submitted to the City in connection with the project.

9. No Certificate of Occupancy shall be granted for a building or phase, or building permit shall receive final approval and signature, until all applicable Conditions of Approval have been satisfied for that building or phase.

10. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design, grading plan, landscape plan, or building elevations without first consulting with the Development Services Director or designee.

11. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

12. The applicant shall comply with all applicable federal, state, and local laws. Violations or convictions of any of those laws in connection with the use may be cause for revocation of this permit.

13. Developer shall provide off-street parking for the project, including the number/types of spaces, stall dimensions, paving, striping, location, and access, as required by the Redlands Municipal Code. Prior to issuance of a building permit for any building, the Developer shall provide the typical drive aisle width and typical parking space dimensions for each row of parking (within each parking area, lot, garage, or structure) shown on the Site Plan, Floor

Plan, and Civil Plans. Prior to issuance of an engineering permit for streets and off-site improvements, the Developer shall provide the typical parking space dimensions for each row of parking (for each on-street parking area or row) shown on the Street Improvement Plans.

14. No events shall be held within the parish hall during scheduled weekend mass in the sanctuary. Use of the parish hall shall be limited to only allow ancillary/incidental activities related to scheduled mass within the sanctuary.

15. Developer may not modify any use approved by this permit unless the Planning Division determines that Developer has provided the parking required by the Redlands Municipal Code for the modified use.

16. Prior to issuance of a building permit, Developer shall submit final exterior building material(s) and color scheme for review and approval by the City Planner or designee. Plans submitted by Developer with building permit applications shall show on the building elevation sheets: all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish, etc.); trim features and dimensions around doors, windows, and other openings; exterior lighting, including all fixtures, models and numbers, and light cut sheets or manufacturer sheets; and rooftop equipment screening.

17. Prior to issuance of a building permit for a building, Developer shall submit landscape and irrigation construction plans. Developer shall coordinate with staff to finalize the precise planting plan, including but not limited to: specifying landscape screening for any ground-mounted equipment or utilities; clustering or greater density of planting around focal points (e.g., major entries and intersection corners); accommodating the required corner cutoff area where driveways intersect streets; and avoiding excessive use of decorative rock, gravel, or wood chips as a substitute for organic groundcover.

18. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation. Shrubs, hedges, groundcovers, screening landscape, etc., shall be required to be maintained and/or replaced on the subject properties in substantial conformance with the approved landscape planting plan. A qualified arborist or horticulturist may be consulted.

19. Trees shall be allowed to grow to the full genetic height and habit (trees shall not be topped or overly trimmed). Trees shall be maintained using standard arboriculture practices. Trees shall be required to be maintained and/or replaced on the subject properties in substantial conformance with the approved tree planting plan. A qualified arborist or horticulturist may be consulted.

20. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee. Prior to building permit issuance, a lighting and photometric plan shall be submitted demonstrating that adequate lighting ranges will be provided throughout the development

without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting.

21. Prior to issuance of building permits, Developer shall demonstrate that light poles will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet. Fixtures on exterior light poles shall direct lighting downward (e.g., contain a flat lens and/or have shielding that directs light downward and contains glare).

22. The Final Landscape Plans shall incorporate the following:

a. The landscape plan shall comply with all requirements for landscaping in pursuant to the Redlands Municipal Code including Section 15.54 Water Efficient Landscape Requirements.
b. The landscape plans shall be detailed and show the specific distribution, size, and amount of each species of trees, shrubs, and groundcover;
c. All plant material shall be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three (3) years;
d. Trees with a trunk height of not less than six feet (6') shall be installed in the planters at each end of an aisle, at three (3) space intervals throughout the parking area, and at twenty-foot (20') intervals along the periphery of the parking area. Within parking areas, trees may be clustered in groups to achieve a more natural setting provided the total number of trees meets the previous planting requirements;
e. At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the parking area;
f. At least fifty percent (50%) of the trees shall be fifteen (15) gallon in size, twenty five percent (25%) shall be twenty-four-inch (24") box size, and twenty five percent (25%) shall be thirty-six-inch (36") box in size. All trees shall meet the following minimum caliper sizes. If the caliper size cannot be met at the container size, then the developer shall increase the container size to meet the required caliper;
g. All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/developer shall be in violation of its conditions of approval and subject to enforcement as allowed by law;
h. All landscape planters that are ten feet (10') or less in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots; and
i. An automatic irrigation system shall be utilized to irrigate the site's approved landscape design;
j. Where automobile bumpers overhang landscaped planters, two feet (2') of clear areas unobstructed by trees or shrubs shall be provided for overhang.

k. A solid hedge row to be maintained at a height of 3 feet, upon maturity, shall be planted along the perimeter of the parking lot, where adjacent to the public right-of-way to screen the parking lot.

23. The landscape architect responsible for the design of the project's landscape plan shall review and certify, prior to a request by the applicant for a final occupancy inspection, that the installed landscaping meets the specifications of the approved landscape plan, except as modified in the conditions of approval.

24. Prior to the issuance of building permits, the applicant shall submit plans detailing that roof screening is of adequate height to screen any roof-top equipment from public view on all sides, subject to review and approval by the Development Services Director. Screening of air conditioning units and other equipment on the buildings shall be incorporated into or compatible with the architectural design of the buildings. All equipment shall be screened from public view of adjacent roadways and freeways. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color.

25. Any gutters, downspouts, pipes, and other drainage appurtenances shall be designed and shall be placed (e.g., internal to the building or inside the exterior walls) so that they will not be visible from the front of the property (i.e., from public right-of-way) or other major public vantage points.

26. Utility meters shall be fully screened and incorporated into the overall architectural design of the building (e.g., interior room, cabinet with wing wall, or equivalent complete screening). Any enclosures or screening shall be architecturally treated to match the exterior of the attached structure.

27. The project site shall be kept in a weed and dust free condition throughout all periods of construction.

28. The applicant shall obtain a Minor Exception Permit prior to the issuance of a building permit for any walls or fences exceeding six feet (6'0") in height.

29. Prior to issuance of any building or engineering permit for any building or phase of the project, the Developer shall prepare and submit a Construction Parking Management Plan for all contractors, workers, and deliveries related to the project site. The Construction Parking Management Plan shall identify areas of the project site, surrounding private properties (with property owner's authorization), and surrounding public streets that construction personnel may utilize. Deliveries of construction materials, equipment, trailers, vehicles, etc., shall be performed on the project site to the extent practicable, and avoid the use of public streets and rights-of-way if possible. The Developer and/or on-site primary general contractor (superintendent) shall have responsibility for monitoring and enforcing

the approved parking management plan. The plan shall be subject to review and approval by the City Planner or designee, and may be modified by the City after approval to mitigate any unanticipated impacts or public nuisance conditions.

30. Prior to any use of any public street or right-of-way for construction-related activities, the Developer shall submit and receive approval for a Traffic Control Plan. Developer shall be responsible for repairing, replacing, or financially compensating any damages to public rights-of-way (including but not limited to paving, sidewalks, driveways, curbs and gutters, storm drain facilities, parkway landscape, street trees, public utilities, etc.) to the satisfaction of the Director(s) of the Municipal Utilities & Engineering Department and/or the Facilities & Community Services Department, or their designee(s), as applicable.

31. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Solid Waste Division, or Developer shall arrange for self-hauling to an authorized facility.

32. Prior to the issuance of a building permit, Lot Line Adjustment No. 659 shall be recorded.

33. Bus Stop: Prior to issuance of any building or engineering (site improvement) permits, Developer shall coordinate placement of the bus stop on the Site Plan (i.e., existing, new or relocated bus stop location along Lugonia Avenue abutting the project site), in accordance with RMC Section 18.224.020(F). Developer shall coordinate placement of bus stop improvements on the Site Plan in cooperation with Omnitrans and the City, and Developer shall construct the necessary improvements to accommodate an ADA-compliant bus stop in front of the project to include a 25-foot length of 10-foot-wide sidewalk to provide a passenger boarding area and to accommodate a possible bus shelter in the future.

34. Bicycle Facilities: New nonresidential and multi-family (of 10 or more units) developments shall install bicycle racks or secured lockers at a rate of one per thirty (30) parking spaces with a minimum of a three (3) space bicycle rack. Plans submitted to Plan Check shall include information and specifications to verify this requirement has been met.

35. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

36. Prior to the issuance of a building permit for the second phase of the project (school buildings), the applicant shall provide a detailed student pick up and drop off plan. The plan shall include details for staffing, traffic management on site and parent information distribution.

Airport-Related Conditions of Approval

37. A portion of the project site is in the vicinity of the Redlands Municipal Airport, within Airport Zone D (Other Airport Environs). The following conditions shall be applicable to the project:

a. Notice of Proposed Construction or Alteration. All applicants for structures within an Airport Overlay Zone shall be required to file a Form(s) 7460-1 "Notice of Proposed Construction or Alteration" with the Federal Aviation Administration (FAA) pursuant to Part 77 of the Federal Aviation Regulations (14 CFR Part 77) as may be required for each building or structure (including but not limited to athletic field light poles). No building permit shall be issued for any structure subject to 14 CFR Part 77 unless and until the developer submits to the Development Services Director, or designee, proof of submission of the Notice of Proposed Construction or Alteration and copies of all documentation received from the FAA in response to such Notice including the determination and any final decision of the FAA as to whether the proposed structure would be an obstruction or hazard to air navigation.

b. Obstruction Determination. In the event the FAA determines that one or more of the proposed structures would be an obstruction to air navigation, a building permit for the structure may be issued subject to the applicant complying with all applicable provisions of the Redlands Municipal Code and 14 CFR Part 77. If the FAA imposes any conditions or requirements upon the proposed structure as part of its determination, including but not limited to lighting or marking (painting) requirements, the applicant shall demonstrate compliance with such conditions or requirements on the plans submitted for building permit approval.

c. The applicant must coordinate with the FAA and file their Form 7460 concerning construction and height restrictions, both permanent and those that are temporary caused by construction (i.e., crane, construction equipment, etc.). The Form 7460 can be found on the FAA's Obstruction Evaluation/Airport Airspace Analysis website at 'https://oeaaa.faa.gov/oeaaa/external/portal.jsp'.

d. Developer shall file a Form(s) 7460-2 "Notice of Actual Construction or Alteration" within five (5) days after each new building or other structure (e.g., athletic field light poles) reaches its maximum height after completion of construction.

38. Prior to issuance of any building permits, the Developer shall include on all construction plans any and all recommendations and/or requirements from the Federal Aviation Administration regarding structure marking and/or lighting (in accordance with FAA Advisory Circular AC 70/7460-1K, "Obstruction Marking and Lighting").

39. All outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing and have high cut-off lenses or fixtures. This requirement pertains to all outdoor lighting including, but not limited to, the following: parking lot lighting, roadway or drive aisle light poles, athletic field light poles, fixtures on buildings or other structures, and all other methods of substantial outdoor lighting.

40. The following uses shall be prohibited:

a. Any use which would direct a steady light or flashing light of red, white, green, blue, yellow, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

b. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach toward landing at an airport.

c. Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area defined as a two (2) mile radius around the boundaries of the Redlands Municipal Airport. Such uses include: landscaping utilizing water features; aquaculture; outdoor production of cereal grains, sunflower, and row crops; composting operations; wastewater management facilities; artificial marshes; trash transfer stations that are open on one or more sides; recycling centers containing putrescible wastes; construction and demolition debris facilities; fly ash disposal; and incinerators.

d. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

e. Highly noise-sensitive outdoor nonresidential uses.

f. Any use which results in a hazard to flight, including physical (e.g., tall objects), visual, and electronic forms of interference with the safety of aircraft operations.

41. A Deed Notice regarding an airport in the vicinity (Redlands Municipal Airport) shall be recorded on each title(s) of the subject property.

42. The project may contain an above-ground water runoff detention basin or system, which shall not contain permanent surface water or attract wildlife. All stormwater basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the basins (within Airport Zone D) that would provide food or cover for birds would be incompatible with airport operations, and shall not be utilized in project landscaping. Trees shall be spaced so to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the basin(s) shall not include trees or shrubs that produce seeds, fruit, or berries.

a. Proposed landscape plans shall be reviewed for airport compatibility (i.e., not provide attractants to birds or wildlife) prior to permit issuance. Staff may require

modifications or changes to the conceptual landscape plan to ensure compatibility with airport and flight operations.

b. A notice sign shall be permanently affixed to each stormwater basin(s) with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes with aircraft." The sign shall also include the name, telephone number, or other contact information of the person or entity responsible to monitor and maintain the stormwater basin (i.e., to prevent or reduce overgrowth).

43. This approved project that has been evaluated consists of the project description as listed on Condition No. 1. For those portions of the project site within Airport Zone D (Other Airport Environs): any increase in building area, change in use to any higher-intensity use, change in building location, new proposed buildings or other exterior structures (including but not limited to exterior building additions, light poles, antennas, and any other structures) may require additional evaluation of consistency with the Redlands ALUCP compatibility criteria, at the discretion of the Development Services Director.

Environmental Conditions of Approval

44. Applicant shall ensure that impacts to nesting bird species at the project site are avoided through the implementation of preconstruction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.

A. Applicant shall designate a biologist (Designated Biologist) experienced in: identifying local and migratory bird species of special concern; conducting bird surveys using appropriate survey methodology; nesting surveying techniques, recognizing breeding and nesting behaviors, locating nests and breeding territories, and identifying nesting stages and nest success; determining/establishing appropriate avoidance and minimization measures; and monitoring the efficacy of implemented avoidance and minimization measures.

B. Surveys shall be conducted by the Designated Biologist at the appropriate time of day/night, during appropriate weather conditions, no more than 3 days prior to the initiation of project activities. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of the project site; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. If a nest is suspected, but not confirmed, the Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. If a nest is observed, but thought to be inactive, the Designated Biologist shall monitor the nest for one hour (four hours for raptors during the non-breeding season) prior to approaching the nest to determine status. The Designated Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate.

C. When an active nest is confirmed, the Designated Biologist shall immediately establish a conservative avoidance buffer surrounding the nest based on their best professional judgement and experience. The Designated Biologist shall monitor the nest at the onset of project activities, and at the onset of any changes in such project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist determines that such project activities may be causing an adverse reaction, the Designated Biologist shall adjust the buffer accordingly or implement alternative avoidance and minimization measures, such as redirecting or rescheduling construction or erecting sound barriers.

45. Applicant shall designate a burrowing owl biologist (Designated Biologist) that is knowledgeable about the burrowing owl, including its natural history, habitat requirements, seasonal movements, and range, to survey and monitor for burrowing owls prior to project activities. The Designated Biologist shall complete necessary surveys, impact assessments, and associated reports following the recommendations and guidelines provided within the Staff Report on Burrowing Owl Mitigation (Department of Fish and Game, March 2012) or similar approach. The survey(s) shall encompass the entire project site and a 150-meter buffer surrounding it, and it shall occur at a time of the day when most burrowing owls are active. Pre-construction burrowing owl surveys shall also be conducted by the Designated Biologist 3 days prior to the start of project activities.

If pre-construction surveys confirm occupied burrowing owl habitat in or adjoining areas subject to project activities, the Applicant shall inform CDFW immediately of the burrowing owl(s) location and status. The Applicant will avoid all impacts to burrowing owls onsite. A Burrowing Owl Protection Plan (plan) will be prepared by a qualified biologist, which must be approved by CDFW prior to initiating the project. The Applicant shall conduct an impact assessment, in accordance with Staff Report on Burrowing Owl Mitigation prior to commencing project activities, to assist in the development of avoidance, minimization, and mitigation measures. Mitigation may include acquisition and in-perpetuity conservation of occupied burrowing owl habitat. To avoid direct take of owls, the Designated Biologist shall establish a conservative avoidance buffer and monitoring shall occur, if deemed necessary, based on identified activities. If relocation/passive exclusion is deemed necessary Applicant shall prepare a Burrowing Owl Exclusion Plan for CDFW review and approval, in accordance with Staff Report on Burrowing Owl Mitigation (Department of Fish and Game, March 2012).

46. The Applicant shall assess potential impacts to SBKR through the implementation of pre-project, protocol-level trapping surveys (completed by a permitted biologist). Trapping shall be completed at the appropriate time of year, during appropriate temperatures, according to the biologist's permit requirements, and shall be designed to provide a comprehensive analysis of the site's potential occupancy. If SBKR are present, the Applicant shall suspend all project activities within areas potentially occupied by SBKR and shall seek appropriate authorization prior to project implementation. This includes an incidental take permit (ITP) or other CESA authorization.

47. If SBKR are present within or adjacent to the project site, the Applicant shall ensure nighttime construction lighting and noise does not impact wildlife outside of the project area. If nighttime construction is required, Applicant shall submit to CDFW for review and approval a Light and Noise Attenuation Plan no later than 30 days prior to commencement of project activities. The plan shall be prepared by a qualified biologist, familiar with local species, and shall include project-specific avoidance and minimization measures designed to minimize impacts to wildlife adjacent to the project area, including having a qualified biologist monitor the adjacent habitats during all nighttime construction and implementing shielding techniques such as the use of fence slats, netting, mesh, or tarps.

All permanent lighting shall be designed and installed to prevent light spillover into adjacent habitat. Applicant shall not install lighting (e.g., street lighting, sports lighting, trail lighting, etc.) that produces illuminance (lux) outside of the project area, onto adjacent habitat. Applicant shall ensure any new lighting installations use wildlife friendly lighting (e.g., amber LEDs or low-pressure sodium) and incorporates shielding so that lighting can be directed onto the Project site and away from the adjacent habitat. Proposed lighting may incorporate newer technologies associated with lower brightness levels, user activation (motion sensing), and/or designated hours of operation. Wildlife friendly lighting (e.g., amber LEDs, low-pressure sodium bulbs, solar powered pavement markers, and/or other technology that diminishes blue-light emissions) should be included to additionally reduce impacts to wildlife in adjacent natural areas.

48. CUL-1 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease, the City shall be notified, and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the San Manuel Band of Mission Indians Cultural Resources Department (SMBMI) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or post-contact finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input to the City with regards to significance and treatment.

49. CUL-2 If significant pre-contact and/or post-contact cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to SMBMI and the City for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

50. SM-1 The applicant shall provide an assessment as to whether grading for the proposed project will impact underlying soil units or geologic formations that have a moderate to high potential to yield fossiliferous materials, prior to issuance of a grading permit. If the potential for fossil discovery is moderate to high, require applicants to provide a paleontological monitor during rough grading of the project.

51. SM-2 The applicant shall establish a procedure for the management of paleontological materials found on-site during development, including the following provisions:

a. If materials are found on-site during grading, require that work be halted until a qualified professional evaluates the find to determine if it represents a significant paleontological resource.

b. If the resource is determined to be significant, the paleontologist shall supervise removal of the material and determine the most appropriate archival storage of the material.

c. Appropriate materials shall be prepared, catalogued, and archived at the applicant's expense and shall be retained within San Bernardino County if feasible.

52. HAZ-1: The Project applicant shall prepare a Phase II site investigation for the Project which shall evaluate the potential environmental impacts identified during the Phase I Environmental Site Assessment. The Phase II site investigation shall be conducted and evaluated by a licensed professional prior to issuance of a grading permit for construction and earthwork activities. If soil and/or groundwater contamination is identified above the applicable Regional Water Board's ESLs, the findings of the Phase II investigation shall be submitted to the local and state regulatory agency for determination of potential remediation requirements. Remediation shall be performed in accordance with the regulatory agency requirements for the protection of public health and the environment. Remediation for identified contamination could include, but is not limited to, source removal The findings of the Phase II site investigation shall be used for development of a project-specific Construction Risk Management Plan (CRMP). The CRMP shall delineate specific soil and groundwater management and disposal procedures, construction worker health and safety requirements, and contingency measures in case unknown contamination is encountered during construction.

53. SM-1: Improvements at the Project driveways are Project design features which shall be constructed by the Project. Site-adjacent roadway improvements shall be constructed in conjunction with the Project.

54. SM-2: On-site and site-adjacent improvements including Project driveways, roadway design, traffic signing and striping, and traffic control improvements relating to the proposed Project should be constructed in accordance with applicable engineering standards and to the satisfaction of the City of Redlands.

55. SM-3: Sight distance at Project access points would comply with applicable City of Redlands/California Department of Transportation sight distance standards. The final grading, landscaping, and street improvement plans would demonstrate that sight distance standards are met.

56. TCR-1: Prior to the issuance of any ground disturbance-related permits (such as grading permits), the project developer/applicant shall provide the lead agency evidence of agreements for a qualified archaeological monitor that has at least 3 years of regional experience and agreements with the consulting tribe(s) for Tribal monitor(s) representing tribe(s) that participated in consultation with the Lead Agency. Tribal monitors shall be present for all project related ground-disturbing activities (which includes ground disturbing

activities such as tree/shrub removal and planting, clearing/grubbing, grading, excavation, trenching, compaction, fence/gate removal, drainage and irrigation removal, hardscape removal (benches, signage, boulders, walls, seat walls, fountains, etc.), and archaeological surveys, testing, and data recovery.

Prior to the issuance of any ground disturbance-related permits (such as grading permits), the Lead Agency shall contact and coordinate with consulting Tribe(s) as reasonably determined by the Lead Agency to facilitate communications with the Project developer/applicant so that all Parties can develop a mutually-acceptable Archaeological and Tribal Monitoring and Treatment Plan which includes the scope of monitoring, scheduling of monitors from individual consulting Tribe(s), and the course of action for inadvertent discoveries. The Plan shall include a research design shall be developed in accordance with current professional archaeology standards. Any mitigation plan that results in the removal of cultural resources (artifacts, ecofacts, features, etc.) from their original provenience shall also include a comprehensive discussion of resource processing, analysis, curation, and reporting protocols and obligations. This Plan shall be approved and adopted by the Lead Agency prior to the of any ground disturbance-related permits. The Plan's implementation in the field shall be enforced by the Lead Agency for the life of the Project's ground disturbing activities.

57. TCR-2: If an archaeological deposit or tribal cultural resource is discovered within the Project area, ground disturbing activities shall be suspended 100 feet around the resource(s) and, if necessary, an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. Representatives from the Participating Tribes, the Archaeological Monitor, the Project applicant/developer, and the Lead Agency shall confer regarding treatment of the discovered resource(s). No historic or prehistoric resources identified during monitoring will require preservation; however, all discoveries must be assessed for archaeological or cultural significance in adherence to CEQA, and if determined to be CEQA-significant, additional mitigation measures may be required to reduce the effect of grading impacts. Following the securing of the discovery site from further disturbance, the archaeological consultant, in conjunction with tribal representatives, will adhere to the stipulation for inadvertent discoveries within the Archaeological and Tribal Monitoring and Treatment Plan. This evaluation process may include archaeological excavations or test trenches, basic recordation, non-destructive methods for analysis of artifacts, and Native American participation in the site assessment. If that evaluation process concludes that the discovered resources are CEQA significant, then the stipulations of TCR-3 will be implemented for treatment and disposition. All final reports regarding the resource recovery fieldwork are to be submitted to the local CHRIS Information Center, the Lead Agency, and Consulting Tribe(s).

58. TCR-3: California Public Resources Code 21074 defines "tribal cultural resources. In brief, a resource is a "tribal cultural resource" if it is either: (I) Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a tribe that are listed, or determined to be eligible for listing, in the national or state register of historical resources, or listed in a local register of historic resources. Pub. Resources Code, § 21074 (a) In the event that Tribal Cultural Resources or Items of Cultural Patrimony are inadvertently discovered during the course of grading for this project, the following procedures will be carried out for treatment and disposition of the discoveries:

- The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to tribal cultural resources. The applicant shall relinquish the artifacts through one or more of the following methods and provide the City of Redlands with evidence of same:

  a) Complete avoidance and preservation in situ, or reburial of the resources in a location onsite. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and basic recordation have been completed.

  b) A curation agreement with an appropriate qualified repository within San Bernardino County or Riverside County that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation.

  c) If more than one Native American Group is involved with the project and cannot come to a consensus as to the disposition of cultural materials, they shall be curated qualified repository within San Bernardino County or Riverside County that meets federal standards per 36 CFR Part 79 by default.

  Should reburial of collected cultural items be preferred, it shall not occur until after the Phase IV monitoring report has been submitted to the City of Redlands. Should curation be preferred, the developer/permit applicant is responsible for all costs and the repository and curation method shall be described in the Phase IV monitoring report.

52. MM TCR-4: Discovery and Treatment of Human Remains Health and Safety Code §7050.5.

  a) In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27 460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner shall make his or her determination within two working days from the time the person responsible for the excavation, or his or

her authorized representative, notifies the coroner of the discovery or recognition of the human remains.

b) If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission.

Inadvertent Discovery of Native American Human Remains: Public Resources Code §5097.98 This code invests the NAHC with the authority to designate a Most Likely Descendant (MLD) when Native American human remains and any associated grave items are inadvertently discovered:

c) Whenever the commission receives notification of a discovery of Native American human remains from a county coroner pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, it shall immediately notify those persons it believes to be most likely descended from the deceased Native American. The descendants may, with the permission of the owner of the land, or his or her authorized representative, inspect the site of the discovery of the Native American human remains and may recommend to the owner or the person responsible for the excavation work means for treatment or disposition, with appropriate dignity, of the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site.

d) Upon the discovery of Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this section, with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.

(1) The descendants' preferences for treatment may include the following:

(A) The nondestructive removal and analysis of human remains and items associated with Native American human remains.

(B) Preservation of Native American human remains .and associated items in place.

(C) Relinquishment of Native American human remains and associated items to the descendants for treatment.

(D) Other culturally appropriate treatment.

(2) The parties may also mutually agree to extend discussions, taking into account the possibility that additional or multiple Native American human remains, as defined in this section, are located in the project area, providing a basis for additional treatment measures.

e) For the purposes of this section, "conferral" or "discuss and confer" means the meaningful and timely discussion and careful consideration of the views of each party, in a manner that is cognizant of all parties' cultural values, and where feasible, seeking agreement. Each party shall recognize the other's needs and concerns for confidentiality of information provided to the other.

f) (1) Human remains of a Native American may be an inhumation or cremation, and in any state of decomposition or skeletal completeness.

(2) Any items associated with the human remains that are placed or buried with the Native American human remains are to be treated in the same manner as the remains, but do not by themselves constitute human remains.

Building & Safety Division

59. When the Entitlement Review is approved submit complete construction drawings including structural calculations, energy calculations and a soils report to Building and Safety at the One Stop Permit Center for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

60. The new structures are required to be equipped with automatic fire sprinklers and fire alarm per the CBC/CFC NFPA 13, NFPA 72 and the current Redlands Municipal Code.

61. Allowable building areas, based on type of construction and occupancy shall be based on the latest edition of the California Building Code.

62. Disabled access for the site and buildings must be in accordance with the State of California and ADA regulations.

Other City Departments/Divisions

63. The attached conditions of approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

a. Development Services/Land Use Engineering Division (Exhibit B)

Brian Desatnik
Development Services Director

EXHIBIT B
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING DIVISION

[Attached]

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1136

Date of P.C. Meeting:	**October 5, 2022**
Applicant:	**Holy Name of Jesus Catholic Community**
Location:	**North Side of Lugonia Avenue (SR 38), Approximately 300 Feet West of Dearborn Street**
Project Description:	**Construct a Church and School Facility Comprised of Eight Buildings Totaling Approximately 161,804 Square Feet**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the General Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.192.050)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.192.050)

5. The post-construction stormwater discharge rate (Q) from a 100 year storm event shall not be greater than the pre-construction stormwater discharge rate (Q).

6. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

7. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

8. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

9. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107.(RMC 13.54)

10. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment

controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT.

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
   a. Street Improvement;
   b. Pavement Striping Plans (including reflectorized pavement markers);
   c. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
   d. Street Light Installation – Provide street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary detail by Southern California Edison Company; and
   e. Potable Water Main Installation.

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

5. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items may include:
   a. Encroachment Permits from Caltrans and other agencies.

6. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard

Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

7. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

8. Provide pad certification and compaction report to the Building and Safety Department.

9. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)
   - Water Capital Improvement Charge; (RMC 3.48)
   - Water Source Acquisition Charge; (RMC 13.40)
   - Sewer Capital Improvement Charge; (RMC 3.44)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Sewer Frontage Charges. (RMC 13.44 and 13.12.)

10. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

11. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

12. Requirements for Lugonia Avenue [SR 38] (RMC 18.192.050):
See Section C15 for Traffic Study requirements.

    a. Dedicate to provide for a 52 foot half street right-of-way width;
    b. Construct standard curb and gutter 40 feet north side of street centerline;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct property line adjacent sidewalk along the entire street frontage and ramps at all curb returns;

e. Install LED ornamental streetlights [LEOTEK (GCJ2-20H-MV-WW-2-GY-1A-WL-PCR7-CR) or approved equal], with the equivalent illumination of a 150 watt sodium vapor street light. Prepare and submit a separate street lighting plan for City approval. Streetlight spacing shall be determined by the City of design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance at that time. Prepare and submit a separate street lighting plan for City and Caltrans approval;
f. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City and Caltrans approval;
g. Construct underwalk drain, if necessary;
h. Use traffic index of 9.0; and
i. Install residential/commercial fire hydrants as required by the Redlands Fire Department.
j. All improvements identified in C15 of these requirements shall be constructed prior to the beginning of site operations.

13. Requirements for Dearborn Street RMC 18.192.050):
See Section C15 for Traffic Study requirements.

a. Dedicate to provide for 32 foot half street right-of-way width including a corner cutoff at the property line return to accommodate a 25 foot radius curb return and pedestrian ramp at Pennsylvania Street;
b. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
c. Construct property line adjacent sidewalk along the street frontage to join existing sidewalk approximately 700 feet south of the Pennsylvania Street centerline and ramps at all curb returns;
d. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
e. Construct underwalk drain, if necessary;
f. Use traffic index of 6.0; and
g. Install residential/commercial fire hydrants as required by the Redlands Fire Department.
h. All improvements identified in C15 of these requirements shall be constructed prior to the beginning of site operations.

14. Requirements for Pennsylvania Avenue (RMC 18.192.050):

a. Dedicate to provide for a 32 foot half street right-of-way width with an alignment as accepted by the City Engineer;
b. Construct standard curb and gutter 20 feet south side of street centerline with an alignment as accepted by the City Engineer;

c. Provide full depth construction/reconstruction from Dearborn Street to the current street terminus consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
d. Install LED ornamental streetlights [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 100 watt sodium vapor street light. Prepare and submit a separate street lighting plan for City approval. Streetlight spacing shall be determined by the City of design specifications. Location of the lights will be determined at time of plan preparation. Coordinate with City staff for guidance at that time. Prepare and submit a separate street lighting plan for City approval;
e. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
f. Complete full street width street terminus and rip-rap.;
g. Construct underwalk drain, if necessary;
h. Use traffic index of 6.0;
i. Install a minimum 8 inch diameter potable water main including necessary valves and appurtenances; and
j. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

15. Project phasing as described in Traffic Impact Analysis prepared by Ganddini Group, Inc. dated 11/08/21 is as follows:

The proposed project is anticipated to be built in four (4) phases. For the purposes of the construction, Phase 1 consists of the preliminary church building and the Dearborn Street driveway; Phase 2 consists of some of the educational buildings and playgrounds; Phase 3 consists of the secondary church building and the playing fields; and Phase 4 consists of the remaining educational buildings.

Below are the phased off-site and on-site requirements:

Judson Street (NS) at San Bernardino Avenue (EW)

- Restripe the westbound approach and receiving lanes to accommodate one additional lane such that the interim configuration consists of one shared left turn/through lane and one shared through/right turn lane.
- Restripe the eastbound approach and receiving lanes to provide lateral shift of the centerline to accommodate westbound lanes.

Dearborn Street (NS) at Project North Driveway (EW)

- Install eastbound stop control.
- Construct the eastbound approach to provide full access and consist of one shared left-right turn lane.

Dearborn Street (NS) at Project South Driveway (EW)

- Install eastbound stop control.
- Construct the eastbound approach to provide full access and consist of one left turn lane and one right turn lane.

Project East Driveway (NS) at Lugonia Avenue (EW)

- Install southbound stop control.
- Construct the southbound approach to provide restricted access to consist of one right turn only lane.
- Construct additional westbound lane adjacent to project south frontage to provide one through lane and one shared through/right turn lane.
- Construct raised median in the existing two-way left turn lane on Lugonia Avenue.

Dearborn Street (NS) at Lugonia Avenue (EW)

- Revise striping for westbound lanes to include a right-turn only lane at intersection approach.

Dearborn Street (NS) at Lugonia Avenue (EW)

- Restripe eastbound left turn storage lane lengthened from 130 to 200 feet.

Dearborn Street (NS) at Project South Driveway (EW)

- Left turn prohibited for trucks, post sign R3-2 (modified – FOR TRUCKS).

Church Street (NS) at San Bernardino Avenue (EW)

- Restripe the westbound approach and receiving lanes to accommodate one shared left turn/through lane, one through lane, and one de facto right turn lane.

Judson Street (NS) at Colton Avenue (EW)

- Restripe the westbound approach and receiving lanes to accommodate one shared left turn/through lane and one shared through/right turn lane.

Revelation Way (NS) at Lugonia Avenue (EW)

- Install signing and pavement markings on the northbound approach to accommodate right turn only.
- Install signing and pavement markings on the southbound approach to accommodate right turn only.

16. Provide for adequate drainage facilities. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual. (RMC 192.050)

17. All irrigation lines that exist within any street right-of-way shall be replaced with ductile iron, cement mortar lined and coated steel, or as approved by City Engineer. (RMC 18.192.050)

18. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

19. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

20. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

21. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

22. Applicant shall comply with all appropriate Redlands Municipal Airport Land Use Compatibility Plan requirements.

23. Dedication documents shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

24. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 18.192.050B):

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

25. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work. (RMC 18.192.050B and 12.20.100)

26. Execute Public Improvement Agreement. (RMC 12.22.060)

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Water/Sewer Frontage Charges. (RMC 13.12.010)

4. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and

24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

8. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

9. Execute Public Improvement Agreement.

10. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

6. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

7. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

8. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

9. Owner/Developer shall provide recycling receipts as required by the recycling plan.

10. While it is understood that this project will be phased with construction of various buildings occurring over a period of time, construction of all improvements identified in C15 of these requirements shall be cocomplete prior to the beginning of site operations.

11. Prior to beginning of school operations, a site ingress/egress plan shall be submitted for approval by the Development Services Director.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

3. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

Donald P Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

Initial

FILE: CUP 1136

RESOLUTION NO. 8613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A ONE-YEAR EXTENSION OF THE EXPIRATION DATE FOR CONDITIONAL USE PERMIT NO. 1136 WITH ASSOCIATED ENTITLEMENTS TO MERGE TWO PARCELS INTO ONE SINGLE 19.46-ACRE PARCEL FOR THE CONSTRUCTION OF A RELIGIOUS FACILITY, ELEMENTARY SCHOOL, AND RELATED SITE IMPROVEMENTS LOCATED ON THE NORTH SIDE OF LUGONIA AVENUE, AND APPROXIMATELY 300 FEET WEST OF DEARBORN STREET (APN: 0168-161-02-0000, 0168-161-03-0000).

WHEREAS, Michael Vargas, applicant, has submitted an application for Extension of Time No. 1 to construct the project approved with Conditional Use Permit No. 1136 and Lot Line Adjustment No. 659 for the construction of a church and school facility which includes nine buildings totaling 102,574 square feet of building area on 19.46 gross acres and related site improvements located on the north side of Lugonia Avenue, approximately 300 feet west of Dearborn Street, in the Residential Estate (R-E) District (APNs: 0168-161-02-0000 and 0168-161-03-0000); and

WHEREAS, on October 5, 2022, the Redlands Planning Commission held a public hearing, and adopted Resolution No. 1590 to approve Conditional Use Permit No. 1136, Lot Line Adjustment No. 659, and the associated Socio-Economic Cost/Benefit Study for the project; and

WHEREAS, Redlands Municipal Code section 18.192.090 permits an applicant to request a one-year extension of time to extend the expiration date for a Conditional Use Permit, provided the total number of such one-year extensions do not exceed three; and

WHEREAS, the applicant intends to develop the project approved by Conditional Use Permit No. 1136, and requests the extension due to a change of ownership; and

WHEREAS, following the meeting for the extension of time to Conditional Use Permit No. 1136, the City Council determined that the approval of the requested one-year extension of time is in the best interests of the public health, safety, and general welfare.

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

SECTION 1. California Environmental Quality Act. Approval of this Resolution is exempt from further environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act, as there is no possibility of any potentially significant environmental effects as a result of the time extension. Planning Commission Resolution No. 1590 was adopted on October 5, 2022, and determined the project was exempt from environmental review in accordance with the California Environmental Quality Act. There are no changes proposed to the approved project as part of the extension of time.

SECTION 2. Approval of Extension of Time. The proposed one-year extension of time for Conditional Use Permit No. 1136, with associated entitlements, is hereby approved in accordance with Redlands Municipal Code Section 18.192.090(A).

SECTION 3. Expiration Date. The new expiration date for Conditional Use Permit No. 1136 shall be October 5, 2025. The project shall remain subject to all original Conditions of Approval (contained in Planning Commission Resolution No. 1590).

SECTION 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 11.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Ordinance No. 2972 levying special taxes within the City of Redlands Community Facilities District No. 2004-1 (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Ordinance No. 2972.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2972 establishing the maximum tax rates for Community Facilities District No. 2004-1, and authorizing the City Clerk to file necessary information with the County Auditor/Controller for Fiscal Year 24/25.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2972.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

REVIEWED BY:
Charles M. Duggan Jr., City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:
Codification: $22/per page affected by the change
Legal Publication: $300

Attachments

Ordinance No. 2972 Levying Special Taxes CFD 2004-1
Ordinance No. 2972 Exhibit A
Ordinance No. 2972 Exhibit B

ORDINANCE NO. 2972

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2004-1 (TRACT MAP NO. 16408; TRACT MAP NO. 16287; TENTATIVE TRACT MAP NO. 17253; PARCEL MAP NO. 17353; COMMISSION REVIEW AND APPROVAL (CRA) NO. 826; TRACT MAP NO. 16806; PARCEL MAP NO. 18208; PARCEL MAP NO. 19371; TRACT MAP NO. 16465; TRACT MAP NO. 16627; TRACT MAP NO. 18979; TRACT MAP NO. 19975; TRACT MAP NO. 20079; TRACT MAP NO. 18882; PARCEL MAP NO. 19496; PARCEL MAP NO. 18536-1; TRACT MAP NO. 18988; TRACT MAP NO. 17022; PARCEL MAP NO. 19465; TRACT MAP NO. 19942; TRACT MAP NO. 19956; TRACT MAP NO. 20126; PARCEL MAP NO. 19981; PARCEL MAP NO. 18536; CONDITIONAL USE PERMIT (CUP) NO. 1129; TRACT MAP NO. 20065; TRACT MAP NO. 20257, PLANNED DEVELOPMENT NO. 4.. TRACT MAP NO. 20065, AND TRACT MAP NO. 20336.

WHEREAS, the City Council of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2004-1 (Tract Map No. 16408 – Centex Homes) and annexed Tract Map No. 16287 (Annexation No. 1), Tentative Tract Map No. 17253 (Annexation No. 3), Parcel Map No. 17353 (Annexation No. 4), CRA No. 826 (Annexation No. 5), Tract Map No. 16806 (Annexation No. 8), Parcel Map No. 18208 (Annexation No. 9), Parcel Map No. 19371 (Annexation No. 11), Tract Map No. 16465, Tract Map No. 16627, Tract Map No. 18979, Tract Map No. 19975 and Tract Map No. 20079 (Annexation No. 12), Tract Map No. 18882 (Annexation No. 13), Parcel Map No. 19496 (Annexation No. 14), Parcel Map No. 18536-1 (Annexation No. 15), Tract Map No. 18988 (Annexation No. 16), Tract Map No. 17022 (Annexation No. 17), Parcel Map No. 19465 (Annexation No. 18), Tract Map No. 19942 (Annexation No. 19), Tract Map No. 19956 (Annexation No. 20), Tract Map No. 20126 (Annexation No. 21), Parcel Map No. 19981 (Annexation No. 22), Parcel Map No. 18536 (Annexation No. 23), CUP No. 1129 (Annexation No. 24), Tract Map No. 20065 (Annexation No. 25), Tract Map No. 20257 (Annexation No. 26), Planned Development No. 4 (Annexation No. 27), and Tract Map No. 20336 (Annexation No. 29) into the City of Redlands Community Facilities District No. 2004-1 (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

WHEREAS, the City Council, pursuant to Ordinance No. 2584, adopted by the City Council of the City on August 3, 2004, and Resolution No. 6481, adopted on May 2, 2006, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year; and

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2024-2025;

NOW, THEREFORE, the City Council of the City of Redlands ORDAINS as follows:

Section 1. All of the above recitals are true and correct.

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2024-2025 at the applied rates, up to the maximum, and with respect to the parcels as set forth in Exhibit A and Exhibit B hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, Webb Municipal Finance, LLC (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10, 2022, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2024-2025.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2024-2025 as provided in this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2024-2025 are hereby approved, confirmed and ratified.

Section 5. All of the collections of the special tax shall be used as provided for in the Act and the Resolution of Formation.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes, as such procedure may be modified by law from time to time.

Section 7. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15061(b)(3) because this City Council determines that it can be seen with certainty that approval of this ordinance will have no direct or indirect impact on the physical environment, and that approval of this ordinance is not a "project" under CEQA as that term is defined in Public Resources Code section 21065.

Section 8. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or

applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 9. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Ordinance was duly adopted at a regular meeting thereof, held on the 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
Annexation Levy Summary by Assessor's Parcel Number

EXHIBIT B
Annexation Listing with Maximum and Applied Rates

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
1	0174651010000	$1,859.38	Original
2	0174651020000	$1,859.38	
3	0174651030000	$1,859.38	
4	0174651040000	$1,859.38	
5	0174651050000	$1,859.38	
6	0174651060000	$1,859.38	
7	0174651070000	$1,859.38	
8	0174651080000	$1,859.38	
9	0174651090000	$1,859.38	
10	0174651100000	$1,859.38	
11	0174651110000	$1,859.38	
12	0174651120000	$1,859.38	
13	0174651130000	$1,859.38	
14	0174651140000	$1,859.38	
15	0174651150000	$1,859.38	
16	0174651160000	$1,859.38	
17	0174651170000	$1,859.38	
18	0174651180000	$1,859.38	
19	0174651190000	$1,859.38	
20	0174651200000	$1,859.38	
21	0174651210000	$1,859.38	
22	0174651220000	$1,859.38	
23	0174651230000	$1,859.38	
24	0174651240000	$1,859.38	
25	0174651250000	$1,859.38	
26	0174651260000	$1,859.38	
27	0174651270000	$1,859.38	
28	0174651280000	$1,859.38	
29	0174651290000	$1,859.38	
30	0174651300000	$1,859.38	
31	0174651310000	$1,859.38	
32	0174651320000	$1,859.38	
33	0174651330000	$1,859.38	
34	0174651340000	$1,859.38	
35	0174661010000	$1,859.38	
36	0174661020000	$1,859.38	
37	0174661030000	$1,859.38	
38	0174661040000	$1,859.38	
39	0174661050000	$1,859.38	
40	0174661060000	$1,859.38	
41	0174661070000	$1,859.38	
42	0174661080000	$1,859.38	
43	0174661090000	$1,859.38	
44	0174661100000	$1,859.38	
45	0174661110000	$1,859.38	
46	0174661120000	$1,859.38	
47	0174661130000	$1,859.38	
48	0174661140000	$1,859.38	
49	0174661150000	$1,859.38	
50	0174661160000	$1,859.38	
51	0174661170000	$1,859.38	
52	0174661180000	$1,859.38	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
53	0174661190000	$1,859.38	
54	0174661200000	$1,859.38	
55	0174661210000	$1,859.38	
56	0174661220000	$1,859.38	
57	0174661230000	$1,859.38	
58	0174661240000	$1,859.38	
59	0174661250000	$1,859.38	
60	0174661260000	$1,859.38	
61	0174661270000	$1,859.38	
62	0174661280000	$1,859.38	
63	0174661290000	$1,859.38	
64	0174661300000	$1,859.38	
65	1212371080000	$475.00	Annex No. 1
66	1212371090000	$475.00	
67	1212371100000	$475.00	
68	1212371110000	$475.00	
69	1212371120000	$475.00	
70	1212371130000	$475.00	
71	1212371140000	$475.00	
72	1212371150000	$475.00	
73	1212371160000	$475.00	
74	1212371170000	$475.00	
75	1212371180000	$475.00	
76	1212371190000	$475.00	
77	0174252200000	$4,094.82	Annex No. 4
78	0174691060000	$247.84	
79	0174691070000	$247.84	
80	0174691080000	$247.84	
81	0174691090000	$247.84	
82	0174691100000	$247.84	
83	0174691110000	$247.84	
84	0174691120000	$247.84	
85	0174691130000	$247.84	
86	0174691140000	$247.84	
87	0174691150000	$247.84	
88	0174691160000	$338.67	
89	0174691170000	$338.67	
90	0174691180000	$338.67	
91	0174691190000	$338.67	
92	0174691200000	$338.67	
93	0174691210000	$338.67	
94	0174691220000	$338.67	
95	0174691230000	$247.84	
96	0174691240000	$247.84	
97	0174691250000	$247.84	
98	0174691260000	$247.84	
99	0174691270000	$247.84	
100	0174691280000	$247.84	
101	0174691290000	$247.84	
102	0174691300000	$247.84	
103	0174691310000	$247.84	
104	0174691320000	$247.84	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
105	0174691330000	$269.40	
106	0174691340000	$269.40	
107	0174691350000	$269.40	
108	0174691360000	$269.40	
109	0292061490000	$7,012.76	Annex No. 5
110	0292061500000	$3,287.24	
111	0292631020000	$435.48	Annex No. 9
112	0292631030000	$435.48	
113	0292631040000	$435.48	
114	0292631050000	$435.48	
115	0292631060000	$435.48	
116	0292631070000	$435.48	
117	0292631080000	$435.48	
118	0292631090000	$435.48	
119	0292631100000	$435.48	
120	0292631110000	$435.48	
121	0292631120000	$435.48	
122	0292631130000	$435.48	
123	0292631140000	$435.48	
124	0292631150000	$435.48	
125	0292631160000	$435.48	
126	0292631170000	$435.48	
127	0292631180000	$435.48	
128	0292631190000	$435.48	
129	0292631200000	$435.48	
130	0292631210000	$435.48	
131	0292631220000	$435.48	
132	0292631230000	$435.48	
133	0292631240000	$435.48	
134	0292631250000	$435.48	
135	0292631260000	$435.48	
136	0292631270000	$435.48	
137	0292631280000	$435.48	
138	0292631290000	$435.48	
139	0292631300000	$435.48	
140	0292631310000	$435.48	
141	0292631320000	$435.48	
142	1212451010000	$1,008.20	Annex No. 12a
143	1212451020000	$1,008.20	
144	1212451030000	$1,008.20	
145	1212451040000	$1,008.20	
146	1212451050000	$1,008.20	
147	1212451060000	$1,008.20	
148	1212451070000	$1,008.20	
149	1212451080000	$1,008.20	
150	1212451090000	$1,008.20	
151	1212451100000	$1,008.20	
152	1212451110000	$1,008.20	
153	1212451120000	$1,008.20	
154	1212451130000	$1,008.20	
155	1212451140000	$1,008.20	
156	1212451150000	$1,008.20	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
157	1212451160000	$1,008.20	
158	1212451170000	$1,008.20	
159	1212451180000	$1,008.20	
160	1212451190000	$1,008.20	
161	1212451200000	$1,008.20	
162	1212451210000	$1,008.20	
163	1212451220000	$1,008.20	
164	1212451230000	$1,008.20	
165	1212451240000	$1,008.20	
166	1212451250000	$1,008.20	
167	1212451260000	$1,008.20	
168	1212451270000	$1,008.20	
169	1212451280000	$1,008.20	
170	1212451290000	$1,008.20	
171	1212451300000	$1,008.20	
172	1212451310000	$1,008.20	
173	1212451320000	$1,008.20	
174	1212451330000	$1,008.20	
175	1212451340000	$1,008.20	
176	1212451350000	$1,008.20	
177	1212451360000	$1,008.20	
178	1212451370000	$1,008.20	
179	1212451380000	$1,008.20	
180	1212451390000	$1,008.20	
181	1212451400000	$1,008.20	
182	1212451410000	$1,008.20	
183	1212451420000	$1,008.20	
184	1212451430000	$1,008.20	
185	1212451440000	$1,008.20	
186	1212451450000	$1,008.20	
187	1212451460000	$1,008.20	
188	1212451470000	$1,008.20	
189	1212451480000	$1,008.20	
190	1212451490000	$1,008.20	
191	1212451500000	$1,008.20	
192	1212451510000	$1,008.20	
193	1212451520000	$1,008.20	
194	1212451530000	$1,008.20	
195	1212451540000	$1,008.20	
196	1212451550000	$1,008.20	
197	1212451560000	$1,008.20	
198	1212451570000	$1,008.20	
199	1212451580000	$1,008.20	
200	1212451590000	$1,008.20	
201	1212451600000	$1,008.20	
202	1212451610000	$1,008.20	
203	0168891010000	$1,112.50	Annex. No. 12b
204	0168891020000	$1,112.50	
205	0168891030000	$1,112.50	
206	0168891040000	$1,112.50	
207	0168891050000	$1,112.50	
208	0168891060000	$1,112.50	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
209	0168891070000	$1,112.50	
210	0168891080000	$1,112.50	
211	0168891090000	$1,112.50	
212	0168891100000	$1,112.50	
213	0168891110000	$1,112.50	
214	0168891120000	$1,112.50	
215	0168891130000	$1,112.50	
216	0168891140000	$1,112.50	
217	0168891150000	$1,112.50	
218	0168891160000	$1,112.50	
219	0168891170000	$1,112.50	
220	0168891180000	$1,112.50	
221	0168891190000	$1,112.50	
222	0168891200000	$1,112.50	
223	0168071170000	$979.51	Annex. No. 12c
224	0168071180000	$979.51	
225	0168071190000	$979.51	
226	0168071200000	$979.51	
227	0168071210000	$979.51	
228	0168071220000	$979.51	
229	0168071230000	$979.51	
230	0168071240000	$979.51	
231	0168071250000	$979.51	
232	0168071260000	$979.51	
233	0168071270000	$979.51	
234	0168071280000	$979.51	
235	0168071290000	$979.51	
236	0168071300000	$979.51	
237	0168071310000	$979.51	
238	0168071320000	$979.51	
239	0168071330000	$979.51	
240	0168071340000	$979.51	
241	0168071350000	$979.51	
242	0168071360000	$979.51	
243	0168071370000	$979.51	
244	0168071380000	$979.51	
245	0168071390000	$979.51	
246	0168071400000	$979.51	
247	0168071410000	$979.51	
248	0168071420000	$979.51	
249	0168071430000	$979.51	
250	0168071440000	$979.51	
251	0168071450000	$979.51	
252	0168071460000	$979.51	
253	0168071470000	$979.51	
254	0168071480000	$979.51	
255	0168071490000	$979.51	
256	0168071500000	$979.51	
257	0168071510000	$979.51	
258	0168071520000	$979.51	
259	0168071530000	$979.51	
260	0168071540000	$979.51	
261	0168071550000	$979.51	
262	0168071560000	$979.51	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy
263	0168071570000	$979.51
264	0168071580000	$979.51
265	0168071590000	$979.51
266	0168071600000	$979.51
267	0168071610000	$979.51
268	0168071620000	$979.51
269	0168071630000	$979.51
270	0168071640000	$979.51
271	0168071650000	$979.51
272	0168071660000	$979.51
273	0168071670000	$979.51
274	0168071680000	$979.51
275	0168071690000	$979.51
276	0168071700000	$979.51
277	0168071710000	$979.51
278	0168901010000	$979.51
279	0168901020000	$979.51
280	0168901030000	$979.51
281	0168901040000	$979.51
282	0168901050000	$979.51
283	0168901060000	$979.51
284	0168901070000	$979.51
285	0168901080000	$979.51
286	0168901090000	$979.51
287	0168901100000	$979.51
288	0168901110000	$979.51
289	0168901120000	$979.51
290	0168901130000	$979.51
291	0168901140000	$979.51
292	0168901150000	$979.51
293	0168901160000	$979.51
294	0168901170000	$979.51
295	0168901180000	$979.51
296	0168901190000	$979.51
297	0168901200000	$979.51
298	0168901210000	$979.51
299	0168901220000	$979.51
300	0168901230000	$979.51
301	0168901240000	$979.51
302	0168901250000	$979.51
303	0168901260000	$979.51
304	0168901270000	$979.51
305	0168901280000	$979.51
306	0168901290000	$979.51
307	0168901300000	$979.51
308	0168901310000	$979.51
309	0168901320000	$979.51
310	0168901330000	$979.51
311	0168901340000	$979.51
312	0168901350000	$979.51
313	0168901360000	$979.51
314	0168901370000	$979.51
315	0168901380000	$979.51
316	0168901390000	$979.51

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
317	0168901400000	$979.51	
318	0168901410000	$979.51	
319	0168901420000	$979.51	
320	0168901430000	$979.51	
321	0168901440000	$979.51	
322	0168901450000	$979.51	
323	0168901460000	$979.51	
324	0168901470000	$979.51	
325	0168901480000	$979.51	
326	0168901490000	$979.51	
327	0168901500000	$979.51	
328	0168901510000	$979.51	
329	0168901520000	$979.51	
330	0168901530000	$979.51	
331	0168901540000	$979.51	
332	0168901550000	$979.51	
333	0168901560000	$979.51	
334	0168901570000	$979.51	
335	0168901580000	$979.51	
336	0168901590000	$979.51	
337	0168901600000	$979.51	
338	0168901610000	$979.51	
339	0168901620000	$979.51	
340	0168901630000	$979.51	
341	0168901640000	$979.51	
342	0168901650000	$979.51	
343	0168901660000	$979.51	
344	0168901670000	$979.51	
345	0168071760000	$1,000.00	Annex No. 12d
346	0168071770000	$1,000.00	
347	0168071780000	$1,000.00	
348	0168071790000	$1,000.00	
349	0168071800000	$1,000.00	
350	0168071810000	$1,000.00	
351	0168071820000	$1,000.00	
352	0168071830000	$1,000.00	
353	0168071840000	$1,000.00	
354	0168071850000	$1,000.00	
355	0168071860000	$1,000.00	
356	0168071870000	$1,000.00	
357	0168071880000	$1,000.00	
358	0168071890000	$1,000.00	
359	0292053160000	$20,499.84	Annex No. 14
360	0167422010000	$1,231.71	Annex No. 16
361	0167422020000	$1,231.71	
362	0167422030000	$1,231.71	
363	0167422040000	$1,231.71	
364	0167422050000	$1,231.71	
365	0167422060000	$1,231.71	
366	0167422070000	$1,231.71	
367	0167422080000	$1,231.71	
368	0167422090000	$1,231.71	
369	0167422100000	$1,231.71	
370	0167422110000	$1,231.71	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy
371	0167422120000	$1,231.71
372	0167422130000	$1,231.71
373	0167422140000	$1,231.71
374	0167422150000	$1,231.71
375	0167422160000	$1,231.71
376	0167422170000	$1,231.71
377	0167422180000	$1,231.71
378	0167422190000	$1,231.71
379	0167422200000	$1,231.71
380	0167422210000	$1,231.71
381	0167422220000	$1,231.71
382	0167422230000	$1,231.71
383	0167422240000	$1,231.71
384	0167422250000	$1,231.71
385	0167422260000	$1,231.71
386	0167422270000	$1,231.71
387	0167422280000	$1,231.71
388	0167422290000	$1,231.71
389	0167422300000	$1,231.71
390	0167422310000	$1,231.71
391	0167422320000	$1,231.71
392	0167422330000	$1,231.71
393	0167422340000	$1,231.71
394	0167422350000	$1,231.71
395	0167422360000	$1,231.71
396	0167422370000	$1,231.71
397	0167422380000	$1,231.71
398	0167422390000	$1,231.71
399	0167422400000	$1,231.71
400	0167422410000	$1,231.71
401	0167422420000	$1,231.71
402	0167432010000	$1,231.71
403	0167432020000	$1,231.71
404	0167432030000	$1,231.71
405	0167432040000	$1,231.71
406	0167432050000	$1,231.71
407	0167432060000	$1,231.71
408	0167432070000	$1,231.71
409	0167432080000	$1,231.71
410	0167432090000	$1,231.71
411	0167432100000	$1,231.71
412	0167432110000	$1,231.71
413	0167432120000	$1,231.71
414	0167432130000	$1,231.71
415	0167432140000	$1,231.71
416	0167432150000	$1,231.71
417	0167432160000	$1,231.71
418	0167432170000	$1,231.71
419	0167432180000	$1,231.71
420	0167432190000	$1,231.71
421	0167432200000	$1,231.71
422	0167432210000	$1,231.71
423	0167432220000	$1,231.71
424	0167432230000	$1,231.71

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
425	0167432240000	$1,231.71	
426	0167432250000	$1,231.71	
427	0167432260000	$1,231.71	
428	0167432270000	$1,231.71	
429	0167432280000	$1,231.71	
430	0167432290000	$1,231.71	
431	0167432300000	$1,231.71	
432	0167432310000	$1,231.71	
433	0167432320000	$1,231.71	
434	0167432330000	$1,231.71	
435	0167432340000	$1,231.71	
436	0167432350000	$1,231.71	
437	0167432360000	$1,231.71	
438	0167432370000	$1,231.71	
439	0167432380000	$1,231.71	
440	0167432390000	$1,231.71	
441	0167432400000	$1,231.71	
442	0299431010000	$1,272.06	Annex No. 19
443	0299431020000	$1,272.06	
444	0299431030000	$1,272.06	
445	0299431040000	$1,272.06	
446	0299431050000	$1,272.06	
447	0299431060000	$1,272.06	
448	0299431070000	$1,272.06	
449	0299431080000	$1,272.06	
450	0299431090000	$1,272.06	
451	0299431100000	$1,272.06	
452	0299431110000	$1,272.06	
453	0299431120000	$1,272.06	
454	0299431130000	$1,272.06	
455	0299431140000	$1,272.06	
456	0299431150000	$1,272.06	
457	0299431160000	$1,272.06	
458	0299431170000	$1,272.06	
459	0299431180000	$1,272.06	
460	0299431190000	$1,272.06	
461	0299431200000	$1,272.06	
462	0299431210000	$1,272.06	
463	0299431220000	$1,272.06	
464	0299431230000	$1,272.06	
465	0299431240000	$1,272.06	
466	0299431250000	$1,272.06	
467	0299431260000	$1,272.06	
468	0299431270000	$1,272.06	
469	0299431280000	$1,272.06	
470	0299431290000	$1,272.06	
471	0299431300000	$1,272.06	
472	0299431310000	$1,272.06	
473	0299431320000	$1,272.06	
474	0299431330000	$1,272.06	
475	0299431340000	$1,272.06	
476	0299421010000	$1,075.00	Annex No. 20
477	0299421020000	$1,075.00	
478	0299421030000	$1,075.00	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
479	0299421040000	$1,075.00	
480	0299421050000	$1,075.00	
481	0299421060000	$1,075.00	
482	0299421070000	$1,075.00	
483	0299421080000	$1,075.00	
484	0299421090000	$1,075.00	
485	0299421100000	$1,075.00	
486	0299421110000	$1,075.00	
487	0299421120000	$1,075.00	
488	0299421130000	$1,075.00	
489	0299421140000	$1,075.00	
490	0299421150000	$1,075.00	
491	0299421160000	$1,075.00	
492	0299421170000	$1,075.00	
493	0299421180000	$1,075.00	
494	0299421190000	$1,075.00	
495	0299421200000	$1,075.00	
496	0299421210000	$1,075.00	
497	0299421220000	$1,075.00	
498	0299421230000	$1,075.00	
499	0299421240000	$1,075.00	
500	0299421250000	$1,075.00	
501	0299421260000	$1,075.00	
502	0299421270000	$1,075.00	
503	0299421280000	$1,075.00	
504	0299421290000	$1,075.00	
505	0299421300000	$1,075.00	
506	0299421310000	$1,075.00	
507	0299421320000	$1,075.00	
508	0299421330000	$1,075.00	
509	0299421340000	$1,075.00	
510	0299421350000	$1,075.00	
511	0299421360000	$1,075.00	
512	0299421370000	$1,075.00	
513	0299421380000	$1,075.00	
514	0299421390000	$1,075.00	
515	0299421400000	$1,075.00	
516	0168911010000	$1,304.76	Annex No. 21
517	0168911020000	$1,304.76	
518	0168911030000	$1,304.76	
519	0168911040000	$1,304.76	
520	0168911050000	$1,304.76	
521	0168911060000	$1,304.76	
522	0168911070000	$1,304.76	
523	0168911080000	$1,304.76	
524	0168911090000	$1,304.76	
525	0168911100000	$1,304.76	
526	0168911110000	$1,304.76	
527	0168911120000	$1,304.76	
528	0168911130000	$1,304.76	
529	0168911140000	$1,304.76	
530	0168911150000	$1,304.76	
531	0168911160000	$1,304.76	
532	0168911170000	$1,304.76	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy
533	0168911180000	$1,304.76
534	0168911190000	$1,304.76
535	0168911200000	$1,304.76
536	0168911210000	$1,304.76
537	0168911220000	$1,304.76
538	0168911230000	$1,304.76
539	0168911240000	$1,304.76
540	0168911250000	$1,304.76
541	0168911260000	$1,304.76
542	0168911270000	$1,304.76
543	0168911280000	$1,304.76
544	0168911290000	$1,304.76
545	0168911300000	$1,304.76
546	0168911310000	$1,304.76
547	0168911320000	$1,304.76
548	0168911330000	$1,304.76
549	0168911340000	$1,304.76
550	0168911350000	$1,304.76
551	0168911360000	$1,304.76
552	0168911370000	$1,304.76
553	0168911380000	$1,304.76
554	0168911390000	$1,304.76
555	0168911400000	$1,304.76
556	0168911410000	$1,304.76
557	0168911420000	$1,304.76
558	0168911430000	$1,304.76
559	0168911440000	$1,304.76
560	0168911450000	$1,304.76
561	0168911460000	$1,304.76
562	0168911470000	$1,304.76
563	0168911480000	$1,304.76
564	0168911490000	$1,304.76
565	0168911500000	$1,304.76
566	0168911510000	$1,304.76
567	0168911520000	$1,304.76
568	0168921010000	$1,304.76
569	0168921020000	$1,304.76
570	0168921030000	$1,304.76
571	0168921040000	$1,304.76
572	0168921050000	$1,304.76
573	0168921060000	$1,304.76
574	0168921070000	$1,304.76
575	0168921080000	$1,304.76
576	0168921090000	$1,304.76
577	0168921100000	$1,304.76
578	0168921110000	$1,304.76
579	0168921120000	$1,304.76
580	0168921130000	$1,304.76
581	0168921140000	$1,304.76
582	0168921150000	$1,304.76
583	0168921160000	$1,304.76
584	0168921170000	$1,304.76
585	0168921180000	$1,304.76
586	0168921190000	$1,304.76

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
587	0168921200000	$1,304.76	
588	0168921210000	$1,304.76	
589	0168921220000	$1,304.76	
590	0168921230000	$1,304.76	
591	0168921240000	$1,304.76	
592	0168921250000	$1,304.76	
593	0168921260000	$1,304.76	
594	0168921270000	$1,304.76	
595	0168921280000	$1,304.76	
596	0168921290000	$1,304.76	
597	0168921300000	$1,304.76	
598	0168921310000	$1,304.76	
599	0168921320000	$1,304.76	
600	0168921330000	$1,304.76	
601	0168921340000	$1,304.76	
602	0168921350000	$1,304.76	
603	0168921360000	$1,304.76	
604	0168921370000	$1,304.76	
605	0168921380000	$1,304.76	
606	0168921390000	$1,304.76	
607	0168921400000	$1,304.76	
608	0168921410000	$1,304.76	
609	0168921420000	$1,304.76	
610	0168921430000	$1,304.76	
611	0168921440000	$1,304.76	
612	0168921450000	$1,304.76	
613	0168921460000	$1,304.76	
614	0168921470000	$1,304.76	
615	0168921480000	$1,304.76	
616	0168921490000	$1,304.76	
617	0168921500000	$1,304.76	
618	0168921510000	$1,304.76	
619	0168921520000	$1,304.76	
620	0168921530000	$1,304.76	
621	0174711010000	$448.28	Annex No. 25
622	0174711020000	$448.28	
623	0174711030000	$448.28	
624	0174711040000	$448.28	
625	0174711050000	$448.28	
626	0174711060000	$448.28	
627	0174711070000	$448.28	
628	0174711080000	$448.28	
629	0174711090000	$448.28	
630	0174711100000	$448.28	
631	0174711110000	$448.28	
632	0174711120000	$448.28	
633	0174711130000	$448.28	
634	0174711140000	$448.28	
635	0174711150000	$448.28	
636	0174711160000	$448.28	
637	0174711170000	$448.28	
638	0174711180000	$448.28	
639	0174711190000	$448.28	
640	0174711200000	$448.28	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2024-2025 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy
641	0174711210000	$448.28
642	0174711220000	$448.28
643	0174711230000	$448.28
644	0174711240000	$448.28
645	0174711250000	$448.28
646	0174711260000	$448.28
647	0174711270000	$448.28
648	0174711280000	$448.28
649	0174711290000	$448.28
649 Parcels	**Totals**	**$736,000.61**

EXHIBIT "B"
CITY OF REDLANDS
CFD 2004-1

District Landscaping	Maintenance Category	Tract/ Parcel Map No.	Landscape Areas	BUs	FY 24-25 Maximum Rates per Benefit Unit [1]	FY 24-25 Maximum Total Assessment	FY 24-25 Applied Rates per Benefit Unit	FY 24-25 Total Levy per Annexation [2]	FY 24-25 Percent of Max Tax
CFD 2004-1 Orig.	**K**	TR 16408	Please see Orig. ER	64.00	4.26% inc. $2,357.86	$150,902.81	$1,859.38	**$119,000.00**	**78.86%**
Annexation 1	**B**	TR 16287	Drainage Basin	12.00	4.57% inc. $608.88	$7,306.59	$475.00	**$5,700.00**	**78.01%**
Annexation 2	On Hold	TR 16586		n/a	n/a	n/a	n/a	**n/a**	**n/a**
Annexation 3	**A** (Construction has not started)	TTM 17253		37.00	4.26% inc. $404.32	$14,959.96	$0.00	**$0.00**	**0.00%**
Annexation 4	**0**	PM 17353	Ford Street Median	5.80	4.26% inc. $2,616.21	$15,174.01	$2,155.17	**$12,500.00**	**82.38%**
Annexation 5	**E**	CRA 826	California Street center Median	11.75	4.26% inc. $1,030.63	$12,109.88	$876.60	**$10,300.00**	**85.05%**
Annexation 6	Failed	TR 14790-1		n/a	n/a	n/a	n/a	**n/a**	**n/a**
Annexation 7	On Hold	Parcel 2 of PM 15573		n/a	n/a	n/a	n/a	**n/a**	**n/a**
Annexation 8	**A** (Construction has not started)	TTM 16806		6.00	4.26% inc. $389.16	$2,334.94	$0.00	**$0.00**	**0.00%**
Annexation 9	**A**	PM 18208	Redlands Median	42.55	4.26% inc. $363.08	$15,449.05	$317.27	**$13,500.00**	**87.38%**
Annexation 10	On Hold	TR 18762		n/a	n/a	n/a	n/a	**n/a**	**n/a**
Annexation 11	**A** (BOA Maintained)	PM 19371	Street Trees on Lugonia & Wabash	39.90	4.26% inc. $348.98	$13,924.34	$0.00	**$0.00**	**0.00%**
Annexation 12a	**G**	TR 16465	Street trees, parkways, basin, proposed Orange groves	61.00	4.26% inc. $1,132.87	$69,104.95	$1,008.20	**$61,500.00**	**89.00%**
Annexation 12b	**H**	TR 16627	Street trees, parkways, basin, proposed Orange groves	20.00	4.26% inc. $1,266.15	$25,322.93	$1,112.50	**$22,250.00**	**87.87%**
Annexation 12c	**G**	TR 18979, 19975 & 20079	Street trees, parkways, basin, proposed Orange groves	122.00	4.26% inc. $1,132.87	$138,209.89	$979.51	**$119,500.00**	**86.46%**
Annexation 12d	**G**	TR 18979, 19975 & 20079	Street trees, parkways, basin, proposed Orange groves	14.00	4.26% inc. $1,132.87	$15,860.15	$1,000.00	**$14,000.00**	**88.27%**
Annexation 13	**M** (HOA Maintained)	TR 18882	Street Trees	26.00	4.26% inc. $2,064.52	$53,677.53	$0.00	**$0.00**	**0.00%**
Annexation 14	A	Planned Dev. # 1 PM 19496	California Median Owner to maintain Parkways	71.18	4.26% inc. $342.14	$24,353.40	$288.00	**$20,500.00**	**84.18%**
Annexation 15	**A**	PM 18536-1	Ground cover, shrubs, turf, trees and palm trees	50.50	4.26% inc. $186.90	$9,438.63	$0.00	**$0.00**	**0.00%**
Annexation 16	**I**	TR 18988	Riverview & Texas St.- Parks, slopes, parkways, median, open space, seating and monument structures	82.00	4.26% inc. $1,371.99	$112,502.81	$1,231.71	**$101,000.00**	**89.78%**
Annexation 17	**H**	TR 17022	Ground cover, shrubs, citrus and palm trees	12.00	4.26% inc. $1,262.27	$15,147.22	$0.00	**$0.00**	**0.00%**
Annexation 18	**E** (Owner Maintained)	PM 19465	Ground cover, shrubs, turf, trees and palm trees	17.80	4.26% inc. $849.32	$15,117.97	$0.00	**$0.00**	**0.00%**
Annexation 19	**J**	TTM 19942	Sylvan Blvd & Wabash St.- Mulch, shrubs, trees, orange groves, trees and palm trees	34.00	4.26% inc. $1,428.82	$48,580.00	$1,272.06	**$43,250.00**	**89.03%**
Annexation 20	**H**	TTM 19956	Highland Ave. & Wabash St.- Ground cover, shrubs, turf, trees and palm trees	40.00	4.26% inc. $1,207.52	$48,300.91	$1,075.00	**$43,000.00**	**89.03%**
Annexation 21	**J**	TR 20126	Judson St & Lugonia Ave.- Ground cover, mulch, shrubs, orange groves, trees and basin	105.00	4.26% inc. $1,461.74	$153,482.50	$1,304.76	**$137,000.00**	**89.26%**
Annexation 22	**A** (Owner Maintained)	PM 19981 CRA 900	Parkway	15.48	4.26% inc. $310.61	$4,808.30	$0.00	**$0.00**	**0.00%**

EXHIBIT "B"
CITY OF REDLANDS
CFD 2004-1

District Landscaping	Maintenance Category	Tract/ Parcel Map No.	Landscape Areas	BUs	FY 24-25 Maximum Rates per Benefit Unit [1]	FY 24-25 Maximum Total Assessment	FY 24-25 Applied Rates per Benefit Unit	FY 24-25 Total Levy per Annexation [2]	FY 24-25 Percent of Max Tax
Annexation 23	**B**	PM 18536	Parkway	9.55	4.26% inc. $419.90	$4,010.00	$0.00	**$0.00**	**0.00%**
Annexation 24	**E**	CUP 1129	Parkway	3.95	4.26% inc. $779.81	$3,080.23	$0.00	**$0.00**	**0.00%**
Annexation 25	**G**	TTM 20065	Letter Lot A, infiltration nasin, trenches, storm drain facilities, and street trees	29.00	4.26% inc. $886.19	$25,699.45	$448.28	**$13,000.00**	**50.58%**
Annexation 26	**B**	TR 20257	Texas & Pioneer - Parkway trees	207.00	4.26% inc. $381.57	$78,985.67	$0.00	**$0.00**	**0.00%**
Annexation 27	**A**	Mountain View Building Planned Dev. #4	Split Rail Fence & Concrete	45.14	4.26% inc. $272.55	$12,303.01	$0.00	**$0.00**	**0.00%**
Annexation 29	**D**	TR 20336	Parkways, Sports Park, and drainage basins	317.00	$550.00	$174,350.00	$0.00	**$0.00**	**0.00%**

[1] The percentage increase listed is rounded to two decimal places, but has not been rounded when calculating the maximum rates for Fiscal Year 2024-25.

[2] Amount may be slightly off due to rounding.

Max/Applied Tax Rates per Benefit Unit for FY 24-25

District	Max Rates	Applied Rates	Notes
Original District (TR 16408)	$2,357.86	$1,859.38	
Annexation No. 1 (TR 16287)	$608.88	$475.00	
Annexation No. 2 (TR 16586)	n/a	n/a	Annexation is on Hold
Annexation No. 3 (TTM 17253)	$404.32	$0.00	
Annexation No. 4 (PM 17353)	$2,616.21	$2,155.17	
Annexation No. 5 (CRA 826)	$1,030.63	$876.60	
Annexation No. 6 (TR 14790-1)	n/a	n/a	Annexation Failed
Annexation No. 7 (PM 15573)	n/a	n/a	Annexation is on Hold
Annexation No. 8 (TR 16806)	$389.16	$0.00	
Annexation No. 9 (PM 18208)	$363.08	$317.27	
Annexation No. 10 (TR 18762)	n/a	n/a	Annexation is on Hold
Annexation No. 11 (PM 19731)	$348.98	$0.00	Business Owner's Association maintained.
Annexation No. 12a (TR 16465)	$1,132.87	$1,008.20	
Annexation No. 12b (TR 16627)	$1,266.15	$1,112.50	
Annexation No. 12c (TR 18979, 19975 & 20079)	$1,132.87	$979.51	
Annexation No. 12d (TR 18979, 19975 & 20079)	$1,132.87	$1,000.00	
Annexation No. 13 (TR 18882)	$2,064.52	$0.00	HOA Maintained
Annexation No. 14 (PM 19496)	$342.14	$288.00	
Annexation No. 15 (PM 18536-1)	$186.90	$0.00	
Annexation No. 16 (TR 18988)	$1,371.99	$1,231.71	
Annexation No. 17 (TR 17022)	$1,262.27	$0.00	
Annexation No. 18 (PM 19465)	$849.32	$0.00	Owner Maintained
Annexation No. 19 (PM 19942)	$1,428.82	$1,272.06	
Annexation No. 20 (TM 19956)	$1,207.52	$1,075.00	
Annexation No. 21 (TR 20126)	$1,461.74	$1,304.76	
Annexation No. 22 (PM 19981 CRA 900)	$310.61	$0.00	Owner Maintained
Annexation No. 23 (PM 18536)	$419.90	$0.00	
Annexation No. 24 (CUP 1129)	$779.81	$0.00	
Annexation No. 25 (TTM 20065)	$886.19	$448.28	
Annexation No. 26 (TR20257)	$381.57	$0.00	
Annexation No. 27 (Planned Dev #4)	$272.55	$0.00	
Annexation No. 29 (TR 20036)	$550.00	$0.00	

City Council Meeting **H. 12.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8614 to authorize a one-year time extension to the expiration date of Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

"I move to adopt Resolution No. 8614 to approve a one-year extension of time for Commission Review and Approval No. 918."

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8614 to approve a one-year extension of time for Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements located on the north side of North Place (APN: 0173-011-39-0000), approximately 400 feet east of S. Center Street, in the Residential Suburban (R-S) District.

DISCUSSION:

The approved project includes the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds and related site improvements, including driveways, parking lot, landscaping, and lighting on a one-acre property. The project is located on the north side of North Place (APN: 0173-011-39-0000) within the Residential Suburban (R-S) District. See Attachment A (Location Map), Attachment B (Project Plans), and Attachment C (Planning Commission Staff Report).

The Redlands Planning Commission approved Commission Review and Approval No. 918 on September 13, 2022, and the Conditions of Approval were included in Resolution No. 1588 (see Attachment D). The approval of the subject entitlements will expire on September 13, 2024, unless a grading or building permit has been issued to commence construction of the project, or an extension of time is granted. The applicant currently has no building permits under review in plan check and is actively searching for an investor to fund the development.

Approval of the time extension will make the new expiration date for this project September 13, 2025. No changes to the project are proposed, and the original Conditions of Approval remain applicable for the project. The applicant has indicated the approval of a one-year time extension will provide additional time to find an investor and begin the process of submitting building and grading plans for plan check.

In accordance with RMC Section 18.12.130, a Commission Review & Approval permit shall expire two (2) years from the date of approval unless the holder of the permit obtains a permit and begins construction or obtains an extension of time. The City Council may grant a one-year extension of time, not to exceed a total number of three (3) extensions. This is the applicant’s first request for a time extension.

ALTERNATIVES:

The City Council may deny the request, which would result in the expiration of Commission Review and Approval No. 918. This would require the applicant to resubmit an entirely new development application.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jazmin Serrato, Assistant Planner

Fiscal Impact

Fiscal Year:	23-24
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

No fiscal impact. The applicant paid the applicable application filing fee.

Attachments

Attachment A - Location Map
Attachment B - Approved Project Plans
Attachment C - Planning Commission Staff Report
Attachment D - Planning Commission Resolution No. 1588
Attachment E - Resolution No. 8614 (Extension of Time)



City of Redlands

Attachment A - Location Map

Commission Review and Approval No. 918 Time

NORTH PL. RESIDENTIAL CARE FACILITY FOR THE ELDERLY

ARCHITECTURAL GENERAL NOTES

1. THESE DRAWINGS AND OTHER CONTRACTS ARE INSTRUMENTS OF PROFESSIONAL SERVICES, NEVERTHELESS, THEY ARE THE PROPERTY OF MCNAUGHTON ARCHITECTURE, INC. THESE CONTRACT DOCUMENT MAY NOT BE USED WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT,

2. CONSTRUCTION OF THIS PROJECT SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS OF THE JURISDICTION IN WHICH IT IS TO BE CONSTRUCTED.

3. ALL LABOR, MATERIAL AND WORKMANSHIP SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS. IF ANY DISCREPANCIES OCCUR ON THESE DRAWINGS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN.

4. CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PROTECT THE PUBLIC AND PRIVATE PROPERTIES NEARBY FROM ANY DAMAGE AS A RESULT OF ACTIVITIES IN CONNECTION WITH THE CONSTRUCTION OF THIS PROJECT.

5. IN THE CASE OF CONSTRUCTION IN TOPOGRAPHICALLY OR ENVIRONMENTALLY DELICATE AREAS, THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONARY MEASURE TO PROTECT AND PRESERVE SUCH AREAS. ALL EXISTING TREES, VEGETATION, AND OTHER PHYSICAL FEATURE EXISTING WITHIN THE PROJECT SHALL BE PROTECTED FROM DAMAGE DURING THE EXECUTION OF THE WORK OF THIS PROJECT UNLESS SPECIFICALLY INDICATED TO BE REMOVED. IF ANY UNFORESEEN OR UNEXPECTED CONDITIONS SUCH AS UNDERGROUND FUEL STORAGE TANKS, OR HAZARDOUS WASTES OF ANY SORT ARE ENCOUNTERED DURING THE CONSTRUCTION OF THE PROJECT THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT.

6. OWNER & CONTRACTOR TO COORDINATE LOCATION OF ARE AVAILABLE TO CONTRACTOR FOR ADMINISTRATION & STAGING OF THE PROJECT THROUGHOUT THE CONSTRUCTION PROCESS.

7. THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE ALL PRECAUTIONS POSSIBLE TO CONTROL DUST RAISED DUE TO EARTHWORK AND OTHER ACTIVITIES THROUGHOUT THE CONSTRUCTION PROCESS. PROPER DUST ABATEMENT MEASURE ARE CRITICAL TO AVOID POSSIBLE DIRT AND DUST POLLUTION DAMAGE TO THE EXISTING BUILDINGS ON THE SITE AND TO SURROUNDINGS,

8. CONTRACTOR AND SUBCONTRACTORS SHALL KEEP CONSTRUCTION AND MATERIAL STORAGE AREAS IN A NEAT AND ORDERLY CONDITION FREE FROM ACCUMULATION OF DEBRIS.

9. IF CONTRACTOR OR SUBCONTRACTORS DISCOVER ANY DISCREPANCIES, ERRORS, OR OMISSIONS IN THESE DRAWINGS, OR QUESTIONS REGARDING THEIR INTENT, THE ARCHITECT SHALL BE NOTIFIED AT ONCE FOR CLARIFICATION.

10. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION, DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND CONDITIONS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ARCHITECTS ATTENTION IMMEDIATELY.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOR VERIFYING THE LOCATION OF EXISTING SITE UTILITIES AND UTILITY ELEMENTS. ALL COORDINATION FOR UTILITY DEVELOPMENT (ELECTRICAL, WATER, GAS, SEWER, AND TELEPHONE. ETC.)

12. THE CONTRACTOR IS RESPONSIBLE FOR PRODUCING A WEATHERTIGHT BUILDING - DETAILS AND OMISSIONS FROM DRAWINGS NOTWITHSTANDING. ALL DRAWING CONFLICTS OR CONDITIONS CONTRARY TO THE CREATION OF A WEATHERTIGHT BUILDING ARE TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT. IF A CONFLICT AMONG CONSTRUCTION DRAWINGS SHOULD OCCUR, THE LARGEST SCALE DRAWING SHALL GOVERN.

13. DO NOT ATTEMPT TO DETERMINE ANSWERS TO DIMENSIONAL QUESTIONS FROM THE ISSUE PRINTS OF THIS PROJECT. REFER QUESTIONS REGARDING DIMENSIONS TO THE ARCHITECT.

14. ALL FINISHING COLORS, TEXTURES, AND PATTERNS ARE TO BE SELECTED BY THE ARCHITECT AND SAMPLES SUBMITTED FOR ARCHITECTS'S APPROVAL PRIOR TO INSTALLATION AND/OR APPLICATION.

15. ALL FINISH GRADES SHALL SLOPE DOWNLOAD A MINIMUM OF 5% FOR A DISTANCE OF TEN FEET FROM THE BUILDING TO ENSURE PROPER DRAINAGE AWAY FROM THE BUILDING. FINISHING FLOOR SHALL BE A MINIMUM OF SIX INCHES ABOVE GRADE AT CONCRETE SLABS,

CITY OF REDLANDS STANDARD CONSTRUCTION NOTES:

BUSINESS LICENSE REQUIREMENT FOR ARCHITECTS, ENGINEERS CONTRACTORS AND SUB CONTRACTORS PER CITY OF REDLANDS ORDINANCE: **5.04.090: BUSINESS LICENSE REQUIREMENT.**

IT IS UNLAWFUL FOR ANY PERSON, WHETHER AS PRINCIPAL OR AGENT, CLERK OR EMPLOYEE, EITHER FOR HIMSELF OR FOR ANY OTHER PERSON, OR FOR ANY BODY CORPORATE, OR AS AN OFFICER OF ANY CORPORATION, OR OTHERWISE TO COMMENCE OR CARRY ON ANY LAWFUL BUSINESS, TRADE, CALLING, PROFESSION OR OCCUPATION IN THE CITY WITHOUT FIRST HAVING PROCURED A LICENSE FROM THIS CITY SO TO DO OR WITHOUT COMPLYING WITH ANY AND ALL REGULATIONS OF SUCH TRADE, CALLING, PROFESSION OR OCCUPATION CONTAINED IN THIS CHAPTER AND CHAPTER 5.08 OF THIS TITLE (PRIOR CODE 211)

"NEW CONSTRUCTION SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE CALIFORNIA BUILDING CODES' 2013 EDITIONS THAT INCLUDE THE RESIDENTIAL, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, GREEN BUILDING STANDARDS AND ENERGY' COMMISSION SERIES. IN CASES WHERE THE CODES MAY CONFLICT WITH THE PROVISIONS IN THESE PLANS OR SPECIFICATIONS, THE MORE RESTRICTIVE PROVISIONS SHALL GOVERN'. CALL FOR ALL REQUIRED INSPECTIONS PRIOR TO CONCEALING WORK.

"ANYONE WHO IS INVOLVED WITH THE CONSTRUCTION OF THIS PROJECT SHALL COMPLY WITH ALL APPLICABLE BEST MANAGEMENT PRACTICES (BMP) TO CONTAIN OR PREVENT ANY ILLEGAL DISCHARGES OR STORM-WATER POLLUTION WITHIN THE PROJECT BOUNDARY UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE PUBLIC WORKS INSPECTOR OF THE CITY."

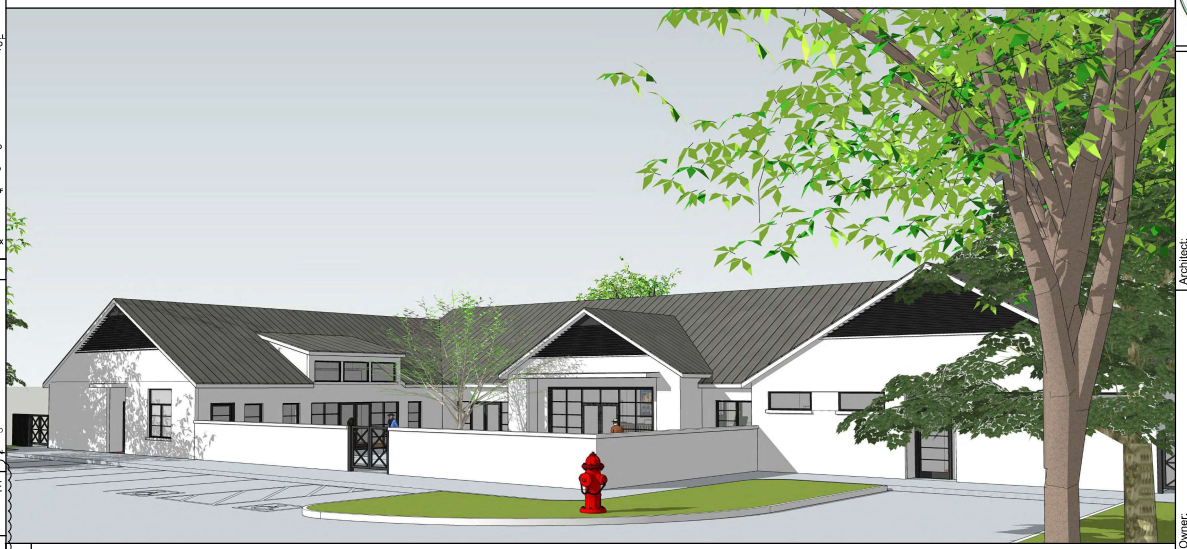
"RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS IS REQUIRED AS MANDATED BY AB 939 AND SB 1066 AND AS AMENDED BY CITY OF REDLANDS ORDINANCE 2544."

"CONSTRUCTION ACTIVITY NOISE SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 A.M AND 8:00 P.M. MONDAY THROUGH SATURDAY. RMO 8.06.060"

"EVERY PERMIT ISSUED UNDER THE PROVISIONS OF THESE PLANS SHALL EXPIRE BY LIMITATION AND BECOME NULL AND VOID IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS NOT COMMENCED WITHIN 180 DAYS FROM DATE OF SUCH PERMIT, OR IF THE BUILDING OR WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS OR MORE DAYS AFTER WORK IS COMMENCED.

"THE CHIEF BUILDING OFFICIAL MAY EXTEND THE TIME FOR COMMENCEMENT OF WORK FOR A PERIOD NOT EXCEEDING 180 DAYS UPON WRITTEN REQUEST BY THE PERMITTEE PROVIDING EVIDENCE OF THE CIRCUMSTANCES BEYOND THE CONTROL OF THE PERMITTEE WHICH HAVE PREVENTED WORK FROM COMMENCING.

"IT SHALL BE THE RESPONSIBILITY OF THE PERMITEE TO SHOW EVIDENCE OF "START OF CONSTRUCTION" BY ARRANGING FOR BUILDING INSPECTIONS WITHIN 180 DAYS AFTER ISSUANCE OF PERMIT AND TO VERIFY NON SUSPENSION OR ABANDONMENT OF WORK BY ARRANGING FOR BUILDING INSPECTIONS WHICH WILL SHOW THE WORK IS PROGRESSING WITHIN ANY 180 DAY TIME PERIOD.



1 PERSPECTIVE

PROJECT INFORMATION

PROJECT DESCRIPTION

Project is intended to open a resident care facility for the elderly to serve 28 clients ages 60 and over. Facility will be an assisted living center providing 24-hour non-medical care and supervision to its residents. Care provided will include assistance with bathing, grooming, dressing, meal preparation, arrangements for transportation to and from medical appointments and any other activities of daily life. Any medical care needed will be arranged through licensed agencies and professionals. Awake staff will be present at the facility 24 hours per day, 7 days per week. Three meals per day with snacks will be provided for the residents and staff will arrange daily activities with a published monthly calendar for families to join. Applicant will pursue a license from the State of California, Community Care Licensing Division once a CUP is approved. Facility will be run in accordance with state regulations and will be inspected annually by CCLD.
Project includes suite style living with private bathrooms for each bedroom as well as access to a secure private patio. Indoor/outdoor dinning optimizes common areas for family gatherings and potlucks. Open kitchen allows residents to partake in meal preparation and emulates a home like environment. Sun Room offers private sitting area for residents to read or spend time with their families in a more private setting. A separate office, laundry, employee break room and medication room are also present in the facility.
Property owner has an existing assisted living located in Redlands next to Sylvan Park. Proposed project on North Place will model the existing facility. Planning Commission is welcome to arrange a tour of the existing facility to see the quality of project proposed.

PROJECT SUMMARY

Residential Care Facility for the Elderly (R-2.1) , 28 Residents, 8 Employees on the largest shift, 14 bedrooms, 15 bathrooms, 17 parking spaces, 2 accessible spaces including (1) van accessible, Awake Staff 24/7

LANDSCAPE CALCULATION

LOT AREA : 43,620 SF
LANDSCAPE (EXCLUDE <5' PLANTER) : 9,771.5 SF

OVERALL LANDSCAPE : 9,771.5 / 43,620 = 0.224 = 22.4%

PARKING AREA : 18,403.6 SF
LANDSCAPE (PARKING AREA) : 5,163.1

PARKING AREA LANDSCAPE : 5,163.1 / 18,403.6 = 0.28 = 28%

APPLICABLE CODES

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA PLUMING CODE (CPC)
2019 CALIFORNIA MECHANICAL CODE (CMC)
2019 CALIFORNIA ELECTRIC CODE (CEC)
STATE OF CALIFORNIA BUILDING CODE TITLE 24 HANDICAPPED ACCESS AND TITLE 24 ENERGY STANDARDS
ALL GOVERNING LOCAL CODES AND ORDINANCES
CONSTRUCTION ACTIVITY SHALL NOT BEGIN BEFORE 7 A.M. OR CONTINUE LATER THAN 6 PM, MONDAY THROUGH FRIDAY

PROJECT SUMMARY

OWNER : KIERSTEN VANCE
KIERSTENVANCE@ME.COM
ADDRESS : NORTH PL., REDLANDS, CA 92373
APN : 0173-011-39
LOT AREA : 43,620 SF
BLDG AREA: 12,224 GSF

BUILDING SUMMARY

ALLOWABLE BUILDING AREA

USE GROUP : R 2.1 • ASSISTED CARE FACILITY FOR ELDERLY
CONST. TYPE : V-A (S1) - AUTOMATIC FIRE SPRINKLER SYSTEM

ALLOWABLE BLDG AREA : 42,000 SF
PROPOSED BLDG AREA : 12,585 SF

LOT AREA COVERAGE

ZONE : R-S

LOT SIZE : 43,620 SF
BUILDING AREA : 12,585 SF
COVERED PORCH AREA : 450 SF
TOTAL AREA = 12,585+450 = 13,035 SF
LOT AREA COVERAGE (= 29.8% / 40% MAX. COVERAGE ALLOWED)

EXITING SUMMARY

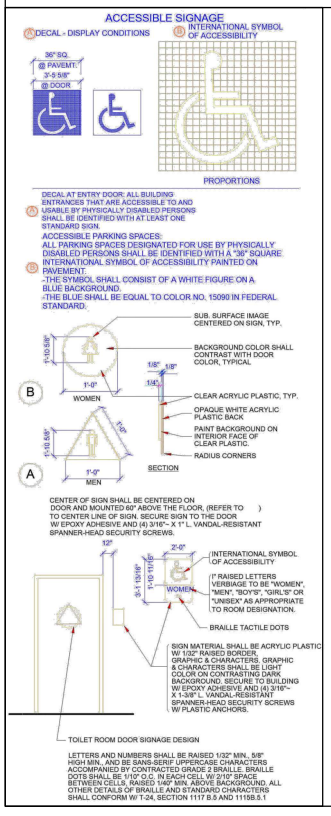
R-2.1 AREA 12,224 GSF/200 = 62
62 TOTAL = (2) EXITS REQUIRED (7) EXITS PROVIDED
62(0.2") = 12.4" MIN. WIDTH : 36" EGRESS DOORS PROVIDED

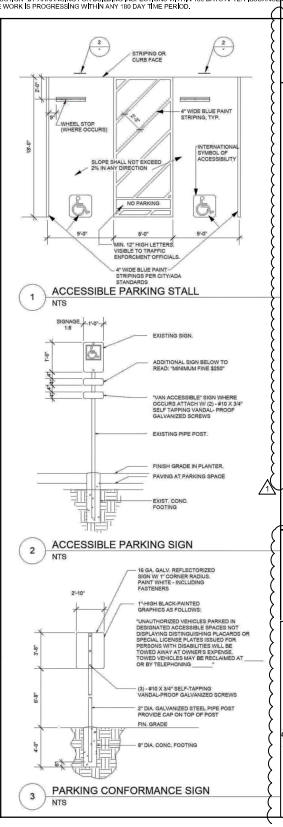
PARKING SUMMARY

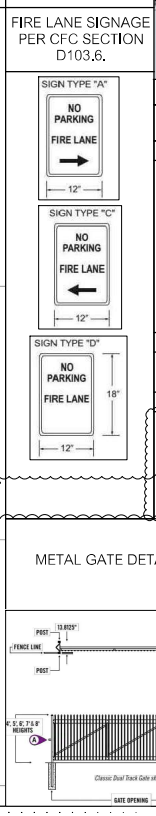
REQUIREMENT :
(1 PARKING SPACE PER 3 BEDS, (1) PARKING SPACE PER EMPLOYEE ON LARGEST SHIFT
28 BEDS / 3 = 9.3 (10) SPACES
8 EMPLOYEES (8) SPACES
TOTAL = **18 SPACES REQUIRED**
18 SPACES PROVIDED
INCLUDING (2) ADA COMPLIANT PARKING SPACES (1) VAN ACCESSIBLE

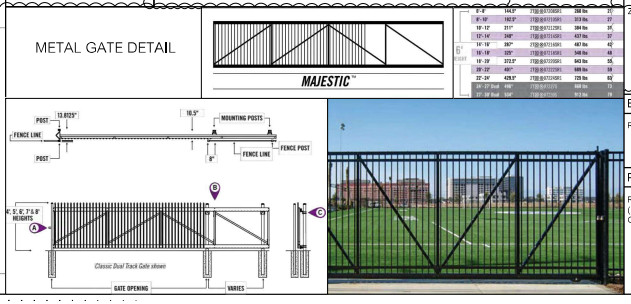
SHEET INDEX

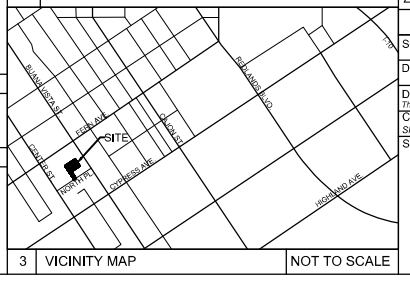
T-1.0	TITLE SHEET / ARCHITECTURAL NOTES / PROJECT SUMMARY / PERSPECTIVE
T-1.0	ARCHITECTURAL SITE PLAN - FIRE LANE
A-1.0	ARCHITECTURAL SITE PLAN
A-1.1	ARCHITECTURAL FLOOR PLAN
A-1.2	ROOF PLAN
A-1.3	EXTERIOR ELEVATIONS
A-1.4	PERSPECTIVE RENDERINGS
PG-01	PRELIMINARY GRADING PLAN 01/03
PG-02	PRELIMINARY GRADING PLAN 02/03
PG-03	PRELIMINARY GRADING PLAN 03/03
CLP-1	CONCEPTUAL LANDSCAPE PLAN











3 VICINITY MAP NOT TO SCALE

Architect: MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE STREET, SUITE 420 REDLANDS CA. 92373
PHONE: (909) 557-2366
shan@mcnarc.com
www.mcnarc.com

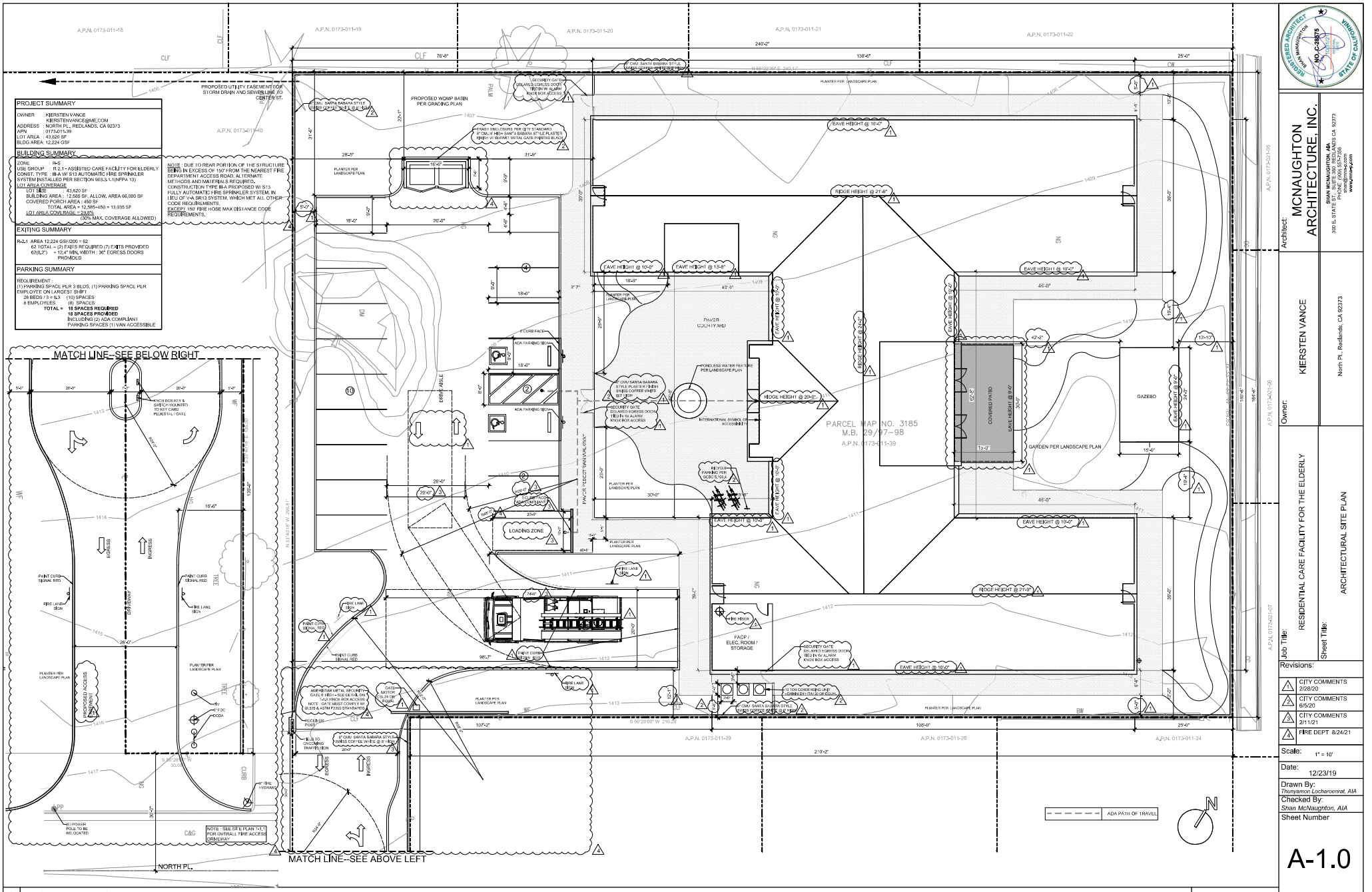
Owner: KIERSTEN VANCE
North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY
Sheet Title: TITLE SHEET / ARCHITECTURAL NOTES / PROJECT SUMMARY / PERSPECTIVE

Revisions:
1 CITY COMMENTS 2/28/20
2 CITY COMMENTS 6/5/20
3 CITY COMMENTS 2/11/21

Scale: AS NOTED
Date: 12/23/19
Drawn By: *Thunyamon Locharoenrat, AIA*
Checked By: *Shan McNaughton, AIA*
Sheet Number

T-1.0



REGISTERED ARCHITECT SHAN MCNAUGHTON No. C-28575 STATE OF CALIFORNIA

Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE ST. #420 REDLANDS CA. 92373
PHONE (909) 557-2266
shan@mcn-a.com
www.mcn-a.com

Owner:
KIERSTEN VANCE
North Pl, Redlands, CA 92373

Job Title:
RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title:
ARCHITECTURAL SITE PLAN

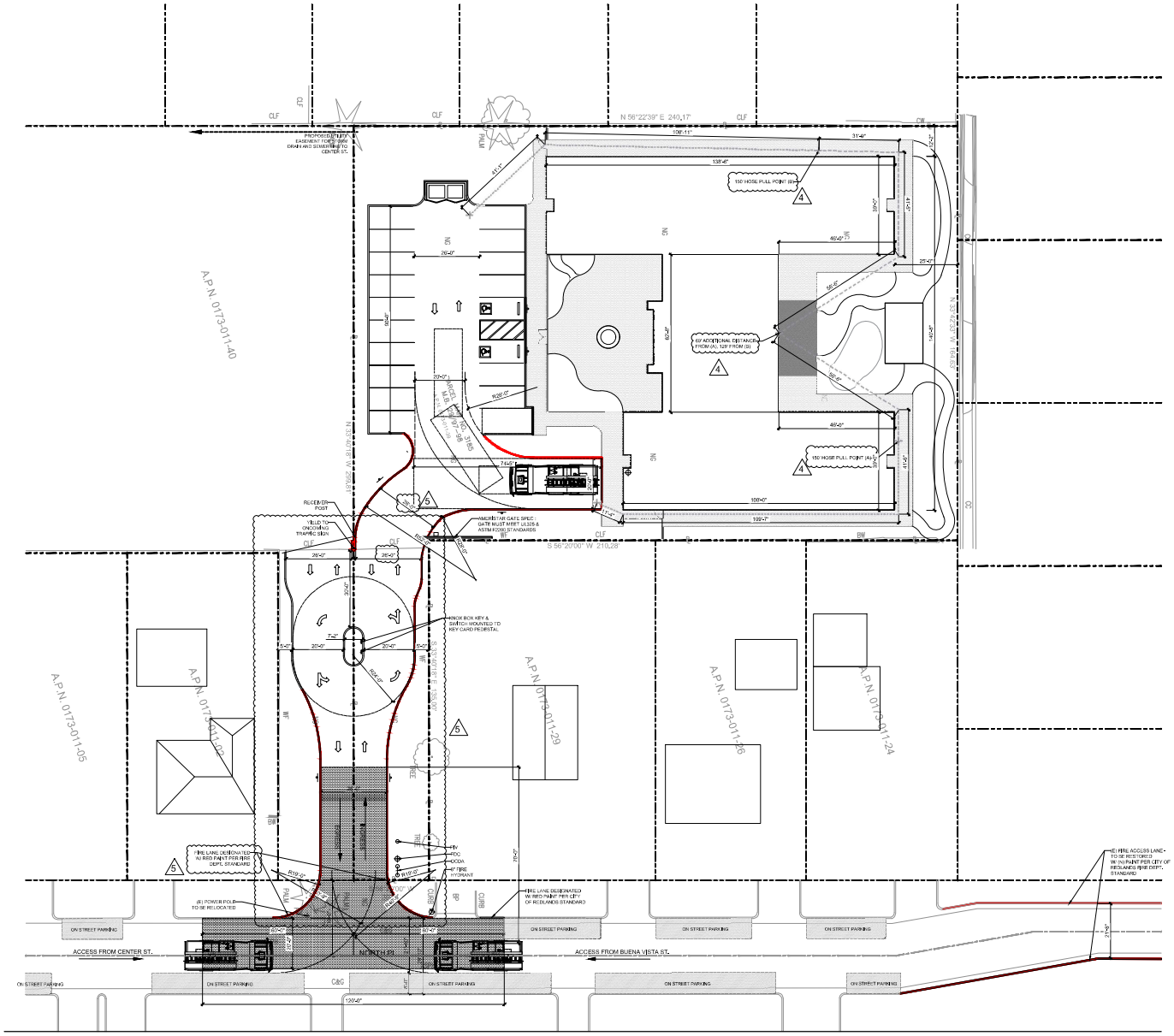
Revisions:

1	CITY COMMENTS 2/28/20
2	CITY COMMENTS 6/5/20
3	CITY COMMENTS 2/11/21
1	FIRE DEPT 8/24/21

Scale: 1" = 10'
Date: 12/23/19
Drawn By: *Thunyamon Locharoenrat, AIA*
Checked By: *Shan McNaughton, AIA*
Sheet Number

A-1.0

1 | ARCHITECTURAL SITE PLAN | SCALE 1"= 10'



1 ARCHITECTURAL SITE PLAN SCALE 1"= 20'

Architect:
MCNAUGHTON ARCHITECTURE, INC.
SHAN MCNAUGHTON, AIA
300 E. STATE ST. SUITE 420 REDLANDS CA 92373
PHONE: (909) 557-1268
shan@mmarc.com
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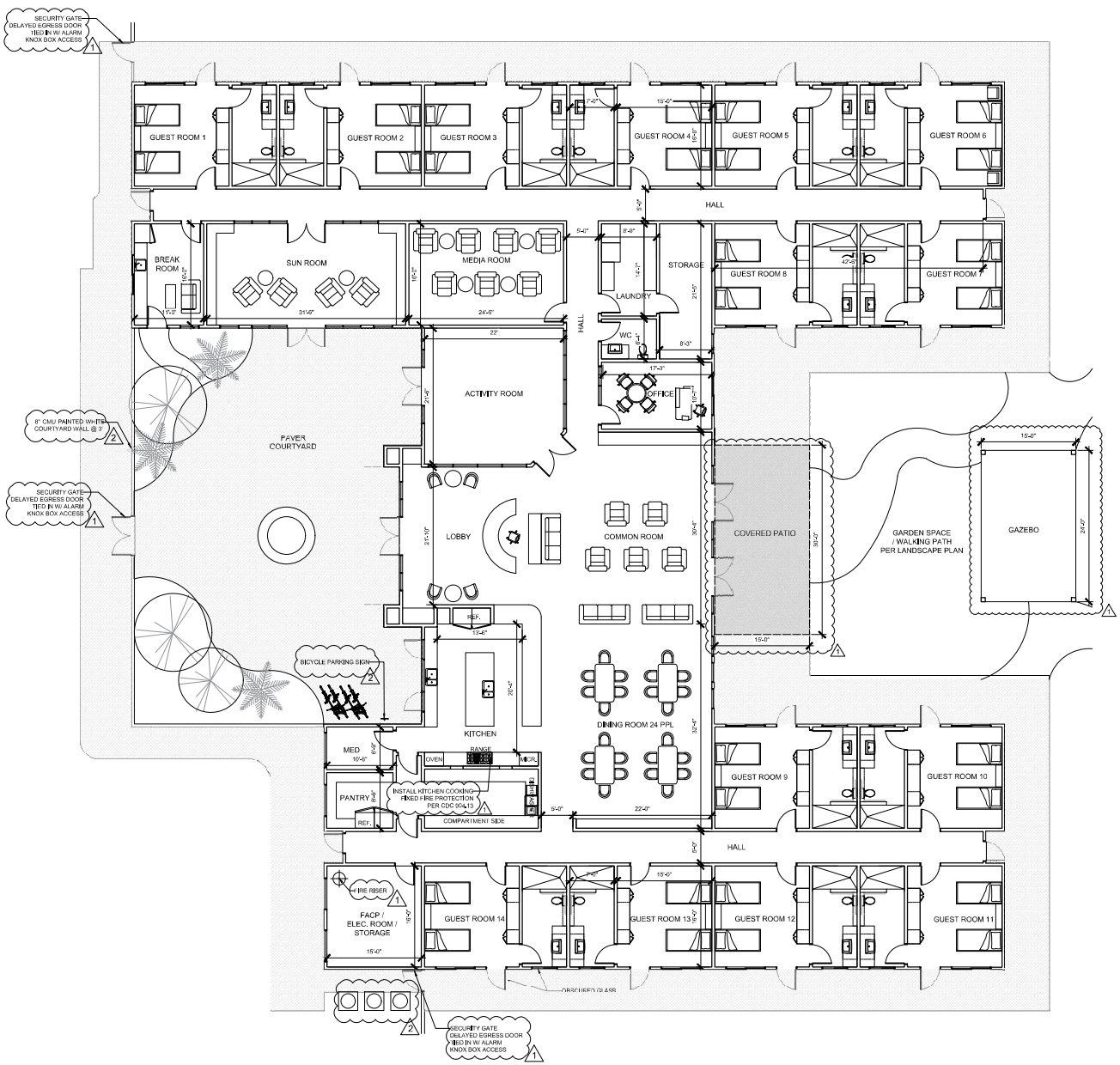
Owner:
KIERSTEN VANCE
North Pl., Redlands, CA 92373

Job Title:
RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title:
ARCHITECTURAL SITE PLAN

Revisions:
4 FIRE DEPT 8/24/21
5 FIRE DEPT 4/13/22

Scale: 1" = 20'
Date: 09/20/21
Drawn By: *Thunyamon Lochareonrat, AIA*
Checked By: *Shan McNaughton, AIA*
Sheet Number
T-1.1 4



1 | ARCHITECTURAL FLOOR PLAN | SCALE 1/8"= 1'-0"

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-28575 STATE OF CALIFORNIA

Architect: MCNAUGHTON ARCHITECTURE, INC.

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shan@mna-pl.com
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Owner: KIERSTEN VANCE

North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title: ARCHITECTURAL FLOOR PLAN

Revisions:

1 CITY COMMENTS 2/28/20

2 CITY COMMENTS 6/5/20

Scale: 1/8" = 1'-0"

Date: 12/23/19

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-1.1



4 SOUTH ELEVATION — SCALE 1/8"= 1'-0"



3 WEST ELEVATION — SCALE 1/8"= 1'-0"



2 EAST ELEVATION — SCALE 1/8"= 1'-0"



1 NORTH ELEVATION — SCALE 1/8"= 1'-0"

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-29575 STATE OF CALIFORNIA

Architect: MCNAUGHTON ARCHITECTURE, INC.

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Owner: KIERSTEN VANCE

North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title: ELEVATIONS

Revisions:

1 CITY COMMENTS 2/28/20

Scale: 1/8" = 1'-0"

Date: 12/23/19

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-1.3



3 NORTHWEST EXTERIOR PERSPECTIVE



4 NORTHEAST EXTERIOR PERSPECTIVE



1 INTERIOR PERSPECTIVE (DINING AND COMMON ROOM)



2 INTERIOR PERSPECTIVE (KITCHEN)

Architect:
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Owner: KIERSTEN VANCE

North Pl., Redlands, CA 92373

Job Title: RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title: PERSPECTIVES AND RENDERINGS

Revisions:

1 CITY COMMENTS 2/28/20

Scale: NO SCALE

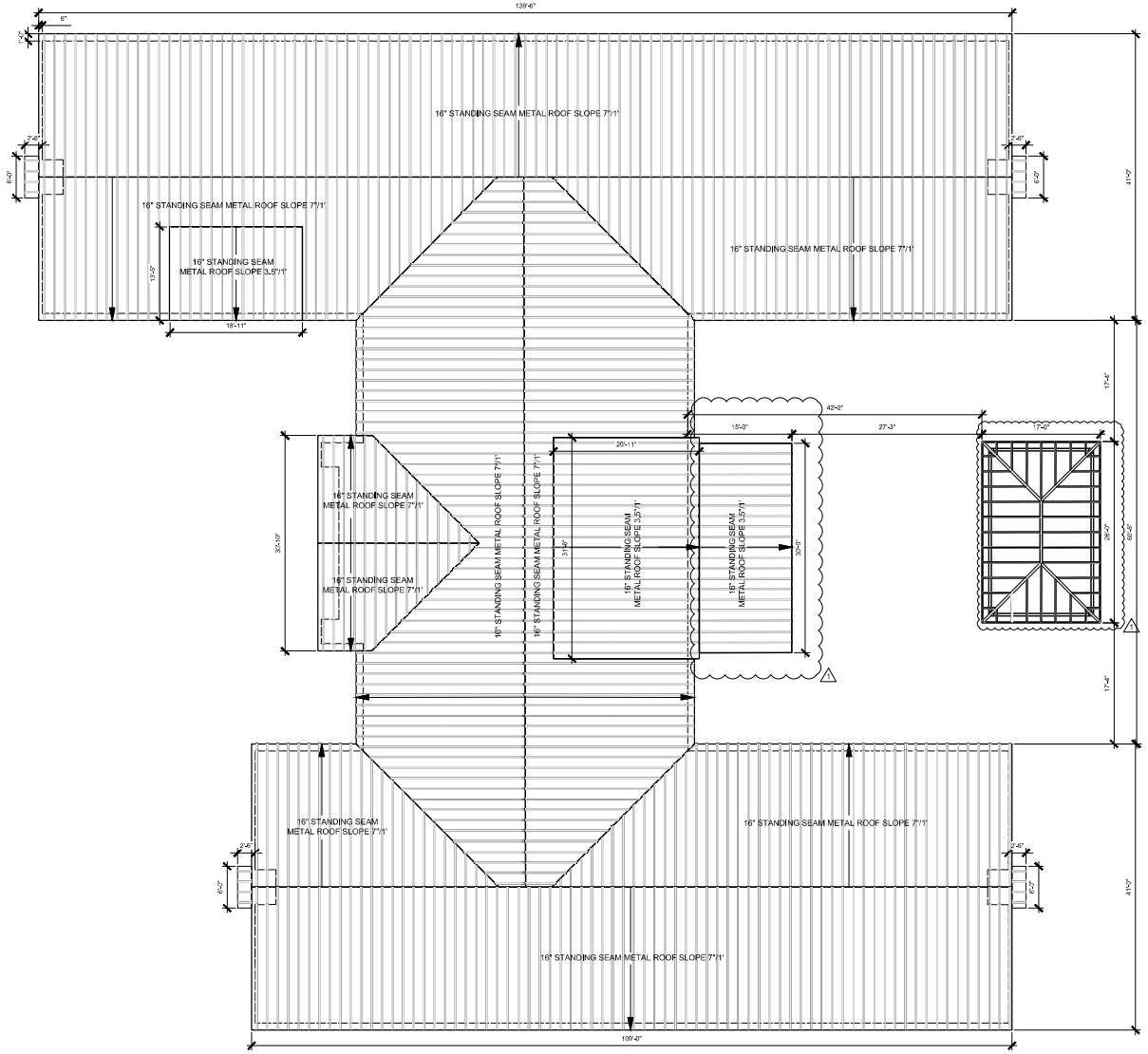
Date: 12/23/19

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-1.4



1 | ARCHITECTURAL ROOF PLAN

SCALE 1/8"= 1'-0"

REGISTERED ARCHITECT SHAN MCNAUGHTON NO. C-29575 STATE OF CALIFORNIA

Architect:
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Owner:
KIERSTEN VANCE

North Pl., Redlands, CA 92373

Job Title:
RESIDENTIAL CARE FACILITY FOR THE ELDERLY

Sheet Title:
ARCHITECTURAL ROOF PLAN

Revisions:

1	CITY COMMENTS 2/28/20

Scale: 1/8" = 1'-0"

Date: 12/23/19

Drawn By: *Thunyamon Locharoenrat, AIA*

Checked By: *Shan McNaughton, AIA*

Sheet Number

A-1.2

NORTH PLACE

RESIDENTIAL CARE FOR THE ELDERLY

NORTH PLACE- REDLANDS, CA 92373



PLANTING LEGEND

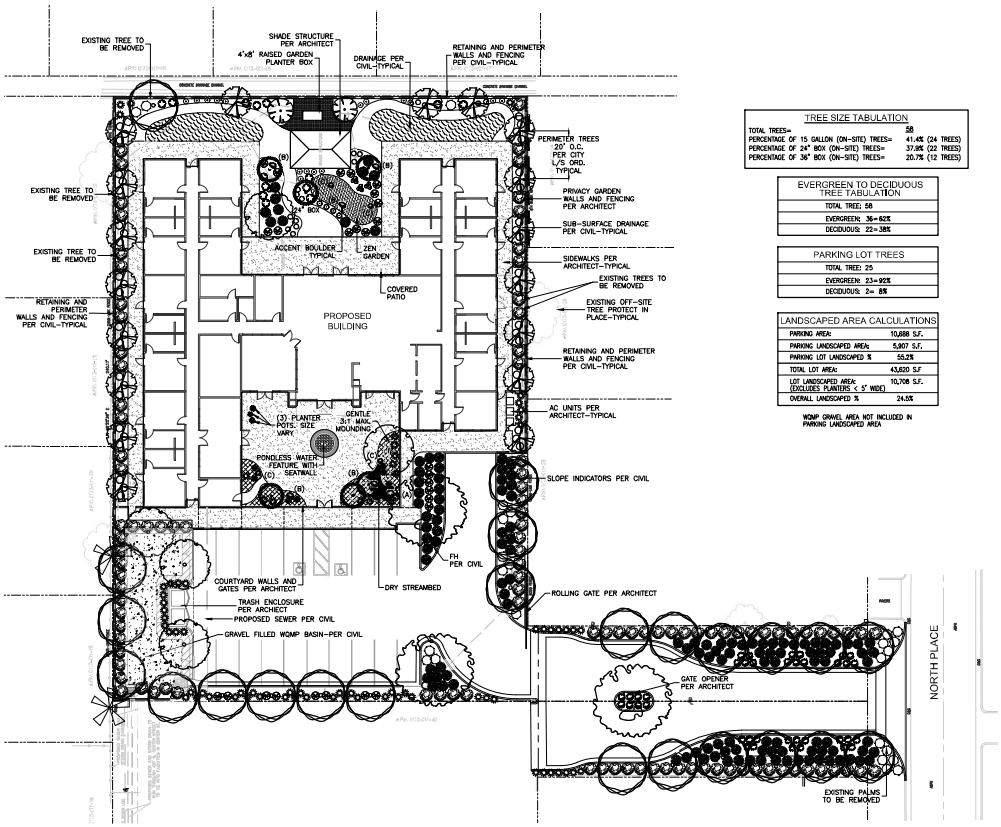
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES/	CALIPER SIZE/	MATURITY (YRS)
	TREES								
	CITRUS	DWARF NAVEL ORANGE	24" BOX	2	PER PLAN	0.4	TREE FORM	1-1/4" TO 1-3/4"	5
	GELEIRA PARVIFLORA	AUSTRALIAN WILLOW	15 GAL 24" BOX	19 5	PER PLAN	0.4	TREE FORM	3/4" TO 1" 1-1/4" TO 1-3/4"	5
	GINKGO BILOBA 'PRINCETON SENTRY'	MAIDENHAIR TREE	24" BOX 36" BOX	1 3	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4" 2-1/2" TO 2-3/4"	5
	LAGERSTROEMIA I. 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24" BOX	18	PER PLAN	0.3	TREE FORM	1-1/4" TO 1-3/4"	5
	MAGNOLIA G. 'SAMUEL SOMMER'	SAMUEL SOMMER MAGNOLIA	36" BOX	3	PER PLAN	0.4	TREE FORM	2-1/2" TO 2-3/4"	5
	MAGNOLIA x. SOULANGEANA	SAUCER MAGNOLIA	24" BOX	1	PER PLAN	0.4	MATURE, MULTI-TRUNK	1-1/4" TO 1-3/4"	5
	PINUS THUNBERGII	JAPANESE BLACK PINE	24" BOX	6	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4"	5
	SHRUBS								
	ABELIA G. 'EDWARD GOUCHER'	ABELIA x. EDWARD GOUCHER	5 GAL	101	5' O.C.	0.3	PROVIDE NURSERY TAGS		
	ACACIA COGNATA 'COUSIN ITT'	LITTLE RIVER WATTLE	5 GAL	2		0.3	PROVIDE NURSERY TAGS IN PLANTER POTS		
	NANDINA D. 'MOYERS RED'	MOYER'S RED HEAVENLY BAMBOO	5 GAL	67	6 3'	0.4	PROVIDE NURSERY TAGS		
	RHAPHIOPEPIS I. 'BALLERINA'	BALLERINA INDIAN HAWTHORN	5 GAL	14	PER PLAN	0.4	PROVIDE NURSERY TAGS		
	ROSA 'CAMARA'	MINIATURE RED ROSE BUSH	5 GAL	1		0.4	PROVIDE NURSERY TAGS IN PLANTER POTS		
	ROSA 'ICEBERG'	WHITE ROSE	5 GAL	3	PER PLAN	0.4	PROVIDE NURSERY TAGS		
	ROSA 'NEW GENERATION SCARLET'	NEW GENERATION SCARLET CARPET ROSE	5 GAL	38	4' O.C.	0.4	PROVIDE NURSERY TAGS		
	PERENNIALS								
	DIETES BICOLOR	FORTNIGHT LILY	1 GAL	9	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	LAVENDULA 'OTTO QUAST'	O.Q. SPANISH LAVENDER	1 GAL	17	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	LOMANDRA LONGIFOLIA 'BREEZE'	BREEZE DWARF MAT RUSH	1 GAL	27	2.5'	0.3	PROVIDE NURSERY TAGS		
	TELEKIUM MAJORICUM	GERMANDER	1 GAL	16	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	THYMUS P. 'COCCINEUM'	PINK CREEPING THYME	1 GAL	4	PER PLAN	0.3	PROVIDE NURSERY TAGS		
	GROUND COVERS								
	JUNIPERUS W. 'BLUE CARPET'	BLUE CARPET JUNIPER	1 GAL	130	4' O.C.	0.4	PROVIDE NURSERY TAGS		
	LANTANA 'NEW GOLD'	NEW GOLD YELLOW LANTANA	1 GAL	28	4' O.C.	0.3	PROVIDE NURSERY TAGS		
	ROSMARINUS O. 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL	45	3' O.C.	0.3	PROVIDE NURSERY TAGS		
	LONICERA JAPONICA	HALLS JAPANESE HONEYSUCKLE	FLATS	262 S.F.		0.3	PROVIDE NURSERY TAGS		
	SOD	TAL. DWARF FESCUE	LAWN	950 S.F.		0.7	AVAILABLE THRU A-G SOD		
	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL	33	3' O.C.	0.3	PROVIDE NURSERY TAGS		
	ORGANIC MULCH	RECYCLED WOOD CHIPS	3" DEEP	6,893 S.F.			MAXIMUM CHIP SIZE 4"		
	COBBLES	3" TO 4" SANTA FE	(1) LAYER	120 S.F.			AVAILABLE FROM SMR AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL		
	CLEAN WHITE PLAYGROUND SAND		2" DEEP	275 S.F.			AVAILABLE FROM SMR AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL		
	SOUTHWEST BROWN DECOMPOSED GRANITE FINE-INCORPORATE SOIL SECURE STABILIZER (1) LAYER AT 10 LBS/TON			250 S.F.			AVAILABLE FROM SMR AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL		
(A) (B) (C)	BOULDER-GRAY GRANITE	SIZES: ONE (A) 2'x3', FIVE (B) 2.5'x2', FOUR (C) 2'x2'		10			LOCALLY SOURCED-BURY 1/3 FOR NATURAL LOOK		

TREE SIZE TABULATION	
TOTAL TREES=	38
PERCENTAGE OF 15 GALLON (ON-SITE) TREES=	41.4% (24 TREES)
PERCENTAGE OF 24" BOX (ON-SITE) TREES=	37.9% (23 TREES)
PERCENTAGE OF 36" BOX (ON-SITE) TREES=	20.7% (12 TREES)

EVERGREEN TO DECIDUOUS TREE TABULATION
TOTAL TREE: 58
EVERGREEN: 39=62%
DESIDUOUS: 22=38%

STB LANDSCAPE ARCHITECTS, INC.

1" = 10'



TREE SIZE TABULATION	
TOTAL TREES=	58
PERCENTAGE OF 15 GALLON (ON-SITE) TREES=	41.4% (24 TREES)
PERCENTAGE OF 24" BOX (ON-SITE) TREES=	37.9% (22 TREES)
PERCENTAGE OF 36" BOX (ON-SITE) TREES=	20.7% (12 TREES)

EVERGREEN TO DECIDUOUS TREE TABULATION
TOTAL TREE: 58
EVERGREEN: 36=62%
DECIDUOUS: 22=38%

PARKING LOT TREES
TOTAL TREE: 25
EVERGREEN: 23=92%
DECIDUOUS: 2= 8%

LANDSCAPED AREA CALCULATIONS	
PARKING AREA:	10,688 S.F.
PARKING LANDSCAPED AREA:	5,907 S.F.
PARKING LOT LANDSCAPED %	55.2%
TOTAL LOT AREA:	43,820 S.F
LOT LANDSCAPED AREA: (EXCLUDES PLANTERS < 5' WIDE)	10,706 S.F.
OVERALL LANDSCAPED %	24.5%

WQMP GRAVEL AREA NOT INCLUDED IN PARKING LANDSCAPED AREA

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	SPACING	WUCOLS#	NOTES/ CALIPER SIZE/	MATURITY (YRS)
	TREES							
	CITRUS	DWARF NAVEL ORANGE	24" BOX	2	PER PLAN	0.4	TREE FORM	1-1/4" TO 1-3/4" 5
	GEIJERA PARVIFLORA	AUSTRALIAN WILLOW	15 GAL	24	PER PLAN	0.4	TREE FORM	3/4" TO 1" 5
	GINKGO BILOBA 'PRINCETON SENTRY'	MAIDENHAIR TREE	24" BOX 36" BOX	1 3	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4" 5 2-1/2" TO 2-3/4"
	LAGERSTROEMIA L 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24" BOX	18	PER PLAN	0.3	TREE FORM	1-1/4" TO 1-3/4" 5
	MAGNOLIA G. 'SAMUEL SOMMER'	SAMUEL SOMMER MAGNOLIA	36" BOX	3	PER PLAN	0.4	TREE FORM	2-1/2" TO 2-3/4" 5
	MAGNOLIA x. SOULANGEANA	SAUCER MAGNOLIA	24" BOX	1	PER PLAN	0.4	NATURAL MULTI-TRUNK	1-1/4" TO 1-3/4" 5
	PINUS THUNBERGII	JAPANESE BLACK PINE	36" BOX	6	PER PLAN	0.4	LOW BRANCHED	1-1/4" TO 1-3/4" 5
	SHRUBS							
	ABELIA G. 'EDWARD GOUCHER'	ABELIA x. EDWARD GOUCHER	5 GAL	101	5' O.C.	0.3	PROVIDE NURSERY TAGS	
	ACACIA COGNATA 'COUSIN ITT'	LITTLE RIVER WATTLE	5 GAL	2		0.3	PROVIDE NURSERY TAGS IN PLANTER POTS	
	NANDINA D. 'MOYERS RED'	MOYER'S RED HEAVENLY BAMBOO	5 GAL	67	± 3'	0.4	PROVIDE NURSERY TAGS	
	RHAPHIOPEPIS I. 'BALLERINA'	BALLERINA INDIAN HAWTHORN	5 GAL	14	PER PLAN	0.4	PROVIDE NURSERY TAGS	
	ROSA 'CARAMBA'	MINIATURE RED ROSE BUSH	5 GAL	1		0.4	PROVIDE NURSERY TAGS IN PLANTER POTS	
	ROSA 'ICEBERG'	WHITE ROSE	5 GAL	3	PER PLAN	0.4	PROVIDE NURSERY TAGS	
	ROSA 'NEW GENERATION SCARLET'	NEW GENERATION SCARLET CARPET ROSE	5 GAL	38	4' O.C.	0.4	PROVIDE NURSERY TAGS	
	PERENNIALS							
	DIETES BICOLOR	FORTNIGHT LILY	1 GAL	9	PER PLAN	0.3	PROVIDE NURSERY TAGS	
	LAVENDULA 'OTTO QUAST'	O.Q. SPANISH LAVENDER	1 GAL	17	PER PLAN	0.3	PROVIDE NURSERY TAGS	
	LOMANDRA LONGIFOLIA 'BREEZE'	BREEZE DWARF MAT RUSH	1 GAL	27	2.5'	0.3	PROVIDE NURSERY TAGS	
	TEUCRIUM MAJORICUM	GERMANDER	1 GAL	16	PER PLAN	0.2	PROVIDE NURSERY TAGS	
	THYMUS P. 'COCCINEUM'	PINK CREEPING THYME	1 GAL	4	PER PLAN	0.3	PROVIDE NURSERY TAGS	
	GROUND COVERS							
	JUNIPERUS W. 'BLUE CARPET'	BLUE CARPET JUNIPER (GROWS 6" HIGH MAXIMUM)	1 GAL	130	4' O.C.	0.3	PROVIDE NURSERY TAGS	
	LANTANA 'NEW GOLD'	NEW GOLD YELLOW LANTANA	1 GAL	26	4' O.C.	0.2	PROVIDE NURSERY TAGS	
	ROSMARINUS O. 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL	45	3' O.C.	0.2	PROVIDE NURSERY TAGS	
	LONICERA JAPONICA	HALLS JAPANESE HONEYSUCKLE	FLATS	352 S.F.			PROVIDE NURSERY TAGS INSTALL 2" DEEP ORGANIC MULCH	
	SOD	TALL DWARF FESCUE	LAWN	950 S.F.			AVAILABLE THRU A-G SOD	
	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1 GAL	33	3' O.C.	0.4	PROVIDE NURSERY TAGS	
	ORGANIC MULCH	RECYCLED WOOD CHIPS	3" DEEP	10,063 S.F.			MAXIMUM CHIP SIZE 4"	
	COBBLES	2" TO 4" SANTA FE	(1) LAYER	120 S.F.			AVAILABLE FROM SMB AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL	
	CLEAN WHITE PLAYGROUND SAND		2" DEEP	275 S.F.			AVAILABLE FROM SMB AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL	
	SOUTHWEST BROWN DECOMPOSED GRANITE FINE-INCORPORATE SOIL SECURE STABILIZER AT 12 LBS/TON		(1) LAYER	250 S.F.			AVAILABLE FROM SMB AT (760) 451-3333-INSTALL OVER DEWITT'S PRO 5-WEED BARRIER OR EQUAL	
(A) (B) (C)	BOULDER-GRAY GRANITE	SIZES: ONE (A) 3'x3', FIVE (B) 2.5'x2', FOUR (C) 2'x2'		10			LOCALLY SOURCED-BURY 1/3 FOR NATURAL LOOK	

MAINTENANCE RESPONSIBILITY NOTE:

THE OWNER WILL BE RESPONSIBLE FOR ALL MAINTENANCE AND WATER MANAGEMENT WITHIN THEIR PROPERTY.

WATER CONSERVATION STATEMENT:

FINAL LANDSCAPE PLANS MEET ALL WATER CONSERVATION REQUIREMENTS SET FORTH IN BOTH THE CITY AND STATE ORDINANCES. THE FINAL PLANS WILL ACHIEVE THESE GOALS THROUGH THE USE OF HIGHLY EFFICIENT DRIPLINES AND/ OR EMITTERS AND TREE BUBBLERS TO ALL PLANTED AREAS, COMBINED WITH A "SMART" E.T. BASED CONTROLLER AND RAIN SHUT-OFF DEVICE. THE CONTROLLER WILL RECEIVE E.T. INFORMATION THAT WILL ALLOW THE CONTROLLER TO UP-DATE R.C.V. RUN TIMES ON A DAILY BASIS THEREBY REDUCING THE NEED FOR MANUALLY ADJUSTING THE CONTROLLER FOR WEEKLY OR SEASONAL WEATHER CHANGES

MAWA AND ETWU CALCULATIONS

California Water Efficient Landscape Worksheet

Reference Evapotranspiration (ET$_o$): 59.9 — Project Type: Residential — ETAF: 0.55

Hydrozone # / Planting Description*	Plant Factor (PF)	Irrigation Method*	Irrigation Efficiency (IE)*	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)*
Regular Landscape Areas							
TURF	0.7	Overhead	0.75	0.93	950	887	32839
SHRUBS/TREES	0.4	Drip	0.81	0.49	10,063	4969	184553
NONE (RFI) AREAS			0.75	0.00	1636	0	0
			0.75	0.00	0	0	0
				Totals	12649	5856	217482
Special Landscape Areas							
				1.0		0	0
				Totals	0	0	0
						ETWAU Total	217482
						Maximum Allowed Water Allowance (MAWA)*	298367

* Hydrozone # / Planting Description e.g. 1.) Front lawn 2.) Low water use planting

0.45	Non-Residential
0.55	Residential
0.81	Drip
0.75	Overhead

Tree	wetted area= 18 s.f. / tree
Shrub	Wetted area= 9 s.f. / shrub

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	5856
Total Area	12649
Average ETAF	0.46

All Landscape Areas	
Total ETAF x Area	5856
Total Area	12649
Average ETAF	0.46

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

LANDSCAPE AREA CALCULATIONS NOTE

NOTE: LANDSCAPED AREA IN MAWA CALCULATIONS INCLUDES ALL LANDSCAPED AREAS, INCLUDING THOSE LESS THAN 5' IN WIDTH.



PRELIMINARY-NOT FOR CONSTRUCTION

Scale 1" = 20'

UNDERGROUND SERVICE ALERT
CALL TOLL FREE 811
(two working days before you dig)

REGISTERED LANDSCAPE ARCHITECT
CHRIS T. RUBIN
No. 6122
Exp. 08-31-24
STATE OF CALIFORNIA

STB LANDSCAPE ARCHITECTS, INC
115 SOUTH 5TH STREET
REDLANDS, CA 92373
PH 909.793.2400 FAX 909.793.2405
CA LIC. NO. 2726 NV LIC. NO. 1081

CONCEPTUAL LANDSCAPE PLAN

NORTH PLACE
RESIDENTIAL CARE FOR THE ELDERLY
NORTH PLACE
REDLANDS, CA 92373
APN: 0173-011-39

REVISIONS

DRAWN BY: CAD
DESIGNED BY: CR
CHECKED BY: STB
DATE: 7/27/22
JOB NO.: 19-46
SCALE: 1"=20'
SHEET: CLP-1
OF 1 SHEETS

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City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. B.**

Meeting Date: 09/13/2022

APPLICANT:

REDLANDS ASSISTED LIVING, LLC
(PROJECT PLANNER: BRIAN FOOTE, CITY PLANNER/PLANNING MANAGER)

PUBLIC HEARING for a **Socio-Economic Cost/Benefit Study** and **Commission Review & Approval No. 918** - A request to construct a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District. The project qualifies for exemption from environmental review in accordance with Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

SYNOPSIS

1. General Plan Designation:	Low Density Residential	
2. Existing Zoning:	Residential Suburban (R-S)	
3. Surrounding Zoning:	North, East, South, West: Residential Suburban (R-S) district	
4. Existing Land Use:	The subject property is currently vacant and unimproved.	
5. Surrounding Land Use:	North, East, South, West: Single-family residential neighborhood	
6. Area / Topography:	The project site is flat and level, and slopes approximately 3.3% to the northwest.	
7. Environmental Determination:	Exempt from CEQA pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines.	
8. Socio-Economic Cost / Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared and found a positive cost/benefit ratio of +1.03 for the project.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	January 29, 2020 February 11, 2021 September 13, 2022

PROPOSAL

The applicant proposes to construct a 12,585 square foot assisted living senior care facility for residents age 60 and older with associated on-site improvements including driveways, parking lot, landscaping, and lighting on a one acre site. The project site is located on the north side of North Place and approximately 400 feet east of Center Street in the R-S, Residential Suburban District (see Attachment A – Location Map). The proposed facility will contain 28 beds and will provide assistance and level of care as needed to residents including assistance with bathing, meal preparation, arrangements with transportation, and assistance with daily life activities (see

Attachment B – Project Plans). The facility will provide 24-hour non-medical care and supervision to its residents, and any medical care will be arranged through licensed agencies and professionals. The facility will have staff present 24 hours daily, seven days per week to provide personal and supportive services to its residents.

BACKGROUND

Property History: There is no entitlement history related to the subject property. The project site is currently vacant and unimproved. The historic aerial photographs from 1938 showed the project site with orchards, which were removed sometime before 1959. The historic aerial photograph from 1959 shows the project site vacant and unimproved.

Housing Crisis Act of 2019: The "Housing Crisis Act of 2019" (SB 330 and SB 8) is applicable to the proposed project. The proposal for an assisted living facility for seniors is defined as "Supportive Housing" according to the Housing Crisis Act of 2019. State law was amended so that Supportive Housing and Transitional Housing facilities, as defined, could be built and operated in various residential land use districts, but with fewer zoning restrictions imposed by local agencies that had historically discouraged such facilities in residential areas (including single-family neighborhoods).

Government Code section 65589.5(h) defines a "housing development project" to include "transitional housing or supportive housing." The term *supportive housing* means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. The term *target population* means persons with low incomes who have one or more disabilities, and includes adults, elderly persons, emancipated minors, families with children, young adults aging out of the foster care system, veterans, and homeless people (among other populations).

Current State law also now imposes a higher standard upon a local agency if a qualified housing project is being considered for denial by the decision-making body. Government Code section 65589.5(j) states:

> "When a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete, but the local agency proposes to disapprove the project or to impose a condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist:
>
> > (A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
> >
> > (B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density."

It should be noted that the required findings needed for approval of a Commission Review & Approval permit pertain to the site plan and proposed improvements needed for site development (and do not consider the proposed land use itself). In this case, the proposed residential care facility for seniors qualifies as a Supportive Housing project and is considered a permitted use in a residential zone, according to current State law.

ANALYSIS

A) General Plan Consistency

The project site is located within the 'Low Density Residential' land use designation of the General Plan, which allows for up to 6.0 dwelling units per acre (see Attachment C – General Plan Land Use Map). The intent of this land use category is to provide for areas of single-family residential development. The proposed facility will be developed as a one-story structure and is designed to blend with the surrounding neighborhood characteristics. The proposed use is consistent with the following General Plan policies (Chapter 4: Livable Community).

4-P.16: Promote a variety of housing types to serve the diverse needs of the community.

4-A.10: Promote availability of senior and independent assisted living facilities to meet the needs of the community's aging population, distributed equitably throughout the community.

2021-2029 Housing Element: The city's updated Housing Element was recently adopted by the City Council in February 2022 (although the document is not yet certified and is still undergoing review by the California Department of Housing & Community Development for certification). The new Housing Element encourages new construction and the provision of supportive housing for target populations, as defined. Supportive and transitional housing is to be treated similarly to other types of residential uses.

B) Zoning

The project site is located within the R-S, Residential Suburban District (see Attachment D), which is intended to provide an environment conductive to the development of low density single-family homes. The proposed facility will meet all applicable development standards of the R-S district as summarized in Table 1 (next page). A detailed list of R-S development standards is provided in Attachment E, Table of R-S Development Standards.

Table 1. Summary of Development Standards for the R-S District

Development Standards	*Requirement*	*Proposed*	*Complies?*
Lot Area	10,000 sq. ft. min.	43,620 sq. ft.	Yes
Lot Width	85 ft. min.	164’8”	Yes
Lot Depth	100 ft. min.	240'2"	Yes
Building Height	2 ½ stories or 35 ft. max.	24’2”	Yes
Front Setback	25 ft. min, and 40 ft. max.	Exceeds 40 ft. (flag lot)	N/A
Rear Setback	25 ft. min.	25 ft.	Yes
Side Setback	10 ft. min.	North: 12'2" and South: 12'0"	Yes
Lot Coverage	30% max.	29.8%	Yes
Parking Lot Landscaping	7% min.	28%	Yes

C) Commission Review & Approval

Proposed Land Use: The proposed land use as a residential care facility with 28 beds for clients (e.g., seniors) qualifies as a Supportive Housing project under current State law, and therefore is considered a permitted use in the existing Residential Suburban (R-S) zone. Characteristics of the proposed use are primarily residential (i.e., a long-term assisted living facility). While there are some employees that will work in shifts at the proposed facility, the clients will be seniors that reside there permanently on a long-term basis yet need various levels of assistance to perform their activities of daily living.

Operational Characteristics: The facility will contain 28 beds and have eight employees present on the largest shift. Staff will be available on-site every day, 24 hours daily, to provide assistance with daily living activities and care activities. The facility will not provide any medical care; any medical care or treatment will be coordinated through licensed agencies and professionals.

Staff will arrange daily activities for residents and will have a published monthly calendar for families to join. Any planned activities for the residents will take place during daytime hours. The proposed visiting hours are encouraged from 10:00 a.m. to 8:00 p.m. daily. However, residents may receive visits at any time. The applicant has stated that they expect two visitors per day on average.

Parking: The proposed use is similar to a convalescent hospital/nursing home which requires one (1) space per three (3) beds and one (1) space per each employee on the largest shift. The applicant has indicated that during the largest shift there will be eight (8) employees present at the facility. The proposed project meets the minimum parking requirements as shown on the table below.

Table 2. Parking Summary

Proposed Use	*Parking Ratio*	*Requirement*	*Provided*
Convalescent hospital/nursing home	1 space per 3 beds	10 spaces	10
Facility employees	8 employees	8 spaces	8
TOTAL:		18 spaces	18

Vehicle Access & Circulation: The subject property and the neighboring property located on APN: 0173-011-40-0000 are both located on a flagged shaped lot. Access to the project site will be provided via a shared access driveway with the adjacent neighboring property (APN: 0173-011-40-0000). The property owner for the adjacent property (located on APN: 0173-011-40-0000) has reviewed the project plans and is okay with improvements that are shown on their property including the shared access driveway, the curb and gutter, and the landscaping planters. The proposed access easement will provide a combined 26-foot driveway for both properties for ingress and egress. Vehicles that enter the driveway on North Place will have access to the project site via the two-way driveway that merges into the project site.

At the front entrance of the facility there is a six (6') foot tall security gate proposed to secure the property and monitor the individuals who enter the facility. A six (6') foot CMU block wall in the style Santa Barbara and the color Swiss coffee white is proposed throughout the property to screen the proposed use and the parking lot from the adjacent neighboring properties.

Landscaping: Perimeter landscaping is proposed throughout the project site (see Attachment F – Landscaping Plans). As shown on the landscaping plans, the project site will be providing landscaping improvements on the adjacent flagged shaped property that is located on APN: 0173-011-40-0000. The landscaping improvements that are located along the shared access driveway will provide a cohesive entrance to the proposed assisted care facility.

The proposed plant palette will consist of a combination of trees, shrubs, and ground cover. The landscaped plan includes a total of 58 trees consisting of Dwarf Naval Orange (24" box), Australian Willow (15 gallon and 24" box), Maidenhair tree (24" box and 36" box), Muskogee Crape Myrtle (24" box), Samuel Somer Magnolia (36" box), Saucer Magnolia (24" box), and Japanese Black Pine (24" box) trees. The landscaping plans provides approximately 5,163 square feet of landscaping within the parking lot area (or approximately 28%) of landscaping within the parking lot area, which exceed the minimum 7% parking lot area landscaping requirement. Overall the site provides 9,771 square feet of landscaping (or 22.4%) utilizing a combination of trees, shrubs, perennials, accept plans, and ground cover.

Elevation and Design: The proposed assisted care facility will be a one-story facility that is designed to resemble a residential structure. The property is located on a flagged shape lot and will be screened from view. The proposed building will have a synthetic smooth stucco finish in the color dove gray with aluminum clad windows (in the color charcoal gray) and a standing seam metal roof (in the color charcoal gray). Throughout the building, a wide variety of windows are proposed to provide natural lighting for each room within the facility. In addition, each room has an exterior door for ingress and egress purposes. Below the roof pitch, the building will have horizontal metal louvers (in the color black) to add texture and character to the overall design of the building. Along the front entrance of the building, a courtyard area and a pondless water feature is proposed to create a welcoming environment for the residents or visitors. At the rear of the property (east side of the building), an attached covered patio cover is proposed, a garden space, and a lattice gazebo to provide a tranquil outdoor recreation area.

D) Architectural Review Criteria

RMC Section 18.12.170 provides that the Planning Commission shall review the aspects of the design based on the criteria listed below. In addition, the city has adopted Architectural Design Guidelines (see Attachment G - Table of Architectural Design Guidelines) to provide additional guidance to developers. It is intended that design submittals be compatible with the character of

adjacent and surrounding developments, and that they be of comparable composition, materials, textures, and colors. The proposal will be consistent with the code requirements as well as the applicable Architectural Design Guidelines.

1. Site layout, orientation, location of structures and relationship to one another, as well as open spaces and topography.

The proposed development consists of the construction of a 12,585 square foot assisted care facility on a 1-acre parcel. Access to the project site will be provided via a shared access driveway on North Place Drive that will be shared with the adjacent property located on APN: 0173-011-40-0000. The proposed assisted care facility will be screened from view as the project site is located on a flagged shaped lot. The project is consistent with the development standards for the R-S (Residential Suburban) zoning district in terms of lot coverage, setbacks, building height, etc. The proposed assisted care facility has been designed to resemble a single-family residential structure to be compatible with the residential structures that are located within the vicinity of the project site.

2. Harmonious relationship of building with existing and proposed adjoining developments.

The project site is located within the R-S (Residential Suburban) zoning district which is primarily intended for the construction of single-family residential uses. The properties to the north, east, south, and west are also located within the R-S zoning district and are developed as single-family residential structures. The proposed assisted care facility will be a one-story building that will utilize exterior materials and finishes that are compatible with the characteristics of the surrounding neighborhood. The proposed building will be screened from the public right-of-way as the subject property is located on a flag-shaped lot.

3. Maximum height, area, setbacks and overall mass of building, as well as other structures such as walls, screens, towers or signs, and effective concealment of all mechanical equipment.

The proposed development meets the development standards for the R-S (Residential Suburban) zoning district and is consistent with the General Plan land use designation. The height of the proposed assisted care facility is approximately 24 feet to the pitch of the roof. The maximum height within the R-S District is two and one-half (2 ½) stories or thirty-five feet (35’), and the proposed facility is consistent with the building height of the adjacent residential homes. The proposed project complies with the setback requirements and the lot coverage requirements for the R-S District. The project site will be secured through a six (6’) foot CMU Santa Barbara style block wall in the color Swiss coffee white to screen the parking lot and project site from the surrounding uses.

4. Harmony of construction materials and colors in relation to all exterior elevations.

The proposed assisted care facility has been designed as a rustic modern house will have a synthetic smooth stucco finish in the color dove gray with aluminum clad windows in the color charcoal gray. The building will have a standing seam metal roof in the color charcoal gray and underneath the pitch of the roof the building incorporates black metal louvers. The building provides a variety of windows and doors that provide internal and external access to the bedrooms. Overall, the building has a simple design with a hipped roof, varying roof lines, and double hung windows.

5. Location and type of planting, with due regard for the preservation of specimen trees upon a site.

The proposed development provides perimeter landscaping throughout the project site, including along the shared access driveway. The project will include a combination of trees, shrubs, groundcover, and accent plants. The site is required to provide at least 7% of landscaping within the parking area and the site provides 5,163 square feet of landscaping (or 28% of parking lot landscaping). Overall, the site provides 9,771 square feet of landscaping, which is approximately 22.4% of landscaping throughout the project site. The landscape plan consists of a combination of 15-gallon, 24” box, and 36” box trees, 5-gallon size shrubs, and a combination of perennials and ground cover. A total of 58 trees are proposed throughout the site and approximately 19 trees are located within the parking lot consisting of Dwarf Navel Orange, Australian Willow, Maidenhair tree, Muskogee Crape Myrtle, Samuel Sommer Magnolia, Saucer Magnolia, and Japanese Black Pine. An underground retention basin is located along the northwest corner of the project site which will be filled with gravel and will have a combination of trees, shrubs, and groundcover surrounding the underground retention basin. Overall, the landscaping plan shows a wide range of plant materials such as trees, shrubs, perennials, and ground cover to provide a variety of accent plants.

6. Design and appropriateness of signs in relation to the architectural style of the building.

The proposed assisted care facility is located within the R-S (Residential Suburban) zoning district and any proposed signage will utilize the sign code criteria for the A-P (Administrative and Professional Office) District which applies to nonresidential uses within any residential district where permitted by a conditional use permit. Any future signage will be reviewed administratively and would require a sign permit application. A Commission Sign Review application would be required for any future monument signs and would require separate Planning Commission approval.

7. Glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

The proposed project includes a variety of windows to provide natural lighting to the building. However, the specifications on the specular reflectance is not provided. A condition of approval requiring that the image reflective surface to be limited to a maximum reflectance value of 25% has been incorporated.

E) Socio-Economic Cost/Benefit Study

Measure U requires a socioeconomic cost/benefit study for projects involving structures larger than 5,000 square-feet, and a Socio-Economic Cost/Benefit Study (see Attachment H) has been prepared for this project. According to the cost/benefit model used by the City, the proposed project will result in annual revenue totaling $8,208.50 and annual costs totaling $7,944.30; therefore, annual revenue generated by the project is anticipated to be approximately $264.20 and results in a positive cost/benefit ratio of +1.03. The proposed project will not create any physical blight or overburden public services in the community, and no additional information or evaluation is needed.

F) Public Comments

The project had been contemplated to go to the Planning Commission for a public hearing in summer 2021, but was not reviewed due to pending site access and design issues at that time (all of which have been satisfactorily resolved with City departments that reviewed the project plans). The mailed public notice generated numerous public comments from neighbors and

residents living near the project site, most of which were opposed (see Attachment I for the written public comments). A total of 28 emails are included, and one petition with nine names. Many of the comments identify concerns about on-site parking, street parking (off-site), traffic and trip generation, vehicular access along a narrow street (North Place), increase in noise, decrease in property values, neighborhood quality, and neighborhood character.

As previously explained in the Background section above, current State law (the Housing Crisis Act of 2019) allows "supportive housing" as a permitted use in residential zoning districts by right, and is designed to lower barriers to building new housing projects (particularly supportive housing, transitional housing, affordable housing, etc., for "target populations" as defined). State law imposes the burden of proof on the City's decision-making body to make specific findings before any qualifying housing project can be denied. To consider a potential denial, a project must have a "a specific, adverse impact upon the public health or safety" that is articulated, and "there is no feasible method to mitigate or avoid the adverse impact" upon public health or safety. In this case, there are no known or identified specific adverse effects in terms of public health or safety. The design problem identified last year during development review (prior to the public hearing) has been resolved. In addition, Conditions of Approval are attached to the Resolution that will ensure the project is constructed and operated in compliance with applicable local zoning regulations, California Building Code, California Fire Code, State regulations pertaining to healthcare facilities, etc.

ENVIRONMENTAL REVIEW

In accordance with the provisions of the California Environmental Quality Act (CEQA), the project qualifies for exemption from environmental review pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines. Section 15332 pertains to infill development sites and the proposal meets all five criteria for this exemption (listed below). The proposed project will not have any potentially significant effects on the environment, and qualifies for exemption from further environmental review.

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
(c) The project site has no value as habitat for endangered, rare or threatened species;
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and,
(e) The site can be adequately served by all required utilities and public services.

Several of the written public comments (Attachment I) stated concerns about utilizing an exemption as provided in CEQA for infill development projects. There is no evidence known at this time indicating the possibility or likelihood of any potentially significant environmental effects as a result of the project (either directly or indirectly), and the Section 15332 exemption is the appropriate determination.

FINDINGS

As explained in the Background section previously, current State law imposes a higher standard upon a local agency if a qualified housing project is being considered for denial by the decision-making body. To consider potential denial, a project must have a "a specific, adverse impact upon the public health or safety" that is articulated, and "there is no feasible method to mitigate or avoid the adverse impact" upon public health or safety. In this case, there are no known or identified specific adverse effects in terms of public health or safety.

Findings for Commission Review & Approval:

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The proposed project includes the construction of a one-story 12,585 square-foot assisted living senior care facility and related site improvements on approximately one acre. The subject property is adequate in size and shape to accommodate the proposed use, including setbacks, walls, driveways, landscaping, lighting, utilities, and other required improvements necessary to serve the proposed use and structure. A six-foot high perimeter block wall will be constructed around the subject property to buffer the proposed use from surrounding residences (visually and acoustically) and many surrounding properties have large rear yards to provide further separation from the proposed use. The proposed project complies with the development standards for the Residential Suburban (R-S) zone and will be compatible with the surrounding residential uses that surround the project site.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The subject property will take access from an improved City street, and a new driveway will be constructed to serve the proposed use and accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project. The existing roadway is designed to carry the type and quantity of traffic generated by the proposed use (a residential care facility) including the existing single-family residences along North Place. The site for the proposed use relates to streets that are properly designed and improved to carry the type and quantity of traffic that will be generated by the proposed residential facility.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for the project will protect the public health, safety, and general welfare. Conditions are provided from the Planning Division, Building & Safety Division, and the Land Use Engineering Division, as well as from the Facilities & Community Services Department. The project has been conditioned to comply with the applicable provisions of the Redlands Municipal Code as well as the applicable California Building Code, California Fire Code, and any other applicable regulations.

RECOMMENDATIONS

Staff recommends the Planning Commission adopt Resolution No. 1588, adopt the Socio-Economic Cost Benefit Study for the project, and approve Commission Review & Approval No. 918 based on the analysis and findings in this staff report, and subject to the Conditions of Approval included in Resolution No. 1588.

MOTIONS

If the Planning Commission concurs with Staff's recommendation, the following motions have been provided:

“I move that the Planning Commission adopt Resolution No. 1588, adopt the Socio-Economic Cost/Benefit Study for the project, and approve Commission Review & Approval No. 918 subject to the attached Conditions of Approval.”

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B-1: Site Plan
Attachment B-2: Floor Plan
Attachment B-3: Elevation & Color Renderings
Attachment C: General Plan Land Use Map
Attachment D: Zoning Map
Attachment E: Table of R-S Development Standards
Attachment F: Landscaping Plans
Attachment G: Table of Architectural Guidelines
Attachment H: Socio-Economic Cost/Benefit Study
Attachment I: Public Comment Letters
Attachment J-1: Resolution No. 1588
Attachment J-2: Engineering Conditions of Approval
Attachment J-3: Fire Dept. Conditions of Approval

RESOLUTION NO. 1588

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING COMMISSION REVIEW & APPROVAL NO. 918 TO CONSTRUCT 12,585 SQUARE-FOOT ASSISTED LIVING SENIOR CARE FACILITY AND RELATED ON-SITE IMPROVEMENTS INCLUDING DRIVEWAYS, PARKING LOT, LANDSCAPING, AND LIGHTING ON A ONE ACRE PARCEL. THE PROJECT SITE IS A VACANT LOT LOCATED ON THE NORTH SIDE OF NORTH PLACE, AND APPROXIMATELY 400 FEET EAST OF S. CENTER STREET AND 415 FEET WEST OF S. BUENA VISTA STREET IN THE RESIDENTIAL SUBURBAN (R-S) DISTRICT (APN: 0173-011-39-0000).

WHEREAS, Redlands Assisted Living, LLC, has submitted an application for Commission Review & Approval No. 918 to construct a 12,585 square foot assisted living senior care facility for residents ages sixty (60) years and over with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on one-acre site. The project site is a vacant lot located on the north side of North Place, and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District (APN: 0173-011-39-0000); and

WHEREAS, on or about September 2, 2022, notice of the Planning Commission's public hearing for Commission Review & Approval No. 918 was published in the Redlands Daily Facts; and

WHEREAS, on September 13, 2022, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, the proposed project qualifies for exemption from environmental review pursuant to California Environmental Quality Act Guidelines Section 15332 (In-Fill Development Projects); and

WHEREAS, following the hearing for Commission Review & Approval No. 918, the Planning Commission determined that approval of the requested entitlement is in the best interests of the public health, safety and general welfare.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed project is exempt from environmental review in accordance with the California Environmental Quality Act, Section 15332 (In-Fill Development Projects) of the CEQA Guidelines.

SECTION 2. FINDINGS FOR APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 918. Commission Review & Approval No. 918 is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A," Exhibit "B," Exhibit "C."

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The proposed project includes the construction of a one-story 12,585 square-foot assisted living senior care facility and related site improvements on approximately one acre. The subject property is adequate in size and shape to accommodate the proposed use, including setbacks, walls, driveways, landscaping, lighting, utilities, and other required improvements necessary to serve the proposed use and structure. A six-foot high perimeter block wall will be constructed around the subject property to buffer the proposed use from surrounding residences (visually and acoustically) and many surrounding properties have large rear yards to provide further separation from the proposed use. The proposed project complies with the development standards for the Residential Suburban (R-S) zone and will be compatible with the surrounding residential uses that surround the project site.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The subject property will take access from an improved City street, and a new driveway will be constructed to serve the proposed use and accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project. The existing roadway is designed to carry the type and quantity of traffic generated by the proposed use (a residential care facility) including the existing single-family residences along North Place. The site for the proposed use relates to streets that are properly designed and improved to carry the type and quantity of traffic that will be generated by the proposed residential facility.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for the project will protect the public health, safety, and general welfare. Conditions are provided from the Planning Division, Building & Safety Division, and the Land Use Engineering Division, as well as from the Facilities & Community Services Department. The project has been conditioned to comply with the applicable provisions of the Redlands Municipal Code as well as the applicable California Building Code, California Fire Code, and any other applicable regulations.

SECTION 3. EXPIRATION DATE. Commission Review & Approval No. 918 shall expire and on September 13, 2024, unless a building permit is issued or an extension of time is requested prior to the expiration date in accordance with the conditions of approval.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of September, 2022.

Steven Frasher, Chair
Planning Commission

ATTEST:

Linda McCasland, Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 13th day of September, 2022, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0
ABSTAIN: 0

Linda McCasland
Secretary to the Planning Commission

EXHIBIT A
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICE DEPARTMENT
PLANNING DIVISION

COMMISSION REVIEW & APPROVAL NO. 918

1. This approval is for Commission Review & Approval No. 918 to construct a 12,585 square-foot assisted living senior care facility (i.e., supportive housing according to the Housing Crisis Act of 2019) and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one acre site. The project site is a vacant lot located on the north side of North Place, and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District (APN: 0173-011-39-0000).

2. Unless construction has commenced pursuant to the issuance of a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of Planning Commission approval (will expire on September 13, 2024).

3. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code, the California Building Code, and the California Fire Code currently in effect.

4. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

5. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design, grading plan, landscaping plan, or building elevations without first consulting with the Development Services Director or designee.

6. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

7. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

8. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

9. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

10. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction.

11. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

12. Ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

13. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the

development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. Walkway lighting shall have a maximum height of 10 feet, all parking lot lighting shall have a maximum height of 20 feet, and such light fixtures shall include shielding permanently attached to fixtures to contain illumination and prevent glare overspill onto abutting or nearby residential properties.

14. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee.

15. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

16. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

17. Prior to the issuance of any permits, the applicant/developer shall obtain an easement from neighboring properties for the purpose of storm drainage.

18. Prior to the issuance of any permits, the applicant/developer shall obtain an easement from neighboring properties for the purpose of providing sewer line access, construction, and operation.

19. Prior to the issuance of any permits, applicant/developer shall obtain a shared driveway easement from the adjacent vacant property located on APN: 0173-011-40.

20. The project shall be operated to comply with the City's Noise Ordinance as contained in RMC Chapter 8.06 (Community Noise Control).

21. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

22. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

23. The Final Landscape Plans shall incorporate the following:

    a. The landscape plan shall comply with all requirements for landscaping in pursuant to the Redlands Municipal Code.
    b. The landscape plans shall be detailed and show the specific distribution, size, and amount of each species of trees, shrubs, and groundcover;

c. All plant material shall be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three (3) years;
d. Trees with a trunk height of not less than six feet (6') shall be installed in the planters at each end of an aisle, at three (3) space intervals throughout the parking area, and at twenty-foot (20') intervals along the periphery of the parking area. Within parking areas, trees may be clustered in groups to achieve a more natural setting provided the total number of trees meets the previous planting requirements;
e. At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the parking area;
f. At least fifty percent (50%) of the trees shall be fifteen (15) gallon in size, twenty five percent (25%) shall be twenty-four-inch (24") box size, and twenty five percent (25%) shall be thirty-six-inch (36") box in size. All trees shall meet the following minimum caliper sizes. If the caliper size cannot be met at the container size, then the developer shall increase the container size to meet the required caliper;
g. All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/developer shall be in violation of its conditions of approval and subject to enforcement as allowed by law;
h. All landscape planters that are ten feet (10') or less in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots; and
i. An automatic irrigation system shall be utilized to irrigate the site's approved landscape design;
j. Where automobile bumpers overhang landscaped planters, two feet (2') of clear areas unobstructed by trees or shrubs shall be provided for overhang.

24. The landscape architect responsible for the design of the project's landscape plan shall review and certify, prior to a request by the applicant for a final occupancy inspection, that the installed landscaping meets the specifications of the approved landscape plan, except as modified in the conditions of approval.

25. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City and comply with the applicable sign code criteria. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

26. Prior to the issuance of building permits, the applicant shall submit plans detailing that roof screening is of adequate height to screen any roof-top equipment from public view on all sides, subject to review and approval by the Development Services Director. Screening of air conditioning units and other equipment on the buildings shall be incorporated into or compatible with the architectural design of the buildings. All equipment shall be screened from public view of adjacent roadways and freeways.

27. Prior to issuance of any building permits, ground mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services

Director.

28. In the event of an accidental discovery or recognition of any human remains or funerary objects, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

    a. There shall be no further excavation or disturbance of the site or any nearby area (within a 100-foot buffer of the find), as reasonably suspected to overlie adjacent human remains, until the City of Redlands Police Department and San Bernardino County Coroner are contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resource Code Section 11 5097.98; or

    b. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance:

        - The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission;
        - The descendent identified fails to make a recommendation; or
        - The landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

29. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing etc. The nature of the measures will depend on the specific requirements of the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all sub-contractors working on the site.

30. The project site shall be kept in a weed and dust free condition throughout all periods of development.

Other City Departments/Divisions

31. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    a. Municipal Utilities & Engineering Department (Exhibit B)
    b. Fire Department (Exhibit C)

Brian Desatnik
Development Services Director

Exhibit B

Land Use Engineering Division
Conditions of Approval

[Attached]

DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1145

Date of P.C. Meeting:	**September 13, 2022**
Applicant:	**Redlands Assisted Living, LLC**
Location:	**North Side of North Place and East of South Center Street (APN 0173-011-39)**
Project Description:	**Construct an Approximately 12,224 Square Foot Resident Care Facility**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the General Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.192.050)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.192.050)

5. The post-construction stormwater discharge rate (Q) into the open channel along the northeasterly property line from a 100 year storm event shall not be greater than the pre-construction stormwater discharge rate (Q). The post-construction stormwater discharge along all other property boundaries from a 100 year storm event shall not be greater than the pre-construction stormwater discharge as measured by both rate and volume along any part of the property boundary.

6. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

7. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

8. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

9. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107.(RMC 13.54)

10. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

    a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
    b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

11. Provide a private sewer and drainage easement over APN(s) 0173-011-12 and 0173-011-40, or other location, as accepted by the City Engineer. Alternatively, a private sewer pump capable of discharging all onsite sewer effluent into the City owned sewer main in North Place shall be submitted for review and approval by the City Building Official.

12. Provide a reciprocal access easement over APN(s) 0173-011-12 and 0173-011-39 as accepted by the City Engineer.

13. Easement documents, if required, shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and a recorded copy must be submitted prior to grading plan approval.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT.

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
    a. Grading; and
    b. Erosion Control.

    All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.192.050)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.192.050)

4. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

5. Provide pad certification and compaction report to the Building and Safety Department.

6. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Library Facilities; (RMC 3.60)
   - Open Space/Park; (RMC 3.32)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)
   - Water Capital Improvement Charge; (RMC 3.48)
   - Water Source Acquisition Charge; (RMC 13.40)
   - Sewer Capital Improvement Charge; (RMC 3.44)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Sewer Frontage Charges. (RMC 13.44 and 13.12.)

7. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

8. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

9. Requirements for North Place Lane (RMC 18.192.050):

   a. Construct City standard driveway approach.
   b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This is to include, but is not limited to the replacement of damaged curb & gutter;
   c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the

City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;

d. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;

e. Coordinate with SCE to replace the existing sodium vapor street light on power pole with a LED luminaire with the equivalent illumination of a 100 watt sodium vapor street light;

f. Use traffic index of 5.0; and

g. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

11. Provide for adequate drainage facilities. (RMC 192.050)

12. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

13. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

14. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

15. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay Water Source Acquisition Charge; (RMC 13.40)

3. Pay Water Frontage Charges. (RMC 13.12.)

4. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the

Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

6. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

7. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

8. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

Donald Y

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

AC

Initial

FILE: CUP 1145

Exhibit C

Fire Department
Conditions of Approval

[Attached]

Redlands Fire Department

35 Cajon Street, Ste 12 • Redlands, CA 92373
(909) 798-7601 Office • (909) 798-7602 Fax

6/8/2022

City of Redlands
Jocelyn Torres, Associate Planner

☐ Special Reports/Comments needed
☐ DRAFT Conditions of Approval
☒ FINAL Conditions of Approval

Reference Number: North Place Residential Care Facility

The following conditions have been applied to the above reference project pursuant to the City of Redlands Fire Department adopted codes and standards, the 2019 California Fire Code and applicable rules, regulations and standards. Conditions must be complied with as directed by Redlands Fire Department and shall be reviewed, permitted, inspected, tested and approved in accordance with the requirements set forth.

Required	Not Required	Reports and Comments
☐	☒	Special Reports or Comments - Prior to final conditions.

☐ Draft Conditions ☒ **Final Conditions**

PRIOR TO MAP

Required	Not Required	Condition
☐	☒	Minimum road width for fire apparatus in Planned Residential Developments is ☐20 ft. ☐ 26 ft. ☐28 ft. ☐____ft., if no parking is allowed, 30 feet if parking allowed on one side and 40 feet if parking is allowed on both sides.
☐	☒	The applicant shall grant an easement for the fire lane on the tentative tract map.
☐	☒	The applicant shall submit covenants or CC&Rs for review and approval by the Community Development Department, Engineering Division and Fire Department. The covenants or CC&Rs shall be recorded concurrently with the final map, and shall provide for the following: A. The maintenance of the required fire lane, with no obstructions, within an area that is a minimum of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft. wide and 13.6 ft. in height. Designated fire apparatus roads, streets, cul-de-sacs and turn-around (hammerhead) and/or any other emergency access within the development shall be maintained accessible and usable by emergency vehicles. Usable conditions include but are not limited to the following: 1. An all-weather road surface shall be maintained, first lift of asphalt minimum. 2. Road shall support imposed loads of fire apparatus at 75,000 pounds.

		3. No parking-fire lane signs shall be repaired or replaced as needed. 4. A monument entry sign with required address numbers shall be provided. 5. Fire lanes, streets and roads or other areas designated no parking-fire lane at time of development shall remain free at all times of any obstruction including but not limited to: vehicles, storage, debris, etc. B. The provision and maintenance of fire resistive trees for the project. Trees shall not overhang or grow into the fire lane or hammerhead turn-around. Trees shall not grow within five feet of any proposed chimneys. Vegetation, other than ground cover, shall not be permitted within five feet of fire protection systems. C. Dwellings constructed with required fire and life safety features including fire sprinklers, ignition resistant construction, smoke and carbon monoxide detectors and fire resistive landscaping shall maintain these features in accordance with state and local codes in use and applicable at the time of construction or installation. These codes include the California Fire Code, California Building Code, California Vehicle Code (fire lanes), City of Redlands Municipal Code and any other applicable codes, standards and law.
☐	☒	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☐ 26 ft. ☐ 28 ft. ☐____ft., wide and a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal.
☐	☒	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department. Fire Department turn around requirements shall be installed as directed, pursuant to the California Fire Code, Appendix D.
☐	☒	Grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades above 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway.
☐	☐	

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
☒	☐	A hazardous materials inventory and disclosure shall be provided with a complete listing of SDS sheets, storage locations, how they are stored, and types of containers. A technical report and opinion prepared by an approved consultant shall be submitted for review and approval prior to or as part of the submission for a building permit. Operational permits may be required and must be applied for prior to certificate occupancy. Application and permits shall be made to San Bernardino County Fire Department for CUPA compliance. Compliance with disclosure and requirements placed on the project for the CUPA shall be complied with prior to certificate of occupancy.
☐	☒	The building has the potential for storage of combustible stock in excess of ☐ 6 ft. ☐ 12 ft. (rubber tires) in height, meeting the requirements of high-piled combustible storage as defined in Chapter 32 of the California Fire Code. Significant modifications to the structure, including but not limited to, smoke and heat vents or mechanical ventilation, draft curtains, special access doors, upgraded sprinkler systems and hose connection requirements must be achieved in

PRIOR TO ISSUANCE OF A BUILDING OR GRADING PERMIT

Required	Not Required	Condition
		compliance with the California Fire Code Chapter 32 should such storage occur. Minimum design densities for fire sprinkler systems within spec. buildings shall be 0.33/3000. If high-piled combustible storage is proposed then plans, specifications, and a technical opinion and report shall be submitted from an approved consultant with the construction drawings to ensure fire protection requirements. High piled combustible storage requires an annual operational permit pursuant to the California Fire Code with appropriate fees paid prior to issuance and renewal.
☐	☒	To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory, or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
☒	☐	Redlands Fire Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.
☒	☐	Redlands Fire Department at time of operational permit application will charge certain fees for permit issuance which will have, at a minimum, annual fees charged. Failure to pay required annual fees will be cause to issue a "Cease and Desist" order.
☒	☐	The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.
☒	☐	The proposed project shall pay all applicable development impact fees, pursuant to the City of Redlands Ordinances in effect at the time and that are amended from time to time.
☐	☒	A fire command center for fire department operations shall be provided for Factories, Mercantile, and storage occupancies that are greater than 50,000 square feet. The fire command center shall be a minimum of 200 square feet and meet the requirements of the California Fire Code as amended by Local Ordinance 2900 - RMC Section 15.20.500.
☒	☐	The required fire flow shall be 1,500 GPM for a 2-hour duration at 20 PSI residual operating pressure. Documentation is required from the Municipal Utilities & Engineering Department (MUED) or an approved third party verifying that the system is capable of meeting the required fire flow prior to conditions of approval being established. If a third party is being used they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by Redlands Fire Department and MUED to upgrade the existing system prior to release of building permits.
☐	☐	

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of ☐ 20 ft. ☒ 26 ft. ☐ 28 ft. ☐ ____ ft. and

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
		a minimum 13'6" vertical clearance. Additional width requirements may be applied to individual projects as determined by the Fire Marshal. **Project complies as shown on the site plan**
☒	☐	Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turn around shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Redlands Fire Department, pursuant to the California Fire Code, Chapter 5 & Appendix D and as amended locally. Fire Department turn around requirements shall be installed as directed and shall be inspected and approved prior to lumber drop. **Project complies as shown on the site plan**
☒	☐	All fire apparatus access roadways must be maintained unobstructed and drivable by fire apparatus throughout the construction process. Access roadways shall be hard surfaced (paved/concrete) and capable of holding an imposed load of 75,000 pounds including in adverse weather conditions.
☐	☒	Prior to combustible construction, grades for driveway and fire apparatus access roads shall not exceed 12%. Fire Department approval and additional conditions are required for grades exceeding 12% maximum. Angle of approach and departure for driveways shall not exceed 7 degrees. Grades exceeding 12% shall be concrete with a deep broom finish perpendicular to the access roadway along with other conditions as determined by the Fire Marshal.
☐	☒	The development and each phase thereof shall have a minimum of 2-points of vehicular access for fire and emergency equipment and for routes of safe egress of citizens regardless of the cul-de-sac length and shall be required as directed by Redlands Fire Department.
☒	☐	All required fire apparatus access roads, fire lanes, fire department turn- around and entry/exit drives shall have a minimum ☐ 20 ft. ☒ 26 ft. ☐ 28 ft. ☐____ft. turning radius for fire apparatus depending on size, location and type of project. Site plans shall provide a fire department turning radius template along the fire access roadway or within a detail confirming that the radius meets Redlands Fire Department requirements.
☒	☐	Fire Apparatus Access roads (all roads in project) shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing required GPM and shall be tested/accepted by Fire Dept. prior to dropping any lumber for construction.
☐	☒	Loading zones are required adjacent to loading doors and shall be designated on the Development Site or Plot Plan and shall be marked on the appropriate ground surface. Loading zones shall not interfere with required Fire Lanes or emergency egress capabilities.
☒	☐	Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways.
☒	☐	Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Redlands Fire Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F 2200 standards. Knox brand key-operated electric key switch keyed to Redlands Fire Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as Opticom, are required and must be installed as directed by the Fire Marshal.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	Water improvement plans shall be approved by Redlands Fire Department. The Developer shall furnish Redlands Fire Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes maybe required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. The private fire hydrant system must be approved, installed, tested, and accepted, prior to combustible construction.
☐	☒	Fire hydrant water mains that supply two (2) or more fire hydrants shall be looped to provide adequate supply.
☐	☒	Buildings that exceed 200,000 square feet, or meet the requirements of the Municipal Utilities & Engineering Department, shall have at least two separate points of connection to a water supply, as approved by Redlands Fire Department.
☒	☐	The existing fire hydrant system is insufficient to provide the required fire flow. This system is required to be upgraded to meet the required fire flow as identified above. **On-site FH required**
☒	☐	Prior to combustibles being brought to the site, the developer shall provide written certification from Municipal Utilities & Engineering Department (MUED), dated within the last thirty days, that: A. All public fire hydrants or water purveyor connections required of the project have been installed, tested, and approved by MUED, and B. Are permanently connected to the public water main system, and C. Are capable of supplying the required fire flow as required by Redlands Fire Department.
☐	☒	Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 600 feet (122 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire private hydrants and mains capable of supplying the required flow shall be provided when required by the Fire Code official. The size of fire hydrant outlets shall be a minimum of one 4 inch and one 2-½ inch NST outlet or greater as required by the Fire Code official.
☒	☐	In multi-family zones and in commercial and industrial zones, fire hydrants shall be installed at intersections, at the beginning radius of cul-de-sacs, and every 300 feet of fire access roadways, regardless of parcel size. The size of fire hydrant outlets shall be a minimum of one 4 inch and two 2-½ inch NST outlet as required by the Fire Code official. **Exception:** When improved methods of fire protection are provided, beyond those required by the Code, and accepted by the Fire Code official, adjusted spacing of fire hydrants from those set forth above may be considered.
☒	☐	Fire hydrants shall be painted per Redlands Fire Department and Municipal Utilities & Engineering Department standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant location.
☒	☐	Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Redlands Fire Department and the Municipal Utilities & Engineering Department.

PRIOR TO CONSTRUCTION

Required	Not Required	Condition
☒	☐	If any fire hydrant is taken "OUT OF SERVICE" – Redlands Fire Department shall be notified immediately and the hydrant marked, bagged, or otherwise identified as OUT OF SERVICE as directed by the Fire Marshal.
☒	☐	Buildings on easement shall have additional street number signs at the intersections of the easement and/or the roadway, and at additional locations as required by Redlands Fire Department.
☐	☒	Street signs meeting the requirements of the City Engineer standards shall be installed at all intersections prior to final occupancy approval. Temporary street signs may be required, during construction, at the discretion of the fire code official.
☐	☒	All flammable vegetation shall be removed from each building site with slopes less that 15% at a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less.
☐	☒	A fuel modification or fire protection plan is required. An approved Fire Protection Consultant that specializes in these types of complex plans shall prepare the plan. Plans and specifications shall be submitted, reviewed and approved by Redlands Fire Department prior to issuance of building construction permits.
☐	☒	The minimum fire flow in the Very High Fire Hazard Severity Zone is 2,500 GPM at 20 PSI for two hours for new subdivisions, tracts, multi-family and commercial/industrial buildings.
☒	☐	All mitigation measures relating to fire access must be addressed through the construction plan review and fire protection system review and be installed, tested and accepted by Redlands Fire Department.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☒	☐	Fire lane designations shall be required for all fire access roadways as determined by Redlands Fire Department. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Redlands Fire Department. All Fire lanes shall be marked and identified prior to Certificate of Occupancy.
☒	☐	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13** Standards for Automatic Fire Sprinkler Systems. Three sets of plans, two sets of hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work. **This is a mitigation measure and must meet these requirements**
☐	☒	Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-D** Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Three sets of plans, two sets hydraulic calculations, and two material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Prior to Fire Department clearance for occupancy, and automatic fire sprinkler system shall be installed. The system shall comply with **NFPA #13-R** Standard for Automatic Fire Sprinkler Systems-Multi-Family Dwellings. Three sets of plans, two sets of hydraulic calculations, and two sets of material specification's sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work.
☐	☒	A class _____ standpipe system is required. A State of California Licensed C-16 Contractor shall submit three (3) sets of plans, specifications, and two sets of hydraulic calculations to the Fire Department for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to Fire Department Clearance for occupancy, and automatic fire alarm system shall be installed. The system shall comply with NFPA #72 standard for Fire Alarm Systems. Three sets of plans, two sets of material specification's sheets for all equipment used in the system and California State Fire Marshal listings shall be submitted by a State of California Licensed C-7 and/or C-10 Contractor for review, approval, and permits must be issued prior to commencing work.
☒	☐	Prior to final inspection or occupancy, hand portable fire extinguishers are required to be installed as directed by Redlands Fire Department Community Risk Reduction staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.
☐	☒	An automatic smoke removal system is required. This system shall comply with the California Fire Code, NFPA and all other applicable standards. The applicant shall submit three (3) sets of detailed plans, two sets of specifications, and testing criteria to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☐	☒	An automatic smoke removal ventilation system (fusible link type) is required. Roof vents, venting ratios and draft curtains shall be provided in accordance with the California Fire Code, NFPA and all other applicable standards. This information shall be provided in sufficient detail on the building construction drawings and submitted to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☒	☐	An automatic hood and duct fixed fire suppression system is required. A State of California licensed C-16 Contractor shall submit three (3) sets of detailed plans and two sets of specifications to Redlands Fire Department for review, approval and permits must be issued prior to commencing work.
☒	☐	Permanent commercial/industrial three-dimensional street numbers, minimum 12 inches in height with a ½ inch stroke, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner.
☐	☒	Permanent residential three-dimensional street numbers, minimum 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible form the street and shall not be obstructed in any manner.

PRIOR TO OCCUPANCY

Required	Not Required	Condition
☐	☒	Permanent Multi-family three-dimensional street numbers, minimum 12 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner. Building letter designations shall be a minimum of 12 inches in height and shall be installed as directed by Redlands Fire Department fire code official.
☐	☒	Address numbers and suite numbers are required to be installed or painted on the rear of access doors to multiple suite facilities. Numbers or letters shall be a minimum of four (4) inches in height and placed on a contrasting background and be durable for the weather conditions exposed.
☐	☒	A lighted directory (site map) meeting Redlands Fire Department specifications is required at each entrance to the complex as directed by Redlands Fire Department. A site plan with all building locations identified by a number or letter, space numbers, fire protection equipment, etc. and shall be reviewed and approved by Redlands Fire Department prior to installation.
☒	☐	Knox emergency access key box is required at each building, with specific mounting locations approved by Redlands Fire Department. Recessed mount key boxes are required. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.
☒	☐	An emergency responder radio coverage plan is required to be submitted, reviewed, approved and permits issued, prior to commencing work. Emergency responder radio coverage must meet the requirements of the California Fire Code, Chapter 5, Section 510 and Redlands Fire Department. Field tests are required prior to final inspection or occupancy. **Requires field report to determine if required**
☒	☐	A fire department operational permit is required for certain specific operations regulated by the California Fire Code. The permit is issued after application has been made to Redlands Fire Department and full compliance of the requirements for the operation has been adhered to. An annual fee is charged to the applicant for review and inspection of such permits on an annual basis. Some permits require additional inspections and permit compliance that may require additional fees to be paid semi-annually.
☒	☐	Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Redlands Fire Department.
☒	☐	Final fire protection plans, hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy. The PDF must contain the approved plan stamps from Redlands Fire Department.
☐	☐	

Yours in Service,

Christopher P. Jensen

Christopher P. Jensen, Fire Marshal

RESOLUTION NO. 8614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A ONE-YEAR EXTENSION OF THE EXPIRATION DATE FOR COMMISSION REVIEW AND APPROVAL NO. 918 FOR THE CONSTRUCTION OF A 12,585 SQUARE-FOOT SUPPORTIVE HOUSING FACILITY (ASSISTED LIVING FOR SENIORS) WITH 28 BEDS, AND RELATED ON-SITE IMPROVEMENTS LOCATED ON THE NORTH SIDE OF NORTH PLACE (APN: 0173-011-39-0000).

WHEREAS, Redlands Assisted Living, LLC, applicant and owner, has submitted an application for Extension of Time No. 1 to construct the project approved with Commission Review and Approval No. 918 for the construction of a 12,585 square-foot supportive housing facility (assisted living for seniors) with 28 beds, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a one-acre property. The project site is a vacant lot located on the north side of North Place (APN: 0173-011-39-0000), and approximately 400 feet east of S. Center Street and 415 feet west of S. Buena Vista Street, in the Residential Suburban (R-S) District; and

WHEREAS, on September 13, 2022, the Redlands Planning Commission held a public hearing, and adopted Resolution No. 1588 to approve Commission Review and Approval No. 918 and the associated Socio-Economic Cost/Benefit Study for the project; and

WHEREAS, Redlands Municipal Code section 18.12.130 permits an applicant to request a one-year extension of time to extend the expiration date for a Commission Review and Approval, provided the total number of such one-year extensions do not exceed three; and

WHEREAS, the applicant intends to develop the project approved by Commission Review and Approval No. 918, and requests the extension to allow more time to allocate appropriate funding and submit plans for plan check; and

WHEREAS, following the meeting for the extension of time to Commission Review and Approval No. 918, the City Council determined that the approval of the requested one-year extension of time is in the best interests of the public health, safety, and general welfare.

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

SECTION 1. California Environmental Quality Act. Approval of this Resolution is exempt from further environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act, as there is no possibility of any potentially significant environmental effects as a result of the time extension. Planning Commission Resolution No. 1588 was adopted on September 13, 2022, and determined the project was exempt from environmental review in accordance with the California Environmental Quality Act. There are no changes proposed to the approved project as part of the extension of time.

SECTION 2. Approval of Extension of Time. The proposed one-year extension of time for Commission Review and Approval No. 918 is hereby approved in accordance with Redlands Municipal Code Section 18.12.130.

SECTION 3. Expiration Date. The new expiration date for Commission Review and Approval No. 918 shall be September 13, 2025. The project shall remain subject to all original Conditions of Approval (contained in Planning Commission Resolution No. 1588).

SECTION 4. Effective Date. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 13.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids for the Recycled Water for California Street Orange Groves Project, Project No. S531021, and direct staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motion is provided:

I move that the City Council reject all bids received for the Recycled Water for California Street Orange Groves Project, Project No. S531021, and direct staff to solicit new bids for the project.

RECOMMENDATION:

Staff recommends City Council reject all bids received for the Recycled Water for California Street Orange Groves Project, Project No. S531021, and direct staff to solicit new bids for the project.

DISCUSSION:

The City operates and maintains two (2) orange groves along California Street south of I-10 between California Department of Transportation (CalTrans) and San Bernardino County Transportation Authority (SBCTA) rights-of-way. Currently, these groves are being irrigated with potable water supplied from the City's water distribution system. A City recycled water source exists on Lugonia Avenue approximately 1,600 feet north of the groves. Municipal Utilities and Engineering Department (MUED) staff engineered a project to extend this recycled water distribution pipeline south of I-10 on California Street to provide recycled water to these orange groves.

The goal of this project is to transition the City's California Grove and West Gateway Grove from potable water irrigation to recycled water irrigation. This will be the first expansion of the recycled water distribution system south of I-10 and will reduce potable water usage by approximately twenty (20) acre-ft (AF) or over six (6) million gallons each year. The project crosses the CalTrans right-of-way and connects to an existing 12-inch pipeline under the railroad within SBCTA right-of-way.

The plans were prepared by MUED staff and a bid notice was issued on May 29, 2024. The City Clerk's office received six (6) bids for the project. The Bid Opening report is attached to the report and summarized below:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. CEM Construction, Montebello, CA	$917,400.00
2. Tryco General Engineering, Rimforest, CA	$943,310.00
3. MCC Pipeline, Inc., Yucaipa, CA	$996,593.86
4. Pacific West Underground, Inc., Yucaipa, CA	$1,185,005.00
5. Creative Home/DBA: CHI Construction, Fullerton, CA	$1,275,700.00
6. Kirtley Construction, Inc., San Bernardino, CA	$1,946,340.00

All bids significantly exceed the construction cost estimate and available Project funding. Staff recommends that the City Council reject all bids and direct staff to revise and re-advertise the Project. If approved, the Project will be re-advertised later this year combined with the annual water CIP project.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with rejecting all bids received.

Attachments

Bid Opening Report
Location Map

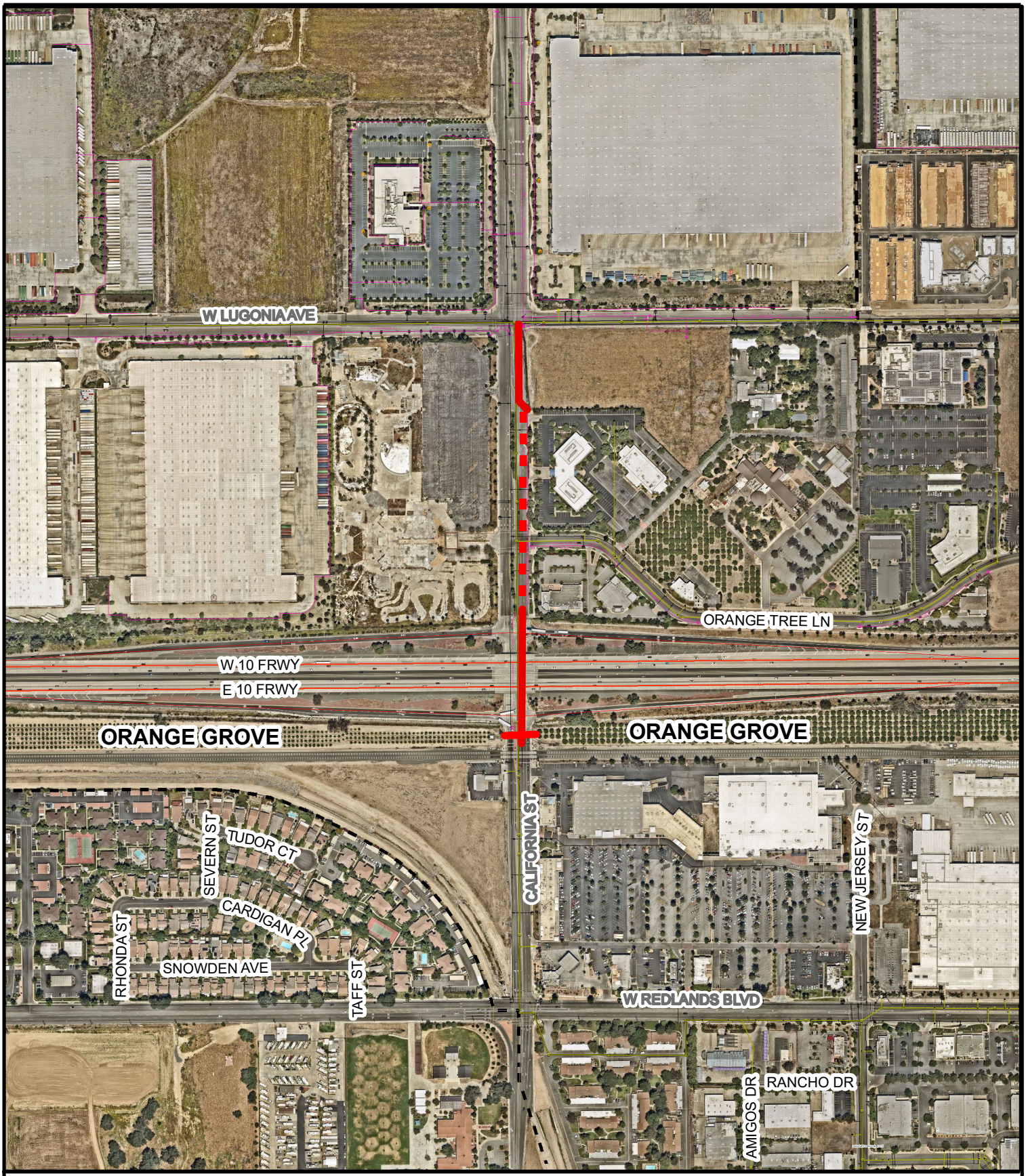
CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **29th day of May 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Recycled Water for California Street Orange Groves Project – Project No. S531021**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	CEM Construction, Montebello CA	Yes	Yes	N/A	$ 917,400.00
2	Tryco General Engineering, Rimforest CA	Yes	Yes	N/A	$ 943,310.00
3	MCC Pipeline, Inc., Yucaipa CA	Yes	Yes	N/A	$ 996,593.86
4	Pacific West Underground Inc., Yucaipa CA	Yes	Yes	N/A	$1,185,005.00
5	Creative Home dba CHI Construction, Fullerton CA	Yes	Yes	N/A	$1,275,700.00
6	Kirtley Construction Inc., San Bernardino CA	Yes	Yes	N/A	$1,946,340.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey



PROPOSED RECYCLED WATERLINE

Recycled Water for California Street Orange Groves Project Location Map

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City of REDLANDS "A City That Works"

City Council Meeting **H. 14.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2962 and Ordinance No. 2968 related to Development Impact Fees Adjustments (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

I move to adopt Ordinance No. 2962 and I move to adopt Ordinance No. 2968.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2962, amending Chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70, and 13.40 of the Redlands Municipal Code relating to storm drain facilities fees and public facilities fees; and Ordinance No. 2968 adopting Development Impact Fees for new development and rescinding Resolution No. 7951.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of these ordinances are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2962 and Ordinance No. 2968.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Jeanne Donaldson, City Clerk

REVIEWED BY:
Charles M. Duggan Jr., City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:
Codification: $22/per page affected by the change
Legal Publication: $550

Attachments

Ordinance No. 2962 Amending RMC Open Space Park Fees Sewer CIP
Ordinance No. 2968 New DIF Adjustments

ORDINANCE NO. 2962

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTERS 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70, AND 13.40 OF THE REDLANDS MUNICIPAL CODE RELATING TO OPEN SPACE AND PARK FEES, SEWER CAPITAL IMPROVEMENT FUND, WATER CAPITAL IMPROVEMENT FUND, TRANSPORTATION IMPROVEMENT FEES, STORM DRAIN FACILITIES FEES, PUBLIC FACILITIES FEES, SOLID WASTE CAPITAL IMPROVEMENT FUND, AND ACQUISITION OF WATER STOCKS AND WATER RIGHTS

WHEREAS, Chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70, and 13.40 of the Redlands Municipal Code establish, respectively, Open Space and Parks, Sewer Capital Improvement, Water Capital Improvement, Transportation Improvements, Storm Drain Facilities, Public Facilities Fees, Solid Waste Improvement, and the Acquisition of Water Stock And Water Rights to implement the City's General Plan to ensure that public facilities improvements which meet City standards are available concurrent with the need caused for such facilities by new development in the City; and

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Section 3.32 of the Redlands Municipal Code, entitled "Open Space and Park Fees," is hereby amended to read as follows:

"3.32.040: FEE IMPOSITION:

Open space and parks fees shall be collected from all applicants for development projects for the purpose of acquiring, developing, improving and expanding open space and park lands identified in the city's open space and park lands acquisition and development capital improvement plan in accordance with the fees approved by the City Council. No building permit shall be issued unless the fees required by this chapter are first paid. Fees collected pursuant to this chapter shall be deposited into a separate account or fund in a manner to avoid any commingling of such fees with other revenue of the city and the fees shall be expended solely for the purposes for which the fees were collected.

3.32.060: ADJUSTMENT OF FEE:

On July 1 of each fiscal year, the city's finance director, in coordination with the city's facilities and community services director, shall make annual adjustments to the specific amounts of open space and parks fees approved by the City Council by a percentage equal to the percentage change in the construction cost index of the "Engineering News-Record" twenty (20) cities annual average for the preceding twelve (12) month period. The purpose of this adjustment is to offset the effects of inflation related construction cost increases or any deflation related decreases. If this index should cease publication, the finance director shall use any appropriate official index published by the bureau of labor statistics, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs shall also be evaluated annually and adjusted as necessary based on the current market conditions at the time. "

Section 2. Section 3.44 of the Redlands Municipal Code, entitled "Sewer Capital Improvement Fund," is hereby amended to read as follows:

"3.44.030: CHARGES:

The specific amounts of the sewer capital improvement charges shall be approved by the City Council and shall be paid as a condition of issuing building permits, or other City approved entitlement, as determined within the sole discretion of the City, for buildings containing plumbing fixtures and required to have new sewer services tapping into the City's sewage system or increasing flow into the City's sewer system as estimated by the City. The charges shall be those in effect on the date the permit is issued or as such other entitlement issued by the City.

3.44.040: ADJUSTMENT OF CHARGES:

On July 1 of each fiscal year, the City's Finance Director, in coordination with the City's Municipal Utilities and Engineering Director, shall make annual adjustments to the specific amounts of the sewer capital improvement fees adopted by the City Council by a percentage equal to the percentage change in the construction cost index of the Engineering News-Record's "Construction Cost Index" - twenty (20) cities annual average for the preceding twelve (12) month period. The purpose of this adjustment is to offset the effects of inflation related construction cost increases or any deflation related decreases. If this index should cease publication, the Finance Director shall use any appropriate official index published by the Bureau of Labor Statistics, or similar agency as may then exist or may then be most nearly equivalent thereto."

Section 3. Section 3.48 of the Redlands Municipal Code, entitled "Water Capital Improvement Fund," is hereby amended to read as follows:

"3.48.030: CHARGES:

A. Except as otherwise provided for in this section, the water capital improvement fees shall be approved by the City Council and shall be paid as a condition of approval of an application for a new water connection or, for any property or use having an existing water connection and which is increasing its water demand on the City's utilities system, as a condition of issuance of any building permit, business license, or other entitlement from the City associated with the change in the property or use that is causing such increased demand. The charge due shall be that charge in effect on the date the application for a connection is approved or on the date the entitlement authorizing the increased demand is issued. All water capital improvement charges shall be deposited into the City's Water Capital Improvement Fund.

3.48.040: ADJUSTMENT OF CHARGES:

On July 1 of each fiscal year, the City's Finance Director, in coordination with the City's Municipal Utilities and Engineering Director, shall make annual adjustments to the specific amounts of the water capital improvement fees approved by the City Council by a percentage equal to the percentage change in the construction cost index of the Engineering News-Record's "Construction Cost Index" - twenty (20) cities annual average for the preceding twelve (12) month period. The purpose of this adjustment is to offset the effects of inflation related construction cost increases or any deflation related decreases. If this index should cease publication, the Finance Director shall

use any appropriate official index published by the Bureau of Labor Statistics, or similar agency as may then exist or may then be most nearly equivalent thereto."

Section 4. Section 3.54 of the Redlands Municipal Code, entitled "Transportation Improvement Fees," is hereby amended to read as follows:

"3.54.040: COLLECTION OF TRANSPORTATION IMPROVEMENT FEES:

Transportation improvement fees shall be collected from applicants for development projects as provided in this chapter and approved by the City Council implementing this chapter. No building permit shall be issued unless the fees required by this chapter are first paid and the development project is consistent with the city's general plan. Fees collected pursuant to this chapter shall be deposited in a special fund established for the purpose of constructing the transportation improvements provided for in the city's general plan and approved capital improvement programs. The fees required by this chapter are in addition to any other means of financing facilities or improvements identified in the city's general plan which may be imposed on the development of property under the provisions of state law, this code or city policy.

3.54.080: ESTABLISHMENT OF FEE:

In accordance with the city's general plan, the transportation improvement fees shall cover one hundred percent (100%) of the city's estimated costs for transportation improvements required by new development projects. The transportation improvement fees to be paid by a development project shall be based upon a determination of the number of vehicle trips generated by the development project, and the specific transportation improvement fee per trip generated shall be approved by the City Council. The transportation improvement fees collected shall be allocated to various transportation improvements comprising the city's street system, traffic signal system and freeway interchanges in percentages established by resolution of the city council.

3.54.090: ADJUSTMENT OF FEE:

On July 1 of each fiscal year, beginning in July 2007, the director of finance shall make annual adjustments to the specific amounts of fees approved by the City Council by a percentage equal to the percentage chain (in the construction cost index of the "Engineering News-Record" - 20 cities annual average) for the preceding twelve (12) month period. This adjustment will offset the effects of inflation related construction cost increase (or any deflation related decreases). If this index should cease publication, the director of finance shall use any appropriate official index published by the bureau of labor statistics, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs may be evaluated annually and adjusted as necessary based on the current market conditions at the time."

Section 5. Section 3.56 of the Redlands Municipal Code, entitled "Storm Drain Facilities Fees," is hereby amended to read as follows:

"3.56.020: DEFINITIONS:
Whenever the following terms are used in this chapter, they shall have the meanings established by this section:

ACCESSORY DWELLING UNIT: An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

ADMINISTRATIVE AUTHORITY: The director of municipal utilities and engineering of the city.

COMMERCIAL DEVELOPMENT: Any building in which wholesale or retail selling or educational activities may occur, and hotel/motel development.

DEVELOPMENT: Any use to which land is put, and any building, construction, or other alteration of land incident thereto.

INDUSTRIAL DEVELOPMENT: All manufacturing and warehouse development.

MASTER STORM DRAIN PLAN: The storm drain plan prepared by or under the direction of the city public works director and approved by the city and which identifies facilities and improvements required on a citywide basis to serve the projected population of the city as established by the city's general plan.

MULTI-FAMILY UNIT: Each unit of an apartment, duplex, multiple- dwelling structure or dwelling group or condominium, and a manufactured or mobilehome located in a mobilehome park on a temporary, semi-permanent or permanent basis.

OFFICE DEVELOPMENT: All general, professional and medical office development.

SENIOR RESTRICTED DWELLING UNIT: For purposes of this chapter, is defined as:

(A) A unit restricted by a covenant that runs with the land addressing the required age restriction to the satisfaction of the city.

(B) The unit's water meter serves only internal water use. Landscape irrigation shall be provided through a separate water meter service.

(C) The dwelling unit shall be less than 1,500 square feet of livable area.

Removal of the age restriction or an increase in the size of the unit will result in a reassessment of the charges.

SINGLE-FAMILY DEVELOPMENT: An attached or detached one-family dwelling unit.

3.56.040: STORM DRAIN FEES:

Storm drain fees shall be collected from applicants for development permits as approved by the City Council. No building permit shall be issued unless the fees approved by the City Council are

first paid and the permit is consistent with the city's master storm drain plan. Fees collected as approved by the City Council shall be deposited in a special fund established for the purpose of constructing the storm facilities provided in the city's master storm drain plan. The fees approved by the City Council are in addition to any other means of financing facilities or improvements identified in the city's master storm drain plan which may be imposed on the development of property under the provisions of state law, this code or city policy.

3.56.070: DETERMINATION AND PAYMENT:

The storm drain fees approved by the City Council are collected for the construction of storm drain facilities and improvements for which the city has established an account, appropriated funds and adopted a proposed construction schedule or plan prior to final inspection or issuance of a certificate of occupancy for the development project for which the fees are imposed, or the fees are to reimburse the city for expenditures previously made, and shall be determined and become due and payable to the city at the time of issuance of a building permit for the development project.

3.56.080: ADJUSTMENT OF FEE:

On July 1 of each fiscal year, the city's finance director, in coordination with the city's public works director, shall make annual adjustments to the specific amounts of storm drain fees approved by the City Council by a percentage equal to the percentage change in the construction cost index of the "Engineering News-Record" - twenty (20) cities annual average for the preceding twelve (12) month period. The purpose of this adjustment is to offset the effects of inflation related construction cost increases or any deflation related decreases. If this index should cease publication, the director of finance shall use any appropriate official index published by the bureau of labor statistics, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs may be evaluated annually and adjusted as necessary based on the current market conditions at the time."

Section 6. Section 3.60 of the Redlands Municipal Code, entitled "Public Facilities Fees," is hereby amended to read as follows:

"3.60.020: DEFINITIONS:
Whenever the following terms are used in this chapter, they shall have the meanings established by this section:

ACCESSORY DWELLING UNIT: An attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

ADMINISTRATIVE AUTHORITY: The director of municipal utilities and engineering of the city.

COMMERCIAL DEVELOPMENT: Any building in which wholesale or retail selling or educational activities may occur, and hotel/motel development.

DEVELOPMENT: Any use to which land is put, and any building, construction, or other alteration of land incident thereto.

INDUSTRIAL DEVELOPMENT: All manufacturing and warehouse development.

MULTI-FAMILY UNIT: Each unit of an apartment, duplex, multiple- dwelling structure or dwelling group or condominium, and a manufactured or mobilehome located in a mobilehome park on a temporary, semi-permanent or permanent basis.

OFFICE DEVELOPMENT: All general, professional and medical office development.

SENIOR RESTRICTED DWELLING UNIT: For purposes of this chapter, is defined as:

(A) A unit restricted by a covenant that runs with the land addressing the required age restriction to the satisfaction of the city.

(B) The unit's water meter serves only internal water use. Landscape irrigation shall be provided through a separate water meter service.

(C) The dwelling unit shall be less than 1,500 square feet of livable area.

Removal of the age restriction or an increase in the size of the unit will result in a reassessment of the charges.

SINGLE-FAMILY DEVELOPMENT: An attached or detached one-family dwelling unit.

3.60.040: FEES:

Public facility fees shall be collected from applicants for development projects for the purpose of constructing, improving, providing and maintaining public facilities identified in the city's public facility program in accordance with the amounts approved by the City Council. No building permit shall be issued unless the fees approved by the City Council are first paid. Fees collected as approved by the City Council shall be deposited into separate capital facilities accounts or funds in a manner to avoid any commingling of such fees with other revenues of the city and the fees shall be expended solely for the purposes for which the fees were collected. The fees required of an applicant for a development project approved by the City Council are in addition to any other means of financing public facilities or related improvements identified in the city's public facility program which may be imposed upon the applicant for the development project under the provisions of federal, state or local law

3.60.050: PAYMENT:

The public facility fees approved by the City Council shall be paid by the applicant for a development project as a condition of, and at the time of issuance of, a building permit for the development project. The City Council has determined that the approved fees will be collected for public improvements and public facilities for which an account has been established and funds appropriated and for which the city has adopted a proposed construction schedule or plan prior to the dates of final inspection or issuance of a certificate of occupancy for new development, and/or fees approved by the City Council are to reimburse the city for expenditures previously made.

3.60.060: ADJUSTMENT OF FEE:

On July 1 of each fiscal year, the city's finance director, in coordination with the city's public works director, shall make annual adjustments to the specific amounts of public facilities fees approved by the City Council by a percentage equal to the percentage change in the construction cost index of the "Engineering News-Record" - twenty (20) cities annual average for the preceding twelve (12) month period. The purpose for this adjustment is to offset the effects of inflation related construction cost increases or any deflation related decreases. If this index should cease publication, the director of finance shall use any appropriate official index published by the bureau of labor statistics, or similar agency as may then exist or may then be most nearly equivalent thereto. Land costs shall also be evaluated annually and adjusted as necessary based on the current market conditions at the time. ”

Section 7. Section 3.70 of the Redlands Municipal Code, entitled “Solid Waste Capital Improvement Fund,” is hereby amended to read as follows:

“3.70.030: CHARGES:

A. The solid waste capital improvement charge for the following categories shall be approved by the City Council and shall be paid as a condition of issuance of building permits for buildings required to have new solid waste services from the City’s solid waste system or increasing the solid waste stream into the City’s solid waste system as estimated by the City. The charges shall be those in effect on the date the permit is issued.

1. Accessory dwelling units: The charge for this category shall be per accessory dwelling unit.
2. Single-family dwelling units: The charge for this category shall be per dwelling or unit.
3. Multiple-family dwelling units, apartments, and mobilehome park lots or space: The charge for this category shall be per dwelling or unit or mobilehome space.
4. Nonresidential development: The charge for this category shall be a charge per pound per day estimated solid waste as estimated by the Public Works Department.
5. All solid waste capital improvement charges shall be credited to the Solid Waste Capital Improvement Fund.

B. 1. The owner of the property shall pay to the City the difference in the solid waste capital improvement charges calculated on the basis of currently established charges.

a. If a building or the use of a building on a parcel of property which building had been served by the solid waste system is charged in a way that would make the solid waste capital improvement charge greater; or

b. If a building is replaced on a parcel of property, which building had been served by the solid waste system, and the replacement building would have a greater solid waste capital improvement charge than the building replaced.

The difference in charges shall be due prior to final approval of a conditional use permit, if applicable, or, if not, prior to building permit issuance. If not collectible in this manner, such difference shall be invoiced with the next billing for solid waste service and collectible in the same manner as the billing for solid waste service.

2. If a building or the use of a building on a parcel of property is changed in any way that would make the solid waste capital improvement charge less, no refund shall be made, but the property shall retain the amount of credit established for its previous use.

3.70.040: ADJUSTMENT OF CHARGES:

On July 1 of each fiscal year, the City's Finance Director, in coordination with the City's Municipal Utilities and Engineering Director, shall make annual adjustments to the specific amounts of the solid waste capital improvement fees approved by the City Council by a percentage equal to the percentage change in the construction cost index of the Engineering News-Record's "Construction Cost Index" - twenty (20) cities annual average for the preceding twelve (12) month period. The purpose of this adjustment is to offset the effects of inflation related construction cost increases or any deflation related decreases. If this index should cease publication, the Finance Director shall use any appropriate official index published by the Bureau of Labor Statistics, or similar agency as may then exist or may then be most nearly equivalent thereto."

Section 8. Section 13.40 of the Redlands Municipal Code, entitled "Acquisition of Water Stocks and Water Rights," is hereby amended to read as follows:

"13.40.030: DEVELOPER REQUIREMENTS:

For any development project that will require water service or incremental water demand from the City, a water source acquisition charge shall be approved by the City Council and shall be paid as a condition of final approval of that development. The charge due shall be that amount in effect on the date approval of the development is given by the City.

13.40.040: ADJUSTMENT OF CHARGES:

On July 1 of each fiscal year, the City's Finance Director, in coordination with the City's Municipal Utilities and Engineering Director, shall make annual adjustments to the specific amounts of the water source acquisition fees approved by the City Council by a percentage equal to the percentage change in the construction cost index of the Engineering News-Record's "Construction Cost Index" - twenty (20) cities annual average for the preceding twelve (12) month period. The purpose of this adjustment is to offset the effects of inflation related construction cost increases or any deflation related decreases. If this index should cease publication, the Finance Director shall use any appropriate official index published by the Bureau of Labor Statistics, or similar agency as may then exist or may then be most nearly equivalent thereto."

Section 9. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15061(b)(3) because this City Council determines that it can be seen with certainty that approval of this ordinance will have no direct or indirect impact on the physical environment, and that approval of this ordinance is not a "project" under CEQA as that term is defined in Public Resources Code section 21065.

Section 10. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional

Section 11. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of July 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

ORDINANCE NO. 2968

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING DEVELOPMENT IMPACT FEES FOR NEW DEVELOPMENT WITH RESPECT TO STORM DRAIN, SEWER, WATER, SOLID WASTE, ACQUISITION OF WATER STOCK AND WATER RIGHTS, OPEN SPACE AND PARKS, TRANSPORTATION, AND PUBLIC FACILITIES, AND RESCINDING RESOLUTION NO. 7951

WHEREAS, Chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70, and 13.40 of the Redlands Municipal Code establish, respectively, Open Space and Parks, Sewer Capital Improvement, Water Capital Improvement, Transportation Improvements, Storm Drain Facilities, Public Facilities Fees, Solid Waste Improvement, and the Acquisition of Water Stock And Water Rights to implement the City's General Plan and Master Plans to ensure that public facilities improvements which meet City standards are available concurrent with the need caused for such facilities by new development in the City; and

WHEREAS, new residential and non-residential development within the City will generate additional residents and employees who will require additional public facilities. Land for these facilities will have to be acquired and public facilities and equipment will have to be expanded, constructed or purchased to meet this increased demand; and

WHEREAS, the Development Impact Fee Nexus Study ("Fee Study") has been prepared in response to the projected direct and cumulated effect of future development. Each new development will contribute to the need for new public facilities. Without future development many of the new public facilities on the Needs Lists would not be necessary as the existing facilities are adequate for the City's present population. In instances where facilities would be built regardless of new development, the costs of such facilities have been allocated to new and existing development based on their respective level of benefit; and

WHEREAS, the proposed impact fee will be charged to all new/future development, irrespective of location, in the City. Even future "in fill" development projects contribute to impacts on public facilities because they are an interactive component of a much greater universe of development located throughout the City. First, the property owners and/or the tenants associated with any new development in the City can be expected to place additional demands on City facilities funded by the fee. Second, these property owners and tenants are dependent on and, in fact, may not have chosen to utilize their development, except for residential, retail, employment and recreational opportunities located nearby on other existing and future development. Third, the availability of residents, employees, and customers throughout the City has a growth inducing impact without which some of the "in-fill" development would not occur. As a result, all development projects in the City contribute to the cumulative impacts of development; and

WHEREAS, the fee will be used for the acquisition, installation, and construction of the public facilities identified on the Needs Lists, included in Section IV of the Fee Study and other appropriate costs to mitigate the direct and cumulative impacts of new development in the City. The fee will provide a source of revenue to the City to allow for the acquisition, installation, and construction of public facilities, which in turn will maintain the current standard of service, preserve the quality of

life in City and protect the health, safety, and welfare of the existing and future residents, visitors, and employees; and

WHEREAS, it is the projected direct and cumulative effect of future development that has prompted the preparation of the Fee Study. Each development will contribute to the need for new public facilities. Without future development, the City would have no need to construct many of the public facilities on the Needs Lists. For all other facilities, the costs have been allocated to both existing and new development based on their level of benefit. Even future "infill" development projects, which may be adjacent to existing facilities, further burden existing public facilities. Consequently, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth; and

WHEREAS, the fees will be expended for the acquisition, installation, and construction of the public facilities identified on the Needs Lists and other authorized uses, as that is the purpose for which the Fee is collected. As previously stated, all new development creates either a direct impact on public facilities or contributes to the cumulative impact on public facilities. Moreover, this impact is generally equalized among all types of development because it is the increased demands for public facilities created by the future residents and employees that create the impact upon existing facilities; and

WHEREAS, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public facilities and creates the need for new facilities to accommodate growth. Without future development, many of the facilities on the Needs Lists would not be necessary. For certain other facilities, the costs have been allocated to both existing and new development based on their level of benefit; and

WHEREAS, it is now the desire of the City Council of the City of Redlands ("this City Council") to establish development impact fees for new development; and

WHEREAS, on May 2, 2024, David Taussig and Associates, Inc. dba DTA, prepared a study in accordance with Assembly Bill (AB) 1600 and Government Code Section 66000, *et. seq*. for the City recommending the amounts of development impact fees which may be imposed for new development; and

WHEREAS, the development impact fee provisions of the Redlands Municipal Code provide that the specific amounts of fees shall be established by this City Council;

WHEREAS, the term "Residential Property" includes Accessory Dwelling Unit above 750 sq.ft., Single Family, Multi-Family, and Transit Oriented; and

WHEREAS, by purposes of efficiency, it is further the desire of this City Council to establish the development impact fees for new development in this ordinance.

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. The Open Space and Parks Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 1.1794

Section 2. The Library Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.5997

Section 3. The Storm Drain Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.5113

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 611.00
2.	Commercial	$ 611.00
3.	Food Service and Entertainment	$ 611.00
4.	Office	$ 611.00
5.	Warehousing – Standard	$ 611.00
6.	Warehousing – High Cube	$ 611.00
7.	Manufacturing and Assembly	$ 611.00
8.	Industrial/Other	$ 645.00
9.	Industrial and Health Care	$ 645.00

Non-Residential	Fee per Room
Hotel/Motel	$ 351.00

Section 4. The Public Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.7145

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 1,052.00
2.	Commercial	$ 261.00
3.	Food Service and Entertainment	$ 5,243.00
4.	Office	$ 3,296.00
5.	Warehousing – Standard	$ 1,414.00
6.	Warehousing – High Cube	$ 283.00
7.	Manufacturing and Assembly	$ 381.00
8.	Industrial/Other	$ 3,900.00
9.	Industrial and Health Care	$ 874.00

Non-Residential	Fee per Room
Hotel/Motel	$ 226.00

Section 5. The Fire Protection Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.4503

Non-Residential	Fee per 1,000 Building Sq.Ft.
1. Retail	$ 663.00
2. Commercial	$ 165.00
3. Food Service and Entertainment	$ 3,305.00
4. Office	$ 2,077.00
5. Warehousing – Standard	$ 891.00
6. Warehousing – High Cube	$ 178.00
7. Manufacturing and Assembly	$ 240.00
8. Industrial/Other	$ 2,458.00
9. Industrial and Health Care	$ 551.00

Non-Residential	Fee per Room
Hotel/Motel	$ 143.00

Section 6. The Police Facilities Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.5197

Non-Residential	Fee per 1,000 Building Sq.Ft.
1. Retail	$ 765.00
2. Commercial	$ 190.00
3. Food Service and Entertainment	$ 3,814.00
4. Office	$ 2,397.00
5. Warehousing – Standard	$ 1,029.00
6. Warehousing – High Cube	$ 206.00
7. Manufacturing and Assembly	$ 277.00
8. Industrial/Other	$ 2,837.00
9. Industrial and Health Care	$ 636.00

Non-Residential	Fee per Room
Hotel/Motel	$ 165.00

Section 7. The Transportation System Improvements Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 1.3954

Non-Residential	Fee per 1,000 Building Sq.Ft.
1. Retail	$ 7,382.00
2. Commercial	$ 7,150.00

3.	Food Service and Entertainment	$14,979.00
4.	Office	$ 4,312.00
5.	Warehousing – Standard	$ 1,522.00
6.	Warehousing – High Cube	$ 563.00
7.	Manufacturing and Assembly	$ 833.00
8.	Industrial/Other	$ 2,729.00
9.	Industrial and Health Care	$ 6,462.00

Non-Residential	Fee per Room
Hotel/Motel	$ 2,253.00

Section 8. The Sewer Capital Improvement Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.2696

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 450.00
2.	Commercial	$ 450.00
3.	Food Service and Entertainment	$ 450.00
4.	Office	$ 450.00
5.	Warehousing – Standard	$ 480.00
6.	Warehousing – High Cube	$ 480.00
7.	Manufacturing and Assembly	$ 480.00
8.	Industrial/Other	$ 480.00
9.	Industrial and Health Care	$ 150.00

Non-Residential	Fee per Room
Hotel/Motel	$ 392.00

Note, the Sewer Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 9. The Water Capital Improvement Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 2.3657

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 438.00
2.	Commercial	$ 951.00
3.	Food Service and Entertainment	$ 951.00
4.	Office	$ 1,141.00
5.	Warehousing – Standard	$ 190.00
6.	Warehousing – High Cube	$ 190.00

7.	Manufacturing and Assembly	$ 951.00
8.	Industrial/Other	$ 951.00
9.	Industrial and Health Care	$ 3,139.00

Non-Residential	Fee per Room
Hotel/Motel	$ 1,902.00

Note, the Water Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 10. The Solid Waste Capital Improvement Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.0702

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 60.00
2.	Commercial	$ 60.00
3.	Food Service and Entertainment	$ 60.00
4.	Office	$ 60.00
5.	Warehousing – Standard	$ 60.00
6.	Warehousing – High Cube	$ 60.00
7.	Manufacturing and Assembly	$ 60.00
8.	Industrial/Other	$ 60.00
9.	Industrial and Health Care	$ 60.00

Non-Residential	Fee per Room
Hotel/Motel	$ 10.00

Section 11. The Acquisition of Water Stocks and Water Rights Fee is hereby established in the following amounts:

Residential Development	Fee per Building Sq.Ft.
Residential Property	$ 0.6633

	Non-Residential	Fee per 1,000 Building Sq.Ft.
1.	Retail	$ 123.00
2.	Commercial	$ 267.00
3.	Food Service and Entertainment	$ 267.00
4.	Office	$ 320.00
5.	Warehousing – Standard	$ 53.00
6.	Warehousing – High Cube	$ 53.00
7.	Manufacturing and Assembly	$ 267.00
8.	Industrial/Other	$ 267.00
9.	Industrial and Health Care	$ 880.00

Non-Residential	Fee per Room
Hotel/Motel	$ 533.00

Note, the Acquisition of Water Stocks and Water Rights Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single-family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 12. The City Council hereby determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15061(b)(3) because this City Council determines that it can be seen with certainty that approval of this ordinance will have no direct or indirect impact on the physical environment, and that approval of this ordinance is not a "project" under CEQA as that term is defined in Public Resources Code section 21065.

Section 13. Notwithstanding any other section of this ordinance, the development impact fees established herein shall take effect January 1, 2025 and Resolution No. 7951 shall be rescinded.

Section 14. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 15. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of July 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 15.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the termination of the Non-Potable Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine the termination of the Non-Potable Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and,

2. I move that City Council authorize the Director of Municipal Utilities and Engineering to execute a letter of termination of the Non-Potable Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District.

RECOMMENDATION:

Staff recommends that City Council authorize the Director of Municipal Utilities and Engineering to execute a letter of termination of the Non-Potable Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends that City Council authorize the Director of Municipal Utilities and Engineering to execute a letter of termination of the Non-Potable

Irrigation Water System Memorandum of Understanding with the San Bernardino Community College District.

DISCUSSION:

On November 15, 2016, the City Council approved a Memorandum of Understanding (MOU) with the San Bernardino Community College District (District) for the funding, design, installation, and operation of a non-potable irrigation water system at Crafton Hills College. The project was completed soon after and the responsibilities of both Parties detailed in the MOU were satisfied. Since completion of the project, Crafton Hills College has received non-potable irrigation water from the South Mountain Water Company (SMWC) system through SMWC shares owned by Redlands.

In February 2024, City Council approved the sale of the City's SMWC shares to Yucaipa Valley Water District (YVWD). The City no longer owns shares in SMWC and is no longer entitled to receive water from the SMWC system. Subsequently, Crafton Hills College disconnected its non-potable irrigation water system from the SMWC system and now receives non-potable irrigation water through the YVWD recycled water system. As such, the MOU is no longer applicable to the Crafton Hills College landscape irrigation practices and must be terminated. If City Council approves the recommendation to terminate this MOU, staff will provide a written thirty (30) day notice to the District.

Termination of this MOU is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that doing so will not negatively impact the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

SBCCD MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT REGARDING FUNDING, DESIGN, INSTALLATION, AND OPERATION OF A NON-POTABLE IRRIGATION WATER SYSTEM AT CRAFTON HILLS COLLEGE

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is hereby authorized this 15TH day of NOVEMBER, 2016, by and between the CITY OF REDLANDS, a public body and corporate and politic, on behalf of itself and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "College"; collectively, the City, District, and College are referred to as the "Parties"), and is made with reference to the funding and construction of a non-potable irrigation water system at Crafton Hills College (the "Non-Potable Water Project"):

RECITALS

WHEREAS, the City of Redlands is responsible for meeting the water demands for the College; and,

WHEREAS, the College desires to enhance their water supply services by connecting their irrigation system to the City's non-potable water supply located at the west entrance to the campus on Sand Canyon Road; and,

WHEREAS, the City of Redlands is willing to provide the said service in accordance with the applicable rules and ordinances regarding non-potable water service; and,

WHEREAS, the College desires to assist the City in obtaining their goal to reduce potable water consumption; and,

NOW THEREFORE the College and the City agree to pay for, design, and construct the non-potable water system as follows:

Section 1. Responsibilities of the Parties

City: The City is responsible to design and construct the non-potable water system from the existing point of connection on Sand Canyon Road to the meter located on the southeast corner of Campus Drive and Emerald View Drive (near Parking Lot A) including any necessary modifications or enhancements to existing pumping stations, equipment, piping, or facilities. Construction of the system shall include all necessary permits, utility investigation, demolition and removal, excavation, installation, compaction, inspections, and complete restoration of the affected areas.

In consideration for the City designing and constructing this portion of the system, the College shall reimburse the City up to $224,894.91.

Payment by College to City shall be made within thirty (30) days after College's receipt of City's invoice, by warrant payable to City.

College: The College is responsible for design and construction of the non-potable water system from the service side of the water meter to be located on the southeast corner of Campus Drive and Emerald View Drive (near Parking Lot A). Costs for this portion of the system are the responsibility of the College.

Section 2. System Capacity Requirements

Flow: The City shall design and construct equipment, facilities, and infrastructure necessary to supply a minimum of 540 gallons per minute.

No Guarantee of Service: The City will make a reasonable effort to maintain non-potable service to the College; however, service outages may periodically occur.

Time of Use: The City shall supply water to the College between the hours of 10:00pm and 10:00am unless otherwise coordinated with the City.

Section 3. Installation Standards

College shall design and construct a non-potable irrigation system with material and installation that conforms to the City of Redlands Municipal Water Division Standard Specifications.

Section 4. Schedule

The City shall commence installation, and construction upon execution of this agreement. The construction schedule shall be coordinated with College staff in such a manner to permit vehicular access to/from the campus during operating hours (7:00AM through 10:00PM, Monday through Friday) or otherwise as coordinated with College staff. On site construction shall be completed by January 13, 2017.

Section 5. Liability; Indemnification.

The College shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless the City of Redlands and its respective officers, board members, council members, representatives and agents, and their respective successors ("City Parties"), from and against any and all claims, responsibilities and/or liabilities for any costs, losses, liabilities, damages, expenses (including all reasonable out-of-pocket litigation costs and attorneys' fees) and demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with the design and construction of the non-potable water system, except to the extent caused by the sole negligence or willful misconduct of the City or the City Parties.

The City, including, but not limited to, the City's successors, shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless the College and its officers, board members, employees, representatives, and agents, and their respective successors ("College Parties"), from and against any and all claims, responsibilities and/or liabilities for any costs, losses, liabilities, damages, expenses (including all reasonable out-of-pocket litigation costs and attorneys' fees) and demands of any nature whatsoever related directly or indirectly to,

or arising out of or in connection with the design and construction of the non-potable water system, except to the extent caused by the sole negligence or willful misconduct of the College or the College Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Dated: 11/15, 2016.	**CITY OF REDLANDS** Signature: _____ Print Name: Paul W. Foster Title: Mayor ATTEST: Sam Irwin, City Clerk _____
Dated: 11/15, 2016.	**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT** By: _____ Steve Sutorus, Business Manager

City Council Meeting **H. 16.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Amendment No. 1 to the San Bernardino County Transportation Authority (SBCTA) Master License Agreement (Contract No. 23-1002930) for City utilities within SBCTA rights-of-way, and determine that approval of the amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of Amendment No. 1 to the San Bernardino County Transportation Authority Master License Agreement (Contract No. 23-1002930) is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve Amendment No. 1 to the SBCTA Master License Agreement (Contract No. 23-1002930).

RECOMMENDATION:

Staff recommends that City Council determine approval of Amendment No. 1 to the November 21, 2023 SBCTA Master License Agreement (Contract No. 23-1002930) is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve Amendment No. 1 to the SBCTA Master License Agreement.

DISCUSSION:

MUED staff is preparing to extend an existing recycled water distribution pipeline on California Street from Lugonia Avenue to a point south of I-10, with the goal of transitioning the City's California Grove and West Gateway Grove from potable water irrigation to recycled water irrigation. This will be the first expansion of the recycled water distribution system south of I-10. The extension of the recycled waterline will go through CalTrans rights-of-way and will connect the existing twelve inch (12") pipeline under the Redlands Passenger Rail, which is San Bernardino County Transportation Authority (SBCTA) right-of-way. SBCTA requires a license agreement to govern the operation and maintenance of this facility.

On November 21, 2023, City Council approved a Master License Agreement with SBCTA (Contract No. 23-100293). This agreement governs the operation of a City potable waterline crossing along the east side of University Street that parallels the rail to the east along the north side of Orange Blossom Trail to Judson Street. This amendment consolidates twelve (12) similar utility crossings, including the proposed recycled water pipeline crossing at California Street, into a single agreement.

Location	**Facilities**
California Street	12-inch DIP Non-potable, 12-inch AC Potable Waterline and 12-inch VCP Sewerline
New York Street	8-inch DIP Non-potable Waterline, 24-inch VCP Sewerline and 16-inch CML&C Potable Waterline
Colton Avenue	36-inch RCP Storm Drain line and 12-inch AC Potable Waterline
6th Street	16-inch DIP Potable Waterline
University Street	8-inch DIP Potable Waterline
Texas Street	66-inch RCP Storm Drain line and 12-inch DIP Potable Waterline
Mountain View Avenue	12-inch CML&C Potable Waterline, 12-inch Recycled Waterline and 2-12-inch and 1-6-inch PVC Sewerline
Alabama Street	8-inch VCP Sewer line, 39-inch RCP Storm Drain and 12-inch DIP Potable Waterline
Eureka Street	8-inch DIP Non-potable Waterline, 12-inch PVC Potable Waterline and 8-inch AC Potable Waterline

Orange Street	12-inch DIP Potable Waterline
7th Street	8-inch DIP Potable Waterline
9th Street	8-inch VCP Sewerline, 8-inch DIP Potable Waterline and 60-inch RCP Storm Drain line

Approval of Amendment No. 1 to the Master License Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act as approval of the amendment to the Master License Agreement will not have a significant impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year: FY 23/24
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Account No.: 101400; 501900; 521900; 405400
Discussion:
The FY 23/24 MUED Budget includes sufficient funding for this license.

Attachments

Master License Agreement Amendment 1
Master License Agreement (Reference only)
Location Map

MASTER LICENSE AMENDMENT No. 1

For SBCTA Contract No. 23-1002930

This AMENDMENT is made and entered into as of the date executed by SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA), pursuant to Public Utility Code §§130800 et seq. ("SBCTA"), and CITY OF REDLANDS, a municipal corporation and general law city ("LICENSEE").

RECITALS:

SBCTA and LICENSEE are parties to a master license agreement dated November 21, 2023, known to SBCTA as Contract No. 23-1002930 a true and correct copy of which is attached hereto as Attachment 1 and hereby incorporated by reference, together with any and all modifications, supplements, and amendments thereto, being hereinafter referred to as the "Original License", the basic terms of which are provided in Part I thereunder.

The parties desire to modify the Original License as hereinafter provided, effective the date the last Party signs it. Except as specifically amended by this Amendment, all other provisions of the Original License shall remain in full force and effect.

AMENDMENT TERMS:

It is mutually agreed that the Original License is hereby changed, as follows:

I. DELETE Section 3.1.1 in its entirety and REPLACE it as follows:

"3.1.1 Administration Fee. The Administration Fee set forth in each SLE, the aggregate total thereof which may be discounted as described in Exhibit E, shall be due and payable annually in advance prior to January 1st of each year."

II. ADD the following to Exhibit A, "Specific License Exhibit" attached hereto as Attachment 2:

Exhibit A-2, "Specific License Exhibit – Location 2"
through
Exhibit A-13, "Specific License Exhibit – Location 13"

III. Exhibit E is DELETED in its entirety and is REPLACED by the Exhibit E, "Control Master Ledger" is attached hereto as Attachment 3.

IV. All other provisions of the Original License shall remain unchanged by this Amendment No. 1 and in effect.

V. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this AMENDMENT was duly executed by the LICENSEE and SBCTA on the dates below and is effective as the date executed by SBCTA.

LICENSEE:	SBCTA:
CITY OF REDLANDS	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§130800 et seq.
By:	By:
Name: Eddie Tejeda	Name: Raymond W. Wolfe
Title Mayor	Title: Executive Director
Date:	Date:

ATTEST:

By: _____
City Clerk

Attachment 1

Original License

Attachment 2

Exhibit A-2 through Exhibit A-15

Specific License Exhibit
Location 2 through Location 15

Exhibit "A-2"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 12-inch, 0.28 inch thick, ductile iron pipe waterline within a 24-inch steel casing.

One (1) 12-inch, asbestos concrete waterline within a 20-inch steel casing.

One (1) 12-inch, vitrified clay pipe sewer line within a 24-inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossings 25 feet east (DIP waterline), 22 feet west (AC waterline) and 7 feet east (sewer) of California Street.
Mile Post 63.02

Approximate Area: 1,500 square feet; 0.034 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Exhibit "A-2"

Description and Dimensions of the Premises Area:

An underground non-potable waterline transverse crossing of SBCTA's San Gabriel Subdivision 25 feet east of the centerline of California Street, 50 feet in length and 10 feet in width.

An underground non-potable waterline transverse crossing of SBCTA's San Gabriel Subdivision 22 feet west of the centerline of California Street, 50 feet in length and 10 feet in width.

An underground sewer line transverse crossing of SBCTA's San Gabriel Subdivision 7 feet east of the centerline of California Street, 50 feet in length and 10 feet in width.

This SLE supersedes the following agreements:
Agreement/Contract Number RRND007369, License Agreement between Atchison, Topeka and Santa Fe Railway Company (ATSF) (SBCTA's predecessor in interest) and the City of Redlands, dated March 19, 1968.

Agreement/Contract Number RRND007350, License Agreement between ATSF (SBCTA's predecessor in interest) and the City of Redlands, dated March 10, 1978.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

Exhibit "A-2"

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

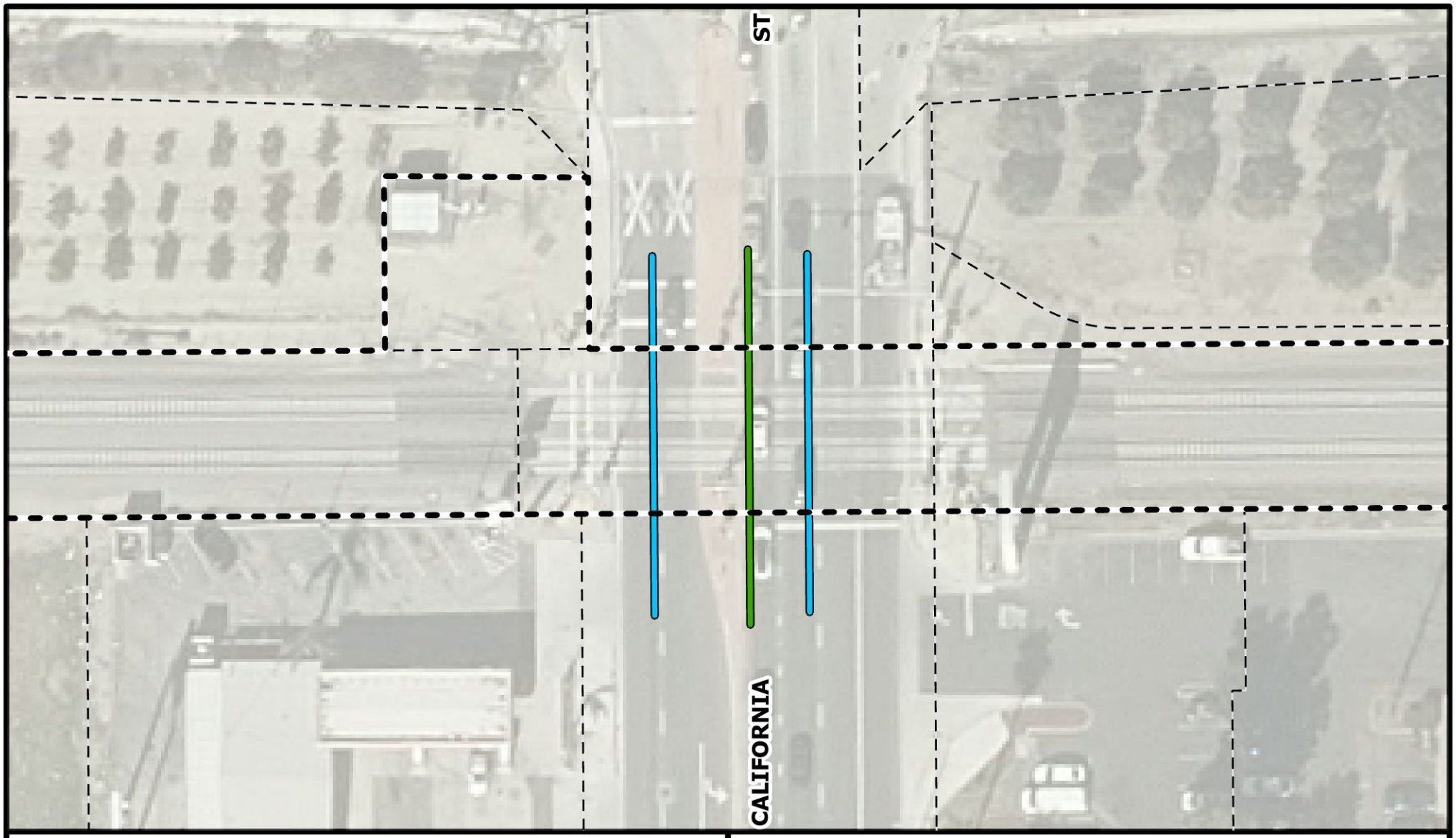
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-2" - Attachment 1 - Location 2

APN	Nearest Cross Street	City/Community
0292-064-30	California Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
63.02	San Gabriel	Permit
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-3"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 8-inch, 0.312 inch thick, ductile iron pipe waterline within an 18-inch steel casing.

One (1) 24-inch, vitrified clay pipe sewer line within a 48-inch steel casing.

One (1) 16-inch, steel waterline within a 24-inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossings 19 feet east (16" water) and 50 feet east (8" water) of New York Street; Longitudinal crossing 15 feet south of the north SBCTA right of way line (24" sewer).

Mile Post 64.82

Approximate Area: 2,360 square feet; 0.054 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Exhibit "A-3"

Description and Dimensions of the Premises Area:
An underground recycled waterline transverse crossing of SBCTA's San Gabriel Subdivision along the east side of New York Street, 100 feet in length and 10 feet in width.

An underground sewer longitudinal installation along SBCTA's San Gabriel Subdivision along the north side of the rail right of way between New York Street and Stuart Street, 240 feet in length and 10 feet in width.

An underground waterline transverse crossing of SBCTA's San Gabriel Subdivision along the east side of New York Street, 102 feet in length and 10 feet in width.

This SLE supersedes the following agreements:
Agreement/Contract Number 21-1002608 (RRND007747), License Agreement between SANBAG (SBCTA's predecessor in interest) and the City of Redlands, dated June 25, 2015.

Agreement/Contract Number RRND007352, License Agreement between Atchison, Topeka and Santa Fe Railway Company (SBCTA's predecessor in interest) and the City of Redlands, dated December 12, 1990.

Agreement/Contract Number RRND007390, License Agreement between Atchison, Topeka and Santa Fe Railway Company (SBCTA's predecessor in interest) and the City of Redlands, dated May 15, 1963.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

Exhibit "A-3"

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

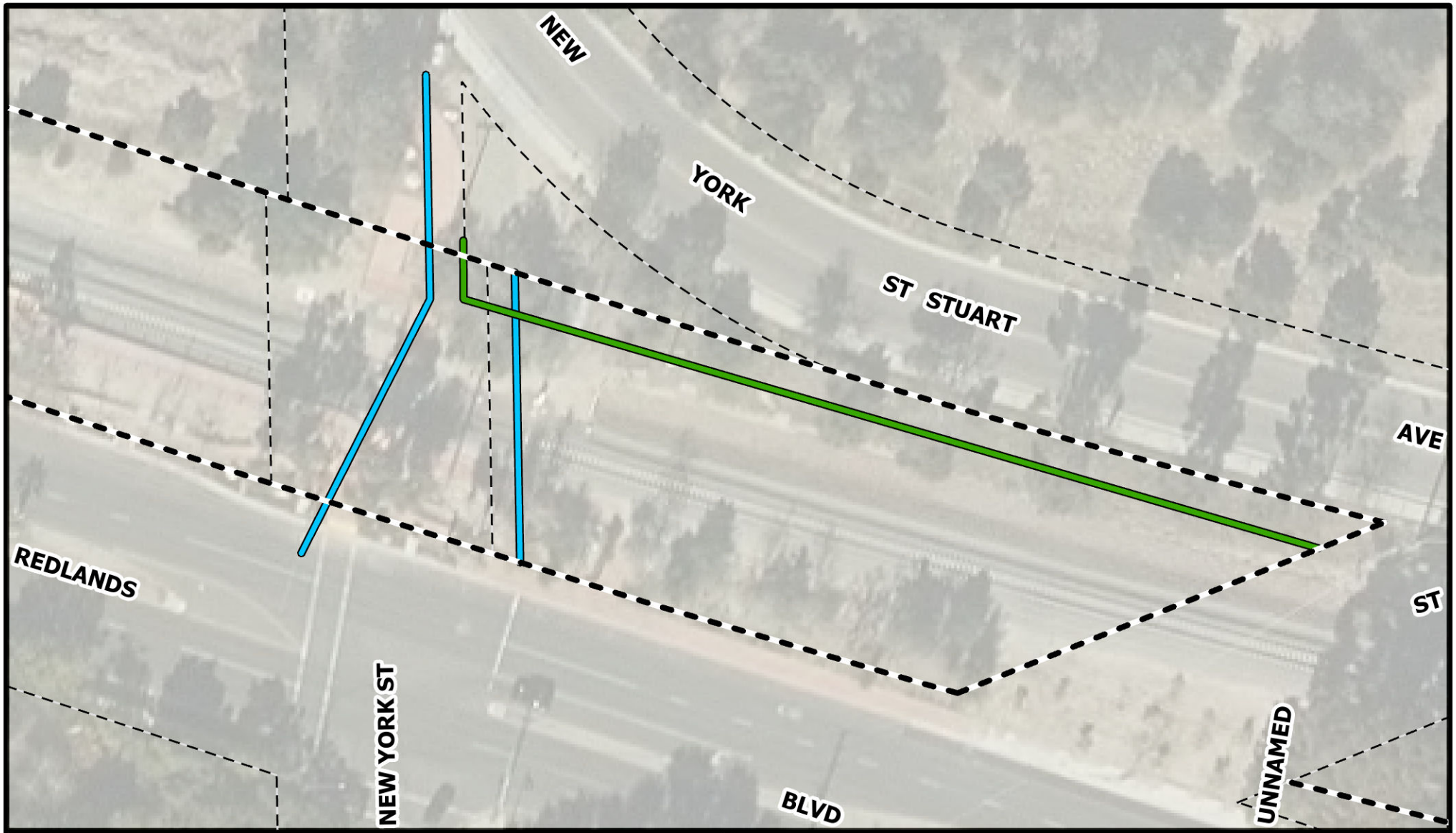
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-3" - Attachment 1 - Location 3

APN	Nearest Cross Street	City/Community
0171-022-12	New York Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
64.82	San Gabriel	Permit
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-4"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 36-inch, reinforced concrete pipe storm drain within a 60-inch steel casing and 18" reinforced concrete pipe lateral collection lines.

One (1) 12-inch, asbestos cement pipe waterline within a 20-inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossing west of Colton Avenue.
Mile Post 64.21

Approximate Area: 7,650 square feet; 0.176 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area:
An underground storm drain transverse crossing of SBCTA's San Gabriel Subdivision along the west side of Colton Avenue, an irregular shaped area approximately 7,150 square feet.

This SLE supersedes the following agreement: Agreement/Contract Number 21-1002511 (RRND007738), License Agreement between SANBAG (SBCTA's predecessor in interest)

and the City of Redlands, dated March 17, 2015.

An underground waterline transverse crossing of SBCTA's San Gabriel Subdivision west of the original Colton Avenue, 50 feet in length and 10 feet in width.

This SLE supersedes the following agreement: Agreement/Contract Number RRND007738, License Agreement between Atchison, Topeka and Santa Fe Railway Company (SBCTA's predecessor in interest) and the City of Redlands, dated October 19, 1923

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long

as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

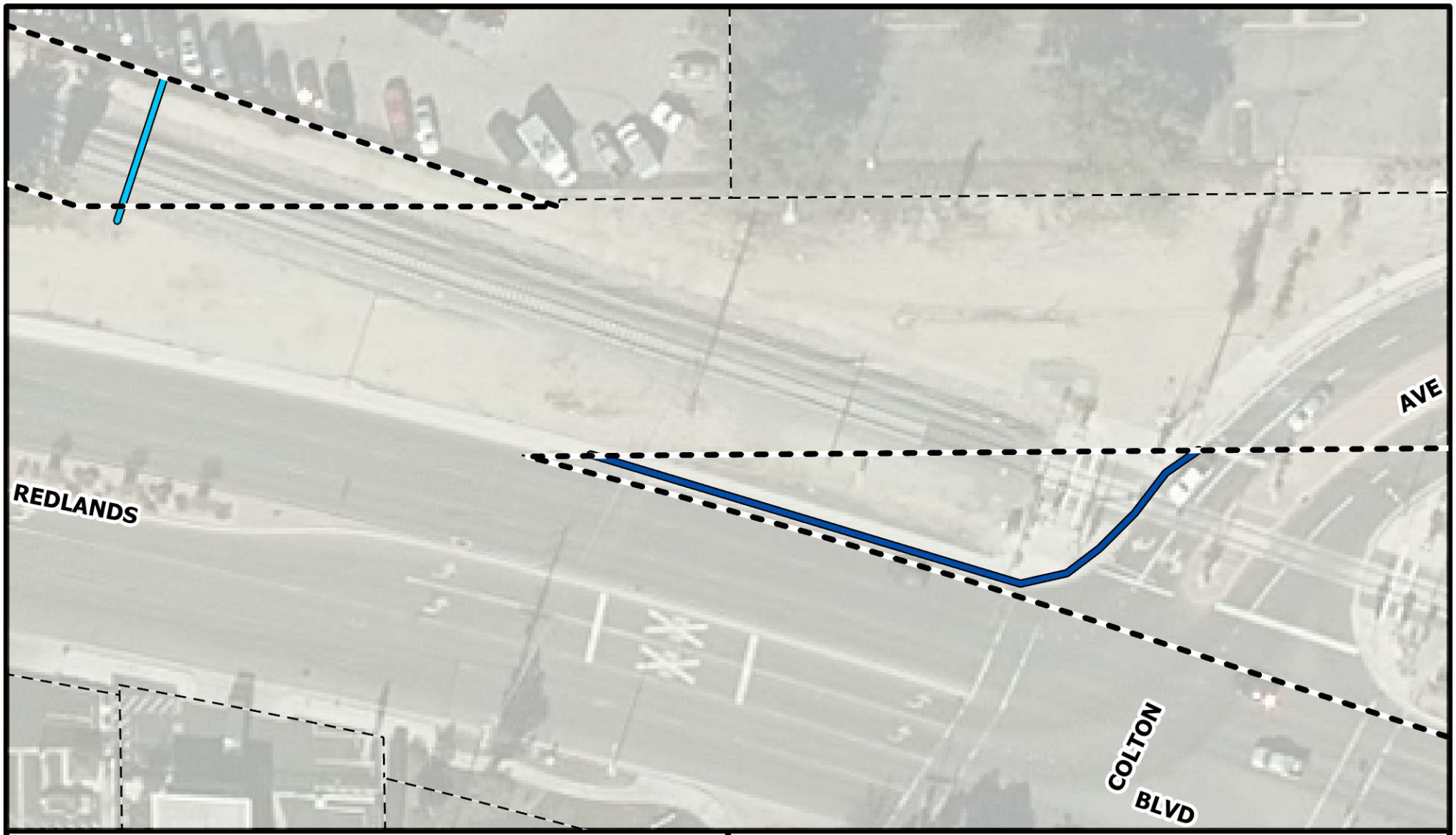
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-4" - Attachment 1 - Location 4

APN	Nearest Cross Street	City/Community
0169-391-02	Colton Avenue	Redlands
SCRRA Mile Post	Branch/Line	Agreement Type
64.21	San Gabriel	License
Grade Type	Orientation	Contract Number
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-5"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 16-inch, 0.34 inch thick, ductile iron pipe waterline within a 36 inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossing 15 feet east of 6th Street.
Mile Post 65.71

Approximate Area: 500 square feet; 0.011 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area: An underground potable waterline transverse crossing of SBCTA's San Gabriel Subdivision along the east side of 6th Street, 50 feet in length and 10 feet in width.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

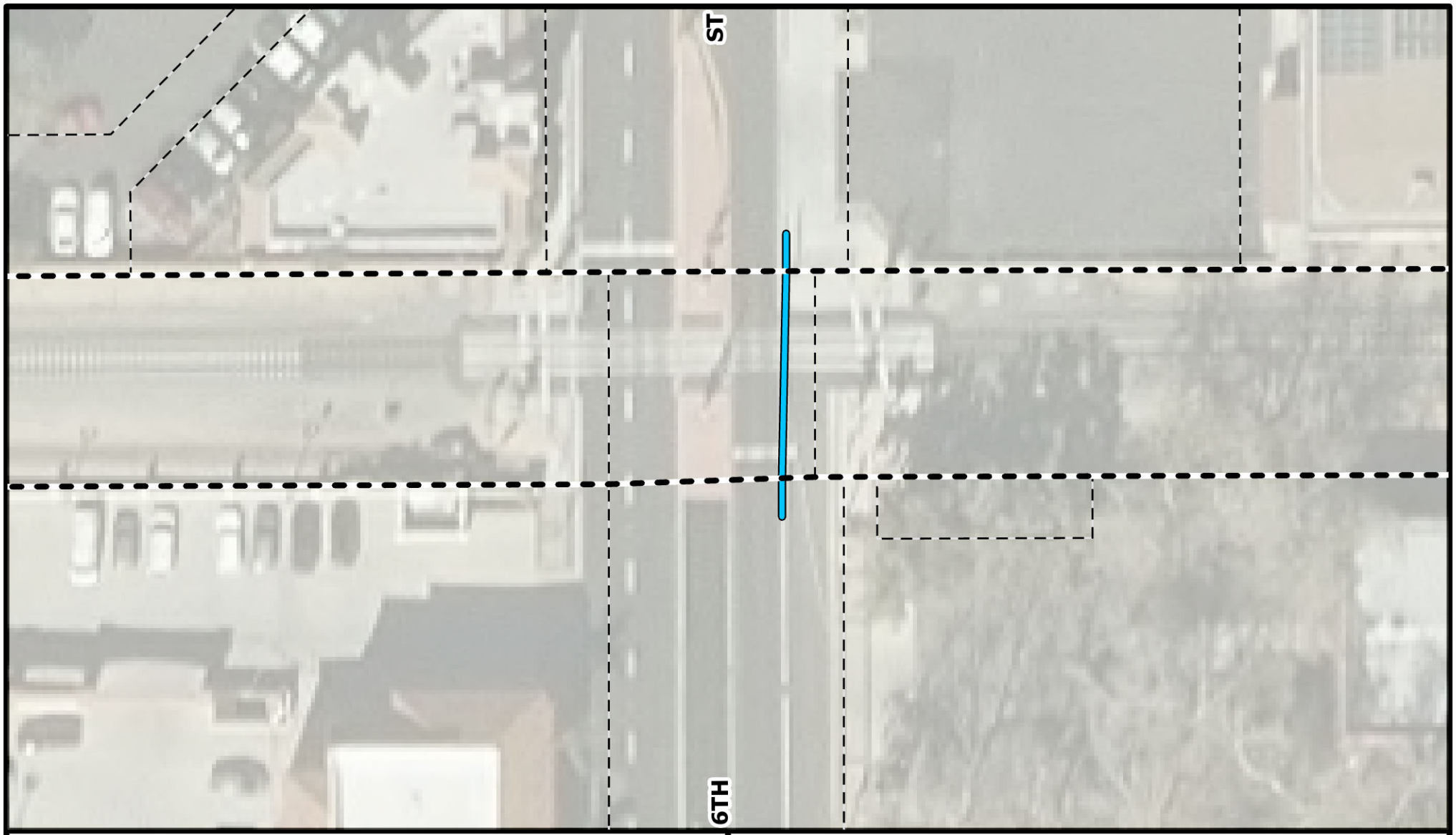
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-5" - Attachment 1 - Location 5

APN	Nearest Cross Street	City/Community
0169-312-07	6th Street	Redlands
SCRRA Mile Post	Branch/Line	Agreement Type
65.71	San Gabriel	Permit
Grade Type	Orientation	Contract Number
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-6"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into this _____ day of _____, 2024, by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

Two (2) 8-inch, 0.25 inch thick, ductile iron pipe waterline within a 16 inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossings 25 feet west and 27 feet west of University Street.
Mile Post 66.48

Approximate Area: 2,000 square feet; 0.046 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area:

Two underground potable waterline transverse crossing of SBCTA's San Gabriel Subdivision along the west side of University Street, 100 feet in length and 10 feet in width.

This SLE supersedes the following agreements:
Agreement/Contract Number RRND007389, License Agreement between Atchison, Topeka and Santa Fe Railway Company (SBCTA's predecessor in interest) and the City of Redlands, dated March 19, 1964.

dated March 19, 1964.

Agreement/Contract Number RRND007748, License Agreement between SANBAG (SBCTA's predecessor in interest) and the City of Redlands, dated September 1, 2009.

3. TERM.

The term of this License shall commence on the "Commencement Date".

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ZERO DOLLARS ($0.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

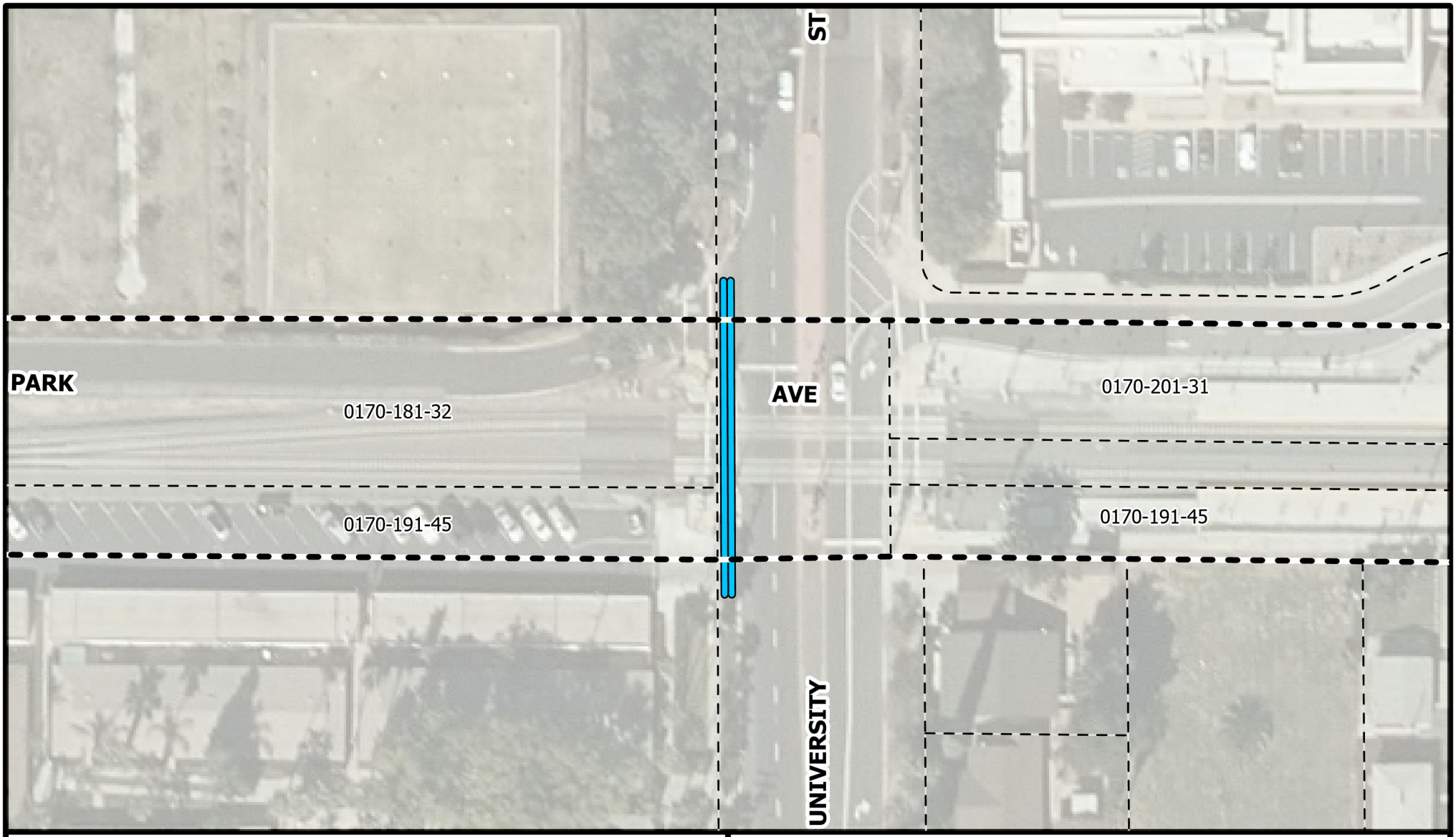
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-6" - Attachment 1 - Location 6

APN	Nearest Cross Street	City/Community
See Map	University Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
66.48	San Gabriel	License
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-7"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 66-inch, reinforced concrete pipe storm drain.

One (1) 12-inch, ductile iron pipe waterline within a 24-inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossing east of Texas Street (storm drain) and transverse crossing west of Texas Street (waterline).
Mile Post 65.07

Approximate Area: 2,000 square feet; 0.046 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area:
An underground storm drain transverse crossing of SBCTA's San Gabriel Subdivision along the east side of Texas Street, 100 feet in length and 10 feet in width.

An underground waterline transverse crossing of SBCTA's San Gabriel Subdivision 23 feet west of the centerline of Texas Street, 100 feet in length and 10 feet in width.

This SLE supersedes the following agreement: Agreement/Contract Number RRND007647, License Agreement between SANBAG (SBCTA's predecessor in interest) and the City of Redlands, dated November 8, 2008.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ZERO DOLLARS ($0.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee

for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

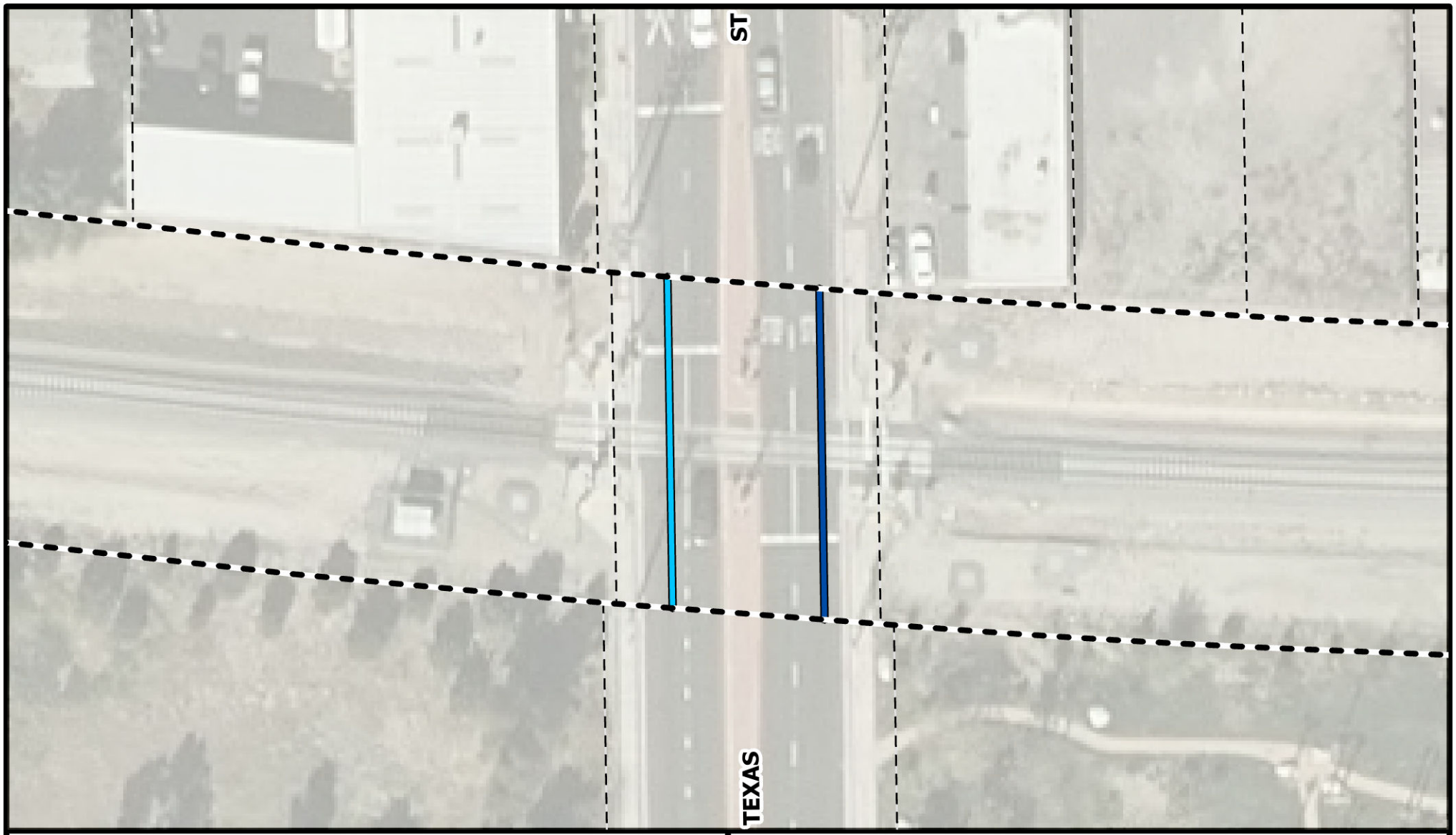
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-7" - Attachment 1 - Location 7

APN	Nearest Cross Street	City/Community
0169-271-43	Texas Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
65.07	San Gabriel	License
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-8"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 12-inch, CML&C potable waterline in steel casing.

One (1) 12-inch, ductile iron pipe recycled waterline.

Two (2) 12-inch and one (1) 6-inch polyvinyl chloride sewer lines all within a concrete encasement.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossings 22 feet (potable waterline), 30 feet (recycled water) and 31.25 feet (sewer) east of Mountain View Avenue.
Mile Post 61.87

Approximate Area: 3,900 square feet; 0.090 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Exhibit "A-8"

Description and Dimensions of the Premises Area:

An underground potable waterline transverse crossing of SBCTA's San Gabriel Subdivision 22 feet east of the centerline of Mountain View Avenue, 130 feet in length and 10 feet in width.

An underground recycled waterline transverse crossing of SBCTA's San Gabriel Subdivision 30 feet east of the centerline of Mountain View Avenue, 130 feet in length and 10 feet in width.

An underground sewer line encasement transverse crossing of SBCTA's San Gabriel Subdivision 31.25 feet east of the centerline of Mountain View Avenue, 130 feet in length and 10 feet in width.

This SLE supersedes the following agreement: Agreement/Contract Number 21-1002489 (RRND007647), License Agreement between SBCTA and the City of Redlands, dated July 12, 2021.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

Exhibit "A-8"

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

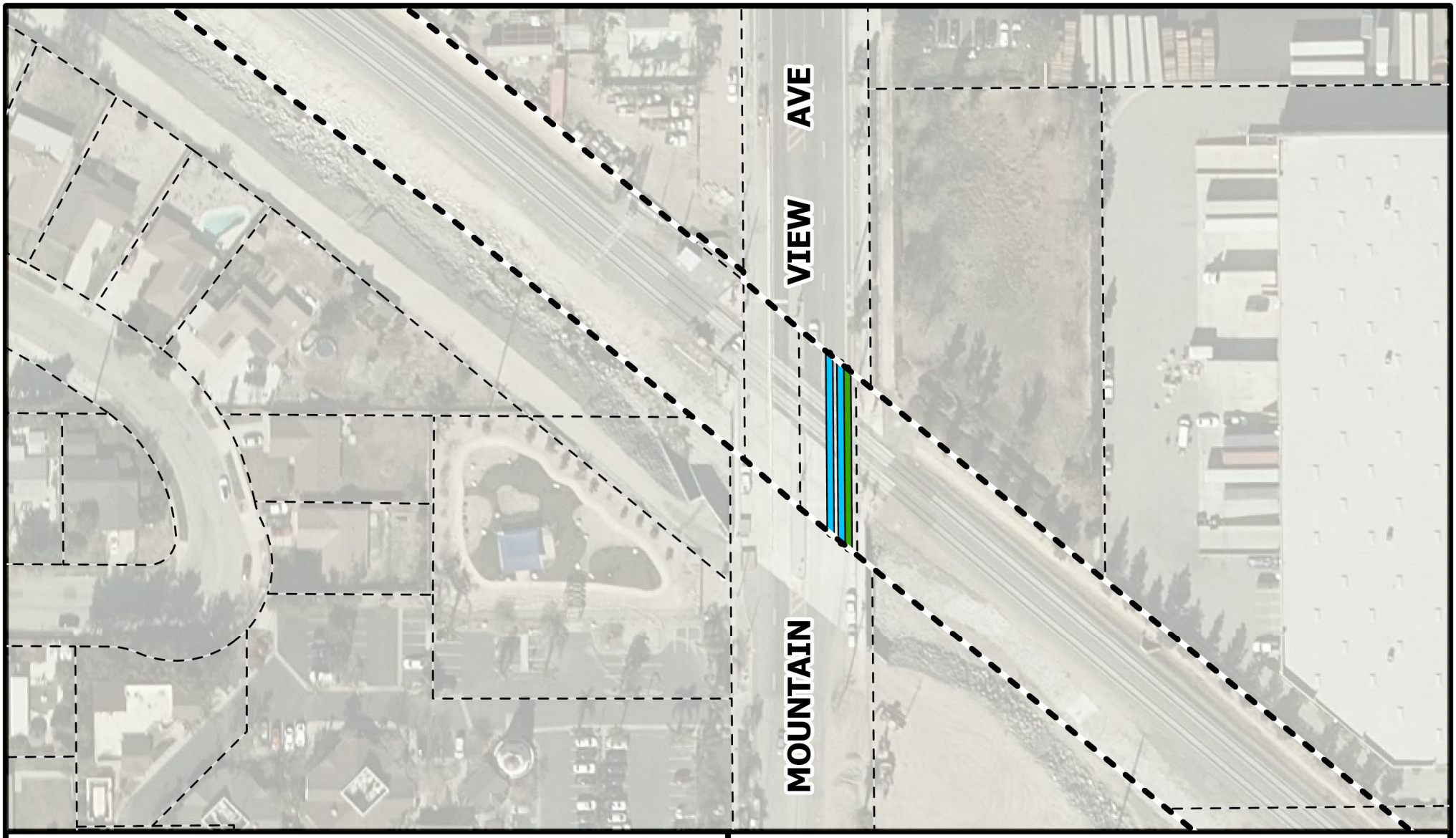
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-8" - Attachment 1 - Location 8

APN	Nearest Cross Street	City/Community
0292-032-45	Mountain View Ave	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
61.87	San Gabriel	License
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-9"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 8-inch, vitrified clay pipe sewer line within an 18-inch steel casing and under an 8 inch (min.) concrete blanket.

One (1) 39-inch, reinforced concrete pipe storm drain line within a 54-inch steel casing.

One (1) 12-inch, ductile iron pipe waterline within a 24-inch steel casing

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossing 25 feet east (water), 21 feet east (storm drain), and 25 feet east (sewer) of Alabama Street.
Mile Post 64.03

Approximate Area: 1,500 square feet; 0.034 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Exhibit "A-9"

Description and Dimensions of the Premises Area:
An underground sewer line transverse crossing of SBCTA's San Gabriel Subdivision along the east side of Alabama Street, 50 feet in length and 10 feet in width.

An underground storm drain line transverse crossing of SBCTA's San Gabriel Subdivision along the east side of Alabama Street, 50 feet in length and 10 feet in width.

An underground waterline transverse crossing of SBCTA's San Gabriel Subdivision along the east side of Alabama Street, 50 feet in length and 10 feet in width.

This SLE supersedes the following agreements:
Agreement/Contract Number RRND007359, License Agreement between Atchison, Topeka and Santa Fe Railway Company (SBCTA's predecessor in interest) and the City of Redlands, dated October 10, 1980.

Agreement/Contract Number RRND007638, License Agreement between SANBAG (SBCTA's predecessor in interest) and the City of Redlands, dated April 1, 2007.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

Exhibit "A-9"

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

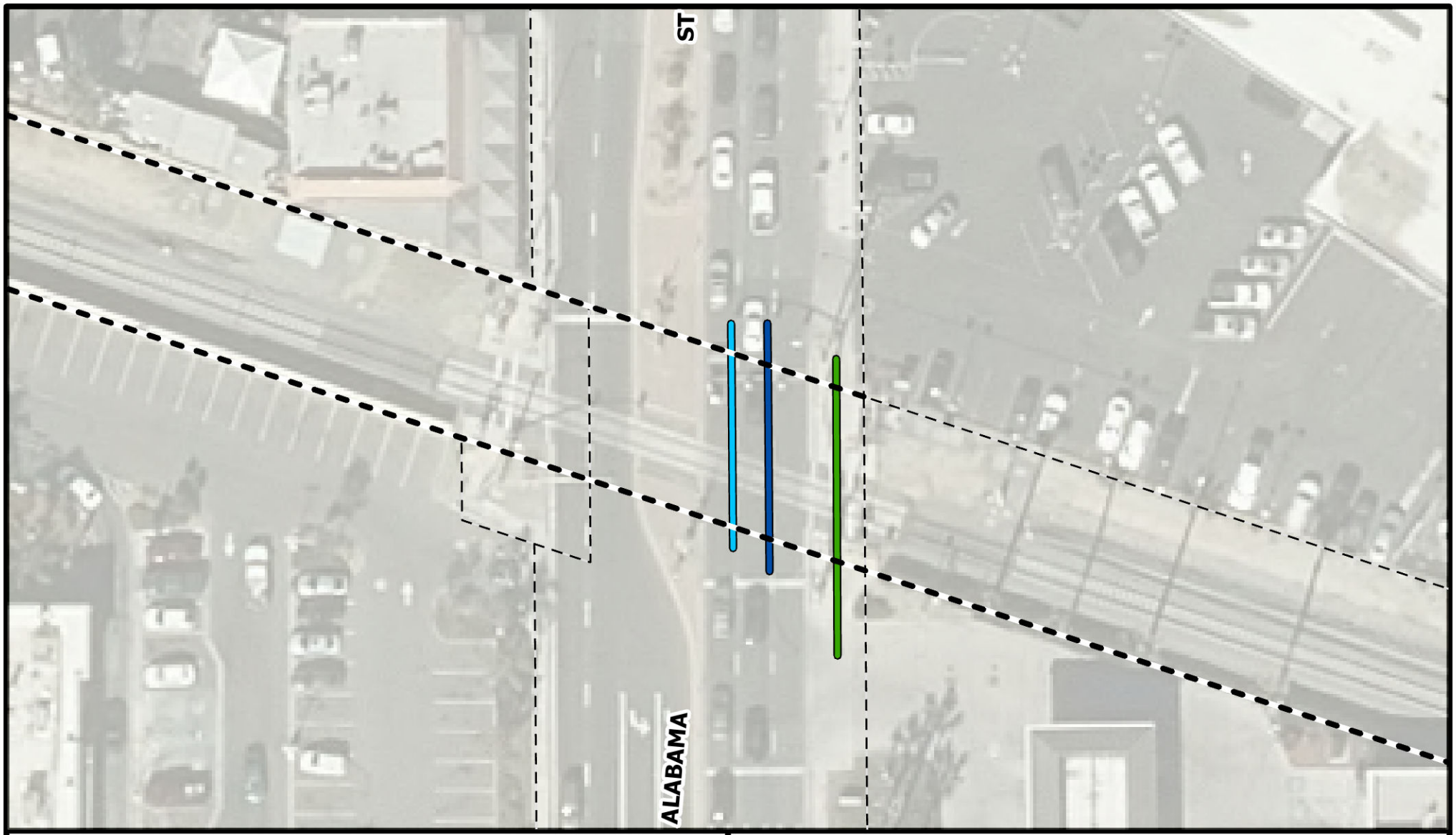
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-9" - Attachment 1 - Location 9

APN	Nearest Cross Street	City/Community
0169-371-03	Alabama Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
64.03	San Gabriel	Permit
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-10"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:
One (1) 8-inch, 0.25 inch thick, ductile iron pipe waterline within a 16-inch steel casing.

One (1) 12-inch, polyvinyl chloride pipe waterline within a 24-inch steel casing.

One (1) 8-inch, asbestos concrete waterline within a 16-inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossings, Two waterlines 16 feet west of and one waterline 25 feet east of Eureka Street.
Mile Post 65.36

Approximate Area: 1,200 square feet; 0.028 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area:
Two underground waterlines transverse crossing of SBCTA's San Gabriel Subdivision along the west side of Eureka Street, 40 feet in length and 10 feet in width.

An underground potable waterline transverse crossing of SBCTA's San Gabriel Subdivision along the east side of Eureka Street, 40 feet in length and 10 feet in width.

This SLE supersedes the following agreements:
Agreement/Contract Number RRND007392, License Agreement between Atchison, Topeka and Santa Fe Railway Company (SBCTA's predecessor in interest) and the City of Redlands, dated September 1, 1961.

Agreement/Contract Number RRND007603, License Agreement between SANBAG (SBCTA's predecessor in interest) and the City of Redlands, dated September 19, 1998.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License

Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

Exhibit "A-10"

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

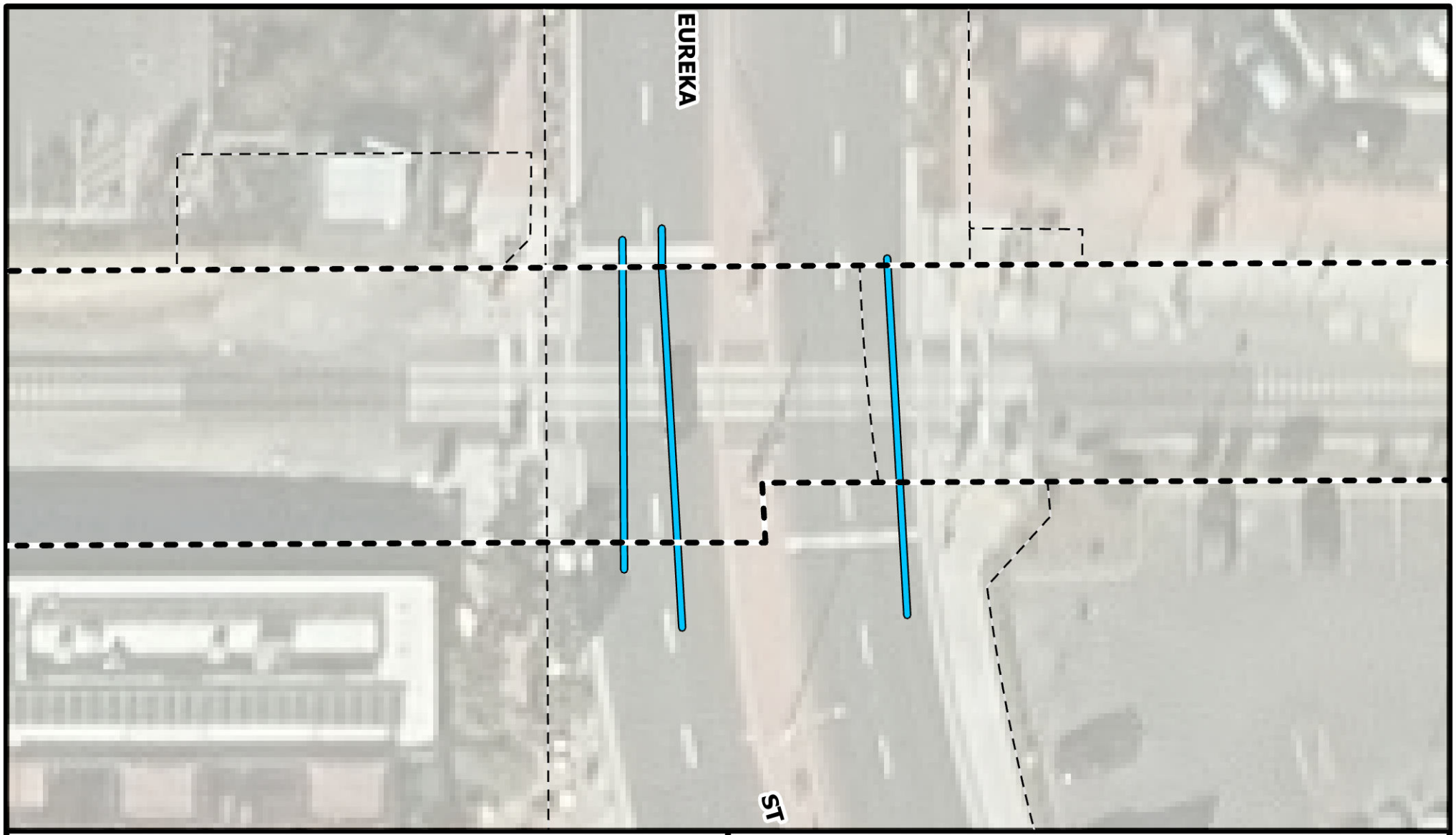
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-10" - Attachment 1 - Location 10

APN	Nearest Cross Street	City/Community
0169-281-72	Eureka Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
65.36	San Gabriel	Permit
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-11"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into as of the date executed by the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 12-inch, 0.28 inch thick, ductile iron pipe waterline within a 24 inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossing 22 feet east of Orange Street.
Mile Post 65.58

Approximate Area: 500 square feet; 0.011 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area: An underground potable waterline transverse crossing of SBCTA's San Gabriel Subdivision along the east side of Orange Street, 50 feet in length and 10 feet in width.

3. TERM.

The term of this License shall commence on the date this SLE is executed.

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name: Goutam K. Dobey
Address: 35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number: (909) 798-7584 Ext. 2
Email Address: gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-11" - Attachment 1 - Location 11

APN	Nearest Cross Street	City/Community
0169-212-13	Orange Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
65.58	San Gabriel	Permit
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-12"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into this _____ day of _____, 2024, by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 8-inch, 0.25 inch thick, ductile iron pipe waterline within a 16 inch steel casing.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossing 8 feet east of 7th Street.
Mile Post 65.36

Approximate Area: 500 square feet; 0.011 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area: An underground potable waterline transverse crossing of SBCTA's San Gabriel Subdivision along the east side of 7th Street, 50 feet in length and 10 feet in width.

3. TERM.

The term of this License shall commence on the "Commencement Date".

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name: Goutam K. Dobey
Address: 35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number: (909) 798-7584 Ext. 2
Email Address: gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA,

which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

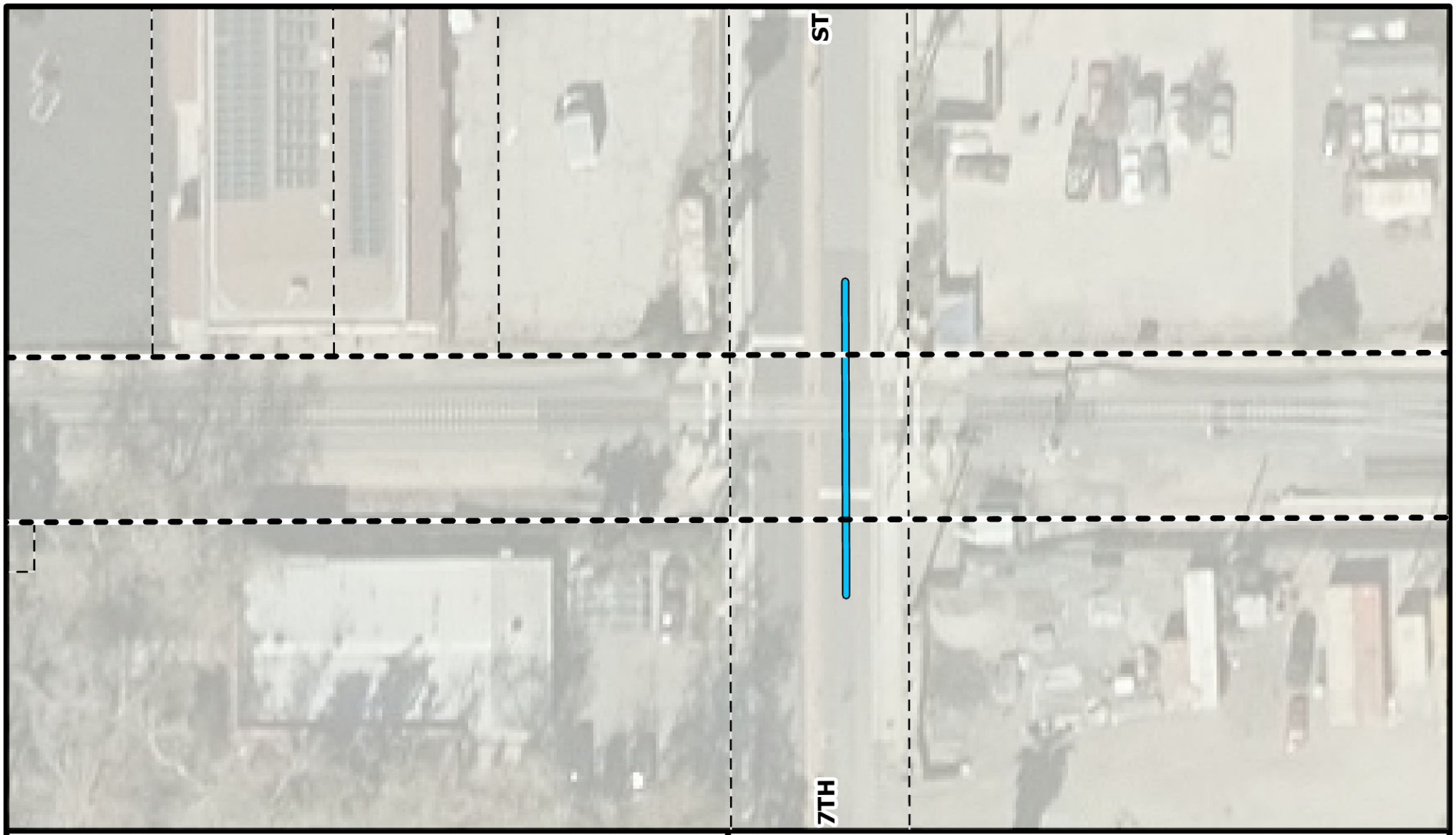
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-12" - Attachment 1 - Location 12

APN	Nearest Cross Street	City/Community
0169-313-28	7th Street	Redlands
SCRRA Mile Post	Branch/Line	Agreement Type
65.77	San Gabriel	Permit
Grade Type	Orientation	Contract Number
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Exhibit "A-13"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into this _____ day of _____, 2024, by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated November 21, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:
One (1) 8-inch, vitrified clay pipe sewer line within an 18-inch steel casing and under an 8 inch (min.) concrete blanket.

One (1) 8-inch, 0.25 inch thick, ductile iron pipe waterline within a 16-inch steel casing.

One (1) 60-inch, reinforced concrete pipe storm drain.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: San Gabriel

Address and/or Milepost Location:
Transverse crossing along centerline (sewer), 9 feet east (water), and 18 feet east (storm drain), of 9th Street.
Mile Post 65.89

Approximate Area: 1,500 square feet; 0.034 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area:
An underground sewer line transverse crossing of SBCTA's San Gabriel Subdivision along the centerline of 9th Street, 50 feet in length and 10 feet in width.

An underground waterline transverse crossing of SBCTA's San Gabriel Subdivision east of centerline of 9th Street, 50 feet in length and 10 feet in width.

An underground storm drain transverse crossing of SBCTA's San Gabriel Subdivision east of centerline of 9th Street, 50 feet in length and 10 feet in width.

3. TERM.

The term of this License shall commence on the "Commencement Date".

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name:	Goutam K. Dobey
Address:	35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number:	(909) 798-7584 Ext. 2
Email Address:	gdobey@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By:_____

Name:_____

Title:_____

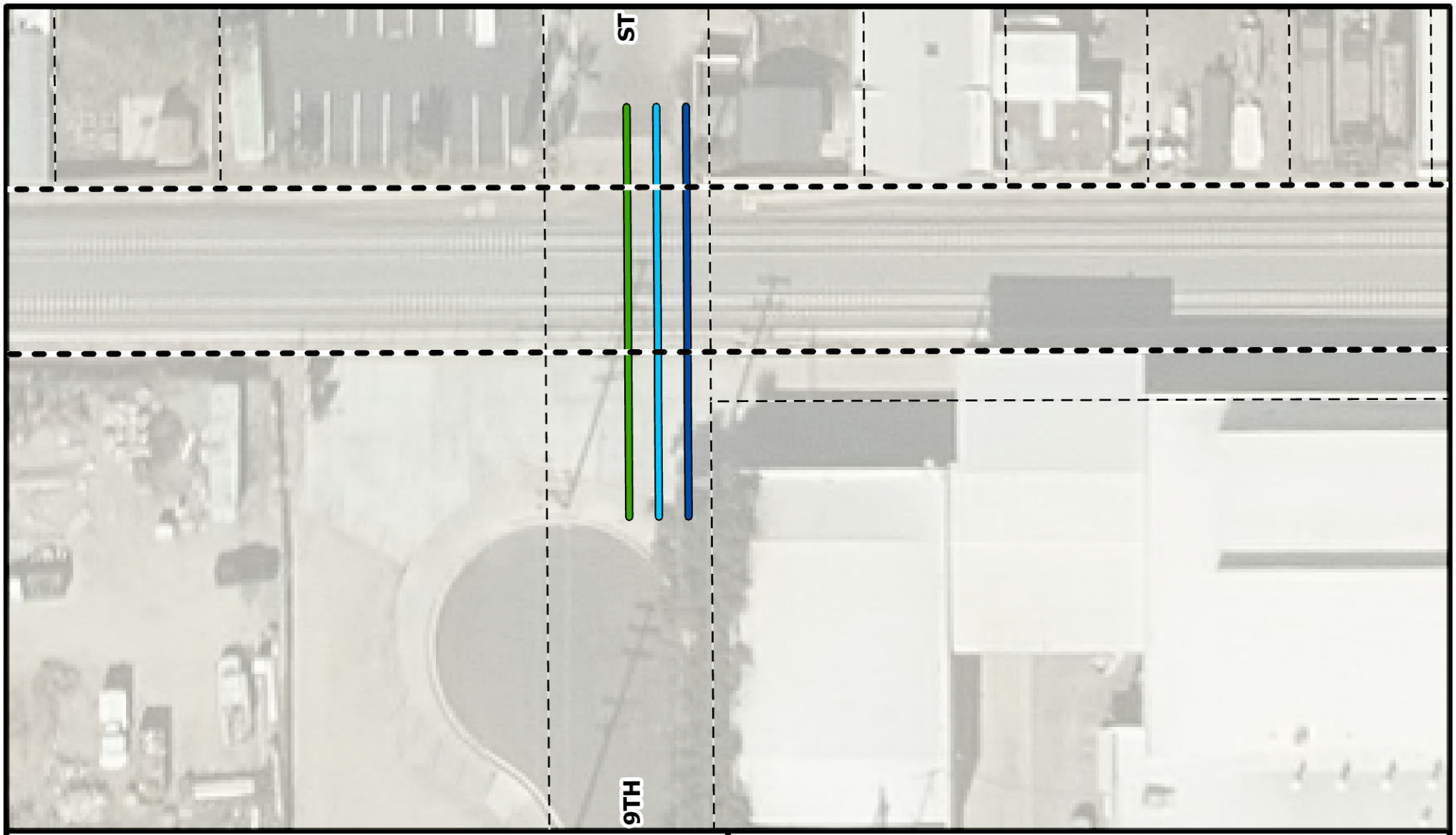
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____

Name:_____

Title:_____

Date:_____



Master License Agreement - City of Redlands
Exhibit "A-13" - Attachment 1 - Location 13

APN	Nearest Cross Street	City/Community
0169-321-34	9th Street	Redlands
SCRRA Mile Post	**Branch/Line**	**Agreement Type**
65.89	San Gabriel	License
Grade Type	**Orientation**	**Contract Number**
Underground	Transversal	23-1002930

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

- SBCTAROW
- Parcel Boundary
- Sewer
- Storm Drain
- Water

Attachment 3

Exhibit E

Control Master Ledger

Exhibit "E"

CITY OF REDLANDS MLA LICENSE AGREEMENT # 23-1002930 CONTROL MASTER LEDGER										
Utility Project/ Location No.	**SUPERCEDED CONTRACT NO.**	**Description of Facility**	**Facility Type**	**CITY**	**NEAREST STREET**	**SUBDIVISION**	**Original/SCRRA MILE POST**	**DIMENSIONS & AREA**	**ANNUAL ADMIN FEE****	**ANNUAL USE FEE*/ COMMENCE**
1	RRND007394	Potable Waterline	8" 10 Gauge DIP	Redlands	University St to Judson St	Redlands	9.76 to 10.40	3,240' (L) x 10' (W) 32,400 sq. ft.	$1,200	*/ 11/21/2023
2	 RRND007369 RRND007350	Non- Potable Water Non-Potable Water Sewer	12" DIP waterline in 24" steel casing 12" AC waterline in 20" steel casing 12" VCP sewer line in 24" steel casing	Redlands	California St	San Gabriel	63.02	50' (L) x 10' (W) 50' (L) x 10' (W) 50' (L) x 10' (W) 1,500 sq. ft.	$840	*/ SLE execution
3	RRND007747 15-1001305 21-1002608 RRND007352 RRND007390	Recycled Water Sewer Water	8" DIP waterline in 18" steel casing 24" VCP sewer line in 48" steel casing 16" steel waterline in 24" steel casing	Redlands	New York St	San Gabriel	64.82	100' (L) x 10' (W) 340' (L) x 10" (W) 102' (L) x 10' (W) 2,360 sq. ft.	$840	*/ SLE execution
4	RRND007738 15-1001186 21-1002511 RRND007388	Storm Drain Water	36" RCP storm drain in 60" steel casing & 18" RCP lateral collection lines 12" AC waterline in 20" steel casing	Redlands	Colton Ave	San Gabriel	64.21	7,150 sq. ft. 50' (L) x 10' (W) 7,650 sq. ft.	$840	*/ SLE execution
5	RRND007740 15-1001267 21-1002587	Water	16" DIP waterline in 36" steel casing	Redlands	6th St	San Gabriel	65.71	50' (L) x 10' (W) 500 sq. ft.	$840	*/ SLE execution
6	RRND007648	Water	8" DIP waterline in 16" steel casing	Redlands	University St	San Gabriel	66.48	100' (L) x 10' (W) 1,000 sq. ft.	n/a	*/ SLE execution
7	RRND007647	Storm Drain Water	66" RCP storm drain 12" DIP waterline in 24" steel casing	Redlands	Texas St	San Gabriel	65.07	100' (L) x 10' (W) 1,000 sq. ft.	$840	*/ SLE execution

Exhibit "E"

8	21-1002489 RRND007806	Non-Potable Water Recycled Water Sewer	12" CML&C waterline in steel casing 12" DIP waterline 2 – 12" PVC and 1 – 6" PVC sewer lines in concrete encasement	San Bernardino/ Redlands	Mountain View	San Gabriel	61.87	130' (L) x 10' (W) 130' (L) x 10' (W) 130' (L) x 10' (W) 3,900 sq. ft.	$840	*/ SLE execution
9	RRND007359 RRND007638	Sewer Storm Drain Water	8" VCP sewer line in 18" steel casing 39" RCP storm drain in 54" steel casing 12" DIP waterline in 24" steel casing	Redlands	Alabama St	San Gabriel	64.03	50' (L) x 10' (W) 50' (L) x 10' (W) 50' (L) x 10' (W) 1,500 sq. ft.	$840	*/ SLE execution
10	RRND007603 RRND007392	Water Water Water	8" DIP waterline in 16" steel casing 12" PVC waterline in 24" steel casing 8" AC waterline in 16" steel casing	Redlands	Eureka St	San Gabriel	65.36	40' (L) x 10' (W) 40' (L) x 22' (W) 1,280 sq. ft.	$840	*/ SLE execution
11		Water	12" DIP waterline in 24" steel casing	Redlands	Orange St	San Gabriel	65.58	50' (L) x 10' (W) 500 sq. ft.	$840	*/ SLE execution
12		Water	8" DIP waterline in 16" steel casing	Redlands	7th St	San Gabriel	65.77	50' (L) x 10' (W) 500 sq. ft.	$840	*/ SLE execution
13		Sewer Water Storm Drain	8" VCP sewer line in 18" steel casing 8" DIP waterline in 16" steel casing 60" RCP storm drain	Redlands	9th St	San Gabriel	65.89	50' (L) x 10' (W) 50' (L) x 10' (W) 50' (L) x 10' (W) 1,500 sq. ft.	$840	*/ SLE execution
								GRAND TOTAL	**$10,440**	**$0**

Notes:

* Annual Use Fees are exempt for this Master License pursuant to Policy 31602 IX.C.8 due to the licensee being an incorporated city within San Bernardino County.

** Administrative Fees by location is for illustrative purposes only and not specific to specific individual locations but rather based upon the total number of locations. Base Admin Fee is established by SBCTA Resolution 14-027 at $1,200 per location and a discount is provided for Master License Agreement Administrative Fees based upon the total number of locations per SBCTA Resolution 20-051.

SBCTA Contract No. 23-1002930

MASTER LICENSE AGREEMENT

BETWEEN

SBCTA

AND

CITY OF REDLANDS

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("MLA" or "License") is made and entered into as of the date executed by SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a county transportation authority pursuant to Public Utility Code §§130800 et seq. ("SBCTA") and, CITY OF REDLANDS ("Licensee"), upon and in consideration of the agreements, covenants, terms and conditions below.

PART I – BASIC MASTER LICENSE PROVISIONS

The Basic Master License Provisions provided in Part I and the Standard Master License Provisions set forth in Part II of this MLA, together with all Exhibits and Attachments referenced are incorporated into and made part of this MLA. In the event of conflict between Part I, individual SLEs, and Part II, or between Part I and any Exhibits or Attachments, Part I shall control. In the event of conflict between Part II and any Exhibits or Attachments, Part II shall control, except in the event of a conflict between Part II and Exhibit "D", in which case Exhibit "D" shall control. In the event of conflict between Exhibit "A", which is inclusive of each individual Specific License Exhibit, and Exhibit "E", Exhibit "A" shall control.

1. ***Parties***

SBCTA's Address:
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attn: Transit and Rail Programs
909-884-8276

Licensee's Address:
CITY OF REDLANDS
Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Point of Contact: Gerardo Nepomuceno
Telephone: 909-798-7584 extension 4
Email: gnepomuceno@cityofredlands.org

2. ***Recitals***

2.1 SBCTA. SBCTA is the owner in fee of certain properties located throughout San Bernardino County.

2.2 Licensee. LICENSEE wishes to enter certain of the properties owned by SBCTA in order to do the following: (1) maintain existing utilities and appurtenant facilities in, on, over, under or across such properties; and/or (2) install and maintain new utilities and appurtenant facilities in, on, over, under or across such properties.

2.3 Scope of License. The MLA will serve as an agreement permitting the LICENSEE to maintain existing utilities and appurtenant facilities and to install and maintain new utilities and appurtenant facilities and are preliminarily approved by SBCTA. A *Specific License Exhibit* ("SLE") has been developed and attached to this Master License Agreement, substantially in the form of Exhibit "A" attached hereto. Each SLE shall be subject to the terms of this Master License Agreement and shall become a part hereof. Each SLE shall be executed by the Licensee. No SLE provision shall be revised without the SBCTA's written permission, which shall be granted at the SBCTA's sole discretion. Each SLE shall be accompanied by the following attachments: Attachment No. 1 – Map, or Depiction of the Premises and Improvements, and Attachment No. 2 – Varying Insurance Requirements, if applicable, that may exceed or complement standard insurance provisions. SBCTA reserves the right to reject any proposed utility and appurtenant facilities in its sole and absolute discretion, or to request changes thereto prior to acceptance.

2.4 Consideration. This Master License Agreement is made in consideration of the terms, conditions and mutual covenants herein, the sufficiency of which are hereby acknowledged.

IN WITNESS WHEREOF, this License was duly executed by the LICENSEE and SBCTA on the dates below, and is effective as the date executed by SBCTA.

LICENSEE: CITY OF REDLANDS		SBCTA	
By:	Eddie Tejeda	By:	Dawn Rowe
Name:	Eddie Tejeda	Name:	Dawn M. Rowe
Title	Mayor	Title:	President, Board of Directors
Date:	11-21-2023	Date:	10-25-2023

ATTEST: Jeanne Donaldson
Jeanne Donaldson, City Clerk

PART II – STANDARD MASTER LICENSE PROVISIONS

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Exhibits:

Exhibit "A" Specific License Exhibit – *"SLE"*
- Attachment No. 1 – SLE: Map/Depiction of Premises
- Attachment No. 2 – SLE: Varying Insurance Requirements

Exhibit "B" Insurance Requirements
Exhibit "C" Permitted Hazardous Material
Exhibit "D" Additional Requirements
Exhibit "E" Control Master Ledger

PART II - STANDARD MASTER LICENSE PROVISIONS

1. GRANT AND SCOPE OF LICENSE

1.1. Grant of License. SBCTA hereby grants a non-exclusive, revocable license to LICENSEE in, on, over, under, across and along the real property of SBCTA in the location described in the Specific License Exhibit ("SLE"). The locations described in each SLE, the ("Premises"), are permitted for construction, installation, operation, alteration, maintenance, reconstruction and/or removal of the Improvements described in SLE, and any usual and necessary related appurtenances thereto (the "Improvements"), for the purposes described in the SLE, together with rights for access and entry onto the Premises as necessary or convenient for the use of the Improvements and for no other purpose. In connection with this grant of license, LICENSEE, its employees, agents, customers, visitors, invitees, licensees, consultants and contractors (collectively, "LICENSEE's Parties") subject to the provisions hereof, may have reasonable rights of entry and access onto adjoining real property of SBCTA if necessary for the use of the Improvements or the Premises, with the time and manner of such entry and access to be subject to SBCTA's prior written approval. The Premises, adjoining real property of SBCTA and personal property of SBCTA located thereon shall hereinafter collectively be referred to as "SBCTA Property." Notwithstanding the foregoing grant of license, a Right of Entry Permit is required in each instance where an activity requires Railroad Protective Liability in SBCTA's sole discretion.

1.2. Condition of Premises. LICENSEE acknowledges that it has inspected the Premises in its present condition, including without limitation, all existing environmental conditions. LICENSEE accepts the Premises "as is" as suitable for the purpose for which the Premises are licensed and assumes all risk with respect to all present conditions of the Premises, whether patent or latent, including, without limitation, all existing environmental conditions. Taking of possession by LICENSEE shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken.

1.3. Use. The Premises and the Improvements shall be used only for the purposes specified in the SLE and for such lawful purposes as may be directly incidental thereto, and no other purpose. No change shall be made by LICENSEE in the use of the Premises, the Improvements or the commodity or product being conveyed through the Improvements (if any) without SBCTA's prior written approval.

1.4. Non-exclusive and Revocable Nature of License. The License granted herein is not exclusive and SBCTA specifically reserves the right to grant other licenses within the Premises. LICENSEE agrees that notwithstanding the Improvements made by LICENSEE to the Premises or other sums expended by LICENSEE in furtherance of this License, the license granted herein is fully revocable by SBCTA in accordance with the terms of this License.

1.5. Easements. SBCTA reserves to itself the right, from time to time, to grant such easements, rights and dedications that SBCTA deems necessary or desirable, and to cause the recordation of parcel maps, easement agreements and covenants, conditions

and restrictions, so long as such easements, rights, dedications, maps and covenants, conditions and restrictions do not unreasonably interfere with the permitted use of the Premises by LICENSEE. LICENSEE shall sign any of the aforementioned documents upon request of SBCTA and failure to do so shall constitute a material breach of this License.

2. TERM, TERMINATION AND SURRENDER

2.1. Term of License. The term of this MLA shall commence on the "Commencement Date" specified in the SLE. This MLA shall continue in full force and effect on a month-to-month basis until the termination of all SLEs associated with this MLA, unless otherwise terminated earlier as provided herein. The term of this MLA as provided above is referred to as the "Term."

2.2. Termination.

2.2.1. Convenience. This MLA and each SLE shall continue in full force and effect on a month-to-month basis until terminated by either Party on thirty (30) days' prior written notice. The "Termination Date" shall be 30 days from the provisions of written notice of termination as set forth below, unless a specific termination date is provided in the notice. SBCTA may terminate this MLA, or any SLE subject to this MLA, on thirty (30) days' prior written notice, but SBCTA shall also return to LICENSEE, within thirty (30) days after termination, the pro-rata portion of any Annual Use fee paid by the LICENSEE for the portion of the agreed term that will not be used by LICENSEE.

2.2.2. Cause. SBCTA may terminate this MLA, or any SLE subject to this MLA, for cause in accordance with the provisions hereof, including, without limitation, Sections 24 (Abandonment), 7 (Default, Breach and Remedies) and 25.11 (Assignment). In addition, SBCTA shall have the right, at LICENSEE's expense, to terminate this License in accordance with the provisions of Section 7.2.1 upon discovery of any default set forth in Section 8.1(d).

2.2.3. Public Use. In addition to any and all other termination rights of SBCTA described herein, LICENSEE hereby expressly recognizes and agrees that the Premises are located on SBCTA property that may be developed for public projects and programs which may be implemented by SBCTA or other public agencies, such as, but not limited to: rail and bus transitways, bikeways, walkways, beautification projects, roadways, parking facilities, flood control and drainage facilities, and/or any other public or other governmental uses (collectively and individually "Public Use"); and that LICENSEE's use of the Premises under this MLA and each SLE is a temporary, interim use as to which LICENSEE has no right to nor expectation of use for any particular length of time that may be terminated by SBCTA by thirty (30) days written notice to LICENSEE as set forth in Section 2.2.1 above. Accordingly, as a condition to entering into this MLA, LICENSEE expressly acknowledges and agrees that:

(a) SBCTA may terminate this License as set forth above for any Public Use, to be determined in the sole and absolute discretion of SBCTA's Executive Director, or designee;

(b) LICENSEE shall **NOT** object to, oppose, or protest at any approval proceeding, nor file suit to prevent or delay, any Public Use when planned, proposed or implemented on or adjacent to the Premises;

(c) If SBCTA's Executive Director, or designee, at any time, or from time to time, determines in his or her sole and absolute discretion, that there is a need for the Premises or any adjoining property for a Public Use and such Public Use requires relocation or removal of the Improvements, LICENSEE shall reconstruct, alter, modify, relocate or remove its Improvements, as directed by SBCTA or any parties having operating rights over the Premises, at LICENSEE's sole cost and expense, within thirty (30) days after written notice from SBCTA; and

(d) LICENSEE expressly assumes all risk of any future Public Use as determined by SBCTA and in the event SBCTA terminates this License and requires LICENSEE to vacate the Premises for any Public Use, LICENSEE shall not, as a result of such termination and vacation of the Premises, be entitled to receive any:

(i) relocation assistance, moving expenses, goodwill or other payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §4601 et seq. and/or the California Relocation Assistance Law, as amended, California Government Code §7260 et seq; and

(ii) compensation under any eminent domain or inverse condemnation law.

2.2.4. Penalty: If LICENSEE fails to terminate use of the Premises and/or restore the Premises as required in Item 2.3 below, on or before the Termination Date, then, in addition to any and all other remedies available to SBCTA under the terms of this MLA or at law or equity, LICENSEE shall pay a Penalty equal to twice the Annual Use Fee in effect on the day prior to the Termination Date, plus twice any Additional Use Fee, calculated and payable on a monthly basis, for the number of months (partial months counting as whole months) from the Termination Date to the date that LICENSEE has terminated use and restored the Premises to the required condition. In the event that any Additional Use Fee is set as a percentage of revenues, or on some other variable basis, it shall be calculated based on the average for the prior twelve-month period or if in effect less than one year, the monthly average from the effective date to the day prior to the Termination Date.

2.3. Termination of Use and Restoration of Premises. Upon the Termination Date, unless otherwise requested in writing by SBCTA prior to the Termination Date, LICENSEE, at its own cost and expense, shall immediately remove all alterations, additions and Improvements made by LICENSEE to the Premises and restore the SBCTA Property as nearly as possible to the same state and condition as existed prior to the construction, reconstruction or installation of said Improvements. Should LICENSEE fail to comply with the requirements of the preceding sentence, SBCTA may at its option (i) perform the same at LICENSEE's expense (including costs, interest, and fees), which LICENSEE agrees to pay to SBCTA, on demand, or (ii) assume title and ownership of said Improvements. No termination hereof shall release LICENSEE from any liability

or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Improvements are removed and the SBCTA Property is restored.

3. PAYMENTS

3.1. Fees. As consideration for the rights herein granted, LICENSEE agrees to pay to SBCTA the Administration and Use Fees specified in each SLE, adjusted as set forth in Section 3.2.

3.1.1. Administration Fee. The Administration Fee set forth in each SLE shall be due and payable annually in advance prior to each anniversary of the Commencement Date of this MLA.

3.1.2. Annual Use Fee. The first Annual Use Fee noted each SLE shall be due and payable upon LICENSEE's execution of said SLE. The Annual Use Fee amount, as such fee may be adjusted pursuant to the provisions of Section 3.2, shall be due and payable, without demand, annually in advance on or before the anniversary month of the Commencement Date of the MLA for the convenience of both Parties, without affecting the Term of this License as specified in Section 2.1 of the Basic Master License Provisions.

3.1.3. Application Fee. LICENSEE agrees to pay a processing/application fee, per SBCTA's current policy, when applying for the installation of a new facility. The Application fee shall be submitted concurrently with the Application Form for the new SLE.

3.1.4. Additional Use Fee. If additional use fees are indicated on an SLE, the fee noted therein shall be due and payable upon execution of said SLE by LICENSEE.

3.2. Use Fee Adjustment.

3.2.1. Annual CPI Adjustment. The Annual Use Fee shall be increased, but not decreased, as provided below on the first day of each month during which an annual anniversary of the Commencement Date (the "Adjustment Date"). If no adjustment is made at the annual anniversary date, an adjustment may nevertheless be made at a subsequent date and thereafter at not less than annual intervals. The adjusted Annual Use Fee as of each Adjustment Date shall be the greater of the Annual Use Fee on the day preceding that Adjustment Date or that amount multiplied by a fraction, the numerator of which is the latest CPI figure as of the month that is three (3) months prior to the month during which the particular Adjustment Date occurs and the denominator of which is the latest CPI figure as of the month that is three (3) months prior to the month containing the prior Adjustment Date or, if there has been no prior Adjustment, three (3) months prior to the first day of the anniversary month of the Commencement Date. As used in this section, the "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, Riverside - San Bernardino - Ontario, all items, not seasonally adjusted (DECEMBER 2017 = 100), published by the U.S. Department of Labor, Bureau of Labor Statistics (Bureau) under the Series Id: CWURS49CSA0, or if such index is no longer published,

the U.S. Department of Labor's most comprehensive official index then in use that most nearly corresponds to the index named above. If it is calculated from a base different from the base period DECEMBER 2017 = 100, figures used for calculating the adjustment shall first be converted to the base period used under a formula supplied by the Bureau. If a comparable index shall no longer be published by the U.S. Department of Labor, another index generally recognized as authoritative shall be substituted by SBCTA.

3.2.2. Fair Market Adjustment. At intervals of not less than three (3) years, the Annual Use Fee (as such fee may be adjusted by Section 3.2.1, above) payable under this Section 3 shall be increased, but not decreased, in order to adjust the fee to the then fair market rental value of the Premises as determined by SBCTA in good faith. Such increases shall be effective as of thirty (30) days after written notice from SBCTA to LICENSEE of such adjustment, or the date specified in such written notice, whichever is later. If no adjustment is made at any three (3) year interval, an adjustment may nevertheless be made on any subsequent date and thereafter at intervals of not less than three (3) years apart.

3.3. Late Charge. LICENSEE acknowledges that late payment by LICENSEE of any payment owed to SBCTA under this License will cause SBCTA to incur costs not contemplated by this License, the exact amount of such costs being extremely difficult and impracticable to determine. Therefore, if any payment due from LICENSEE is not received by SBCTA within five (5) days of when due, LICENSEE shall pay to SBCTA an additional sum of ten percent (10%) of the overdue payment as a late charge, up to a maximum amount of $500 for each late payment. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that SBCTA will incur by reason of a late payment by LICENSEE. Acceptance of any late payment charge shall not constitute a waiver of LICENSEE's default with respect to the overdue payment, nor prevent SBCTA from exercising any of the other rights and remedies available to SBCTA under this License, at law or in equity. In addition, any payment not made within 15 days of when due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest legally allowable rate, whichever is lower, until paid in full.

4. TAXES

LICENSEE shall be liable for and agrees to pay promptly and prior to delinquency, any applicable tax or assessment, including but not limited to any possessory interest tax as described in California Revenue and Taxation Code Section 107, levied by any governmental authority: (a) against the Improvements, the Premises and/or any

personal property, fixtures or equipment located on or placed on the Premises, whether owned by LICENSEE or any person or entity acting for or at the request of LICENSEE; or (b) as a result of the LICENSEE's or the Improvements' operations.

5. LIENS

LICENSEE will fully and promptly pay for all materials joined or affixed to the Improvements or Premises, and fully and promptly pay all persons who perform labor upon said Improvements or Premises. LICENSEE shall not suffer or permit to be filed or enforced against the Premises or the

Improvements, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance, Work, activities, or operations of LICENSEE, or out of any other claim or demand of any kind. The term "Work" under this MLA means any construction, reconstruction, installation, restoration, alteration, repair, replacement, or removal, other than normal maintenance. LICENSEE shall provide SBCTA with immediate written notice of any such liens, claims, demands, or stop notices that are placed against the Premises or the Improvements. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by SBCTA with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend SBCTA from any and all such obligations and claims, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of SBCTA. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to SBCTA in compliance with applicable California law. If LICENSEE does not discharge any mechanic's lien or stop notice for works performed for LICENSEE, SBCTA shall have the right to discharge same (including by paying the claimant) and LICENSEE shall reimburse SBCTA for the cost of such discharge, as well as any associated costs and fees, within ten (10) business days after billing. In such circumstances, LICENSEE shall pay an additional fee to SBCTA of twenty five percent (25%) of the costs of the discharge of the lien or stop notice in order to cover SBCTA's administrative costs. SBCTA reserves the right at any time to post and maintain on the Premises such notices as may be necessary to protect SBCTA against liability for all such liens and claims. The provisions of this section shall survive the termination of this MLA.

6. ASSUMPTION OF RISK AND WAIVER

To the maximum extent allowed by law, LICENSEE assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Improvements, the SBCTA Property and any other property of, or under the control or custody of, LICENSEE, which is on or near the Premises. LICENSEE's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvement on the SBCTA Property, accident or fire or other casualty on the SBCTA Property, and electrical discharge, noise or vibration resulting from SBCTA's transit operations on or near the SBCTA Property. The term "SBCTA" as used in this section shall include: (i) any transit or rail-related company validly operating upon or over SBCTA's tracks or other property, and (ii) any other persons or companies employed, retained or engaged by SBCTA. LICENSEE, on behalf of itself and its officers, directors, affiliates, employees, agents, independent contractors and subcontractors and anyone directly or indirectly employed by LICENSEE or for whose acts LICENSEE is liable (collectively, "Personnel"), as a material part of the consideration for this License, hereby waives all claims and demands against SBCTA for any such loss, damage or injury of LICENSEE and/or its Personnel. **In that connection, LICENSEE expressly waives the benefit of California Civil Code Section 1542, which provides as follows:**

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

The provisions of this section shall survive the termination of this License.

7. DEFAULT, BREACH AND REMEDIES

7.1. Licensee Default. LICENSEE shall be deemed to have breached and be in default under this License when any of the following occurs:

(a) LICENSEE shall fail to make any payment or any reimbursement to SBCTA required herein when due;

(b) LICENSEE shall vacate all or a substantial portion of the Premises, whether or not LICENSEE is in default of the payment or other charges due under this License;

(c) LICENSEE shall fail to comply with any other term, provision or covenant of this License, and shall not cure such failure within thirty (30) days after written notice thereof to LICENSEE; or

(d) LICENSEE shall create or maintain, or allow any other person or entity to create or maintain, any public nuisance or any condition that fails to comply with any applicable federal, state, SBCTA or rail operator specifications or safety regulations or that presents a danger to public safety or a safety hazard to any operations, personnel, passengers or property of SBCTA or any rail carrier operating upon the affected rail line(s) on the Premises or SBCTA's adjacent right of way.

7.2. SBCTA's Remedies.

7.2.1. Termination. Upon the occurrence of LICENSEE's default and breach, SBCTA shall have the right, upon reasonable notice or demand, to terminate this License, and at any time thereafter to recover possession of the Premises or any part thereof and expel and remove therefrom LICENSEE and any other person occupying the same, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that SBCTA may have under this License, at law or equity by reason of LICENSEE's default or of such termination.

7.2.2. Corrective Measures. Should LICENSEE default on, breach, or fail to keep, observe or perform any agreement, covenant, term or condition on its part herein contained, then, in addition to any other available rights and remedies, SBCTA at its option may perform any corrective measures deemed by SBCTA in its sole and absolute discretion to be necessary or appropriate to protect public health or safety or SBCTA's legitimate governmental or proprietary interests or the interests of its railroad operators, at LICENSEE's expense (including fees, costs and interest) which LICENSEE agrees to pay to SBCTA upon demand.

7.2.3. Costs. If SBCTA incurs any cost or expense occasioned by the default of LICENSEE (including but not limited to attorneys' fees and costs), then SBCTA shall be entitled to receive such costs together with interest on all funds SBCTA expends at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is lower, including without limitation: brokers' fees incurred by SBCTA in connection with relicensing the whole or any part of the Premises; the costs of removing and storing LICENSEE's or other occupant's property; the costs of repairing, altering,

and/or otherwise restoring the Premises to a safe and suitable condition, useable and acceptable to SBCTA, rail operators and future licensees; and all reasonable expenses incurred by SBCTA in enforcing or defending SBCTA's rights and remedies, including reasonable attorneys' fees whether or not suit is actually filed.

7.2.4. Remedies Cumulative. All rights, privileges and remedies of the parties are cumulative and not alternative or exclusive to the extent permitted by law except as otherwise provided herein.

7.3. SBCTA Default and Licensee's Remedies. SBCTA shall not be in default under this License unless SBCTA fails to perform obligations required of SBCTA within sixty (60) days after written notice is delivered by LICENSEE to SBCTA specifying the obligation which SBCTA has failed to perform; provided, however, that if the nature of SBCTA's obligation is such that more than sixty (60) days are required for performance, then SBCTA shall not be in default if SBCTA commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. LICENSEE's exclusive remedies shall be an action for specific performance.

8. INDEMNIFICATION

8.1. LICENSEE, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to SBCTA), and hold harmless SBCTA in all its capacities, and its members, commissioners, officers, directors, employees, agents, consultants, contractors, partners, affiliated entities, subsidiaries, permittees, licensees, successors and assigns (individually and collectively, "Indemnitees"), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions to act of the LICENSEE or its Personnel (as defined in Section 6, Assumption of Risk and Waiver) or invitees of LICENSEE in connection with the SBCTA Property or the presence upon or performance of activities by LICENSEE or its Personnel with respect to the SBCTA Property, (ii) bodily injury to or death of any person (including employees of Indemnitees) or damage to or loss of use of property resulting from such acts or omissions of LICENSEE or its Personnel, or (iii) non-performance or breach by LICENSEE or its Personnel of any term or condition of this License, in each case whether occurring during the Term of this License or thereafter.

8.2. The LICENSEE acknowledges that any construction allowed on the Premises pursuant to this License is not being performed for SBCTA's benefit or on SBCTA's account and that this is an agreement allowing LICENSEE and/or its contractor(s) to enter upon SBCTA's Property as an accommodation within the meaning of California Civil Code Section 2782.1. Therefore, the foregoing indemnity shall be effective regardless of any negligence (whether active, passive, gross, derivative, sole, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees, and is in addition to any other rights or remedies

which Indemnitees may have under the law or under this License. Upon request of SBCTA, LICENSEE shall provide insurance coverage for possible claims or losses covered by the indemnification and defense provisions of this License.

8.3. Claims against the Indemnitees by LICENSEE or its Personnel shall not limit the LICENSEE's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for LICENSEE or its Personnel under workers' compensation, disability benefits or other employee benefits laws or insurance.

8.4. The indemnification and defense obligations of LICENSEE set forth in this section shall survive the termination of this License.

9. INSURANCE

9.1. SBCTA's Insurance. SBCTA may maintain insurance covering the Premises and SBCTA's ownership and operation thereof in such types and amounts as it deems necessary in its sole discretion. Such insurance shall be for the sole benefit of SBCTA and under its sole control. LICENSEE's insurance policies shall provide primary coverage to SBCTA; when any such policy issued to SBCTA provides duplicate coverage or is similar in coverage, SBCTA's policy will be excess over LICENSEE's policies.

9.1.1. Licensee's Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect during the Term of this License insurance as required by SBCTA in the amounts and coverages specified and issued by insurance companies as described in, and meeting all other requirements set forth in, Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or any Work to be performed on the Premises. Prior to (i) entering the Premises or (ii) performing any Work or maintenance on the Premises, LICENSEE shall furnish SBCTA with insurance endorsements and/or certificates evidencing the existence, amounts and coverages of the insurance required to be maintained hereunder. SBCTA shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by LICENSEE under this License. Self-insurance is not permitted. However, SBCTA may, in its sole and absolute discretion, permit self-insurance on a case by case, coverage by coverage basis where the LICENSEE has documented, to SBCTA's sole satisfaction, sufficient available assets and/or available funds and sufficient legal security in those assets to assure SBCTA that its risk is not greater than it would have been with acceptable insurance coverage, and otherwise meeting SBCTA's self-insurance requirements. The privilege to self-insure with respect to any coverage required to be maintained hereunder may be granted or revoked by SBCTA at its sole and absolute discretion at any time. Upon revocation of self-insurance privilege, LICENSEE shall immediately provide all required insurances.

9.2 Increases to Insurance. If any increase in the fire and extended coverage insurance premiums paid by SBCTA is caused by LICENSEE's use and occupancy of the Premises, or if LICENSEE vacates the Premises and causes any increase in such premiums, then LICENSEE shall pay as an additional fee the amount of such increase to SBCTA, and, upon demand by SBCTA, the amount required to correct at LICENSEE's expense the cause of such disallowance, penalty or surcharge to the satisfaction of the particular insurance authority.

10. MAINTENANCE AND REPAIR

LICENSEE, at LICENSEE's sole expense, shall during the Term of this License maintain the Improvements in a first-class condition, shall maintain the Premises in a good condition, free from weeds, litter, debris, refuse or other nuisance, and shall perform all maintenance and clean-up of the Premises and the Improvements as necessary to keep the Premises and the Improvements in good order and condition to SBCTA's sole satisfaction. If any portion of the SBCTA Property, including improvements or fixtures, suffers damage by reason of the access to or use of the Premises by LICENSEE or LICENSEE's employees, agents, customers, invitees, licensees, consultants, and contractors (collectively, "LICENSEE's Parties"), including but not limited to damage arising from any tests or investigations conducted upon the Premises, LICENSEE shall, at its own cost and expense, immediately repair all such damage and restore the SBCTA Property to as good a condition as before such cause of damage occurred. Repair of damage shall include, without limitation, re-grading and resurfacing of any holes, ditches, indentations, mounds or other inclines created by any excavation by LICENSEE or LICENSEE's Parties. LICENSEE shall not perform any maintenance on railroad tracks and facilities without express prior written approval of and direction from SBCTA or the railroads with valid operating authority over SBCTA's lines and compliance with all applicable standards, specifications and safety requirements in each instance.

11. ALTERATIONS AND CONSTRUCTION

Except as otherwise provided herein, LICENSEE shall make no alterations, additions or Improvements to the Premises without obtaining the prior written consent of SBCTA in each instance. Any work performed or caused to be performed by LICENSEE on the Improvements or the Premises shall be performed: (a) at LICENSEE's sole cost and expense; (b) in accordance with any and all applicable permit requirements, laws, rules, regulations and safety requirements (including SBCTA's rules and regulations); and (c) in a manner which is (i) equal to or greater than the then applicable standards of the industry for such work, and (ii) satisfactory to SBCTA. LICENSEE shall submit written notice and work plans to SBCTA for review and approval at least thirty (30) days prior to commencement of any work on the Premises. Any such work must be carried out pursuant to the work plans approved in writing by SBCTA and in compliance with any and all SBCTA rules, regulations and other requirements. SBCTA shall have the right at any time and from time to time to post and maintain notices of non-responsibility. Unless otherwise requested by SBCTA, upon completion of any work, LICENSEE shall restore the SBCTA Property to its condition immediately preceding the commencement of such work.

12. CONTRACTORS; APPROVAL AND INSURANCE

Any contractors of LICENSEE performing Work on the Improvements or the Premises shall first be approved in writing by SBCTA and acquire all required right of entry permits and authorizations from SBCTA and any rail operator utilizing affected or adjacent railroad tracks. With respect to such Work, LICENSEE shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of such Work, insurance, as required by SBCTA, in the amounts and coverage specified on and issued by insurance companies as described in Exhibit "B". Additionally, LICENSEE shall cause any and all of its contractors and subcontractors which may (i) be involved with such Work, or (ii) may, for any reason, need to enter onto the Premises, to obtain and maintain in full force and effect during the Term of this License, or throughout the term of such Work (as applicable), insurance, as required by SBCTA, in the amounts and coverage specified on, and issued by insurance companies as described in Exhibit "B". SBCTA reserves the right, throughout the Term of this License, to review and change the amount and type of insurance coverage it requires in connection with this License or the Work to be performed on the Premises.

13. REIMBURSEMENT

LICENSEE agrees to reimburse SBCTA for all reasonable costs and expenses that SBCTA incurs in connection with Work on or maintenance of the Premises or the Improvements, including, but not limited to, costs incurred by SBCTA in furnishing any materials or performing any labor, reviewing LICENSEE's Work plans and inspecting any Work, installing or removing protection beneath or along SBCTA's tracks, furnishing of watchmen, flagmen and inspectors as SBCTA deems necessary and such other items or acts as SBCTA in its sole discretion deems necessary to monitor or aid in compliance with this License, protect the safety of, and railway operations upon, its tracks and right-of-way, and to otherwise protect its interests. The costs and expenses addressed in this Section 13 shall include all costs that SBCTA incurs in complying with the work or maintenance requirements of the railroads with valid operating authority over SBCTA's lines.

14. LANDSCAPING

If required by SBCTA, then LICENSEE, at its sole cost and expense, shall install barrier landscaping to shield the Improvements from public view. SBCTA shall have the right to review and approve landscaping plans prior to installation. All landscaping activities shall be done in accordance with the provisions of Section 11 above (Alterations and Construction).

15. MARKERS

Except as modified by any additional provisions attached at Exhibit "D", project markers in form and size satisfactory to SBCTA, identifying the Improvements and their owner(s), shall be installed and constantly maintained by and at the expense of LICENSEE at such locations as SBCTA shall designate. Such markers shall be relocated or removed upon request of SBCTA without expense to SBCTA. Absence of markers in or about SBCTA Property does not constitute a warranty by SBCTA of the absence of subsurface installations.

16. COMPLIANCE WITH LAWS

LICENSEE shall comply with all applicable federal, state and local laws, regulations, rules and orders in its Work on, or maintenance, inspection, testing or use of, the SBCTA Property, and shall furnish satisfactory evidence of such compliance promptly upon request of SBCTA. LICENSEE shall obtain all required permits or leases required by any governmental authority for its use of the Premises, at its sole cost and expense. LICENSEE shall comply with all SBCTA policies, rules and regulations applicable to its properties. Subject to SBCTA's approval, LICENSEE shall at its own cost and expense install and construct all physical improvements to or needed to serve the Premises that are required by any federal, state or local building code or other law or regulation applicable to the Premises, or that are made necessary by the nature of LICENSEE's use of the Premises. LICENSEE shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Premises, all at LICENSEE's sole expense.

17. SBCTA'S RIGHT OF ACCESS

17.1. Inspections. SBCTA shall have the right at any time (upon provision of reasonable notice of inspection to LICENSEE) or in case of emergency (without notice), to inspect the Premises in order to protect SBCTA's interests therein and to monitor compliance with this License, including compliance with applicable federal, state and local laws, regulations, rules and orders. Failure to submit to or cooperate with any inspection may result in termination of the License.

17.2. Tests. If, in SBCTA's sole judgment, any installation on, or use or condition of the Premises may have an adverse effect on the Premises or SBCTA Property, adjacent property or SBCTA's operations, SBCTA shall be permitted to conduct any tests or assessments, including but not limited to environmental assessments, of, on or about the Premises, as it determines to be necessary or useful to evaluate the condition of the Premises. LICENSEE shall cooperate with SBCTA in any tests or inspections deemed necessary by SBCTA.

17.3. Costs. LICENSEE shall pay or reimburse SBCTA, as appropriate, for all reasonable costs and expenses incurred due to tests, inspections or any necessary corrective Work, maintenance and inspections thereafter. SBCTA may establish an inspection fee, which may be changed from time to time, as part of an inspection program. The user shall pay such fee for each such inspection. Failure to pay the fee may result in termination of the License.

17.4. Sale or Lease of Premises. SBCTA may at any time place on or about the Premises (including the Improvements) any ordinary "for sale" and "for lease" signs. LICENSEE shall also permit SBCTA and its agents, upon request, to enter the Premises or any part thereof, at reasonable times during normal business hours, to show the Premises to prospective tenants, purchasers or mortgagees.

18. ENVIRONMENTAL ASSESSMENT

Upon execution of this License, SBCTA may, in its sole discretion and if applicable, require LICENSEE to retain a duly licensed environmental consultant acceptable to SBCTA who shall perform an environmental assessment of the Premises and LICENSEE's and LICENSEE's Parties' business activities and prepare a report on LICENSEE's and/or LICENSEE's Parties' compliance with the provisions of this section. SBCTA may require LICENSEE to cause a similar environmental assessment to be conducted on an annual basis, and/or upon or within one (1) year after the expiration or earlier termination of this License, the cost of which shall be the sole responsibility of LICENSEE. LICENSEE shall provide a copy of the report or reports from the consultant(s) promptly to SBCTA upon receipt, and upon request shall promptly provide to SBCTA a copy of all data, documents and other information prepared or gathered in connection therewith.

19. HAZARDOUS/TOXIC MATERIAL USE AND INDEMNITY

19.1. LICENSEE shall operate and maintain the Premises in compliance with all Environmental Laws, and shall not cause or permit the Premises to be in violation of any Environmental Law which is now or may hereafter become applicable to LICENSEE or the Premises. As used herein, "Environmental Law(s)" means any federal, state or local environmental, health and/or safety-related law, regulation, standard, decision of a court, permit or permit conditions, currently existing or as amended or adopted in the future. Except for any Hazardous Material expressly approved by SBCTA in writing as shown on Exhibit "C", LICENSEE shall not cause or permit, or allow any of LICENSEE's Parties to cause or permit, any Hazardous Material to be brought upon, stored, used, generated, treated or disposed of on or about the SBCTA Property. Any Hazardous Material on the site shall be stored, used, generated and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Material" means any chemical, substance or material, including any mixture or solution, which by virtue of its properties or effects is potentially harmful to health, safety or property, or which is now or becomes in the future listed, defined or regulated in any manner under any Environmental Law as a hazardous or dangerous material or substance.

19.2. LICENSEE shall indemnify, defend (by counsel acceptable to SBCTA) and hold harmless the Indemnitees (as defined in Section 8, Indemnification) from and against all loss, liability, claim, damage, cost or expense (including without limitation, any fines, penalties, judgments, litigation expenses, attorneys' fees, and consulting, engineering, and construction fees and expenses) incurred by Indemnitees as a result of (a) LICENSEE's breach of any prohibition or provision of this section, or (b) any release of Hazardous Material upon or from the Improvements or the Premises or contamination of the SBCTA Property which (i) occurs due to the use and occupancy of the Improvements or the Premises by LICENSEE or LICENSEE's Parties, or (ii) is made worse due to the act or failure to act of LICENSEE or LICENSEE's Parties.

19.3. The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurring or comparative) on the part of Indemnitees, unless caused solely by the gross negligence or willful misconduct of Indemnitees;

shall survive expiration or termination of this License; and is in addition to any other rights or remedies which Indemnitees may have under the law or under this License.

19.4. In addition, in the event of any release on or contamination of the Premises, LICENSEE, at its sole expense, shall promptly take all actions necessary to clean up the affected property (including the SBCTA Property and all affected adjacent property – whether or not owned by SBCTA) and to return the affected property to the condition existing prior to such release or contamination, to the satisfaction of SBCTA and any governmental authorities having jurisdiction.

20. UNDERGROUND STORAGE TANKS

20.1. NEITHER LICENSEE NOR LICENSEE'S PARTIES SHALL INSTALL OR USE ANY UNDERGROUND STORAGE TANKS ON THE PREMISES UNLESS SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY SBCTA, WHICH APPROVAL MAY BE WITHHELD IN SBCTA'S SOLE DISCRETION.

20.2. At SBCTA's option, upon the termination of this License at any time and for any reason, LICENSEE shall, prior to the effective date of such termination, remove and close all underground storage tanks and related equipment and clean up and remove all Hazardous Material in, on, under and about the Premises, in accordance with the requirements of all Environmental Laws and to the satisfaction of SBCTA and any governmental authorities having jurisdiction thereover, and deliver to SBCTA a copy of a certificate of closure issued for such tanks by the appropriate governmental authority.

21. CONDEMNATION

In the event all or any portion of the Premises shall be taken or condemned for public use by another governmental agency or any other party having the power of eminent domain (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking and damage to the Improvements. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to SBCTA.

22. BROKER'S FEES

LICENSEE represents and warrants that it has dealt with no broker, agent or other third party in connection with this transaction and LICENSEE agrees to indemnify and hold SBCTA harmless from and against any claims by any broker, agent or other party claiming a commission or other form of compensation by virtue of having dealt with LICENSEE with regard to obtaining this License.

23. SUBORDINATE RIGHTS

This License is subject and subordinate to the prior and continuing rights and obligation of SBCTA, its successors and assigns, to use the SBCTA Property in the exercise of its powers and in the performance of its duties, including those as a public transportation body, and to all Bonds, and their respective indentures, issued by SBCTA in any of its capacities and/or by any of its affiliated entities now in place or hereafter issued. Accordingly, there is reserved and retained

unto SBCTA, its successors, assigns and permittees, the right to construct, reconstruct, operate, maintain, use and/or relocate existing and future rail tracks, facilities and appurtenances and existing and future transportation, communication, pipeline and other facilities and appurtenances in, upon, over, under, across and along the SBCTA Property or any portion thereof, and in connection therewith the right to grant and convey to others, rights and interests to the SBCTA Property or the Premises and in the vicinity of the Improvements, regardless of any effect or impact on the Improvements. LICENSEE shall bear all costs and losses it incurs associated with any modifications to the Improvements necessary to accommodate SBCTA's exercise of any right hereunder. This License is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, claims and other matters of title ("title exceptions") which may affect the SBCTA Property now or hereafter. This License is executed and delivered by SBCTA without any warranty of title, express or implied, and the words "grant" or "convey" as used herein shall not be construed as a warranty of title or a covenant against the existence of any such title exceptions.

24. ABANDONMENT

Should LICENSEE at any time abandon the use of the Improvements or the Premises, or any part thereof, or fail at any time for a continuous period of ninety (90) days to use the same for the purposes contemplated herein, then this License shall terminate to the extent of the portion so abandoned or discontinued, and in addition to any other rights or remedies, SBCTA shall immediately be entitled to exclusive possession and ownership of the portion so abandoned or discontinued, without the encumbrance of this License.

25. GENERAL PROVISIONS

25.1. Notices. All notices and demands which either of the Parties is required to or desires to give to the other shall be made in writing by personal delivery, by express courier service or by certified mail postage prepaid, and addressed to the other Party at its address set forth in the Basic Master License Provisions. Either of the Parties may change its address for the receipt of notice by giving written notice thereof to the other Party in the manner herein provided. Notices shall be effective only upon receipt by the Party to whom notice or demand is given.

25.2. Governing Law. This License shall be governed by the laws of the State of California.

25.3. Binding Effect. The terms, provisions and covenants and conditions contained in this License shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided. If more than one person executes this License as LICENSEE, then each shall be jointly and severally liable for all obligations of LICENSEE hereunder.

25.4. No Third Party Beneficiaries. This License is not intended by either party to confer any benefit on any third party other than the constituent members of SBCTA, including without limitations any broker, finder, or brokerage firm.

25.5. Severability. If any term, covenant, condition or provision of this License, or the application thereof to any person or circumstance, shall to any extent be held by a court

of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this License, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

25.6. Interest on Past-due Obligations. Except as expressly herein provided, any amount due to SBCTA that is not paid when due shall bear interest, beginning on the 61st day from the date of receipt of invoice therefor, at the maximum rate then allowable by law. Such interest will be due SBCTA as it accrues. Payment of such interest shall not excuse or cure any default by LICENSEE under this License, provided, however, that interest shall not be payable on late charges incurred by LICENSEE.

25.7. Captions. The captions included in this License are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this License or any provision hereof, or in any way affect the interpretation of this License.

25.8. Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this License shall survive the expiration or earlier termination of this License, including without limitation all indemnity and defense obligations, all payment obligations with respect to Fees and all obligations concerning the condition of the SBCTA Property and the Improvements.

25.9. Waiver of Covenants or Conditions. The waiver by either Party of any term, covenant, agreement or condition under this License shall not invalidate this License, nor shall it be considered a waiver by it of any other covenant or condition or of the same covenant or condition in another instance. To the extent patterns of practice between the Parties are inconsistent with the terms of this License, such patterns of practice shall not waive in part or in full SBCTA's right to insist upon strict accordance with any of the provisions of this License. The subsequent acceptance of payments hereunder by SBCTA shall not be deemed to be a waiver of any preceding breach by LICENSEE of any provisions, covenant, agreement or condition of this License, other than the failure of LICENSEE to pay the particular payment so accepted, regardless of SBCTA's knowledge of such preceding breach at the time of acceptance of such payment.

25.10. Effective Date/Nonbinding Offer. Submission of this License for examination or signature by LICENSEE does not constitute an offer of or option for a license and it is not effective as a license or otherwise until executed and delivered by both SBCTA and LICENSEE. Each individual executing this License on behalf of SBCTA or LICENSEE represents and warrants to the other Party that he or she is authorized to do so.

25.11. Assignment. This License and the license granted herein are personal to the LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this License in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of SBCTA, which may be withheld in SBCTA's sole and absolute discretion, and any attempted act in violation of the foregoing shall be void and without effect and be a material breach of this License, which gives SBCTA the right to immediately terminate this License and seek all other available remedies for breach.

25.12. Entire Agreement; Amendments. This License, including all attached Exhibits, constitutes the entire agreement between the Parties and supersedes all prior verbal or written agreements and understandings between the Parties with respect to the items set forth in this License. The Parties each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by either SBCTA or LICENSEE, or anyone acting on behalf of SBCTA or LICENSEE, other than those contained in this License. No amendments, changes, revisions, or discharges, at any time in whole or in part, of this License shall be binding upon the Parties unless they are in writing and executed by the Parties.

25.13. Attorneys' Fees. If either SBCTA or LICENSEE commences or engages in, or threatens to commence or engage in, an action by or against the other party arising out of or in connection with this License or the Premises, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith. If SBCTA becomes involved in any action, threatened or actual, by or against anyone not a party to this License, but arising by reason of or related to any act or omission of LICENSEE or LICENSEE's Parties, LICENSEE agrees to pay SBCTA's reasonable attorneys' fees and other costs incurred in connection with the action, preparation for such action, any appeals relating thereto and enforcing any judgments rendered in connection therewith.

25.14. Nondiscrimination. LICENSEE certifies and agrees that all persons employed by LICENSEE and LICENSEE's affiliates, subsidiaries, or holding companies, and any contractors retained by LICENSEE with respect to the Premises, are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

25.15. Further Acts. LICENSEE agrees to perform any further acts and to execute and deliver in recordable form any documents which may be reasonably necessary to carry out the provisions of this License, including, at SBCTA's sole discretion, the relocation of the Improvements and the license granted hereby.

25.16. Time of Essence. Time is of the essence for this License.

25.17. Certificates. LICENSEE agrees from time to time within ten (10) days after request of SBCTA, to deliver to SBCTA, or SBCTA's designee, all financial statements for the previous three (3) fiscal years of LICENSEE, and an estoppel certificate stating that this License is in full force and effect, the date to which all applicable payments have been paid, the unexpired Term of this License and such other matters pertaining to this License as may be requested by SBCTA.

25.18. Security Measures. LICENSEE hereby acknowledges that the payments payable to SBCTA hereunder do not include the cost of guard service or other security measures, and that SBCTA shall have no obligation whatsoever to provide same. LICENSEE assumes all responsibility for the protection of LICENSEE, LICENSEE's Parties and their property from acts of third parties.

25.19. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this License.

25.20. No Recording. LICENSEE shall not record or permit to be recorded in the official records of the county where the Premises are located, this License, any memorandum of this License or any other document giving notice of the existence of this License or the license granted hereby.

25.21. Flagmen. Where applicable, as a part of or in addition to all other safety obligations, LICENSEE shall maintain, at LICENSEE's expense, competent flagmen to protect and control movement of vehicles and equipment of LICENSEE or any other user of the Premises while upon the Premises, consistent with any applicable laws and regulations regarding work protection, including the rules and policies of SBCTA and/or any railroad operator having rights to utilize any affected or adjacent railroad tracks.

25.22. Additional Provisions. Those additional provisions set forth in Exhibit "D", if any, are hereby incorporated by this reference as if fully set forth herein.

Exhibit "A"

SPECFIC LICENSE EXHIBIT (SLE) to

MASTER LICENSE AGREEMENT

[To Be Inserted]

Exhibit "A"

SBCTA Contract No. 23-1002930

SPECIFIC LICENSE EXHIBIT TO MASTER LICENSE AGREEMENT

This Specific License Exhibit ("SLE") to Master License Agreement is entered into this _____ day of _____, 2023, by and between the San Bernardino County Transportation Authority ("SBCTA" or "Licensor") and CITY OF REDLANDS ("Licensee"), pursuant to the provisions of the Master License Agreement dated _____, 2023, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SLE.

1. DESCRIPTION OF UTILITY PROJECT AND USE.

Description of Improvements, Utility and/or Appurtenances:

One (1) 8-inch, 10 gauge ductile iron pipe potable waterline with warning tape.

Use of Premises:
Operation, maintenance and repair of Improvements.

The facility described in this SLE shall be referred to as the "Utility Project." To the extent that plans, or permits are prepared or required for the Utility Project, Licensee shall submit such plans or permits to SBCTA prior to Licensee's commencement of the Utility Project. Exhibit "E": SLE Control Master Ledger summarizes features of each Utility Project and tracks associated payments with each facility.

2. DESCRIPTION OF THE PREMISES.

City: Redlands Subdivision: Redlands

Address and/or Milepost Location:
Transverse crossing at University Street then continuing along the north side of University Station and further east within Orange Blossom Trail to Judson Street.
Mile Post 9.76 to Mile Post 10.40

Approximate Area: 32,400 square feet; 0.744 acres

[See Attachment No. 1 – SLE: Map/Depiction of Premises]

Description and Dimensions of the Premises Area: An underground potable waterline transverse crossing along the east side of University Street then continuing easterly longitudinally for 3,160 linear feet, more or less, 10 feet in width along the north side of SBCTA's Redlands Subdivision.

Exhibit "A"

3. TERM.

The term of this License shall commence on the "Commencement Date".

Term (check one):

(_X_) A. Month-to-Month
(___) B. Until End Date: _____ (subject to termination pursuant to the terms of the SLE – see especially Standard Master License Agreement Provisions).

4. PARTIES.

The Utility Project will be performed or constructed by the Licensee. The Licensee representative or other person responsible for the Utility Project can be contacted at:

Name: Gerard Nepomuceno
Address: 35 Cajon Street, Suite 15A, Redlands, CA 92373
Phone Number: (909)
Email Address: gnepomuceno@cityofredlands.org

5. ADMINISTRATION FEE.

Licensee shall pay Licensor an Administration Fee of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200.00) for Licensor's costs for processing this SLE as set forth in Section 3.1.1 of the MLA. This payment shall be made within five (5) days of execution of this SLE, and then annually in advance prior to each anniversary of the execution of the SLE for as long as this SLE is in effect. The Administration Fee, at the sole discretion of the Licensor, may be revised to reflect the Licensor's annual costs of administering this SLE as those costs may change over time as set forth in Section 3 of the MLA. The annual Administration Fee identified herein may be further subject to a discounted rate based on number of Utility Projects under the MLA as further described in Exhibit "E": SLE Control Master Ledger enumerating all Utility Projects under the MLA.

6. ANNUAL USE FEE.

Licensee shall pay Licensor an Annual Base Use Fee of ZERO DOLLARS ($0.00) as set forth herein and subsequently adjusted pursuant to Section 3.2 of the MLA. Such Annual License Fee shall be due and payable on upon Licensee's execute of the SLE; and the Annual License Fee Payment Date as set forth in Section 3 of the MLA during each succeeding year for as long as this SLE is in effect. The Annual License Fee, at the sole discretion of the Licensor, may be revised as set forth in Section 3 of the MLA.

7. ADDITIONAL USE FEE.

Pursuant to Section 3.1.4 of the Standard Master License Provisions, an Additional Use Fee for the Utility Project in the amount of ZERO DOLLARS ($0.00) shall be due and payable upon execution of the SLE by Licensee.

8. INDEMNITY AND INSURANCE REQUIREMENTS.

Licensee shall fully comply with all terms and obligations contained within the MLA, which are incorporated herein by this reference, including payment of prevailing wages if applicable, as well as all insurance and indemnity requirements. However, if SBCTA allows, in its sole discretion, Licensee to obtain insurance varying from the requirements set forth in the MLA, which requirements shall be attached hereto in Attachment No. 2 – SLE: Varying Insurance Requirements and incorporated herein by reference. Such varying insurance shall be subject to the requirements set forth in Section 9 of the MLA.

IN WITNESS WHEREOF, the Licensee acknowledges that it understands and agrees to all of the above terms in this Specific License Exhibit on the day and year first above written.

CITY OF REDLANDS

By: Eddie Tejeda

Name: Eddie Tejeda

Title: Mayor

ATTEST: Jeanne Donaldson

Jeanne Donaldson, City Clerk

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: Dawn Rowe

Name: DAWN M. ROWE

Title: President, Board of Directors

Date: 10-25-2023

Exhibit "A"

Attachment No. 1

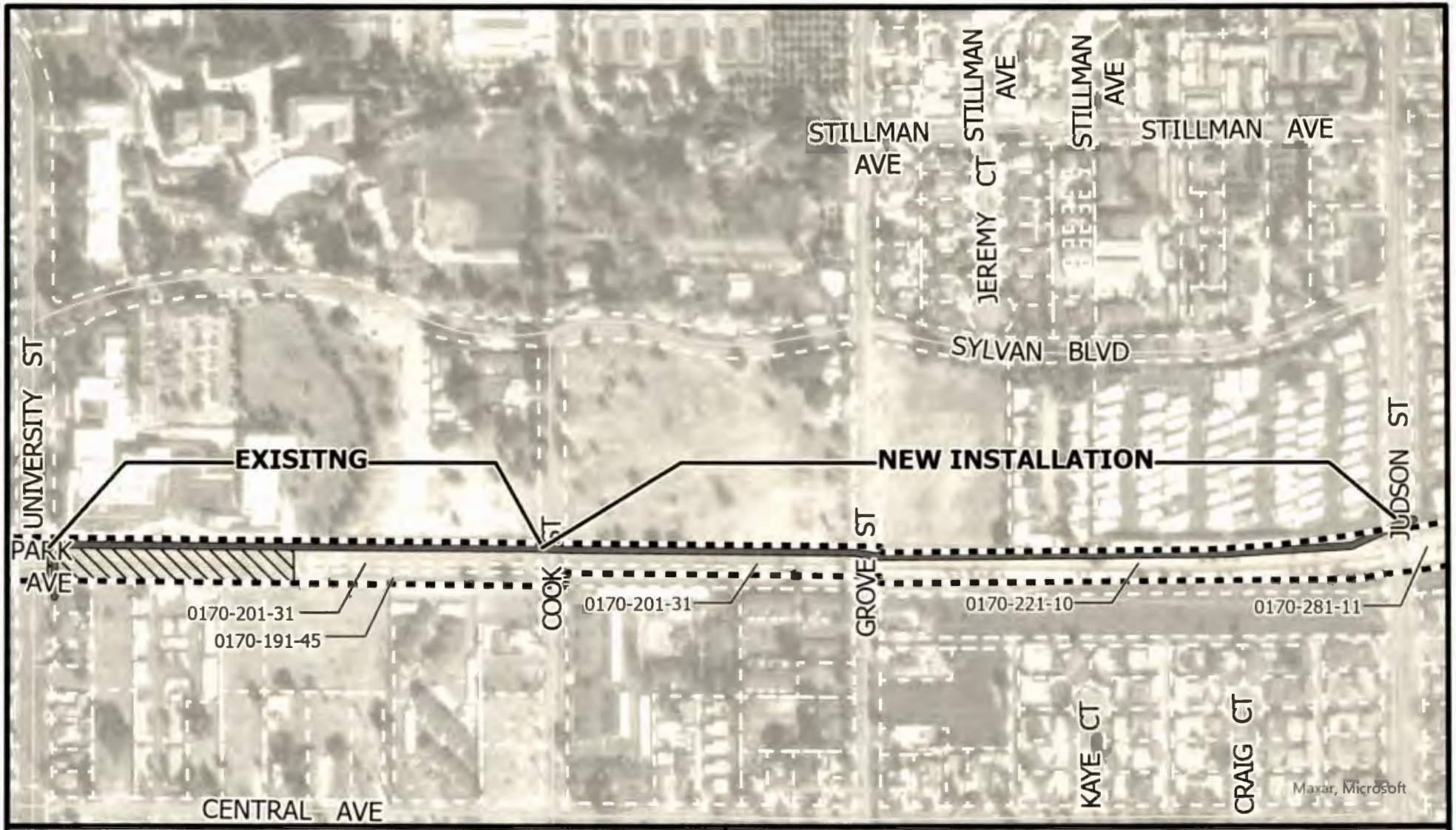
To

Specific License Exhibit

Contract No. 23-1002930

Map/Depiction of Premises

[See attached behind this page]



Master License Agreement - City of Redlands
Exhibit "A" - Attachment 1 - Location 1

APN	Nearest Cross Street	City/Community
See Map	Park Avenue	Redlands
Original Mile Post	**Branch/Line**	**Agreement Type**
9.76 to 10.40	Redlands	License
Grade Type	**Orientation**	**Contract Number**
Underground	Longitudinal	23-1002930

sbcta

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
1170 W. 3rd Street, 2nd Floor
San Bernardino, Ca 92410-1715

N

MAP LEGEND
- SBCTA Right of Way
- 8" DIP Potable Waterline
- University Station

0 105 210 420 Feet


Park Ave
Cook St
Installed
Approx. 545' of
8" DIP
Park Ave
Abandoned 4"
STL Pipe
Cook St
Location Map
Legend
Mains
TYPE
Transmission line
Distribution main
Overflow line
Bypass main
Dry
This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.
N
W
E
S
Scale
Redlands
"A City That Works"
April 4, 2023
OneStop.mxd

Exhibit "A"

Attachment No. 2

To

Specific License Exhibit

Contract No. 23-1002930

Varying Insurance Requirements

No varying insurance requirements under this SLE

Exhibit "B"

INSURANCE REQUIREMENTS

[To Be Inserted]

Exhibit "B"

INSURANCE REQUIREMENTS

1. AGREEMENT shall mean the license to which this Exhibit is attached. WORK shall mean any activity or use permitted under the AGREEMENT. The holder of the AGREEMENT is hereinafter referred to as PERMITTEE. PERMITTEE shall at all times during the term of the AGREEMENT or for such other periods as required herein, procure and maintain broad form insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the use of SBCTA property hereunder by the PERMITTEE, its agents, representatives, employees, or subcontractors, with coverage at least as broad as the following minimum requirements specified below. Selected subparagraphs to this Paragraph 1 shall apply:

1.1. ☒ Worker's Compensation/Employer's Liability. The policies must include the following:

- Coverage A. Statutory Benefits
- Coverage B. Employer's Liability
- Bodily Injury by accident - $1,000,000 per accident
- Bodily Injury by disease - $1,000,000 policy limit/$1,000,000 each employee

Such policies shall contain a waiver of subrogation in favor of the parties named as Indemnitees below. Such insurance shall be in strict accordance with the applicable workers' compensation laws in effect during performance of the WORK by PERMITTEE, any subcontractor of any tier. All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the same insurance coverage as specified in this subparagraph, with a waiver of subrogation in favor of PERMITTEE and all parties named as Indemnitees by the AGREEMENT. Where coverage is provided through the California State Compensation Insurance Fund, the requirement for a minimum A.M. Best rating does not apply.

1.2. ☒ Commercial General Liability. The policy must include the following:

- PERMITTEE shall maintain commercial general liability (CGL) insurance (Insurance Services Office (ISO) Form CG 00 01), and if necessary excess/umbrella commercial liability insurance, with a combined limit of liability of not less than **$7,000,000 each occurrence**. If the AGREEMENT value is equal to or in excess of *$25,000,000*, then the combined limit of liability shall be no less than **$25,000,000 each occurrence**.

- The policy shall, at a minimum, include coverage for any and all of the following: bodily injury, property damage, personal injury, broad form contractual liability (including coverage to the maximum extent possible for the indemnifications in the AGREEMENT), premises-operations (including explosion, collapse and underground coverage), duty to defend in addition to (without reducing) the limits of the policy(ies), and products and completed operations.

    - $2,000,000 per occurrence limit for property damage or bodily injury
    - $1,000,000 per occurrence limit for personal injury and advertising injury
    - $2,000,000 per occurrence limits for products/completed operations coverage (ISO Form 20 37 10 01) if SBCTA's Risk Manager determines it is in SBCTA's best interests to require such coverage,
    - If a general aggregate applies, it shall apply separately to this project/location. The project name must be indicated under "Description of Operations/Locations" (ISO Form CG 25 03).

- Coverage is to be on an "occurrence" form. "Claims made" and "modified occurrence" forms are not acceptable.

- A copy of the declaration page or endorsement page listing all policy endorsements for the CGL policy must be included.

All subcontractors of any tier performing any portion of the WORK for PERMITTEE shall also obtain and maintain the CGL insurance coverage with limits not less than:

- Each occurrence limit: $1,000,000
- General aggregate limit: $2,000,000
- Personal injury and advertising limit $1,000,000
- Products-completed operations aggregate limit $2,000,000

All subcontractors' deductibles or self-insured retentions must be acceptable to SBCTA's Risk Manager.

1.2.1. ☐ Contractual Liability – Railroads. The CGL policy shall not exclude coverage of contractual lability relating to railroads or shall be endorsed by ISO Form CG 24 17, or equivalent acceptable to SBCTA, to remove such exclusions to coverage.

1.3. ☒ Umbrella/Excess CGL. The policy must include the following:

- If the PERMITTEE elects to include an umbrella or excess policy to cover any of the total limits required beyond the primary commercial general liability policy limits and/or the primary commercial automobile liability policy limits, then the policy must include the following:
  - The umbrella or excess policy shall follow form over the PERMITTEE's primary general liability coverage and shall provide a separate aggregate limit for products and completed operations coverage.
  - The umbrella or excess policy shall not contain any restrictions or exclusions beyond what is contained in the primary policy.
  - The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
  - The umbrella or excess policy must also extend coverage over the automobile policy if it is to be used in combination with the primary automobile policy to meet the total insurance requirement limits.

There shall be no statement limiting the coverage provided to the parties listed as additionally insureds or as indemnitees in the AGREEMENT.

1.4. ☒ Commercial Auto. The policy must include the following:

- A total limit of liability of no less than **$5,000,000 each accident**. This total limit of liability may be met by combining the limits of the primary auto policy with an umbrella or excess policy in accordance with Section 1.3 (Umbrella/Excess CGL), above.
- Such insurance shall cover liability arising out of any vehicle, including owned, hired, leased, borrowed and non-owned vehicles assigned to or used in performance of the WORK.
- Combined Bodily Injury and Property Damage Liability insurance

  The commercial automobile liability insurance shall be written on the most recent edition of ISO Form CA 00 01 or equivalent acceptable to SBCTA.

1.5. ☐ Pollution Liability The policy must include the following:

- $2,000,000 per claim or occurrence limits/$4,000,000 in the aggregate
- If the WORK involves mold identification / remediation, the policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
- If the WORK involves lead-based paint or asbestos identification/remediation, the policy shall not contain lead-based paint or asbestos exclusions.

1.6. ☐ Railroad Protective Liability Insurance: Insurance Services Office Form Railroad Protective Liability, AAR-AASHTO (ISO/RIMA), in the name of SCRRA with respect to the operations they or any of their subcontractors perform on the Property. Minimum Limits: **$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or damage to or destruction of Property, including the loss of use thereof. A **$6 million annual aggregate** shall apply. If providing coverage on the London claims-made form, the following provisions shall apply:

- The limits of liability shall be not less than $3 million per occurrence, combined single limit. A $9 million aggregate may apply.
- Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:
    - It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

In cases of low hazard activity and insignificant risk to rail facilities, and if the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified, trained, and supervised such that they are not permitted to have any contact with the track or its related improvements, the Railroad Protective Liability Insurance requirement may be waived by SBCTA, or its designated representative, in SBCTA's sole and absolute discretion, where SBCTA's agreements and obligations with rail operators allow it.

2. General Provisions

2.1. Qualifications of Insurance Carriers. If policies are written by insurer carriers authorized and admitted to do business in the state of California, then the insurer carriers must have a current A.M. Best rating of A-VIII or better. If policies are written by insurance carriers that are non-admitted but authorized to conduct business in the state of California, then they must meet the current A.M. Best rating of A-:X or better, unless otherwise approved in writing by SBCTA's Risk Manager.

2.2. Additional Insurance Coverage. All policies, except those for Workers' Compensation insurance, shall be endorsed by ISO Form CG 20 36, or if not available, then ISO Form CG 20 35, to name San Bernardino County Transportation Authority and its officers, directors, members, employees, agents and volunteers, as additional insureds ("Additional Insureds"). With respect to general liability arising out of or connected with work or operations performed by or on behalf of the PERMITTEE permitted under this AGREEMENT, coverage for such Additional Insureds shall not extend to liability to the extent prohibited by section 11580.04 of the Insurance Code. The additional insured endorsements shall not limit the scope of coverage for SBCTA to vicarious liability but shall allow coverage for SBCTA to the full extent provided by the policy.

2.3. Proof of Coverage. Evidence of insurance in a form acceptable to SBCTA's Risk Manager, including declarations pages of each policy, certificates of insurance and the required additional insured endorsements, shall be provided to SBCTA's Procurement Analyst prior to issuance of the NTP or prior to commencing any WORK, as SBCTA specifies. Certificate(s) of insurance, as evidence of the required insurance shall: be executed by a duly authorized representative of each insurer; show compliance with the insurance requirements set forth in the AGREEMENT together with Exhibit B; set forth deductible amounts applicable to each policy; list all exclusions which are added by endorsement to each policy; and also include the Contract Number and the SBCTA Project Manager's name on the face of the certificate. If requested in writing by SBCTA, PERMITTEE shall submit complete copies of all required insurance policies within ten (10) business days of a written request by SBCTA.

2.4. Deductibles. Regardless of the allowance of exclusions or deductibles by SBCTA, CONTRACTOR shall be responsible for any deductible or self-insured retention (SIR) amount and shall warrant that the coverage provided to SBCTA is consistent with the requirements of this Article. CONTRACTOR will pay, and shall require its sub-CONTRACTORS to pay, all deductibles, co-pay obligations, premiums and any other sums due under the insurance required in this Article. Any deductibles or self-insured retentions must be declared to and approved in writing by SBCTA's Risk Manager. At the option of SBCTA, if the deductible or SIR is greater than $50,000 or five (5) percent of the amount of coverage required under this Contract, whichever is less, the CONTRACTOR shall guarantee that either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to SBCTA, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing the amount of the deductible or self-insured retention. SBCTA will have the right, but not the obligation, to pay any deductible or SIR due under any insurance policy. If SBCTA pays any sums due under any insurance required above, SBCTA may withhold said sums from any amounts due to CONTRACTOR. The Contractor's policies will neither obligate nor prohibit SBCTA or any other Additional Insured, from paying any portion of any Contractor's deductible or SIR.

2.5. PERMITTEE's and Subcontractors' Insurance will be Primary. All policies required to be maintained by the PERMITTEE or any subcontractor with the exception of Professional Liability and Worker's Compensation shall be endorsed, with a form at least as broad as ISO Form CG 20 01 04 13), to be primary coverage, and any coverage carried by any of the Additional Insureds shall be excess and non-contributory. Further, none of PERMITTEE's nor subcontractors' pollution, automobile, general liability or other liability policies (primary or excess) will contain any cross-liability exclusion barring coverage for claims by an additional insured against a named insured.

2.6. Waiver of Subrogation Rights. To the fullest extent permitted by law, PERMITTEE hereby waives all rights of recovery under subrogation against the Additional Insureds named herein, and any other consultant, subconsultant or sub-subconsultant performing work or rendering services on behalf of SBCTA, in connection with the planning, development and construction of the Project. To the fullest extent permitted by law, PERMITTEE shall require similar written express waivers and insurance clauses from each of its subcontractors of every tier. PERMITTEE shall require all of the policies and coverages required in Exhibit B to waive all rights of subrogation against the Additional Insureds (ISO Form CG 24 04 05 09). Such insurance and coverages provided shall not prohibit PERMITTEE from waiving the right of subrogation prior to a loss or claim.

2.7. Cancellation. If any insurance company elects to cancel or non-renew coverage for any reason, PERMITTEE will provide SBCTA thirty (30) days prior written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, PERMITTEE will provide SBCTA ten (10) days prior written notice. In any event, PERMITTEE will provide SBCTA with a copy of any notice of termination or notice of any other change to any insurance coverage required herein which PERMITTEE receives within one business day after PERMITTEE receives it by submitting it to SBCTA at procurement@gosbcta.com to the attention of SBCTA's Procurement Analyst, and by depositing a copy of the notice in the U.S. Mail in accordance with the notice provisions of the AGREEMENT.

2.8. Enforcement. SBCTA may take any steps as are necessary to assure PERMITTEE's compliance with its insurance obligations as identified within the AGREEMENT and / or Exhibit B. Failure to continuously maintain insurance coverage as provided herein is a material breach of contract. In the event the PERMITTEE fails to obtain or maintain any insurance coverage required, SBCTA may, but is not required to, maintain this coverage and charge the expense to the PERMITTEE or

withhold such expense from amounts owed PERMITTEE, or terminate the AGREEMENT. The insurance required or provided shall in no way limit or relieve PERMITTEE of its duties and responsibility under the Contract, including but not limited to obligation to indemnify, defend and hold harmless the Indemnitees named below. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve PERMITTEE for liability in excess of such coverage, nor shall it preclude SBCTA from taking other actions as available to it under any other provision of the Contract or law. Nothing contained herein shall relieve PERMITTEE, or any subcontractor of any tier, of their obligations to exercise due care in the performance of their duties in connection with the WORK, and to complete the WORK in strict compliance with the AGREEMENT.

2.9. No Waiver. Failure of SBCTA to enforce in a timely manner any of the provisions of Exhibit B shall not act as a waiver to enforcement of any of these provisions at a later date.

2.10. Contractors and Subcontractors Insurance. Insurance required of the PERMITTEE shall be also provided by subcontractors, or by PERMITTEE on behalf of all subcontractors, to cover WORK, performed by said subcontractors, permitted under the AGREEMENT. PERMITTEE may reduce types and the amounts of insurance limits provided by subcontractors to be proportionate to the amount of the subcontractor's contract and the level of liability exposure for the specific type of work performed by the subcontractor. PERMITTEE shall be held responsible for all modifications, deviations, or omissions in these insurance requirements as they apply to subcontractor.

2.11. Higher limits. If PERMITTEE maintains higher limits than the minimums shown above, SBCTA shall be entitled to coverage for the higher limits maintained by PERMITTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCTA.

2.12. Special Risks or Circumstances. SBCTA reserves the right to modify any or all of the above insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit "C"

PERMITTED HAZARDOUS MATERIAL

No hazardous material is permitted to be used or stored on Premises.

Exhibit "D"

ADDITIONAL REQUIREMENTS

[To Be Inserted]

Exhibit "D"

ADDITIONAL REQUIREMENTS

The following Additional Requirements are imposed on the Tenant/Licensee/Permittee and all of its contractors, subcontractors, employees, laborers or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee, and are made part of the terms of the Lease/License/Permit to which this Exhibit D is attached ("Agreement").

As used hereinafter, the term "Contractor" shall include the Tenant/Licensee/Permittee and each and every one of its contractors, subcontractors, employees, laborers, agents or other persons performing any work upon SBCTA property on behalf of Tenant/Licensee/Permittee; and the term "railroad operator" or "operating railroad" shall mean Southern California Regional Rail Authority (SCRRA), Burlington Northern Santa Fe Railroad Railway Company (BNSF) and/or any other railroad company or rail carrier having operating rights over rail lines owned or controlled by SBCTA.

Contractor shall fully comply with each and every one of the Additional Requirements below which is in any way applicable to the type of use, construction, installation or facility allowed under the Contractor's Agreement and approved by SBCTA as required thereunder ("Permitted Use"). The inclusion of an Additional Requirement below that is not in any way applicable to the Contractor's Permitted Use shall not imply any right, permission or consent to expand the Permitted Use in any way.

1. Contractor agrees to execute and deliver to each railroad operator prior to commencing any work within the rail right-of-way, a railroad Right of Entry Agreement which will include agreement to abide by each railroad operator's rules and requirements for construction on railway property. Contractor shall secure approval from SBCTA and each railroad operator of the design of any structures and facilities prior to commencing work on their construction or installation.

2. Contractor will acquire and comply with any and all additional permits required by the railroad operator(s), affected public utilities and/or by any government agency having jurisdiction. Any permit fees, inspection fees, flagging fees, or costs associated with the use or maintenance of the Premise by any governmental agency, department, or organization, and any labor expenses for the installation or maintenance of any permitted improvements are the Contractor's sole responsibility. Fully conformed copies of all permits are to be provided to SBCTA. Additional permits required of the Contractor may include but are not limited to encroachment permits, Storm Water Pollution Prevention Plans, environmental permits, temporary use permits, regulatory permits and third party utility permits. Contractors shall have all original executed agreements and permits on hand while on site and will present them on demand of representative of SBCTA and/or the railroad operator(s). Prior to the commencement of work, the contractor shall submit to SBCTA for review and approval, a description of the work process including a detailed schedule of all work activities to be carried out on SBCTA property.

   SCRRA's Right of Way Engineers Office - (909) 394 - 3418;

   BNSF's Roadmaster Office - (909) 386 - 4061

3. Contractor at its sole cost and expense shall obtain and maintain, in full force and effect, insurance, as required by SBCTA and the railroad operator(s) during the entire construction period. The Contractor shall furnish copies of the insurance certificates to SBCTA and all affected railroad operators.

4. Contractor agrees to comply with instructions of SBCTA and each railroad operator's Employee-In-Charge (EIC) and other representatives in relation to the proper manner of protection of the tracks and the traffic moving thereon, pole lines, signals and other property of SBCTA or its member agencies, tenants or licensees at or in the vicinity of the work, and shall perform the work at such times as not to endanger or interfere with safe and timely operations of railroad operators or of SBCTA's track and other facilities.

5. Contractor will call the appropriate operating railroad to arrange for flagging services a minimum of fifteen (15) working days prior to beginning work. Although every effort is made to accommodate schedules, prior notification does not guarantee the availability of protective/flagging services for the proposed date of work. The SCRRA/BNSF flagman/EIC has sole authority to protect safe railroad operations and infrastructure, therefore, only they and their representatives are permitted to perform flagging operations within the railroad right-of-way. At all times the contractor shall follow the flagman/EIC's direction. Contractor's work may not proceed in the absence of a flagman in accordance with applicable rules. At no time shall any contractor be permitted to cross any track or place or maintain any personnel or equipment within the railroad right-of- way without the permission of the railroad flagman.

   SCRRA's Flagging Office (213) 305-8424

   BNSF's Flagging Office (909) 386-4061

6. Prior to the start of construction and at the contractor's expense, all personnel including subcontractors and third parties shall complete SCRRA's/BNSF's Third Party Safety Training course, which is required for all work near or within the railroad right-of-way. Evidence of training must be supplied upon request of SBCTA and its representatives. No work may commence on the railroad right-of-way until this training has been completed. The contractor shall make the necessary arrangements for each equipment operator to have constant and direct radio contact with their foreman. The foreman will in turn have constant and direct contact with the SCRRA/BNSF flagman/EIC.

7. Contractor shall be responsible for the location and protection of any and all surface, sub- surface, and overhead lines, structures and improvements. Contractor shall not damage, destroy or interfere with any existing encumbrances, licenses and rights (whether public or private), granted upon or relating to the railroad right-of-way. It shall be the Contractor's responsibility to contact Underground Alert and locate all underground facilities prior to the commencement of construction. At the same time, the contractor shall notify the operating railroad for signal and communications cables and conduits mark-outs. Contractor shall obtain permission from the owners of any fiber optic, gas, electrical, water, oil or other lines which may be impacted by work on or any use of the Premises by Contractor.

   SCRRA Signal Department (909) 592-1346

   BNSF Signal Department (909) 386-4051

8. **In case of signal emergencies or grade crossing problems, the contractor shall call the following emergency numbers.**

   SCRRA Signal Emergency Department (888) 446-9721

   BNSF Signal Emergency Department (909) 386-4051

9. Contractor shall prepare and submit traffic control plan for SBCTA/SCRRA approval for projects that will affect vehicular traffic at an existing highway-rail grade crossing.

10. If SBCTA or any of its associated rail entities or railroad operators deem it necessary in the future, to modify, or to build additional, track or tracks or other facilities in connection with the operation of its railroad, at the request of SBCTA, contractor shall modify, at its own expense, any or all of its permitted facilities to conform to the rail facilities.

11. Both Contractor and SBCTA acknowledge that the Premises is Licensed in "AS IS" condition and any track removal, grading, paving and fencing as may be necessary or required to meet Contractor's needs will be the sole responsibility and at the sole cost of the Contractor and subject to SBCTA's and any affected operating railroad's prior review and approval, which may be withheld in SBCTA's or the affected operating railroad's sole and absolute discretion. SBCTA or the affected operating railroad may require that any track removal and/or other work within the right-of-way be done by SBCTA or the railroad operator, respectively, but all such work shall remain at the sole cost of the Contractor, who may be required to deposit the estimated cost plus 25% in advance of the work, subject to refund or additional charge at the conclusion of the work. No permanent structures may be constructed on the premises without SBCTA's prior written approval. Contractor will be responsible for the removal of any or all permitted improvements upon termination of Agreement as directed by SBCTA.

12. Contractor shall pay for any and all utilities for its benefit, security and use.

13. SBCTA makes no warranties as to the suitability of the location for Contractor's intended use, and Contractor assumes all risks as to environmental compliance, zoning, visibility, or any other factors which may affect Contractor's intended use of the premises.

14. Boring of carrier or direct burial utilities by directional boring methods is prohibited.

15. Signs are not permitted on or along the perimeter of the Premises unless such signs were requested and approved under Contractor's original proposal and covered by the required insurance. The contractor shall install permanent signs identifying the location of pipes at the edge of the railroad right-of-way unless within a public grade crossing.

16. Contractor shall not bring upon or use any import soil on the Premises in conjunction with any purposes allowed under this Agreement, until said import soil has been laboratory tested by a *certified hazardous waste testing laboratory* and the test results have been approved by SBCTA. Additionally, any soil currently existing on the Premises may not be spread on the Premises unless and until it is characterized as clean soil to the reasonable satisfaction of SBCTA. All soil piles are to be placed on a barrier to prevent intermingling with surface soils.

17. Contractor shall keep the Premises free and clear of weeds, trash, vegetation, unauthorized vehicle parking and graffiti and from occupancy by transients/homeless persons or individuals. Contractor shall be fully responsible for all maintenance and maintenance of adjoining SBCTA property that is required or necessary in connection with Contractor's use of Premises.

18. Prior to commencement of construction, the contractor shall submit to SBCTA / SCRRA a plan showing the proposed method of casing installation, construction access, stockpile locations, SWPPP control measures, fencing type and location and a milestone schedule.

19. For pipelines carrying flammable or hazardous materials, the contractor shall adhere to special conditions stated in the Right of Entry (ROE) Agreement.

20. The jacking and receiving pits shall be constructed outside of the railroad right of way unless shown on the SBCTA approved plans and shall not be located between any track and the automatic signal gate arms. The contractor shall layout the proposed jack and bore pits prior to the commencement of work. Only after the SBCTA/SCRRA inspector has approved the layout will the Contractor be allowed to begin work.

21. Contractor shall construct a temporary fence along the railroad right–of-way, or along the edge of pits closest to the track, on both sides of the pit, extending 50-feet in both directions from the pit, and measuring a minimum of 6-feet high. Fences are not required for work at grade crossings. Contractor shall pave the Premises area with asphalt or concrete, when requested, around the entire perimeter of the property as described in the Agreement in Part I and Exhibit "A". Contractor shall be responsible for total expense of fencing and asphalt.

22. All jack and bore operations within the railroad right-of-way shall be performed continuously on a 24-hour basis until work is completed with a SCRRA/BNSF flagman and SCRRA/BNSF inspector present at all times. Should work begin without the flagman and inspector present, the work will be halted and any casing installed will be abandoned in place, pressure grouted full, and capped to the satisfaction of SBCTA.

23. The contractor shall submit to SBCTA/SCRRA for review, drawings and calculations for any shoring that may affect or be influenced by the railroad tracks. All shoring designs shall comply with the requirements of, and be approved by, SBCTA and/or the affected operating railroad. All drawings and calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.

24. Prior to commencement of work, the contractor shall submit to SBCTA/SCRRA for review, load calculations for the proposed jacking casing with applied load as defined by Cooper E-80 with a 50% added impact load. The calculations shall be signed and stamped by a California licensed Civil or Structural Professional Engineer.

25. Should ground water or loose or unstable soils conditions be encountered during construction, the contractor shall immediately stop work, notify the railroad flagman, provide necessary structural support to track and other railroad structures, and notify the affected operating railroads and SBCTA. It shall be the responsibility of the contractor to make necessary corrections to the construction process to allow for said conditions.

26. All underground utilities under railroad tracks shall be encased in a larger pipe or conduit called the "casing pipe". Said casing pipe shall be installed across the entire width of the

railroad right-of-way and shall extend beyond the right of way a minimum of 10-feet. The top of the casing shall have a minimum depth of 6-feet below the top of tie and a minimum depth of 5-feet below ground surface including bottom of ditches and other low points within the railroad right-of-way. All ends of the casing pipe shall be sealed unless otherwise authorized by SBCTA. Casing and carrier pipes shall be constructed to prevent leakage of any substance. When casing pipes are sealed at each end, vent pipes shall be installed. All casing pipes shall be installed with a minimum slope of 1%. Installation of casing pipes by open trenching is prohibited.

27. Abandoned pipes shall be removed from their casing pipes. The empty casing pipe shall be pressure grouted full for the entire length of the pipe. Should there be no casing pipe; the abandoned pipe shall be pressure grouted full the entire length of the pipe. A SBCTA / SCRRA inspector must be present during the grouting process.

28. Casing jacking shall adhere to the following requirements:

    a. This method shall be in accordance with the American Railway Engineering and Maintenance of Way Association recommended practices, Volume 1, Chapter 1, Part 4, "Earth Boring and Jacking Culvert Pipe Through Fills." This operation shall be conducted without hand-mining ahead of the pipe and without the use of any type of boring, augering, or drilling equipment.

    b. Bracing and backstops and jacks shall be designed and used with sufficient rating so that the jacking can progress without stoppage (except for adding lengths of pipe) until the leading edge of the pipe reaches the receiving pit.

    c. During jacking, an earth plug 1.5 times the diameter of the casing shall be maintained at all times. Jacking operations shall be continuous on a non-stop, 24-hour per day basis until the jacking operation is completed.

29. Casing boring shall adhere to the following requirements:

    a. This method consists of pushing the pipe into the fill with a boring auger rotating within the pipe to remove the spoil. When augers or similar devices are used for casing replacement, the front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the casing so that there will be no unsupported excavation ahead of the casing. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or poor material.

    b. The use of water or other liquids to facilitate casing placement and /or spoil removal is prohibited.

    c. Plans and descriptions of the auger stop arrangement to be used shall be submitted to SBCTA / SCRRA for approval prior to commencement of work.

d. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 8-inches in diameter that does not adhere to the above requirements will not be permitted. For casings 8-inches and smaller in diameter, augering or boring without the same requirements may be considered if approved by SBCTA/SCRRA.

30. If an obstruction is encountered during installation of the casing pipe that will stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be abandoned in-place and pressure grouted full before continuing with work. Location, length, and depth of abandoned casing pipes and carrier pipes shall be shown on the as-built drawings.

31. Bored or jacked installations shall have a bored-hole diameter essentially the same as the outside diameter of the casing plus the thickness of the protective coating. If voids should develop or if the bored-hole diameter is greater than the outside diameter of the casing pipe, plus coating, by more than approximately 1-inch, grouting or other methods as approved by SBCTA/SCRRA shall be employed to fill such voids.

32. Pressure grouting of the soils before or during jacking or boring may be required to stabilize the soil, control water, prevent loss of material, and prevent settlement or displacement of the ground and/or tracks. Grout shall be cement, chemical or other special injection material selected to accomplish the necessary stabilization. The grouting contractor shall be a specialist in the field with a minimum of 5-years continuous experience of successfully grouting soil. Materials to be used and the method of injection shall be prepared by a California licensed Geotechnical Engineer, or by an experienced and qualified company specializing in this work and submitted for approval by SBCTA/SCRRA prior to the commencement of work. Proof of experience and competency shall accompany the submission.

33. When water is known or expected to be encountered, pumps of sufficient capacity to handle the flow shall be maintained at the site and be constantly attended operationally on a 24-hour per day basis until the SBCTA/SCRRA inspector determines their operation can be safely halted. When dewatering, close observation shall be maintained to detect any settlement or displacement of track, ground, or facilities.

34. The dewatering system shall lower and maintain the ground water level a minimum of 2-feet below the invert at all times during construction by utilizing well points, vacuum well points, or deep wells to prevent the inflow of water or water and soil into the heading. Ground water observation wells may be required to demonstrate that the dewatering requirements are being complied with.

35. The proposed methods of dewatering shall be submitted to SBCTA/SCRRA prior to the commencement of work. The discharge from the dewatering operations in the vicinity of the railroad shall be carefully monitored. Should excessive fine soils particles, pollutants, or hazardous materials or fluids be observed at any time during the dewatering process, the dewatering shall be halted immediately and cannot resume until the unsatisfactory condition is remedied to the satisfaction of the SBCTA/SCRRA inspector.

36. All backfilling shall be at 90% relative dry compaction. For areas within or that affect the railroad right-of-way, the contractor shall submit a compaction report prepared by a California licensed Geotechnical Professional Engineer prior to release of any deposited fund balance.

37. The Contractor shall remove all temporary facilities constructed on the railroad right-of-way, debris, and other items not originally at the site prior to construction and shall notify SBCTA and any affected operating railroad that all construction has been completed. After as-builts have been received, SBCTA inspects the construction site and signs-off the work, SBCTA will release any unused deposit funds it holds. Contractor shall be responsible to arrange refunds due from any affected operating railroads.

38. A minimum of five feet (5') clearance is required above signal and communication lines for overhead crossings.

39. Poles for any use within the railroad right-of-way must be located fifty-feet (50') out from the centerline of the railroad main, branch and running tracks, CTC sidings, and heavy tonnage spurs. Pole locations adjacent to industry track must provide at least a ten foot (10') clearance from the centerline of track, when measured at right angles. If located adjacent to curved track, then said clearance must be increased at the rate of 1.5 inches per degree of curved track.

40. Regardless of the voltage, un-guyed poles shall be located a minimum distance from the centerline of any track, equal to the height of the pole above the ground–line plus ten feet (10'). If guying is required, the guys shall be placed in such a manner as to keep the pole from leaning/falling in the direction of the tracks.

41. Poles must be located a minimum distance from the railroad signal and communication line equal to the height of the pole above the ground-line or else be guyed at right angles to the lines. High voltage towers (34.5 kV and higher) must be located off railroad right-of-way.

42. Grade crossings or temporary grade crossing must not be installed under or within five-hundred feet (500') of the end of any railroad bridge, or three hundred feet (300') from the centerline of any culvert or switch area.

43. For overhead crossings, complete spanning of the property is encouraged with supportive structures and appurtenances located outside of the railroad property. For electric supply and communication lines, normally the crossing span shall not exceed one-hundred fifty-feet (150') with adjacent span not exceeding 1.5 times the crossing span length. For heavier type construction, longer spans will be considered.

44. To ensure that overhead crossings are clear from contact with any equipment passing under such wires, communication lines shall be constructed with a minimum clearance above top of rail of twenty-eight feet (28').. Electric lines must have a fluorescent ball marker on low wire over centerline track.

45. The utility owner will label the poles closest to the crossing with the owner's name and telephone number for emergency contact.

46. Overhead flammable and hazardous material lines are prohibited.

47. Because inductive interference from certain types of lines have the potential to disrupt the railroad signal and communication systems causing failures with the signals, communication, and at-grade crossing warning devices, . SBCTA may require that an inductive coordination study be performed prior to approval of the permitted use at the expense of the utility owner for proposed electrical lines crossing tracks.

48. Joint-use construction is encouraged at locations where more than one utility or type of facility is involved. However, electricity and petroleum, natural gas or other flammable materials shall not be combined.

Contract	SBCTA
E.T.	

Initials

Exhibit "E"

CONTROL MASTER LEDGER

[To Be Inserted]

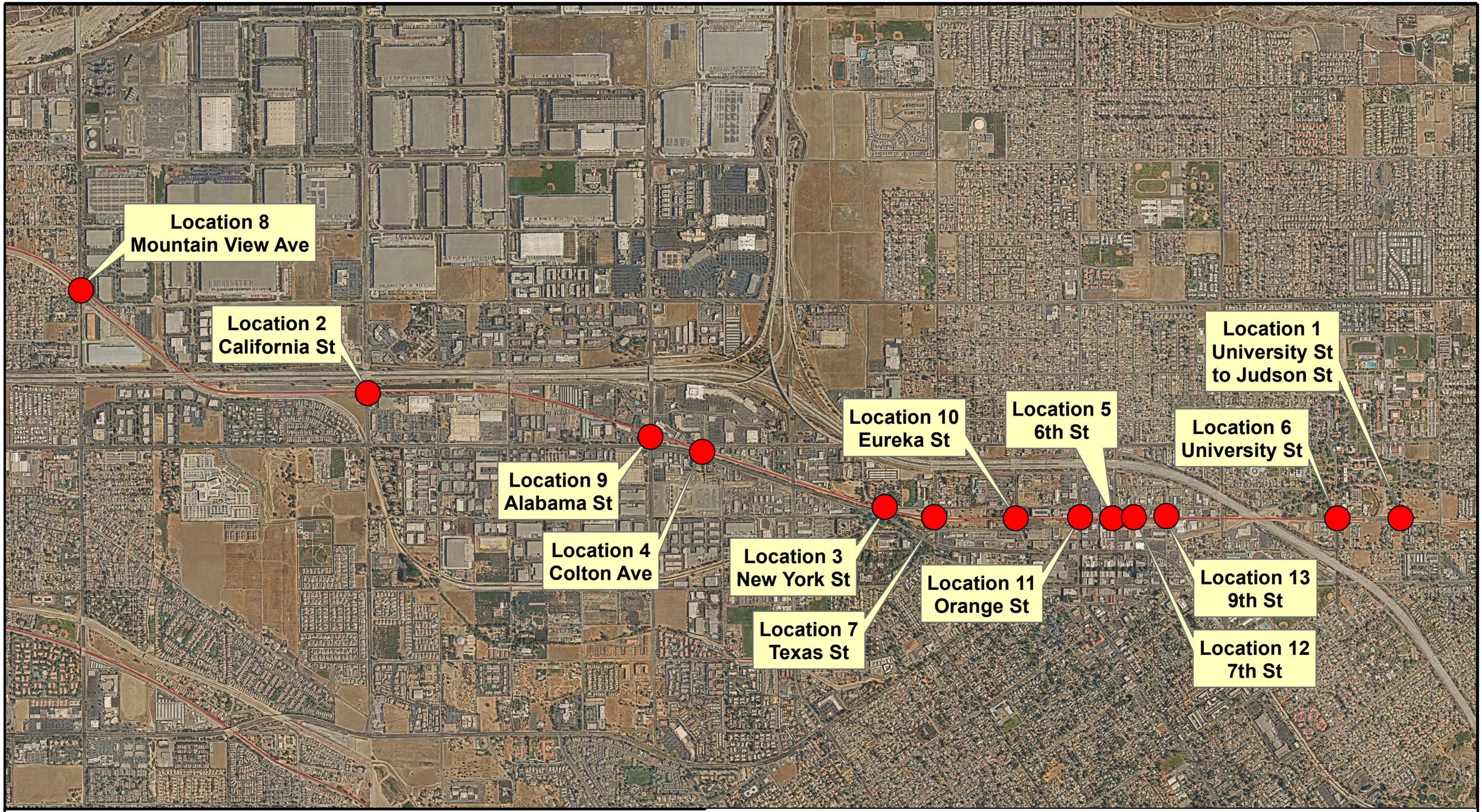
Exhibit "E"

CITY OF REDLANDS MLA LICENSE AGREEMENT # 23-1002930 CONTROL MASTER LEDGER										
Utility Project/ Location No.	SUPERCEDED CONTRACT NO.	Description of Facility	Facility Type	CITY	NEAREST STREET	SUBDIVISION	Original/SCRRA MILE POST	DIMENSIONS & AREA	ANNUAL ADMIN FEE**	ANNUAL USE FEE*
1	RRND007394	Potable Waterline	8" 10 Gauge DIP	Redlands	University St to Judson St	Redlands	9.76 to 10.40	3,240' (L) x 10' (W) 32,400 sq. ft.	$1,200	*
								GRAND TOTAL	$1,200	$0

Notes:

* Annual Use Fees are exempt for this Master License pursuant to Policy 31602 IX.C.8 due to the licensee being an incorporated city within San Bernardino County.

** Administrative Fees by location is for illustrative purposes only and not specific to specific individual locations but rather based upon the total number of locations. Base Admin Fee is established by SBCTA Resolution 14-027 at $1,200 per location and a discount is provided for Master License Agreement Administrative Fees based upon the total number of locations per SBCTA Resolution 20-051.



Master License Agreement - City of Redlands
Location Map

N
W E
S

City Council Meeting **H. 17.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement with Willdan Engineering for code enforcement services for an amount not-to-exceed $160,000 (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that this request is appropriate, the following motion is provided:

1. I move that the City Council approve a Professional Services Agreement with Willdan Engineering for code enforcement services in an amount not-to-exceed $160,000.

RECOMMENDATION:

Staff recommends City Council approve a Professional Services Agreement with Willdan Engineering for code enforcement services in an amount not-to-exceed $160,000.

DISCUSSION:

The Code Enforcement Division is responsible for improving the quality of life, protecting property values, and ensuring the health and safety of our community through fair and consistent enforcement of the Redlands Municipal Code. Such enforcement activities include, but are not limited to, enforcement of codes related to property maintenance, graffiti, inoperative vehicles, unsafe conditions, unsafe buildings, un-permitted (unsafe) construction, and the eradication of neighborhood blight.

The Facilities and Community Services Department has priorities included in the FY 2024-25 budget that require additional code enforcement services. The agreement will allow for expanded monitoring and citing of sidewalk vendors,

blight, priority cases, and general property cases.

In addition, the City was awarded the Local Assistance Grant from CalRecycle to assist with the compliance with Senate Bill (SB) 1383, related to Mandatory Organic Waste Disposal Reduction. This agreement will provide for contracted staff to conduct organic waste inspections, writing inspection reports, and providing technical assistance to organic producers and handlers.

On April 9, 2024, staff issued a Request for Proposals (RFP) for professional services to perform code enforcement services. Nine vendors were solicited, and one responsive bid from Willdan Engineering was received on April 30, 2024.

In accordance with Chapter 2.16.180 of the City's Municipal Code, an evaluation committee reviewed and rated the proposal based on the firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. Willdan Engineering was identified as qualified to perform the tasks as outlined in the scope of services. City staff negotiated a reasonable consultant fee and is recommending the City Council approve an agreement with Willdan Engineering for an amount not-to-exceed $160,000.

ALTERNATIVES:

The City Council may elect not to approve the agreement. However, this will prolong the time required to address code enforcement and other regulatory concerns.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year: FY 2024-25
Amount: $160,000
Budgeted Y/N: Yes
Account No.: 101306, 511910
Discussion:

Sufficient funding for this service is included in the Code Enforcement (101306) and Solid Waste (511910) operating budget for Fiscal Year 2024-25 as approved by City Council.

Attachments

Agreement with Willdan Engineering

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Code Enforcement Services ("Agreement") is made and entered in this 16th day of July, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Willdan Engineering, a California corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Code Enforcement services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tabitha Crocker, Facilities & Community Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing as of July 1, 2024, unless terminated earlier as provided herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Sixty Thousand Dollars ($160,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Vanessa Munoz, President/CEO
City of Redlands	Willdan Engineering
35 Cajon Street	650 E. Hospitality Lane, Suite 400
P.O. Box 3005 (mailing)	San Bernardino, CA 92408
Redlands, CA 92373	vmunez@willdan.com
jdonaldson@cityofredlands.org	Phone: 714-940-6300
Phone: (909) 798-7531	Fax: 714-940-4920

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing

such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income,

interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of 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 the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained

herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS	WILLDAN ENGINEERING
By: _____	By: _____
Eddie Tejeda, Mayor	Vanessa Munoz, President/CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Services will include, but are not limited to:

A minimum of one (1) full-time Code Enforcement Officer to perform as-needed services for the City. Depending on the needs of the City, the number of staff may be increased to two full-time and one part-time officer. The assigned officer(s) shall be dedicated to working in partnership with residents, tenants, landlords, and business owners to promote and maintain a safe and desirable living and working environment. The assigned officer(s) shall work toward a goal of resolving problems efficiently and safely. Additionally, they shall have experience in investigative practices that aid in substantiating the validity of a complaint on a property and in turn addressing verified violations through proper due process noticing.

The assigned officer(s) shall

- Comply with the City's procedures for reporting inspection results and deficiencies.
- Use City inspection correction forms.
- Complete necessary digital entries that capture site inspection results, case status communications and any documentation of notices provided to responsible parties and stakeholders.
- Conduct follow-up inspections as needed.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and municipal staff on a daily basis as needed.

The most common areas of concern for the City are as follows:

- Blight Enforcement

Through field contact with tenants and property owners, work efficiently in providing guidance to address blighted conditions such as overgrown weeds, trash, debris, and graffiti.

- Vendor Enforcement

Education and enforcement of unpermitted vending activity, generate inspection reports, issue Administrative Citations to vendors. Specifically related to enforcement of unpermitted vending ordinances on municipality-owned or controlled property such as parks, public rights of way (sidewalks) and areas outside the permitted vending spaces.

- Sign Enforcement

Ensuring signage, advertisements, and public notices comply with established guidelines and regulations, fostering a well-informed and compliant community.

- Rental Housing Enforcement

Assist with the inspection of residential rental properties on a routine and comprehensive basis to assure the overall quality of the unit meets the requirements of the Health and Safety Code and property maintenance guidelines. This includes educating property owners, property managers, and tenants about those requirements.

Organics Inspection Services

Perform inspection site visits, including lid flipping of residential and commercial containers. Coordinate regular on-site inspections and evaluations of residential and business recycling efforts for compliance with SB 1383.

Record keeping; track compliance levels; addresses visited, and letters issued.

Ensure all residents and businesses have a green organic waste bin or the required 60-gallon (Tan) organics containers for businesses.

Qualifications

Code Enforcement personnel shall be certified through the International Code Council, CACEO, and/or other various training programs offered through accredited institutions. In addition, personnel shall a PC832.

Scheduled Hours of work

The assigned code enforcement officer(s) will work a 5/40 schedule from Tuesday through Saturday. The hours of work may fluctuate between 8 am and 4:30 pm and 1pm to 9 pm to address vendor enforcement in the afternoon, evening and weekend hours. Changes to the set schedule will be made with a minimum of two weeks' notice.

EXHIBIT "B"

Fee Schedule

Willdan shall provide contract code enforcement services to the City of Redlands for a flat hourly rate based on the rate schedule below. All contract code enforcement services shall be billed at the Code Enforcement Officer rate for all services outlined in the Scope of Work.

In the case additional services are requested during the term of this agreement, the following hourly rates will be applied.

Service Provided	Hourly Rate	Hourly Rate with Vehicle
Code Enforcement Officer	$75	$85
Code Enforcement Officer II	$85	$95
Code Enforcement Officer II	$95	$105
Code Enforcement Officer II	$115	$125
Code Enforcement Officer II	$135	$145
Overtime	Billed at 1.5 times the hourly rate	

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

WILLDAN ENGINEERING

By:_____ Date: _____
Vanessa Munoz, President/CEO

City Council Meeting **H. 18.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the sculpture artwork donation "*Reflections"* by artist Saim Caglayan, from Tampa Tarzana, LLC (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council agrees with the Commission's recommendation, the following motion has been provided:

I move that the City Council accept the donation of the sculpture artwork *Reflections.*

RECOMMENDATION:

Commission Recommendation:

At their regular meeting on May 9, 2022, the Cultural Arts Commission (Commission) unanimously recommended that the City Council accept the donation of this sculpture artwork.

Staff Recommendation:

Staff recommends City Council direct staff accordingly in regard to the donation of the sculpture artwork.

DISCUSSION:

The Cultural Arts Commission (Commission) promotes public interest in the Arts, recommends new art programs and funding for those programs, and recommends to the City Council policies to encourage, develop, and support the arts in Redlands. The Commission also advises the City Council on the administration of the City's Art in Public Places program.

In 2020, the City Council adopted Resolution No. 8069 establishing a donation acceptance policy that provides for uniform criteria and procedures to guide the review and acceptance of donations, confirm that the City has relevant and adequate resources to administer such donations and ensure that the City appropriately acknowledges the generosity of the donor. Per the Policy, all donations will be evaluated by the City prior to acceptance to determine whether the donation is consistent with the corresponding department or program's mandate; is in the City's best interest; and is consistent with applicable City laws, policies, ordinances, and resolutions.

Early in 2022, representatives of Tampa Tarzana, LLC, owners of La Farge Plaza (Owners), contacted one of the Commission members with a proposal to donate the subject artwork. The current location of the artwork is within the interior of La Farge Plaza, located on the northwest corner of the intersection of Eureka Street and West State Street. The Owners indicated that at sometime in the near future La Farge Plaza would be undergoing development changes, and they expressed interest in donating the piece to the City. Early in 2024, the Owners contacted the Commission member again and indicated they were ready to move forward with their plans for renovation and were interested in donating the artwork at this time.

Titled *Reflections*, the artwork by Saim Caglayan is composed of four white Carrara marble slabs, with black marble strips on the edges of the white marble. Joan Dotson, a Redlands resident that served eight years on the Redlands Planning Commission was personally responsible for the installation of five sculptures in public places in the City. One of the five pieces was *Reflections* by Saim Caglayan, which was commissioned in 1988 and placed as a fountain sculpture within the center of La Farge Plaza. Those five art pieces then inspired the Cultural Arts Commission in the 1980s to bring more public art to Redlands.

At their regular meeting on May 9, 2022, the Commission moved to recommend that the City Council accept the donation of the artwork titled *Reflections* from Saim Caglayan. At their regular meeting on May 13, 2024, the Commission voted unanimously to recommend the City Council that the sculpture artwork be installed at either the northwest corner of Center Street and Brookside Avenue or on the State Street side of the facility located at 300 E. State Street. The Commission also recommended that lighting be integrated into the display of the artwork and an informational plaque be placed in recognition of the artist and the long-term history of the artwork. The art has been appraised by the owner at a value of $96,000.

Both of the recommended locations currently have improvements underway, and authorization to install the artwork may be required. Therefore, staff recommends that if the City Council approve the donation of the artwork, the artwork will be stored until such time that a report can be brought to City Council for consideration of installation locations.

ALTERNATIVES:

City Council may elect not to accept the donation and provide alternative directions for staff.

STRATEGIC PLAN:

Supports Priority A - Quality of Life; Strategic Objective 1 - Beautification, Arts and Culture

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-25
Amount:	$5,000.00
Account No.:	101300

Discussion:

The cost of materials and labor related to the removal and storage of the sculpture artwork is estimated at $5,000. Sufficient funding for this expense is included in the Facilities & Community Services operating budget for Fiscal Year 2024-25 as approved by City Council.

Attachments

A. Donation Form
B. Reflections Photo and Artist Information
C. Proposed Installation Locations
D. Resolution 8069 Donation Policy (Reference)

City of Redlands
Donation Acknowledgement Form

Management Services/ Finance Department
Revenue Division
35 Cajon Street, Suite 15 B
Redlands, CA 92373
Phone: 909-798-7544

DONOR INFORMATION

Company/Individual: Tampa Tarzana, LLC

Contact person: Tiffany Martel

Address: [redacted]

City/State/Zip: Redlands CA 92373

Phone: [redacted] Email: [redacted]

DONATION INFORMATION

Amount of Monetary Donation: 95K - Reflections Sulpture

Stated Purpose for Donation: City of Redlands Public Art - Attn. Dennis Christensen

Any Donor-Specified Restrictions on the Use of the Donation:
per Dennis: "Reflections will be a welcome addition to the City of Redl

Donor Signature: Tiffany Martel

Date Accepted: _____

Signature of City Representative: _____

Thank you for your donation to the City of Redlands.
The Management Services/ Finance Department will be in touch with you shortly.
Your generosity is appreciated.


1C

ABOUT THE ARTIST – SAIM CAGLAYAN



Saim Caglayan was born in Istanbul, Turkiye and came to the United States in 1968 to study architecture. After three years his interest changed and he went on to complete his BA in Sculpture from California State University, Long Beach. For over twenty years he taught art at various California Community Colleges.

His love of landscape painting in 1996 motivated him to create Laguna Plein Air Painters Association. His goal was to revive the tradition of the early California painters who lived and painted in and near Laguna Beach. Today LPAPA, a non-profit, has become a well-respected art organization throughout the country.

Public Sculpture and Painting Collections

King Kaumualiʻi, Puaʻulaʻula State Park, Waimea, Kauaʻi
Kahala Resort, Oahu, Hawaii
Shell Oil Company, LaJolla, CA
Aitoku, Konan, Japan
Crafton Hills College Learning Center, CA
Festival of Arts Office, Laguna Beach, CA
La Farge Plaza Fountain, Redlands, CA
St. Joseph's Hospital of Orange, CA
Santa Rosa Memorial Hospital, CA
Memorial to the Sisters of St. Joseph, CA
Toastmasters International
Anitkabir Mausoleum of Ataturk, Turkey

Museum and Art Exhibitions

Laguna Art Museum California Open
Laguna Art Museum LPAPA invitational
San Bernardino County Art Museum California
Orange County Museum of Art
Festival of Arts, Laguna Beach
La Quinta Arts Festival
La Quinta Arts Foundation Desert Air
Curator, San Bernardino County Art Museum,
Women Sculptors of Southern CA Exhibit
Juror, Festival of Arts, Laguna Beach
Juror, San Bernardino County Art Museum
Juror, Golden West College Exhibit
Juror, Seal Beach Art Association
Juror, San Clemente Art Association

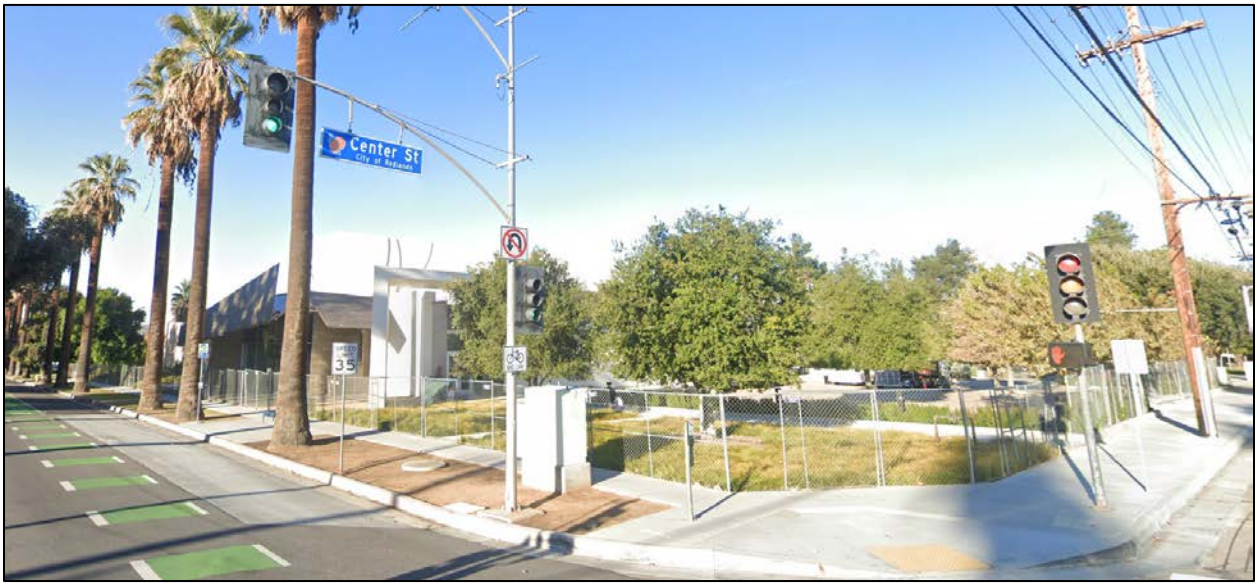
http://www.saimcaglayan.com/

https://www.facebook.com/ARTofSAIM/

https://www.instagram.com/saim_caglayan_art/?hl=en

PROPOSED LOCATION – 700 BROOKSIDE AVENUE (MUSEUM OF REDLANDS)





PROPOSED LOCATION AT 300 E. STATE STREET (FUTURE CITY HALL FACILITY)



RESOLUTION NO. 8069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A DONATION ACCEPTANCE POLICY

WHEREAS, as part of City staff's continuing effort to enhance the fiscal and operational practices of the City, a Donation Acceptance Policy has been developed and submitted to the City Council for review; and

WHEREAS, the purpose for establishing a Donation Acceptance Policy is to accept donations in a transparent and accountable manner that is consistent with the City's strategic goals when individuals, community groups, charitable organizations, and businesses wish to make donations to the City of Redlands; and

WHEREAS, the Donation Acceptance Policy will provide for uniform criteria and procedures to guide the review and acceptance of such donations, confirm that the City has relevant and adequate resources to administer such donations, and ensure that the City appropriately acknowledges the generosity of the donor; and

WHEREAS, California Education Code section 18920 provides the Library Board of Trustees with the authority to accept donations made to the A.K. Smiley Public Library, and as such, any donations made to the A.K Smiley Public Library are not subject to this policy;

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

Section 1. The City Council hereby rescinds Resolution 7868.

Section 2. The City Council hereby adopts the amended Donation Acceptance Policy attached hereto as Exhibit "A."

Section 3. This Resolution, and the Donation Acceptance Policy established by this Resolution, shall become effective April 15, 2020.

ADOPTED, SIGNED AND APPROVED this 15th day of April, 2020.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a special meeting thereof held on the 15th day of April, 2020, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

Exhibit "A"

City of Redlands

DONATION ACCEPTANCE POLICY
Amended April 15, 2020

PURPOSE

The purpose of this policy is to establish a policy that is consistent with the City's strategic goals for accepting donations in a transparent and accountable manner from individuals, community groups, charitable organizations, and businesses who wish to make donations to the City of Redlands. Additionally, this policy will provide for uniform criteria and procedures to guide the review and acceptance of such donations, confirm that the City has adequate resources to administer such donations, and ensure that the City appropriately acknowledges the generosity of the donor.

DEFINITIONS

Donation or Gift shall mean a monetary contribution, personal property, real property, equipment, or any other asset that the City has accepted and for which the donor has not received any legal consideration in return. For purposes of this Policy, the terms "donation" and "gift" shall be synonymous.

Donor shall mean a person or legal entity that proposes or provides a donation to the City.

Endowment shall mean monetary donations that are restricted by the respective donor to the extent that only earnings, and not principal, may be expended by the City for the donor's designated or intended purposes. Such donations are restricted donations in the sense that the donor-specified purpose is to preserve the corpus of the initial donation.

Restricted Donation shall mean monetary donations whose expenditure is restricted to a Donor-specified purpose, which may identify a particular City department, program, project, or other purpose as the beneficiary of the donation. For example: such donations may include the funds directed to support a public art initiative or to support construction of a skate park.

Unrestricted Donation shall mean a donation made to the City by a donor without any limitations or restrictions being placed upon its use.

GENERAL GUIDELINES

1. Donations do not become the property of the City until accepted by the City in a manner consistent with this Policy.
2. In the event that any City employee, volunteer, or elected official is offered a restricted donation on behalf of the City, that City employee, volunteer, or elected official shall direct the donor to provide such restricted donation directly to the City's Management Services / Finance Department for processing and acceptance.
3. The City's Management Services / Finance Department shall be responsible for authorizing acceptance of restricted donations.
4. In the event that any City employee, volunteer, or elected official is offered an unrestricted donation, they may accept the donation on behalf of the City and are required to bring the donation to the Revenue Division of the Management Services / Finance Department for

deposit.

5. In order to efficiently accept, expend, and account for funds donated to the City,

    a. The City Manager and his or her designee in coordination with the Management Services / Finance Department may review and decide to accept or decline individual donations up to the amount of $30,000.
    b. The City Council shall review and decide to accept or decline individual donations exceeding the amount of $30,000.

6. All donations will be evaluated by the City prior to acceptance to determine whether the donation is consistent with the corresponding department or program's mandate; is in the City's best interest; and is consistent with applicable City laws, policies, ordinances, and resolutions.

7. The City has no obligation to accept any donation proposed by a donor. The City reserves the right to decline any donation if, upon review, acceptance of the donation is determined in the sole discretion of the City to not be in the best interests of the City.

8. The City does not provide legal, accounting, tax or other such advice to donors. Each donor is ultimately responsible for ensuring the donor's proposed donation meets and furthers the donor's charitable, financial, and estate planning goals. As such, each donor is encouraged to meet with a professional advisor before making any donation to the City.

9. On behalf of the City and depending on the amount of an individual donation, the City Manager, or the City Council must determine whether an expenditure of City funds, either a direct outlay of City funds or the use of City employees and materials, is associated with or required by acceptance of that individual donation prior to acceptance.

10. The donation must be used for official City business, and not for political activities or other personal business. Donations may not confer a personal benefit to any City employee or City official.

11. No undue public benefit or similar advantage is to accrue to the donor or to any person affiliated with, related to, or not dealing at arm's length with the donor as a result of the donation.

12. A donor may restrict a donation for a particular City department, location or purpose, but not designate the City official who may use the donation.

13. If required, the City will report a donation made to the City to the Fair Political Practices Commission (FPPC) in accordance with the timelines and directives described in title 2, section 18944 of the California Code of Regulations.

14. If a donation to the City is made at an elected City official's behest from a single source in a calendar year, and the donation meets or exceeds the amount established by the FPPC, the elected City official must file a FPPC Form 803 with the City Clerk disclosing this information.

15. The City department or office administering the donation is responsible for acknowledging receipt of and thanking, on behalf of the City, the donors of donations.

16. The City shall comply with all applicable laws and regulations of the Internal Revenue Service regarding the acceptance of donations.

17. The City department or office administering the donation shall work with the Management Services / Finance Director or his or her designee to determine the appropriate accounting for the donation.

18. Donors are required to advise the City if the donor is making a donation to the City on a date that falls within thirty (30) days from when the donor, or the donor's organization or company, was, is, or plans to be involved with an application for a City permit or planning approval or with responding to an active City solicitation for goods and/or services.

POLICY

Unrestricted Donations of Monetary or Tangible Items

All donations to the City shall immediately be submitted for consideration for acceptance. City staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation.

A. Unrestricted monetary donations will be deposited into the City's General Fund donation account.

B. Donations for gratuitous purposes (e.g. holiday gift baskets, etc.) to any City employee are governed by the City's Gift Policy, as adopted by the City Council on September 3rd, 2008. In brief, it is the policy of the City to prohibit acceptance of gifts by City employees.

Council Notification: The Management Services / Finance Department will notify the City Council on an annual basis of all accepted and rejected monetary donations received and processed.

Restricted Donations of Monetary or Tangible Items

The Management Services / Finance Department will evaluate whether the donation:

- is in the City's best interest and is consistent with applicable City ordinances, resolutions, and policies;
- has any special restrictions and if so, if those restrictions are acceptable to the City;
- obligates the City to make an immediate or initial City expenditure which has not been included in the approved City budget; or
- creates a new, one-time or an on-going general maintenance obligation for the City.

Based on such evaluation, recommendations for acceptance or rejection of the donation will be made to the City Manager or his or her designee.

Donations of Real Property

All determinations for acceptance of donations of real property shall be made by the City Council.

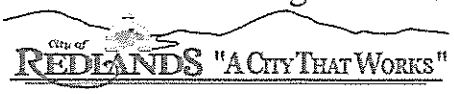
The Facilities and Community Services Department shall administer the donation of real property, in conjunction with any other City departments deemed appropriate.

Donations of Trust and Endowment Funds

Donations of trust and endowment funds shall be administered by the Management Services / Finance Department in accordance with Generally Accepted Accounting Principles applying the relevant Governmental Accounting Standards Board pronouncements.

In general, endowments exist to invest resources for the purpose of generating income. As such, in order for a donation to be considered for the establishment of an endowment fund at the request of the donor, the City in its sole discretion shall apply minimum dollar amount thresholds in keeping with the best interests of the City.

City of Redlands
Donation Acknowledgement Form



Management Services/ Finance Department
Revenue Division
35 Cajon Street, Suite 15 B
Redlands, CA 92373
Phone: 909-798-7544

DONOR INFORMATION

Company/Individual:

_____

Contact person:

_____

Address:

_____

City/State/Zip:

_____

Phone:_____Email: _____

DONATION INFORMATION

Amount of Monetary Donation:

_____

Stated Purpose for Donation:

_____

Any Donor-Specified Restrictions on the Use of the Donation:

_____

Donor Signature: _____

Date Accepted: _____

Signature of City Representative: _____

Thank you for your donation to the City of Redlands.
The Management Services/ Finance Department will be in touch with you shortly.
Your generosity is appreciated.

City Council Meeting **H. 19.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the in-kind support request of $6,848 from Kid's Cures Foundation, for the Downtown Redlands Artwalk to be held on October 27, 2024; a request to close East State and 5th Street; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the request for in-kind support for this event; and authorize the temporary street closures on October 27, 2024.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary street closure of East State St. and 5th St. on October 27, 2024, for the Artwalk event. Additionally, staff recommends that the City Council direct staff accordingly concerning the request for in-kind support.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city resources and facilities in support of a special event.

The Kid's Cures Foundation has reserved Ed Hales Park for Sunday, October 27, 2024, from 9:00 a.m. to 7:00 p.m., for the Downtown Redlands Artwalk event. They are also requesting approval to temporarily close East State Street from Orange Street to 7th Street and 5th Street from Redlands Boulevard to Orange Street Alley, for the event, from 7:00 a.m. to 8:00 p.m. Additionally, they are requesting in-kind support in the amount of $6,848 for departmental resources including police personnel, and the reservation of Ed Hales Park. The Kid's Cure Foundation anticipates an attendance of 2500 people and the presence of 45 vendors. In 2023, the City Council approved an in-kind support request for $8,344 relating to The Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation held on October 29, 2023. The Kid's Cures foundation is a non-profit organization operating out of the City of Beaumont, CA.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may deny the request or waive a portion of the fees.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Amber N. Davis, Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$6,848.00
Budgeted Y/N:	N

Discussion:
Please see the attached "Fiscal Impact" attachment for reference.

Attachments

In-Kind Support Request
Street Closure Request
Park Reservation Request
DTR Closure Map
Verification of NonProfit
Fiscal Impact

City of Redlands *In-Kind Support Request*

Event Name: Downtown Redlands Artwalk

Event Date(s): October 27, 2024 **Location(s):** State Street (orange to 7th), Ed Hales Park

Rain Out Date: **Beginning Time:** 9 am **End Time:** 7pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Looking to bring back the official DTR Artwalk we have held for many years. We are planning on including a Car/Motorcycle section with this event. We will have live music as many years past. Jacks Toys will also have an area for children and other business owners on the street are excited to be a part of this event.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — no parking signs, barricades blocking the street
- [x] Police (*Public Safety Personnel)* — security
- [ ] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Ed Hales Park
- [x] Facility — Port-a-Potties (4reg, 1 ADA, 1 handwash station), recycling event boxes

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: Kid's Cures Foundation

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** REDACTED

Does your Group/Organization Presently Have Liability Insurance? [ ] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past?

Primary Contact Name & Title: Jeff Platt, President

Mailing Address: 906 Beaumont Ave, Beaumont CA. 92223

Phone Number: 951-769-8700 **E-Mail Address:** info@kidscures.org

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Bring awareness to a great organization that was built from such a tragic loss. A commitment to bring funds to help/supply/show children that art can be therapeutic to their healing and struggle. This organization also provides gifts for children during the holidays so parents can focus on being with their children and not worry about them feeling left out when it comes to gifts and support.

Describe what economic benefit and impact this event will bring to the City:

It brings people to downtown state street where it benefits the businesses that are open on Saturday. Knowing that this giving city played a part in providing for children that are struggling is just another motion that reflects what this city stands for. We have businesses on State St that are involved in the return of this event. The last event was a great success with tons of positive feedback from so many people in the community. We had guests from out of state to come and visit Redlands and shop at the local businesses that were opened on Sunday.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1500	1500	25
Attendance: Non-Residents	1000	1000	20
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	N/A	N/A	N/A
Other			
Total Revenue	2500	2500	45

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Jessie Klaas **Title:** Main Event Coordinator

Please Print Your Name: Jessie Klaas **Date:** April 8th, 2024

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Event: DTR Artwalk - Fall 2024

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Jessie Klaas

To close (street names) State Street and Ed Hales Park

Between (street names) Orange and 7th. Ed Hales Park

On (date) 10/27/24 **Event times -** from (time) 9:00 ☑ am ☐ pm to (time) 7:00 ☐ am ☑ pm

Address of Applicant: 35015 Nicklaus Nook

Signature of Applicant: _____ Phone No. 909-205-2465

Condition(s): Permission to have signs up letting people know that the street will be closed in the morning.

Event Description: Official DTR ARTwalk of Redlands. Car show included

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ _____
   Chief of Police — Date

2. _____ _____
   Municipal Utilities & Engineering Department — Date

3. _____ _____
   Facilities & Community Services Department — Date

4. E. Reeves Digitally signed by Erik Reeves Date: 2024.06.18 17:39:49 -07'00' _____
   Risk Management Division — Date

Street Closure time: From 7 ☑ am ☐ pm To 8 ☐ am ☑ pm

Staff Notes:

CITY OF REDLANDS – FACILITIES & COMMUNITY SERVICES DEPARTMENT
FORMAL PARK RESERVATION REQUEST

35 Cajon Street, Suite 222, P.O. Box 3005, Redlands, CA 92373 (909) 798-7655

Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.

Date/Time of Activity 10/27/2024 Noon-6 Date/Time of Set-up 10/27/24 8-12pm Estimated Attendance 1500

Requested Park: Brookside Community Crafton Ed Hales Ford

Jennie Davis Prospect Smiley Sylvan Texonia Other_____

Name of Organization/Individual Downtown Redlands Artwalk/Jessie Klaas

Address 35015 Nicklaus Nook City Beaumont State CA Zip 92223

Phone (W/H) (909) 205-2465 (C) same (Email) isaeli@verizon.net

Nature of activity (describe in detail): An event that brings cities and people together for a safe, family friendly event.

Includes all types of Art Culture, Music and Classic Cars. We will be hosting a Trunk or Treat and have State Street businesses

involved in this event. Highlighting a great foundation called the Kid's Cures Foundation. Providing toys and new art supplies for these children.

☐ **City Department** ☐ **Redlands Resident** ■ **Non-Redlands Resident**

Type of Equipment Set-up by Event Coordinator(s)

Tables__Chairs__EZ Ups__Decorations__Flowers____Food____Stereo____Porta Potty____Temporary Trash Bins____ Electricity X__

Other _____

Type of Vendor/Service

Jumper____Caterer____Clown____Face painter_____Police_____Fire_____Other_____

Per Municipal Code 12.44.050 Outside sales are not allowed without express permission by the Quality of Life Director.
Per Municipal Code 12.44.190 No person shall cook or prepare on areas except for those specifically designated.
Per Municipal Code 5.04.090 All vendors are required to have a current business license with the City of Redlands.

Sylvan Park Picnic Areas

_____ **Section "A"** (select tables desired)

1 2 3 4 5 6 7 8 9
10 11 12 13 14 15 16 17 18
19 20 21 22 23 24 25 26

_____ **Section "C"** (select tables desired)

1 2 3 4 5 6 7

_____ **Gazebo** Times: _____ am/pm to _____ am/pm Total Hours ___

_____ **Covered Picnic Area** Times:_____ am/pm to _____ am/pm Total Hours ___

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment Speakers for music with mics and musical equipment

Nature of Use Live Family Friendly Bands Time of day to be used noon am/pm to 6

Chapter 12, Redlands Municipal Code

Applicant shall comply with all City laws governing use of Redlands parks. Applicant shall defend, indemnify and hold harmless the City and its respective officials, officers and employees from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by the approved reservation request (Permit). Applicant Initial _____

NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City who determines that any provision(s) of the City's Municipal Code have been violated.

Applicant may be required to provide the City, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or endorsement, as additional insureds, the City of Redlands and its respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity. Proof of Insurance Policy No. PLF047372-AA266163 Insurance Company ACT Insurance

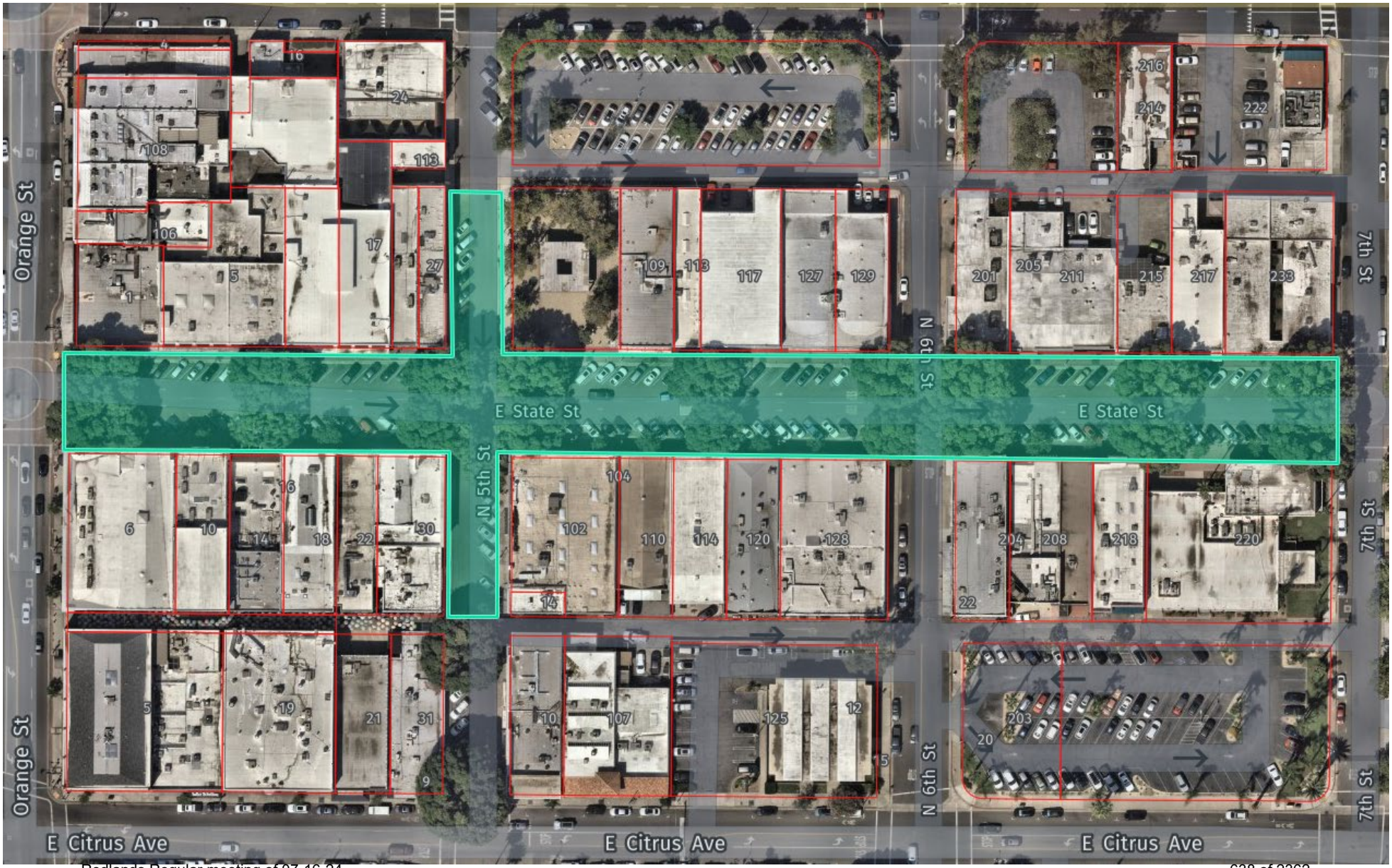
Signature of Applicant Jessie Klaas Date 04/12/2024

OFFICE USE ONLY

_ ____ Approved ____ Not Approved Authorized Signature _____ Date _____

Requirements: _____

DTR Artwalk Street Closure



Kids Cures Foundation

[redacted] Beaumont, California, United States

Other Names

OPERATION KIDZ KOMFORT

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

- FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_01.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_01.tif]
- FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_02.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_26-3909923_OPERATIONKIDZKOMFORT_10132009_02.tif]

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2010 Form 990-N (e-Postcard)

Tax Period:
2010 (01/01/2010-12/31/2010)

EIN:
[redacted]

Organization Name (Doing Business as):
OPERATION KIDZ KOMFORT

Mailing Address:
906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Principal Officer's Name and Address:
SHANNON C SMITH

906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Tax Year 2009 Form 990-N (e-Postcard)

Tax Period:
2009 (01/01/2009-12/31/2009)

EIN:
[redacted]

Organization Name (Doing Business as):
OPERATION KIDZ KOMFORT

Mailing Address:
906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Principal Officer's Name and Address:
SHANNON C SMITH

906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Gross receipts not greater than:

$50,000

Organization has terminated:
No

Website URL:

Tax Year 2008 Form 990-N (e-Postcard)

Tax Period:
2008 (01/01/2008-12/31/2008)

EIN:
[redacted]

Organization Name (Doing Business as):
OPERATION KIDZ KOMFORT

Mailing Address:
906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Principal Officer's Name and Address:
SHANNON C SMITH

906 BEAUMONT AVE
BEAUMONT, CA 92223
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2019 Form 990

- Tax Year 2018 Form 990
- Tax Year 2017 Form 990
- Tax Year 2016 Form 990
- Tax Year 2016 Form 990
- Tax Year 2015 Form 990
- Tax Year 2015 Form 990R

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024 Amount**	**Type**	**2023 Amount**
Police Personnel[1]	$4,864.00	Hard Cost	$5,450.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,200.00	Hard Cost	$2,800.00
Personnel & Equipment Subtotal	**$6,064.00**		$8,250.00
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	94.00
FCS Equipment	$690.00	Soft Cost	
Fire Equipment	$0.00	Soft Cost	
Fees Subtotal			
Total Departmental Charges and Fees	**$784.00**		$94.00
	$6,064.00 (hard) **$784.00** (soft) **$6,848.00 (Total)**		**$8,250.00** **$94.00** **$8,344.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$0.00	$0.00	$0.00	$0.00	$0.00

City Council Meeting **H. 20.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request to hold Vibe Health and Wellness Festival event hosted by University of Redlands, Alliance For Community Transformation and Wellness (ACTW) on September 29, 2024, within Sylvan Park and the surrounding area; authorize street closures related to the event; approve a request for in-kind support in the amount of $13,820 related to the event and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the requests are appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize the expenditure of city resources and in-kind support related to this event, and approve the associated street closures.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly concerning the request for in-kind support and approve the temporary street closures related to the event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city resources and facilities in support of a special event.

The Alliance For Community Transformation and Wellness has reserved Sylvan Park for the annual Vibe Health and Wellness Festival event on Sunday, September 29, 2024, from 6:00 a.m. to 1:00 p.m. This request also includes the temporary closure of portions of East High Avenue, Division Street, East Park Avenue, North University Street, Sylvan Boulevard, North Grove Street, East Brockton Avenue, and Chapel Street for a 5k family fun run as well as the in-kind support in the amount of $13,820 for departmental resources including Police personnel, and Facilities and Community Services personnel and equipment, and the reservations for Sylvan Park. Alliance For Community Transformation and Wellness is a non-profit organization operating out of the City of Redlands, CA. According to the submitted application, the event will highlight the eight domains of health and wellness.

Furthermore, the event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Amber N. Davis, Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$13,820.00

Discussion:

Please see the "Fiscal Impact" for reference.

Attachments

In-Kind Support Request
Park Reservation Request
Street Closure Request
Street Closure Map
Verification of NonProfit
Traffic Diversion Plan
Fiscal Impact

City of Redlands

In-Kind Support Request

Event Name: VIBE Health and Wellness Festival and 5K Family Fun Run

Event Date(s): 9/29/2024 **Location(s):** Sylvan Park

Rain Out Date: **Beginning Time:** 6:00 am **End Time:** 1:00 pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

The Alliance for Community Transformation and Wellness (ACTW) group at University of Redlands (501C) are asking for city support to hold the 2nd Annual VIBE festival and 5K in and around Sylvan Park.

Select and Describe All City Provided Services That May Apply to Your Request :

- ☐ Traffic (*Personnel, equipment, cones, barricades, no-parking* — Street closures and setup
- ☐ Police (*Public Safety Personnel*) — Traffic and safety
- ☐ Fire (*Paramedics, Inspectors*) — Paramedic support for 5K participants
- ☐ Parks (*Cleanup Personnel, Ball Field Lights*) — Sylvan Park reservation, park attendant
- ☐ Facility — Show Mobile stage rental and transportation

Refuse/Recycling (*Event Receptacles, Roll-Off Service*) acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- ☐ Other — Event boxes throughout the park

Group/Organization Name: University of Redlands, ACTW

Is your Group/Organization a Registered Non-Profit: ☐ Yes ☐ No **Non-Profit Federal Tax ID Number:** 95-1643389

Does your Group/Organization Presently Have Liability Insurance? ☐ Yes ☐ No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes, 2023

Primary Contact Name & Title: Lana Frausto, ACTW Board Secretary

Mailing Address: 1200 E Colton Ave, Redlands CA 92374

Phone Number: (909) 485-4129 **E-Mail Address:** lanafrausto@gmail.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this	Support heath and wellness for the Redlands community
Describe what economic benefit and impact this event will bring to the City:	Provides free event for the city to educate and encourage healthy living/lifestyle, while highlighting the 8 domains of wellness: Physical, Emotional, Social, Intellectual, Environmental, Spiritual, Vocational, and Financial. Physical activity for all ages (5K as well as Family Fun Run through park).

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	500	500	20
Attendance: Non-Residents	100	100	
Food & Beverage Sales	20	20	
Merchandise Sales	15	15	
Ticket/Entrance Fees	FREE	FREE	
Other			
Total Revenue			

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: M.E. **Title:** Active Board Secretary

Please Print Your Name: M.E. FRAUSTO **Date:** 4/29/2024

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

CITY OF REDLANDS – FACILITIES & COMMUNITY SERVICES DEPARTMENT
FORMAL PARK RESERVATION REQUEST

35 Cajon Street, Suite 222, P.O. Box 3005, Redlands, CA 92373 (909) 798-7655

Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.

Date/Time of Activity 9/29/2024 Date/Time of Set-up 6AM Estimated Attendance 300

Requested Park: Brookside Community Crafton Ed Hales Ford
Jennie Davis Prospect Smiley Sylvan Texonia Other SYLVAN

Name of Organization/Individual ALLIANCE FOR COMMUNITY TRANSFORMATION AND WELLNESS

Address 1200 EAST COLTON, City REDLANDS State CA Zip 92374

Phone (W/H) 9094854129 (C) (Email) LANAFRAUSTO@GMAIL.COM

Nature of activity (describe in detail): HEALTH AND WELLNESS, 5K/FAMILY FUN RUN.
VENDORS WILL PROVIDE RESOURCES TO COMMUNITY
SPEAKERS WILL SHARE IN BEST PRACTICES

☐ **City Department** ■ **Redlands Resident** ☐ **Non-Redlands Resident**

Type of Equipment Set-up by Event Coordinator(s)

Tables __ Chairs __ EZ Ups __ Decorations __ Flowers ___ Food ___ Stereo ___ Porta Potty ___ Temporary Trash Bins ___ Electricity XX
Other _____

Type of Vendor/Service

Jumper ___ Caterer ___ Clown ___ Face painter ___ Police ___ Fire ___ Other _____

Per Municipal Code 12.44.050 Outside sales are not allowed without express permission by the Quality of Life Director.
Per Municipal Code 12.44.190 No person shall cook or prepare on areas except for those specifically designated.
Per Municipal Code 5.04.090 All vendors are required to have a current business license with the City of Redlands.

Sylvan Park Picnic Areas

XX **Section "A"** (select tables desired)
1 2 3 4 5 6 7 8 9
10 11 12 13 14 15 16 17 18
19 20 21 22 23 24 25 26

XX **Section "C"** (select tables desired)
1 2 3 4 5 6 7

XX **Gazebo** Times: 6AM am/pm to 1PM am/pm Total Hours 7

XX **Covered Picnic Area** Times: 6AM am/pm to 1PM am/pm Total Hours 7

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment _____

Nature of Use _____ Time of day to be used _____ am/pm to _____
Chapter 12, Redlands Municipal Code

Applicant shall comply with all City laws governing use of Redlands parks. Applicant shall defend, indemnify and hold harmless the City and its respective officials, officers and employees from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by the approved reservation request (Permit). Applicant Initial LF

NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City who determines that any provision(s) of the City's Municipal Code have been violated.

Applicant may be required to provide the City, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or endorsement, as additional insureds, the City of Redlands and its respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity. Proof of Insurance Policy No. _____ Insurance Company _____

Signature of Applicant M.E. Frausto Date 4/26/2024

OFFICE USE ONLY

__ ____ Approved ____ Not Approved Authorized Signature _____ Date _____

Requirements: _____

Event: VIBE Health and Wellness Family Fun Run and 5K

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Alliance for Community Transformation and Wellness (ACTW)

To close (street names) See Attached Street Closure

Between (street names) _____

On (date) 9/29/20 **Event times -** from (time) 6 ☑ am ☐ pm to (time) 1 ☐ am ☑ pm

Address of Applicant: 1200 East Colton Avenue, Redlands, CA 92374

Signature of Applicant: _____ Phone No. 9094854129

Condition(s): _____

Event Description: Health and Wellness Fair and 5k and Family Fun Run

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ _____
   Chief of Police — Date

2. _____ _____
   Municipal Utilities & Engineering Department — Date

3. _____ _____
   Facilities & Community Services Department — Date

4. _____ _____
   Risk Management Division — Date

Street Closure time: From _____ ☐ am ☐ pm To _____ ☐ am ☐ pm

Staff Notes:

Street Closures

The following street closures are proposed for the event.

1. High Ave. between Chapel St. and Division St.
2. Division St. between E High Ave. and Park Ave.
3. E Park Ave. between Division Street and University Street.
4. N University Street between E Park Ave and Brockton Ave.
5. Sylvan Blvd between N University St and N Grove St.
6. N Grove St between Sylvan Blvd and E Brockton Ave
7. E Brockton Ave between N Grove St and N University St.
8. E Colton Ave between Chapel St. and N Grove St

Street closures will likely last two hours from 7:00 to 10:30 a.m. (estimated time when last runner will finish the 5K).

Roads will remain open and accessible to emergency vehicles as well as any residents that live on a street that is closed.



University of Redlands

EIN: [redacted] | Redlands, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2008 Form 990-N (e-Postcard)

Tax Period:
2008 (07/01/2008-06/30/2009)

EIN:
[redacted]

Organization Name (Doing Business as):
UNIVERSITY OF REDLANDS

Mailing Address:
1231 East Colton Ave PO Box 3080
Redlands, CA 92374
United States

Principal Officer's Name and Address:
University of Redlands Office of Community Service Learning

1231 East Colton Ave PO Box 3080
Redlands, CA 92374
United States

Gross receipts not greater than:
$50,000

Organization has terminated:

No

Website URL:
www.redlands.edu

Tax Year 2007 Form 990-N (e-Postcard)

Tax Period:
2007 (07/01/2007-06/30/2008)

EIN:
[redacted]

Organization Name (Doing Business as):
UNIVERSITY OF REDLANDS

Mailing Address:
1231 East Colton Ave
T913
Redlands, CA 92374
United States

Principal Officer's Name and Address:
Kelly Burns

1231 East Colton Ave
T913
Redlands, CA 92374
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2022 Form 990T

Organization Name:
UNIVERSITY OF REDLANDS

EIN:
[redacted]

Tax Period:
202206

Return ID:
3873151

Filing Type:
E

Return Type:
990T

Copy of Return:
2022 Form 990T Filing
[https://apps.irs.gov/pub/epostcard/cor/951643389_202206_990T_20230523212945554.pdf]

Tax Year 2022 Form 990

Organization Name:
UNIVERSITY OF REDLANDS

EIN:
[redacted]

Tax Period:
202206

Return ID:
4283195

Filing Type:
E

Return Type:
990

Copy of Return:
2022 Form 990 Filing
[https://apps.irs.gov/pub/epostcard/cor/951643389_202206_990_20230609214193357.pdf]

Tax Year 2021 Form 990T

Organization Name:
UNIVERSITY OF REDLANDS

EIN:
[redacted]

Tax Period:

202106

Return ID:
3413593

Filing Type:
E

Return Type:
990T

Copy of Return:
2021 Form 990T Filing
[https://apps.irs.gov/pub/epostcard/cor/951643389_202106_990T_2022042219930229.pdf]

Tax Year 2021 Form 990

Organization Name:
UNIVERSITY OF REDLANDS

EIN:
[redacted]

Tax Period:
202106

Return ID:
3571682

Filing Type:
E

Return Type:
990

Copy of Return:
2021 Form 990 Filing
[https://apps.irs.gov/pub/epostcard/cor/951643389_202106_990_2022052420123987.pdf]

Tax Year 2020 Form 990

Tax Year 2020 Form 990T

Tax Year 2019 Form 990

Tax Year 2019 Form 990T

- Tax Year 2018 Form 990
- Tax Year 2018 Form 990T
- Tax Year 2017 Form 990
- Tax Year 2017 Form 990T
- Tax Year 2017 Form 990T
- Tax Year 2016 Form 990
- Tax Year 2016 Form 990T

Vibe

Health and Wellness Festival
5k & Family Fun Run

TRAFFIC PLAN

Sunday, September 29, 2024

Event Information

Event Organizer: Alliance for Community Transformation and Wellness (ACTW)

Race Coordinator: Ken Lane, (909) 725-5776, KENLANE@AOL.COM

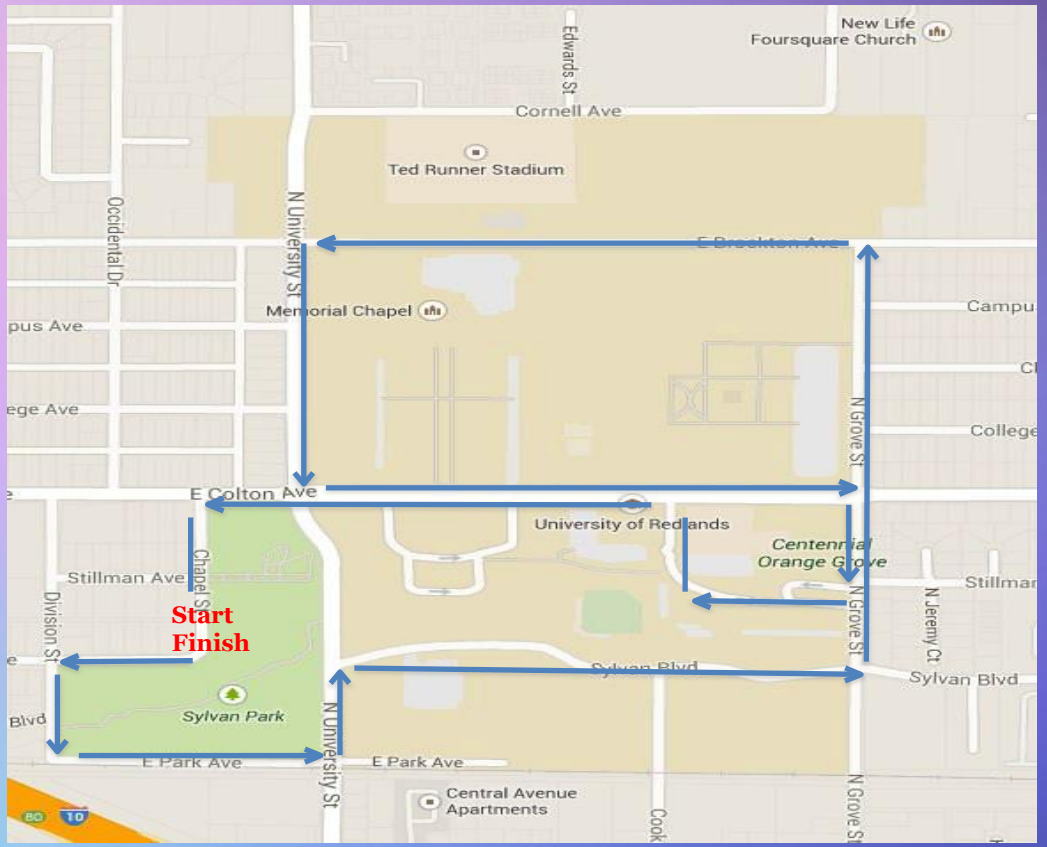
Race Day Schedule

- Morning Checking **7 am**
- 1K Family Fun Run **7:45 am**
- 5K Race Start: **8 am**
- Last Finisher: **9:30 am**
- Awards: **10 am**
- Cleanup: **10-11 am**

Breakfast: TBD? Patty

5K Course

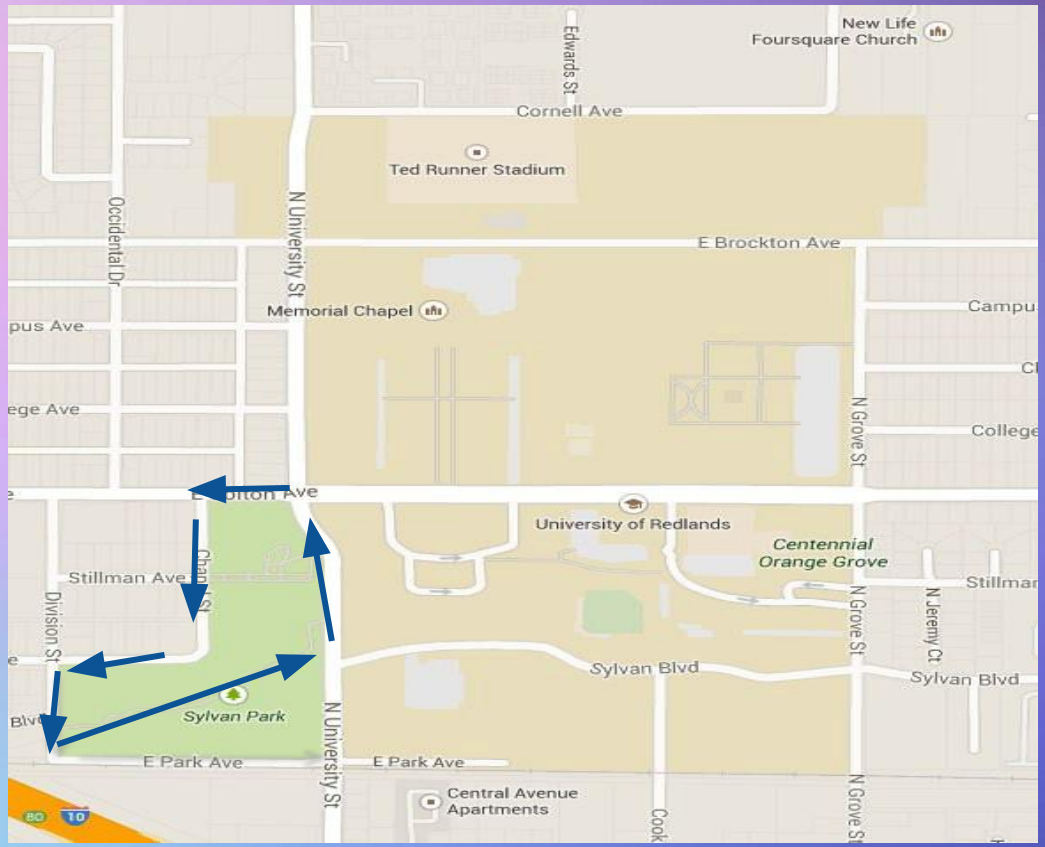
1. Start in Sylvan park on the corner of Chapel St. and Division St.
2. Participants will run west on E High Ave
3. South on Division St.
4. East on E Park Ave
5. North on University
6. East on Sylvan Blvd
7. North on Grove St
8. West on Brockton Ave.
9. South on University
10. East on Colton Ave
11. South on Grove St
12. West on Unnamed University Road (see photos)*
13. North on Unnamed University Road (see photos)*
14. West on E Colton Ave.
15. South on Chapel St. to the Finish



Family Fun Run 1k

The kids (12 and under) 1K fun run course will be the same as every other year:

1. Start in Sylvan park on the corner of Chapel St. and Division St.
2. Participants will run west on E High Ave
3. South on Division St.
4. East along the path in Sylvan Park to University St.
5. North on University
6. West on Colton Ave.
7. South on Chapel St. to the Finish



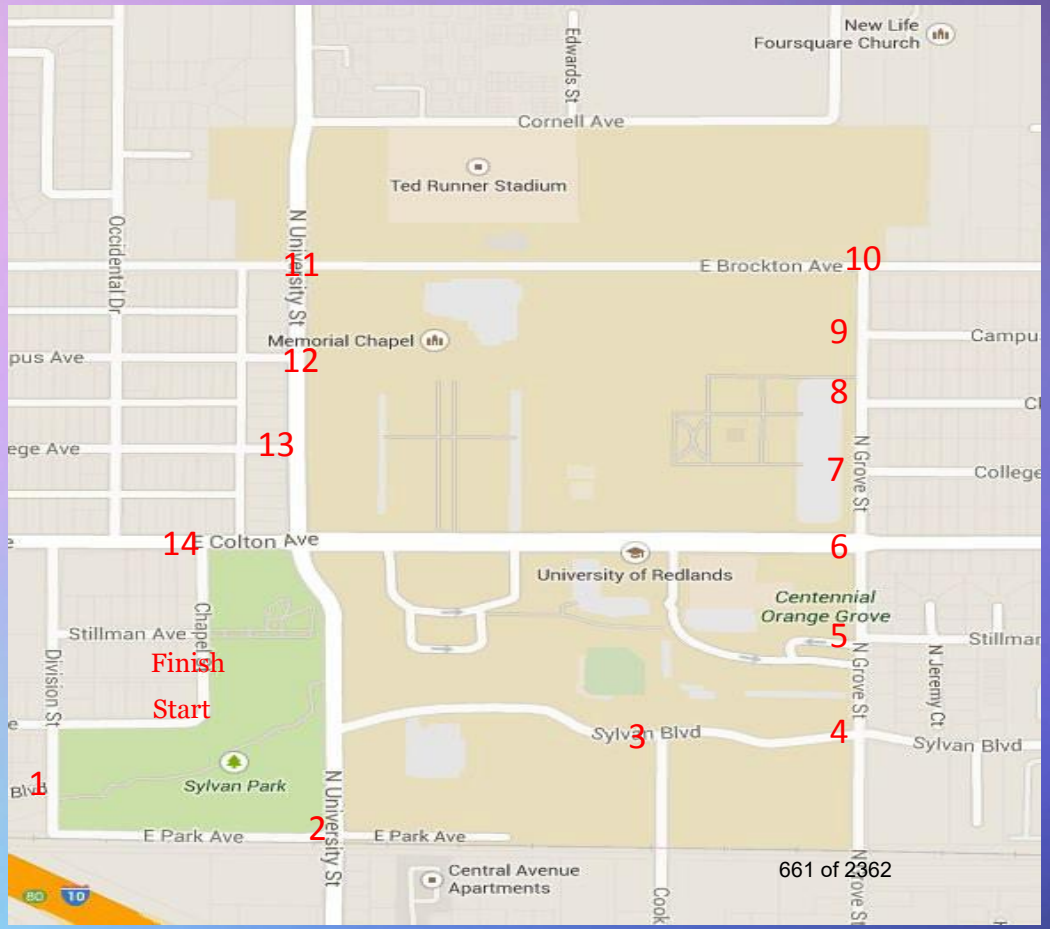
Traffic Monitor Locations (Alana/Janee/Lorena will work with Uof F trackand)

Traffic Monitor Intersections:

1. Division Street and E High Ave.
2. Sylvan Blvd and Cook St.
3. N University Ave and E Park Ave.
4. Grove St. and Sylvan Blvd.
5. Grove St. and Stillman Ave.
6. Grove St. and E Colton Ave.
7. Grove St. and College Ave.
8. Grove St. and Clock Ave.
9. Grove St. and Campus Ave.
10. Grove St. and E. Brockton Ave.
11. N. University St. and Brockton Ave.
12. N. University St. and Campus Ave.
13. N. University St. and College Ave.
14. E Colton Ave. and Chapel St.

At least two monitors will be at each intersection.

Busier intersections (2, 4, 6, 10, 11, and 14) will have 4 monitors.



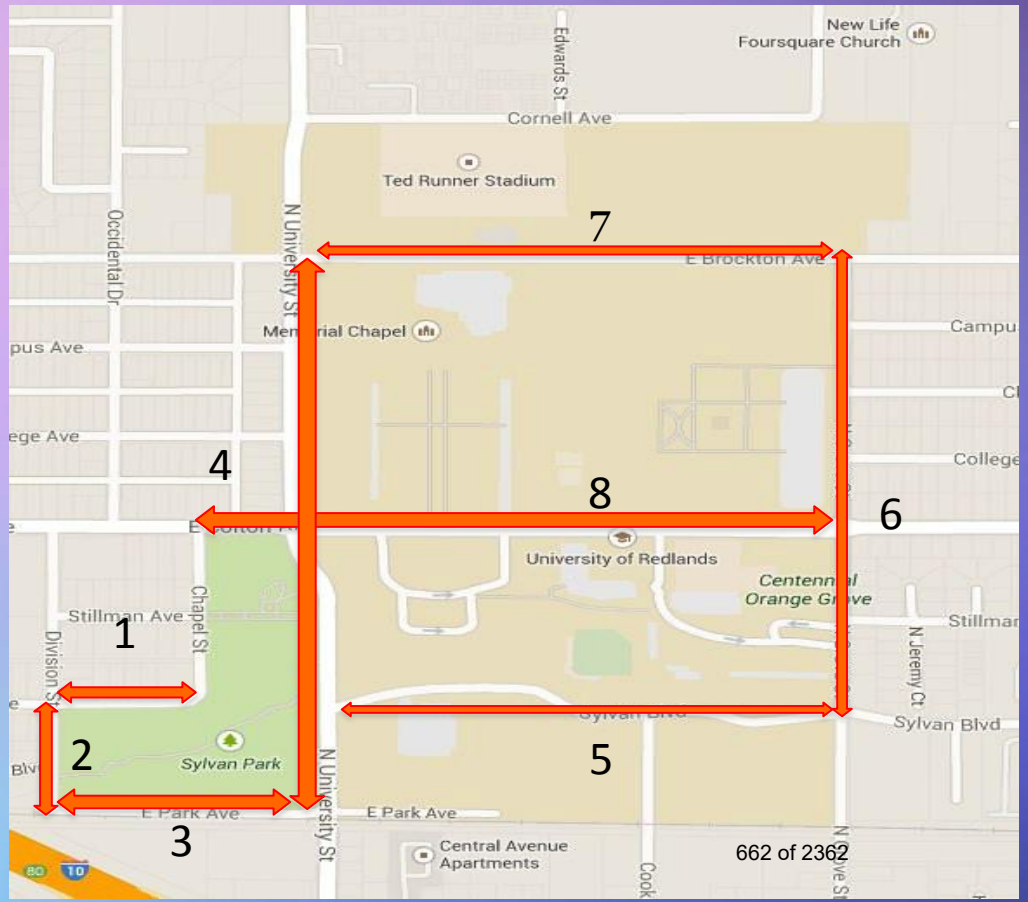
Street Closures

The following street closures are proposed for the event.

1. High Ave. between Chapel St. and Division St.
2. Division St. between E High Ave. and Park Ave.
3. E Park Ave. between Division Street and University Street.
4. N University Street between E Park Ave and Brockton Ave.
5. Sylvan Blvd between N University St and N Grove St.
6. N Grove St between Sylvan Blvd and E Brockton Ave
7. E Brockton Ave between N Grove St and N University St.
8. E Colton Ave between Chapel St. and N Grove St

Street closures will likely last two hours from 7:00 to 10:30 a.m. (estimated time when last runner will finish the 5K).

Roads will remain open and accessible to emergency vehicles as well as any residents that live on a street that is closed.



Start/Finish Line (Ken with sponsor deadline)

The race start is at E High Ave and the finish line is on Chapel Ave.

Double sided START/FINISH sign with sponsor logos, attached to road barricades.

One EZ up is near the finish line and used by the timing company. Two other EZ ups are placed on the curb which are for volunteer check-in and First Aid.

There are other EZ ups placed further back in the park which are for participants check-in and same day registration.

Safety (Patty)

First Aid

- One EMT located at start/finish line.
- Area Urgent Care / ER notified of event
- Any other provisions/recommendations from the City

Post Race Overview

- Potential post race expo involving local vendors/sponsors
- Hand out participant t-shirts
- Awards
- Appropriate health permits (as needed) for post-race food (bananas and orange slices)
- Port-a-potties + hand wash stations at start/finish line
- Clean-up area and dispose of trash

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024 Amount**	**Type**	**2023 Amount**
Police Personnel[1]	$11,250.00	Hard Cost	$11,250.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,650.00	Hard Cost	$2,100.00
Personnel & Equipment Subtotal	**$12,900.00**		$13,350.00
Fees Established by City Council Resolution			
Park Reservation	$225.00	Soft Cost	$121.00
FCS Equipment	$695.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$920.00**		
Total Departmental Charges and Fees	**$920.00**		$121.00
	$12,900.00 (hard) **$920.00** (soft) **$13,820.00 (Total)**		**$13,350.00** **$121.00** **$13,471.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$0.00	$0.00	$0.00	$0.00	$0.00

City Council Meeting **I. 1.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Redlands Conservancy Report presented by Executive Director Sherli Leonard (Facilities and Community Services Director Crocker)

DISCUSSION:

For this evening's City Council Meeting, Executive Director Sherli Leonard will be presenting an annual report for the Redlands Conservancy.

City Council Meeting **J. 1.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8611- Delinquent Municipal Services Account Report
(Mayor to declare the meeting open as a public hearing)

A. Resolution No. 8611 will approve the Delinquent Municipal Services Account Report and submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing (Management Services/Finance Director Garcia)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon City Clerk for comments/questions/testimony received from members of the public.
5. Mayor closes the public hearing.
6. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8611.

RECOMMENDATION:

Staff recommends that the Council adopt Resolution No. 8611, a resolution of the City Council of the City of Redlands approving the Delinquent Municipal Services Account Report and subsequent submittal of this report to the Auditor-Controller of San Bernardino County for recordation of a Special Assessment on the 2024-2025 tax roll against properties resulting from

non-payment of certain City of Redlands municipal services accounts.

DISCUSSION:

To maintain healthy and sanitary conditions, Redlands Municipal Code Section 13.64.070 states that "The fact that any property is occupied shall be prima facie evidence that solid waste is being generated and accumulated upon such property and that service charges for the collection and disposal thereof are due to the City. Every person owning or occupying any property in the City shall keep such property in a clean and sanitary condition and shall not cause or permit solid waste to collect or accumulate upon; provided, however, that this provision shall not be construed to interfere with any customer keeping building materials upon property during the construction, reconstruction, or repair of a building or structure thereon under a valid building permit, nor with the keeping of wood neatly piled upon such property for household use." This section further states, "Every property shall subscribe to automated or non-automated solid waste services. It is unlawful for any property to keep, accumulate, or permit to be kept or accumulated, any solid waste in or upon any private place unless the same shall be in a container for such as specified in this chapter. It is unlawful for any property to fail or neglect to provide for the removal of solid waste from such property in accordance with the provisions of this chapter."

The Customer Service Division's standard procedures include regular bills, reminder notices, final notices, courtesy phone calls, and special certified letters when attempting to collect payment for delinquent municipal service bills, which include solid waste and recycling services, household hazardous waste disposal services, and street cleaning services. Delinquent accounts are sent letters indicating that the City may move forward with procedures in accordance with the Redlands Municipal Code section 13.64.060 "B" which states, in part, that "In addition to any other remedies it may have for the collection of delinquent accounts, the city may cause notice of a hearing on delinquent accounts in accordance with Government Code sections 25830.1 and 38790.1. Such notice shall be mailed to property owners listed as delinquent accounts not less than ten (10) days prior to the date of the hearing. At the hearing, the City Council shall hear any objections or protests of such property owners. The City Council may make such revisions, corrections or deletions to the report of delinquent accounts as it deems just, after which, by resolution, the report shall be confirmed. The delinquent charges set forth in the delinquent account report may be placed as a lien on such properties for the amount of such delinquent charges plus legal fees and administration costs. A certified copy of the confirmed report shall be filed with the city clerk, for the current tax roll."

Thirty-nine (39) letters were mailed to property owners on July 1, 2024, providing them with notice that the City Council would hold a public hearing on July 16, 2024 "to consider the submittal of a report to the Auditor-Controller of San Bernardino County for recordation of a special assessment on the 2024-2025

tax roll against [their specific] property resulting from non-payment of a City of Redlands municipal services account".

If these delinquent accounts are not paid by August 23, 2024, they will be included on the 2024-2025 tax roll that staff will submit to the County no later than the final deadline of August 30, 2024. Staff will accept payments on delinquent accounts up until August 23rd, such that any and all accounts that are brought current as a result will be excluded from the list being sent to the County for recordation.

The cost to apply a Special Assessment to the next tax roll is $1.20 per submission, charged to the property owner. At the time the notices were prepared for mailing, 39 accounts totaling $37,609.86 were delinquent. However, the amounts reported to the County Auditor-Controller for inclusion on the tax roll may be less if any or all of these accounts are paid by August 23, 2024. For accounts that are still active and receiving service, additional bi-monthly charges will continue to accrue and will be billed to the current accounts of record. In the event the accounts fail to pay future bills in a timely manner and additional delinquencies accrue, future special assessments may be placed on the tax roll to secure payment from the customer.

ALTERNATIVES:

The City Council could direct staff to enlist the services of a collection agency for all delinquent accounts, including owner-occupied, that would attempt to collect the delinquent revenues due the City. This option would require the city to forfeit a portion of any amounts the collection agency was successful in collecting on behalf of the City, which is approximately 30% of the total receivable. It may also have an adverse effect on the account holder's credit score.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Aimee Hoover, Revenue Manager

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$37,609.86
Budgeted Y/N:	Y
Account No.:	various

Discussion:

Approval of this resolution will provide for escalated procedures in an attempt to capture $37,609.86 in lost revenue associated with municipal services rendered.

Attachments

Sample Customer Letter

Resolution for Delinquent Municipal Service Accounts

Preliminary Delinquent Municipal Utility Accounts

July 1, 2024

CUSTOMER NAME
CUSTOMER ADDRESS
CITY, STATE ZIP

RE: APN # 0292491050000
PREMISE ADDRESS: #### W SAN BERNARDINO AVE
DELINQUENT BALANCE AS OF THIS NOTICE: $XXX.XX

NOTICE OF PUBLIC HEARING

This notice is to inform you that on Tuesday, July 16, 2024, at 6:00 p.m. in the City of Redlands Council Chambers located at 35 Cajon St., Suite 2, Redlands, California, the Redlands City Council will hold a public hearing to consider the submittal of a report to the Auditor of San Bernardino County for recordation of a Special Assessment on the 2024-2025 tax roll against your property resulting from non-payment of a City of Redlands municipal services account. As the property owner of record, you have the opportunity to present to the City Council comments and/or testimony regarding this matter.

To prevent this impending lien action, please remit your past due balance in full no later than Friday, August 23, 2024.

Please be informed that if the assessment is imposed on your property, the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of a property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

For questions regarding this matter, please contact Cindy Tryon, Utility Customer Service Supervisor, at (909) 798-7678 Ext. 1, or Aimee Hoover, Revenue Manager at (909) 798-7596.

Sincerely,

Danielle Garcia
Management Services/Finance Director

RESOLUTION NO. 8611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DELINQUENT MUNICIPAL SERVICES REPORT AND SUBMITTAL OF THE REPORT TO THE AUDITOR OF SAN BERNARDINO COUNTY FOR LIEN PROCESSING

WHEREAS, the City of Redlands has provided service and properly billed and noticed delinquent accounts based on a preliminary report dated June 28, 2024 for solid waste and recycling collection and disposal, household hazardous waste disposal, and street cleaning services; and

WHEREAS, certain property owners receiving such services, as shown on the last available assessment roll, have failed to take action to pay the outstanding delinquent balance owed to the City; and

WHEREAS, measures are being taken in accordance with Chapter 13.64 of the Redlands Municipal Code which states "…in the event of non-payment of any portion of the municipal services statement, any charges for service shall be deemed the responsibility of the property owner and may result in a lien against the property;" and

WHEREAS, pursuant to Chapter 13.64 of the Redlands Municipal Code, a duly noticed public hearing was held on July 16, 2024, so that the property owners could object or protest the proposed adoption of this resolution, and

WHEREAS, the City Council of the City of Redlands, having considered the delinquent solid waste service accounts, together with any objections and protests by property owners, desires to declare the delinquent accounts as special assessments and cause such accounts to be recorded as a lien against the properties benefitting from the provision of such services.

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. The City Council approves the submittal of delinquent solid waste service accounts to the auditor of San Bernardino County, who will record and enter the assessments on the property tax roll against the properties that remain delinquent as of August 26, 2024.

Section 2. The City Clerk of the City of Redlands is hereby authorized and directed to send a certified copy of this resolution, to the auditor, or the officer holding the equivalent position of auditor, for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

July 16, 2024 Report Preliminary
Delinquent Municipal Services Accounts

APN		Total Account Balance
0300361070000		$ 130.52
0300272230000		$ 93.28
0300355100000		$ 93.58
0300481010000		$ 130.52
0300511040000		$ 373.12
0300215240000		$ 768.18
0300431150000		$ 92.58
0300141140000		$ 93.28
0300373010000		$ 169.51
0301151520000		$ 214.90
0300262050000		$ 542.46
0300041070000		$ 130.52
0300051010000		$ 279.84
0300215250000		$ 373.12
0300215580000		$ 194.72
0300161330000		$ 93.28
0300431050000		$ 93.28
0301191120000		$ 559.68
0301141260000		$ 178.08
0300371070000		$ 93.28
0300151070000		$ 25.41
0300262120000		$ 93.28
0300272270000		$ 178.08
0300361040000		$ 93.28
0300272020000		$ 93.28
0300201090000		$ 93.28
0300215300000		$ 93.28
0311431200000		$ 130.52
0300131160000		$ 542.46
0300403250000		$ 93.28
0300394070000		$ 93.28
0294091450000		$ 80.14
0300123030000		$ 185.87
0300061290000		$ 261.04
0300631080000		$ 93.28
0300231560000		$ 93.28
0167681070000		$ 5,271.16
0169212220000		$ 25,304.65
0294121350000		$ 93.28
Total All Parcels		**$ 37,609.86**
Count		**39**

City Council Meeting **J. 2.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8618 - Delinquent Administrative Citation and Fine Report
(Mayor to declare the meeting open as a public hearing)

A. Resolution No. 8618 will adopt the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for Lien Processing (Facilities and Community Services Director Crocker)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8618.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8618, and approve the delinquent fines report and submittal of a Notice of Lien to the San Bernardino County Auditor- Controller/Treasurer/Tax Collector for recordation as a special assessment on the 2023-2024 tax roll against the properties identified

in the report resulting from non-payment of City of Redlands' administrative citation fines.

DISCUSSION:

The property owners, identified in the report, have been found in violation of various sections of the Redlands Municipal Code (RMC). To date, 52 delinquent administrative citations have been issued to the property owners listed in the report with a total unpaid fine balance of $53,325 as of July 1, 2024. In this report, the delinquent 52 administrative citations are related to Chapter 5.04 business license required, Chapter 2.24, 8.04, 8.08, 8.10, 8.20, 8.72, 9.16, 9.32, property maintenance, weeds, trash, graffiti, permits needed, noise disturbance, inoperative vehicles, vacant registration, prohibited RV/boat parking, emergency response, unlawful possession, unsightly appearance, fire hazard, public nuisance, Chapters 12.12, 12.32, 12.46, 13.52, 13.54, 15.04, 15.36, 18.164, 18.168, 18.188, 18.20, HS17920.3 - permits not obtained, mechanical/ electrical/building code violations, property alteration of buildings, no landscaping or maintenance of parkway, unsecured property, illegal grading/no permit, maintenance, lack of paint, dumping/burying, prohibited acts/open space, no address posted, premature demo, CUP needed, prohibited signs, buildings not for human habitation, and items in the parkway.

Section 1.22.140 (B) of the RMC states that the fines levied by administrative citations are deemed a special assessment against each lot or parcel of land upon which the violation existed, and as thus made and confirmed, shall also become the personal obligation of each lot or parcel of land. Prior to recording a lien against a property, a report must be prepared by the City Manager in accordance with Section 1.22.140 (B), detailing the fines and additional information on the property and violation. A comprehensive report of the fines and corresponding information has been prepared by staff in accordance with the Redlands Municipal Code and is attached for the City Council's reference. Recording a lien for non-payment does not relieve the property owner from correcting the violation.

The property owners were mailed a notice of the City Council's consideration of this report on July 1, 2023, which specifies that objections may be presented at the hearing or filed in writing five days in advance of the hearing. The City Council must consider the report, together with any objections or protests which may be raised by any person. The City Council may make corrections, revisions or modifications to the report as it may deem appropriate. If the City Council approves the Resolution confirming the special assessments, the City Clerk will be directed to file a Notice of Lien with the County Auditor-Controller/Treasurer/ Tax Collector. The cost to submit the special assessments for the next tax roll is $1.20 per parcel, charged to the property owner. The current total amount of delinquencies for these citations is $53,325. In the event the violations are not corrected, and additional citations accrue, future special assessments may be

placed on the tax roll to secure payment from the property owner.

ALTERNATIVES:

The City Council may make corrections, revise or modify the report as it may deem appropriate.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	Yes
Amount:	$53,325
Account No.:	101306

Discussion:

To date, 52 administrative citations have been issued to the property owners listed in the report with a total unpaid fine balance of $53,325 as of July 1, 2024. The cost of adding each special assessment to the tax roll is considered nominal at a cost of $1.20 per parcel, charged to the property owner.

Attachments

A. Resolution No. 8618

B. Lien Notice Letter

C. Administrative Citation Spreadsheet

RESOLUTION NO. 8618

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A DELINQUENT ADMINISTRATIVE CITATION FINE REPORT AND SUBMITTAL OF A NOTICE OF LIEN TO THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR FOR PROCESSING

WHEREAS, the City of Redlands has issued administrative citations to the owners of various properties located within the City; and

WHEREAS, the property owners who received the administrative citations are identified in the City Manager's report and have failed to pay the delinquent fines for such citations; and

WHEREAS, Section 1.22.140 of the Redlands Municipal Code provides that "…fines levied by administrative citation, or by administrative hearing order, constitute a special assessment against each lot or parcel of land upon which the violation existed, and as thus made and confirmed shall also become the personal obligation of each lot or parcel of land;" and

WHEREAS, pursuant to Section 1.22.140 of the Redlands Municipal Code, on July 16, 2024, a duly noticed public hearing was held at which the property owners were provided the opportunity to object or protest the proposed adoption of this resolution; and

WHEREAS, the City Council of the City of Redlands, having considered the City Manager's report regarding delinquent administrative citations, together with any objections and protests by the property owners of various locations, desires to declare the delinquent fines as special assessments and cause such fines to be recorded as a lien against the properties identified in the report;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. The City Council approves the delinquent administrative citation fines report submitted by the City Manager and confirms such delinquent fines to be entered as special assessments on the property tax roll against the properties identified in the report.

Section 2. The City Clerk of the City of Redlands, and the City's Finance Director, are hereby authorized and directed to send a certified copy of this resolution and a Notice of Lien for the delinquent fines (as special assessments), and all other appropriate documentation to place the fines in the tax roll to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 16th day of July 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof, held on the 16th day of July 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

JULY 1, 2024

Recipient Address

RE: APN XXXXXXXXXX PREMISE
ADDRESS:
DELINQUENT BALANCE AS OF THIS NOTICE: $

NOTICE OF PUBLIC HEARING

This notice is to inform you that on Tuesday, July 16, 2024 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City of Redlands Council Chambers located at 35 Cajon St., Suite 2, Redlands, California, the Redlands City Council will hold a public hearing to consider the submittal of a report to the Auditor of San Bernardino County for recordation of a Special Assessment on the 2024-2025 tax roll against your property resulting from non-payment of a City of Redlands Administrative Citation.

Pursuant to Section 1.22.130 of the Redlands Municipal Code, you have the opportunity to present objections to the City Council regarding this matter. Alternatively, you may submit your objections in writing at least five (5) days in advance of the hearing, or by Thursday, July 11, 2024.

To prevent this impending lien action, please remit your past due balance in full no later than 5:00 p.m. on Monday, August 19, 2024.

Please be informed that if the assessment is imposed on your property, that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of a property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

For questions regarding this matter, please contact Glenn Vargas, Code Enforcement Supervisor at (909) 798-7655.

CITY OF REDLANDS
ADMINISTRATIVE CITATIONS
FY: 2023-24
MISCELLANEOUS
Updated as of: 6/30/2024

	VIOLATION ADDRESS					NAME			ADDRESS															
APN	NUMBER	N/S/E/W	STREET	CITY	ZIP	FIRST	MIDDLE	LAST	NUMBER	N/S/E/W	STREET	CITY	STATE	ZIP	CITATION DATE	DUE DATE	CITATION#	CASE#	CURRENT FINE AMOUNT	DELINQUENT FINE AMOUNT	25% LATE PAYMENT CHARGE	No. of months Deliquent	No. of months subject to interest	INTEREST (10% PER MONTH)	TOTAL DUE
0169034030000	1016		Lawton St	Redlands	92374	Paula	E	Baugh	2108		Puerto Del Mundo	Fallbrook	CA	92028	06/13/23	07/03/23	23-0445-1	23-0445	$200	$200	$ 50.00	(1,483.07)	(1,484)	$ -	$ 450.00
0167112020000	1708		Ohio St	Redlands	92374	Ralph	J	Solis	1611		Laurel Ave.	Redlands	CA	92373	06/20/23	07/10/23	19-0991-1	19-0991		$400	$ 100.00	(1,483.30)	(1,484)	$ -	$ 500.00
0169051060000	317	W	Brockton Ave	Redlands	92374	Sylvia		Lopez	317	W	Brockton Ave	Redlands	CA	92374	06/22/23	07/12/23	22-0093-3	22-0093		$1,100	$ 275.00	(1,483.36)	(1,484)	$ -	$ 1,375.00
0171086090000	111	N	Church St	Redlands	92374	William	C	Torres	111	N	Church St	Redlands	CA	92374	06/29/23	07/19/23	23-0420-1	23-0420		$100	$ 25.00	(1,483.59)	(1,484)	$ -	$ 125.00
0292061490000	2073		Orange Tree Lane	Redlands	92374			JLS Enterprises, LP			PO Box 1290	Agoura Hills	CA	91376	07/17/23	08/06/23	23-0222-1	23-0222		$200	$ 50.00	(1,484.18)	(1,485)	$ -	$ 250.00
0292211310000	58		Alabama St	Redlands	92373	Mohammed & Fahmina		Talukder	4349		Vista Verde Way	Oceanside	CA	92507	08/01/23	08/21/23	23-0265-1	23-0265		$300	$ 75.00	(1,484.68)	(1,485)	$ -	$ 375.00
0176421020000						Duramany		Koromah			P.O. Box 8275	Redlands	CA	92373	08/02/23	08/22/23	23-0221-4	23-0221		$2,000	$ 500.00	(1,484.71)	(1,485)	$ -	$ 2,500.00
0169331130000	843		Carlotta Court	Redlands	92374	Martha	B	Hill TR	312		Troy Court	El Sobrante	CA	94803	08/02/23	08/22/23	23-0655-1	23-0655		$300	$ 75.00	(1,484.71)	(1,485)	$ -	$ 375.00
0170132260000	838	E	High Ave	Redlands	92374	Ricardo		Gutierrez	11669		Anderson St	Loma Linda	CA	92354	08/14/23	09/03/23	22-0355-2	22-0355		$700	$ 175.00	(1,485.11)	(1,486)	$ -	$ 875.00
0172022370000	8		Dale Ln	Redlands	92373	Michael		Racadio	8		Dale Ln	Redlands	CA	92373	08/15/23	09/04/23	23-0532-1	23-0532		$100	$ 25.00	(1,485.14)	(1,486)	$ -	$ 125.00
0172022420000	18		Dale Ln	Redlands	92373	Leon S & Margaret L		Southard	18		Dale Ln	Redlands	CA	92373	08/15/23	09/04/23	23-0687-1	23-0687		$200	$ 50.00	(1,485.14)	(1,486)	$ -	$ 250.00
1212151630000	914		Gail Ave	Redlands	92374	Adrienne	Y	Davis	914		Gail Ave	Redlands	CA	92374	08/17/23	09/06/23	23-0315-1	23-0315		$200	$ 50.00	(1,485.20)	(1,486)	$ -	$ 250.00
0167181180000	1429		Calhoun St	Redlands	92374	Jorge	Luis	Galaviz	1429		Calhoun st	Redlands	CA	92374	08/22/23	09/11/23	22-0349-1	22-0349		$300	$ 75.00	(1,485.37)	(1,486)	$ -	$ 375.00
0294181030000	2005		Horse Trail Dr	Redlands	92373	Kathleen	M	Salvesen	2005		Horse Trail Dr	Redlands	CA	92373	08/28/23	09/18/23	22-0187-2	22-0187		$300	$ 75.00	(1,485.60)	(1,486)	$ -	$ 375.00
0169022080000	802	W	Colton Ave	Redlands	92374			Diab, Ibrahim & Clara Family TR 6-3-02	418		Silvertree Lane	Redlands	CA	92374	09/12/23	10/02/23	22-0080-1	22-0080		$400	$ 100.00	(1,486.06)	(1,487)	$ -	$ 500.00
0172022420000	18		Dale Ln	Redlands	92373	Leon S & Margaret L		Southard	18		Dale Ln	Redlands	CA	92373	09/12/23	10/02/23	23-0687-2	23-0687		$400	$ 100.00	(1,486.06)	(1,487)	$ -	$ 500.00
0171244360000	208	W	Olive Ave	Redlands	92373	Eric	L	Hutchins	208	W	Olive Ave	Redlands	CA	92373	09/25/23	10/10/23	20-0211-01	20-0211		$300	$ 75.00	(1,486.32)	(1,487)	$ -	$ 375.00
0170031090000	1030	E	Brockton Ave	Redlands	92374	Rachel		Hoffman	1030	E	Brockton Ave	Redlands	CA	92374	09/27/23	10/05/23	21-0775-01	21-0775		$400	$ 100.00	(1,486.16)	(1,487)	$ -	$ 500.00
0292211310000	58		Alabama St	Redlands	92373	Mohammed & Fahmina		Talukder	4349		Vista Verde Way	Oceanside	CA	92507	10/12/23	11/01/23	23-0265-2	23-0265		$500	$ 125.00	(1,487.04)	(1,488)	$ -	$ 625.00
0170031090000	1030	E	Brockton Ave	Redlands	92374	Rachel		Hoffman	1030	E	Brockton Ave	Redlands	CA	92374	10/16/23	11/06/23	21-0775-02	21-0775		$800	$ 200.00	(1,487.21)	(1,488)	$ -	$ 1,000.00
0172022420000	18		Dale Ln	Redlands	92373	Leon S & Margaret L		Southard	18		Dale Ln	Redlands	CA	92373	10/17/23	11/06/23	23-0687-3	23-0687		$1,000	$ 250.00	(1,487.21)	(1,488)	$ -	$ 1,250.00
0169022080000	802	W	Colton Ave	Redlands	92374			Diab, Ibrahim & Clara Family TR 6-3-02	418		Silvertree Lane	Redlands	CA	92374	10/19/23	11/08/23	22-0080-02	22-0080		$800	$ 200.00	(1,487.28)	(1,488)	$ -	$ 1,000.00
0170031090000	1030	E	Brockton Ave	Redlands	92374	Rachel		Hoffman	1030	E	Brockton Ave	Redlands	CA	92374	10/25/23	11/09/23	21-0775-03	21-0775		$2,000	$ 500.00	(1,487.31)	(1,488)	$ -	$ 2,500.00
0172022420000	18		Dale Ln	Redlands	92373	Leon S & Margaret L		Southard	18		Dale Ln	Redlands	CA	92373	11/01/23	11/21/23	23-0687-4	23-0687		$2,000	$ 500.00	(1,487.70)	(1,488)	$ -	$ 2,500.00
0292211310000	58		Alabama St	Redlands	92373	Mohammed & Fahmina		Talukder	4349		Vista Verde Way	Oceanside	CA	92507	11/02/23	11/22/23	23-0265-3	23-0265		$1,200	$ 300.00	(1,487.74)	(1,488)	$ -	$ 1,500.00
0300621060000	820		Panorama Point Dr	Redlands	92373	Abdolrahimi		Combiz	7153		Aviara Dr	Carlsbad	CA	92011	11/07/23	11/27/23	23-0474-01	23-0474		$100	$ 25.00	(1,487.90)	(1,488)	$ -	$ 125.00
0167252240000	1209	N	6th St	Redlands	92374			Cal Home Group	10641		Church St	Rancho Cucamonga	CA	91730	11/07/23	11/27/23	23-0951-01	23-0951		$400	$ 100.00	(1,487.90)	(1,488)	$ -	$ 500.00
0170031090000	1030	E	Brockton Ave	Redlands	92374	Rachel		Hoffman	1030	E	Brockton Ave	Redlands	CA	92374	11/08/23	11/28/23	21-0775-04	21-0775		$4,000	$ 1,000.00	(1,487.93)	(1,488)	$ -	$ 5,000.00
0170221310000	216		Craig Ct	Redlands	92374	Mahim	M	Ghaffari			PO Box 49234	Los Angeles	CA	90049-023	11/09/23	11/29/23	22-0061-1	22-0061		$100	$ 25.00	(1,487.97)	(1,488)	$ -	$ 125.00
0170221320000	217		Craig Ct	Redlands	92374	Mahin	M	Ghaffari			PO Box 49234	Los Angeles	CA	90049	11/09/23	11/29/23	22-0063-1	22-0063		$100	$ 25.00	(1,487.97)	(1,488)	$ -	$ 125.00
0173022010000	502	S	Buena Vista St	Redlands	92373			Elkins,Evelyn M Testamentary TR	1533		Lorena Way	Palm Springs	CA	92262	11/09/23	11/29/23	23-0100-1	23-0100		$400	$ 100.00	(1,487.97)	(1,488)	$ -	$ 500.00
0170082170000	920		Stillman Ave	Redlands	92374			SEEJS LLC	23905		Clinton Keith Rd 114-380	Wildomar	CA	92595	11/16/23	12/06/23	23-0863-01	23-0863		$100	$ 25.00	(1,488.20)	(1,489)	$ -	$ 125.00
0169022080000	802	W	Colton Ave	Redlands	92374			Diab, Ibrahim & Clara Family TR 6-3-02	418		Silvertree Lane	Redlands	CA	92374	11/20/23	12/11/23	22-0080-03	22-0080		$2,100	$ 525.00	(1,488.36)	(1,489)	$ -	$ 2,625.00
0170031090000	1030	E	Brockton Ave	Redlands	92374	Rachel		Hoffman	1030	E	Brockton Ave	Redlands	CA	92374	11/27/23	12/18/23	21-0775-05	21-0775		$4,000	$ 1,000.00	(1,488.59)	(1,489)	$ -	$ 5,000.00
0300621060000	820		Panorama Point Dr	Redlands	92373	Abdolrahimi		Combiz	7153		Aviara Dr	Carlsbad	CA	92011	11/28/23	12/18/23	23-0474-02	23-0474		$200	$ 50.00	(1,488.59)	(1,489)	$ -	$ 250.00
0170031090000	1030	E	Brockton Ave	Redlands	92374	Rachel		Hoffman	1030	E	Brockton Ave	Redlands	CA	92374	01/26/24	02/10/24	21-0775-06	21-0775		$4,000	$ 1,000.00	(1,490.37)	(1,491)	$ -	$ 5,000.00
0171089020000	616	E	State St	Redlands	92374			Southern Calif Conference 7th DA			PO Box 79990	Riverside	CA	92515	01/30/24	02/14/24	22-0592-02	22-0592		$600	$ 150.00	(1,490.50)	(1,491)	$ -	$ 750.00
0170051180000	1334	E	Brockton Ave	Redlands	92374	Clorinda	A	Urrutia	1334	E	Brockton Ave	Redlands	CA	92374	02/21/24	03/07/24	V24-000084	A24-015525		$200	$ 50.00	(1,491.22)	(1,492)	$ -	$ 250.00
0167401110000	2470	W	Lugonia Ave	Redlands	92374	Mountain	View	Industrustrial Center LLC	21068		Bake Pkwy STE 200	Lake Forest	CA	92630	02/22/24	03/13/24	23-1090-1A	23-1090		$200	$ 50.00	(1,491.42)	(1,492)	$ -	$ 250.00
0167401110000	2470	W	Lugonia Ave	Redlands	92374	Mountain	View	Industrustrial Center LLC	5		Peters Canyon Rd suite 200	Irvine	CA	92606	02/22/24	03/13/24	23-1090-1B	23-1090		$200	$ 50.00	(1,491.42)	(1,492)	$ -	$ 250.00
0292165080000	11018		Iowa St	Redlands	92373	Alan L. & Robin G		Gotta Trust 9/26/22, Gotta	11034-B		Iowa St	Redlands	CA	92373	02/27/24	03/18/24	23-0191-2	23-0191		$200	$ 50.00	(1,491.58)	(1,492)	$ -	$ 250.00
0292165090000	11034		Iowa St	Redlands	92373	Alan L. & Robin G		Gotta Trust 9/26/22, Gotta	11034-B		Iowa St	Redlands	CA	92373	02/27/24	03/18/24	23-0192-2	23-0191		$200	$ 50.00	(1,491.58)	(1,492)	$ -	$ 250.00
0292165090000	11034		Iowa St	Redlands	92373	Alan L. & Robin G		Gotta Trust 9/26/22, Gotta	11034-B		Iowa St	Redlands	CA	92373	11/16/24	12/06/23	23-0192-1	23-0192		$100	$ 25.00	(1,488.20)	(1,489)	$ -	$ 125.00
0292165080000	11018		Iowa St	Redlands	92373	Alan L. & Robin G		Gotta Trust 9/26/22, Gotta	11034-B		Iowa St	Redlands	CA	92373	11/16/23	12/06/23	23-0191-1	23-0191		$100	$ 25.00	(1,488.20)	(1,489)	$ -	$ 125.00
0172022420000	18		Dale Ln	Redlands	92373	Leon S & Margaret L		Southard	18		Dale Ln	Redlands	CA	92373	03/06/24	03/26/24	23-0687-5	23-0687		$2,000	$ 500.00	(1,491.84)	(1,492)	$ -	$ 2,500.00
0173022010000	502	S	Buena Vista St	Redlands	92373			Elkins,Evelyn M Testamentary TR	1533		Lorena Way	Palm Springs	CA	92262	03/06/24	03/26/24	23-0100-2	23-0100		$800	$ 200.00	(1,491.84)	(1,492)	$ -	$ 1,000.00
0172013620000	1269		Brookside Ave	Redlands	92373	Farukhi		Shahzad	11106		Richmont Dr	Loma Linda	CA	92354	03/19/24	03/25/24	22-0069-01	22-0069		$200	$ 50.00	(1,491.81)	(1,492)	$ -	$ 250.00
0169271200000	535	W	Stuart Ave	Redlands	92374		Wenzel	Leopold Eduardo/ Maria JT Liv	242	N	Wheeler St	Orange	CA	92869	03/14/24	04/03/24	23-0078-05	23-0078		$5,000	$ 1,250.00	(1,492.11)	(1,493)	$ -	$ 6,250.00
0292310390000	609		Amigos Dr, Ste 1	Redlands	92373	C/O Guy Yocom		Yocom-Baldwin Development, LP	3299		Horseless Carriage Rd, STE H	Redlands	CA	92860	03/25/24	04/15/24	23-1086-01	23-1086		$600	$ 150.00	(1,492.50)	(1,493)	$ -	$ 750.00
0175101090000	1050		Cedar Ave	Redlands	92373			Hauso Family Trust 11/15/07 Survivor	1050		Cedar Ave	Redlands	CA	92373	04/24/24	05/13/24	24-0021-01	24-0021		$200	$ 50.00	(1,493.42)	(1,494)	$ -	$ 250.00
0176481150000	671	E	Sunset Dr N	Redlands	92373	Labastida	Family	Revocable Liv TR	671	E	Sunset Dr N	Redlands	CA	92373	05/15/24	06/04/24	23-0244-08	23-0244		$100	$ 25.00	(1,494.15)	(1,495)	$ -	$ 125.00
0173291200000	626		Roosevelt Rd	Redlands	92374	Therisa	Nicole	Farias	626		Roosevelt Rd	Redlands	CA	92374	05/29/24	06/13/24	V24-000085	A24-015870		$100	$ 25.00	(1,494.44)	(1,495)	$ -	$ 125.00
																					$ -	-	-	$ -	$ 53,325.00

City Council Meeting **J. 3.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider the following applications for a used automobile sales and service facility located on a 18.56 gross acre site located on the west side of New York Street at West Brockton Avenue, approximately 1000 feet north of West Colton Avenue (APNs: 0169-011-38-0000 and 0169-011-39-0000) in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan.
(Mayor to declare meeting open as a public hearing)

A. Consideration of **Resolution No. 8615** for adoption of a **Mitigated Negative Declaration** and Mitigation Monitoring & Reporting Program prepared for the project in accordance with Section 15074 of the California Environmental Quality Act, and adoption of a Socio-Economic Cost/Benefit Study prepared in accordance with Measure "U."
B. Consideration of **Resolution No. 8616** for **Amendment No. 52 to the East Valley Corridor Specific Plan** – A proposal to amend Section EV3.0713 of the East Valley Corridor Specific Plan (Specific Plan 40) to allow sales of pre-owned automobiles as a conditionally permitted land use, without related sales of new automobiles, within the Commercial General (EV/CG) District.
C. Consideration of **Resolution No. 8617** for approval of **Conditional Use Permit No. 1179 and Commission Review & Approval No. 962** – A request to establish a pre-owned automobile sales and service/reconditioning facility within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan, and construction of a pre-owned automobile sales and service/reconditioning facility (consisting of a 4,958 square-foot sales building, a 39,621 square-foot service/reconditioning building, a 3,708 square-foot quality control building with private carwash, a private fuel tank/dispenser, and a six acre outdoor vehicle storage area). Related site improvements include customer and employee

parking lots, driveways, landscape areas, lighting. walls and fences, and vehicle display and storage areas. (Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon applicant, or his/her representative, for comments and testimony.
5. Mayor calls for comments/questions/testimony from members of the public
   (3 minutes per speaker).
6. Mayor calls upon City Clerk to note any written comments received.
7. Mayor calls upon the applicant, or representative, for rebuttal comments (5 minutes).
8. Mayor closes the public hearing.
9. City Council considers the motion and votes.

MOTION(S):

If the City Council determines that the Planning Commission recommendation is appropriate, the following motions are provided:

1. I move that the City Council adopt Resolution No. 8615 for the Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program, and adopt the Socio-Economic Cost/Benefit Study for the project; and

2. I move that the City Council adopt Resolution Nos. 8616 and 8617 to approve Amendment No. 52 to the East Valley Corridor Specific Plan, and approve the Conditional Use Permit No. 1179 and Commission Review & Approval No. 962 for the project.

RECOMMENDATION:

On June 11, 2024, the Planning Commission reviewed the proposed project and adopted resolutions recommending approval of the project to the City Council. The Planning Commission held a public hearing and received presentations from staff as well as the applicant. Commissioners asked questions about the proposed land use, traffic study, truck traffic to be generated by the proposed use, truck routing along City streets, truck access to the I-10 and I-210 freeways, landscape screening along the project site's frontage

adjacent to the I-210 freeway, and wall height along the I-210 freeway. Staff and the applicant responded by providing additional information, and the Commission's concerns were satisfactorily addressed.

Public comments were received from a local carpenter's union (regarding the hiring of local labor during construction of the project). There were no written comments received, and no comments received via Zoom.

The Planning Commission voted 6 to 1 (Commissioner Smith opposed) adopting Resolution Nos. 1683 and 1684 recommending approval of the environmental document, Specific Plan Amendment, and project entitlements to the City Council. The Commission modified a Condition of Approval to require additional screen trees to be placed between the proposed palm tees along the I-210 freeway frontage (to provide a denser green screen above the 6'0" wall height and adequately screen the 6-acre outdoor vehicle storage area). The Commission did not find it necessary to require an 8'0" high wall along the freeway frontage on the westerly side of the project site, and the proposed 6'0" wall was considered to be sufficient.

BACKGROUND:

The 18.5-acre project site is located on the west side of New York Street at West Brockton Avenue (see Attachment A - Location Map). The entire site is vacant, unimproved, and thinly covered with non-native grasses and shrubs due to semi-regular weed abatement. There are no entitlement or other permits for the property.

Surrounding Land Uses: The subject property sits to the east of the SR-210/I-10 Junction, approximately 30 feet below the travel lanes of the freeway. The surrounding properties and vicinity have been developed with predominantly retail-oriented uses and retail/commercial services. A shopping center is located to the north. To the west, the Mountain Grove and Citrus Plaza shopping centers were developed in the unincorporated "donut hole" area (also within the East Valley Corridor Specific Plan). To the south is Toyota of Redlands. To the east, the area is primarily service retail and residential in character, with the exception of the Teledyne Battery facility (established in 1920).

PROPOSAL:

The applicant's proposal is a request to construct and operate a used automotive dealership and reconditioning facility on approximately 18 acres of vacant land located on the west side of New York Street at West Brockton Avenue (see Attachment A- Location Map and Aerial Photo). The proposal is for constructing buildings and site improvements including the following (see Attachment B - Site Plan):

- 4,958 sq. ft. sales and administration building;

- 39,621 sq. ft. service/repair/reconditioning facility;
- 2,772 sq. ft. quality control building and carwash
- Customer and employee parking lot with 292 spaces;
- Outdoor vehicle storage lot with space for 1,105 repair/reconditioning vehicles; and
- Related site improvements including vehicle unloading and staging areas, driveways, landscaping, lighting, walls and fences, drainage detention basin, and utility connections to and through the site.

The CarMax national business model consists entirely of the sale of used automobiles, both as a retail operation and wholesale, although the subject application does not include any wholesale operations. CarMax acquires its pre-owned vehicle inventory from its customers and the general public at its retail stores, or by purchasing wholesale pre-owned vehicles from third party sellers. Those vehicles are prepared for sale through the reconditioning process, which may involve minor work (e.g., cleaning, repairing scratches, replacing tires, or other cosmetic treatment, etc.) or more major work to the interior or exterior (e.g., engine or mechanical repairs, body repair, repainting, etc.). A full analysis of the project was presented to the Planning Commission on June 11, 2024, and the staff report (See Attachment C - Planning Commission staff report) contained a detailed analysis that is referenced throughout this report.

Table 1-A: Building Floor Area Summary

Land Use	*Floor Area*	*Size (square feet)*
Retail Sales	Sales area, administration, operational support desks, and other administrative functions	4,958
	Vehicle presentation area	1,232
	Sub-total:	6,190 (12.5%)
Vehicle Repair & Reconditioning	Vehicle repair & service areas, cosmetic area, paint booths, photo booths, and related areas	35,669
	Training room, break rooms, managers & employee offices, parts receiving & storage rooms	3,952
	Carwash, quality control offices	3,675
	Sub-total:	43,296 (87.5%)
TOTAL:		49,491

Table 1-B below summarizes the project site areas for customer and employee parking, sales display lot, and screened vehicle storage areas.

Table 1-B: Parking Area Summary

Parking Areas	*Dimensions (approximate)*	*Size (approximate)*
For Sale vehicles display lot (318 parking spaces)	225' wide by 405' long	2.09 acres
Customer & Employee parking (303 parking spaces)	300' wide by 440' long	3.03 acres
Repair vehicles storage lot (1,105 parking spaces)	Sum of areas = 261,500 sq. ft.	6.0 acres
Future Expansion Area (to remain vacant)	246' wide by 308' deep	1.74 acres

As the sale of used automobiles (without the sales of new automobiles) is not permitted within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan, the proposal also includes a Specific Plan Amendment to the East Valley Corridor Specific Plan to allow used automobile sales (not in conjunction with sales of new automobiles) in the EV/CG District as a conditionally permitted use, requiring a Conditional Use Permit application.

ANALYSIS

A) General Plan

Land Use Designation: The General Plan provides two land use designations for the project site (See Attachment D - Existing General Plan). The majority of the project site (totaling approximately 16.36 acres) are within the "Commercial/Industrial" land use designation, and the northwest corner of the project site is designated for "Commercial" land use (totaling approximately 2.2 acres adjacent to the 210 Freeway). The Commercial/Industrial land use category designates areas where certain types of commercial and light industrial uses may be compatibly located.

General Plan Policies: The project is consistent with several general plan policies related to the development of high quality regional commercial uses that serve the community and facilitate employment, while being responsive to physical and environmental constraints, as analyzed in the Planning Commission staff report.

B) Current Zoning and Specific Plan

The entire project site is located within the General Commercial (EV/CG) District

of the East Valley Corridor Specific Plan (See Attachment E - Zoning Map). Uses within EV/CG include a wide range of retail stores, restaurants, personal services, retail services for individuals and businesses, service commercial uses conducted indoors, and repair/servicing of items permitted to be sold within the district.

New automobile sales are currently a permitted use. At the present time, the sale of used automobiles is only allowed in conjunction with (ancillary to) the sale of new automobiles as an accessory use.

The open outdoor storage of materials, products, equipment, etc., is generally not permitted in EV/CG district. However, the applicable Automobile Sales Development Standards (Section EV3.0720(g)(6)) permit related "service areas and facilities" if they are completely screened from view from the public right-of-way. Based on staff's review of the application, the outdoor vehicle storage yard appears to be proposed as an ancillary activity to the pre-owned automobile retail sales and vehicle repair/reconditioning operations, which are proposed to be conditionally permitted pursuant to a Specific Plan Amendment as detailed below.

C) Specific Plan Amendment

The proposal includes a request to amend the text and list of conditionally permitted land uses within the EV/CG district (EVCSP Section EV3.0713) to allow the sale of pre-owned (used) automobiles as a conditionally permitted land use, without the sale of new automobiles. Currently, the EV/CG district only allows used automobile sales in conjunction with new auto sales (i.e., used auto sales being ancillary and subordinate to a primary land use as new automobile sales). Additional minor text amendments are included to ensure that used automobile sales will be subject to the same development standards that are required of new automobile sales establishments (EVCSP Section EV3.0720). The proposed text amendments to the Specific Plan are shown on Attachment F. The proposed Specific Plan Amendment is entirely discretionary by the decision-making body. If approved, the proposed amendment would apply to all properties located within the EV/CG District. On June 11, 2024, the Planning Commission found that the Specific Plan Amendment would be consistent with the 2035 General Plan and the East Valley Corridor Specific Plan.

D) Used Automobile Sales & Reconditioning Facility

As described above, the specific plan (as amended) would require a Conditional Use Permit. The Commission Review & Approval permit is for site plan approval, site construction, and architectural design review for the proposed facility.

Operational Characteristics: CarMax's national business model consists entirely of the sale of used automobiles, both as a retail operation and wholesale (however, this application does not propose any wholesale operations). Vehicles

may also be transported to and from this location at the request of customers who are interested in test-driving or purchasing vehicles. CarMax acquires its preowned vehicle inventory from its customers and the general public at its retail stores, or by purchasing wholesale pre-owned vehicles from third party sellers. Those vehicles are prepared for sale through the reconditioning process.

"Reconditioning" is the process by which CarMax prepares a car, truck, or SUV for resale, and consists of two stages: inspection and repair/refurbishing. It may include minor repairs (replacement of small parts) and can also include major repairs (such as paint, engine, and body work). Inventory that does not meet standards for sale to retail customers will be transported off-site to other CarMax facilities for wholesale. As such, the reconditioning operations and outdoor storage at this site may also serve as a regional refurbishing facility for other CarMax stores outside Redlands. The proposed facility will contain parking areas for employees, an approximately 6-acre vehicle staging area for inventory arriving or departing from the facility, loading and unloading areas for vehicle transporters, and a fully enclosed service building (with vehicle lifts, paint booth, photo booths, parts receiving and storage room,employee break rooms, etc.). The reconditioning facility will also be equipped with an attached quality control building, carwash, and private fuel pumps for inventory vehicles. The vehicle staging area and reconditioning facility are the Project's "back of house" area where vehicles are stored and staged while awaiting inspection, sales, reconditioning, or pickup for distribution elsewhere. Access to the non-public staging area will also be secured with embassy-style security gates.

To ensure the development operates as proposed, a condition of approval has been added that requires the sales building (i.e., the floor area shown for conducting retail sales as shown on the project plans) (See Attachment G) shall be regularly operated and staffed for conducting onsite retail sales of automobiles on all days that the subject property is in operation. The other activities on-site shall not be operated unless the retail sales component of the business is also being operated during daytime hours on the same day.

Site Design, Access and Circulation: The buildings on-site are centered on the property, and access is provided via one unsignalized full movement driveway at the intersection of New York Street and Brockton Avenue. An additional driveway for test drives only and emergency access with Knox Box access only will be at the north end of the sales/display lot. The customer and employee parking area will be located on the southern side of the site, adjacent to New York Street and the existing automobile dealership to the south. In addition to passenger vehicle parking, four car-carrier loading spaces are provided in the southwestern portion of the lot. A paved and striped "vehicle sales display area" visible from the public right-of-way is located at the northeast corner of the property and will be surrounded by a low guardrail system for security purposes. The sales building, 4,958 square feet in size, will be prominent and visible as it fronts New York Street and all three areas of the site. Additionally, the service/reconditioning building 39,621-square feet in size will be prominent as it

comprises most of the building area, has the largest expanse of walls and is highly visible from the freeway and other portions of the site. The Quality Control building and non-public carwash are located within the screened staging area and are connected by a covered, passthrough "presentation" lane where vehicles are exchanged between customers and employees.

Development Standards: As analyzed in the Planning Commission staff report, the project meets the minimum requirements and development standards for the EV/CG District (See Attachment H).

Walls, Fences and Screening: The applicant has provided a landscape plan (Attachment I-1) and wall and fence exhibit (Attachment I-2) within the project plans. All required fencing and landscape screening have been provided. At the south property line, the existing 6-foot wrought iron fence installed on the Toyota property (adjacent to customer and employee parking) will remain. Three other types of fencing are proposed:

- Sales Display Area: 2.5-foot vehicle guardrail/fence, set behind a landscape screen of shrubs for screening views from New York Street.
- Detention Basin: 4-foot-high ornamental fencing around the perimeter of the basin (wrought iron or equivalent).
- Vehicle Storage Lot: 6-foot-high split-face block wall around the perimeter of the vehicle storage lot.

Architectural Design Review: The building elevations (see Attachment J) show that the building facade will be constructed of a dark brown colored split-face and smooth concrete masonry unit (CMU) block that have smooth stucco exterior in light brown. A blue gabled standing seam metal roof characteristic of CarMax (maximum height of 27'4") is proposed for the sales building, which also employs blue tinted glazing and metal awnings at the pedestrian level. Massing for the service/reconditioning building will be articulated by a tonal color banding around the building, and the addition of pilasters to break up long expanses of wall, while providing for variations in the roofline. The architectural treatments will be applied consistently to all building facades to create a cohesive look. Variated roof forms distinguish the main customer entry points and the differentiate the buildings. The roofline (height of 24'0") consists of a parapet with cornice features and is painted white. Roof-top equipment will be screened by a pre-finished earthtone metal screen and parapet walls. As analyzed in the Planning Commission staff report, the proposed design is consistent with the City's Architectural Design Guidelines and conforms to the Architectural Review Criteria in RMC Section 18.12.170.

Grading and Drainage: The preliminary grading and utility plan (See Attachment K) indicates that excessive grading is not required to support development of the project. No large retaining walls are proposed. The majority of runoff from the site will be intercepted by inlets and swales that convey the flows downstream to an infiltration basin for detention. The detention basin will infiltrate stormwater and discharge additional runoff.

Traffic Impact Assessment: In accordance with Measure U, a traffic study was prepared for the project (Attachment L), to evaluate the potential for transportation impacts resulting from the development of the proposed project. The study, prepared by Kimley-Horn and Associates, Inc., analyzed existing conditions without the project, existing conditions plus the project and analyzed the specific roadway and site access improvements that are included as part of the project. The project is estimated to generate approximately 552 trips on a daily basis, with 15 trips in the morning peak hour and 27 trips in the evening peak hour. The applicant estimates that there will be 170 total "production" employees over 2 shifts (7:00 AM to 3:00 PM; and 3:00 PM to 11 :00 PM) on a daily basis, and that employees would arrive and exit their shifts during non-peak hours of adjacent street traffic. As a result, the concludes that the "production" employees will not generate additional peak hour traffic. Data estimates provided by the applicant show that there will be 10 car carrier trucks per day to the project site, for a total of 20 truck trips per day. Using these estimates based on CarMax's operation characteristics, the study concludes that the addition of the proposed project does not degrade the Levels of Service below the current Levels of Service grade. Therefore, the proposed project is forecast to result in no substantial transportation impacts.

Future Expansion Area: The Site Plan and Landscape Plan note a "Proposed Expansion Area" on the north side of the project site (abutting the Lowe's store on the west side and another approved shopping center project on the north side). The Expansion Area is approximately 308' by 246' for a total of 1.74 acres. A condition of approval has been added that requires sufficient irrigation, maintenance, and/or replanting as needed to maintain a viable groundcover moving forward. No fencing is currently shown around the area, and any future installation of fencing to enclose or secure the area will need to be decorative (such as tube steel) to match the CarMax development. As no land uses or construction are authorized for the Expansion Area, any future expansion or development in this area will require a formal application for a Revision to the CUP and CRA (including review and approval by the Planning Commission).

E) Socio-Economic Cost/Benefit Study

In accordance with Measure U, the project was required to undergo a Socio-Economic Cost Benefit study (Attachment M). The study recommends that the project will not create an unmitigable physical blight or overburden public services in the community because project design features as well as mitigation measures described in the Initial Study/Mitigated Negative Declaration, and incorporated in the Socio-Economic Cost Benefit Study and Conditions of Approval will reduce effects to a less than significant level. In addition, the project will result in a positive annual revenue/cost ratio of 12.10, with annual residential revenues anticipated to be approximately $57,743.50 to the City upon project completion and annual ongoing costs of approximately $4,772.10. This results in an annual positive balance of approximately

$52,791.40 (or ratio +12.10).

ENVIRONMENTAL REVIEW:

The City retained an environmental consultant to fully analyze the project and prepare an Initial Study (Attachment N-1) in accordance with the California Environmental Quality Act (CEQA). Pursuant to the CEQA Guidelines, the Initial Study/Mitigated Negative Declaration (IS/MND) was made available for public review and comment for 30 days (State Clearinghouse No. 2024050187). A Notice of Intent was filed with the County Clerk on May 2, 2024, and with the State Clearinghouse. The IS/MND was circulated for over 30 days between May 3, 2024, and June 3, 2024. No public comments were received during the public review and comment period.

The Initial Study recommends a Mitigated Negative Declaration with twelve (12) mitigation measures which pertain to Biological Resources, Cultural Resources, Tribal Cultural Resources, Geology and Soils, and Hazards and Hazardous Materials. All mitigation measures will ensure that any potential effects will remain less than significant. After mitigation, no significant effects were identified as a result of the project, and the recommended mitigation measures will be incorporated into the project as mandatory Conditions of Approval.

The City's consultant has prepared a Final IS/MND that includes the errata, response to comments and a Mitigation Monitoring & Reporting Program (MMRP), included with the IS/MND as Attachment N-2. The full ISMND and all technical studies is available at the City's website (www.cityofredlands.org/post/environmental-documents).

ALTERNATIVES:

1. The City Council may continue the public hearing and direct staff to address any issues or bring back additional information; or
2. The City Council may wish to deny the project, continue the public hearing and direct staff to prepare findings supporting denial of the project.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager

PREPARED BY:
Ryan Murphy, Senior Planner

Attachments

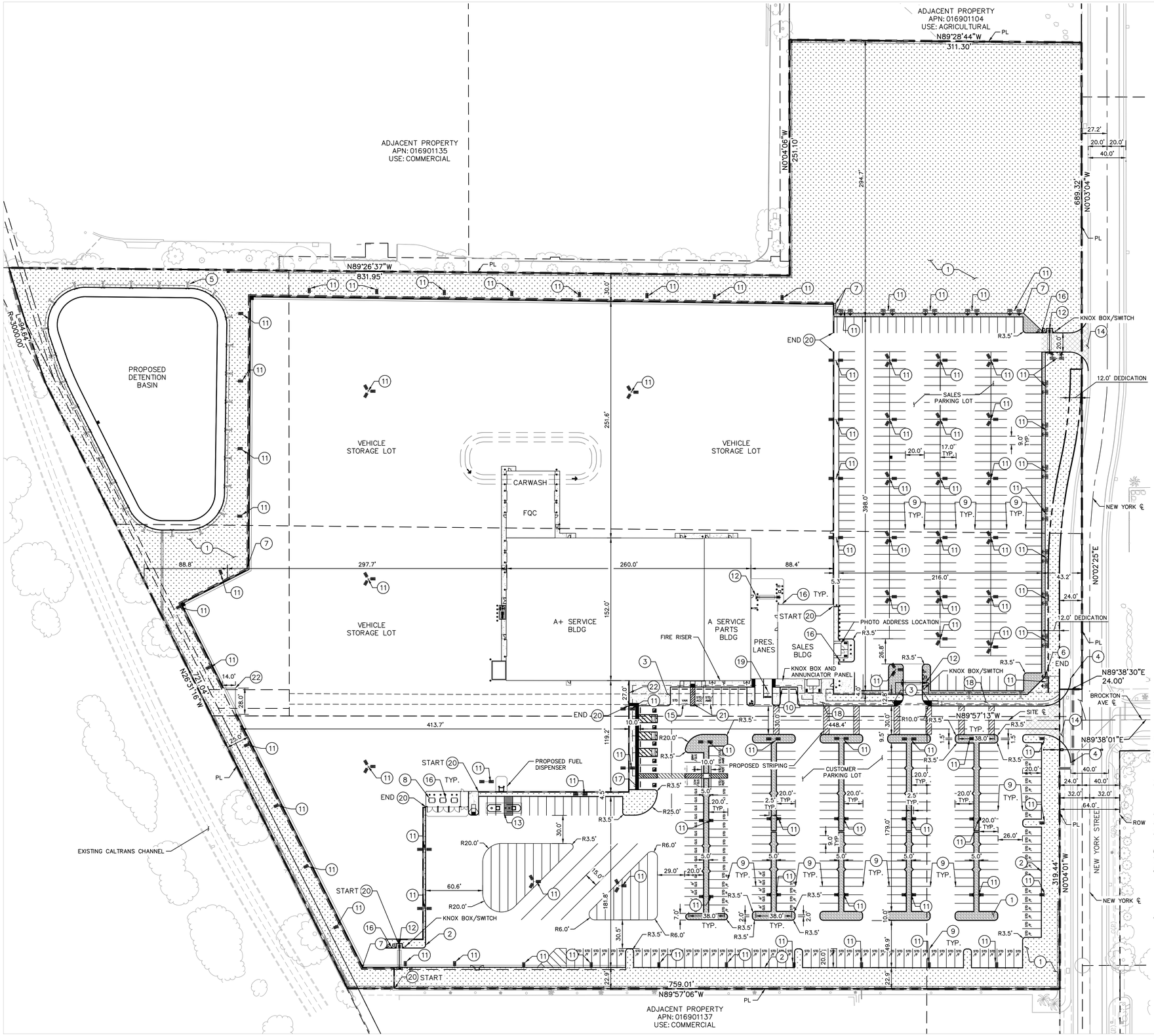
Attachment A - Location Map and Aerial Photo
Attachment B - Site Plan
Attachment C - Planning Commission Staff Report of June 11, 2024
Attachment D - General Plan Land Use Map
Attachment E - Zoning Map
Attachment F - Specific Plan Text Amendment (proposed)
Attachment G - Floor Plan
Attachment H - Table of Development Standards
Attachment I-1 - Landscape Plan
Attachment I-2 - Wall and Fence Plan
Attachment J - Elevations
Attachment K - Preliminary Grading and Utility Plan
Attachment L - Traffic Study and VMT Analysis
Attachment M - Socio-Economic Cost/Benefit Study
Attachment N-1 - Initial Study
Attachment N-2 - Errata for ISMND
Attachment O-1 - Resolution 8615
Attachment O-2 - Resolution 8616 (Specific Plan Amendment)
Attachment O-3 - Resolution 8617
Attachment O-4 - Exhibit B to Reso 8617 (Engineering Conditions of Approval)



City of Redlands

Location Map and Aerial Photo

Author: Redlands GIS **Date:** 5/28/2024



LEGEND:

- CENTER LINE
- PROJECT PROPERTY LINE / RIGHT-OF-WAY
- DIVIDING PARCEL LINE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- LANDSCAPE/PLANTER AREA
- DETECTABLE WARNING SYSTEM
- GRAVEL AREA
- CONCRETE AREA
- ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
- ACCESSIBLE PARKING SPACE
- SITE LIGHTING
- STD — STANDARD EV STALL
- STD/F — STANDARD EV/FUTURE STALL

CONSTRUCTION NOTES:

1. INSTALL LANDSCAPE/PLANTER AREA
2. CONSTRUCT CONCRETE CURB.
3. CONSTRUCT ACCESSIBLE RAMP WITH DETECTABLE WARNING PER DETAIL 8, SHEET C6.3.
4. JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
5. INSTALL WROUGHT IRON FENCE FOR SECURITY SCREENING AROUND BASIN.
6. INSTALL GUARD RAIL PER DETAIL 18, SHEET C6.2.
7. INSTALL GUARD RAIL CORNER PER DETAIL 35, SHEET C6.2.
8. INSTALL DUMPSTER ENCLOSURE AND TIRE STORAGE PER DETAIL 1, SHEET C6.4
9. CONSTRUCT STANDARD 90° PARKING STALL STRIPING.
10. INSTALL WHEELSTOP PER DETAIL 25, SHEET C6.3.
11. INSTALL SITE LIGHTING.
12. INSTALL DROP BEAM GATE.
13. INSTALL UNDERGROUND TANK.
14. CONSTRUCT NEW COMMERCIAL DRIVEWAY APPROACH.
15. CONSTRUCT ACCESSIBLE PARKING STALL PER DETAIL 9, SHEET C6.3.
16. INSTALL BOLLARD PER DETAIL 22, SHEET C6.1.
17. CONSTRUCT SIDEWALK PER DETAIL 10, SHEET C6.3.
18. CONSTRUCT SIDEWALK WITH CURB PER DETAIL 18, SHEET C6.3.
19. INSTALL DIRECTIONAL SIGNAGE PER DETAIL 13, SHEET C6.3.
20. INSTALL CMU WALL. SEE TYPICAL SECTIONS ON SHEETS C4.1 AND C4.2 FOR HEIGHT, MATERIAL, THICKNESS.
21. INSTALL EVCS ACCESSIBLE STALLS PER DETAIL 9, SHEET C6.3.
22. CONSTRUCT GIBRALTAR G-6331 G-FORCE M30 P1 POST AND BEAM SYSTEM OVER SANITARY SEWER EASEMENT. SIZE PER PLAN.

GENERAL NOTES

1. TOTAL CUSTOMER/EMPLOYEE PARKING SPACES:
   REQUIRED = 83 SPACES
   PER JURISDICTION PROVIDED = 304 SPACES
2. PARKING SPACE SIZE:
   REQUIREMENT (PER JURISDICTION) = 9' X 19'
   PROVIDED = 9' X 20'
3. PARCEL I.D. NO. = 0169-011-38 & 0169-011-39
4. SITE ZONING = EV/CG COMMERCIAL
5. SITE ADDRESS = WEST BROCKTON AVE. & NEW YORK ST., REDLANDS, CA 92374
6. TOTAL SITE ACREAGE = 18.56 ACRES.
7. TOTAL DISTURBED ACREAGE = 16.48 ACRES.
8. AREA BREAKDOWN:
   BUILDING = 1.24 AC = 6.7 %
   PAVEMENT/IMPERVIOUS = 12.1 AC = 65.2 %
   LANDSCAPE/GRASSED AREA = 5.22 AC = 28.1 %
   TOTAL = 18.56 AC
9. SITE IS NOT LOCATED IN A FLOOD PLAIN AS PER FIRM MAP 06071C8704H.

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

DIGALERT
DIAL 811 BEFORE YOU DIG
TWO WORKING DAYS BEFORE YOU DIG
TOLL FREE 1-800-227-2600
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

Kimley»Horn

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3880 LEMON STREET, SUITE 420, RIVERSIDE, CA 92501
PHONE: 951-543-9868
WWW.KIMLEY-HORN.COM

ENTITLEMENT PLANS

JOHN POLLOCK R.C.E. 86160

NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC

DRAWN BY:

CHECKED BY:

REVISIONS

REV#	DATE	DESCRIPTION	BY

CARMAX
THE AUTO SUPERSTORE
CARMAX THE AUTO SUPERSTORES, INC.
12800 TUCKAHOE CREEK PARKWAY RICHMOND, VA 23238
(804) 747-0422

STORE NUMBER 4033
BROCKTON AVENUE &
NEW YORK STREET,
REDLANDS, US 92374

BENCHMARK: BRASS DISK IN TOP OF CURB @ SW CORNER TEXAS ST & LUGONIA AVENUE 12' WEST OF WEST END RETURN. ELEVATION 1318.59 FEET.

PROJECT NO. 195440002
DATE 3/26/2024
SHEET TITLE PRELIMINARY SITE PLAN
SHEET NO. C3.0

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5.C.**
Meeting Date: 06/11/2024

APPLICANT:
CarMax AUTO SUPERSTORES, INC.
(PROJECT PLANNER: RYAN MURPHY, SENIOR PLANNER)

PUBLIC HEARING to consider the following applications, for 18.56 acres of land located on the west side of New York Street at West Brockton Avenue, approximately 1,000 feet north of West Colton Avenue in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan (APNs: 0169-011-38-0000 and 0169-011-39-0000):

1. A recommendation to the City Council on **Specific Plan Amendment No. 52 to the East Valley Corridor Specific Plan** – A request to amend the East Valley Corridor Specific Plan to allow pre-owned automobile sales as a conditionally permitted land use (without sales of new automobiles) within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan.

2. A recommendation to the City Council on **Conditional Use Permit No. 1179** – A request to establish a pre-owned automobile sales and service/reconditioning facility within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan.

3. A recommendation to the City Council on **Commission Review & Approval No. 962** – A request for site plan approval and architectural design review to construct a pre-owned automobile sales and service/reconditioning facility consisting of a 4,958 square foot sales building, a 39,621 square foot service/reconditioning building, a 2,772 square foot quality control building with 936 square foot non-public carwash, a private fuel tank/dispenser, and an outdoor vehicle storage lot approximately six acres in size. Related site improvements include customer and employee parking lots, driveways and associated landscape areas, vehicle staging and storage areas.

SYNOPSIS

1. General Plan Designation:	Commercial/Industrial, and Commercial
2. Existing Zoning:	Commercial General (EV/CG) District of the East Valley Corridor Specific Plan
3. Surrounding Zoning:	North: EV/CG District South: EV/CG District East: Light Industrial (M-1) District; Neighborhood General (NG1) and Village General (VG) of the Transit Villages Specific Plan West: Interstate 210 Freeway; EV/CG District
4. Existing Land Use:	Vacant and unimproved land
5. Surrounding Land Use:	North: Home Depot, 7-Eleven gas station, Jack in the Box restaurant, car wash facility, and vacant land South: Toyota of Redlands and Interstate 10 Freeway; retail stores, restaurants, and Redlands Ford south of I-10 freeway East: Teledyne Battery facility, Bill & Wag's Towing, multi-tenant office building, Empire Bowl, and single-family neighborhoods West: Interstate 210 Freeway right-of-way; commercial and retail development

6. Area / Topography:	Flat property sloping approximately 2% to the west.	
7. Environmental Determination:	An Initial Study and Mitigated Negative Declaration was prepared for the project in accordance with the California Environmental Quality Act.	
8. Socio-Economic Cost / Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared per the requirements of Measure 'U,' and the project has a positive Cost/Benefit ratio of +12.10.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	February 23, 2023 July 3, 2023 June 11, 2024

PROPOSAL

The proposal is a request to construct and operate a used automotive dealership and reconditioning facility on approximately 18 acres of vacant land located on the west side of New York Street at West Brockton Avenue (see Attachment A – Location Map and Aerial Photo). The proposal is for constructing buildings and site improvements including the following (see Attachment B – Site Plan):

- 4,958 sq. ft. sales and administration building;
- 39,621 sq. ft. service/repair/reconditioning facility;
- 2,772 sq. ft. quality control building and carwash
- Customer and employee parking lot with 292 spaces;
- Outdoor vehicle storage lot with space for 1,105 repair/reconditioning vehicles; and
- Related site improvements including vehicle unloading and staging areas, driveways, landscaping, lighting, walls and fences, drainage detention basin, and utility connections to and through the site.

The CarMax national business model consists entirely of the sale of used automobiles, both as a retail operation and wholesale, although the subject application does not include any wholesale operations. CarMax acquires its pre-owned vehicle inventory from its customers and the general public at its retail stores, or by purchasing wholesale pre-owned vehicles from third party sellers. Those vehicles are prepared for sale through the reconditioning process, which may involve minor work (e.g., cleaning, repairing scratches, replacing tires, or other cosmetic treatment, etc.) or more major work to the interior or exterior (e.g., engine or mechanical repairs, body repair, repainting, etc.). Reconditioning activities are described in further detail in the Analysis section of this report.

Table 1-A below summarizes the building floor areas and square footage within the proposed project.

Table 1-A: Building Floor Area Summary

Land Use	*Floor Areas*	*Size (square feet)*
Retail Sales	Sales area, administration offices, operational support desks, and other administrative functions	4,958
	Vehicle presentation area	1,232
	Sub-total:	6,190 (12.5%)
Vehicle Repair & Reconditioning	Vehicle repair & service areas, cosmetic area,paint booths, photo booths, and related areas	35,669
	Training room, break rooms, managers & employee offices, parts receiving & storage rooms	3,952
	Carwash, quality control offices	3,675
	Sub-total:	43,296 (87.5%)
TOTAL:		49,486

Table 1-B below summarizes the project site areas for customer and employee parking, sales display lot, and screened vehicle storage areas.

Table 1-B: Parking Area Summary

Parking Areas	*Dimensions (approximate)*	*Size (approximate)*
For Sale vehicles display lot (318 parking spaces)	225’ wide by 405’ long	2.09 acres
Customer & Employee parking (303 parking spaces)	300’ wide by 440’ long	3.03 acres
Repair vehicles storage lot (1,105 parking spaces)	Sum of areas = 261,500 sq. ft.	6.0 acres
Future Expansion Area (to remain vacant)	246’ wide by 308’ deep	1.74 acres

As the sale of used automobiles (without the sales of new automobiles) is not permitted within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan, the proposal also includes a Specific Plan Amendment to the East Valley Corridor Specific Plan to allow used automobile sales (not in conjunction with sales of new automobiles) in the EV/CG District as a conditionally permitted use, requiring a Conditional Use Permit application.

BACKGROUND

The 18.5-acre project site, located on the west side of New York Street at West Brockton Avenue, is vacant, unimproved, and thinly covered with non-native grasses and shrubs due to semi-regular weed abatement. Aerial photographs show that it was used for citrus cultivation until the 1970's. There are no development-related permits or entitlements for the site.

The applicant's initial inquiries about the project site in early 2022 were for a vehicle reconditioning facility, large outdoor vehicle storage yard, and wholesale non-public sales of used vehicles, without sale to the general public. In June 2022, the applicant was informed that because the current zoning allowed only retail uses, the proposed industrial uses could not be permitted. The applicant was also advised that rezoning or a specific plan amendment would not be considered to accommodate industrial uses on the project site. In response to staff's comments, the applicant revised the proposal to include retail sales of pre-owned automobiles vehicles on the site (without new vehicle sales as required by the current zoning) and submitted a formal development application in February 2023.

Surrounding Land Uses: The subject property sits to the east of the SR-210/I-10 Junction, approximately 30 feet below the travel lanes of the freeway. The surrounding properties and vicinity have been developed with predominantly retail-oriented uses and retail/commercial services. A shopping center is located to the north. To the west, the Mountain Grove and Citrus Plaza shopping centers were developed in the unincorporated "donut hole" area (also within the East Valley Corridor Specific Plan). To the south is Toyota of Redlands. To the east, the area is primarily service retail and residential in character, with the exception of the Teledyne Battery facility (established in 1920).

ANALYSIS

A) General Plan

Land Use Designation: The General Plan provides two land use designations for the project site (See Attachment C – Existing General Plan). The majority of the project site (totaling approximately 16.36 acres) are within the "Commercial/Industrial" land use designation, and the northwest corner of the project site is designated for "Commercial" land use (totaling approximately 2.2 acres adjacent to the 210 Freeway). The Commercial/Industrial land use category designates areas where certain types of commercial and light industrial uses may be compatibly located.

General Plan Policies: The project is consistent with the following general plan policies and actions.

> *Action 4-A.3* – Ensure that infill development complements existing development in use, design, and scale, and that it supports the cohesion and integration of the city's development pattern.
> *Policy 4-P.21* – Provide for the development of regional commercial destinations near highways and major transportation corridors.
> *Policy 4-P.27* – Promote high-quality development in the East Valley Corridor by using the East Valley Corridor Specific Plan (EVCSP) to provide opportunities for a range of office, commercial, industrial, and residential uses, and associated services and amenities.
> *Action 4-A.27* – Provide space for expansion of existing industries and protect them from encroachment by inharmonious uses, but encourage most new industries to locate in the East Valley Corridor where impacts on residential areas will be minimized.
> *Action 4-A.46* – Maintain, implement, and update (as necessary) the EVCSP in order to promote and facilitate high-quality commercial and industrial development in the EVCSP planning area while being responsive to physical and environmental constraints and opportunities.
> *Action 4-A.48* – Facilitate the development of a wide range of commercial uses to serve

the region, local industry, and residential neighborhoods and facilitate employment of local residents.

B) Current Zoning and Specific Plan

The entire project site is located within the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan (See Attachment D – Zoning Map). Per Section EV3.0705 (Locational Standards) of the East Valley Corridor Specific Plan, "the area is occupied or will be occupied by stores and businesses which provide retail sales and services." As such, permitted uses within EV/CG include a wide range of retail stores, restaurants, personal services, retail services for individuals and businesses, service commercial uses conducted indoors, and repair/servicing of items permitted to be sold within the district.

New automobile sales are currently a Permitted use. At the present time, the sale of used automobiles is only allowed in conjunction with (ancillary to) the sale of new automobiles as an accessory use.

The open outdoor storage of materials, products, equipment, etc., is generally not permitted in EV/CG district. However, the applicable Automobile Sales Development Standards (Section EV3.0720(g)(6)) permit related "service areas and facilities" if they are completely screened from view from the public right-of-way. Based on staff's review of the application, the outdoor vehicle storage yard appears to be proposed as an ancillary activity to the pre-owned automobile retail sales and vehicle repair/reconditioning operations, which are proposed to be conditionally permitted pursuant to a Specific Plan Amendment as detailed below.

C) Specific Plan Amendment

The proposal includes a request to amend the text and list of conditionally permitted land uses within the EV/CG district (EVCSP Section EV3.0713) to allow the sale of pre-owned (used) automobiles as a conditionally permitted land use, without the sale of new automobiles. Currently, the EV/CG district only allows used automobile sales in conjunction with new auto sales (i.e., used auto sales being ancillary and subordinate to the primary land use of new automobile sales).

The issue before the Planning Commission is if this entire proposal is consistent with other permitted and conditionally permitted uses in the EV/CG District, and if it were to be approved, the use would not cause major detrimental costs or externalities on other uses permitted within the same zone. Prior to approving a Specific Plan Amendment, the Planning Commission must first determine that the proposal will be in conformity with the General Plan. Text amendments should also be consistent with the purpose and intent of the subject zoning district.

The intent of the General Commercial (EV/CG) District states,

> "The General Commercial District creates, preserves, and enhances areas for businesses which provide a variety of goods and services serving a community of regional market. The District provides for the grouping of retail and service uses that are compatible in the type of commodity sold, the scope of services provided, or the method of operation.
>
> The District may contain major department stores, administrative/professional headquarters, and community or regional shopping centers. Smaller businesses which benefit from the customer drawing power of the larger stores and provide specialty goods and services may be located there. The creation of a pleasant and efficient environment for shopping and business is the primary function of this District."

Additional minor text amendments have been recommended by staff to ensure that used automobile sales will be subject to the same development standards that are required of new automobile sales

establishments (EVCSP Section EV3.0720), and to clarify the applicability of those development standards to the Redlands Municipal Code. The proposed text amendments to the Specific Plan are shown on Attachment E. If approved, the proposed amendment would apply to all properties located within the EV/CG District.

D) Used Automobile Sales & Reconditioning Facility

As described above, the specific plan (as amended) would require a Conditional Use Permit. The Commission Review & Approval permit is for site plan approval, site construction, and architectural design review for the proposed facility.

Operational Characteristics: CarMax's national business model consists entirely of the sale of used automobiles, both as a retail operation and wholesale (however, this application does not propose any wholesale operations). Vehicles may also be transported to and from this location at the request of customers who are interested in test-driving or purchasing vehicles. CarMax acquires its pre-owned vehicle inventory from its customers and the general public at its retail stores, or by purchasing wholesale pre-owned vehicles from third party sellers. Those vehicles are prepared for sale through the reconditioning process (described below).

To ensure the development operates as proposed, a condition of approval has been added that requires the sales building (i.e., the floor area shown for conducting retail sales as shown on the project plans) (See Attachment F) shall be regularly operated and staffed for conducting onsite retail sales of automobiles on all days that the subject property is in operation. The other activities on-site shall not be operated unless the retail sales component of the business is also being operated during daytime hours on the same day. The retail sales building shall be operated for a minimum of eight hours (e.g., 9:00 AM to 5:00 PM) on every day that other non-retail uses/activities/operations are occurring.

*Reconditioning Operations: "*Reconditioning" is the process by which CarMax prepares a car, truck, or SUV for resale. Reconditioning or refurbishing may include minor repairs (such as the replacement of small parts) and can also include major repairs (such as paint, engine, and body work). Inventory that does not meet the CarMax standards for sale to retail customers will be transported off-site to other CarMax facilities for wholesale. As such, the reconditioning operations and outdoor storage at this site may also serve as a regional refurbishing facility for other CarMax stores outside Redlands. The reconditioning process consists of two stages: inspection and repair/refurbishing. The proposed facility will contain parking areas for employees, a secured parking area for inventory arriving or departing from the facility, loading and unloading areas for vehicle transporters, and a fully enclosed service building (with vehicle lifts, paint booth, photo booths, parts receiving and storage room, employee break rooms, etc.). The reconditioning facility will also be equipped with an attached quality control building, carwash, and private fuel pumps for inventory vehicles.

These operations are proposed as an ancillary use, whereby the primary use of the site would be the retail of used automobiles.

Development Standards: As proposed, the project meets the minimum requirements and development standards for the EV/CG District, summarized in Table 2 (see Attachment G for detailed list).

Table 2: EV/CG District Development Standards

Development Standard	*Requirement*	*Proposed*
Lot Area	50,000 square feet (approx. 1.14 acres)	18.56 acres

Floor Area Ratio	0.25 maximum	0.067
Building Height: - Service bldg.: - Sales bldg.:	No requirement	24'0" 19'4" (roofline) 27'4" (gable)
Front Setback	25 feet min.	approx. 230 feet
Freeway setback (for buildings)	50 feet min.	300 feet
Freeway setback (for landscaping)	25 feet min.	25 feet
Lot Coverage	No requirement	6.7%
Site Landscaping (automobile dealership)	10% min.	29%
Parking Lot Landscaping	7% min.	14%
Parking Spaces	133 spaces min.	292 customer / employee spaces; 304 display spaces; 1105 vehicle storage spaces

Site Design: The buildings on-site are centered on the property. The sales building, 4,958 square feet in size, will be prominent and visible as it fronts New York Street, and all three areas of the site. Additionally, the service/reconditioning building 39,621-square feet in size will be prominent as it comprises most of the building area, has the largest expanse of walls and is highly visible from the freeway and other portions of the site. The 2,772-square foot Final Quality Control building and 936-square foot non-public carwash are located primarily within the screened staging area. The sales building and service/reconditioning/FQC/carwash buildings are connected by a covered, pass-through "presentation" lane where vehicles are exchanged between customers and employees. The total building square footage proposed for the site is 49,491 SF.

Outdoor Vehicle Storage: Of the 11.92 acres of impervious surface proposed on the plan, over half of the site (approximately 9 acres) is allocated to the paved "vehicle staging area" that is located to the west and north side of the property and will be surrounded by a masonry wall for screening and security purposes. This staging area is the Project's "back of house" area where vehicles are stored and staged while awaiting inspection, sales, reconditioning, or pickup for distribution elsewhere. Access to the non-public staging area will also be secured with embassy-style security gates. Although fire access/circulation lanes will be striped (see Attachment H), no other striping plan is provided. Plans for the project state that 1,105 vehicle spaces are provided for "non-sales" parking.

Parking, Access, and Circulation: Access to the site is provided via one unsignalized full movement driveway at the intersection of New York Street and Brockton Avenue. An additional driveway for test drives only and emergency access with Knox Box access only will be at the north end of the sales/display lot. The customer and employee parking area will be located on the southern side of the site, adjacent to New York Street and the existing automobile dealership to the south. In addition to passenger vehicle parking, four car-carrier loading spaces are provided in the southwestern portion of the lot. A paved and striped "vehicle sales display area" visible from the public right-of-way is located at the northeast corner of the property and will be surrounded by a low guardrail system for security purposes. This sales display area is the "outdoor showroom" for vehicles available for retail purchase. Vehicular access to the sales display area is secured with embassy-style security gates

and pedestrian access is only available by passing through the building's sales offices.

Traffic Impact Assessment: In accordance with Measure U, a traffic study was prepared for the project (Attachment I), to evaluate the potential for transportation impacts resulting from the development of the proposed project. The study, prepared by Kimley-Horn and Associates, Inc,, analyzed existing conditions without the project, existing conditions plus the project and analyzed the specific roadway and site access improvements that are included as part of the project.

The project is estimated to generate approximately 552 trips on a daily basis, with 15 trips in the morning peak hour and 27 trips in the evening peak hour. The applicant estimates that approximately 170 total “production” employees over 2 shifts (7:00 AM to 3:00 PM; and 3:00 PM to 11:00 PM) on a daily basis. With this scheduling, the applicant estimates that employees would arrive and exit their shifts during non-peak hours of adjacent street traffic. As a result, the concludes that the “production” employees will not generate additional peak hour traffic. Data estimates provided by the applicant show that there will be 10 car carrier trucks per day to the project site, for a total of 20 truck trips per day. Using these estimates prepared by CarMax that were based on their site operation characteristics, the study concludes that the addition of the proposed project does not degrade the Levels of Service below the current Levels of Service grade. Therefore, the proposed project is forecast to result in no substantial transportation impacts.

Walls, Fences, and Screening: The applicant has provided a wall and fence exhibit within the project plans (see Attachment J). Three types of fencing are proposed:

- Sales Display Area: 2.5-foot vehicle guardrail/fence, set behind a landscape screen of shrubs for screening views from New York Street.
- Detention Basin: 4-foot-high ornamental fencing around the perimeter of the basin (wrought-iron or equivalent).
- Vehicle Storage Lot: 6-foot-high split-face block wall around the perimeter of the vehicle storage lot.

Within the East Valley Corridor Specific Plan, all loading areas, mechanical equipment, outside storage, refuse areas, or other uses are required to be screened. Additional development standards for automobile sales uses (including the sale of used automobiles, if the Specific Plan Amendment is approved) requires that service areas and facilities be completely screened from the public right-of-way. Screening methods may include the use of decorative walls, earthen berms, landscaping, or a combination of these methods. Currently, the applicant is proposing a 6-foot split-face block wall to screen and enclose the vehicle storage area. As CarMax sells vehicles that are taller than 6-feet high (such as vans and trucks), and due to the high visibility of the site from the elevated freeway, staff recommends that the Planning Commission add a condition of approval requiring enhanced screening for the rear outdoor vehicle storage area, to include a minimum 8-foot high decorative screen wall and the planting of additional trees and shrubs within the landscaped freeway setback. This will ensure maximum land use compatibility in that taller vehicles will be less visible from New York Street and neighboring retail properties, and views onto the site from the freeway are appropriately screened.

At the south property line, the existing 6-foot wrought iron fence installed on the Toyota property (adjacent to customer and employee parking) will remain.

Architectural Design Review: The building elevations (see Attachment K) show that the building façade will be constructed of a dark brown colored split-face and smooth concrete masonry unit (CMU) block that have smooth stucco exterior in light brown. A blue gabled standing seam metal roof characteristic of CarMax (maximum height of 27’4”) is proposed for the sales building, which also employs blue tinted glazing and metal awnings at the pedestrian level.

Massing for the service/reconditioning building will be articulated by a tonal color banding around the building, and the addition of pilasters to break up long expanses of wall, while providing for variations in the roofline. The architectural treatments will be applied consistently to all building facades to create a cohesive look. Variated roof forms will be incorporated to distinguish the main customer entry points and the different to buildings. The roofline (height of 24'0") consists of a parapet with cornice features and is painted white. Roof-top equipment will be screened by a pre-finished earth-tone metal screen and parapet walls. The proposed design is consistent with the applicable Architectural Design Guidelines (see Attachment L - Table of Architectural Guidelines).

New construction is subject to review by the Planning Commission per RMC Chapter 18.12 and requires Commission Review & Approval. The Commission reviews the project to determine whether the proposed development is in conformity with RMC Section 18.12.170 (Architectural Review Criteria) and if approval of the site plan is in the best interest of the public health, safety, and general welfare. It is intended that design submittals be compatible with the character of adjacent and surrounding developments, and that they be of comparable composition, materials, textures and colors. The proposed project may be found to be consistent with the Architectural Review Criteria contained in RMC Section 18.12.170 (listed below).

1. Site layout, orientation, location of structures and relationship to one another, as well as open spaces and topography.

The proposed project meets all applicable development standards in terms of building coverage, setbacks, and the landscape requirements. The proposed site layout, building orientation, location of structures and relationship to one another are physically suitable in size and shape to support the development. The site's main entry will be accessed from a two-way driveway on New York Street.

2. Harmonious relationship of building with existing and proposed adjoining developments.

The project site is surrounded by commercial and service developments on all three sides, and the building is similar in size and scale to those adjacent developments. In addition, landscaping and screening is proposed that will increase the land use compatibility with neighboring developments by reducing views onto storage areas. The building materials (concrete block and stucco) and brown earth-tone colors with white and blue accents will complement the adjoining developments, such as the Home Depot to the north, and the Toyota of Redlands to the south,

3. Maximum height, area, setbacks and overall mass of buildings, as well as other structures such as walls, screens, towers or signs, and effective concealment of all mechanical equipment.

The project will conform to the development standards in terms of maximum height, area, setbacks, and overall mass of the building. The roofing plan provided identifies screening methods for rooftop equipment. A screen wall and landscaping is proposed to conceal equipment and storage areas from view from the public right-of-way, and the landscaping plan indicates all ground mounted equipment will be screened.

4. Harmony of construction materials and colors in relation to all exterior elevations.

The proposed architectural element of the building is consistent with the surrounding buildings in terms of material, color, scale, and mass. Thematic architectural features are incorporated on all elevations visible from public vantage points. The building's modern design elements include pilasters, an enhanced cornice at the roofline, variation in

materials between plaster and textured block, variation in neutral toned colors (brown, beige and white), building articulation, and detail elements. The proposed color palette will consist of a light brown tone at the ground-floor level, a white accent color at the roofline/cornice, and enhanced blue aluminum and glazing elements such as windows and door openings at main entry points.

5. Location and type of planting, with due regard for the preservation of specimen trees upon a site.

The proposal meets the landscaping development standards for the EV/CG district and other requirements for automotive dealerships within the East Valley Corridor Specific Plan. No specimen tree exist on the current site. andscaping is proposed around the perimeter of the site and within public parking areas (See Attachment M). The landscape palette consists of palm trees, deciduous trees and shrubs, evergreen shrubs, groundcover, wood mulch, and rock. A condition of approval has been added requiring rock ground cover to be used in combination with shrubs and live plants to ensure that the landscape plan continues to comply with the Redlands Municipal Code and EVCSP.

Enhanced landscaping is provided at the site entrance at New York Street. The minimum landscaping requirement for automobile dealerships in the EVCSP is 10% of the project site, and the proposed project provides 29% of landscaping lot coverage which exceeds the minimum requirement. All landscaping will be designed to meet the City's Water Efficient Landscape requirements.

6. Design and appropriateness of signs in relation to the architectural style of the building.

Any future signage would be subject to the signage standards for the EV/CG District and Redlands Municipal Code, and require a separate permit and approval. Signs are intended to be placed below the roofline in areas that will not interfere with the building or expose residents or businesses to unsightly views from the public right-of-way. Freeway signage will likely be accommodated on the existing freeway sign for Toyota of Redlands.

7. Glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

A condition of approval has been added to the project that glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance of 25%.

Grading and Drainage: The preliminary grading and utility plan (See Attachment N) indicates that excessive grading is not required to support development of the project. No large retaining walls are proposed. The majority of runoff from the site will be intercepted by inlets and swales that convey the flows downstream to an infiltration basin for detention. The detention basin will infiltrate stormwater and discharge additional runoff.

Site Lighting: The Proposed Project will use LED lighting fixtures mounted on 26-foot-tall light poles for visibility and security. Fixtures will be shielded and aimed downward to reduce light spillover onto adjacent properties.

Future Expansion Area: The Site Plan and Landscape Plan note a “Proposed Expansion Area” on the north side of the project site (abutting the Lowe’s store on the west side and another approved shopping center project on the north side). The Expansion Area is approximately 308’ by 246’ for a total of 1.74 acres, and the Landscape Plan indicates “non-irrigated hydroseed” (i.e., natural

groundcover such as grasses and wildflowers) which implies the area will not be regularly maintained as part of the CarMax project. A condition of approval has been added that requires sufficient irrigation, maintenance, and/or replanting as needed to maintain a viable groundcover moving forward. No fencing is currently shown around the area, and any future installation of fencing to enclose or secure the area will need to be decorative (such as tube steel) to match the CarMax development. As no land uses or construction are authorized for the Expansion Area, any future expansion or development in this area will require a formal application for a Revision to the CUP and CRA (including review and approval by the Planning Commission).

ENVIRONMENTAL REVIEW

The City retained an environmental consultant to fully analyze the project and prepare an Initial Study (Attachment P) in accordance with the California Environmental Quality Act (CEQA). Pursuant to the CEQA Guidelines, the Initial Study/Mitigated Negative Declaration (IS/MND) was made available for public review and comment for 30 days (State Clearinghouse No. 2024050187). A Notice of Intent was filed with the County Clerk on May 2, 2024, and with the State Clearinghouse. The IS/MND was circulated for over 30 days between May 3, 2024, and June 3, 2024. The environmental documents were also made available via the City's website (www.cityofredlands.org/post/environmental-documents). No public comments were received during the public review and comment period.

The Initial Study recommends a Mitigated Negative Declaration with twelve (12) mitigation measures which pertain to Biological Resources, Cultural Resources, Tribal Cultural Resources, Geology and Soils, and Hazards and Hazardous Materials. All mitigation measures will ensure that any potential effects will remain less than significant. After mitigation, no significant effects were identified as a result of the project, and the recommended mitigation measures will be incorporated into the project as mandatory Conditions of Approval.

FINDINGS

Each of the entitlements for the proposed project has specific findings, which are established by the Redlands Municipal Code, and are required to be made by the Planning Commission before the Commission can recommend approval of the entitlements for the project. In addition, for the project entitlements (CUP and CRA permits) to be approved, it is first necessary for a Specific Plan Amendment to be approved (to allow the requested land use as a conditionally permitted use). Approval of a Specific Plan Amendment is a discretionary decision (i.e., at the discretion of the City Council with a recommendation from the Planning Commission), with a finding that the proposed amendment would be in conformance with the 2035 General Plan.

Complete lists of applicable findings are included in the Planning Commission Resolutions (see Attachments Q-1, Q-2, and Q-3).

RECOMMENDATIONS

Based on the above analysis and findings, staff recommends that the Planning Commission adopt Resolution Nos. 1683 and 1684 recommending adoption of the Initial Study/Mitigated Negative Declaration, adoption of the Socio-Economic Cost/Benefit Study for the project, approval of the Specific Plan Amendment, and approval of the project entitlements to the City Council.

MOTIONS

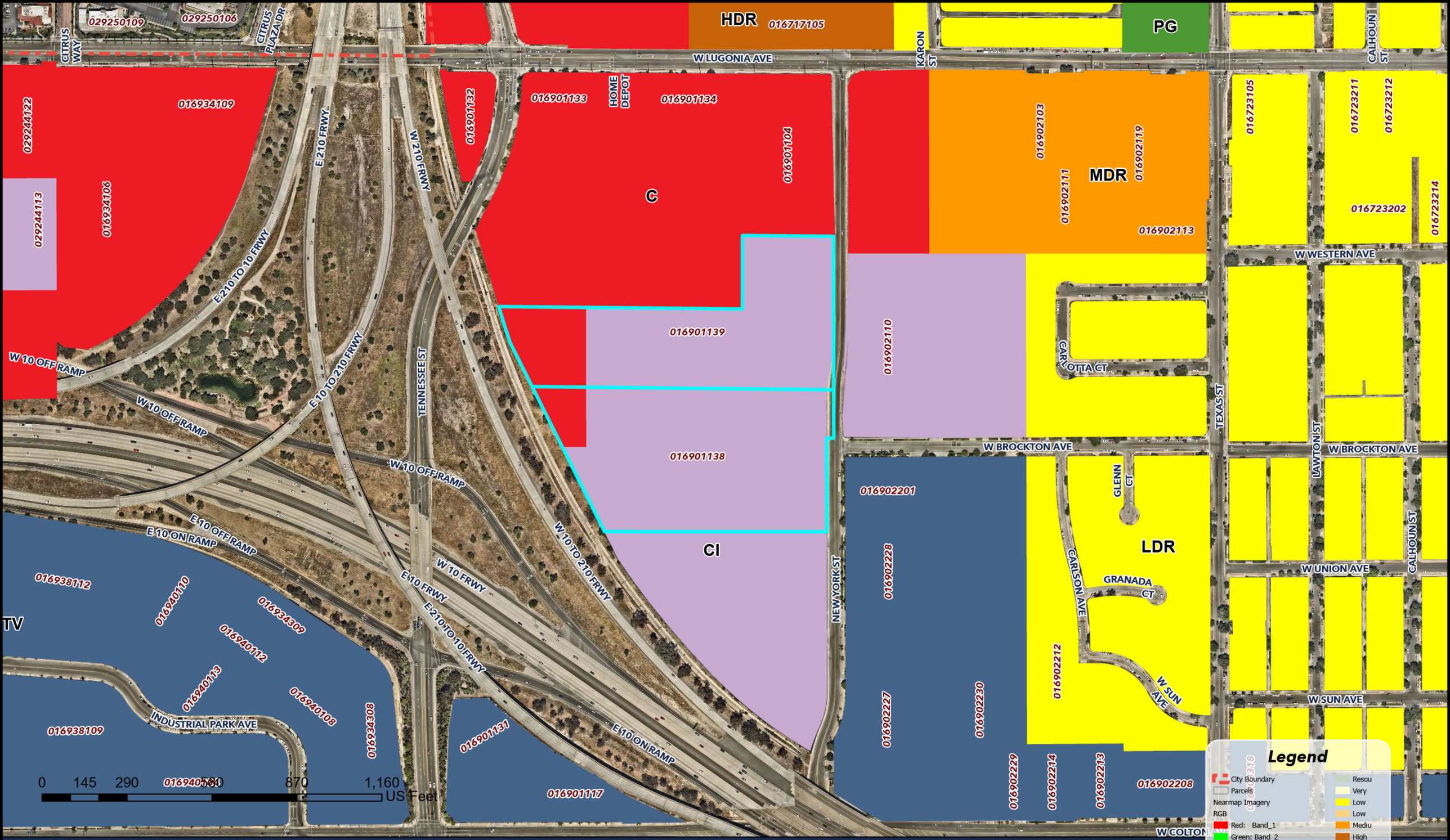
If the Planning Commission concurs with the staff recommendation, the following motions is provided:

"I move that the Planning Commission adopt Resolution Nos. 1683 and 1684 and recommend that the City Council:

- Adopt the Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program for the proposed project;
- Adopt the Socio-Economic Cost/Benefit Study for the project;
- Approve Specific Plan 40 Amendment No. 52;
- Approve Conditional Use Permit No. 1179; and
- Approve Commission Review & Approval No. 962."

Attachments

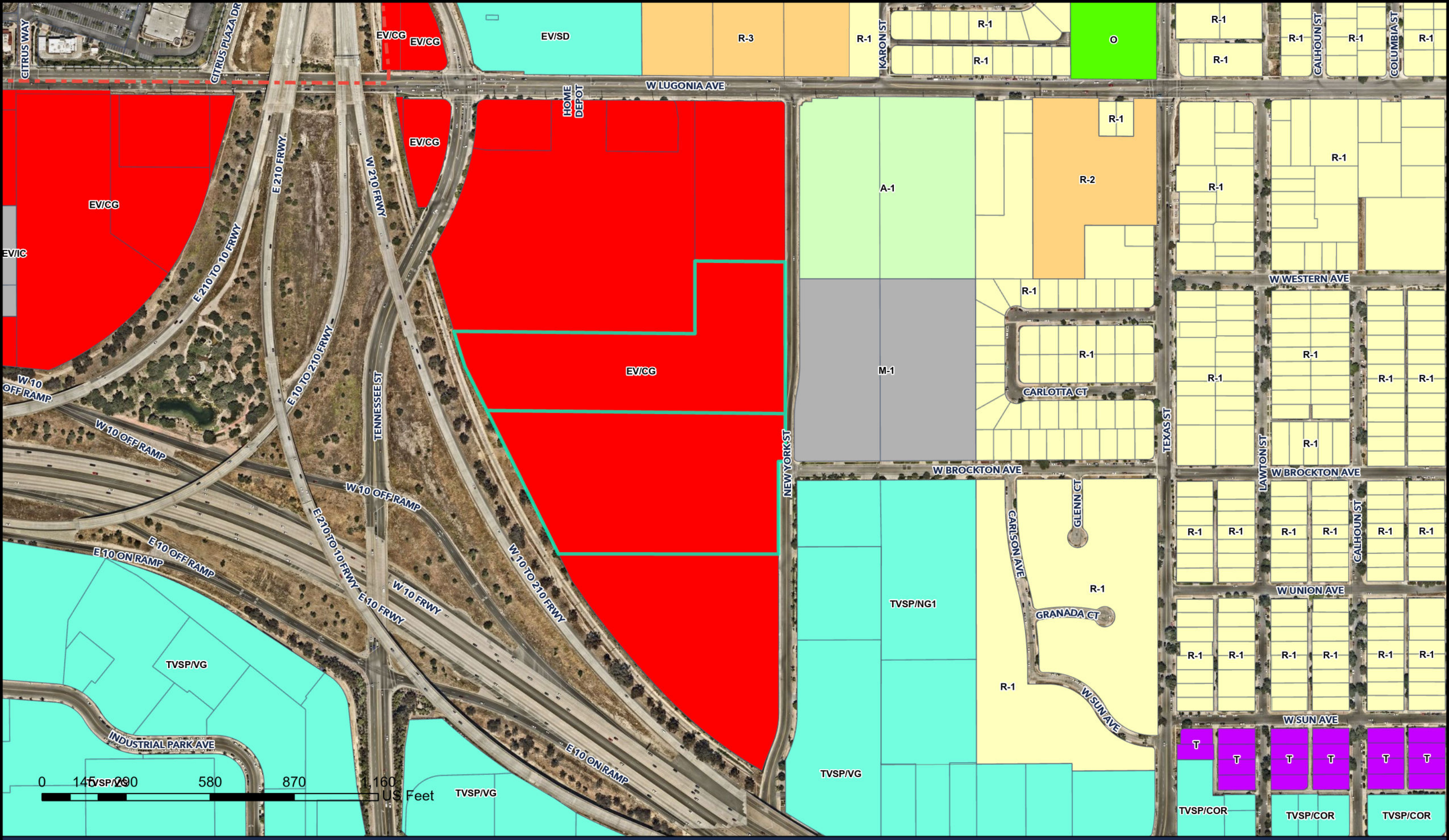
Attachment A - Location Map and Aerial Photo
Attachment B - Site Plan
Attachment C - General Plan Land Use Map
Attachment D - Zoning Map
Attachment E - Specific Plan Text Amendment
Attachment F - Floor Plan
Attachment G - Table of Development Standards
Attachment H - Fire Master Site Plan
Attachment I - Traffic Study and VMT Analysis
Attachment J - Wall and Fence Plan
Attachment K - Elevations
Attachment L - Table of Architectural Guidelines
Attachment M - Landscape Plan
Attachment N - Preliminary Grading and Utility Plan
Attachment O - Socio-Economic Cost/Benefit Study
Attachment P - Initial Study/Mitigated Negative Declaration
Attachment Q-1 - Resolution No. 1683 (Specific Plan Amendment)
Attachment Q-2 - Resolution No. 1684 (CUP 1179 and CRA 962)
Attachment Q-3 - Exhibit B to Resolution 1684 (Engineering Conditions of Approval)



City of Redlands

Map Title Topic

Author: Redlands GIS **Date:** 6/3/2024



City of Redlands

Existing Zoning

Author: Redlands GIS **Date:** 5/28/2024

CHAPTER 7. GENERAL COMMERCIAL

Section EV3.0701 Intent

The General Commercial District creates, preserves and enhances areas for businesses which provide a variety of goods and services serving a community or regional market. The District provides for the grouping of retail and service uses that are compatible in the type of commodity sold, the scope of services provided or the method of operation.

The District may contain major department stores, administrative/ professional headquarters and community or regional shopping centers. Smaller businesses which benefit from the customer drawing power of the larger stores and provide specialty goods and services may also be located here. The creation of a pleasant and efficient environment for shopping and business is the primary function of this District.

Section EV3.0705 Locational Standards

(a) The area is occupied or will be occupied by stores and businesses which provide retail sales and services for a wide range of consumer needs, characterized by relatively long-term utility.

(b) The District is located either at the intersection of major streets or along major streets and freeways.

(c) The area is free of environmental constraints and has physical conditions which can sustain commercial development, including all required parking, circulation, landscaping and yards.

(d) The location shall be consistent with the General Plan text and maps.

Section EV3.0710 Permitted Land Uses

The following uses are permitted within the General Commercial District. New construction shall require Commission Review and Approval as required by the Redlands Municipal Code. Determinations regarding similar uses not specifically listed shall be made pursuant to §EV3.0135(b).

(1) Agriculture as a continuation of the existing land use, including orchards, groves, nurseries, field crops, tree crops, berry crops, bush crops, truck gardening and commercial flower growing, and structures and appurtenances thereof.

(2) Uses permitted in the Neighborhood Commercial District and Administrative Professional District.

(3) Retail sale of goods generally characterized by relatively long-term utility or consumption, including but not limited to the following types of goods and/or stores:

- Antiques
- Appliances
- Art galleries, print and frame shops
- Auto and motorcycle parts and accessories (new)
- Automobiles, motorcycles and other motor vehicles (new)
- Bicycles and parts
- Boats
- Commercial nursery, retail
- Computers and accessories
- Department and general merchandise stores
- Draperies, curtains, upholstery
- Fur goods and apparel
- Furniture and home furnishings
- Home improvement centers
- Jewelry, precious metals, coin and stamp dealers
- Office supplies and equipment
- Photographic equipment and supplies
- Plumbing and heating equipment and supplies
- Radio, TV, stereo
- Secondhand merchandise and thrift shops
- Swimming pools and spas
- Vintage or collectible vehicles
- Wall and floor coverings

(4) Provision of services to individuals and business establishments, generally including but not limited to the following types of services:

- Automobile rental (limited to offices and storage of vehicles only; no on-site repair or maintenance of rental vehicles permitted)
- Car washes
- Eating establishments (including on-site sale of alcoholic beverages), with the exception of drive-through restaurants, which shall require a Conditional Use Permit
- Funeral parlors and mortuaries
- Furniture repair and re-upholstery
- Medical massage therapy; provided, that (a) a minimum of eighty percent (80%) of the establishment's clients are from referrals by state-licensed health care providers, and (b) the establishment's records are kept on the premises and made accessible to the City upon request for compliance
- Pet grooming
- Restaurants *See "Eating establishments"*

- Taxidermy
- Telephone exchanges
- Veterinarians and animal hospitals
- Vocational and trade schools

(5) Repair and servicing of any article which is permitted to be sold in this District.

Section EV3.0712 Accessory Land Uses

The following uses are permitted as an accessory use to a primary permitted or conditionally permitted use:

(1) Sale of used automobiles and other vehicles, if accessory to the sale of new vehicles.
(2) Nightclubs
(3) Recreation centers
(4) Skating rinks indoor)
(5) Hotels and Motels
(6) Conditionally permitted uses in the Administrative Professional District and Neighborhood Commercial District.

Section EV3.0713 Conditionally Permitted Uses

The following uses may be permitted subject to approval of a Conditional Use Permit by the Planning Commission. Determinations regarding similar uses not specifically listed shall be made pursuant to §EV3.0135(b):

(1) Auto service and repair centers

(2) Commercial repair garages for motor vehicles and equipment (including body and paint work)

(3) Cultural, Entertainment and Recreational Facilities, generally including but not limited to the following:

- Arcades, pool halls, discotheques
- Bars and cocktail lounges
- Bowling alley and miniature golf
- Drive-in theaters
- Gymnasiums, health and athletic clubs, figure salons
- Live theaters (except adult theaters as defined by the Redlands Municipal Code)
- Meeting halls (lodge and union)
- Motion picture theaters
- Nightclubs
- Recreation centers
- Skating rinks (indoor)

(4) Hotels and Motels

(5) Conditionally permitted uses in the Administrative Professional District and Neighborhood Commercial District.

(6) Retail sales of pre-owned or used automobiles (as a primary use) not in conjunction with new auto sales.

Section EV3.0715 Prohibited Uses

Any use not listed as permitted, conditionally permitted, or permitted as an accessory use is prohibited in the General Commercial District.

Section EV3.0720 Development Standards

(a) All lots shall have adequate width, depth and area to accommodate all required parking, setbacks, landscaping, loading, trash enclosures, and access requirements.

(b) No maximum building height is established. Height limits shall be determined in accordance with Part 77 of the FAA regulations. Also refer to Floor Area Ratio-Section EV4.0240(a).

(c) Minimum building setbacks shall be as follows:

(1)

Front yard	25 feet
Street side yard	25 feet
Side and rear yards	None except where adjoining residential district

(2) Where district abuts a street designated as a Special Landscaped Street in Section EV4.0115 (a), see Section EV4.0155 for setback and landscaping requirements.

(3) Where district abuts a residential district or residential portion of a Planned Development, see Section EV4.0225 (d) for setback and landscape buffer requirements.

(4) See Section EV 3.0620 (i) for exceptions for front yard and street side yard setbacks for unenclosed, architectural type projections such as portico's, porte-cochere's, and pedestrian walkways for drive through restaurants and services.

(d) For requirements on landscaping, walls, access, parking, loading, trash enclosures, lighting and storage, the provisions of Division 4 shall apply.

(e) The provisions of Division 4 shall apply to signs. In addition, the maximum area of any sign facing a residential district shall be 75 feet.

(f) All access ways to a public street shall be located not less than seventy-five (75) feet from the intersection of any street lines, and shall be designed in a manner conducive to safe ingress and egress. Where practical, exits shall be located on a minor street. Frequency of access ways shall be at intervals of not less than one hundred (100) feet.

(g) Automobile Sales Development Standards

The purpose of these provisions are to establish standards for the development of new and pre-owned automobile sales facilities where sales are conducted outdoors.

The following property development standards shall apply when they are more restrictive than the development standards for the particular zone in which new automobile sales are proposed to be conducted:

(1) Site Area. Each site shall have a minimum area of 50,000 square feet.

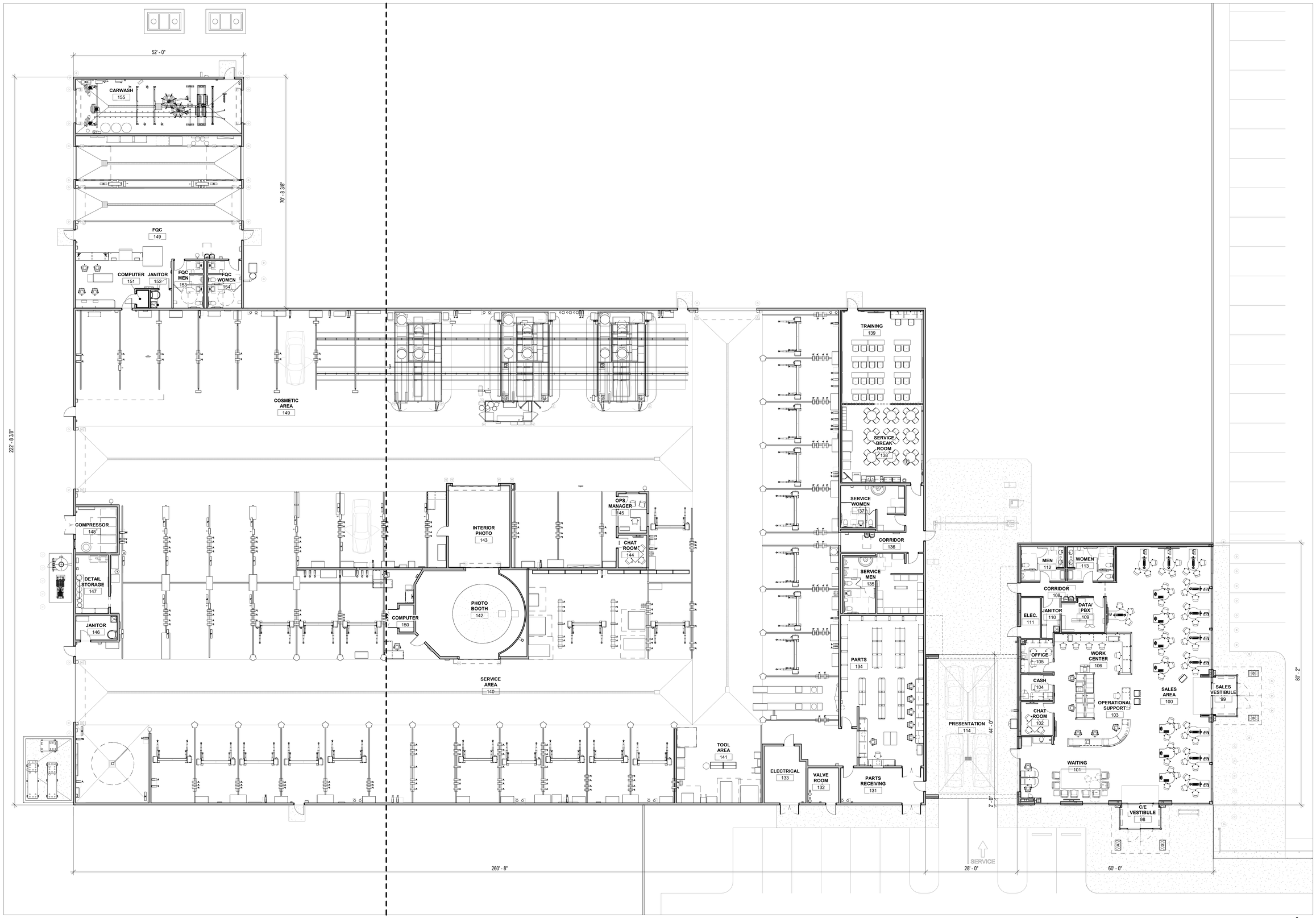
(2) Site Dimensions. The minimum lot width and depth dimensions shall be 200 feet.

(3) Parking. Off-street parking shall be provided in accordance with the provisions of Chapter 18.164 of the Redlands Municipal Code.

(4) Landscaping. A minimum of ten percent of the site shall be landscaped. Landscaping shall be placed along the entire street frontage, except for driveway openings and walkways. Landscaping shall be oriented to enhance public views and accent on-site structures.

(5) Architectural Treatment. It is the policy of the City to require high quality architectural treatment. The design of the facilities shall be harmonious with the character and quality of the neighborhood and community.

(6) Service Areas and Facilities. Service areas and facilities, and outdoor motor vehicle holding areas for operational vehicles (not including display areas for auto sales), shall be completely screened from view from the public right of way. Screening shall be by use of walls, earth berms, landscaping or a combination thereof.



1 / A 2.0 SALES & SERVICE PLAN
3/32" = 1'-0"

0 4 8 16 32

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THE AUTO SUPERSTORE
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12800 TUCKAHOE CREEK PKWY. RICHMOND, VA 23238
(804) 747-0422

ENTITLEMENTS

NOT RELEASED FOR CONSTRUCTION

REDLANDS, CA

20-22140.00

STORE NO. 4033 - NEW YORK STREET AND W. BROCKTON AVE.- REDLANDS, CA 92374

CONCEPTUAL FLOOR PLANS SP-06

CHARLES J. O'BRIEN III ARCHITECT
PIEPER O'BRIEN HERR ARCHITECTS

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VERIFY VALUES UNLESS NOTED AND SIGNED

A 2.0
25 JAN 2023

COMMERCIAL GENERAL (EV/CG) DISTRICT
(East Valley Corridor Specific Plan)
Conditional Use Permit No. 1179, Commission Review and Approval No. 962

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Min. Lot Area EV3.0720(a)	All lots shall have adequate width, depth, and area to accommodate all required parking, setbacks, landscaping, loading, trash enclosures, and access req.	18.56 acres (existing)	Yes
Max. Structure Height EV3.0720(b)	No height limit.	24'0" to roofline; 27'4" to top of entrance canopy	Yes
Floor Area Ratio EV4.0240	Retail/Commercial: 0.25 49,491 SF / 808,473 SF = 0.06 FAR	0.06	Yes
Front Yard EV3.0720(c)	25 ft. minimum	180 feet	Yes
Street Side Yard EV3.0720(c)	25 ft. minimum	180 feet	Yes
Side & Rear Yards EV3.0720(c)	None, except where adjoining residential district.	<u>Side Setbacks</u> North: 251 feet South: 324 feet <u>Rear Setback</u> 298 feet	Yes
Freeway Landscape Setback EV4.0140(b)	Minimum 25 ft. landscape setback adjacent to freeway rights-of-way.	25'0" Landscaped with trees and shrubs	Yes
Freeway Building Setback EV4.0140(c)	50 ft. building setback required	298 feet	Yes
Freeway Special Open Space Edge Treatment EV4.0260(d)(3)	100 ft. building setback from freeway ROW line; For extra open space, unless it would severely constrain development of the site.	298 feet	Yes
Parking Requirements EV4.0201	Retail & Office floor area: 1 per 250 sq. ft. GFA *Sales Area: 4,958 sq. ft. / 250 = 20 spaces* *Presentation: 1,204 sq. ft. / 250 = 5 spaces* Repair Services: 1 per 400 sq. ft. of GFA *39,621 sq. ft. / 400 = Requires 99 spaces* Auto Repair: 5 spaces per service bay; minimum of 6. *45 service bays = Total Requirement: 9 spaces* *Total Requirement: 133 spaces*	292 customer and employee spaces <u>Uncounted spaces:</u> 304 display area spaces 1105 screened vehicle storage spaces	Yes
Parking Standards EV4.0205	• Located on same lot which parking serves. • Dimensions: 9 ft. wide by 19 ft. deep (min.). • Parallel spaces: 8 ft. wide by 24 ft. deep (min.). • Compact spaces permitted (per Municipal Code). • Min. aisle widths – 0-degree: 13 ft. 45-degree: 14 ft. 60-degree: 17 ft.	Customer spaces: 9' by 19' minimum Aisle width: 26 ft. in customer parking areas	Yes Yes

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
	90-degree: 26 ft. • No part of parking space area to be used for driveways, aisles, walkways, or other improvements. • Visitor parking shall be near visitor entrances. • Pedestrian walkways shall be provided. • Vehicles must not enter a street to circulate within the parking areas. • Vehicles must be able to maneuver forward onto a street. • Areas cannot be within ultimate street right-of-way. • Parking bumpers prohibited. • Parking structures: architect. treated like main bldg. • If change of use occurs, must meet req. for new use. • If addition or expansion, additional parking req'd. • If 2 or more uses, provide parking for both uses. • Min. 0.5 foot-candle uniform illumination.		
Access ways EV3.0720(f)	Min. 75 ft. from intersection of any street lines. Where practical, exits shall be on a minor street. Min. 100 ft. intervals for access ways.	One main driveway, 295' from adjacent driveway to south	Yes
Loading Areas EV4.0210	• All industrial, commercial, institutional, hospitals. • Min. 10' wide, 20' deep, 14 ft. high clearance. • Number of LZ varies based on square-footage – see EV4.0210(a) • LZ only at rear or interior side areas (not front). • Loading areas must be screened from public view. • Parking areas separate from loading areas. • Trucks cannot back-out into street right-of-way (except at ends of cul-de-sacs). • Aisle width: 26 ft. (two way) or 16 ft. (one way). • Loading docks: min. 50 ft. wide drive aisle. • Adjacent to freeways, LZ to be oriented away from public view from fwy (from oncoming traffic). • Concrete pads for loading bays.	Loading zones and staging areas provided at rear of parking lot area (400' or more from the street frontage) 26 ft. in customer parking area (300' approximately from 210 freeway)	Yes Yes Yes Yes
Commercial Building Design EV4.0240(d)	Architectural treatment on all sides equally. Architectural façade treatments on all visible sides. Changes in texture, relief, or materials. Varied roof lines; include roofline treatment. Minimize large, continuous treatments of 1 material. Decorative windows and accent panel treatment. Encourage features such as planters and trellis. Accessory buildings to be treated similarly.	Combination of materials and colors provided (stucco, split-face CMU, steel roof) Articulation provided with pilasters/popouts along façade, awnings and windows at pedestrian level, roofline variation)	Yes
Rooftop Treatment EV4.0240(f)	Screen rooftop equipment. Parapet walls or rooftop wells. Ducts, fans, vents shall be painted to match roof color. Reflective features should be placed to prevent glare and obstruction of views from surrounding uses/structures.	Rooftop equipment screen provided, and parapet walls cover over appurtenances	Yes

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
	Rooftop radio, TV, microwave antenna are prohibited unless approved by PC.		
Screening, Fencing, Walls EV4.0235	• Open fences 4 ft. max. within front yard (90% open). • Fences & Walls 6 ft. max. on side or rear P/L. • No solid wall or fence more than 3 ft. high is allowed within any required front yard area. • Not within corner cutoff area – see EV4.0120. • Screened if within 70 ft. of front P/L. • 6 ft. wall required around all open storage areas. • Fences over 6 ft. high in rear half of lot may be permitted subject to special findings (see section 'g'). • W.I. fence up to 6 ft. may be possible within street-side setback for security reasons (w/ City approval). • All required screening within Industrial & Commercial land use designations shall be architecturally integrated with the surrounding bldg. design though concrete, masonry, or other similar materials. • Solid walls within the buildable lot area shall not exceed 8 ft. high (landscape may be used above 8 ft.) • Minor Exception Comm.: over 6 ft. high in rear half of lot; except, may be up to 16 ft. high if not less than 10 ft. from any P/L. • Minor exceptions: see 18.168.040 to 18.168.100.	6-foot ornamental fence (wrought-iron or equivalent) around drainage basin 2.5-foot guardrail fence behind landscape screen for sales display lot 6-foot split-face CMU block wall surrounding vehicle storage area. **Conditions of approval recommended to increase landscaping along freeway area to allow for greater screening from freeway**.	Yes Yes **Yes, with conditions of approval**
Landscape Guidelines EV04.0250	• Shrubs – 5 gallon sizes (min.). • Trees – 15 gallon sizes (min.). • Incorporate furnishings & features: lighting, seating, paving, fountains, etc., are integral components. r • Large scale bldgs. require large scale landscape treatments. • Existing mature trees should be incorporated. • Encourage L/S incorporated into bldg. design, such as trellises, arbors, planters, atriums, etc. • List of allowable trees in Tables 4-1 and 4-2 (additional trees may be used, subject to approval). • List of drought-tolerant shrubs & groundcover in Table 4-3. • Gravel or colored rock not permitted; except in functional activity areas such as patios or rear entry walks, or as groundcover up to 20% of L/S area.	5 gallon shrubs 15 gallon trees Gravel proposed in parking areas. **A condition of approval is proposed to require use of gravel and stone in combination with live plants.**	Yes Yes **Yes, with conditions of approval.**
Planting Guidelines EV4.0265	• Commercial & Industrial areas: Min. 1 street tree per 30 ft. of street frontage • Areas of public view adjacent to structures: Min. 1 tree per 30 linear ft. of bldg. area. • Parkways: turf or groundcover (in addition to trees), and do not impede pedestrians moving across it. • Street tree placement: - 25 ft. back of beginning of curb returns; - 10 ft. from light standards, fire hydrants, meters,		

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
	and underground utilities; - Min. 1" trunk diameter at 1 ft. above base; - Min. 15 gallon size; - Palm trees: 10 ft. min. brown trunk height. • L/S should define entrances and walkways.		
Parking Lot Landscape EV4.0255	• Min. 7% of total parking area must be landscaped.	15% within parking area	Yes
	• Perimeter planters (side/rear): 5 ft. minimum • Interior planters: 5 ft. minimum	Perimeter & interior planters = 5'0" minimum	Yes
	• No L/S planter < 5 ft. wide may be counted. • Curbs, mow strips, etc., not included in dimensions.		Yes
	• Vehicles may overhang up to 2 ft. (with clear area).	No overhang needed for 19'	Yes
	• One L/S island per 20 spaces. • Breaks or gaps may be allowed for pedestrian access and drainage purposes only.	Parking rows with 20 spaces, and planters on ends	Yes
	• Plant palette – maturity in 3 years. • Planters to include shrubs and groundcover.		
	• Trees: 6 ft. trunk height; min. 50% evergreens. • Trees: 50% 15-gallon; 25% 24-inch box; 25% 36-inch box; and meet specified caliper sizes.	Tree sizes to comply; to be verified in plan check	Yes
	• Trees: ends of aisles; at 3 space intervals in interior; at 20 ft. intervals around perimeter.	Trees at ends of aisles and 3-space intervals (customer parking lots)	Yes
	• Trees may be clustered for natural appearance.	Trees clustered around perimeter, 20-foot intervals	Yes
	• Mature trees should be preserved, where feasible. • State drought-tolerance requirements may modify these specifications, with water use calcs provided. • Parking areas not accessible to public & completely screened, these requirements may be modified.		
Other Site Landscaping Requirements EV4.0260	• Minimum portion of site to be landscaped: Auto Dealership: 10%	29% (with future expansion area as groundcover)	Yes
	• Significant L/S open space areas at entry/exit points. • Special open space edge treatments – EV4.0260(d) • L/S may be reduced with provision of public art, up to 5% max., see EV4.0260(e)	19.3% (minus the 77,714 SF future expansion area)	Yes
Automobile Sales Standards EV3.0720(g)	1. Site area: 50,000 sq. ft. minimum 2. Site dimensions: 200' by 200' minimum 3. Parking: per code requirements for the use 4. Landscape: minimum 10.0% of the entire site, including entire street frontage.		Yes Yes Yes Yes

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
	5. Architectural treatment: require high-quality architectural treatment 6. Service Areas & Facilities: shall be completely screened from view from public right-of-way, to include by use of walls, earth berms, landscaping, or a combination of these methods.		Yes **Yes - Conditions of Approval require additional screening.**
Corner Cutoff EV4.0125	• Street intersections – specified in EV4.0125(a) • 45 degree angle with side or front P/L. • Minimum 25 ft. deep for 45 degree angle. • No visual obstruction within corner cutoff area.	n/a	n/a
Refuse Areas EV4.0230	• Enclosed area & accessible to service vehicles. • 6 ft. high masonry wall on all sides. • Solid wood or metal doors. • Placed outside of front setback, and not between frontage street and bldg. line, or adjacent to or visible from freeways.	**CMU wall to match.**	**Yes – condition of approval**
Site Lighting EV4.0215	• Parking & driveway lighting: 0.5 foot-candle minimum uniform illumination. • Parking lot fixtures/poles: 30 ft. high maximum. • Lighting required for: pedestrian walkways & plazas; building entries, driveway entries, and parking areas' hazardous locations such as stairways & grade changes. • All light fixtures shall be concealed source fixtures. • Security lighting shall be shielded. • Exterior wall-mounted flood lights are prohibited. • Lighting of building faces is permitted. • Walkway fixtures: 12 ft. high maximum. • Prevent excessive light spillage over property lines. • All illuminated signs shall be internally lit.	Photometrics to be required in Plan Check (if project approved)	**Yes – condition of approval**
Site Utilities EV4.0220	• All utility appurtenances shall be placed behind the bldg. setback line where possible; and screened. • All Existing & New 12KV lines within project & along adjacent major arterials shall be underground. • Where possible, all overhead lines more than 12KV shall be along rear property line, away from major arterials. • All equipment for non-potable water shall be installed.	Required to be shown in plan check.	**Yes – condition of approval**

SITE TABULATIONS:

TOTAL SITE AREA: 808,474 SF

TOTAL LANDSCAPE AREA: 227,383 SF

% LANDSCAPE: 28%

REQUIRED PARKING LOT TREE TOTAL: 48

PROVIDED PARKING LOT TREE TOTAL: 49

REQUIRED SCREENING TREE TOTAL: 75

PROVIDED SCREENING TREE TOTAL: 77

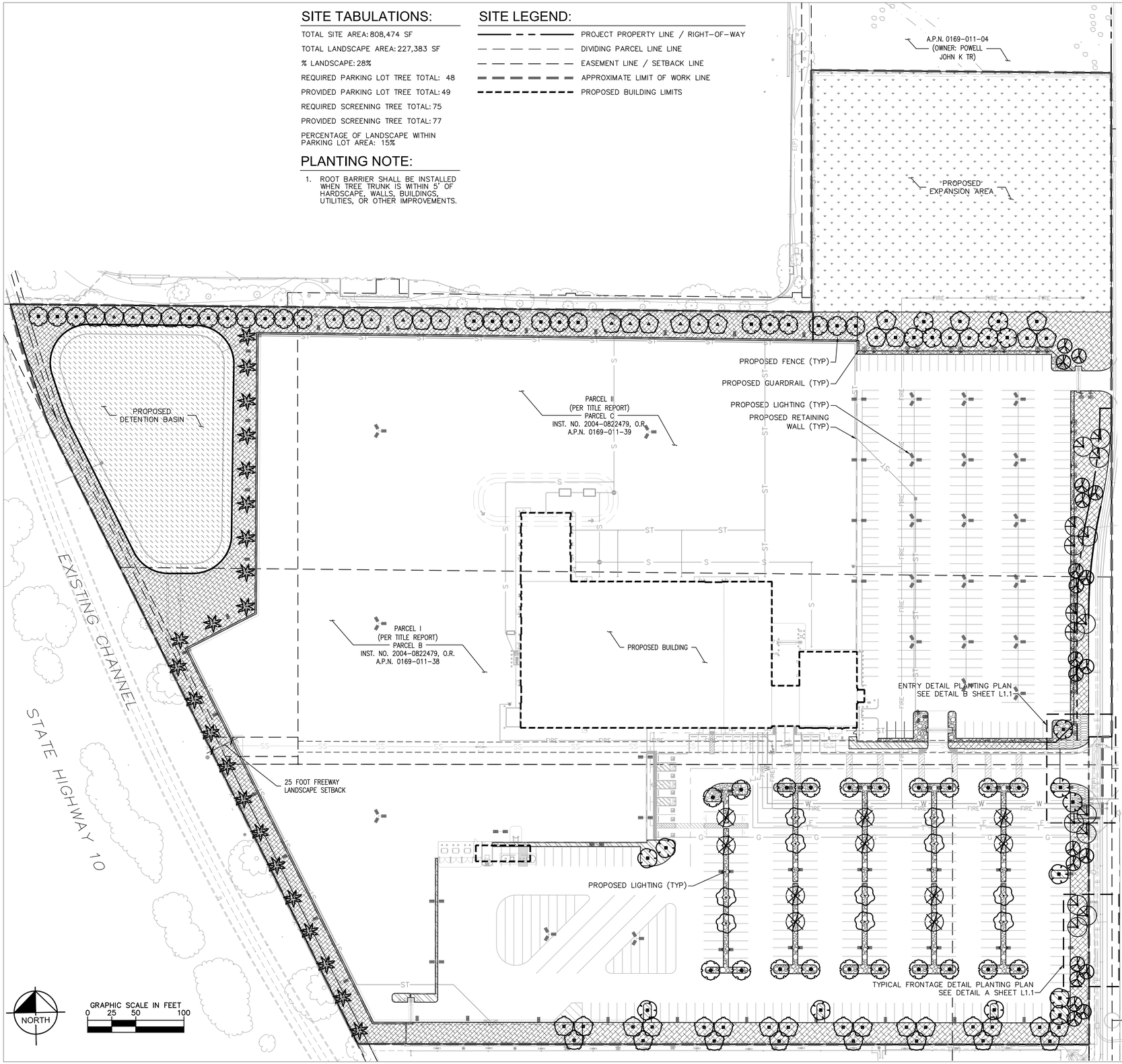
PERCENTAGE OF LANDSCAPE WITHIN PARKING LOT AREA: 15%

PLANTING NOTE:

1. ROOT BARRIER SHALL BE INSTALLED WHEN TREE TRUNK IS WITHIN 5' OF HARDSCAPE, WALLS, BUILDINGS, UTILITIES, OR OTHER IMPROVEMENTS.

SITE LEGEND:

- PROJECT PROPERTY LINE / RIGHT-OF-WAY
- DIVIDING PARCEL LINE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- PROPOSED BUILDING LIMITS



PLANT LEGEND:

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT
TREES			
	17	ALBIZIA JULIBRISSIN / SILK TREE	36" BOX
	21	ARBUTUS X MARINA / STRAWBERRY TREE	15 GAL.
	10	CEANOTHUS X 'RAY HARTMAN' / RAY HARTMAN WILD LILAC STANDARD TRUNK.	15 GAL.
	15	CERCIS OCCIDENTALIS / WESTERN REDBUD	15 GAL.
	10	PISTACIA CHINENSIS / CHINESE PISTACHE	24" BOX
	22	QUERCUS ILEX / HOLLY OAK	15 GAL
	20	QUERCUS ILEX / HOLLY OAK	24" BOX
	17	TRISTANIA CONFERTA / BRISBANE BOX	24" BOX
	33	TRISTANIA CONFERTA / BRISBANE BOX	36" BOX
	23	WASHINGTONIA FILIFERA / CALIFORNIA FAN PALM	24" BOX

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.
SHRUBS			
	94,919 SF	PARKING ISLANDS - PERIMETER SCREENING CEANOTHUS 'CONCHA' / CONCHA CEANOTHUS CEANOTHUS MARITIMUS / VALLEY VIOLET CEANOTHUS FREMONTODENDRON / FLANNEL BUSH HETEROMELES ARBUTIFOLIA / TOYON MUHLENBERGIA DUBIA / PINE MUHLY RHAMNUS CALIFORNICA / COFFEEBERRY	5 GAL.
	3,985 SF	PARKING ISLANDS - UNDERSTORY ARCTOSTAPHYLOS 'PACIFIC MIST' / MANZANITA BACCHARIS PILULARIS 'PIGEON POINT' / COYOTE BRUSH CAREX SPISSA / SAN DIEGO SEDGE CAREX TUMULICOLA / FOOTHILL SEDGE CISTUS SP. / ROCKROSE	1 GAL.
	1,774 SF	PARKING LOT ENTRY ACHILLEA MILLEFOLIUM / COMMON YARROW CEANOTHUS MARITIMUS / VALLEY VIOLET CEANOTHUS CISTUS SP. / ROCKROSE MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS ROSMARINUS OFFICINALIS / ROSEMARY	1 GAL.
	12,201 SF	PROPOSED ROCK GROUNDCOVER	ROCK
HYDROSEED			
	38,029 SF	NATIVE BIORETENTION MIX REFER TO SEED MIX BELOW.	
	77,714 SF	NON - IRRIGATED HYDROSEED REFER TO SEED MIX BELOW.	

SEED MIX LEGEND:

NON-IRRIGATED HYDROSEED MIX	
SCIENTIFIC NAME	COMMON NAME
BROMUS CARINATUS	CALIFORNIA BROME
CLARKIA PURPUREA	WINECUP CLARKIA
ELYMUS GLAUCUS	BLUE WILDRYE
ERIOPHYLLUM LANATUM	OREGON SUNSHINE
ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
FESTUCA MICROSTACHYS	SMALL FESCUE
LUPINUS NANUS	SKY LUPINE
TRIFOLIUM CILIATUM	NATIVE FOOTHILL CLOVER

NATIVE BIORETENTION MIX	
SCIENTIFIC NAME	COMMON NAME
CAREX DIVULSA	BERKELEY SEDGE
DESCHAMPSIA CAESPITOSA	TUFTED HAIRGRASS
FESTUCA IDAHOENSIS	IDAHO FESCUE
FESTUCA OVINA INGRATA	WESTERN FESCUE
FESTUCA RUBRA MOLATE	MOLATE RED FESCUE

NOTE: CONTACT PACIFIC COAST SEED COMPANY (925)-373-4417 PRIOR TO PROCEEDING WITH INSTALLATION OF HYDROSEED TO CONFIRM SPECIFICATIONS AND AVAILABILITY OF SEED MIX.

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PHONE: 951-543-4868
WWW.KIMLEY-HORN.COM

ENTITLEMENT PLANS

LICENSED LANDSCAPE ARCHITECT
NOT FOR CONSTRUCTION
SIGNATURE
LICENSE NUMBER
DATE
STATE OF CALIFORNIA

MICHAEL LEDBETTER - LLA 5553

NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC

DRAWN BY: MS

CHECKED BY: JP

REVISIONS

REV#	DATE	DESCRIPTION	BY

CARMAX
THE AUTO SUPERSTORE
CARMAX THE AUTO SUPERSTORES, INC.
12800 TUCKAHOE CREEK PARKWAY RICHMOND, VA 23238

STORE NUMBER 4033
BROCKTON AVENUE &
NEW YORK STREET,
REDLANDS, US 92374

BENCHMARK: BRASS DISK IN TOP OF CURB
@ SW CORNER TEXAS ST & LUGONIA AVENUE
12' WEST OF WEST END RETURN.
ELEVATION 1318.59 FEET.

PROJECT NO. 195440002

DATE 1/16/2023

SHEET TITLE
PRELIMINARY LANDSCAPE PLAN

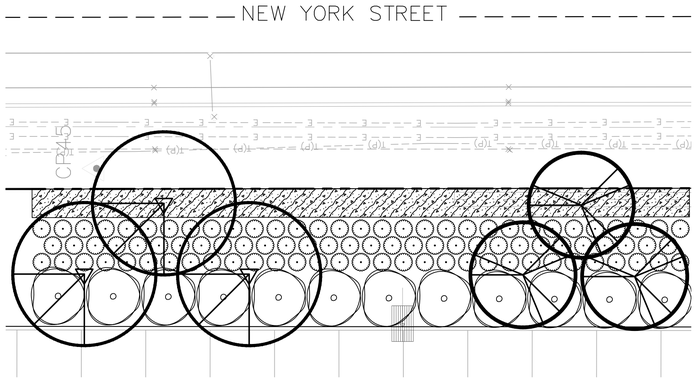
SHEET NO. L1.0

TYPICAL FRONTAGE DETAIL PLANTING LEGEND:

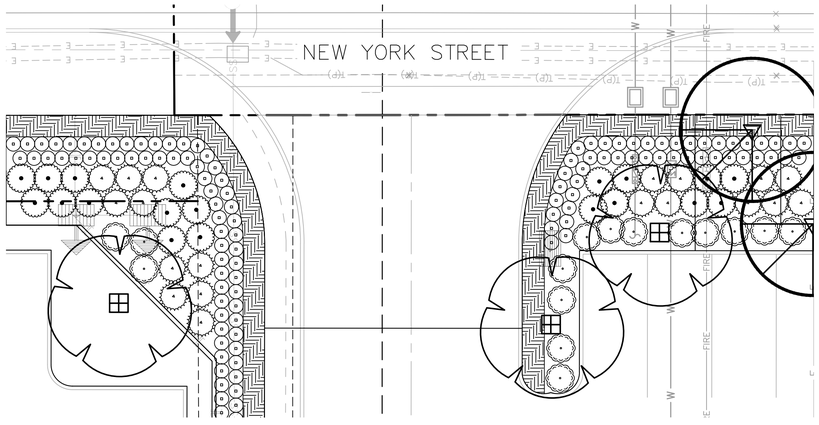
SYMBOL	QTY	BOTANICAL / COMMON NAME
TREES		
	3	ARBUTUS X MARINA / STRAWBERRY TREE
	3	CERCIS OCCIDENTALIS / WESTERN REDBUD
SYMBOL	QTY	BOTANICAL / COMMON NAME
SHRUBS		
	12	CEANOTHUS X 'CONCHA' / CONCHA WILD LILAC
	92	MUHLENBERGIA DUBIA / PINE MUHLY
GROUND COVERS		
	24	ARCTOSTAPHYLOS 'PACIFIC MIST' / PACIFIC MIST MANZANITA

TYPICAL ENTRY DETAIL PLANTING LEGEND:

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME
TREES			
	AJ	3	ALBIZIA JULIBRISSIN / SILK TREE
	CW	2	CERCIS OCCIDENTALIS / WESTERN REDBUD
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME
SHRUBS			
	AM	112	ACHILLEA MILLEFOLIUM / COMMON YARROW
	CV2	19	CEANOTHUS MARITIMUS 'VALLEY VIOLET' / VALLEY VIOLET MARITIME CEANOTHU
	CP	15	CISTUS X PURPUREUS / ORCHID ROCKROSE
	MC	19	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS
GROUND COVERS			
	RO	201	ROSMARINUS OFFICINALIS / ROSEMARY



TYPICAL FRONTAGE DETAIL PLANTING PLAN A



ENTRY DETAIL PLANTING PLAN B

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

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ENTITLEMENT PLANS

LICENSED LANDSCAPE ARCHITECT
NOT FOR CONSTRUCTION
SIGNATURE
REGISTRATION DATE
DATE
STATE OF CALIFORNIA

MICHAEL LEDBETTER - LLA 5553
NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC

DRAWN BY: MS

CHECKED BY: JP

REVISIONS

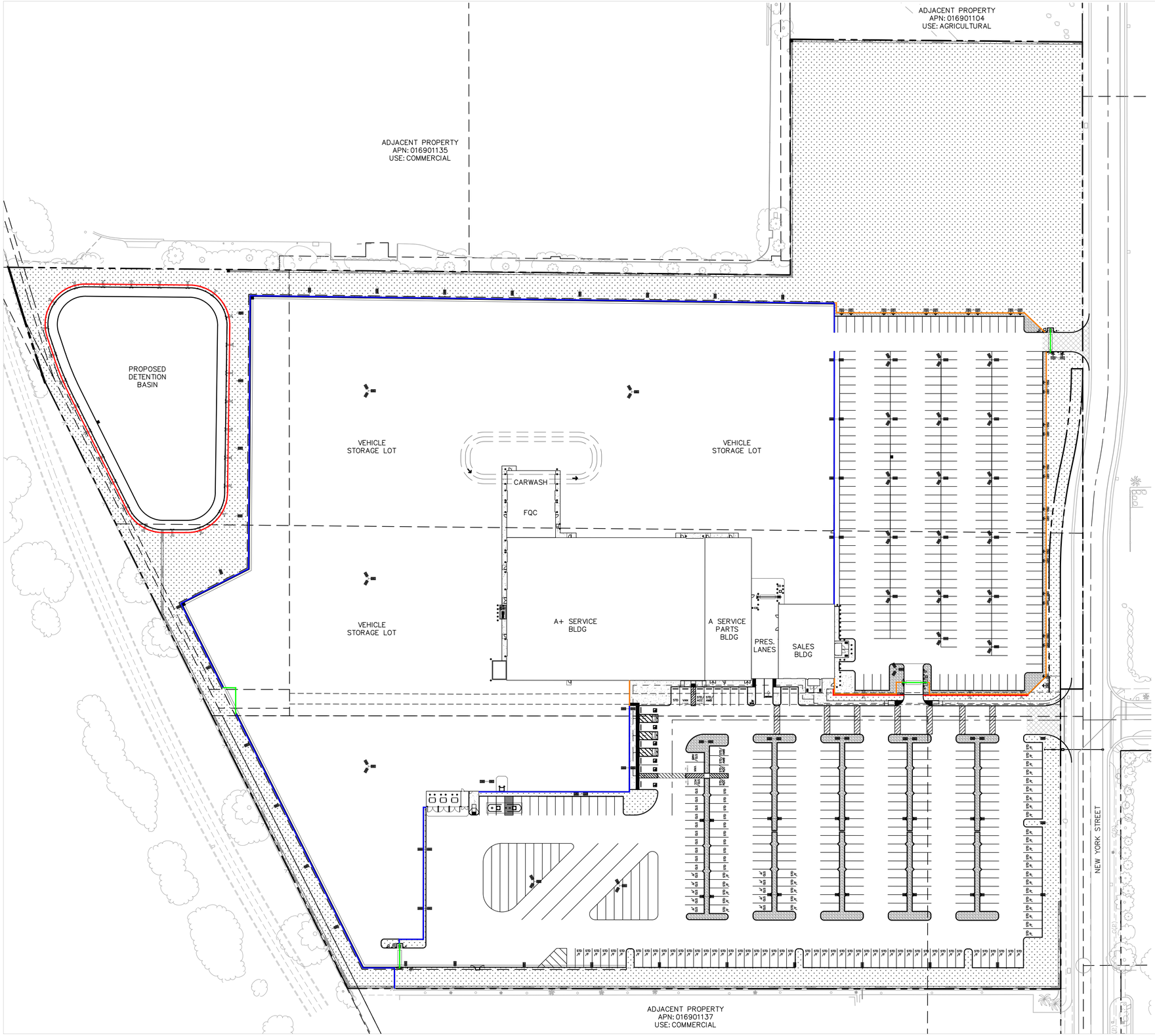
REV#	DATE	DESCRIPTION	BY

CARMAX
THE AUTO SUPERSTORE
CARMAX THE AUTO SUPERSTORES, INC.
12800 TUCKAHOE CREEK PARKWAY RICHMOND, VA 23238
WWW.CARMAX.COM

STORE NUMBER 4033
BROCKTON AVENUE &
NEW YORK STREET,
REDLANDS, US 92374

BENCHMARK: BRASS DISK IN TOP OF CURB
@ SW CORNER TEXAS ST & LUGONIA AVENUE
12' WEST OF WEST END RETURN.
ELEVATION 1318.59 FEET.

PROJECT NO. 195440002
DATE 3/26/2024
SHEET TITLE
LANDSCAPE DETAILS
SHEET NO. L1.1



LEGEND:

- CENTER LINE
- PROJECT PROPERTY LINE / RIGHT-OF-WAY
- 6' CMU WALL
- 4' HIGH ORNAMENTAL FENCE
- SECURITY GATE. CONSTRUCT GIBRALTAR G-6331 G-FORCE M30 P1 POST AND BEAM SYSTEM
- 2'-6"' GUARDRAIL FENCE

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

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ENTITLEMENT PLANS

JOHN POLLOCK R.C.E. 86160

NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC

DRAWN BY:

CHECKED BY:

REVISIONS

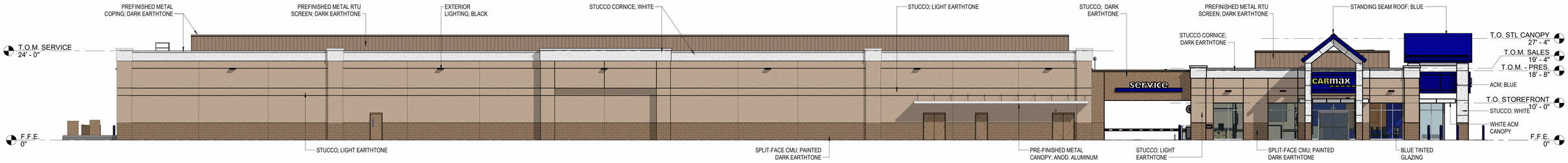
REV#	DATE	DESCRIPTION	BY

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THE AUTO SUPERSTORE
CARMAX THE AUTO SUPERSTORES, INC.
12800 TUCKAHOE CREEK PARKWAY RICHMOND, VA 23238
(804) 747-0422

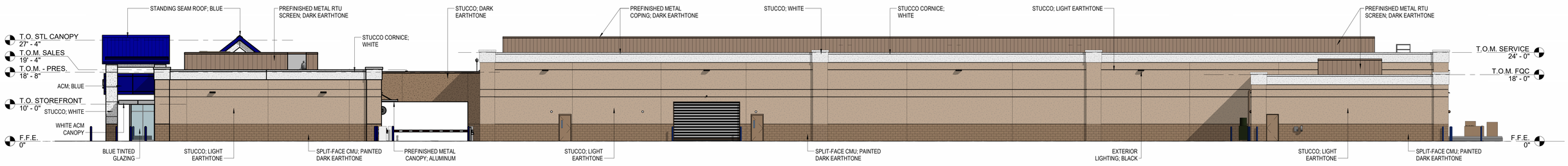
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BENCHMARK: BRASS DISK IN TOP OF CURB
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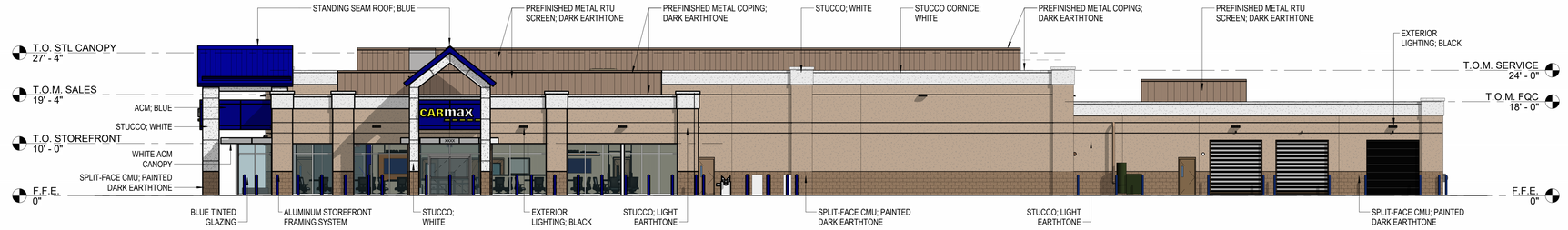
PROJECT NO. 195440002
DATE 3/26/2024
SHEET TITLE
SUPPLEMENTAL WALL AND FENCE EXHIBIT
SHEET NO. C3.1



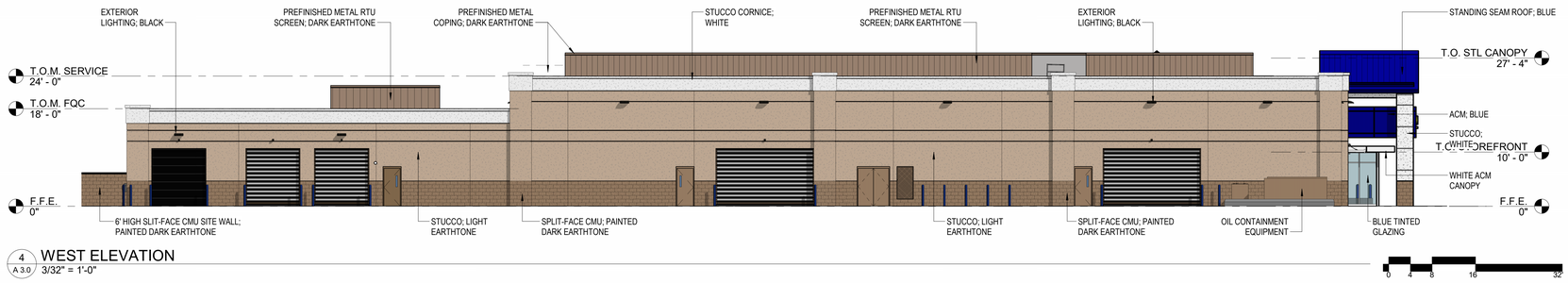
1 A 3.0 SOUTH ELEVATION
3/32" = 1'-0"



2 A 3.0 NORTH ELEVATION
3/32" = 1'-0"



3 A 3.0 EAST ELEVATION
3/32" = 1'-0"



4 A 3.0 WEST ELEVATION
3/32" = 1'-0"

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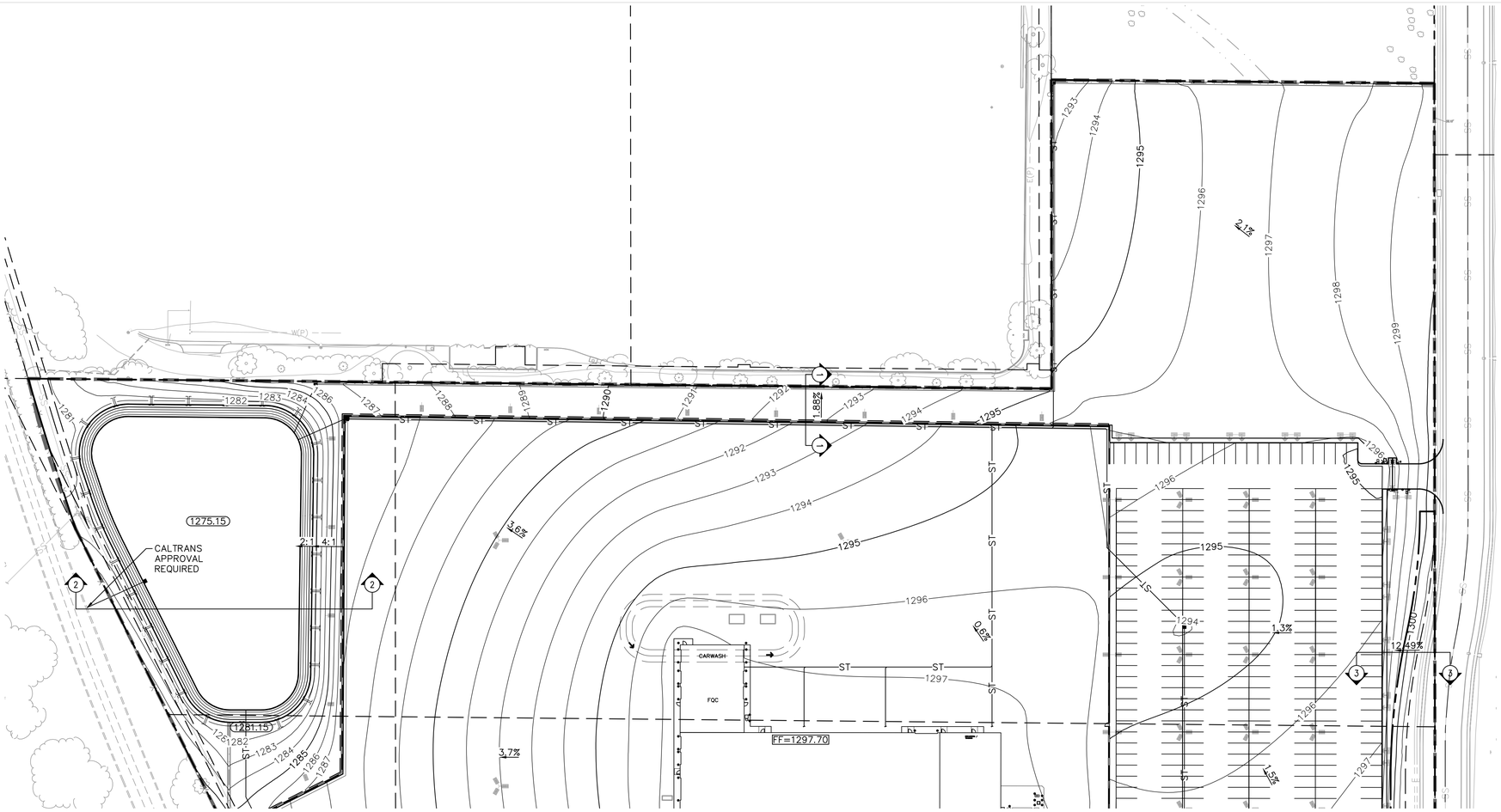
ENTITLEMENTS
NOT RELEASED FOR CONSTRUCTION

REDLANDS, CA
20-22140.00
STORE NO. 4033 - NEW YORK STREET AND W. BROCKTON AVE.- REDLANDS, CA 92374

CONCEPTUAL ELEVATIONS
SP-06

CHARLES J. O'BRIEN III ARCHITECT
PIEPER O'BRIEN HERR ARCHITECTS
THE DRAWINGS IS THE PROPERTY OF CHARLES J. O'BRIEN III, ARCHITECT, AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART, IT IS NOT TO BE USED ON ANY OTHER PROJECT AND MUST BE RETURNED UPON REQUEST. ALL RIGHTS RESERVED © COPYRIGHT OF CHARLES J. O'BRIEN III, ARCHITECT
VERIFY VALUE CHECKED, REVISED AND ISSUED.

A 3.0
02 MAY 2023



LEGEND

- CENTER LINE
- PROJECT PROPERTY / RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMITS OF DISTURBANCE
- 1252.50 TC / 1252.00 FS — PROPOSED SPOT ELEVATION
- (1251.75 TC) / (1251.25 FS) — EXISTING SPOT ELEVATION
- ST — PROPOSED STORM DRAIN LINE

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

1" = 50'
WHEN PRINTED AT FULL SIZE
(24"X36")

ESTIMATED EARTHWORK QUANTITIES

CUT: 32,292 CY

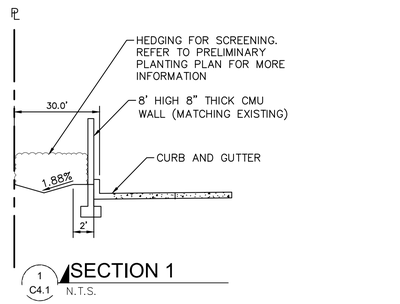
FILL: 33,798 CY

NET: 1,506 CY (IMPORT)

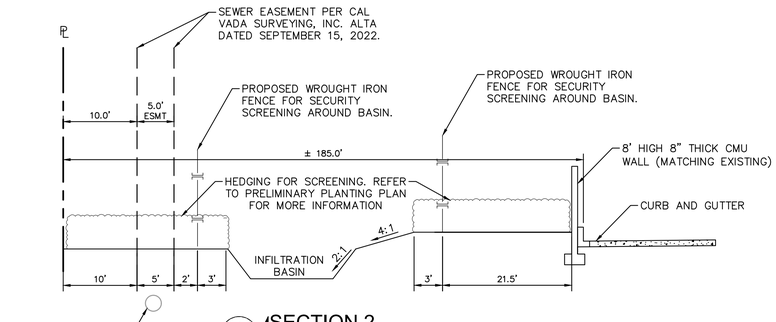
NOTE:
THE EARTHWORK QUANTITIES ABOVE ARE FOR PERMIT PURPOSES ONLY. THE CONTRACTOR IS NOT AUTHORIZED TO USE THE ESTIMATES HEREIN FOR BIDDING AND CONSTRUCTION PURPOSES WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE ENGINEER OF RECORD. NO REPRESENTATIONS OF SUCH QUANTITIES OR A BALANCED SITE CONDITION ARE MADE BY THE ENGINEER OF RECORD. UNLESS EXPLICITLY STATED OTHERWISE HEREIN, THE ABOVE QUANTITIES ARE APPROXIMATE, IN PLACE VOLUMES CALCULATED FROM THE EXISTING GROUND TO THE PROPOSED FINISHED GRADE. EXISTING GROUND IS DEFINED BY THE CONTOURS AND SPOT GRADES ON THE BASE SURVEY. PROPOSED FINISHED GRADE IS DEFINED AS THE FINAL GRADE AS INDICATED ON THE GRADING PLAN(S) AS FINISHED GROUND, FINISHED SURFACE, AND FINISHED FLOOR ELEVATIONS.

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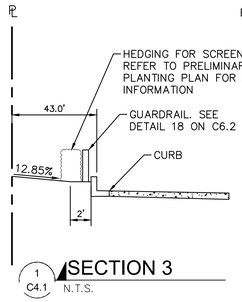
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1 C4.1 SECTION 1
N.T.S.



1 C4.1 SECTION 2
N.T.S.



1 C4.1 SECTION 3
N.T.S.

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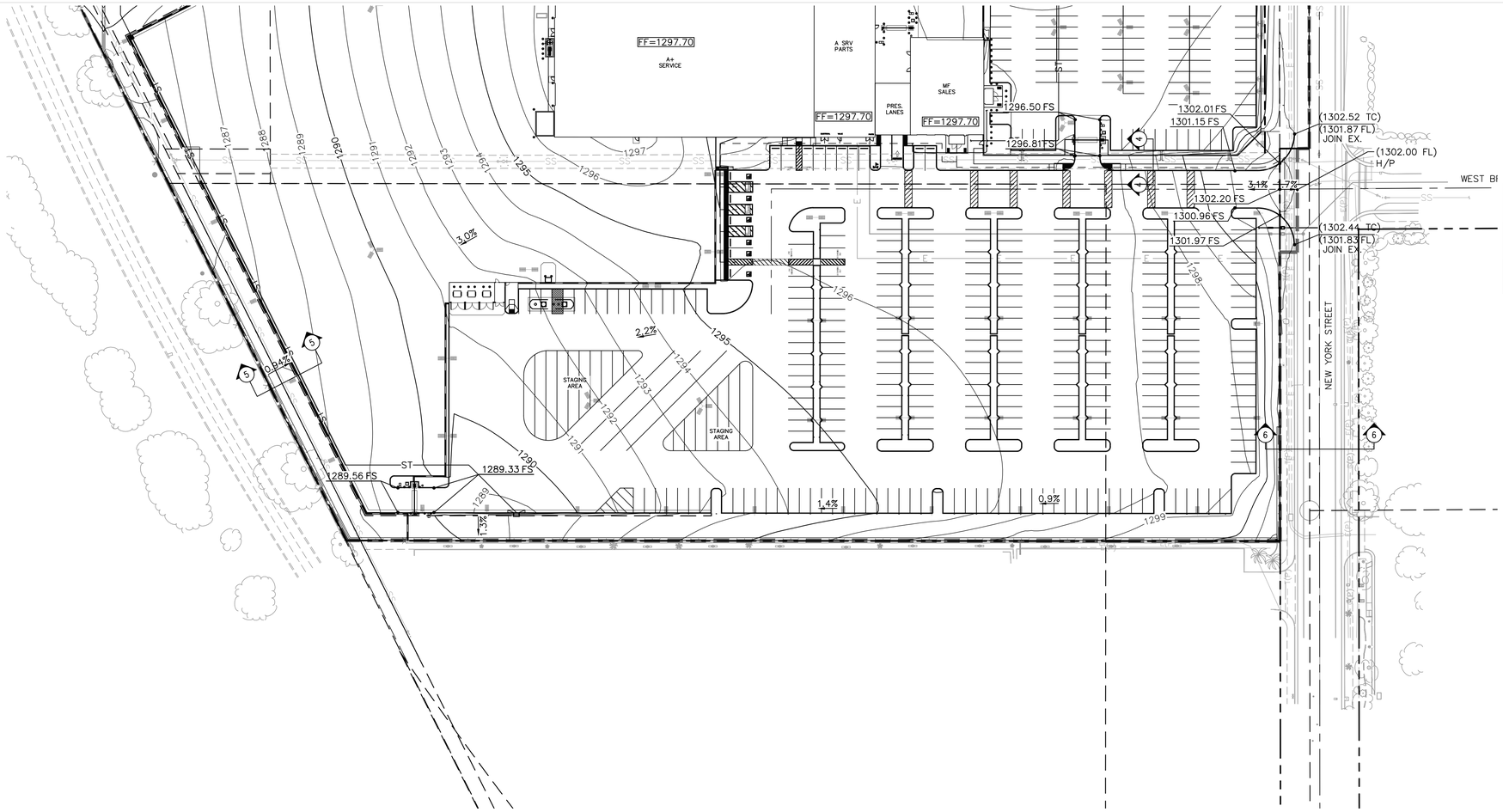
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STORE NUMBER 4033
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REDLANDS, US 92374

BENCHMARK: BRASS DISK IN TOP OF CURB
@ SW CORNER TEXAS ST & LUGONIA AVENUE
12' WEST OF WEST END RETURN.
ELEVATION 1318.59 FEET.

PROJECT NO. 195440002
DATE 3/26/2024
SHEET TITLE PRELIMINARY GRADING PLAN
SHEET NO. C4.1





GRAPHIC SCALE IN FEET
0 25 50 100

1" = 50'
WHEN PRINTED AT FULL SIZE
(24"X36")

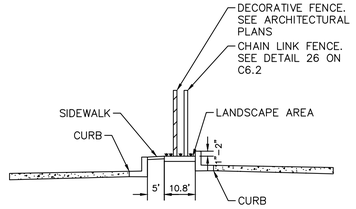
ESTIMATED EARTHWORK QUANTITIES

CUT:	32,292 CY
FILL:	33,798 CY
NET:	1,506 CY (IMPORT)

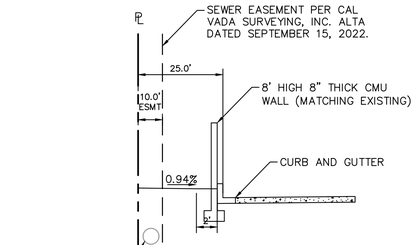
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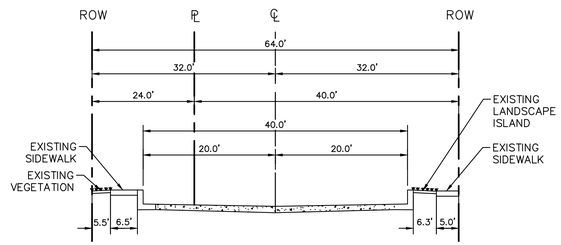
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1 C4.2 SECTION 4
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1 C4.2 SECTION 5
N.T.S.



1 C4.2 SECTION 4 - NEW YORK TYPICAL SECTION
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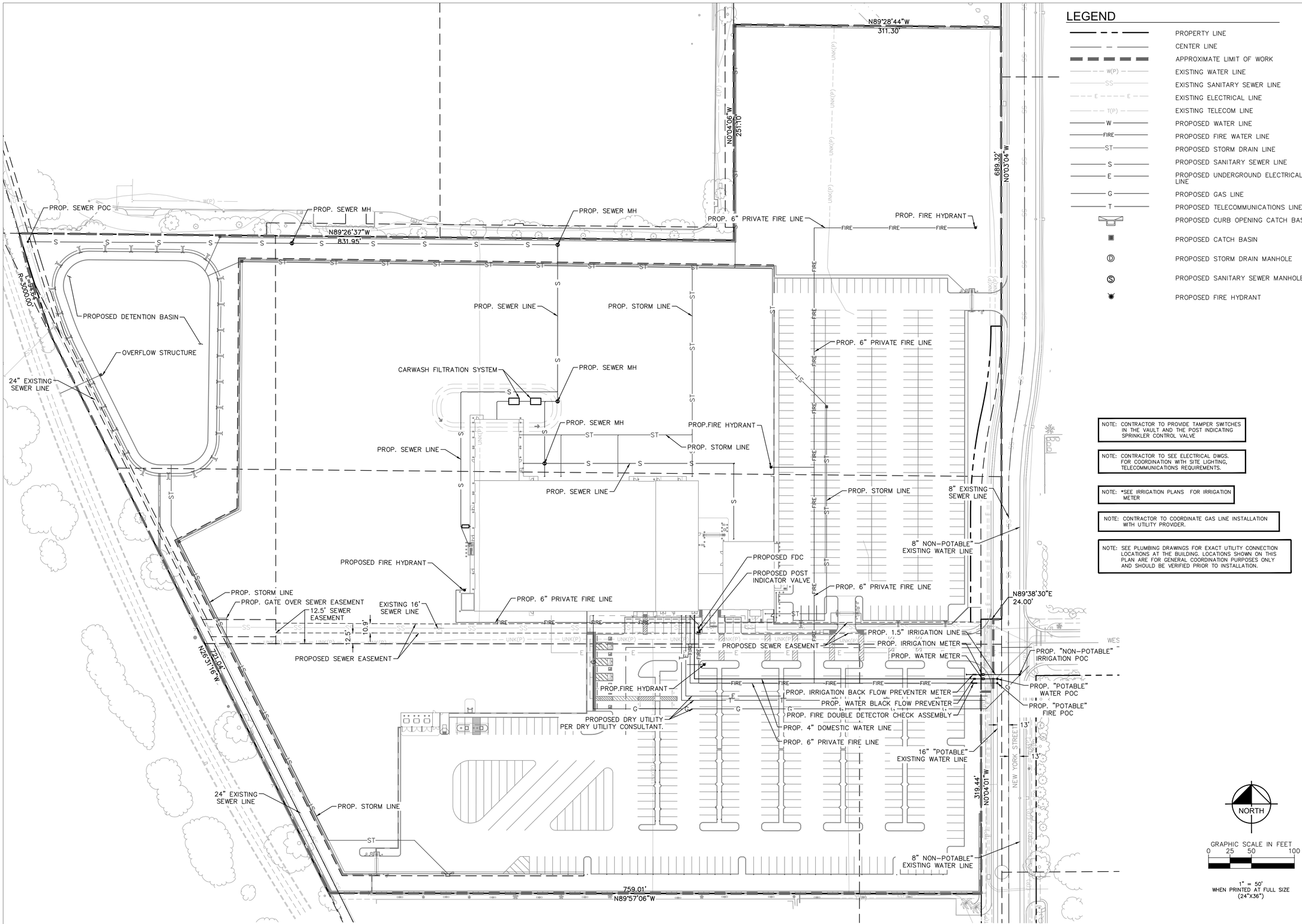
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BENCHMARK: BRASS DISK IN TOP OF CURB
@ SW CORNER TEXAS ST & LUGONIA AVENUE
12' WEST OF WEST END RETURN.
ELEVATION 1318.59 FEET.

PROJECT NO. 195440002
DATE 3/26/2024
SHEET TITLE
PRELIMINARY GRADING PLAN
SHEET NO. C4.2



LEGEND

- PROPERTY LINE
- CENTER LINE
- APPROXIMATE LIMIT OF WORK
- W(P) — EXISTING WATER LINE
- SS — EXISTING SANITARY SEWER LINE
- E — EXISTING ELECTRICAL LINE
- T(P) — EXISTING TELECOM LINE
- W — PROPOSED WATER LINE
- FIRE — PROPOSED FIRE WATER LINE
- ST — PROPOSED STORM DRAIN LINE
- S — PROPOSED SANITARY SEWER LINE
- E — PROPOSED UNDERGROUND ELECTRICAL LINE
- G — PROPOSED GAS LINE
- T — PROPOSED TELECOMMUNICATIONS LINE
- PROPOSED CURB OPENING CATCH BASIN
- PROPOSED CATCH BASIN
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED FIRE HYDRANT

NOTE: CONTRACTOR TO PROVIDE TAMPER SWITCHES IN THE VAULT AND THE POST INDICATING SPRINKLER CONTROL VALVE

NOTE: CONTRACTOR TO SEE ELECTRICAL DWGS. FOR COORDINATION WITH SITE LIGHTING, TELECOMMUNICATIONS REQUIREMENTS.

NOTE: *SEE IRRIGATION PLANS FOR IRRIGATION METER

NOTE: CONTRACTOR TO COORDINATE GAS LINE INSTALLATION WITH UTILITY PROVIDER.

NOTE: SEE PLUMBING DRAWINGS FOR EXACT UTILITY CONNECTION LOCATIONS AT THE BUILDING. LOCATIONS SHOWN ON THIS PLAN ARE FOR GENERAL COORDINATION PURPOSES ONLY AND SHOULD BE VERIFIED PRIOR TO INSTALLATION.

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JOHN POLLOCK R.C.E. 86160

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PROJECT NO.	195440002
DATE	3/26/2024
SHEET TITLE	PRELIMINARY UTILITY PLAN
SHEET NO.	C5.0

Traffic Study

for the:

Used Auto Sales and Service Facility Project

In the City of Redlands

April 2024

Kimley»Horn

TRAFFIC STUDY
FOR THE PROPOSED
USED AUTO SALES AND SERVICE FACILITY PROJECT
IN THE CITY OF REDLANDS

Prepared by:

Kimley-Horn and Associates, Inc.
1100 Town and Country Road, Suite 700
Orange, California 92868

April 2024

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APPENDIX C: INTERSECTION ANALYSIS WORKSHEETS
APPENDIX D: TRUCK TURNING DIAGRAM
APPENDIX E: PRODUCTION FACILITY TRAFFIC INFORMATION

TRAFFIC STUDY
FOR THE PROPOSED
USED AUTO SALES AND SERVICE FACILITY PROJECT
IN THE CITY OF REDLANDS

EXECUTIVE SUMMARY

This traffic study has been prepared to address the traffic-related effects of the proposed Used Auto Sales and Service Facility project in the City of Redlands. This traffic study has been conducted in accordance with the City of Redlands traffic study requirements, including Measure "U", and in accordance with the San Bernardino Association of Governments (SANBAG) Congestion Management Program (CMP) requirements.

In accordance with the traffic study requirements of the City of Redlands, the project will be evaluated in the morning and evening peak hours for the following conditions:

- Existing Conditions
- Existing Conditions Plus Project

Existing traffic volumes for the study intersections were collected in June 2023, while school was in session. Under Existing Conditions, all study intersections currently operate at an acceptable Level of Service during the morning and evening peak hours.

The project is estimated to generate approximately 552 trips on a daily basis, with 15 trips in the morning peak hour and 27 trips in the evening peak hour.

Project-related traffic volumes were added to existing volumes to establish the conditions for the Existing Conditions Plus Project scenario. With the addition of project traffic to existing volumes, all study intersections would continue to operate at an acceptable Level of Service.

Vehicular access provisions for the project site would be provided via one unsignalized full-movement driveway at the intersection of New York Street and Brockton Avenue.

Based on review of the VMT screening criteria, the proposed project meets the Project Type Screening thresholds. Therefore, the project would result in a less-than-significant transportation impact, and no additional VMT analysis is required for the proposed project.

TRAFFIC STUDY
FOR THE PROPOSED
USED AUTO SALES AND SERVICE FACILITY PROJECT
IN THE CITY OF REDLANDS

INTRODUCTION

Purpose and Study Objectives

This traffic study has been prepared to address the traffic-related effects of the proposed Used Auto Sales and Service Facility project in the City of Redlands. This traffic study has been conducted in accordance with the City of Redlands traffic study requirements, including Measure "U", and in accordance with the San Bernardino Association of Governments (SANBAG) Congestion Management Program (CMP) requirements.

This report includes a description of existing traffic conditions in the surrounding area, estimated project trip generation and distribution, and an assessment of project-related effects on the roadway system. Where necessary, circulation system improvements have been identified to address the project's effect at the study locations.

Project Overview

The project site is located in the northwestern region of the City of Redlands, west of the intersection of New York Street and Brockton Avenue. The project site is currently vacant and is shown in its regional setting on Figure 1.

The applicant proposes to develop a Used Auto Sales and Service Facility with an approximately 7,098 square-foot (SF) sales area for Used Automobile sales and an approximately 42,393 SF building area for the Production portion of the project, for a total building square footage of 49,491 SF for the proposed project. It should be noted that the Production portion of the project has separate operations from the Used Automobile sales area of the project. The proposed site plan is shown on Figure 2.

Regional access to the project is provided by the State Route 210 (SR-210) and Interstate 10 (I-10) freeway systems. Vehicular access provisions for the project site would be provided via one unsignalized full-movement driveway at the intersection of New York Street and Brockton Avenue.

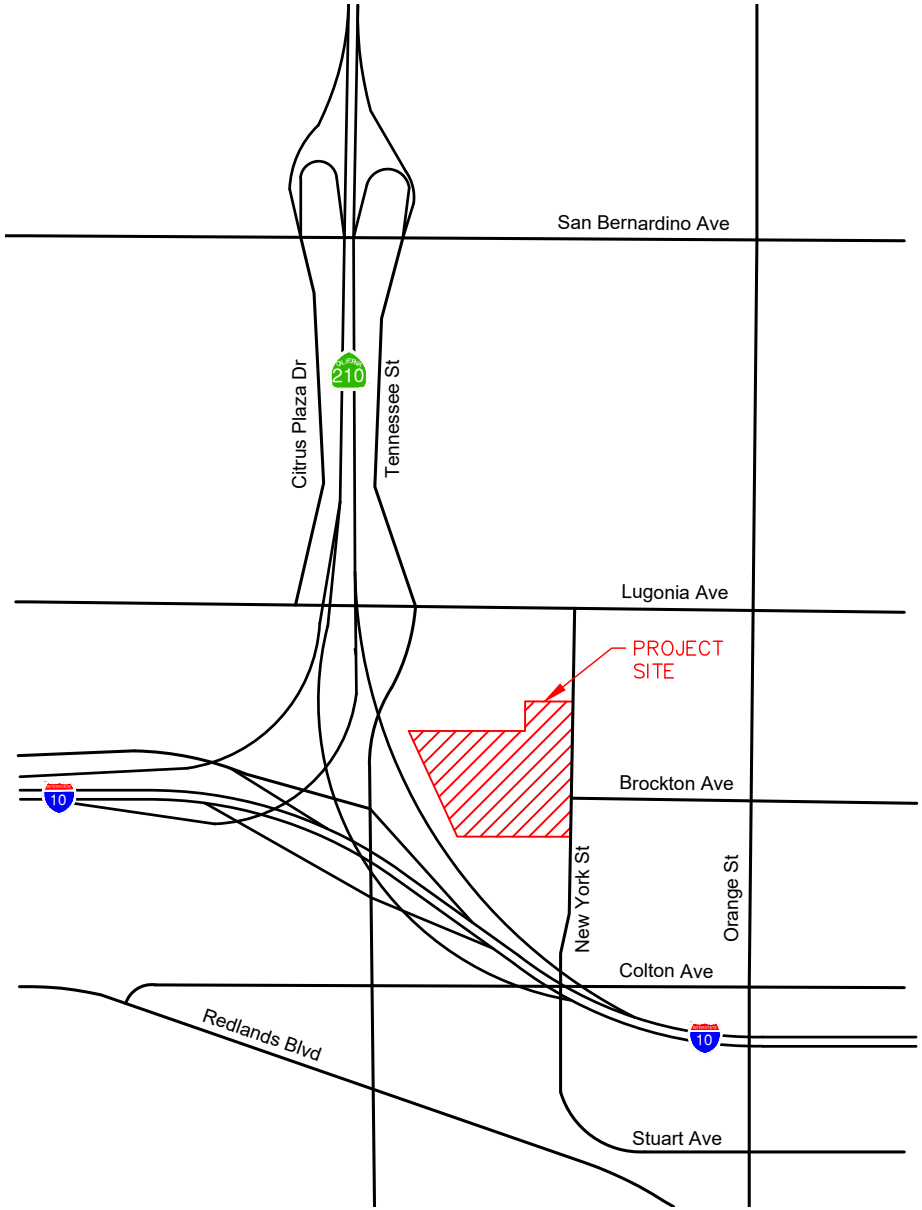


FIGURE 1
VICINITY MAP

NOT TO SCALE

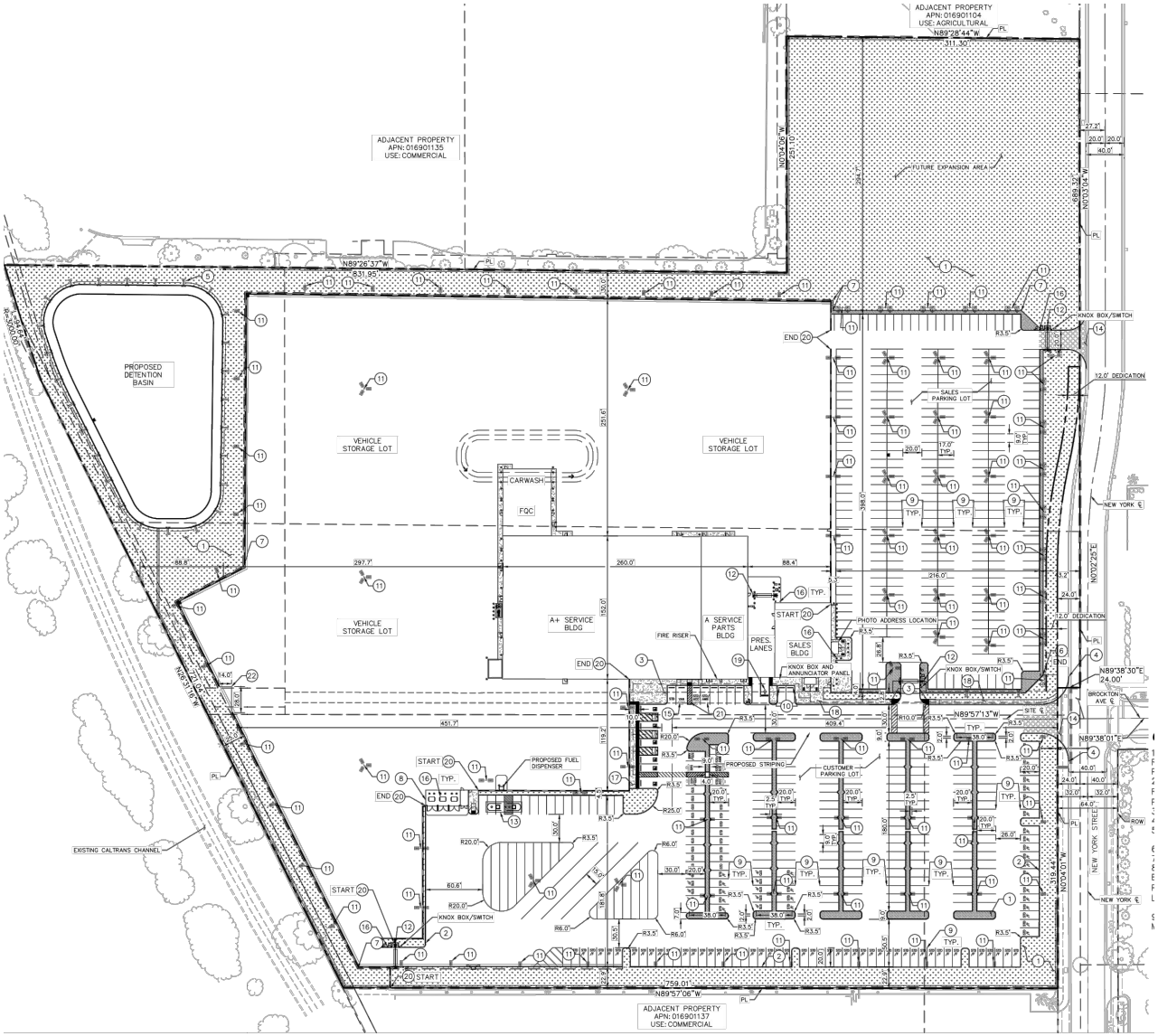


FIGURE 2
PROJECT SITE PLAN

ANALYSIS SCENARIOS AND METHODOLOGY

The analysis scenarios and methodology were established in consultation with City of Redlands staff through the Scoping Agreement process. A copy of the approved Scoping Agreement is provided in *Appendix A*.

Analysis Scenarios

In accordance with the traffic study requirements of the City of Redlands, the project will be evaluated in the morning and evening peak hours for the following conditions:

- Existing Conditions
- Existing Conditions Plus Project

Intersection Analysis – HCM Methodology

Peak hour intersection operations at the study intersections were evaluated using the methods prescribed in the Highway Capacity Manual 7th Edition (HCM), consistent with the traffic study requirements of the City of Redlands. The intersection analysis was conducted using the Vistro software program and using the input parameters specified in the San Bernardino County CMP.

For signalized intersections, the HCM methodology estimates the average delay (in average seconds per vehicle) for each of the movements through the intersection, considering a number of factors, including the number of lanes, volume of traffic, and the signal timing phasing.

For unsignalized intersections, the HCM methodology analysis determines the average total delay for each vehicle making any movement from the stop-controlled minor street, as well as left turns from the major street. Delay values are calculated based on the relationship between traffic on the major street and the availability of acceptable gaps in the traffic stream through which conflicting traffic movements can be made.

The HCM delay forecast translates to a Level of Service (LOS) designation, ranging from LOS A to LOS F. A summary of each LOS and the corresponding delay is provided in the following charts:

LEVEL OF SERVICE DEFINITIONS	
Level of Service	Description
A	No approach phase is fully utilized by traffic and no vehicle waits longer than one red indication. Typically, the approach appears quite open, turns are made easily and nearly all drivers find freedom of operation.
B	This service level represents stable operation, where an occasional approach phase is fully utilized, and a substantial number are approaching full use. Many drivers begin to feel restricted within platoons of vehicles.
C	This level still represents stable operating conditions. Occasionally drivers may have to wait through more than one red signal indication, and backups may develop behind turning vehicles. Most drivers feel somewhat restricted but not objectionably so.
D	This level encompasses a zone of increasing restriction, approaching instability at the intersection. Delays to approaching vehicles may be substantial during short peaks within the peak period; however, enough cycles with lower demand occur to permit periodic clearance of developing queues, thus preventing excessive backups.
E	Capacity occurs at the upper end of this service level. It represents the most vehicles that any particular intersection approach can accommodate. Full utilization of every signal cycle is seldom attained no matter how great the demand.
F	This level describes forced flow operations at low speeds, where volumes exceed capacity. These conditions usually result from queues of vehicles backing up from a restriction downstream. Speeds are reduced substantially, and stoppages may occur for short or long periods of time due to the congestion. In the extreme case, both speed and volume can drop to zero.

LEVEL OF SERVICE CRITERIA FOR SIGNALIZED AND UNSIGNALIZED INTERSECTIONS		
Level of Service	Signalized Intersection (Average delay per vehicle, in seconds) [1]	Unsignalized Intersections (Average delay per vehicle, in seconds) [2]
A	≤ 10	0 – 10
B	> 10 – 20	> 10 – 15
C	> 20 – 35	> 15 – 25
D	> 35 – 55	> 25 – 35
E	> 55 – 80	> 35 – 50
F	> 80	> 50

[1] Source: Highway Capacity Manual (HCM 7th Edition), Exhibit 19-8.

[2] Source: Highway Capacity Manual (HCM 7th Edition), Exhibit 20-2.

Level of Service Standards and Measure of Significance

The City of Redlands Measure "U" establishes minimum Level of Service standards, which require that City intersections be maintained at LOS C or better during the morning and evening peak hours.

Traffic effects at an intersection are considered to be significant if the addition of project traffic causes an intersection to operate deficiently (LOS D, E, or F). According to Measure "U", "…any location where the level of service is below LOS C at the time an application is submitted, mitigation shall be imposed on that development project to assure, at a minimum, that the level of traffic service is maintained at levels of service that are no worse than those existing at the time of application for development is filed, except as provided in Section 5.20b."

New development is required to offset effects where the project results in a significant effect according to the City of Redland's Measure "U" requirements, as shown above. The Level of Service with improvements must be improved to offset the project's effect.

STUDY AREA

This traffic study includes documentation of existing conditions, analysis of future traffic conditions, and identification of project-related effects at the following study intersections:

Intersections:

1. Lugonia Avenue at Tennessee Street
2. Lugonia Avenue at New York Street
3. I-10 WB Ramps at Tennessee Street
4. I-10 EB Ramps at Tennessee Street
5. Colton Avenue at Tennessee Street
6. Colton Avenue at New York Street
7. New York Street at Project Driveway/Brockton Avenue

The study locations were established in consultation with City staff through the Scoping Agreement process. A copy of the approved Scoping Agreement is provided in *Appendix A*.

AREA CONDITIONS

Existing Street System

Regional access to the site is provided by the State Route 210 (SR-210) Freeway, located just west of the project site, and the Interstate 10 (I-10) Freeway, located just south of the project site.

Existing lane configurations and intersection controls at the study intersections are shown on Figure 3. A copy of the City of Redlands General Plan Roadway Classification Map is provided on Figure 4. The following provides a description of the roadways surrounding the project site.

Tennessee Street is an undivided north-south roadway with one lane in each direction north of Lugonia Avenue and two lanes in each direction south of Lugonia Avenue within the project vicinity. The posted speed limit is 40 miles per hour (mph) and on-street parking is prohibited on both sides. Tennessee Street is designated as a Collector Street from Lugonia Avenue to the I-10 Freeway and a Minor Arterial south of the I-10 Freeway in the City of Redlands General Plan.

New York Street is an undivided north-south roadway with one lane in each direction within the project vicinity. The posted speed limit is 40 mph and on-street parking is prohibited on both sides. New York Street is designated as a Collector Street in the City of Redlands General Plan.

Lugonia Avenue is a divided east-west roadway with two lanes in the eastbound direction, one lane in the westbound direction, and a painted center median within the project vicinity. The posted speed limit is 45 mph and on-street parking is prohibited on both sides. Lugonia Avenue is designated as a Major Arterial from the SR-210 Freeway to Orange Street in the City of Redlands General Plan.

Brockton Avenue is an undivided east-west roadway with one lane in each direction within the project vicinity. The posted speed limit is 35 mph and on-street parking is permitted on both sides. Brockton Avenue is designated as a Local Road in the City of Redlands General Plan.

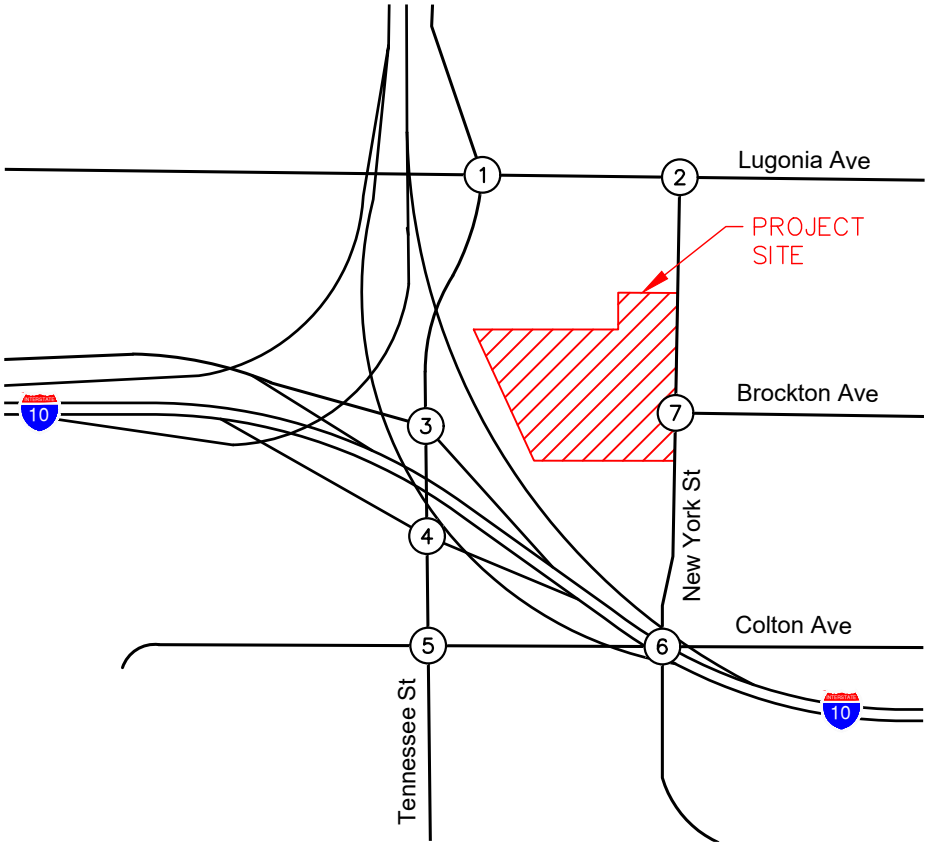
Colton Avenue is a divided east-west roadway with one to two lanes in each direction and a painted center median within the project vicinity. The posted speed limit is 35 mph and on-street parking is prohibited on both sides. Colton Avenue is designated as a Boulevard west of 6th Street and as a Minor Arterial east of 6th Street in the City of Redlands General Plan.

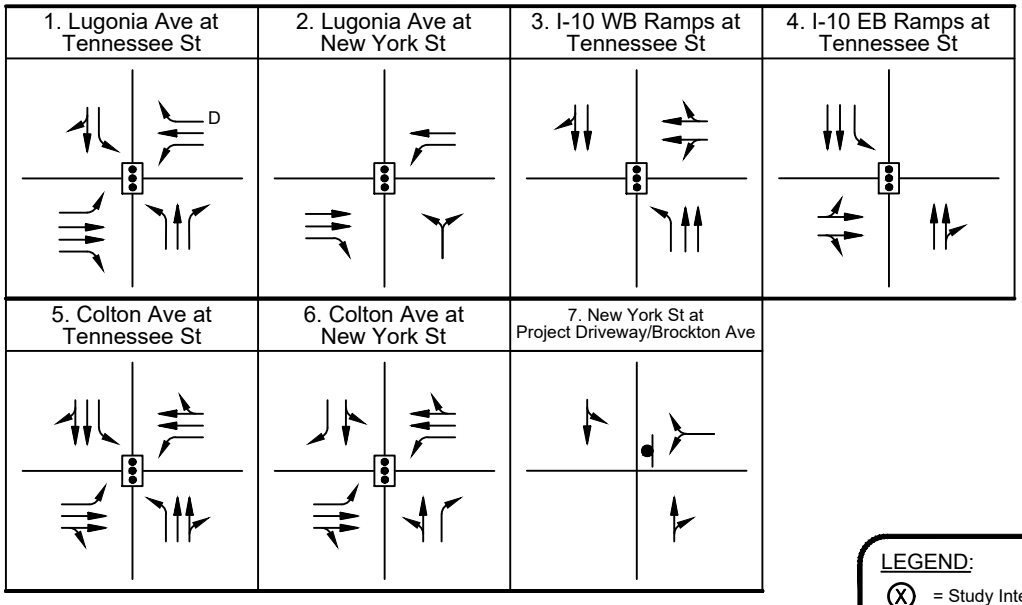
Existing Transit Service

Transit service within the project area is provided by OmniTrans, which serves the City of Redlands and surrounding cities. The OmniTrans bus stop closest to the project site is located on the south side of Lugonia Avenue, approximately 900 feet west of the intersection of Lugonia Avenue at New York Street.

A description of the bus route serving the project area is provided below.

OmniTrans Route 15 operates within the communities of Redlands and Fontana, traveling along Lugonia Avenue. Route 15 operates on weekdays from approximately 4:05 AM to 10:15 PM with approximately 60-minute headways (the time between bus arrivals), and on weekends from approximately 5:45 AM to 7:15 PM with approximately 60-minute headways.





LEGEND:
- X = Study Intersection
- = Turn or Through Lane
- = Signal
- = Stop Sign
- D = Defacto Right Turn

FIGURE 3
EXISTING LANE CONFIGURATION AND TRAFFIC CONTROL

NOT TO SCALE

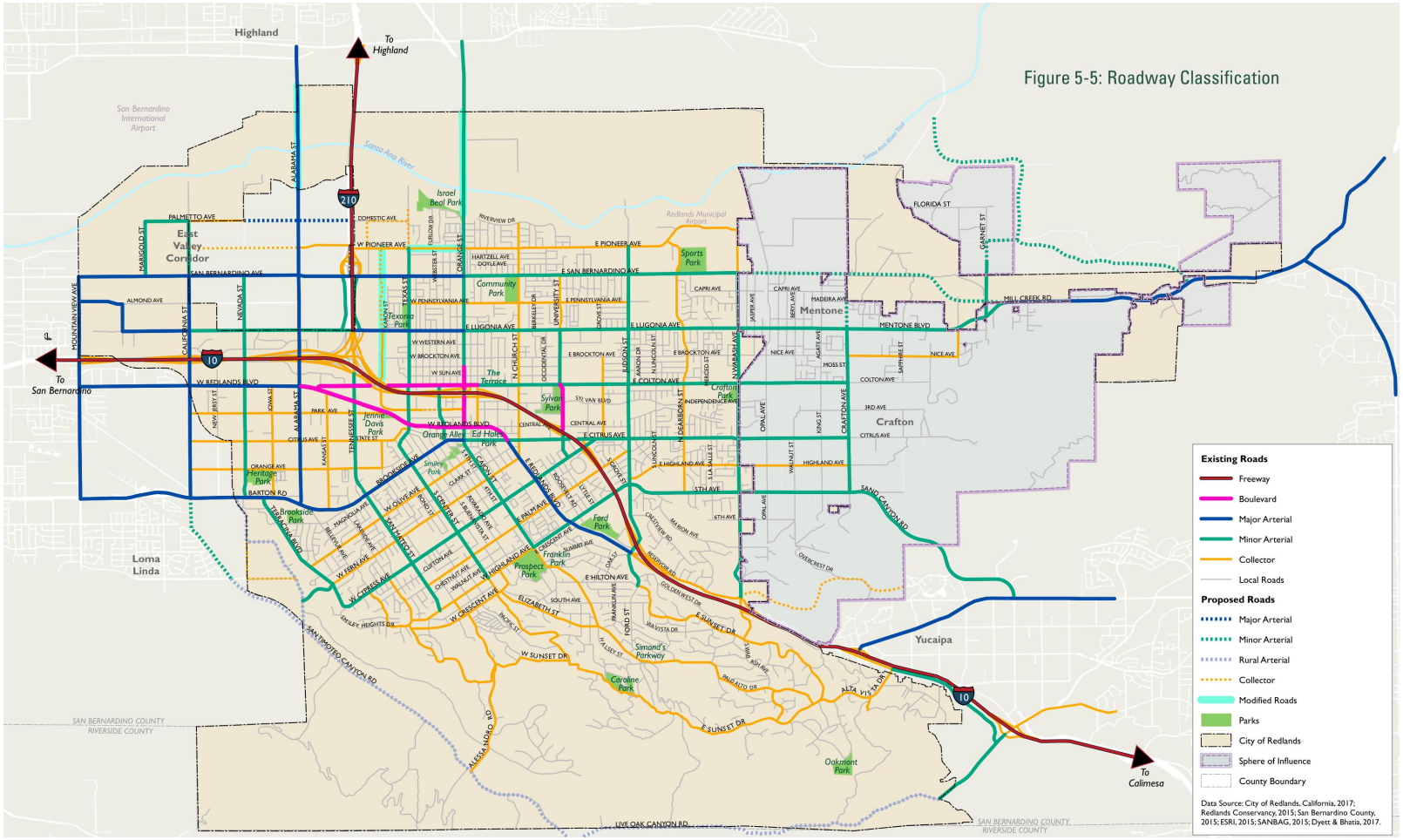


FIGURE 4
CITY OF REDLANDS ROADWAY CLASSIFICATION MAP

Existing Traffic Volumes

Existing morning peak hour and evening peak hour turning movement volumes were collected in June 2023, while school was in session, and are presented on Figure 5. Peak hour intersection traffic count worksheets are provided in *Appendix B*.

Peak Hour Operating Conditions

Intersection Level of Service analysis was conducted for the morning and evening peak hours using the analysis procedures and assumptions described previously in this report. Intersection analysis worksheets are provided in *Appendix C*. The results of the intersection analysis for Existing Conditions are shown on Table 1.

Review of this table indicates that all study intersections currently operate at an acceptable Level of Service during the morning and evening peak hours.

PROJECT TRAFFIC

Project Trip Generation

Trip generation estimates have been broken down into the following two categories based on the various uses proposed on-site by the applicant:

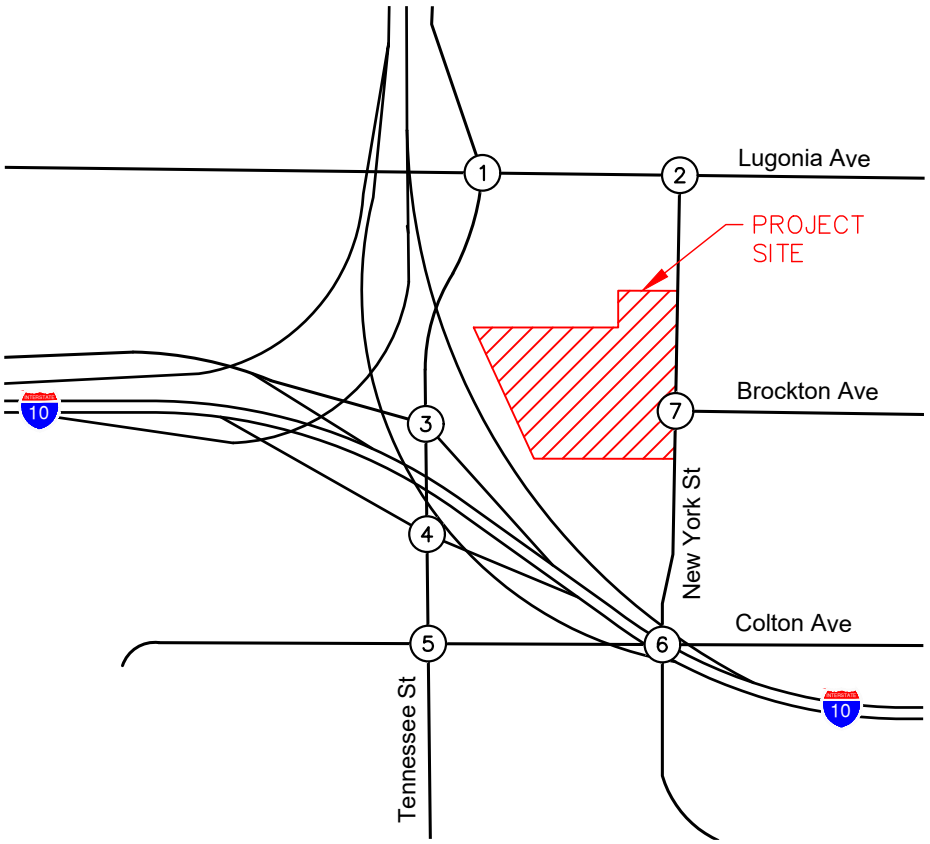
- Automobile Sales (Used)
    - ITE Trip Generation Manual (11th Edition)
- Production
    - Based on employee information provided by the applicant

Automobile Sales (Used) Trips

Trip generation estimates for the Automobile Sales (Used) portion of the project are based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) trip rates for Automobile Sales (Used) (ITE Land Use 841).

The trip generation rates, and the resulting trip generation for the Automobile Sales (Used) portion of the project are shown on Table 2. The Automobile Sales (Used) portion of the proposed project is estimated to generate 192 total daily trips, with 15 total trips (11 inbound and 4 outbound) in the morning peak hour and 27 total trips (13 inbound and 14 outbound) in the evening peak hour.

NOT TO SCALE



1. Lugonia Ave at Tennessee St	2. Lugonia Ave at New York St	3. I-10 WB Ramps at Tennessee St	4. I-10 EB Ramps at Tennessee St
4/15, 103/147, 57/106 ↖ ← ↙ 86/107, 353/431, 105/90 ↑ ← ↖ 20/55 ↗ 218/781 → 149/464 ↘ 120/305 ↑ 217/338 → 68/242 ↗	← 478/469 43/28 ↖ 264/980 → 92/219 ↘ 96/187 ↑ 27/76 ↗	88/83 ↖ 309/631 ← 128/259 ↑ 6/8 ← 161/132 ↖ 207/216 ↑ 384/701 →	349/503 ← 114/263 ↙ 104/297 ↗ 177/402 → 383/329 ↘ 457/617 ↑ 122/149 ↗

5. Colton Ave at Tennessee St	6. Colton Ave at New York St	7. New York St at Project Driveway/Brockton Ave
164/154, 422/470, 98/206 ↖ ← ↙ 108/126, 200/282, 38/48 ↑ ← ↖ 60/149 ↗ 130/472 → 29/57 ↘ 53/67 ↑ 422/452 → 41/80 ↗	61/88 ↖ 30/115 ← 16/74 ↙ 55/94 ↑ 217/313 ← 8/12 ↖ 34/89 ↗ 173/592 → 40/82 ↘ 56/27 ↑ 42/53 → 9/6 ↗	118/197 ← 26/36 ↙ 30/34 ↑ 23/38 ← 87/247 ↑ 17/17 ↗

LEGEND:

(X) = Study Intersection

XX/YY = AM/PM Peak Hour Turning Movement Volumes

FIGURE 5
EXISTING PEAK HOUR TRAFFIC VOLUMES

TABLE 1
SUMMARY OF INTERSECTION OPERATION
EXISTING CONDITIONS

Int. #	Intersection	Traffic Control	AM Peak Hour		PM Peak Hour	
			Delay	LOS	Delay	LOS
1	Lugonia Avenue at Tennessee Street	S	33.1	C	34.9	C
2	Lugonia Avenue at New York Street	S	11.0	B	13.4	B
3	I-10 WB Ramps at Tennessee Street	S	20.9	C	19.7	B
4	I-10 EB Ramps at Tennessee Street	S	23.1	C	30.9	C
5	Colton Avenue at Tennessee Street	S	34.1	C	31.8	C
6	Colton Avenue at New York Street	S	20.7	C	20.9	C
7	New York Street at Project Driveway/Brockton Avenue	U	11.3	B	15.6	C

Notes:
- **Bold** values indicate intersections operating at an unacceptable Level of Service

- Delay values for unsignalized intersections represent the average vehicle delay on the worst (highest delay) intersection approach.

S = Signalized; U = Unsignalized

TABLE 2
SUMMARY OF PROJECT TRIP GENERATION
REDLANDS USED AUTO SALES AND SERVICE FACILITY PROJECT

ITE Land Use	ITE Code	Unit	Trip Generation Rates [1]						
				AM Peak Hour			PM Peak Hour		
			Daily	In	Out	Total	In	Out	Total
Automobile Sales (Used)	841	KSF	27.060	1.619	0.511	2.130	1.763	1.988	3.750

Project Land Use	Quantity	Unit	Trip Generation Estimates						
				AM Peak Hour			PM Peak Hour		
			Daily	In	Out	Total	In	Out	Total
Automobile Sales (Used)	7.098	KSF	192	11	4	15	13	14	27
Production[2]	42.393	KSF	360	--	--	--	--	--	--
Total Project Trips			552	11	4	15	13	14	27

[1] Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

[2] Trip estimates for the production portion of the proposed project are based on employee and truck information provided by the applicant . There is anticipated to be approximately 170 total production employees over 2 shifts (7am to 3pm; 3pm to 11pm) on a daily basis. It should be noted that employees would arrive and exit their shifts during non-peak hours of adjacent street traffic. As a result, the production portion of the project site does not generate additional peak hour traffic. The daily trips has been adjusted to account for the employee trips for the production portion of the project site. The production portion of the project is anticipated to generate approximately 10 car carrier trucks per day to the project site (20 total truck trips). The truck trips have been incorporated into the total daily trips.

Production Trips

As noted earlier in the report, the Production portion of the project has separate operations from the Used Automobile sales area of the project. As such, the trip generation estimates for the Production portion of the proposed project were based on employee and truck information provided by the applicant, which is provided in *Appendix E*. There is anticipated to be approximately 170 total production employees over two (2) shifts (7am to 3pm; 3pm to 11pm). It should be noted that employees for the Production portion of the project would arrive and exit their shifts during non-peak hours of adjacent street traffic. As a result, the Production portion of the project site does not generate additional peak hour traffic. On a typical weekday, the Production portion of the project is anticipated to generate approximately 10 car carrier trucks per day to the project site.

Based on the information noted above, the Production portion of the proposed project is estimated to generate approximately 360 total daily trips, with no trips during the morning and evening commute peak hours of adjacent street traffic.

Total Project Trips

The trip generation rates, and the resulting trip generation for the proposed project are shown on Table 2 (previously mentioned). The proposed project is estimated to generate approximately 552 total daily trips[1], with 15 total trips (11 inbound and 4 outbound) in the morning peak hour and 27 total trips (13 inbound and 14 outbound) in the evening peak hour.

Trip Distribution and Assignment

Trip distribution assumptions for the project were developed taking into account the proposed site use, likely origins and destinations of employees and customers, and existing traffic patterns on the surrounding street system. Trip distribution assumptions are shown on Figure 6.

Trip distribution percentages at each study intersection were applied to the project trip generation to determine the project trips through each intersection. The resulting project-related peak hour trips are shown on Figure 7.

[1] It should be noted that other environmental technical studies (i.e. Greenhouse Gas, etc.) for the proposed project assumed up to 715 daily trips as a worst-case scenario for the respective analyses.

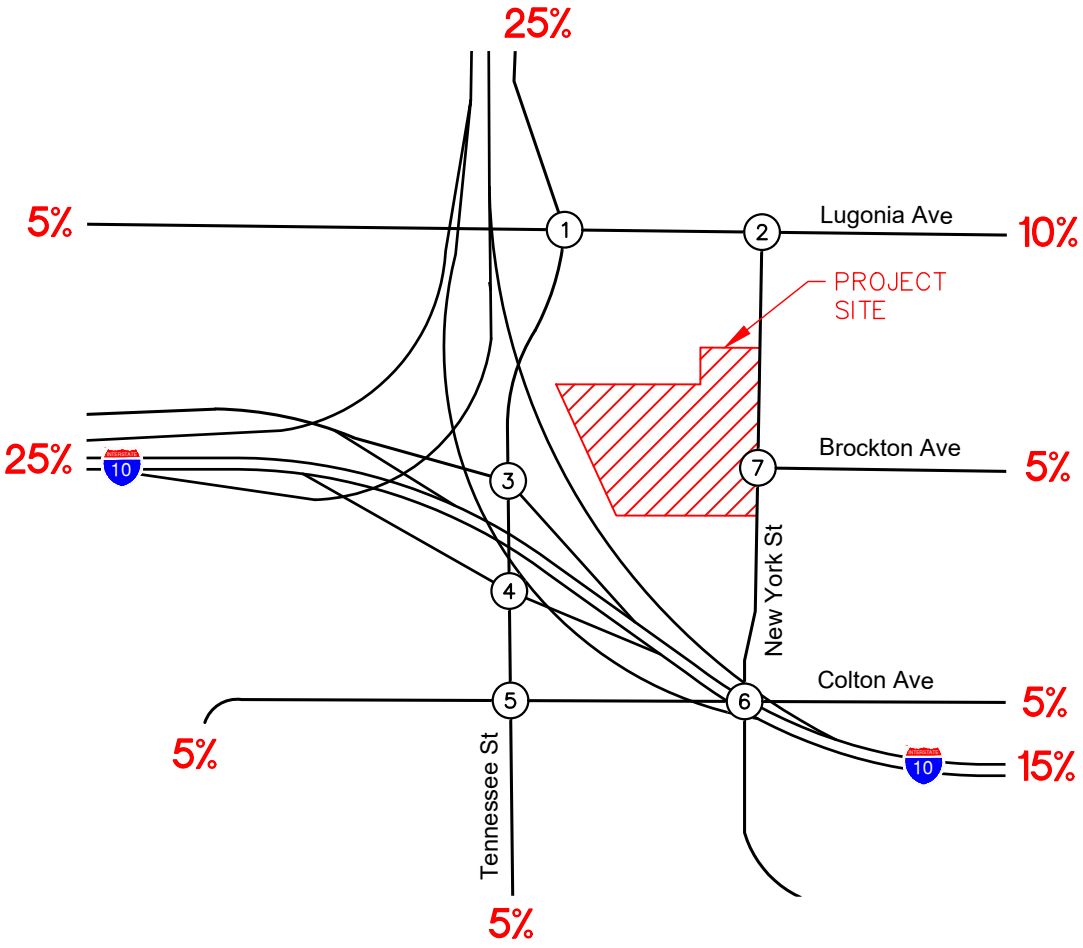
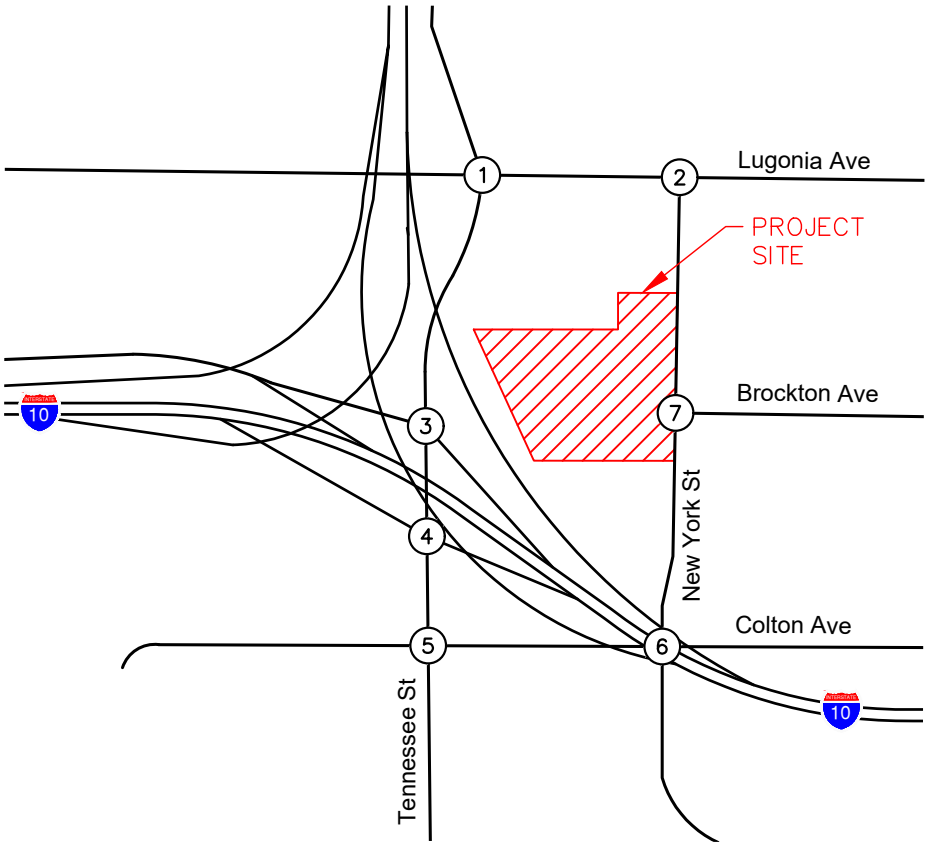


FIGURE 6
PROJECT TRIP DISTRIBUTION

NOT TO SCALE



1. Lugonia Ave at Tennessee St	2. Lugonia Ave at New York St	3. I-10 WB Ramps at Tennessee St	4. I-10 EB Ramps at Tennessee St
4/5 ↙ ↖ 1/5 ↗ 1/1	1/1 ↖ 5/6 ↘ 1/5 ↗ 0/1 ↗	1/1 ↖ 2/3 ↗	2/3 ↘ 2/3 ↗ 1/2 ↗

5. Colton Ave at Tennessee St	6. Colton Ave at New York St	7. New York St at Project Driveway/Brockton Ave
2/3 ↙ 3/5 ↖ 0/1 ← 0/1 ↖ 1/1 → ↗ 1/1	3/7 ↙ 0/1 ↖ 1/1 4/5 ↘	6/7 ↙ 1/6 ↗ 3/8 ↘ 5/6 ↗

LEGEND:

Ⓧ = Study Intersection

XX/YY = AM/PM Peak Hour Turning Movement Volumes

FIGURE 7
PROJECT-RELATED
TRAFFIC VOLUMES

EXISTING CONDITIONS PLUS PROJECT

Project-related traffic was added to the Existing Conditions traffic volumes, and the resulting morning and evening peak hour volumes are presented on Figure 8.

Peak Hour Operating Conditions

Intersection Level of Service analysis was conducted for the morning and evening peak hours for the Existing Conditions Plus Project. Intersection analysis worksheets are provided in *Appendix C*. The results of the intersection analysis for Existing Conditions Plus Project are shown on Table 3.

Review of this table indicates that all study intersections would continue to operate at an acceptable Level of Service during the morning and evening peak hours.

It should be noted that other recent traffic studies for nearby projects (Neighborhoods at Lugonia Village; 1005 West Lugonia Commercial) yielded different intersection delay and Level of Service values than those noted in this Traffic Study at the intersections of Tennessee Street at Lugonia Avenue (#1) and Tennessee Street at the I-10 Ramps (#3 and #4). There are many variables that can affect the overall intersection delay value at a study intersection, such as turning movement volumes, peak hour factors, lane geometries, and signal timing parameters. Based on review of the results from the other traffic studies and the Traffic Study for the proposed project, while there is variability in the assumptions noted above, each traffic analysis was conducted in line with general traffic engineering principles and consistent with the City of Redlands traffic study requirements and the parameters noted in the San Bernardino County Congestion Management Program (CMP).

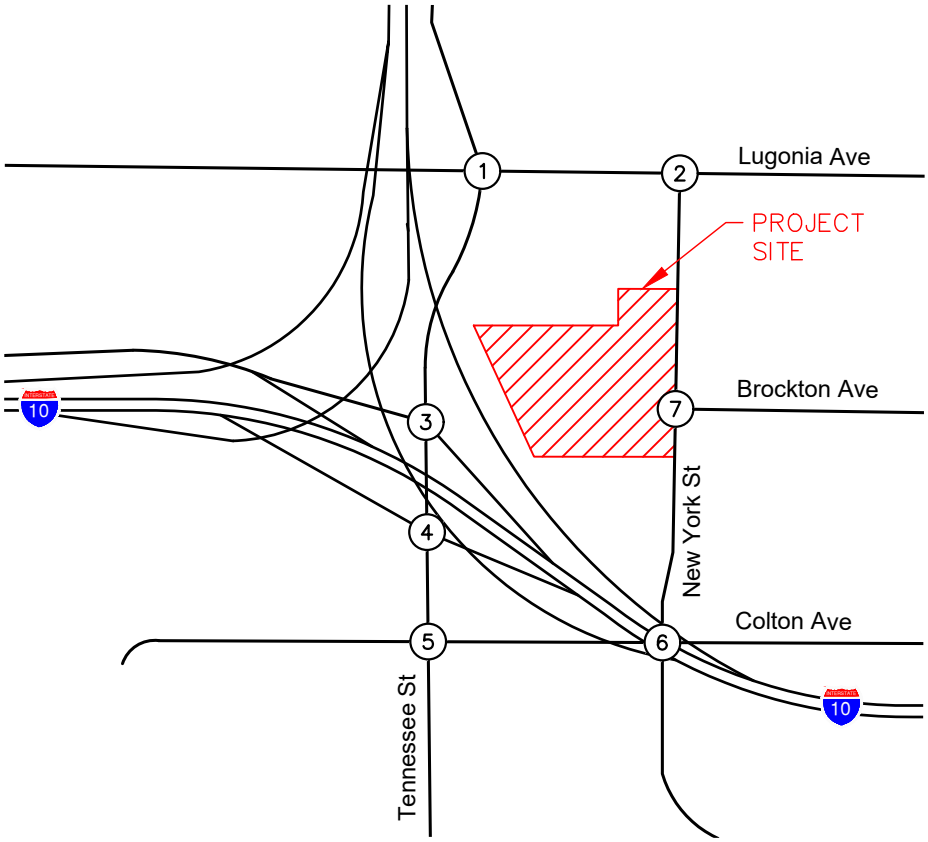
It should be noted that in the other traffic studies (Neighborhoods at Lugonia Village; 1005 West Lugonia Commercial), no improvements were recommended at the intersection of Tennessee Street at Lugonia Avenue (#1) since the addition of project traffic would not degrade the Level of Service to a lower Level of Service (LOS E or F), compared to the existing Level of Service (LOS D), consistent with the City of Redlands traffic analysis requirements. Also, no improvements were recommended at the intersections of Tennessee Street at I-10 Ramps since the intersections would operate at an acceptable Level of Service (LOS D or better for Caltrans intersections).

RECOMMENDED IMPROVEMENTS

Based on the City of Redland's Measure "U" requirements discussed previously, no improvements are required for the proposed project.

SITE ACCESS AND CIRCULATION

Vehicular access provisions for the project site would be provided via one unsignalized full-movement driveway at the intersection of New York Street and Brockton Avenue. A copy of the project site plan with truck turning templates on-site and at the project driveway are provided in *Appendix D*.



1. Lugonia Ave at Tennessee St	2. Lugonia Ave at New York St	3. I-10 WB Ramps at Tennessee St	4. I-10 EB Ramps at Tennessee St
4/15, 103/147, 61/111 ← ; 87/112, 353/431, 105/90 → ; 20/55, 218/781, 149/464 → ; 120/305, 217/338, 69/243 ↑	478/469, 44/29 ← ; 264/980, 97/225 → ; 97/192, 27/77 ↑	88/83, 309/631 ← ; 129/260, 6/8, 161/132 → ; 209/219, 384/701 ↑	349/503, 114/263 ← ; 104/297, 177/402, 385/332 → ; 459/620, 123/151 ↑
5. Colton Ave at Tennessee St	**6. Colton Ave at New York St**	**7. New York St at Project Driveway/Brockton Ave**	
164/154, 422/470, 100/209 ← ; 111/131, 200/283, 38/49 → ; 60/149, 131/473, 29/57 → ; 53/67, 422/452, 42/81 ↑	64/95, 30/115, 16/75 ← ; 56/95, 217/313, 8/12 → ; 38/94, 173/592, 40/82 → ; 56/27, 42/53, 9/6 ↑	6/7, 118/197, 26/36 ← ; 30/34, 23/38 → ; 1/6, 3/8 → ; 5/6, 87/247, 17/17 ↑	

LEGEND:

Ⓧ = Study Intersection

XX/YY = AM/PM Peak Hour Turning Movement Volumes

FIGURE 8
EXISTING CONDITIONS PLUS PROJECT TRAFFIC VOLUMES

TABLE 3
SUMMARY OF INTERSECTION OPERATION
EXISTING CONDITIONS PLUS PROJECT

Int. #	Intersection	Traffic Control	AM Peak Hour						PM Peak Hour					
			Without Project		With Project		Change Delay	Project Effect?	Without Project		With Project		Change Delay	Project Effect?
			Delay	LOS	Delay	LOS			Delay	LOS	Delay	LOS		
1	Lugonia Avenue at Tennessee Street	S	33.1	C	33.1	C	0.0	No	34.9	C	34.9	C	0.0	No
2	Lugonia Avenue at New York Street	S	11.0	B	11.1	B	0.1	No	13.4	B	13.6	B	0.2	No
3	I-10 WB Ramps at Tennessee Street	S	20.9	C	21.0	C	0.1	No	19.7	B	20.5	C	0.8	No
4	I-10 EB Ramps at Tennessee Street	S	23.1	C	23.1	C	0.0	No	30.9	C	31.1	C	0.2	No
5	Colton Avenue at Tennessee Street	S	34.1	C	34.2	C	0.1	No	31.8	C	31.8	C	0.0	No
6	Colton Avenue at New York Street	S	20.7	C	21.1	C	0.4	No	20.9	C	21.2	C	0.3	No
7	New York Street at Project Driveway/Brockton Avenue	U	11.3	B	11.5	B	0.2	No	15.6	C	16.2	C	0.6	No

Notes:
- **Bold** values indicate intersections operating at an unacceptable Level of Service
- Delay values for unsignalized intersections represent the average vehicle delay on the worst (highest delay) intersection approach.

S = Signalized; U = Unsignalized

VEHICLE MILES TRAVELED (VMT) ANALYSIS

Senate Bill 743 (SB 743) was approved by California legislature in September 2013. SB 743 requires changes to California Environmental Quality Act (CEQA), specifically directing the Governor's Office of Planning and Research (OPR) to develop alternative metrics to the use of vehicular "Level of Service" (LOS) for evaluating transportation projects. OPR has prepared a technical advisory ("OPR Technical Advisory") for evaluating transportation impacts in CEQA and has recommended that Vehicle Miles Traveled (VMT) replace LOS as the primary measure of transportation impacts. The Natural Resources Agency has adopted updates to CEQA Guidelines to incorporate SB 743 that requires VMT for the purposes of determining a significant transportation impact under CEQA.

The City of Redlands *CEQA Assessment VMT Analysis Guidelines* (VMT Guidelines) provide details on appropriate screening thresholds that can be used to identify when a proposed land use project is anticipated to result in a less-than-significant impact without conducting a more detailed level analysis. Screening thresholds are broken into the following three steps:

1. Transit Priority Area (TPA) Screening
2. Low VMT Area Screening
3. Project Type Screening

Land development projects that meet one or more of the above screening thresholds may be presumed to create a less-than-significant impact on transportation and circulation. The screening thresholds were reviewed and evaluated for this project.

Transit Priority Area (TPA) Screening

Projects located within a TPA may be presumed to have a less-than-significant impact. A TPA is defined as a half-mile area around an existing major transit stop of an existing stop along a high-quality transit corridor. 'Major transit stop' means a site containing an existing rail station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and evening peak commute periods. A 'high-quality transit corridor' means a corridor with a fixed route bus service with service intervals no longer than 15 minutes during the peak commute hours.

The City of Redlands VMT Guidelines also notes that the TPA screening may not be appropriate for a project if the project:

- Has a Floor Area Ratio (FAR) of less than 0.75
- Includes more parking for use by residents, customers, or employees of the project more than required by the jurisdiction
- Is inconsistent with the applicable Sustainable Communities Strategy
- Replaces affordable residential units with a smaller number of moderate- or high-income residential units.

Based on the San Bernardino County Transportation Authority (SBCTA) VMT Screening Tool (see the Approved Scoping Agreement in *Appendix A*), the project is located within a TPA. However, based on discussion with City staff, because the project has a FAR of less than 0.75 and includes more parking than required by the jurisdiction, the TPA screening would not apply to this project.

The TPA Screening criteria is not met.

Low VMT Area Screening

Projects located within a low VMT generating area (VMT per worker, 15% below County baseline) may be presumed to have a less-than-significant impact. Based on the SBCTA VMT Screening Tool, the project is not located in a Low VMT Area. The results of the SBCTA VMT Screening Tool are provided in the Approved Scoping Agreement in *Appendix A*.

The Low VMT Area Screening criteria is not met.

Project Type Screening

Projects which serve the local community and have the potential to reduce VMT should not be required to complete a VMT assessment. These local-serving projects include:

- Local-serving retail less than 50,000 SF
- K-12 schools
- Local parks
- Day care centers
- Local serving gas station
- Local serving banks
- Local-serving hotels
- Student housing projects
- Local serving community colleges

Projects which generate less than 3,000 MT CO2e per year can be presumed to have a less-than-significant impact on VMT. Projects which generate less than 3,000 MT CO2e per year include the following:

- Single family residential – 167 dwelling units or fewer
- Multi-family (low-rise) – 232 dwelling units or fewer
- Multi-family (mid-rise) – 299 dwelling units or fewer
- Office – 59,100 SF or less
- Local Serving Retail – 112,400 square feet or less
- Warehousing – 463,600 SF or less
- Light Industrial – 74,600 SF or less

Additional detail is provided in Attachment 1 (*Substantial Evidence for Trip-Based Screening Threshold)* of the City of Redlands *CEQA Assessment VMT Analysis Guidelines.*

The proposed Used Auto Sales and Service Facility project is intended to serve the local community. The nearest CarMax locations in the Redlands/Calimesa/Beaumont area (along the I-10 freeway) is approximately 20 to 30 miles away to the west in the City of Riverside (7980 Auto Drive) and even farther way to the east in the City of Palm Desert (73450 Dinah Shore Drive). With the proposed project location in the City of Redlands, residents and employees in the Redlands/Calimesa/Beaumont area would not need to travel as far to work or receive the services that the proposed project can provide. As a result, the overall VMT in the noted area would be reduced by providing a retail project that is local serving in nature. As such, the proposed project meets the intent of SB 743 and reducing VMT by providing a local-serving use.

With regards to the less than 3,000 MT CO2e per year threshold noted in this Project Type screening, a *Greenhouse Gas Emissions Assessment* (GHG Assessment, May 2023) was prepared for the proposed project. The GHG Assessment assumed up to 715 daily trips for the proposed project as a worst-case scenario. Based on the GHG Assessment, the proposed project would generate less than 3,000 MT CO2e per year (2,823.70 MT CO2e per year). Therefore, the proposed project can be presumed to have a less-than-significant impact on VMT and would meet the Project Type Screening criteria.

The Project Type Screening criteria is met.

Based on review of the VMT screening criteria, the project meets the Project Type Screening thresholds. Therefore, the project would result in a less-than-significant transportation impact, and no additional VMT analysis is required for the proposed project.

APPENDIX A

APPROVED SCOPING AGREEMENT

From: Ryan Murphy <rmurphy@cityofredlands.org>
Sent: Tuesday, November 7, 2023 3:58 PM
To: Briggs, Trevor <trevor.briggs@kimley-horn.com>
Cc: John Thatcher <jthatcher@centerpoint-is.com>; Katharine Ayerst <kayerst@centerpoint-is.com>; Pollock, John <john.pollock@kimley-horn.com>; Schwengler, Matt <Matt.Schwengler@kimley-horn.com>; Sadeghi, Pouya <Pouya.Sadeghi@kimley-horn.com>; Don Young <dyoung@cityofredlands.org>
Subject: RE: Traffic Scoping Letter - Proposed CarMax Project - City of Redlands

Good afternoon CarMax Team,

MUED has accepted your scoping letter. Please proceed with the study.

In addition, Planning is in receipt of the Data Needs response provided by your team and has routed it to the consultant for their use.

Sincerely,

Ryan Murphy
Senior Planner
City of Redlands
35 Cajon St., Ste. 20/P.O. Box 3005
Redlands, CA 92373
Office 909.798.7555 ext. 7308

From: Briggs, Trevor
Sent: Thursday, November 2, 2023 10:04 PM
To: Ryan Murphy
Cc: John Thatcher; Katharine Ayerst; Pollock, John; Schwengler, Matt; Sadeghi, Pouya; Don Young
Subject: RE: Traffic Scoping Letter - Proposed CarMax Project - City of Redlands

Some people who received this message don't often get email from trevor.briggs@kimley-horn.com. Learn why this is important

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi Ryan and Don,

I just want to follow-up on the below email regarding the **updated Traffic Scoping Letter** with accompanying **Response to Comment (R2C) matrix** (see both attached) for the proposed **CarMax project** in the **City of Redlands**.

Let me know if you have any questions or comments. If no further comments on the Traffic Scoping Letter, please send email approval or a signed Traffic Scoping Letter for our records.

Thanks!

Kimley»Horn

October 26, 2023

Mr. Don Young
Engineering Manager
City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373

RE: ***Scoping Letter Agreement for Traffic Study for the Proposed CarMax Project in the City of Redlands***

Dear Mr. Young:

Kimley-Horn and Associates, Inc. is submitting this Scoping Letter Agreement to the City of Redlands to provide a Traffic Study for the proposed CarMax project in the City of Redlands. The proposed scope for the Traffic Study is presented below.

PROJECT DESCRIPTION

The project site is located on the west side of the intersection of New York Street and Brockton Avenue. The site is currently an 18.63-acre vacant lot. The applicant proposes to develop a CarMax dealership with 7,098 square-foot sales area for Used Automobile sales. A copy of the project site plan is provided on **Attachment 1**.

Vehicular access provisions for the project site would be provided via one full-movement driveway at the unsignalized intersection of New York Street and Brockton Avenue. The proposed opening year for the project is Year 2025. The project will be developed in a single project phase.

SCOPE OF TRAFFIC STUDY

This scope is based on the City of Redlands traffic study requirements, including Measure "U", the City of Redlands *CEQA Assessment VMT Analysis Guidelines* and in accordance with the San Bernardino County Association of Governments (SANBAG) Congestion Management Program (CMP) requirements.

The following two traffic assessments will be evaluated for the proposed project: 1.) a VMT analysis for compliance with CEQA and 2.) a LOS analysis for compliance with Measure "U."

Trip Generation

Trip generation estimates for the automobile sales (used) area are based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) trip rates for Automobile Sales (Used) (ITE Land Use 841).

The trip generation rates and the resulting trip generation estimates for the proposed project are summarized on **Attachment 2**. Based on Attachment 2, the proposed project (7,098 SF of Automobile Sales area) is estimated to generate 192 total daily trips, with 15 total trips (11 inbound and 4 outbound) in the morning peak hour and 27 total trips (13 inbound and 14 outbound) in the evening peak hour.

Trip Distribution

Project distribution assumptions were developed based on existing travel patterns, and the likely origins and destinations of site employees and patrons. Trip distribution assumptions are shown on **Attachment 3.**

Suggested Study Area

The following is a list of study intersections to be included in the study, as shown on Attachment 3 (previously mentioned).

Intersections:

1. Lugonia Avenue at Tennessee Street
2. Lugonia Avenue at New York Street
3. I-10 WB Ramps at Tennessee Street
4. I-10 EB Ramps at Tennessee Street
5. Colton Avenue at Tennessee Street
6. Colton Avenue at New York Street
7. Project Driveway/Brockton Avenue at New York Street

The study intersection will be analyzed using the Highway Capacity Manual (HCM) methodology. The intersection analysis for the traffic study will be accomplished using the Vistro software program.

Level of Service (LOS) standards for the traffic study will be in accordance with Measure "U" in the City of Redlands.

Study Scenarios

- Existing Conditions
- Existing Conditions Plus Project

VEHICLE MILES TRAVELED (VMT) ANALYSIS

The City of Redlands *CEQA Assessment VMT Analysis Guidelines* provide details on appropriate screening thresholds that can be used to identify when a proposed land use project is anticipated to result in a less-than-significant impact without conducting a more detailed level analysis. Screening thresholds are broken into the following three steps:

1. Transit Priority Area (TPA) Screening
2. Low VMT Area Screening
3. Project Type Screening

Transit Priority Area (TPA) Screening

Projects located within a TPA may be presumed to have a less-than-significant impact. A TPA is defined as a half-mile area around an existing major transit stop of an existing stop along a high-quality transit corridor. 'Major transit stop' means a site containing an existing rail station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and evening peak commute periods. A 'high-quality transit corridor' means a corridor with a fixed route bus service with service intervals no longer than 15 minutes during the peak commute hours.

Based on the San Bernardino County Transportation Authority (SBCTA) VMT Screening Tool (see **Attachment 4**), the project is located within a TPA.

The TPA Screening criteria is met.

Low VMT Area Screening

Projects located within a low VMT generating area (VMT per worker, 15% below County baseline) may be presumed to have a less-than-significant impact. Based on the SBCTA VMT Screening Tool, the project is not located in a Low VMT Area. The results of the SBCTA VMT Screening Tool are provided in Attachment 4 (previously mentioned).

The Low VMT Area Screening criteria is not met.

Project Type Screening

Projects which serve the local community and have the potential to reduce VMT should not be required to complete a VMT assessment. These local-serving projects include:

- Local-serving retail less than 50,000 SF
- K-12 schools
- Local parks
- Day care centers
- Local serving gas station
- Local serving banks
- Local-serving hotels
- Student housing projects
- Local serving community colleges

Projects which generate less than 3,000 MT CO2e per year can be presumed to have a less-than-significant impact on VMT. Projects which generate less than 3,000 MT CO2e per year include the following:

- Single family residential 0 167 dwelling units or fewer
- Multi-family (low-rise) – 232 dwelling units or fewer
- Multi-family (mid-rise) – 299 dwelling units or fewer
- Office – 59,100 SF or less
- Local Serving Retail – 112,400 square feet or less
- Warehousing – 463,600 SF or less
- Light Industrial – 74,600 SF or less

Additional detail is provided in Attachment 1 (*Substantial Evidence for Trip-Based Screening Threshold)* of the City of Redlands *CEQA Assessment VMT Analysis Guidelines.*

The proposed CarMax used car dealership is intended to serve the local community. In addition, per Attachment 1 of the City of Redlands *CEQA Assessment VMT Analysis Guidelines,* based on the proposed use and estimated daily trips for the project, the proposed project would generate less than 3,000 MT CO2e per year. As a result, the proposed project can be presumed to have a less-than-significant VMT impact and would meet the Project Type Screening criteria.

The Project Type Screening criteria is met.

Based on review of the VMT screening criteria, the project meets the TPA and Project Type screening thresholds. Therefore, the project would result in a less-than-significant transportation impact, and no additional VMT analysis is required.

Additional Items

A discussion of Measure "U," as it relates to traffic, will be included in the traffic study The traffic study will also include an evaluation of site access, on-site circulation, and truck turning templates.

Please contact me if you have any questions, comments, or concerns.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



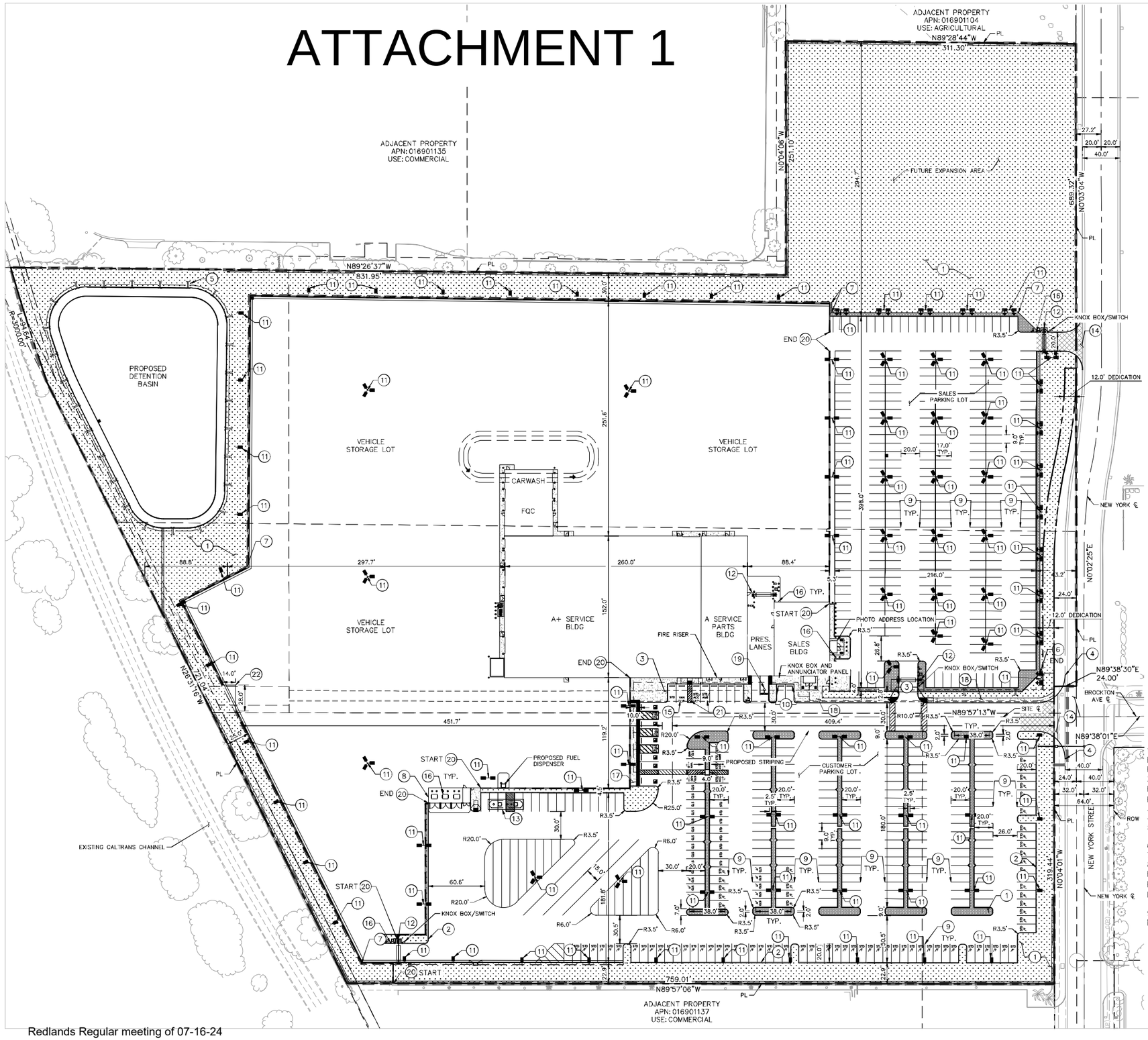
Trevor Briggs, P.E. (C87664)
Traffic Engineer

APPROVED:

By:

_____.
Don Young
Engineering Manager, City of Redlands

ATTACHMENT 1



LEGEND:

- CENTER LINE
- PROJECT PROPERTY LINE / RIGHT-OF-WAY
- DIVIDING PARCEL LINE LINE
- EASEMENT LINE / SETBACK LINE
- APPROXIMATE LIMIT OF WORK LINE
- LANDSCAPE/PLANTER AREA
- DETECTABLE WARNING SYSTEM
- GRAVEL AREA
- CONCRETE AREA
- ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
- ACCESSIBLE PARKING SPACE
- SITE LIGHTING
- STD — STANDARD EV STALL
- STD/F — STANDARD EV/FUTURE STALL

CONSTRUCTION NOTES:

1. INSTALL LANDSCAPE/PLANTER AREA
2. CONSTRUCT CONCRETE CURB.
3. CONSTRUCT ACCESSIBLE RAMP WITH DETECTABLE WARNING PER DETAIL 8, SHEET C6.3.
4. JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
5. INSTALL WROUGHT IRON FENCE FOR SECURITY SCREENING AROUND BASIN.
6. INSTALL GUARD RAIL PER DETAIL 18, SHEET C6.2.
7. INSTALL GUARD RAIL CORNER PER DETAIL 35, SHEET C6.2.
8. INSTALL DUMPSTER ENCLOSURE AND TIRE STORAGE PER DETAIL 1, SHEET C6.4
9. CONSTRUCT STANDARD 90° PARKING STALL STRIPING.
10. INSTALL WHEELSTOP PER DETAIL 25, SHEET C6.3.
11. INSTALL SITE LIGHTING.
12. INSTALL DROP BEAM GATE.
13. INSTALL UNDERGROUND TANK.
14. CONSTRUCT NEW COMMERCIAL DRIVEWAY APPROACH.
15. CONSTRUCT ACCESSIBLE PARKING STALL PER DETAIL 9, SHEET C6.3.
16. INSTALL BOLLARD PER DETAIL 22, SHEET C6.1.
17. CONSTRUCT SIDEWALK PER DETAIL 10, SHEET C6.3.
18. CONSTRUCT SIDEWALK WITH CURB PER DETAIL 18, SHEET C6.3.
19. INSTALL DIRECTIONAL SIGNAGE PER DETAIL 13, SHEET C6.3.
20. INSTALL CMU WALL, SEE TYPICAL SECTIONS ON SHEETS C4.1 AND C4.2 FOR HEIGHT, MATERIAL, THICKNESS.
21. INSTALL EVCS ACCESSIBLE STALLS PER DETAIL 9, SHEET C6.3.
22. CONSTRUCT GIBRALTAR G-6331 G-FORCE M30 P1 POST AND BEAM SYSTEM OVER SANITARY SEWER EASEMENT. SIZE PER PLAN.

GENERAL NOTES

1. TOTAL CUSTOMER/EMPLOYEE PARKING SPACES:
REQUIRED = 83 SPACES PER JURISDICTION
PROVIDED = 304 SPACES
2. PARKING SPACE SIZE:
REQUIREMENT (PER JURISDICTION) = 9' X 19'
PROVIDED = 9' X 20'
3. PARCEL I.D. NO. = 0169-011-38 & 0169-011-39
4. SITE ZONING = LIGHT INDUSTRIAL
5. SITE ADDRESS = WEST BROCKTON AVE. & NEW YORK ST., REDLAND, CA 92374
6. TOTAL SITE ACREAGE = 18.56 ACRES.
7. TOTAL DISTURBED ACREAGE = 16.41 ACRES.
8. AREA BREAKDOWN:
BUILDING = 1.24 AC = 6.7 %
PAVEMENT/IMPERVIOUS = 11.92 AC = 65.2 %
LANDSCAPE/GRASSED AREA = 5.40 AC = 28.1 %
TOTAL = 18.56 AC
9. SITE IS NOT LOCATED IN A FLOOD PLAIN AS PER FIRM MAP 06071C8704H.

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

DIGALERT — DIAL BEFORE YOU DIG — TOLL FREE 1-800-227-2600 — A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

Kimley»Horn

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PHONE: 951-543-9868
WWW.KIMLEY-HORN.COM

ENTITLEMENT PLANS

JOHN POLLOCK R.C.E. 86160
NOT RELEASED FOR CONSTRUCTION
LATEST DA/PC
DRAWN BY:
CHECKED BY:

REVISIONS

REV#	DATE	DESCRIPTION	BY

CARMAX — THE AUTO SUPERSTORE

STORE NUMBER 4033
BROCKTON AVENUE &
NEW YORK STREET,
REDLANDS, US 92374

BENCHMARK: BRASS DISK IN TOP OF CURB @ SW CORNER TEXAS ST & LUGONIA AVENUE 12' WEST OF WEST END RETURN. ELEVATION 1318.59 FEET.

PROJECT NO. 195440002
DATE 1/8/2023
SHEET TITLE: PRELIMINARY SITE PLAN
SHEET NO. C3.0

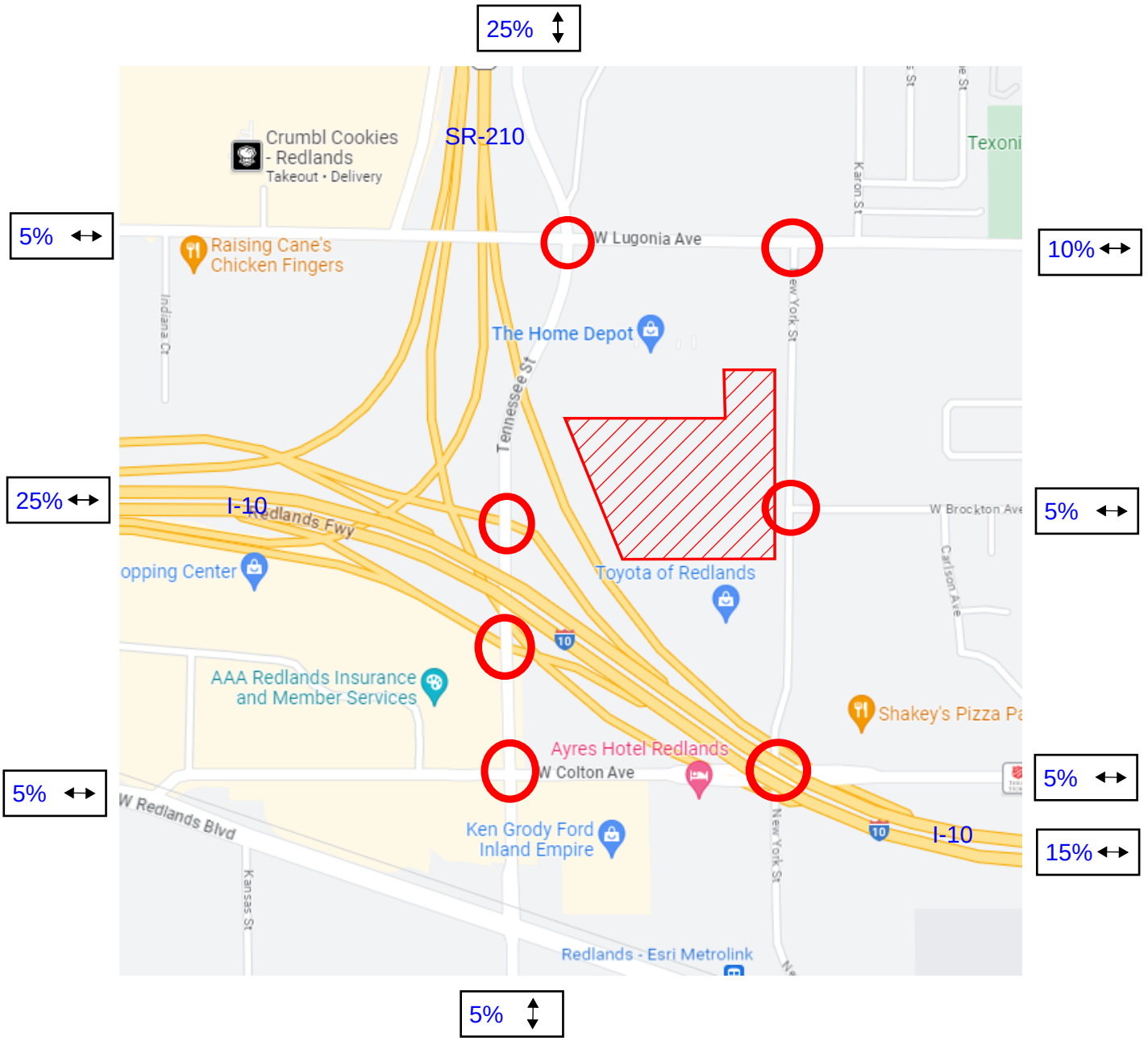
ATTACHMENT 2
SUMMARY OF PROJECT TRIP GENERATION
PROJECT: REDLANDS CARMAX

ITE Land Use	ITE Code	Unit	Trip Generation Rates [1]						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Automobile Sales (Used)	841	KSF	27.060	1.619	0.511	2.130	1.763	1.988	3.750

Project Land Use	Quantity	Unit	Trip Generation Estimates						
			Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Automobile Sales (Used)	7.098	KSF	192	11	4	15	13	14	27
Total Project Trips			192	11	4	15	26	14	27

[1] Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition

ATTACHMENT 3
PROJECT STUDY AREA
AND TRIP DISTRIBUTION RATES

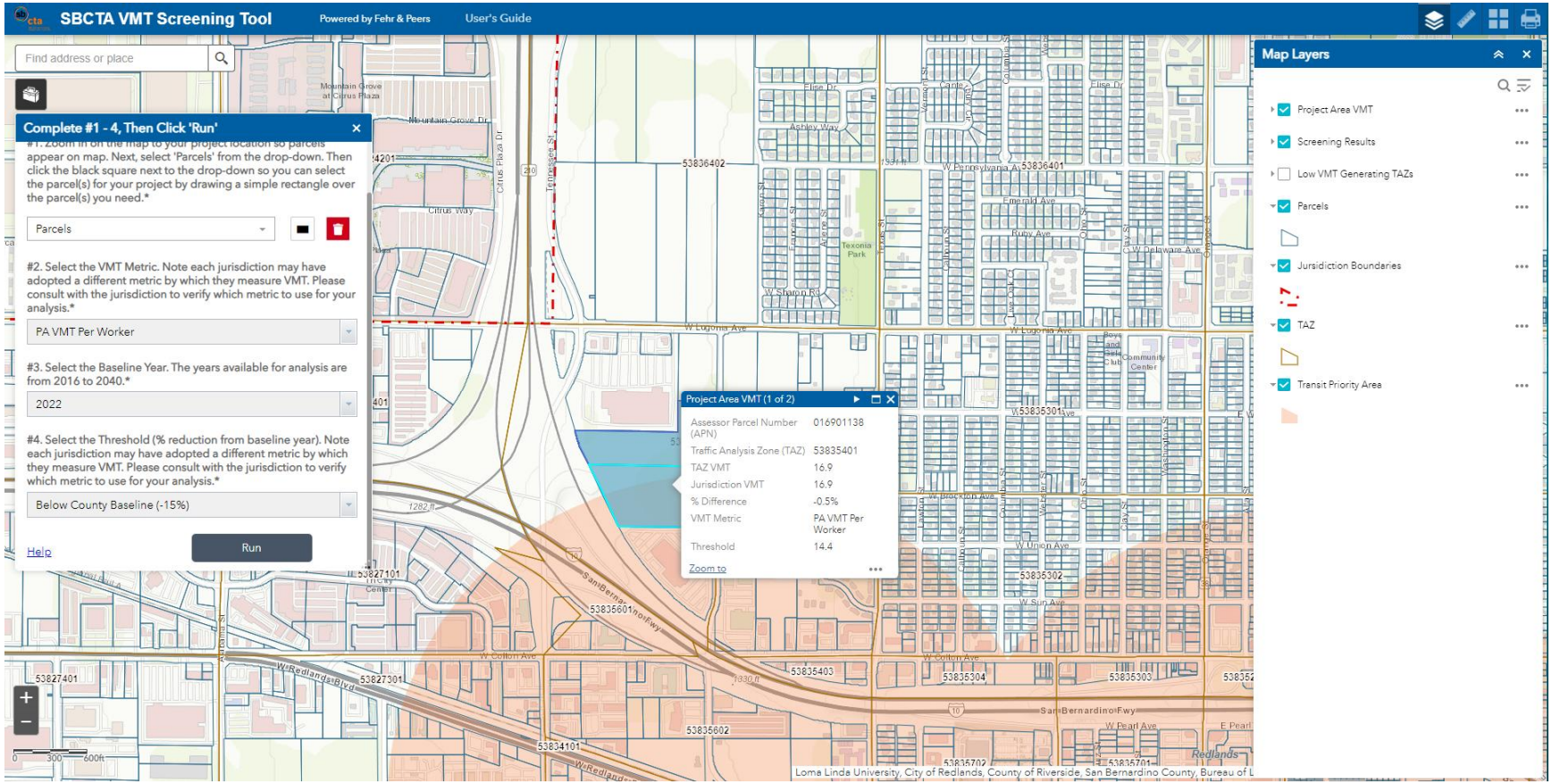


PROJECT SITE

STUDY INTERSECTION

XX% **TRIP DISTRIBUTION**

ATTACHMENT 4 - SBCTA VMT SCREENING TOOL



APPENDIX **B**

TRAFFIC COUNT DATA SHEETS

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Corona, CA 92878
(951) 268-6268

City of Redlands
N/S: Tennessee Street
E/W: Lugonia Avenue
Weather: Clear

File Name : 01_RED_Ten_Lug AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

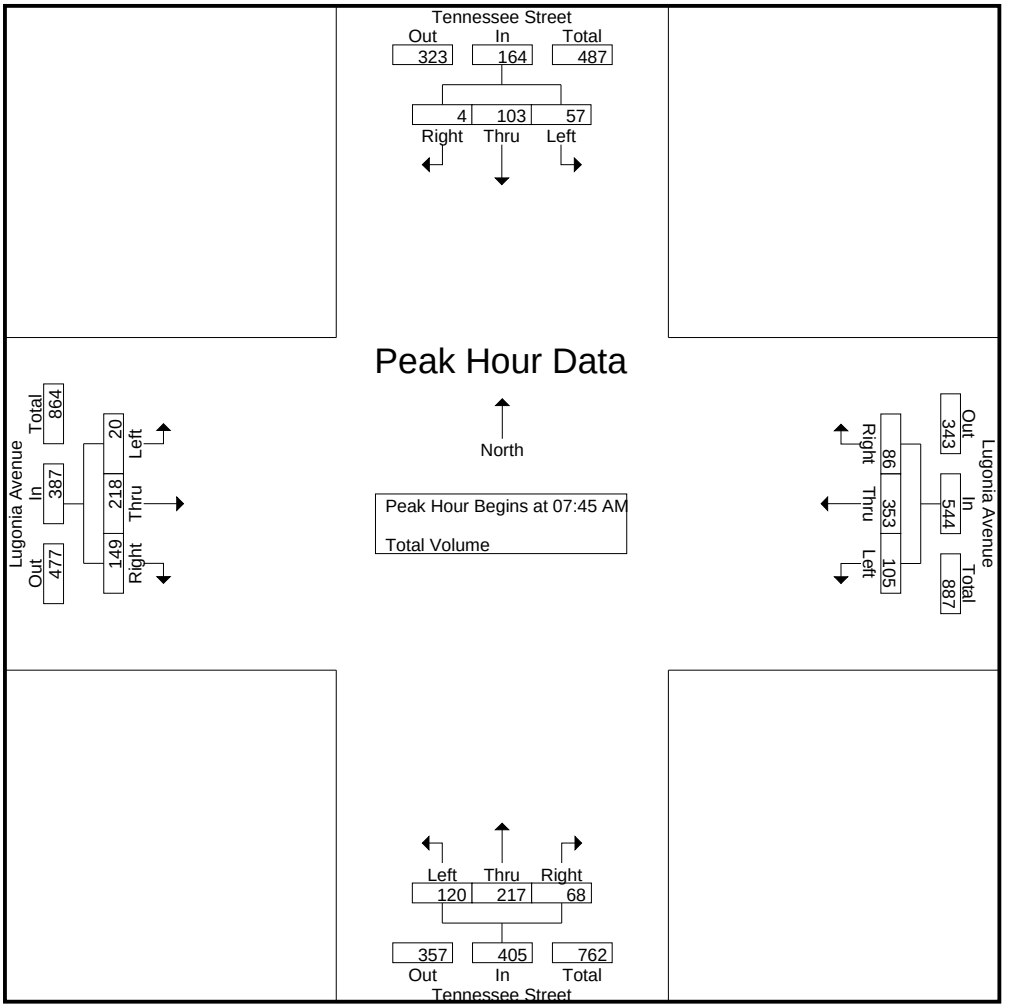
	Tennessee Street Southbound				Lugonia Avenue Westbound				Tennessee Street Northbound				Lugonia Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	4	12	1	17	22	63	22	107	21	46	16	83	3	25	24	52	259
07:15 AM	13	16	1	30	34	75	24	133	18	39	22	79	6	37	24	67	309
07:30 AM	9	26	0	35	27	80	23	130	23	52	14	89	2	47	30	79	333
07:45 AM	14	25	1	40	28	93	20	141	23	42	16	81	5	55	50	110	372
Total	40	79	3	122	111	311	89	511	85	179	68	332	16	164	128	308	1273
08:00 AM	18	32	1	51	27	74	28	129	34	58	22	114	4	56	21	81	375
08:15 AM	10	29	1	40	21	90	22	133	32	55	11	98	7	51	43	101	372
08:30 AM	15	17	1	33	29	96	16	141	31	62	19	112	4	56	35	95	381
08:45 AM	12	25	1	38	26	81	25	132	42	43	11	96	3	51	52	106	372
Total	55	103	4	162	103	341	91	535	139	218	63	420	18	214	151	383	1500
Grand Total	95	182	7	284	214	652	180	1046	224	397	131	752	34	378	279	691	2773
Apprch %	33.5	64.1	2.5		20.5	62.3	17.2		29.8	52.8	17.4		4.9	54.7	40.4		
Total %	3.4	6.6	0.3	10.2	7.7	23.5	6.5	37.7	8.1	14.3	4.7	27.1	1.2	13.6	10.1	24.9	

	Tennessee Street Southbound				Lugonia Avenue Westbound				Tennessee Street Northbound				Lugonia Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	14	25	**1**	40	28	93	20	**141**	23	42	16	81	5	55	**50**	**110**	372
08:00 AM	**18**	**32**	1	**51**	27	74	**28**	129	**34**	58	**22**	**114**	4	**56**	21	81	375
08:15 AM	10	29	1	40	21	90	22	133	32	55	11	98	**7**	51	43	101	372
08:30 AM	15	17	1	33	**29**	**96**	16	141	31	**62**	19	112	4	56	35	95	**381**
Total Volume	57	103	4	164	105	353	86	544	120	217	68	405	20	218	149	387	1500
% App. Total	34.8	62.8	2.4		19.3	64.9	15.8		29.6	53.6	16.8		5.2	56.3	38.5		
PHF	.792	.805	1.00	.804	.905	.919	.768	.965	.882	.875	.773	.888	.714	.973	.745	.880	.984

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Site Code : 10823541
Start Date : 6/1/2023
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				07:45 AM				08:00 AM				07:45 AM			
+0 mins.	9	26	0	35	28	93	20	**141**	34	58	**22**	**114**	5	55	**50**	**110**
+15 mins.	14	25	**1**	40	27	74	**28**	129	32	55	11	98	4	**56**	21	81
+30 mins.	**18**	**32**	1	**51**	21	90	22	133	31	**62**	19	112	**7**	51	43	101
+45 mins.	10	29	1	40	**29**	**96**	16	141	**42**	43	11	96	4	56	35	95
Total Volume	51	112	3	166	105	353	86	544	139	218	63	420	20	218	149	387
% App. Total	30.7	67.5	1.8		19.3	64.9	15.8		33.1	51.9	15		5.2	56.3	38.5	
PHF	.708	.875	.750	.814	.905	.919	.768	.965	.827	.879	.716	.921	.714	.973	.745	.880

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Site Code : 10823541
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Groups Printed- Total Volume

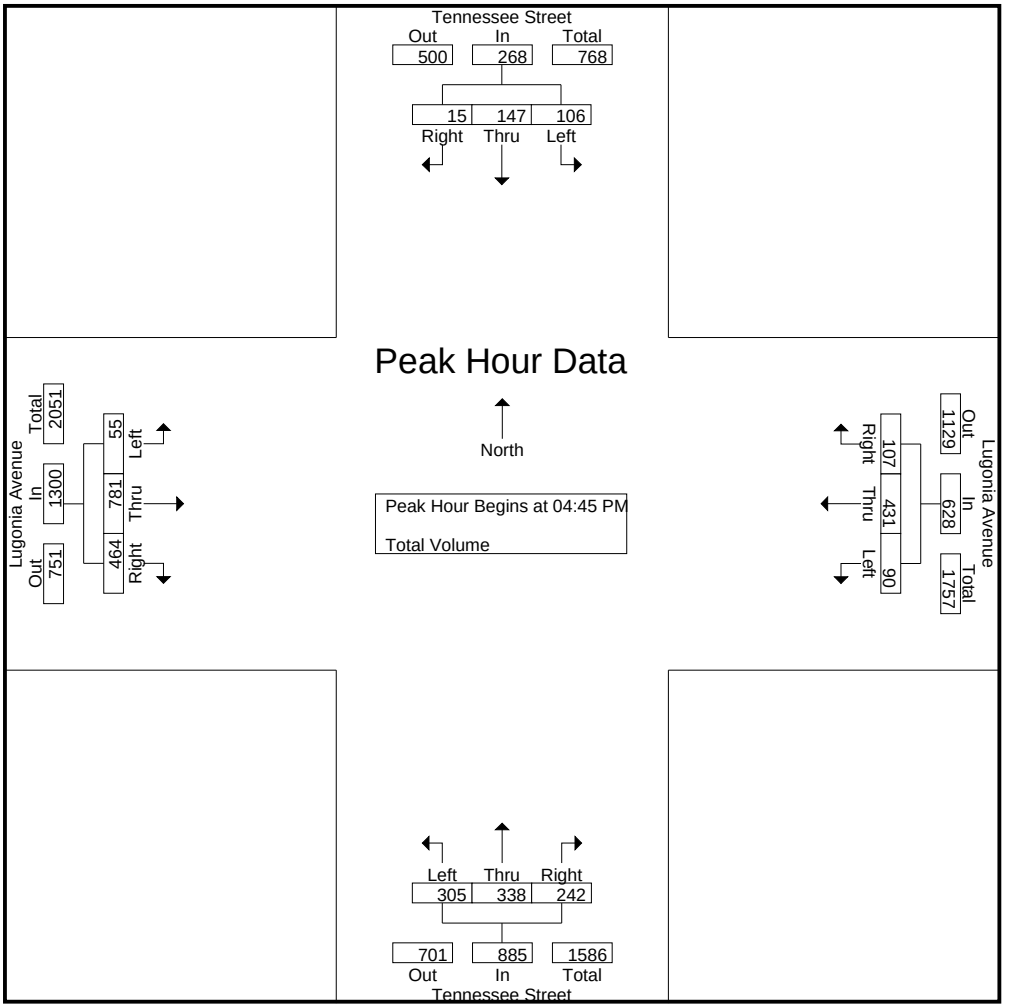
	Tennessee Street Southbound				Lugonia Avenue Westbound				Tennessee Street Northbound				Lugonia Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	20	17	1	38	17	123	39	179	89	79	52	220	14	191	115	320	757
04:15 PM	14	30	4	48	26	113	27	166	74	107	69	250	23	172	127	322	786
04:30 PM	21	26	7	54	21	100	32	153	72	80	52	204	17	179	106	302	713
04:45 PM	24	44	4	72	26	103	20	149	62	62	66	190	7	207	128	342	753
Total	79	117	16	212	90	439	118	647	297	328	239	864	61	749	476	1286	3009
05:00 PM	29	36	5	70	21	88	28	137	75	90	66	231	17	192	117	326	764
05:15 PM	24	37	6	67	18	119	34	171	90	114	53	257	12	181	113	306	801
05:30 PM	29	30	0	59	25	121	25	171	78	72	57	207	19	201	106	326	763
05:45 PM	15	24	0	39	30	118	32	180	73	54	54	181	12	182	105	299	699
Total	97	127	11	235	94	446	119	659	316	330	230	876	60	756	441	1257	3027
Grand Total	176	244	27	447	184	885	237	1306	613	658	469	1740	121	1505	917	2543	6036
Apprch %	39.4	54.6	6		14.1	67.8	18.1		35.2	37.8	27		4.8	59.2	36.1		
Total %	2.9	4	0.4	7.4	3	14.7	3.9	21.6	10.2	10.9	7.8	28.8	2	24.9	15.2	42.1	

	Tennessee Street Southbound				Lugonia Avenue Westbound				Tennessee Street Northbound				Lugonia Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	24	**44**	4	**72**	**26**	103	20	149	62	62	**66**	190	7	**207**	**128**	**342**	753
05:00 PM	**29**	36	5	70	21	88	28	137	75	90	66	231	17	192	117	326	764
05:15 PM	24	37	**6**	67	18	119	**34**	**171**	**90**	**114**	53	**257**	12	181	113	306	**801**
05:30 PM	29	30	0	59	25	**121**	25	171	78	72	57	207	**19**	201	106	326	763
Total Volume	106	147	15	268	90	431	107	628	305	338	242	885	55	781	464	1300	3081
% App. Total	39.6	54.9	5.6		14.3	68.6	17		34.5	38.2	27.3		4.2	60.1	35.7		
PHF	.914	.835	.625	.931	.865	.890	.787	.918	.847	.741	.917	.861	.724	.943	.906	.950	.962

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Site Code : 10823541
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Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM				05:00 PM				04:45 PM				04:45 PM			
+0 mins.	24	**44**	4	**72**	21	88	28	137	62	62	**66**	190	7	**207**	**128**	**342**
+15 mins.	**29**	36	5	70	18	119	**34**	171	75	90	66	231	17	192	117	326
+30 mins.	24	37	**6**	67	25	**121**	25	171	**90**	**114**	53	**257**	12	181	113	306
+45 mins.	29	30	0	59	**30**	118	32	**180**	78	72	57	207	**19**	201	106	326
Total Volume	106	147	15	268	94	446	119	659	305	338	242	885	55	781	464	1300
% App. Total	39.6	54.9	5.6		14.3	67.7	18.1		34.5	38.2	27.3		4.2	60.1	35.7	
PHF	.914	.835	.625	.931	.783	.921	.875	.915	.847	.741	.917	.861	.724	.943	.906	.950

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File Name : 02_RED_NY_Lug AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

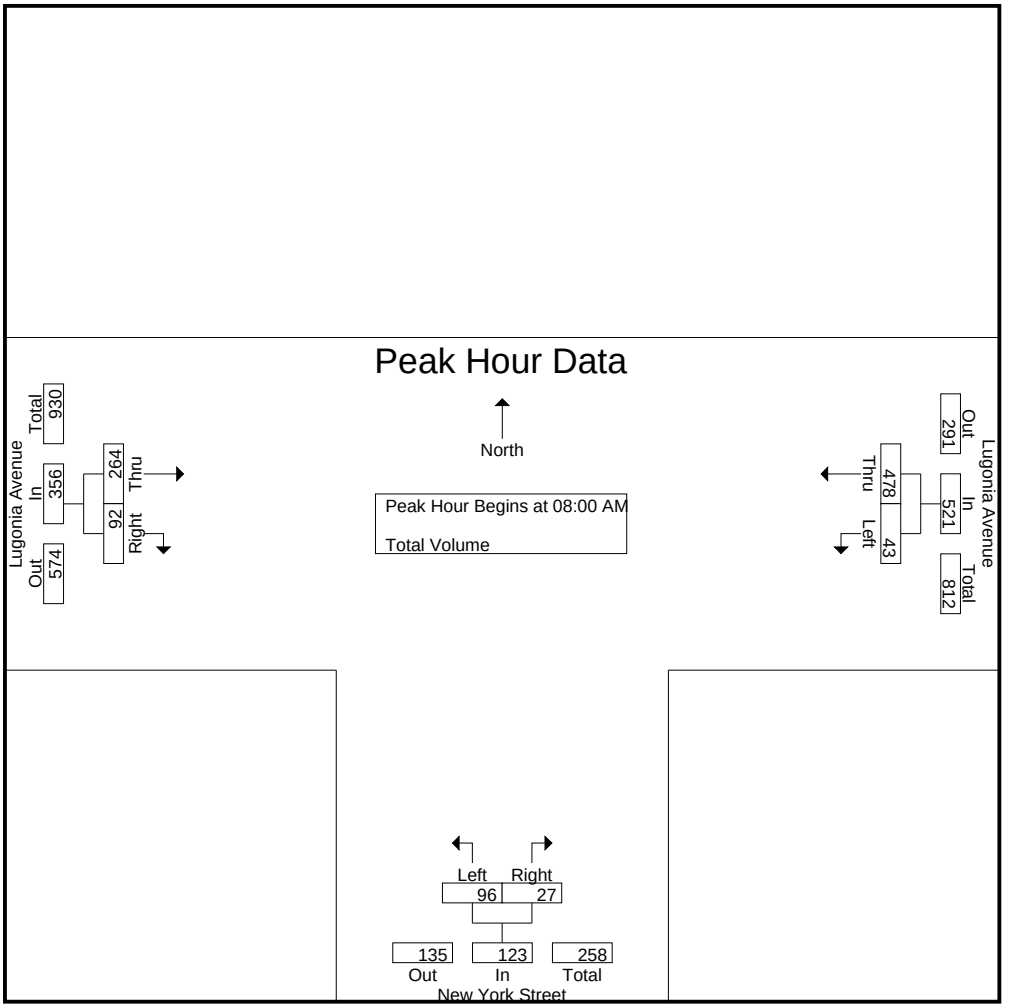
	Lugonia Avenue Westbound			New York Street Northbound			Lugonia Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
07:00 AM	2	98	100	11	3	14	36	11	47	161
07:15 AM	6	117	123	19	5	24	48	14	62	209
07:30 AM	10	125	135	16	2	18	59	13	72	225
07:45 AM	10	117	127	22	2	24	61	28	89	240
Total	28	457	485	68	12	80	204	66	270	835
08:00 AM	10	112	122	35	9	44	66	30	96	262
08:15 AM	10	121	131	12	10	22	61	21	82	235
08:30 AM	11	130	141	21	3	24	68	22	90	255
08:45 AM	12	115	127	28	5	33	69	19	88	248
Total	43	478	521	96	27	123	264	92	356	1000
Grand Total	71	935	1006	164	39	203	468	158	626	1835
Apprch %	7.1	92.9		80.8	19.2		74.8	25.2		
Total %	3.9	51	54.8	8.9	2.1	11.1	25.5	8.6	34.1	

	Lugonia Avenue Westbound			New York Street Northbound			Lugonia Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 08:00 AM										
08:00 AM	10	112	122	**35**	9	**44**	66	**30**	**96**	**262**
08:15 AM	10	121	131	12	**10**	22	61	21	82	235
08:30 AM	11	**130**	**141**	21	3	24	68	22	90	255
08:45 AM	**12**	115	127	28	5	33	**69**	19	88	248
Total Volume	43	478	521	96	27	123	264	92	356	1000
% App. Total	8.3	91.7		78	22		74.2	25.8		
PHF	.896	.919	.924	.686	.675	.699	.957	.767	.927	.954

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File Name : 02_RED_NY_Lug AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:45 AM			08:00 AM			07:45 AM		
+0 mins.	10	117	127	**35**	9	**44**	61	28	89
+15 mins.	10	112	122	12	**10**	22	66	**30**	**96**
+30 mins.	10	121	131	21	3	24	61	21	82
+45 mins.	**11**	**130**	**141**	28	5	33	**68**	22	90
Total Volume	41	480	521	96	27	123	256	101	357
% App. Total	7.9	92.1		78	22		71.7	28.3	
PHF	.932	.923	.924	.686	.675	.699	.941	.842	.930

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Groups Printed- Total Volume

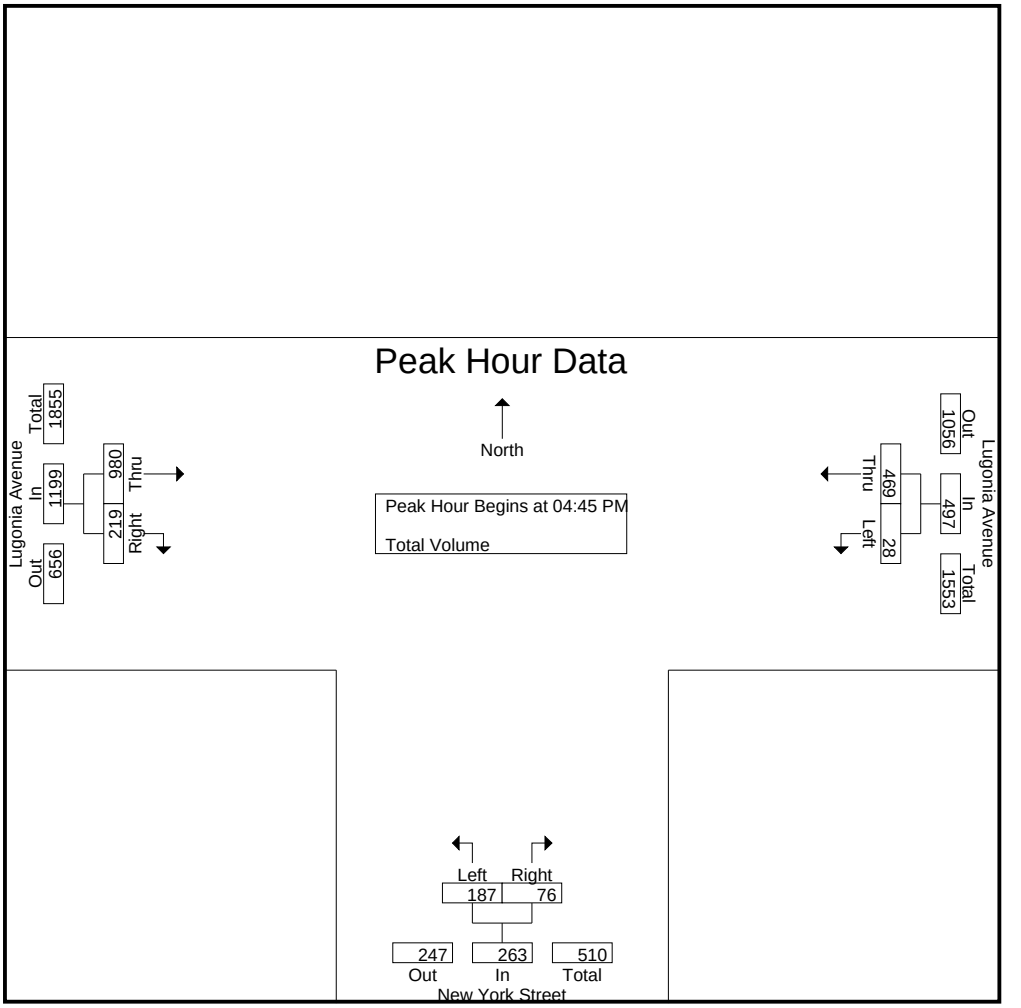
	Lugonia Avenue Westbound			New York Street Northbound			Lugonia Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
04:00 PM	6	128	134	45	22	67	234	53	287	488
04:15 PM	14	105	119	48	17	65	233	48	281	465
04:30 PM	8	113	121	35	19	54	224	50	274	449
04:45 PM	9	123	132	29	16	45	244	57	301	478
Total	37	469	506	157	74	231	935	208	1143	1880
05:00 PM	3	95	98	52	20	72	262	51	313	483
05:15 PM	8	133	141	61	23	84	240	57	297	522
05:30 PM	8	118	126	45	17	62	234	54	288	476
05:45 PM	12	121	133	46	17	63	218	42	260	456
Total	31	467	498	204	77	281	954	204	1158	1937
Grand Total	68	936	1004	361	151	512	1889	412	2301	3817
Apprch %	6.8	93.2		70.5	29.5		82.1	17.9		
Total %	1.8	24.5	26.3	9.5	4	13.4	49.5	10.8	60.3	

	Lugonia Avenue Westbound			New York Street Northbound			Lugonia Avenue Eastbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:45 PM										
04:45 PM	**9**	123	132	29	16	45	244	**57**	301	478
05:00 PM	3	95	98	52	20	72	**262**	51	**313**	483
05:15 PM	8	**133**	**141**	**61**	**23**	**84**	240	57	297	**522**
05:30 PM	8	118	126	45	17	62	234	54	288	476
Total Volume	28	469	497	187	76	263	980	219	1199	1959
% App. Total	5.6	94.4		71.1	28.9		81.7	18.3		
PHF	.778	.882	.881	.766	.826	.783	.935	.961	.958	.938

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Site Code : 10823541
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Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM			05:00 PM			04:45 PM		
+0 mins.	6	**128**	**134**	52	20	72	244	**57**	301
+15 mins.	**14**	105	119	**61**	**23**	**84**	**262**	51	**313**
+30 mins.	8	113	121	45	17	62	240	57	297
+45 mins.	9	123	132	46	17	63	234	54	288
Total Volume	37	469	506	204	77	281	980	219	1199
% App. Total	7.3	92.7		72.6	27.4		81.7	18.3	
PHF	.661	.916	.944	.836	.837	.836	.935	.961	.958

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City of Redlands
N/S: Tennessee Street
E/W: I-10 Westbound Ramps
Weather: Clear

File Name : 03_RED_Ten_10W AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

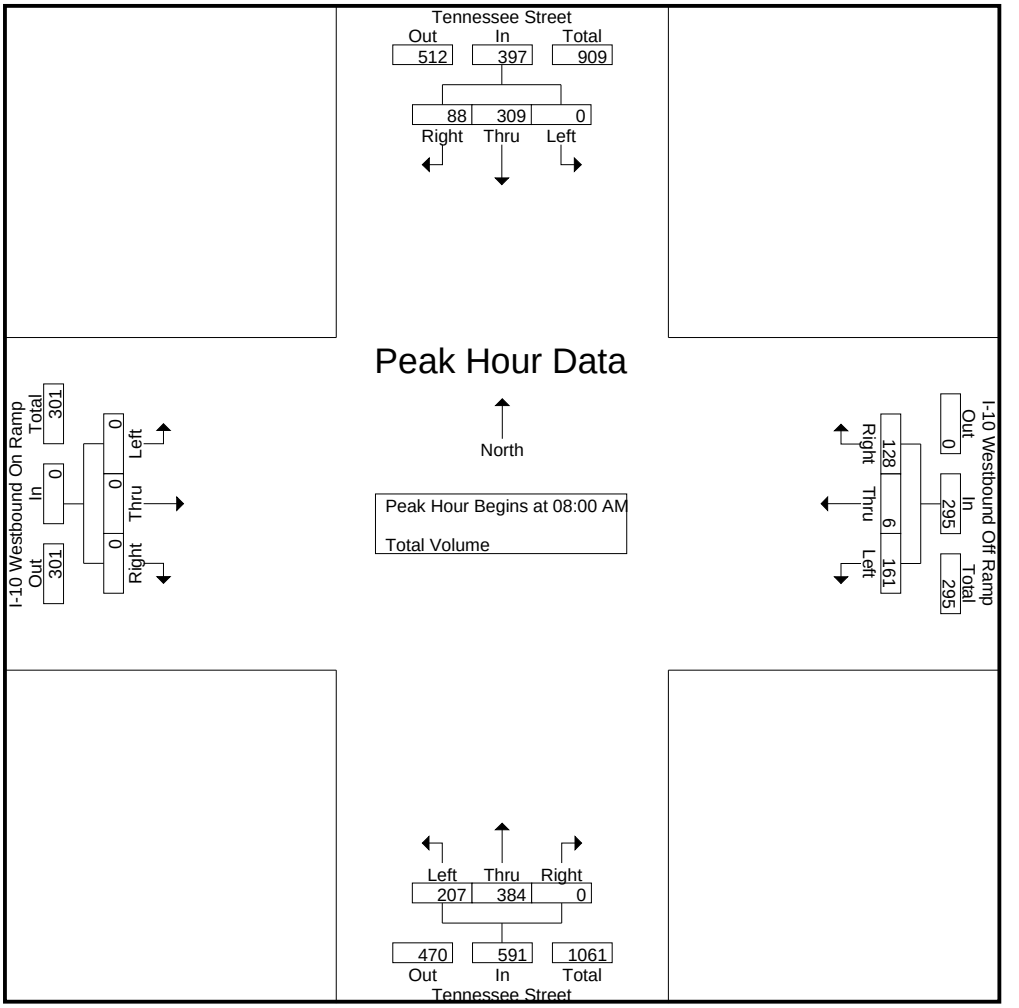
	Tennessee Street Southbound				I-10 Westbound Off Ramp Westbound				Tennessee Street Northbound				I-10 Westbound On Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	52	21	73	38	0	21	59	36	72	0	108	0	0	0	0	240
07:15 AM	0	55	27	82	41	1	28	70	57	64	0	121	0	0	0	0	273
07:30 AM	0	68	27	95	44	1	23	68	64	92	0	156	0	0	0	0	319
07:45 AM	0	83	27	110	46	0	36	82	50	70	0	120	0	0	0	0	312
Total	0	258	102	360	169	2	108	279	207	298	0	505	0	0	0	0	1144
08:00 AM	0	67	15	82	32	2	33	67	36	116	0	152	0	0	0	0	301
08:15 AM	0	90	25	115	37	0	33	70	57	82	0	139	0	0	0	0	324
08:30 AM	0	69	20	89	40	3	22	65	55	101	0	156	0	0	0	0	310
08:45 AM	0	83	28	111	52	1	40	93	59	85	0	144	0	0	0	0	348
Total	0	309	88	397	161	6	128	295	207	384	0	591	0	0	0	0	1283
Grand Total	0	567	190	757	330	8	236	574	414	682	0	1096	0	0	0	0	2427
Apprch %	0	74.9	25.1		57.5	1.4	41.1		37.8	62.2	0		0	0	0		
Total %	0	23.4	7.8	31.2	13.6	0.3	9.7	23.7	17.1	28.1	0	45.2	0	0	0	0	

	Tennessee Street Southbound				I-10 Westbound Off Ramp Westbound				Tennessee Street Northbound				I-10 Westbound On Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	0	67	15	82	32	2	33	67	36	**116**	0	152	0	0	0	0	301
08:15 AM	0	**90**	25	**115**	37	0	33	70	57	82	0	139	0	0	0	0	324
08:30 AM	0	69	20	89	40	**3**	22	65	55	101	0	**156**	0	0	0	0	310
08:45 AM	0	83	**28**	111	**52**	1	**40**	**93**	**59**	85	0	144	0	0	0	0	**348**
Total Volume	0	309	88	397	161	6	128	295	207	384	0	591	0	0	0	0	1283
% App. Total	0	77.8	22.2		54.6	2	43.4		35	65	0		0	0	0		
PHF	.000	.858	.786	.863	.774	.500	.800	.793	.877	.828	.000	.947	.000	.000	.000	.000	.922

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City of Redlands
N/S: Tennessee Street
E/W: I-10 Westbound Ramps
Weather: Clear

File Name : 03_RED_Ten_10W AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				08:00 AM				08:00 AM				07:00 AM			
+0 mins.	0	68	**27**	95	32	2	33	67	36	**116**	0	152	0	0	0	0
+15 mins.	0	83	27	110	37	0	33	70	57	82	0	139	0	0	0	0
+30 mins.	0	67	15	82	40	**3**	22	65	55	101	0	**156**	0	0	0	0
+45 mins.	0	**90**	25	**115**	**52**	1	**40**	**93**	**59**	85	0	144	0	0	0	0
Total Volume	0	308	94	402	161	6	128	295	207	384	0	591	0	0	0	0
% App. Total	0	76.6	23.4		54.6	2	43.4		35	65	0		0	0	0	
PHF	.000	.856	.870	.874	.774	.500	.800	.793	.877	.828	.000	.947	.000	.000	.000	.000

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City of Redlands
N/S: Tennessee Street
E/W: I-10 Westbound Ramps
Weather: Clear

File Name : 03_RED_Ten_10W PM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

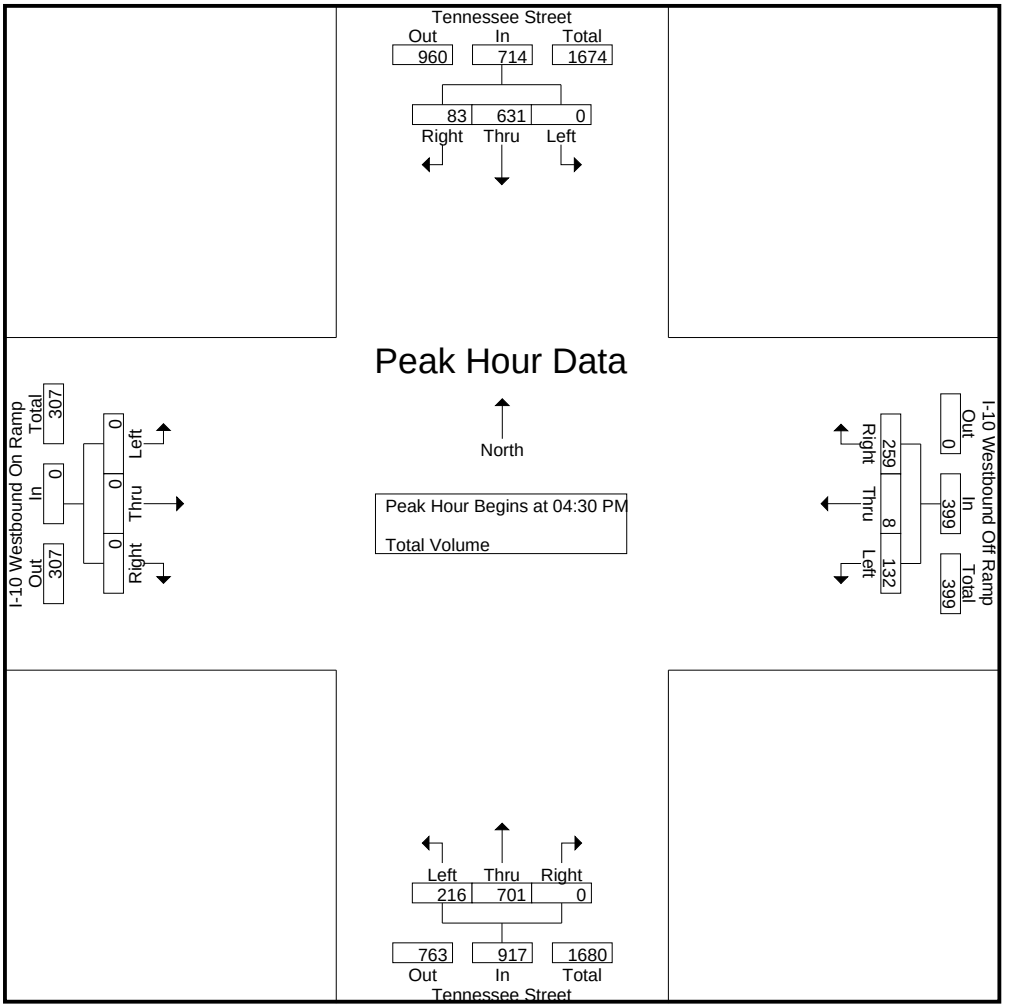
	Tennessee Street Southbound				I-10 Westbound Off Ramp Westbound				Tennessee Street Northbound				I-10 Westbound On Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	0	132	21	153	30	6	82	118	49	153	0	202	0	0	0	0	473
04:15 PM	0	161	21	182	26	4	101	131	43	168	0	211	0	0	0	0	524
04:30 PM	0	153	12	165	32	1	73	106	62	156	0	218	0	0	0	0	489
04:45 PM	0	168	30	198	48	1	55	104	48	164	0	212	0	0	0	0	514
Total	0	614	84	698	136	12	311	459	202	641	0	843	0	0	0	0	2000
05:00 PM	0	165	18	183	21	3	48	72	49	191	0	240	0	0	0	0	495
05:15 PM	0	145	23	168	31	3	83	117	57	190	0	247	0	0	0	0	532
05:30 PM	0	145	20	165	25	1	66	92	41	151	0	192	0	0	0	0	449
05:45 PM	0	133	23	156	38	3	57	98	42	147	0	189	0	0	0	0	443
Total	0	588	84	672	115	10	254	379	189	679	0	868	0	0	0	0	1919
Grand Total	0	1202	168	1370	251	22	565	838	391	1320	0	1711	0	0	0	0	3919
Apprch %	0	87.7	12.3		30	2.6	67.4		22.9	77.1	0		0	0	0		
Total %	0	30.7	4.3	35	6.4	0.6	14.4	21.4	10	33.7	0	43.7	0	0	0	0	

	Tennessee Street Southbound				I-10 Westbound Off Ramp Westbound				Tennessee Street Northbound				I-10 Westbound On Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	0	153	12	165	32	1	73	106	**62**	156	0	218	0	0	0	0	489
04:45 PM	0	**168**	**30**	**198**	**48**	1	55	104	48	164	0	212	0	0	0	0	514
05:00 PM	0	165	18	183	21	**3**	48	72	49	**191**	0	240	0	0	0	0	495
05:15 PM	0	145	23	168	31	3	**83**	**117**	57	190	0	**247**	0	0	0	0	**532**
Total Volume	0	631	83	714	132	8	259	399	216	701	0	917	0	0	0	0	2030
% App. Total	0	88.4	11.6		33.1	2	64.9		23.6	76.4	0		0	0	0		
PHF	.000	.939	.692	.902	.688	.667	.780	.853	.871	.918	.000	.928	.000	.000	.000	.000	.954

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City of Redlands
N/S: Tennessee Street
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File Name : 03_RED_Ten_10W PM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM				04:00 PM				04:30 PM				04:00 PM			
+0 mins.	0	161	21	182	30	**6**	82	118	**62**	156	0	218	0	0	0	0
+15 mins.	0	153	12	165	26	4	**101**	**131**	48	164	0	212	0	0	0	0
+30 mins.	0	**168**	**30**	**198**	32	1	73	106	49	**191**	0	240	0	0	0	0
+45 mins.	0	165	18	183	**48**	1	55	104	57	190	0	**247**	0	0	0	0
Total Volume	0	647	81	728	136	12	311	459	216	701	0	917	0	0	0	0
% App. Total	0	88.9	11.1		29.6	2.6	67.8		23.6	76.4	0		0	0	0	
PHF	.000	.963	.675	.919	.708	.500	.770	.876	.871	.918	.000	.928	.000	.000	.000	.000

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City of Redlands
N/S: Tennessee Street
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Weather: Clear

File Name : 04_RED_Ten_10E AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

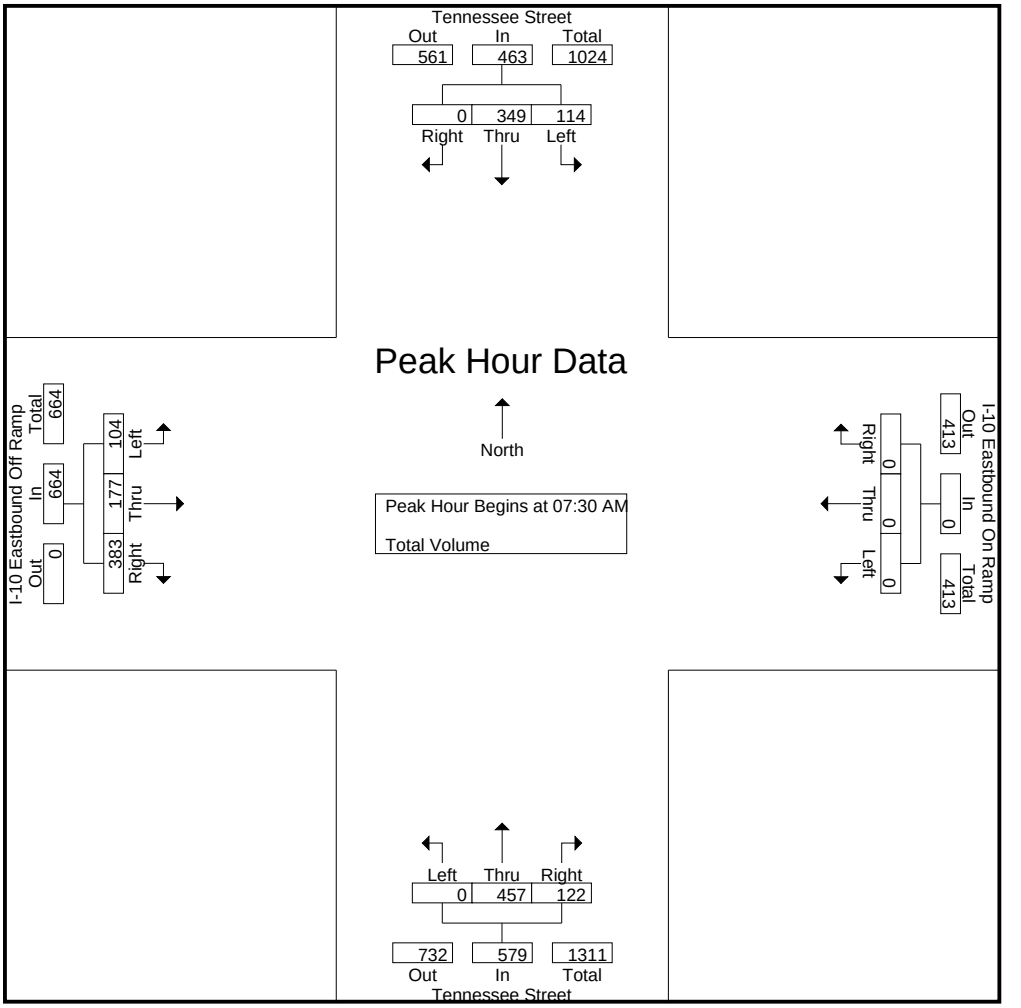
	Tennessee Street Southbound				I-10 Eastbound On Ramp Westbound				Tennessee Street Northbound				I-10 Eastbound Off Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	17	74	0	91	0	0	0	0	0	93	25	118	24	26	58	108	317
07:15 AM	15	81	0	96	0	0	0	0	0	90	22	112	30	34	76	140	348
07:30 AM	24	88	0	112	0	0	0	0	0	118	23	141	28	28	94	150	403
07:45 AM	23	105	0	128	0	0	0	0	0	113	33	146	18	52	102	172	446
Total	79	348	0	427	0	0	0	0	0	414	103	517	100	140	330	570	1514
08:00 AM	31	70	0	101	0	0	0	0	0	120	38	158	37	36	90	163	422
08:15 AM	36	86	0	122	0	0	0	0	0	106	28	134	21	61	97	179	435
08:30 AM	34	80	0	114	0	0	0	0	0	122	24	146	28	41	69	138	398
08:45 AM	20	115	0	135	0	0	0	0	0	113	29	142	28	42	92	162	439
Total	121	351	0	472	0	0	0	0	0	461	119	580	114	180	348	642	1694
Grand Total	200	699	0	899	0	0	0	0	0	875	222	1097	214	320	678	1212	3208
Apprch %	22.2	77.8	0		0	0	0		0	79.8	20.2		17.7	26.4	55.9		
Total %	6.2	21.8	0	28	0	0	0	0	0	27.3	6.9	34.2	6.7	10	21.1	37.8	

	Tennessee Street Southbound				I-10 Eastbound On Ramp Westbound				Tennessee Street Northbound				I-10 Eastbound Off Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	24	88	0	112	0	0	0	0	0	118	23	141	28	28	94	150	403
07:45 AM	23	**105**	0	**128**	0	0	0	0	0	113	33	146	18	52	**102**	172	**446**
08:00 AM	31	70	0	101	0	0	0	0	0	**120**	**38**	**158**	**37**	36	90	163	422
08:15 AM	**36**	86	0	122	0	0	0	0	0	106	28	134	21	**61**	97	**179**	435
Total Volume	114	349	0	463	0	0	0	0	0	457	122	579	104	177	383	664	1706
% App. Total	24.6	75.4	0		0	0	0		0	78.9	21.1		15.7	26.7	57.7		
PHF	.792	.831	.000	.904	.000	.000	.000	.000	.000	.952	.803	.916	.703	.725	.939	.927	.956

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City of Redlands
N/S: Tennessee Street
E/W: I-10 Eastbound Ramps
Weather: Clear

File Name : 04_RED_Ten_10E AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	08:00 AM				07:00 AM				07:45 AM				07:30 AM			
+0 mins.	31	70	0	101	0	0	0	0	0	113	33	146	28	28	94	150
+15 mins.	**36**	86	0	122	0	0	0	0	0	120	**38**	**158**	18	52	**102**	172
+30 mins.	34	80	0	114	0	0	0	0	0	106	28	134	**37**	36	90	163
+45 mins.	20	**115**	0	**135**	0	0	0	0	0	**122**	24	146	21	**61**	97	**179**
Total Volume	121	351	0	472	0	0	0	0	0	461	123	584	104	177	383	664
% App. Total	25.6	74.4	0		0	0	0		0	78.9	21.1		15.7	26.7	57.7	
PHF	.840	.763	.000	.874	.000	.000	.000	.000	.000	.945	.809	.924	.703	.725	.939	.927

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City of Redlands
N/S: Tennessee Street
E/W: I-10 Eastbound Ramps
Weather: Clear

File Name : 04_RED_Ten_10E PM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

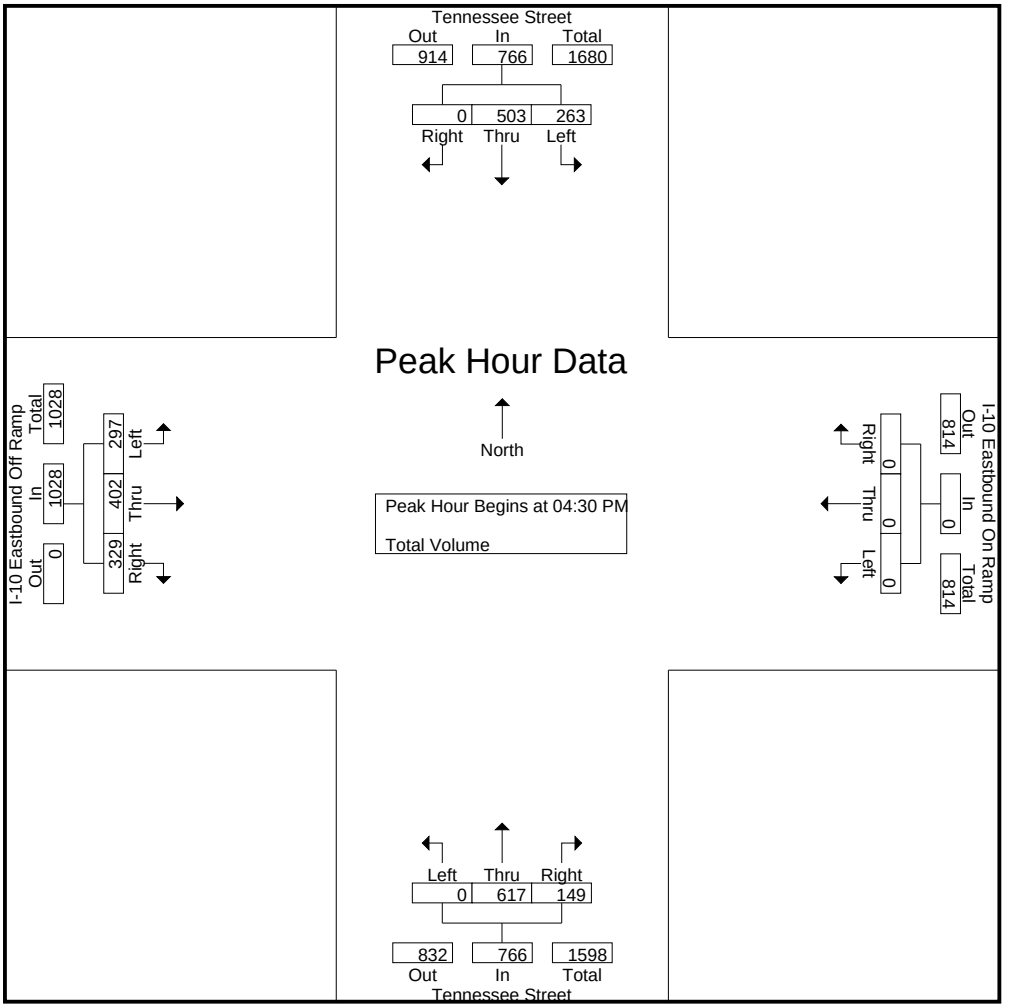
	Tennessee Street Southbound				I-10 Eastbound On Ramp Westbound				Tennessee Street Northbound				I-10 Eastbound Off Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	57	106	0	163	0	0	0	0	0	138	52	190	64	89	80	233	586
04:15 PM	68	115	0	183	0	0	0	0	0	141	34	175	68	77	78	223	581
04:30 PM	58	118	0	176	0	0	0	0	0	159	43	202	64	96	80	240	618
04:45 PM	72	148	0	220	0	0	0	0	0	126	31	157	77	114	87	278	655
Total	255	487	0	742	0	0	0	0	0	564	160	724	273	376	325	974	2440
05:00 PM	69	118	0	187	0	0	0	0	0	158	34	192	85	83	75	243	622
05:15 PM	64	119	0	183	0	0	0	0	0	174	41	215	71	109	87	267	665
05:30 PM	51	123	0	174	0	0	0	0	0	127	40	167	60	87	89	236	577
05:45 PM	48	128	0	176	0	0	0	0	0	131	49	180	59	79	92	230	586
Total	232	488	0	720	0	0	0	0	0	590	164	754	275	358	343	976	2450
Grand Total	487	975	0	1462	0	0	0	0	0	1154	324	1478	548	734	668	1950	4890
Apprch %	33.3	66.7	0		0	0	0		0	78.1	21.9		28.1	37.6	34.3		
Total %	10	19.9	0	29.9	0	0	0	0	0	23.6	6.6	30.2	11.2	15	13.7	39.9	

	Tennessee Street Southbound				I-10 Eastbound On Ramp Westbound				Tennessee Street Northbound				I-10 Eastbound Off Ramp Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	58	118	0	176	0	0	0	0	0	159	**43**	202	64	96	80	240	618
04:45 PM	**72**	**148**	0	**220**	0	0	0	0	0	126	31	157	77	**114**	**87**	**278**	655
05:00 PM	69	118	0	187	0	0	0	0	0	158	34	192	**85**	83	75	243	622
05:15 PM	64	119	0	183	0	0	0	0	0	**174**	41	**215**	71	109	87	267	**665**
Total Volume	263	503	0	766	0	0	0	0	0	617	149	766	297	402	329	1028	2560
% App. Total	34.3	65.7	0		0	0	0		0	80.5	19.5		28.9	39.1	32		
PHF	.913	.850	.000	.870	.000	.000	.000	.000	.000	.886	.866	.891	.874	.882	.945	.924	.962

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City of Redlands
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E/W: I-10 Eastbound Ramps
Weather: Clear

File Name : 04_RED_Ten_10E PM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 2



Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM				04:00 PM				04:30 PM				04:30 PM			
+0 mins.	68	115	0	183	0	0	0	0	0	159	**43**	202	64	96	80	240
+15 mins.	58	118	0	176	0	0	0	0	0	126	31	157	77	**114**	**87**	**278**
+30 mins.	**72**	**148**	0	**220**	0	0	0	0	0	158	34	192	**85**	83	75	243
+45 mins.	69	118	0	187	0	0	0	0	0	**174**	41	**215**	71	109	87	267
Total Volume	267	499	0	766	0	0	0	0	0	617	149	766	297	402	329	1028
% App. Total	34.9	65.1	0		0	0	0		0	80.5	19.5		28.9	39.1	32	
PHF	.927	.843	.000	.870	.000	.000	.000	.000	.000	.886	.866	.891	.874	.882	.945	.924

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City of Redlands
N/S: Tennessee Street
E/W: Colton Avenue
Weather: Clear

File Name : 05_RED_Ten_Col AM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

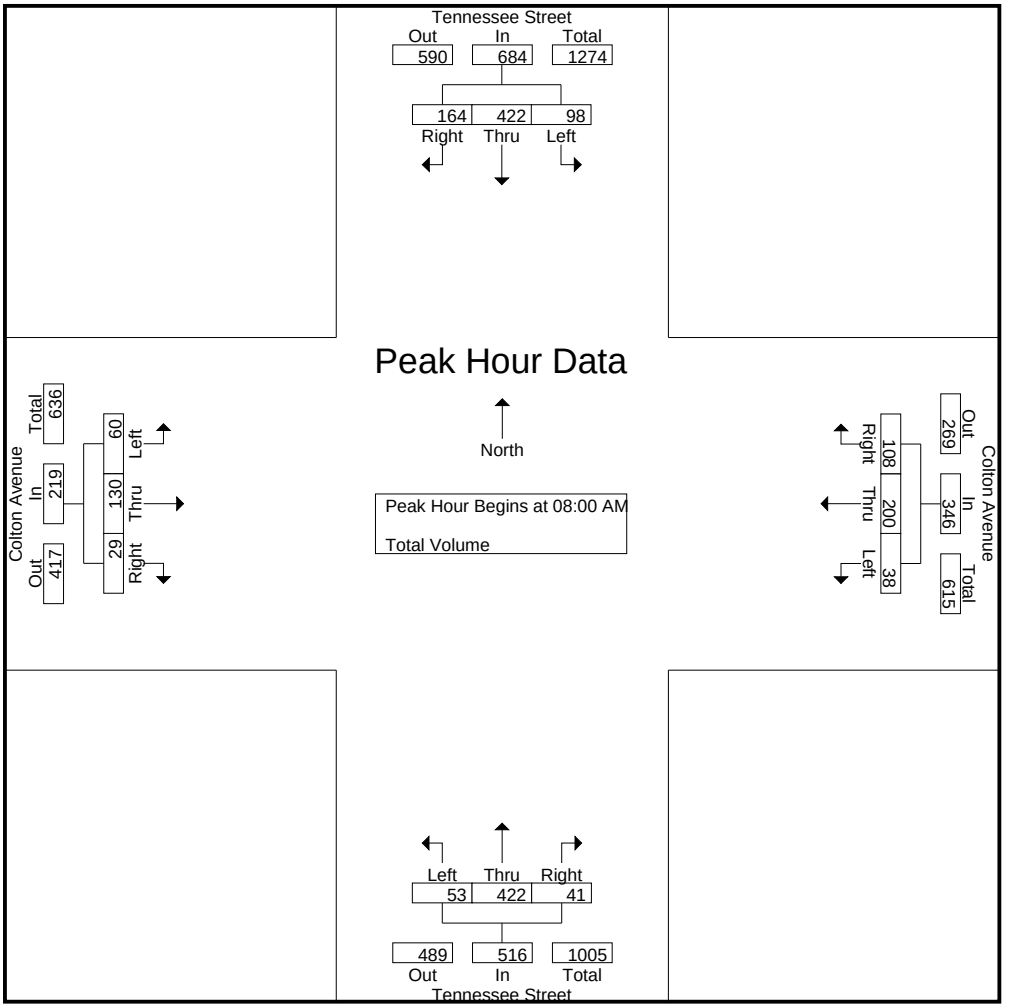
	Tennessee Street Southbound				Colton Avenue Westbound				Tennessee Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	24	84	18	126	4	18	16	38	3	95	9	107	7	5	2	14	285
07:15 AM	26	104	27	157	3	18	15	36	3	88	12	103	11	14	3	28	324
07:30 AM	26	126	20	172	8	37	13	58	7	117	9	133	11	18	2	31	394
07:45 AM	40	131	29	200	10	48	15	73	7	113	10	130	16	21	4	41	444
Total	116	445	94	655	25	121	59	205	20	413	40	473	45	58	11	114	1447
08:00 AM	27	95	38	160	6	34	32	72	12	125	14	151	8	30	4	42	425
08:15 AM	16	123	39	178	8	51	36	95	9	91	6	106	6	26	9	41	420
08:30 AM	29	94	27	150	11	52	23	86	23	106	12	141	20	38	7	65	442
08:45 AM	26	110	60	196	13	63	17	93	9	100	9	118	26	36	9	71	478
Total	98	422	164	684	38	200	108	346	53	422	41	516	60	130	29	219	1765
Grand Total	214	867	258	1339	63	321	167	551	73	835	81	989	105	188	40	333	3212
Apprch %	16	64.7	19.3		11.4	58.3	30.3		7.4	84.4	8.2		31.5	56.5	12		
Total %	6.7	27	8	41.7	2	10	5.2	17.2	2.3	26	2.5	30.8	3.3	5.9	1.2	10.4	

	Tennessee Street Southbound				Colton Avenue Westbound				Tennessee Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	27	95	38	160	6	34	32	72	12	**125**	**14**	**151**	8	30	4	42	425
08:15 AM	16	**123**	39	178	8	51	**36**	**95**	9	91	6	106	6	26	**9**	41	420
08:30 AM	**29**	94	27	150	11	52	23	86	**23**	106	12	141	20	**38**	7	65	442
08:45 AM	26	110	**60**	**196**	**13**	**63**	17	93	9	100	9	118	**26**	36	9	**71**	**478**
Total Volume	98	422	164	684	38	200	108	346	53	422	41	516	60	130	29	219	1765
% App. Total	14.3	61.7	24		11	57.8	31.2		10.3	81.8	7.9		27.4	59.4	13.2		
PHF	.845	.858	.683	.872	.731	.794	.750	.911	.576	.844	.732	.854	.577	.855	.806	.771	.923

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City of Redlands
N/S: Tennessee Street
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Weather: Clear

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Site Code : 10823541
Start Date : 6/1/2023
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Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:30 AM				08:00 AM				07:45 AM				08:00 AM			
+0 mins.	26	126	20	172	6	34	32	72	7	113	10	130	8	30	4	42
+15 mins.	**40**	**131**	29	**200**	8	51	**36**	**95**	12	**125**	**14**	**151**	6	26	**9**	41
+30 mins.	27	95	38	160	11	52	23	86	9	91	6	106	20	**38**	7	65
+45 mins.	16	123	**39**	178	**13**	**63**	17	93	**23**	106	12	141	**26**	36	9	**71**
Total Volume	109	475	126	710	38	200	108	346	51	435	42	528	60	130	29	219
% App. Total	15.4	66.9	17.7		11	57.8	31.2		9.7	82.4	8		27.4	59.4	13.2	
PHF	.681	.906	.808	.888	.731	.794	.750	.911	.554	.870	.750	.874	.577	.855	.806	.771

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City of Redlands
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File Name : 05_RED_Ten_Col PM
Site Code : 10823541
Start Date : 6/1/2023
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Groups Printed- Total Volume

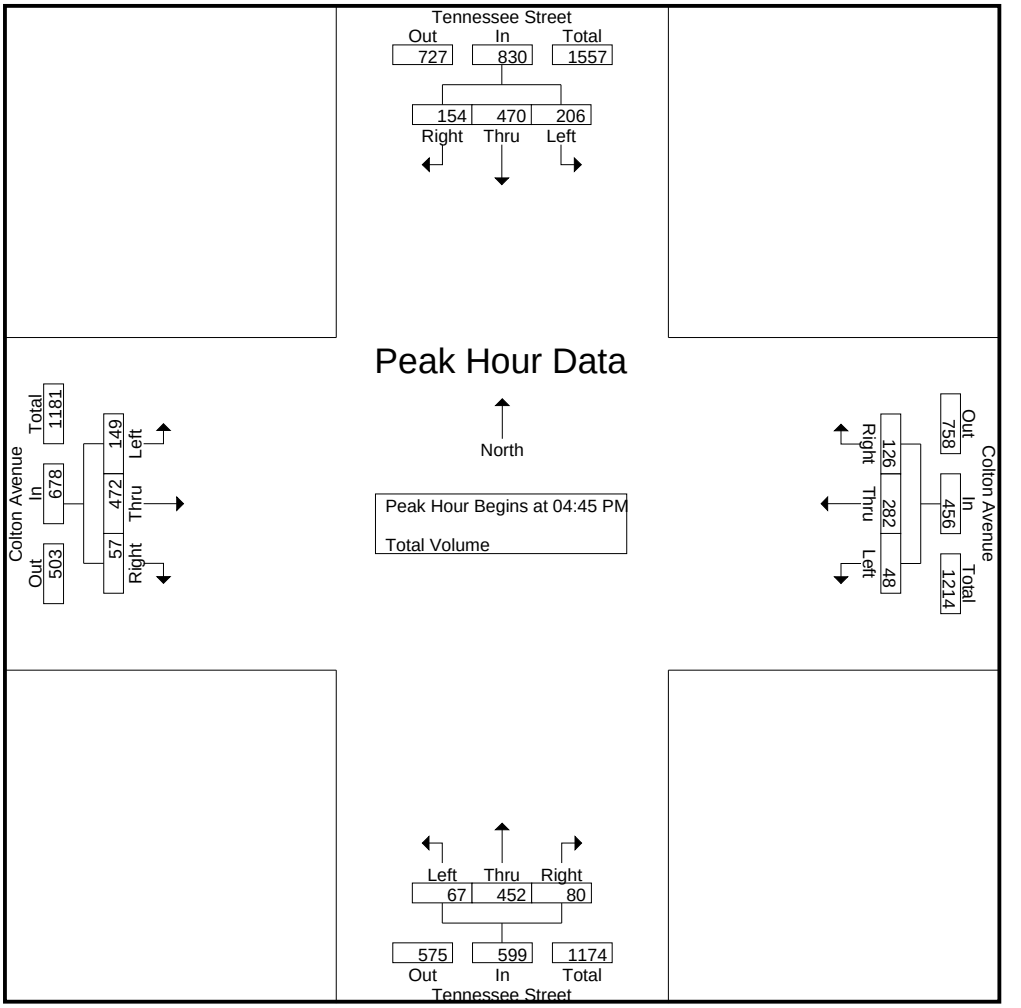
	Tennessee Street Southbound				Colton Avenue Westbound				Tennessee Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	39	93	34	166	19	81	30	130	14	131	16	161	40	132	17	189	646
04:15 PM	61	116	39	216	12	75	30	117	21	108	13	142	32	107	12	151	626
04:30 PM	58	108	30	196	11	68	27	106	11	115	18	144	44	82	21	147	593
04:45 PM	41	139	52	232	8	69	27	104	25	104	21	150	38	116	12	166	652
Total	199	456	155	810	50	293	114	457	71	458	68	597	154	437	62	653	2517
05:00 PM	48	112	36	196	15	66	35	116	17	128	18	163	37	119	15	171	646
05:15 PM	58	109	35	202	13	71	32	116	14	129	17	160	35	100	19	154	632
05:30 PM	59	110	31	200	12	76	32	120	11	91	24	126	39	137	11	187	633
05:45 PM	49	130	38	217	13	55	27	95	14	102	16	132	48	114	11	173	617
Total	214	461	140	815	53	268	126	447	56	450	75	581	159	470	56	685	2528
Grand Total	413	917	295	1625	103	561	240	904	127	908	143	1178	313	907	118	1338	5045
Apprch %	25.4	56.4	18.2		11.4	62.1	26.5		10.8	77.1	12.1		23.4	67.8	8.8		
Total %	8.2	18.2	5.8	32.2	2	11.1	4.8	17.9	2.5	18	2.8	23.3	6.2	18	2.3	26.5	

	Tennessee Street Southbound				Colton Avenue Westbound				Tennessee Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	41	**139**	**52**	**232**	8	69	27	104	**25**	104	21	150	38	116	12	166	**652**
05:00 PM	48	112	36	196	**15**	66	**35**	116	17	128	18	**163**	37	119	15	171	646
05:15 PM	58	109	35	202	13	71	32	116	14	**129**	17	160	35	100	**19**	154	632
05:30 PM	**59**	110	31	200	12	**76**	32	**120**	11	91	**24**	126	**39**	**137**	11	**187**	633
Total Volume	206	470	154	830	48	282	126	456	67	452	80	599	149	472	57	678	2563
% App. Total	24.8	56.6	18.6		10.5	61.8	27.6		11.2	75.5	13.4		22	69.6	8.4		
PHF	.873	.845	.740	.894	.800	.928	.900	.950	.670	.876	.833	.919	.955	.861	.750	.906	.983

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Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM				04:00 PM				04:30 PM				05:00 PM			
+0 mins.	**61**	116	39	216	**19**	**81**	**30**	**130**	11	115	18	144	37	119	15	171
+15 mins.	58	108	30	196	12	75	30	117	**25**	104	**21**	150	35	100	**19**	154
+30 mins.	41	**139**	**52**	**232**	11	68	27	106	17	128	18	**163**	39	**137**	11	**187**
+45 mins.	48	112	36	196	8	69	27	104	14	**129**	17	160	**48**	114	11	173
Total Volume	208	475	157	840	50	293	114	457	67	476	74	617	159	470	56	685
% App. Total	24.8	56.5	18.7		10.9	64.1	24.9		10.9	77.1	12		23.2	68.6	8.2	
PHF	.852	.854	.755	.905	.658	.904	.950	.879	.670	.922	.881	.946	.828	.858	.737	.916

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N/S: New York Street
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File Name : 06_RED_NY_Col AM
Site Code : 10823541
Start Date : 6/1/2023
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Groups Printed- Total Volume

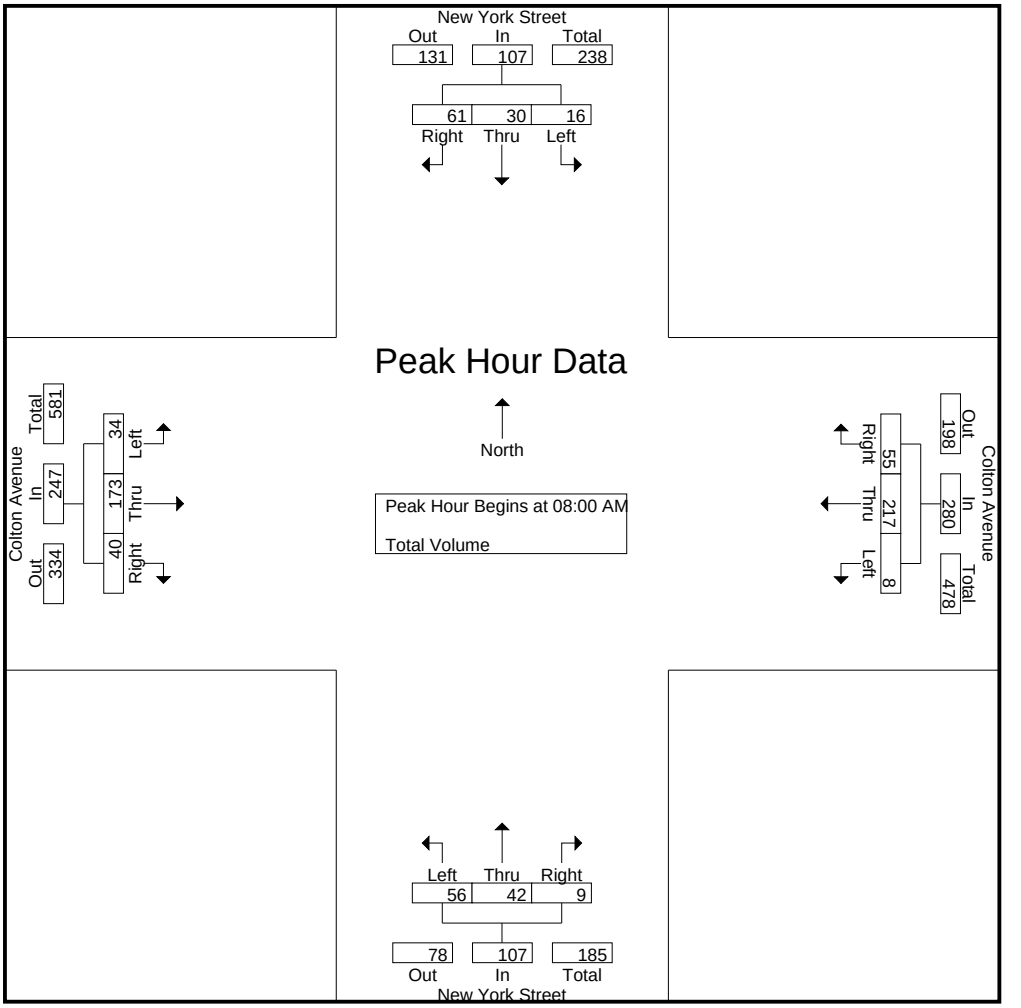
	New York Street Southbound				Colton Avenue Westbound				New York Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	1	3	4	8	1	21	10	32	5	3	0	8	7	15	2	24	72
07:15 AM	0	3	12	15	1	27	6	34	2	8	1	11	12	35	2	49	109
07:30 AM	1	6	15	22	0	40	7	47	2	3	1	6	10	32	6	48	123
07:45 AM	6	8	15	29	2	58	13	73	10	7	1	18	19	31	7	57	177
Total	8	20	46	74	4	146	36	186	19	21	3	43	48	113	17	178	481
08:00 AM	5	8	11	24	2	42	16	60	11	14	4	29	14	44	17	75	188
08:15 AM	4	6	17	27	4	57	6	67	22	10	1	33	2	45	11	58	185
08:30 AM	2	12	18	32	2	52	17	71	10	6	1	17	11	42	9	62	182
08:45 AM	5	4	15	24	0	66	16	82	13	12	3	28	7	42	3	52	186
Total	16	30	61	107	8	217	55	280	56	42	9	107	34	173	40	247	741
Grand Total	24	50	107	181	12	363	91	466	75	63	12	150	82	286	57	425	1222
Apprch %	13.3	27.6	59.1		2.6	77.9	19.5		50	42	8		19.3	67.3	13.4		
Total %	2	4.1	8.8	14.8	1	29.7	7.4	38.1	6.1	5.2	1	12.3	6.7	23.4	4.7	34.8	

	New York Street Southbound				Colton Avenue Westbound				New York Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 08:00 AM																	
08:00 AM	**5**	8	11	24	2	42	16	60	11	**14**	**4**	29	**14**	44	**17**	**75**	**188**
08:15 AM	4	6	17	27	**4**	57	6	67	**22**	10	1	**33**	2	**45**	11	58	185
08:30 AM	2	**12**	**18**	**32**	2	52	**17**	71	10	6	1	17	11	42	9	62	182
08:45 AM	5	4	15	24	0	**66**	16	**82**	13	12	3	28	7	42	3	52	186
Total Volume	16	30	61	107	8	217	55	280	56	42	9	107	34	173	40	247	741
% App. Total	15	28	57		2.9	77.5	19.6		52.3	39.3	8.4		13.8	70	16.2		
PHF	.800	.625	.847	.836	.500	.822	.809	.854	.636	.750	.563	.811	.607	.961	.588	.823	.985

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Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:45 AM				08:00 AM				08:00 AM				07:45 AM			
+0 mins.	**6**	8	15	29	2	42	16	60	11	**14**	**4**	29	**19**	31	7	57
+15 mins.	5	8	11	24	**4**	57	6	67	**22**	10	1	**33**	14	44	**17**	**75**
+30 mins.	4	6	17	27	2	52	**17**	71	10	6	1	17	2	**45**	11	58
+45 mins.	2	**12**	**18**	**32**	0	**66**	16	**82**	13	12	3	28	11	42	9	62
Total Volume	17	34	61	112	8	217	55	280	56	42	9	107	46	162	44	252
% App. Total	15.2	30.4	54.5		2.9	77.5	19.6		52.3	39.3	8.4		18.3	64.3	17.5	
PHF	.708	.708	.847	.875	.500	.822	.809	.854	.636	.750	.563	.811	.605	.900	.647	.840

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N/S: New York Street
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Weather: Clear

File Name : 06_RED_NY_Col PM
Site Code : 10823541
Start Date : 6/1/2023
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Groups Printed- Total Volume

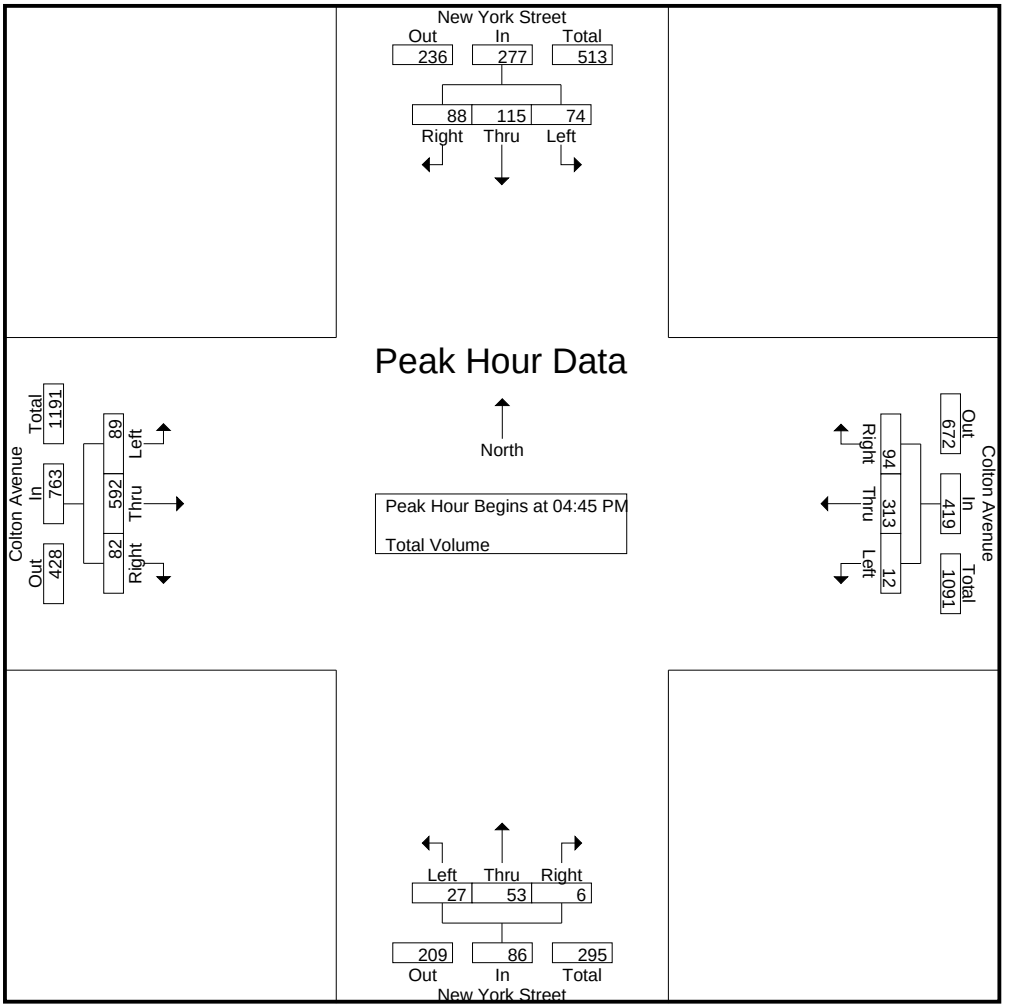
	New York Street Southbound				Colton Avenue Westbound				New York Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
04:00 PM	17	44	22	83	3	84	12	99	6	17	1	24	26	134	21	181	387
04:15 PM	28	27	25	80	2	80	18	100	12	17	1	30	23	140	18	181	391
04:30 PM	15	30	16	61	0	81	22	103	10	10	2	22	22	133	13	168	354
04:45 PM	21	27	21	69	1	79	23	103	7	9	2	18	16	138	11	165	355
Total	81	128	84	293	6	324	75	405	35	53	6	94	87	545	63	695	1487
05:00 PM	17	27	17	61	3	72	25	100	5	13	2	20	26	153	25	204	385
05:15 PM	20	30	26	76	6	82	24	112	9	20	1	30	29	134	18	181	399
05:30 PM	16	31	24	71	2	80	22	104	6	11	1	18	18	167	28	213	406
05:45 PM	19	18	30	67	1	64	21	86	6	10	0	16	21	133	15	169	338
Total	72	106	97	275	12	298	92	402	26	54	4	84	94	587	86	767	1528
Grand Total	153	234	181	568	18	622	167	807	61	107	10	178	181	1132	149	1462	3015
Apprch %	26.9	41.2	31.9		2.2	77.1	20.7		34.3	60.1	5.6		12.4	77.4	10.2		
Total %	5.1	7.8	6	18.8	0.6	20.6	5.5	26.8	2	3.5	0.3	5.9	6	37.5	4.9	48.5	

	New York Street Southbound				Colton Avenue Westbound				New York Street Northbound				Colton Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	**21**	27	21	69	1	79	23	103	7	9	**2**	18	16	138	11	165	355
05:00 PM	17	27	17	61	3	72	**25**	100	5	13	2	20	26	153	25	204	385
05:15 PM	20	30	**26**	**76**	**6**	**82**	24	**112**	**9**	**20**	1	**30**	**29**	134	18	181	399
05:30 PM	16	**31**	24	71	2	80	22	104	6	11	1	18	18	**167**	**28**	**213**	**406**
Total Volume	74	115	88	277	12	313	94	419	27	53	6	86	89	592	82	763	1545
% App. Total	26.7	41.5	31.8		2.9	74.7	22.4		31.4	61.6	7		11.7	77.6	10.7		
PHF	.881	.927	.846	.911	.500	.954	.940	.935	.750	.663	.750	.717	.767	.886	.732	.896	.951

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Site Code : 10823541
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Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:00 PM				04:45 PM				04:00 PM				05:00 PM			
+0 mins.	17	**44**	22	**83**	1	79	23	103	6	**17**	1	24	26	153	25	204
+15 mins.	**28**	27	**25**	80	3	72	**25**	100	**12**	17	1	**30**	**29**	134	18	181
+30 mins.	15	30	16	61	**6**	**82**	24	**112**	10	10	**2**	22	18	**167**	**28**	**213**
+45 mins.	21	27	21	69	2	80	22	104	7	9	2	18	21	133	15	169
Total Volume	81	128	84	293	12	313	94	419	35	53	6	94	94	587	86	767
% App. Total	27.6	43.7	28.7		2.9	74.7	22.4		37.2	56.4	6.4		12.3	76.5	11.2	
PHF	.723	.727	.840	.883	.500	.954	.940	.935	.729	.779	.750	.783	.810	.879	.768	.900

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File Name : 07_RED_NY_Broc AM
Site Code : 10823541
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Groups Printed- Total Volume

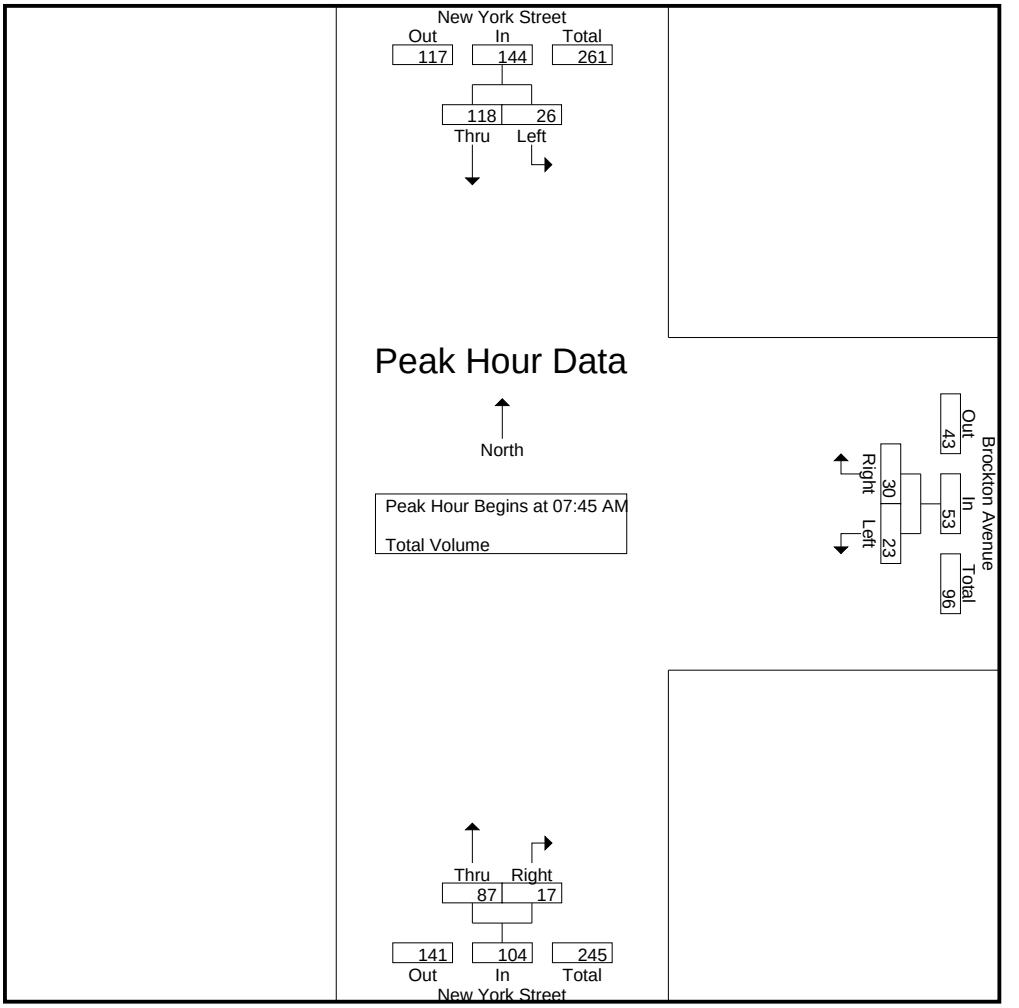
	New York Street Southbound			Brockton Avenue Westbound			New York Street Northbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
07:00 AM	4	8	12	4	5	9	9	2	11	32
07:15 AM	3	18	21	3	10	13	14	2	16	50
07:30 AM	1	22	23	5	8	13	11	7	18	54
07:45 AM	7	33	40	6	10	16	16	7	23	79
Total	15	81	96	18	33	51	50	18	68	215
08:00 AM	11	29	40	3	10	13	33	5	38	91
08:15 AM	4	27	31	5	6	11	16	2	18	60
08:30 AM	4	29	33	9	4	13	22	3	25	71
08:45 AM	7	24	31	6	6	12	25	3	28	71
Total	26	109	135	23	26	49	96	13	109	293
Grand Total	41	190	231	41	59	100	146	31	177	508
Apprch %	17.7	82.3		41	59		82.5	17.5		
Total %	8.1	37.4	45.5	8.1	11.6	19.7	28.7	6.1	34.8	

	New York Street Southbound			Brockton Avenue Westbound			New York Street Northbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:45 AM										
07:45 AM	7	**33**	**40**	6	**10**	**16**	16	**7**	23	79
08:00 AM	**11**	29	40	3	10	13	**33**	5	**38**	**91**
08:15 AM	4	27	31	5	6	11	16	2	18	60
08:30 AM	4	29	33	**9**	4	13	22	3	25	71
Total Volume	26	118	144	23	30	53	87	17	104	301
% App. Total	18.1	81.9		43.4	56.6		83.7	16.3		
PHF	.591	.894	.900	.639	.750	.828	.659	.607	.684	.827

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Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:45 AM			07:15 AM			08:00 AM		
+0 mins.	7	**33**	**40**	3	**10**	13	**33**	**5**	**38**
+15 mins.	**11**	29	40	5	8	13	16	2	18
+30 mins.	4	27	31	**6**	10	**16**	22	3	25
+45 mins.	4	29	33	3	10	13	25	3	28
Total Volume	26	118	144	17	38	55	96	13	109
% App. Total	18.1	81.9		30.9	69.1		88.1	11.9	
PHF	.591	.894	.900	.708	.950	.859	.727	.650	.717

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City of Redlands
N/S: New York Street
E/W: Brockton Avenue
Weather: Clear

File Name : 07_RED_NY_Broc PM
Site Code : 10823541
Start Date : 6/1/2023
Page No : 1

Groups Printed- Total Volume

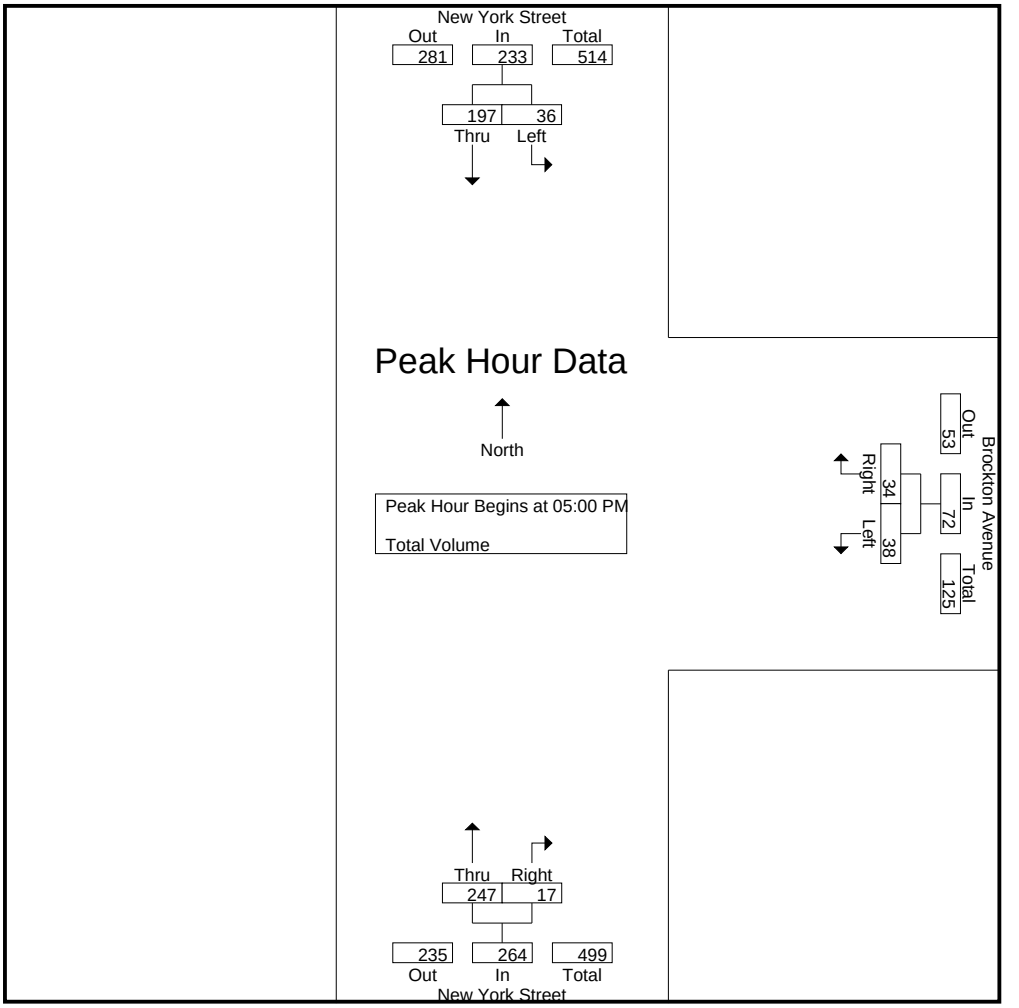
	New York Street Southbound			Brockton Avenue Westbound			New York Street Northbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
04:00 PM	5	56	61	9	12	21	49	8	57	139
04:15 PM	4	58	62	7	7	14	57	9	66	142
04:30 PM	7	51	58	5	4	9	54	3	57	124
04:45 PM	10	54	64	7	6	13	40	5	45	122
Total	26	219	245	28	29	57	200	25	225	527
05:00 PM	6	50	56	4	7	11	62	3	65	132
05:15 PM	13	51	64	7	9	16	81	4	85	165
05:30 PM	9	53	62	10	6	16	57	8	65	143
05:45 PM	8	43	51	17	12	29	47	2	49	129
Total	36	197	233	38	34	72	247	17	264	569
Grand Total	62	416	478	66	63	129	447	42	489	1096
Apprch %	13	87		51.2	48.8		91.4	8.6		
Total %	5.7	38	43.6	6	5.7	11.8	40.8	3.8	44.6	

	New York Street Southbound			Brockton Avenue Westbound			New York Street Northbound			
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 05:00 PM										
05:00 PM	6	50	56	4	7	11	62	3	65	132
05:15 PM	**13**	51	**64**	7	9	16	**81**	4	**85**	**165**
05:30 PM	9	**53**	62	10	6	16	57	**8**	65	143
05:45 PM	8	43	51	**17**	**12**	**29**	47	2	49	129
Total Volume	36	197	233	38	34	72	247	17	264	569
% App. Total	15.5	84.5		52.8	47.2		93.6	6.4		
PHF	.692	.929	.910	.559	.708	.621	.762	.531	.776	.862

Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

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Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:45 PM			05:00 PM			05:00 PM		
+0 mins.	10	**54**	**64**	4	7	11	62	3	65
+15 mins.	6	50	56	7	9	16	**81**	4	**85**
+30 mins.	**13**	51	64	10	6	16	57	**8**	65
+45 mins.	9	53	62	**17**	**12**	**29**	47	2	49
Total Volume	38	208	246	38	34	72	247	17	264
% App. Total	15.4	84.6		52.8	47.2		93.6	6.4	
PHF	.731	.963	.961	.559	.708	.621	.762	.531	.776

APPENDIX C

INTERSECTION ANALYSIS WORKSHEETS

APPENDIX C-1

INTERSECTION ANALYSIS WORKSHEETS – EXISTING CONDITIONS

Redlands CarMax Project

Vistro File: K:\...\CarMax Redlands AM.vistro
Report File: K:\...\1. EX AM.pdf

Scenario 1 EX AM
11/13/2023

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	Lugonia Ave at Tennessee St	Signalized	HCM 7th Edition	SB Left	0.374	33.1	C
2	Lugonia Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.361	11.0	B
3	I-10 WB Ramps at Tennessee St	Signalized	HCM 7th Edition	WB Left	0.368	20.9	C
4	I-10 EB Ramps at Tennessee St	Signalized	HCM 7th Edition	SB Left	0.521	23.1	C
5	Colton Ave at Tennessee St	Signalized	HCM 7th Edition	NB Left	0.363	34.1	C
6	Colton Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.202	20.7	C
7	New York St at Project Driveway/Brockton Ave	Two-way stop	HCM 7th Edition	WB Left	0.045	11.3	B

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: Lugonia Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	33.1
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.374

Intersection Setup

Name							Lugonia Ave					
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	1	0	0	1	0	1	1	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.21
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name							Lugonia Ave					
Base Volume Input [veh/h]	120	217	68	57	103	4	20	218	149	105	353	86
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	120	217	68	57	103	4	20	218	149	105	353	86
Peak Hour Factor	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	30	55	17	14	26	1	5	55	38	27	90	22
Total Analysis Volume [veh/h]	122	221	69	58	105	4	20	222	151	107	359	87
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	30	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	17	27	0	11	21	0	9	23	0	29	43	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	12	0	0	12	0	0	6	0	0	6	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	L	C	R	L	C	R
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	8	47	47	4	43	2	15	15	7	21	21
g / C, Green / Cycle	0.09	0.53	0.53	0.04	0.48	0.02	0.17	0.17	0.08	0.23	0.23
(v / s)_i Volume / Saturation Flow Rate	0.07	0.12	0.05	0.03	0.06	0.01	0.07	0.10	0.06	0.20	0.06
s, saturation flow rate [veh/h]	1687	1772	1506	1687	1760	1687	3373	1506	1687	1772	1506
c, Capacity [veh/h]	152	932	792	74	844	38	573	256	139	407	346
d1, Uniform Delay [s]	40.15	11.54	10.59	42.62	12.99	43.52	33.20	34.47	40.44	33.46	28.32
k, delay calibration	0.11	0.50	0.50	0.11	0.50	0.11	0.11	0.11	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	9.33	0.60	0.22	16.67	0.32	11.02	0.43	2.17	8.54	6.32	0.38
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.80	0.24	0.09	0.79	0.13	0.53	0.39	0.59	0.77	0.88	0.25
d, Delay for Lane Group [s/veh]	49.48	12.14	10.80	59.30	13.31	54.54	33.63	36.64	48.97	39.78	28.69
Lane Group LOS	D	B	B	E	B	D	C	D	D	D	C
Critical Lane Group	No	Yes	No	Yes	No	Yes	No	No	No	Yes	No
50th-Percentile Queue Length [veh/ln]	3.01	2.41	0.69	1.60	1.25	0.55	2.16	3.15	2.62	8.09	1.55
50th-Percentile Queue Length [ft/ln]	75.19	60.31	17.35	40.11	31.20	13.80	53.90	78.78	65.61	202.19	38.70
95th-Percentile Queue Length [veh/ln]	5.41	4.34	1.25	2.89	2.25	0.99	3.88	5.67	4.72	12.75	2.79
95th-Percentile Queue Length [ft/ln]	135.34	108.56	31.24	72.19	56.16	24.84	97.02	141.80	118.09	318.79	69.66

Movement, Approach, & Intersection Results

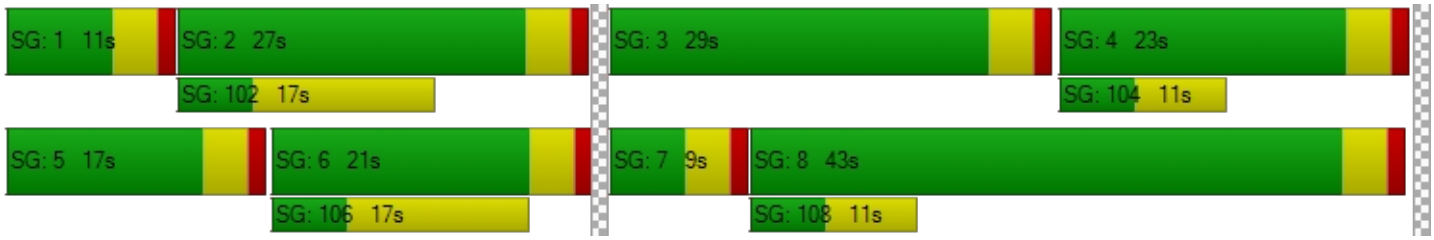
d_M, Delay for Movement [s/veh]	49.48	12.14	10.80	59.30	13.31	13.31	54.54	33.63	36.64	48.97	39.78	28.69
Movement LOS	D	B	B	E	B	B	D	C	D	D	D	C
d_A, Approach Delay [s/veh]	22.98			29.28			35.85			39.81		
Approach LOS	C			C			D			D		
d_I, Intersection Delay [s/veh]	33.09											
Intersection LOS	C											
Intersection V/C	0.374											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.321	2.253	2.597	2.601
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	511	378	422	867
d_b, Bicycle Delay [s]	24.94	29.61	28.01	14.45
l_b,int, Bicycle LOS Score for Intersection	2.239	1.835	1.884	2.472
Bicycle LOS	B	A	A	B

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 2: Lugonia Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	11.0
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.361

Intersection Setup

Name						
Approach	Northbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	1	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Curb Present	No		No		No	
Crosswalk	Yes		Yes		Yes	

Volumes

Name						
Base Volume Input [veh/h]	96	27	264	92	43	478
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00					
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	96	27	264	92	43	478
Peak Hour Factor	0.9540	0.9540	0.9540	0.9540	0.9540	0.9540
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	25	7	69	24	11	125
Total Analysis Volume [veh/h]	101	28	277	96	45	501
Presence of On-Street Parking	No	No	No	No	No	No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0		0		0	
v_di, Inbound Pedestrian Volume crossing m	0		0		0	
v_co, Outbound Pedestrian Volume crossing	0		0		0	
v_ci, Inbound Pedestrian Volume crossing mi	0		0		0	
v_ab, Corner Pedestrian Volume [ped/h]	0		0		0	
Bicycle Volume [bicycles/h]	0		0		0	

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permissive	Permissive	Permissive	Permissive	Protected	Permissive
Signal Group	3	0	2	0	1	6
Auxiliary Signal Groups						
Lead / Lag	Lead	-	-	-	Lead	-
Minimum Green [s]	5	0	5	0	5	5
Maximum Green [s]	30	0	30	0	30	30
Amber [s]	3.0	0.0	3.0	0.0	3.0	3.0
All red [s]	1.0	0.0	1.0	0.0	1.0	1.0
Split [s]	26	0	53	0	11	64
Vehicle Extension [s]	3.0	0.0	3.0	0.0	3.0	3.0
Walk [s]	5	0	5	0	0	5
Pedestrian Clearance [s]	14	0	7	0	0	10
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk	No		No			No
I1, Start-Up Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
I2, Clearance Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
Minimum Recall	No		No		No	No
Maximum Recall	No		No		No	No
Pedestrian Recall	No		No		No	No
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	R	L	C
C, Cycle Length [s]	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	9	66	66	3	73
g / C, Green / Cycle	0.10	0.73	0.73	0.04	0.81
(v / s)_i Volume / Saturation Flow Rate	0.08	0.08	0.06	0.03	0.28
s, saturation flow rate [veh/h]	1644	3373	1506	1687	1772
c, Capacity [veh/h]	162	2462	1099	64	1439
d1, Uniform Delay [s]	39.67	3.58	3.51	42.77	2.21
k, delay calibration	0.11	0.50	0.50	0.11	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	8.51	0.09	0.16	12.83	0.67
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.79	0.11	0.09	0.70	0.35
d, Delay for Lane Group [s/veh]	48.17	3.67	3.67	55.60	2.87
Lane Group LOS	D	A	A	E	A
Critical Lane Group	Yes	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	3.14	0.61	0.44	1.21	1.51
50th-Percentile Queue Length [ft/ln]	78.41	15.29	11.05	30.20	37.86
95th-Percentile Queue Length [veh/ln]	5.65	1.10	0.80	2.17	2.73
95th-Percentile Queue Length [ft/ln]	141.14	27.52	19.89	54.36	68.15

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	48.17	48.17	3.67	3.67	55.60	2.87
Movement LOS	D	D	A	A	E	A
d_A, Approach Delay [s/veh]	48.17		3.67		7.22	
Approach LOS	D		A		A	
d_I, Intersection Delay [s/veh]	11.00					
Intersection LOS	B					
Intersection V/C	0.361					

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	1.848	2.370	2.340
Crosswalk LOS	A	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	489	1089	1333
d_b, Bicycle Delay [s]	25.69	9.34	5.00
l_b,int, Bicycle LOS Score for Intersection	1.772	1.867	2.461
Bicycle LOS	A	A	B

Sequence

Ring 1	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 3: I-10 WB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	20.9
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.368

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	0	0	1	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	1	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	49.21	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No						No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	207	384	0	0	309	88	0	0	0	161	6	128
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	207	384	0	0	309	88	0	0	0	161	6	128
Peak Hour Factor	0.9220	0.9220	1.0000	1.0000	0.9220	0.9220	1.0000	1.0000	1.0000	0.9220	0.9220	0.9220
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	56	104	0	0	84	24	0	0	0	44	2	35
Total Analysis Volume [veh/h]	225	416	0	0	335	95	0	0	0	175	7	139
Presence of On-Street Parking	No		No	No		No				No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	5	2	0	0	6	0	0	0	0	0	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	5	5	0	0	5	0	0	0	0	0	5	0
Maximum Green [s]	30	30	0	0	30	0	0	0	0	0	30	0
Amber [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
All red [s]	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0
Split [s]	44	60	0	0	16	0	0	0	0	0	30	0
Vehicle Extension [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	0	0	0	5	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	0	0	0	21	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No						No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
Minimum Recall	No	No			No						No	
Maximum Recall	No	No			No						No	
Pedestrian Recall	No	No			No						No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	C		C	C
C, Cycle Length [s]	90	90	90	90		90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00		4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00		0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00		2.00	2.00
g_i, Effective Green Time [s]	14	70	52	52		12	12
g / C, Green / Cycle	0.16	0.78	0.58	0.58		0.13	0.13
(v / s)_i Volume / Saturation Flow Rate	0.13	0.12	0.12	0.13		0.10	0.10
s, saturation flow rate [veh/h]	1687	3373	1772	1643		1687	1517
c, Capacity [veh/h]	266	2631	1024	950		221	199
d1, Uniform Delay [s]	36.84	2.48	9.12	9.22		37.91	37.60
k, delay calibration	0.11	0.50	0.50	0.50		0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00		1.00	1.00
d2, Incremental Delay [s]	7.26	0.13	0.47	0.55		6.27	5.19
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00		0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00		1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00		1.00	1.00

Lane Group Results

X, volume / capacity	0.85	0.16	0.21	0.23		0.79	0.73
d, Delay for Lane Group [s/veh]	44.10	2.61	9.59	9.77		44.18	42.79
Lane Group LOS	D	A	A	A		D	D
Critical Lane Group	Yes	No	No	Yes		Yes	No
50th-Percentile Queue Length [veh/ln]	5.26	0.67	2.00	2.04		4.06	3.33
50th-Percentile Queue Length [ft/ln]	131.43	16.63	50.11	50.95		101.62	83.29
95th-Percentile Queue Length [veh/ln]	9.02	1.20	3.61	3.67		7.32	6.00
95th-Percentile Queue Length [ft/ln]	225.43	29.94	90.20	91.72		182.92	149.92

Movement, Approach, & Intersection Results

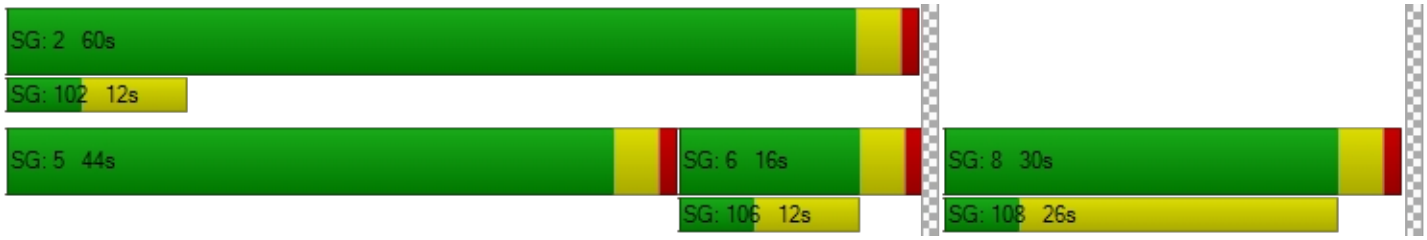
d_M, Delay for Movement [s/veh]	44.10	2.61	0.00	0.00	9.66	9.77	0.00	0.00	0.00	44.18	42.79	42.79
Movement LOS	D	A			A	A				D	D	D
d_A, Approach Delay [s/veh]	17.17			9.68			0.00			43.55		
Approach LOS	B			A			A			D		
d_I, Intersection Delay [s/veh]	20.94											
Intersection LOS	C											
Intersection V/C	0.368											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.641	2.373	1.876	1.873
Crosswalk LOS	B	B	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	1244	267	0	578
d_b, Bicycle Delay [s]	6.42	33.80	45.00	22.76
l_b,int, Bicycle LOS Score for Intersection	2.088	1.914	4.132	1.824
Bicycle LOS	B	A	D	A

Sequence

Ring 1	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 4: I-10 EB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	23.1
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.521

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No					
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	457	122	114	349	0	104	177	383	0	0	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	457	122	114	349	0	104	177	383	0	0	0
Peak Hour Factor	1.0000	0.9560	0.9560	0.9560	0.9560	1.0000	0.9560	0.9560	0.9560	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	120	32	30	91	0	27	46	100	0	0	0
Total Analysis Volume [veh/h]	0	478	128	119	365	0	109	185	401	0	0	0
Presence of On-Street Parking	No		No	No		No	No		No			
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	2	0	1	6	0	0	4	0	0	0	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	Lead	-	-	-	-	-	-	-	-
Minimum Green [s]	0	5	0	5	5	0	0	5	0	0	0	0
Maximum Green [s]	0	30	0	30	30	0	0	30	0	0	0	0
Amber [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
All red [s]	0.0	1.0	0.0	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0
Split [s]	0	16	0	15	31	0	0	59	0	0	0	0
Vehicle Extension [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	0	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	17	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No				
l1, Start-Up Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
l2, Clearance Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
Minimum Recall		No		No	No			No				
Maximum Recall		No		No	No			No				
Pedestrian Recall		No		No	No			No				
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	L	C	C	C	
C, Cycle Length [s]	90	90	90	90	90	90	
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	
g_i, Effective Green Time [s]	43	43	8	55	27	27	
g / C, Green / Cycle	0.48	0.48	0.09	0.61	0.30	0.30	
(v / s)_i Volume / Saturation Flow Rate	0.17	0.18	0.07	0.11	0.17	0.27	
s, saturation flow rate [veh/h]	1772	1649	1687	3373	1739	1506	
c, Capacity [veh/h]	849	790	149	2064	520	450	
d1, Uniform Delay [s]	14.71	14.94	40.26	7.60	26.60	30.12	
k, delay calibration	0.50	0.50	0.11	0.50	0.11	0.11	
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	
d2, Incremental Delay [s]	1.17	1.41	9.48	0.19	0.97	6.21	
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	

Lane Group Results

X, volume / capacity	0.36	0.38	0.80	0.18	0.57	0.89	
d, Delay for Lane Group [s/veh]	15.89	16.35	49.74	7.79	27.56	36.34	
Lane Group LOS	B	B	D	A	C	D	
Critical Lane Group	No	Yes	Yes	No	No	Yes	
50th-Percentile Queue Length [veh/ln]	3.97	4.06	2.94	1.45	5.32	8.79	
50th-Percentile Queue Length [ft/ln]	99.23	101.50	73.56	36.13	133.11	219.67	
95th-Percentile Queue Length [veh/ln]	7.14	7.31	5.30	2.60	9.11	13.65	
95th-Percentile Queue Length [ft/ln]	178.62	182.71	132.41	65.03	227.71	341.20	

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	0.00	16.06	16.35	49.74	7.79	0.00	27.56	27.56	36.34	0.00	0.00	0.00
Movement LOS		B	B	D	A		C	C	D			
d_A, Approach Delay [s/veh]	16.12			18.10			32.63			0.00		
Approach LOS	B			B			C			A		
d_I, Intersection Delay [s/veh]	23.08											
Intersection LOS	C											
Intersection V/C	0.521											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.569	2.510	2.055	1.927
Crosswalk LOS	B	B	B	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	267	600	1222	0
d_b, Bicycle Delay [s]	33.80	22.05	6.81	45.00
l_b,int, Bicycle LOS Score for Intersection	2.060	1.959	2.133	4.132
Bicycle LOS	B	A	B	D

Sequence

Ring 1	1	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 5: Colton Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	34.1
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.363

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	53	422	41	98	422	164	60	130	29	38	200	108
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	53	422	41	98	422	164	60	130	29	38	200	108
Peak Hour Factor	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	14	114	11	27	114	44	16	35	8	10	54	29
Total Analysis Volume [veh/h]	57	457	44	106	457	178	65	141	31	41	217	117
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	30	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	9	35	0	20	46	0	9	26	0	9	26	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	21	0	0	17	0	0	17	0	0	17	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	4	17	17	7	20	20	4	47	47	3	46	46
g / C, Green / Cycle	0.04	0.18	0.18	0.08	0.22	0.22	0.05	0.52	0.52	0.04	0.51	0.51
(v / s)_i Volume / Saturation Flow Rate	0.03	0.14	0.14	0.06	0.19	0.19	0.04	0.05	0.05	0.02	0.10	0.10
s, saturation flow rate [veh/h]	1687	1772	1718	1687	1772	1605	1687	1772	1664	1687	1772	1570
c, Capacity [veh/h]	72	325	315	135	392	355	83	925	869	61	902	799
d1, Uniform Delay [s]	42.70	35.00	35.03	40.62	33.58	33.62	42.29	10.80	10.82	42.87	12.03	12.09
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	17.66	4.06	4.29	9.45	5.12	5.79	14.41	0.20	0.22	12.35	0.47	0.57
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.80	0.78	0.78	0.78	0.85	0.85	0.78	0.09	0.10	0.68	0.19	0.20
d, Delay for Lane Group [s/veh]	60.36	39.06	39.32	50.07	38.69	39.41	56.70	11.00	11.04	55.22	12.51	12.66
Lane Group LOS	E	D	D	D	D	D	E	B	B	E	B	B
Critical Lane Group	Yes	No	No	No	No	Yes	Yes	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	1.59	5.56	5.44	2.63	7.34	6.76	1.75	0.88	0.86	1.10	1.92	1.80
50th-Percentile Queue Length [ft/ln]	39.85	138.90	135.98	65.79	183.62	169.03	43.63	22.01	21.55	27.49	48.04	45.07
95th-Percentile Queue Length [veh/ln]	2.87	9.42	9.26	4.74	11.79	11.03	3.14	1.58	1.55	1.98	3.46	3.25
95th-Percentile Queue Length [ft/ln]	71.73	235.54	231.60	118.42	294.74	275.64	78.54	39.62	38.78	49.49	86.47	81.13

Movement, Approach, & Intersection Results

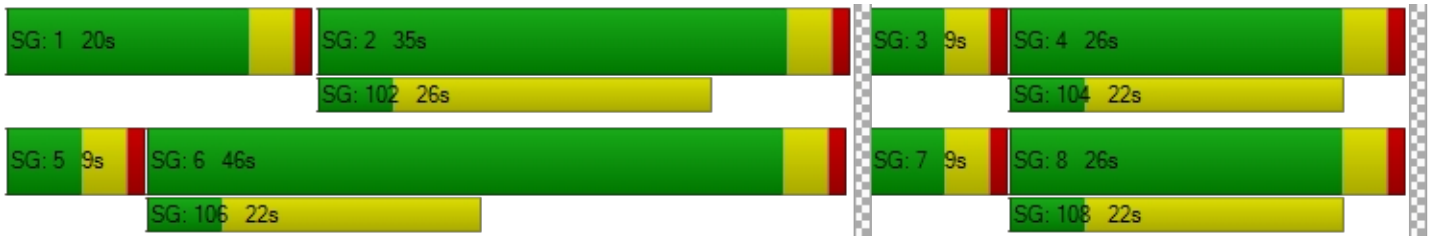
d_M, Delay for Movement [s/veh]	60.36	39.18	39.32	50.07	38.89	39.41	56.70	11.01	11.04	55.22	12.54	12.66
Movement LOS	E	D	D	D	D	D	E	B	B	E	B	B
d_A, Approach Delay [s/veh]	41.35			40.61			23.55			17.24		
Approach LOS	D			D			C			B		
d_I, Intersection Delay [s/veh]	34.13											
Intersection LOS	C											
Intersection V/C	0.363											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.513	2.570	2.436	2.563
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	689	933	489	489
d_b, Bicycle Delay [s]	19.34	12.80	25.69	25.69
l_b,int, Bicycle LOS Score for Intersection	2.020	2.171	1.755	1.869
Bicycle LOS	B	B	A	A

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 6: Colton Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	20.7
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.202

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	1	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	56	42	9	16	30	61	34	173	40	8	217	55
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	56	42	9	16	30	61	34	173	40	8	217	55
Peak Hour Factor	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	14	11	2	4	8	15	9	44	10	2	55	14
Total Analysis Volume [veh/h]	57	43	9	16	30	62	35	176	41	8	220	56
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Split	Split	Split	Split	Split	Split	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	0	2	0	0	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	-	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	0	5	0	0	5	0	5	5	0	5	5	0
Maximum Green [s]	0	30	0	0	30	0	30	30	0	30	30	0
Amber [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	0.0	1.0	0.0	0.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	0	32	0	0	26	0	9	23	0	9	23	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	17	0	0	17	0	0	14	0	0	14	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
l1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
l2, Clearance Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall		No			No		No	No		No	No	
Maximum Recall		No			No		No	No		No	No	
Pedestrian Recall		No			No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	R	C	R	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	7	7	6	6	3	61	61	1	59	59
g / C, Green / Cycle	0.08	0.08	0.06	0.06	0.03	0.67	0.67	0.01	0.65	0.65
(v / s)_i Volume / Saturation Flow Rate	0.06	0.01	0.03	0.04	0.02	0.06	0.06	0.00	0.08	0.08
s, saturation flow rate [veh/h]	1722	1506	1741	1506	1687	1772	1659	1687	1772	1651
c, Capacity [veh/h]	132	115	107	93	55	1194	1118	17	1155	1076
d1, Uniform Delay [s]	40.74	38.60	40.72	41.34	43.02	5.10	5.11	44.29	5.93	5.95
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	8.57	0.29	2.71	8.10	11.69	0.15	0.17	18.02	0.22	0.24
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.76	0.08	0.43	0.67	0.64	0.09	0.10	0.46	0.12	0.13
d, Delay for Lane Group [s/veh]	49.31	38.89	43.43	49.45	54.71	5.25	5.28	62.32	6.14	6.19
Lane Group LOS	D	D	D	D	D	A	A	E	A	A
Critical Lane Group	Yes	No	No	Yes	Yes	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	2.46	0.19	1.05	1.54	0.94	0.67	0.65	0.26	0.96	0.93
50th-Percentile Queue Length [ft/ln]	61.49	4.80	26.33	38.48	23.49	16.68	16.31	6.56	23.88	23.24
95th-Percentile Queue Length [veh/ln]	4.43	0.35	1.90	2.77	1.69	1.20	1.17	0.47	1.72	1.67
95th-Percentile Queue Length [ft/ln]	110.67	8.65	47.40	69.27	42.28	30.03	29.36	11.80	42.98	41.83

Movement, Approach, & Intersection Results

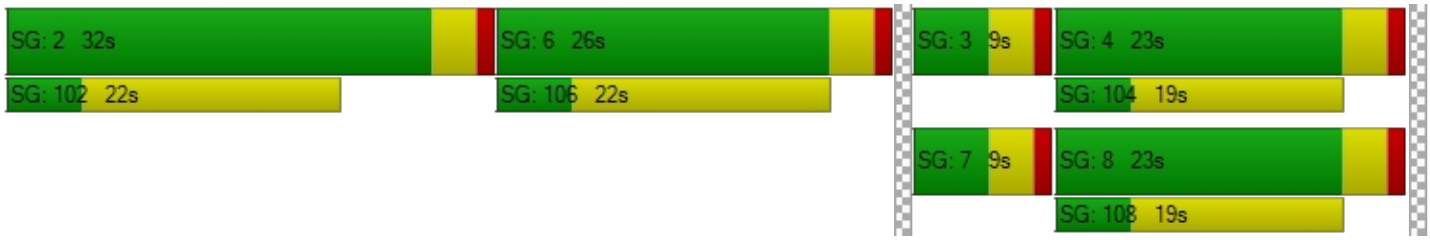
d_M, Delay for Movement [s/veh]	49.31	49.31	38.89	43.43	43.43	49.45	54.71	5.26	5.28	62.32	6.16	6.19
Movement LOS	D	D	D	D	D	D	D	A	A	E	A	A
d_A, Approach Delay [s/veh]	48.45			46.88			12.13			7.75		
Approach LOS	D			D			B			A		
d_I, Intersection Delay [s/veh]	20.72											
Intersection LOS	C											
Intersection V/C	0.202											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.178	2.192	2.417	2.396
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	622	489	422	422
d_b, Bicycle Delay [s]	21.36	25.69	28.01	28.01
l_b,int, Bicycle LOS Score for Intersection	1.739	1.738	1.768	1.794
Bicycle LOS	A	A	A	A

Sequence

Ring 1	2	6	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	-	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 7: New York St at Project Driveway/Brockton Ave

Control Type:	Two-way stop	Delay (sec / veh):	11.3
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.045

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	87	17	26	118	0	0	0	0	23	0	30
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	87	17	26	118	0	0	0	0	23	0	30
Peak Hour Factor	1.0000	0.8270	0.8270	0.8270	0.8270	1.0000	0.8270	0.8270	0.8270	0.8270	1.0000	0.8270
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	26	5	8	36	0	0	0	0	7	0	9
Total Analysis Volume [veh/h]	0	105	21	31	143	0	0	0	0	28	0	36
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				No
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance				No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.04
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	7.50	0.00	0.00	0.00	0.00	0.00	11.26	11.61	9.27
Movement LOS		A	A	A	A					B	B	A
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.05	0.05	0.00	0.00	0.00	0.00	0.27	0.27	0.27
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	1.31	1.31	0.00	0.00	0.00	0.00	6.83	6.83	6.83
d_A, Approach Delay [s/veh]	0.00			1.34			0.00			10.14		
Approach LOS	A			A			A			B		
d_I, Intersection Delay [s/veh]	2.42											
Intersection LOS	B											

Redlands CarMax Project

Vistro File: K:\...\CarMax Redlands PM.vistro
Report File: K:\...\1. EX PM.pdf

Scenario 1 EX PM
11/13/2023

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	Lugonia Ave at Tennessee St	Signalized	HCM 7th Edition	EB Left	0.661	34.9	C
2	Lugonia Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.499	13.4	B
3	I-10 WB Ramps at Tennessee St	Signalized	HCM 7th Edition	NB Left	0.534	19.7	B
4	I-10 EB Ramps at Tennessee St	Signalized	HCM 7th Edition	SB Left	0.725	30.9	C
5	Colton Ave at Tennessee St	Signalized	HCM 7th Edition	WB Left	0.497	31.8	C
6	Colton Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.375	20.9	C
7	New York St at Project Driveway/Brockton Ave	Two-way stop	HCM 7th Edition	WB Left	0.113	15.6	C

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: Lugonia Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	34.9
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.661

Intersection Setup

Name							Lugonia Ave					
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	1	0	0	1	0	1	1	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.21
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name							Lugonia Ave					
Base Volume Input [veh/h]	305	338	242	106	147	15	55	781	464	90	431	107
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	305	338	242	106	147	15	55	781	464	90	431	107
Peak Hour Factor	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	79	88	63	28	38	4	14	203	121	23	112	28
Total Analysis Volume [veh/h]	317	351	252	110	153	16	57	812	482	94	448	111
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	30	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	23	32	0	12	21	0	9	36	0	10	37	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	12	0	0	12	0	0	6	0	0	6	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	L	C	R	L	C	R
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	19	30	30	7	19	4	31	31	6	33	33
g / C, Green / Cycle	0.21	0.33	0.33	0.08	0.21	0.04	0.34	0.34	0.07	0.37	0.37
(v / s)_i Volume / Saturation Flow Rate	0.19	0.20	0.17	0.07	0.10	0.03	0.24	0.32	0.06	0.25	0.07
s, saturation flow rate [veh/h]	1687	1772	1506	1687	1742	1687	3373	1506	1687	1772	1506
c, Capacity [veh/h]	349	585	497	138	358	74	1159	518	112	649	552
d1, Uniform Delay [s]	34.88	25.18	24.25	40.60	31.47	42.58	25.53	28.51	41.51	24.17	19.50
k, delay calibration	0.13	0.50	0.50	0.11	0.50	0.11	0.11	0.38	0.11	0.21	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	10.71	4.50	3.66	10.05	4.42	15.31	0.78	21.26	14.67	2.58	0.18
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.91	0.60	0.51	0.80	0.47	0.77	0.70	0.93	0.84	0.69	0.20
d, Delay for Lane Group [s/veh]	45.59	29.68	27.91	50.65	35.90	57.89	26.31	49.77	56.19	26.76	19.68
Lane Group LOS	D	C	C	D	D	E	C	D	E	C	B
Critical Lane Group	Yes	No	No	No	Yes	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	7.66	6.79	4.69	2.75	3.62	1.56	7.36	12.65	2.49	8.23	1.58
50th-Percentile Queue Length [ft/ln]	191.38	169.76	117.36	68.70	90.39	38.90	184.05	316.25	62.35	205.67	39.46
95th-Percentile Queue Length [veh/ln]	12.19	11.06	8.25	4.95	6.51	2.80	11.81	18.48	4.49	12.93	2.84
95th-Percentile Queue Length [ft/ln]	304.82	276.59	206.19	123.67	162.70	70.02	295.30	462.08	112.24	323.27	71.02

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	45.59	29.68	27.91	50.65	35.90	35.90	57.89	26.31	49.77	56.19	26.76	19.68
Movement LOS	D	C	C	D	D	D	E	C	D	E	C	B
d_A, Approach Delay [s/veh]	34.68			41.71			36.01			29.79		
Approach LOS	C			D			D			C		
d_I, Intersection Delay [s/veh]	34.86											
Intersection LOS	C											
Intersection V/C	0.661											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.535	2.327	2.801	2.751
Crosswalk LOS	B	B	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	622	378	711	733
d_b, Bicycle Delay [s]	21.36	29.61	18.69	18.05
l_b,int, Bicycle LOS Score for Intersection	3.078	2.020	2.674	2.637
Bicycle LOS	C	B	B	B

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 2: Lugonia Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	13.4
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.499

Intersection Setup

Name						
Approach	Northbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	1	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Curb Present	No		No		No	
Crosswalk	Yes		Yes		Yes	

Volumes

Name						
Base Volume Input [veh/h]	187	76	980	219	28	469
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00					
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	187	76	980	219	28	469
Peak Hour Factor	0.9380	0.9380	0.9380	0.9380	0.9380	0.9380
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	50	20	261	58	7	125
Total Analysis Volume [veh/h]	199	81	1045	233	30	500
Presence of On-Street Parking	No	No	No	No	No	No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0		0		0	
v_di, Inbound Pedestrian Volume crossing m	0		0		0	
v_co, Outbound Pedestrian Volume crossing	0		0		0	
v_ci, Inbound Pedestrian Volume crossing mi	0		0		0	
v_ab, Corner Pedestrian Volume [ped/h]	0		0		0	
Bicycle Volume [bicycles/h]	0		0		0	

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permissive	Permissive	Permissive	Permissive	Protected	Permissive
Signal Group	3	0	2	0	1	6
Auxiliary Signal Groups						
Lead / Lag	Lead	-	-	-	Lead	-
Minimum Green [s]	5	0	5	0	5	5
Maximum Green [s]	30	0	30	0	30	30
Amber [s]	3.0	0.0	3.0	0.0	3.0	3.0
All red [s]	1.0	0.0	1.0	0.0	1.0	1.0
Split [s]	31	0	50	0	9	59
Vehicle Extension [s]	3.0	0.0	3.0	0.0	3.0	3.0
Walk [s]	5	0	5	0	0	5
Pedestrian Clearance [s]	14	0	7	0	0	10
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk	No		No			No
I1, Start-Up Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
I2, Clearance Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
Minimum Recall	No		No		No	No
Maximum Recall	No		No		No	No
Pedestrian Recall	No		No		No	No
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	R	L	C
C, Cycle Length [s]	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	18	58	58	3	64
g / C, Green / Cycle	0.20	0.64	0.64	0.03	0.72
(v / s)_i Volume / Saturation Flow Rate	0.17	0.31	0.15	0.02	0.28
s, saturation flow rate [veh/h]	1630	3373	1506	1687	1772
c, Capacity [veh/h]	319	2162	965	51	1267
d1, Uniform Delay [s]	35.15	8.41	6.87	43.10	5.08
k, delay calibration	0.11	0.50	0.50	0.11	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	7.68	0.78	0.59	10.42	0.92
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.88	0.48	0.24	0.59	0.39
d, Delay for Lane Group [s/veh]	42.83	9.19	7.46	53.52	6.00
Lane Group LOS	D	A	A	D	A
Critical Lane Group	Yes	Yes	No	Yes	No
50th-Percentile Queue Length [veh/ln]	6.51	4.83	1.83	0.80	3.26
50th-Percentile Queue Length [ft/ln]	162.72	120.67	45.79	20.00	81.50
95th-Percentile Queue Length [veh/ln]	10.69	8.43	3.30	1.44	5.87
95th-Percentile Queue Length [ft/ln]	267.31	210.74	82.42	36.00	146.70

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	42.83	42.83	9.19	7.46	53.52	6.00
Movement LOS	D	D	A	A	D	A
d_A, Approach Delay [s/veh]	42.83		8.87		8.69	
Approach LOS	D		A		A	
d_I, Intersection Delay [s/veh]	13.38					
Intersection LOS	B					
Intersection V/C	0.499					

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	1.981	2.614	2.536
Crosswalk LOS	A	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	600	1022	1222
d_b, Bicycle Delay [s]	22.05	10.76	6.81
l_b,int, Bicycle LOS Score for Intersection	2.022	2.614	2.434
Bicycle LOS	B	B	B

Sequence

Ring 1	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 3: I-10 WB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	19.7
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.534

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	0	0	1	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	1	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	49.21	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No						No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	216	701	0	0	631	83	0	0	0	132	8	259
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	216	701	0	0	631	83	0	0	0	132	8	259
Peak Hour Factor	0.9540	0.9540	1.0000	1.0000	0.9540	0.9540	1.0000	1.0000	1.0000	0.9540	0.9540	0.9540
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	57	184	0	0	165	22	0	0	0	35	2	68
Total Analysis Volume [veh/h]	226	735	0	0	661	87	0	0	0	138	8	271
Presence of On-Street Parking	No		No	No		No				No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	5	2	0	0	6	0	0	0	0	0	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	5	5	0	0	5	0	0	0	0	0	5	0
Maximum Green [s]	30	30	0	0	30	0	0	0	0	0	30	0
Amber [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
All red [s]	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0
Split [s]	23	58	0	0	35	0	0	0	0	0	32	0
Vehicle Extension [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	0	0	0	5	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	0	0	0	21	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No						No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
Minimum Recall	No	No			No						No	
Maximum Recall	No	No			No						No	
Pedestrian Recall	No	No			No						No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	C		C	C
C, Cycle Length [s]	90	90	90	90		90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00		4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00		0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00		2.00	2.00
g_i, Effective Green Time [s]	14	63	45	45		19	19
g / C, Green / Cycle	0.16	0.70	0.50	0.50		0.21	0.21
(v / s)_i Volume / Saturation Flow Rate	0.13	0.22	0.21	0.22		0.09	0.18
s, saturation flow rate [veh/h]	1687	3373	1772	1702		1692	1506
c, Capacity [veh/h]	263	2375	893	858		350	312
d1, Uniform Delay [s]	37.03	5.04	14.04	14.19		30.97	34.51
k, delay calibration	0.11	0.50	0.50	0.50		0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00		1.00	1.00
d2, Incremental Delay [s]	8.05	0.34	1.45	1.61		0.79	7.69
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00		0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00		1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00		1.00	1.00

Lane Group Results

X, volume / capacity	0.86	0.31	0.42	0.44		0.42	0.87
d, Delay for Lane Group [s/veh]	45.08	5.38	15.48	15.81		31.77	42.20
Lane Group LOS	D	A	B	B		C	D
Critical Lane Group	Yes	No	No	Yes		No	Yes
50th-Percentile Queue Length [veh/ln]	5.35	2.22	4.86	4.93		2.79	6.27
50th-Percentile Queue Length [ft/ln]	133.63	55.62	121.46	123.35		69.67	156.73
95th-Percentile Queue Length [veh/ln]	9.14	4.00	8.47	8.58		5.02	10.38
95th-Percentile Queue Length [ft/ln]	228.43	100.12	211.83	214.42		125.40	259.39

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	45.08	5.38	0.00	0.00	15.62	15.81	0.00	0.00	0.00	31.77	31.77	42.20
Movement LOS	D	A			B	B				C	C	D
d_A, Approach Delay [s/veh]	14.71			15.65			0.00			38.55		
Approach LOS	B			B			A			D		
d_I, Intersection Delay [s/veh]	19.72											
Intersection LOS	B											
Intersection V/C	0.534											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.740	2.560	1.873	1.920
Crosswalk LOS	B	B	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	1200	689	0	622
d_b, Bicycle Delay [s]	7.20	19.34	45.00	21.36
l_b,int, Bicycle LOS Score for Intersection	2.352	2.177	4.132	1.904
Bicycle LOS	B	B	D	A

Sequence

Ring 1	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 4: I-10 EB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	30.9
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.725

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No					
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	617	149	263	503	0	297	402	329	0	0	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	617	149	263	503	0	297	402	329	0	0	0
Peak Hour Factor	1.0000	0.9620	0.9620	0.9620	0.9620	1.0000	0.9620	0.9620	0.9620	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	160	39	68	131	0	77	104	85	0	0	0
Total Analysis Volume [veh/h]	0	641	155	273	523	0	309	418	342	0	0	0
Presence of On-Street Parking	No		No	No		No	No		No			
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	2	0	1	6	0	0	4	0	0	0	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	Lead	-	-	-	-	-	-	-	-
Minimum Green [s]	0	5	0	5	5	0	0	5	0	0	0	0
Maximum Green [s]	0	30	0	30	30	0	0	30	0	0	0	0
Amber [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
All red [s]	0.0	1.0	0.0	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0
Split [s]	0	16	0	21	37	0	0	53	0	0	0	0
Vehicle Extension [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	0	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	17	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No				
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
I2, Clearance Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
Minimum Recall		No		No	No			No				
Maximum Recall		No		No	No			No				
Pedestrian Recall		No		No	No			No				
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	L	C	C	C	
C, Cycle Length [s]	90	90	90	90	90	90	
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	
g_i, Effective Green Time [s]	29	29	16	50	32	32	
g / C, Green / Cycle	0.33	0.33	0.18	0.55	0.36	0.36	
(v / s)_i Volume / Saturation Flow Rate	0.22	0.24	0.16	0.16	0.32	0.32	
s, saturation flow rate [veh/h]	1772	1658	1687	3373	1724	1585	
c, Capacity [veh/h]	575	538	305	1854	623	573	
d1, Uniform Delay [s]	26.50	27.04	36.01	10.79	27.11	27.12	
k, delay calibration	0.50	0.50	0.11	0.50	0.16	0.16	
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	
d2, Incremental Delay [s]	6.74	8.87	9.01	0.38	6.93	7.52	
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	

Lane Group Results

X, volume / capacity	0.69	0.74	0.89	0.28	0.89	0.89	
d, Delay for Lane Group [s/veh]	33.23	35.91	45.02	11.18	34.04	34.64	
Lane Group LOS	C	D	D	B	C	C	
Critical Lane Group	No	Yes	Yes	No	No	Yes	
50th-Percentile Queue Length [veh/ln]	8.26	8.65	6.49	2.68	11.97	11.11	
50th-Percentile Queue Length [ft/ln]	206.38	216.28	162.37	67.09	299.27	277.78	
95th-Percentile Queue Length [veh/ln]	12.97	13.48	10.67	4.83	17.64	16.58	
95th-Percentile Queue Length [ft/ln]	324.19	336.88	266.85	120.76	441.12	414.45	

Movement, Approach, & Intersection Results

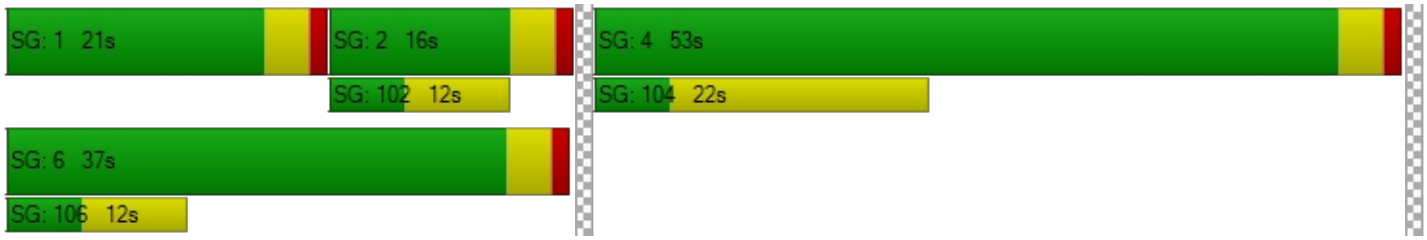
d_M, Delay for Movement [s/veh]	0.00	34.25	35.91	45.02	11.18	0.00	34.04	34.28	34.64	0.00	0.00	0.00
Movement LOS		C	D	D	B		C	C	C			
d_A, Approach Delay [s/veh]	34.57			22.78			34.33			0.00		
Approach LOS	C			C			C			A		
d_I, Intersection Delay [s/veh]	30.95											
Intersection LOS	C											
Intersection V/C	0.725											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.625	2.642	2.238	2.129
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	267	733	1089	0
d_b, Bicycle Delay [s]	33.80	18.05	9.34	45.00
l_b,int, Bicycle LOS Score for Intersection	2.216	2.216	2.442	4.132
Bicycle LOS	B	B	B	D

Sequence

Ring 1	1	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 5: Colton Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	31.8
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.497

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	67	452	80	206	470	154	149	472	57	48	282	126
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	67	452	80	206	470	154	149	472	57	48	282	126
Peak Hour Factor	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	17	115	20	52	120	39	38	120	14	12	72	32
Total Analysis Volume [veh/h]	68	460	81	210	478	157	152	480	58	49	287	128
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	30	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	29	30	0	25	26	0	9	26	0	9	26	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	21	0	0	17	0	0	17	0	0	17	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	5	17	17	13	25	25	10	40	40	4	34	34
g / C, Green / Cycle	0.05	0.19	0.19	0.15	0.28	0.28	0.11	0.45	0.45	0.04	0.38	0.38
(v / s)_i Volume / Saturation Flow Rate	0.04	0.16	0.16	0.12	0.19	0.19	0.09	0.15	0.15	0.03	0.12	0.13
s, saturation flow rate [veh/h]	1687	1772	1681	1687	1772	1624	1687	1772	1706	1687	1772	1591
c, Capacity [veh/h]	88	332	315	247	498	456	185	796	767	66	672	604
d1, Uniform Delay [s]	42.11	35.22	35.27	37.47	28.60	28.61	39.22	16.13	16.14	42.77	19.74	19.82
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	13.12	5.48	5.98	8.07	1.53	1.68	8.82	1.18	1.23	14.75	1.26	1.46
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.77	0.83	0.84	0.85	0.66	0.67	0.82	0.34	0.34	0.74	0.32	0.33
d, Delay for Lane Group [s/veh]	55.24	40.70	41.25	45.54	30.13	30.29	48.04	17.31	17.37	57.53	21.00	21.28
Lane Group LOS	E	D	D	D	C	C	D	B	B	E	C	C
Critical Lane Group	No	No	Yes	Yes	No	No	Yes	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	1.80	6.22	5.99	4.98	6.35	5.85	3.69	3.78	3.66	1.34	3.34	3.13
50th-Percentile Queue Length [ft/ln]	44.92	155.51	149.80	124.54	158.84	146.28	92.19	94.53	91.60	33.46	83.52	78.15
95th-Percentile Queue Length [veh/ln]	3.23	10.31	10.01	8.64	10.49	9.82	6.64	6.81	6.60	2.41	6.01	5.63
95th-Percentile Queue Length [ft/ln]	80.85	257.77	250.16	216.05	262.18	245.45	165.93	170.16	164.88	60.22	150.34	140.67

Movement, Approach, & Intersection Results

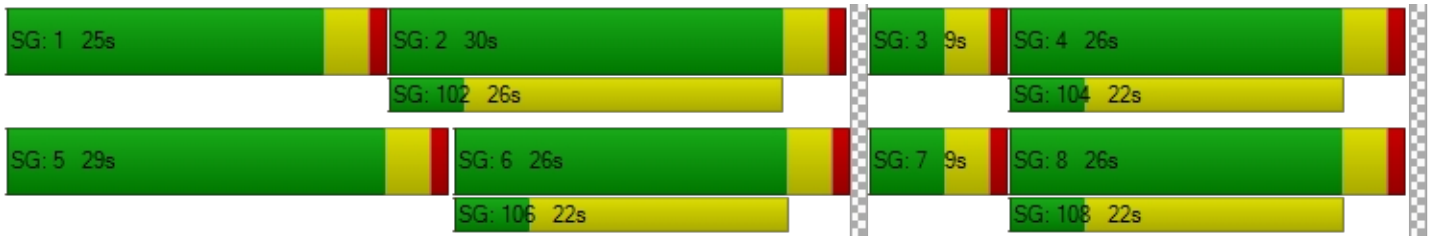
d_M, Delay for Movement [s/veh]	55.24	40.92	41.25	45.54	30.18	30.29	48.04	17.34	17.37	57.53	21.07	21.28
Movement LOS	E	D	D	D	C	C	D	B	B	E	C	C
d_A, Approach Delay [s/veh]	42.56			34.02			24.10			24.98		
Approach LOS	D			C			C			C		
d_I, Intersection Delay [s/veh]	31.78											
Intersection LOS	C											
Intersection V/C	0.497											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.534	2.610	2.536	2.655
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	578	489	489	489
d_b, Bicycle Delay [s]	22.76	25.69	25.69	25.69
l_b,int, Bicycle LOS Score for Intersection	2.062	2.257	2.129	1.942
Bicycle LOS	B	B	B	A

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 6: Colton Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	20.9
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.375

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	1	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	27	53	6	74	115	88	89	592	82	12	313	94
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	27	53	6	74	115	88	89	592	82	12	313	94
Peak Hour Factor	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	7	14	2	19	30	23	23	156	22	3	82	25
Total Analysis Volume [veh/h]	28	56	6	78	121	93	94	623	86	13	329	99
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Split	Split	Split	Split	Split	Split	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	0	2	0	0	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	-	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	0	5	0	0	5	0	5	5	0	5	5	0
Maximum Green [s]	0	30	0	0	30	0	30	30	0	30	30	0
Amber [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	0.0	1.0	0.0	0.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	0	26	0	0	32	0	9	23	0	9	23	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	17	0	0	17	0	0	14	0	0	14	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
l1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
l2, Clearance Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall		No			No		No	No		No	No	
Maximum Recall		No			No		No	No		No	No	
Pedestrian Recall		No			No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	R	C	R	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	6	6	13	13	6	54	54	1	49	49
g / C, Green / Cycle	0.06	0.06	0.14	0.14	0.07	0.60	0.60	0.02	0.55	0.55
(v / s)_i Volume / Saturation Flow Rate	0.05	0.00	0.11	0.06	0.06	0.20	0.20	0.01	0.12	0.13
s, saturation flow rate [veh/h]	1743	1506	1738	1506	1687	1772	1697	1687	1772	1634
c, Capacity [veh/h]	113	97	246	213	121	1064	1019	27	965	890
d1, Uniform Delay [s]	41.37	39.53	37.47	35.36	41.07	9.03	9.03	43.93	10.66	10.70
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	9.38	0.26	6.29	1.41	10.19	0.87	0.91	13.30	0.55	0.62
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.75	0.06	0.81	0.44	0.78	0.34	0.34	0.49	0.23	0.23
d, Delay for Lane Group [s/veh]	50.74	39.79	43.75	36.77	51.26	9.90	9.94	57.24	11.21	11.31
Lane Group LOS	D	D	D	D	D	A	A	E	B	B
Critical Lane Group	Yes	No	Yes	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	2.10	0.13	4.61	1.93	2.37	3.48	3.35	0.38	2.28	2.17
50th-Percentile Queue Length [ft/ln]	52.59	3.27	115.16	48.14	59.14	86.91	83.67	9.57	57.00	54.31
95th-Percentile Queue Length [veh/ln]	3.79	0.24	8.13	3.47	4.26	6.26	6.02	0.69	4.10	3.91
95th-Percentile Queue Length [ft/ln]	94.67	5.88	203.16	86.66	106.45	156.43	150.61	17.22	102.59	97.76

Movement, Approach, & Intersection Results

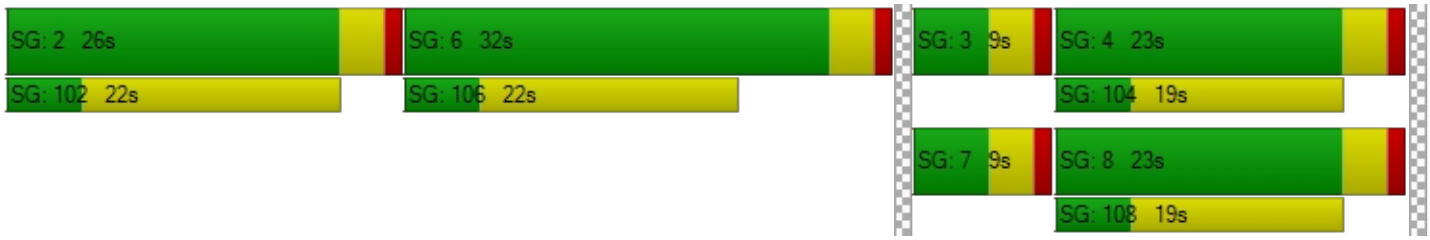
d_M, Delay for Movement [s/veh]	50.74	50.74	39.79	43.75	43.75	36.77	51.26	9.91	9.94	57.24	11.24	11.31
Movement LOS	D	D	D	D	D	D	D	A	A	E	B	B
d_A, Approach Delay [s/veh]	50.01			41.53			14.76			12.61		
Approach LOS	D			D			B			B		
d_I, Intersection Delay [s/veh]	20.93											
Intersection LOS	C											
Intersection V/C	0.375											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.208	2.264	2.546	2.525
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	489	622	422	422
d_b, Bicycle Delay [s]	25.69	21.36	28.01	28.01
l_b,int, Bicycle LOS Score for Intersection	1.708	2.041	2.222	1.923
Bicycle LOS	A	B	B	A

Sequence

Ring 1	2	6	3	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	-	7	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 7: New York St at Project Driveway/Brockton Ave

Control Type:	Two-way stop	Delay (sec / veh):	15.6
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.113

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	247	17	36	197	0	0	0	0	38	0	34
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	247	17	36	197	0	0	0	0	38	0	34
Peak Hour Factor	1.0000	0.8620	0.8620	0.8620	0.8620	1.0000	0.8620	0.8620	0.8620	0.8620	1.0000	0.8620
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	72	5	10	57	0	0	0	0	11	0	10
Total Analysis Volume [veh/h]	0	287	20	42	229	0	0	0	0	44	0	39
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane				No
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance				No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.03	0.00	0.00	0.00	0.00	0.00	0.11	0.00	0.05
d_M, Delay for Movement [s/veh]	0.00	0.00	0.00	7.92	0.00	0.00	0.00	0.00	0.00	15.62	15.56	11.26
Movement LOS		A	A	A	A					C	C	B
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.07	0.07	0.00	0.00	0.00	0.00	0.59	0.59	0.59
95th-Percentile Queue Length [ft/ln]	0.00	0.00	0.00	1.79	1.79	0.00	0.00	0.00	0.00	14.67	14.67	14.67
d_A, Approach Delay [s/veh]	0.00			1.23			0.00			13.57		
Approach LOS	A			A			A			B		
d_I, Intersection Delay [s/veh]	2.21											
Intersection LOS	C											

APPENDIX C-2

INTERSECTION ANALYSIS WORKSHEETS – EXISTING CONDITIONS PLUS PROJECT

Redlands CarMax Project

Vistro File: K:\...\CarMax Redlands AM.vistro
Report File: K:\...\2. EX WP AM.pdf

Scenario 2 EX WP AM
11/13/2023

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	Lugonia Ave at Tennessee St	Signalized	HCM 7th Edition	SB Left	0.376	33.1	C
2	Lugonia Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.362	11.1	B
3	I-10 WB Ramps at Tennessee St	Signalized	HCM 7th Edition	WB Left	0.369	21.0	C
4	I-10 EB Ramps at Tennessee St	Signalized	HCM 7th Edition	SB Left	0.523	23.1	C
5	Colton Ave at Tennessee St	Signalized	HCM 7th Edition	NB Left	0.364	34.2	C
6	Colton Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.207	21.1	C
7	New York St at Project Driveway/Brockton Ave	Two-way stop	HCM 7th Edition	WB Left	0.047	11.5	B

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: Lugonia Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	33.1
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.376

Intersection Setup

Name							Lugonia Ave					
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	1	0	0	1	0	1	1	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.21
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name							Lugonia Ave					
Base Volume Input [veh/h]	120	217	68	57	103	4	20	218	149	105	353	86
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	1	4	0	0	0	0	0	0	0	1
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	120	217	69	61	103	4	20	218	149	105	353	87
Peak Hour Factor	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840	0.9840
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	30	55	18	15	26	1	5	55	38	27	90	22
Total Analysis Volume [veh/h]	122	221	70	62	105	4	20	222	151	107	359	88
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	30	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	17	27	0	11	21	0	9	23	0	29	43	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	12	0	0	12	0	0	6	0	0	6	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	L	C	R	L	C	R
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	8	47	47	4	43	2	15	15	7	21	21
g / C, Green / Cycle	0.09	0.52	0.52	0.05	0.48	0.02	0.17	0.17	0.08	0.23	0.23
(v / s)_i Volume / Saturation Flow Rate	0.07	0.12	0.05	0.04	0.06	0.01	0.07	0.10	0.06	0.20	0.06
s, saturation flow rate [veh/h]	1687	1772	1506	1687	1760	1687	3373	1506	1687	1772	1506
c, Capacity [veh/h]	152	927	788	79	844	38	573	256	139	408	346
d1, Uniform Delay [s]	40.15	11.69	10.73	42.46	12.99	43.52	33.20	34.47	40.44	33.46	28.33
k, delay calibration	0.11	0.50	0.50	0.11	0.50	0.11	0.11	0.11	0.11	0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	9.33	0.61	0.22	15.69	0.32	11.02	0.43	2.17	8.54	6.32	0.38
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.80	0.24	0.09	0.79	0.13	0.53	0.39	0.59	0.77	0.88	0.25
d, Delay for Lane Group [s/veh]	49.48	12.30	10.96	58.15	13.31	54.54	33.63	36.64	48.97	39.77	28.72
Lane Group LOS	D	B	B	E	B	D	C	D	D	D	C
Critical Lane Group	No	Yes	No	Yes	No	Yes	No	No	No	Yes	No
50th-Percentile Queue Length [veh/ln]	3.01	2.43	0.71	1.69	1.25	0.55	2.16	3.15	2.62	8.09	1.57
50th-Percentile Queue Length [ft/ln]	75.19	60.83	17.77	42.30	31.20	13.80	53.90	78.77	65.61	202.17	39.18
95th-Percentile Queue Length [veh/ln]	5.41	4.38	1.28	3.05	2.25	0.99	3.88	5.67	4.72	12.75	2.82
95th-Percentile Queue Length [ft/ln]	135.34	109.49	31.98	76.14	56.17	24.84	97.02	141.79	118.09	318.77	70.52

Movement, Approach, & Intersection Results

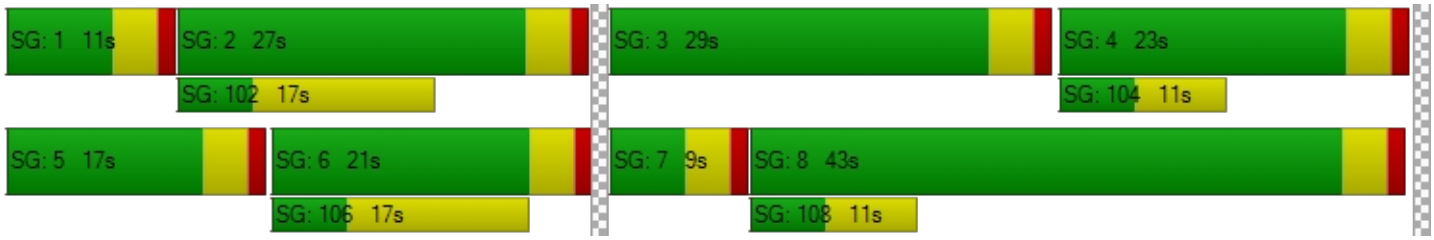
d_M, Delay for Movement [s/veh]	49.48	12.30	10.96	58.15	13.31	13.31	54.54	33.63	36.64	48.97	39.77	28.72
Movement LOS	D	B	B	E	B	B	D	C	D	D	D	C
d_A, Approach Delay [s/veh]	23.06			29.57			35.85			39.79		
Approach LOS	C			C			D			D		
d_I, Intersection Delay [s/veh]	33.12											
Intersection LOS	C											
Intersection V/C	0.376											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.322	2.254	2.597	2.602
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	511	378	422	867
d_b, Bicycle Delay [s]	24.94	29.61	28.01	14.45
l_b,int, Bicycle LOS Score for Intersection	2.241	1.842	1.884	2.474
Bicycle LOS	B	A	A	B

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 2: Lugonia Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	11.1
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.362

Intersection Setup

Name						
Approach	Northbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	1	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Curb Present	No		No		No	
Crosswalk	Yes		Yes		Yes	

Volumes

Name						
Base Volume Input [veh/h]	96	27	264	92	43	478
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00					
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	1	0	0	5	1	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	97	27	264	97	44	478
Peak Hour Factor	0.9540	0.9540	0.9540	0.9540	0.9540	0.9540
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	25	7	69	25	12	125
Total Analysis Volume [veh/h]	102	28	277	102	46	501
Presence of On-Street Parking	No	No	No	No	No	No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0		0		0	
v_di, Inbound Pedestrian Volume crossing m	0		0		0	
v_co, Outbound Pedestrian Volume crossing	0		0		0	
v_ci, Inbound Pedestrian Volume crossing mi	0		0		0	
v_ab, Corner Pedestrian Volume [ped/h]	0		0		0	
Bicycle Volume [bicycles/h]	0		0		0	

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permissive	Permissive	Permissive	Permissive	Protected	Permissive
Signal Group	3	0	2	0	1	6
Auxiliary Signal Groups						
Lead / Lag	Lead	-	-	-	Lead	-
Minimum Green [s]	5	0	5	0	5	5
Maximum Green [s]	30	0	30	0	30	30
Amber [s]	3.0	0.0	3.0	0.0	3.0	3.0
All red [s]	1.0	0.0	1.0	0.0	1.0	1.0
Split [s]	26	0	53	0	11	64
Vehicle Extension [s]	3.0	0.0	3.0	0.0	3.0	3.0
Walk [s]	5	0	5	0	0	5
Pedestrian Clearance [s]	14	0	7	0	0	10
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk	No		No			No
I1, Start-Up Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
I2, Clearance Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
Minimum Recall	No		No		No	No
Maximum Recall	No		No		No	No
Pedestrian Recall	No		No		No	No
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	R	L	C
C, Cycle Length [s]	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	9	66	66	3	73
g / C, Green / Cycle	0.10	0.73	0.73	0.04	0.81
(v / s)_i Volume / Saturation Flow Rate	0.08	0.08	0.07	0.03	0.28
s, saturation flow rate [veh/h]	1645	3373	1506	1687	1772
c, Capacity [veh/h]	163	2458	1097	65	1438
d1, Uniform Delay [s]	39.64	3.61	3.55	42.76	2.22
k, delay calibration	0.11	0.50	0.50	0.11	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	8.49	0.09	0.17	13.09	0.67
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.80	0.11	0.09	0.71	0.35
d, Delay for Lane Group [s/veh]	48.12	3.70	3.72	55.85	2.89
Lane Group LOS	D	A	A	E	A
Critical Lane Group	Yes	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	3.16	0.62	0.47	1.24	1.53
50th-Percentile Queue Length [ft/ln]	78.97	15.40	11.87	30.93	38.16
95th-Percentile Queue Length [veh/ln]	5.69	1.11	0.85	2.23	2.75
95th-Percentile Queue Length [ft/ln]	142.15	27.71	21.36	55.68	68.69

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	48.12	48.12	3.70	3.72	55.85	2.89
Movement LOS	D	D	A	A	E	A
d_A, Approach Delay [s/veh]	48.12		3.71		7.34	
Approach LOS	D		A		A	
d_I, Intersection Delay [s/veh]	11.06					
Intersection LOS	B					
Intersection V/C	0.362					

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	1.852	2.372	2.340
Crosswalk LOS	A	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	489	1089	1333
d_b, Bicycle Delay [s]	25.69	9.34	5.00
l_b,int, Bicycle LOS Score for Intersection	1.774	1.872	2.462
Bicycle LOS	A	A	B

Sequence

Ring 1	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 3: I-10 WB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	21.0
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.369

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	0	0	1	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	1	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	49.21	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No						No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	207	384	0	0	309	88	0	0	0	161	6	128
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	2	0	0	0	0	0	0	0	0	0	0	1
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	209	384	0	0	309	88	0	0	0	161	6	129
Peak Hour Factor	0.9220	0.9220	1.0000	1.0000	0.9220	0.9220	1.0000	1.0000	1.0000	0.9220	0.9220	0.9220
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	57	104	0	0	84	24	0	0	0	44	2	35
Total Analysis Volume [veh/h]	227	416	0	0	335	95	0	0	0	175	7	140
Presence of On-Street Parking	No		No	No		No				No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	5	2	0	0	6	0	0	0	0	0	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	5	5	0	0	5	0	0	0	0	0	5	0
Maximum Green [s]	30	30	0	0	30	0	0	0	0	0	30	0
Amber [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
All red [s]	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0
Split [s]	44	60	0	0	16	0	0	0	0	0	30	0
Vehicle Extension [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	0	0	0	5	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	0	0	0	21	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No						No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
Minimum Recall	No	No			No						No	
Maximum Recall	No	No			No						No	
Pedestrian Recall	No	No			No						No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	C		C	C
C, Cycle Length [s]	90	90	90	90		90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00		4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00		0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00		2.00	2.00
g_i, Effective Green Time [s]	14	70	52	52		12	12
g / C, Green / Cycle	0.16	0.78	0.58	0.58		0.13	0.13
(v / s)_i Volume / Saturation Flow Rate	0.13	0.12	0.12	0.13		0.10	0.10
s, saturation flow rate [veh/h]	1687	3373	1772	1643		1687	1517
c, Capacity [veh/h]	268	2631	1022	948		221	199
d1, Uniform Delay [s]	36.78	2.48	9.18	9.28		37.91	37.63
k, delay calibration	0.11	0.50	0.50	0.50		0.11	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00		1.00	1.00
d2, Incremental Delay [s]	7.25	0.13	0.47	0.56		6.26	5.32
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00		0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00		1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00		1.00	1.00

Lane Group Results

X, volume / capacity	0.85	0.16	0.21	0.23		0.79	0.74
d, Delay for Lane Group [s/veh]	44.04	2.61	9.64	9.83		44.17	42.94
Lane Group LOS	D	A	A	A		D	D
Critical Lane Group	Yes	No	No	Yes		Yes	No
50th-Percentile Queue Length [veh/ln]	5.30	0.67	2.01	2.05		4.06	3.36
50th-Percentile Queue Length [ft/ln]	132.54	16.64	50.31	51.16		101.61	84.04
95th-Percentile Queue Length [veh/ln]	9.08	1.20	3.62	3.68		7.32	6.05
95th-Percentile Queue Length [ft/ln]	226.94	29.94	90.56	92.08		182.90	151.26

Movement, Approach, & Intersection Results

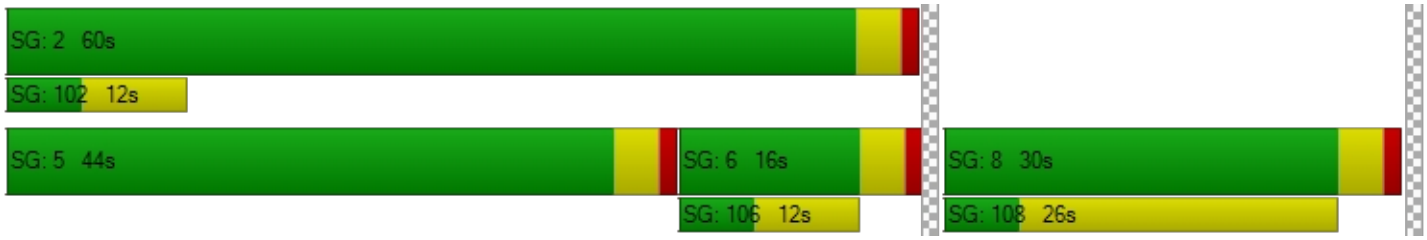
d_M, Delay for Movement [s/veh]	44.04	2.61	0.00	0.00	9.71	9.83	0.00	0.00	0.00	44.17	42.94	42.94
Movement LOS	D	A			A	A				D	D	D
d_A, Approach Delay [s/veh]	17.24			9.74			0.00			43.61		
Approach LOS	B			A			A			D		
d_I, Intersection Delay [s/veh]	21.01											
Intersection LOS	C											
Intersection V/C	0.369											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.642	2.373	1.877	1.873
Crosswalk LOS	B	B	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	1244	267	0	578
d_b, Bicycle Delay [s]	6.42	33.80	45.00	22.76
l_b,int, Bicycle LOS Score for Intersection	2.090	1.914	4.132	1.825
Bicycle LOS	B	A	D	A

Sequence

Ring 1	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 4: I-10 EB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	23.1
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.523

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No					
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	457	122	114	349	0	104	177	383	0	0	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	2	1	0	0	0	0	0	2	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	459	123	114	349	0	104	177	385	0	0	0
Peak Hour Factor	1.0000	0.9560	0.9560	0.9560	0.9560	1.0000	0.9560	0.9560	0.9560	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	120	32	30	91	0	27	46	101	0	0	0
Total Analysis Volume [veh/h]	0	480	129	119	365	0	109	185	403	0	0	0
Presence of On-Street Parking	No		No	No		No	No		No			
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	2	0	1	6	0	0	4	0	0	0	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	Lead	-	-	-	-	-	-	-	-
Minimum Green [s]	0	5	0	5	5	0	0	5	0	0	0	0
Maximum Green [s]	0	30	0	30	30	0	0	30	0	0	0	0
Amber [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
All red [s]	0.0	1.0	0.0	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0
Split [s]	0	16	0	15	31	0	0	59	0	0	0	0
Vehicle Extension [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	0	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	17	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No				
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
I2, Clearance Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
Minimum Recall		No		No	No			No				
Maximum Recall		No		No	No			No				
Pedestrian Recall		No		No	No			No				
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	L	C	C	C	
C, Cycle Length [s]	90	90	90	90	90	90	
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	
g_i, Effective Green Time [s]	43	43	8	55	27	27	
g / C, Green / Cycle	0.48	0.48	0.09	0.61	0.30	0.30	
(v / s)_i Volume / Saturation Flow Rate	0.17	0.18	0.07	0.11	0.17	0.27	
s, saturation flow rate [veh/h]	1772	1648	1687	3373	1739	1506	
c, Capacity [veh/h]	847	788	149	2060	523	452	
d1, Uniform Delay [s]	14.80	15.04	40.26	7.65	26.50	30.07	
k, delay calibration	0.50	0.50	0.11	0.50	0.11	0.11	
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	
d2, Incremental Delay [s]	1.19	1.43	9.48	0.19	0.95	6.22	
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	

Lane Group Results

X, volume / capacity	0.36	0.39	0.80	0.18	0.56	0.89	
d, Delay for Lane Group [s/veh]	15.99	16.47	49.74	7.84	27.45	36.29	
Lane Group LOS	B	B	D	A	C	D	
Critical Lane Group	No	Yes	Yes	No	No	Yes	
50th-Percentile Queue Length [veh/ln]	4.01	4.10	2.94	1.45	5.31	8.83	
50th-Percentile Queue Length [ft/ln]	100.17	102.48	73.56	36.30	132.78	220.68	
95th-Percentile Queue Length [veh/ln]	7.21	7.38	5.30	2.61	9.09	13.70	
95th-Percentile Queue Length [ft/ln]	180.31	184.47	132.41	65.34	227.27	342.49	

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	0.00	16.17	16.47	49.74	7.84	0.00	27.45	27.45	36.29	0.00	0.00	0.00
Movement LOS		B	B	D	A		C	C	D			
d_A, Approach Delay [s/veh]	16.23			18.14			32.56			0.00		
Approach LOS	B			B			C			A		
d_I, Intersection Delay [s/veh]	23.10											
Intersection LOS	C											
Intersection V/C	0.523											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.570	2.511	2.056	1.927
Crosswalk LOS	B	B	B	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	267	600	1222	0
d_b, Bicycle Delay [s]	33.80	22.05	6.81	45.00
l_b,int, Bicycle LOS Score for Intersection	2.062	1.959	2.135	4.132
Bicycle LOS	B	A	B	D

Sequence

Ring 1	1	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 5: Colton Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	34.2
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.364

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	53	422	41	98	422	164	60	130	29	38	200	108
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	1	2	0	0	0	1	0	0	0	3
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	53	422	42	100	422	164	60	131	29	38	200	111
Peak Hour Factor	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230	0.9230
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	14	114	11	27	114	44	16	35	8	10	54	30
Total Analysis Volume [veh/h]	57	457	46	108	457	178	65	142	31	41	217	120
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	31	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	9	35	0	20	46	0	9	26	0	9	26	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	21	0	0	17	0	0	17	0	0	17	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	4	16	16	7	20	20	4	47	47	3	46	46
g / C, Green / Cycle	0.04	0.18	0.18	0.08	0.22	0.22	0.05	0.52	0.52	0.04	0.51	0.51
(v / s)_i Volume / Saturation Flow Rate	0.03	0.14	0.14	0.06	0.19	0.19	0.04	0.05	0.05	0.02	0.10	0.10
s, saturation flow rate [veh/h]	1687	1772	1715	1687	1772	1605	1687	1772	1665	1687	1772	1567
c, Capacity [veh/h]	72	323	313	138	392	355	83	925	870	61	902	797
d1, Uniform Delay [s]	42.70	35.14	35.18	40.55	33.58	33.62	42.29	10.80	10.82	42.87	12.04	12.10
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	17.66	4.31	4.56	9.38	5.12	5.78	14.41	0.20	0.23	12.35	0.48	0.57
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.80	0.79	0.79	0.78	0.85	0.85	0.78	0.09	0.10	0.68	0.19	0.20
d, Delay for Lane Group [s/veh]	60.36	39.45	39.73	49.93	38.69	39.40	56.70	11.00	11.05	55.22	12.52	12.68
Lane Group LOS	E	D	D	D	D	D	E	B	B	E	B	B
Critical Lane Group	Yes	No	No	No	No	Yes	Yes	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	1.59	5.61	5.49	2.68	7.35	6.76	1.75	0.89	0.87	1.10	1.94	1.82
50th-Percentile Queue Length [ft/ln]	39.85	140.32	137.27	66.92	183.64	169.01	43.63	22.15	21.68	27.49	48.57	45.50
95th-Percentile Queue Length [veh/ln]	2.87	9.50	9.33	4.82	11.79	11.02	3.14	1.59	1.56	1.98	3.50	3.28
95th-Percentile Queue Length [ft/ln]	71.73	237.46	233.34	120.45	294.75	275.62	78.54	39.86	39.02	49.49	87.42	81.90

Movement, Approach, & Intersection Results

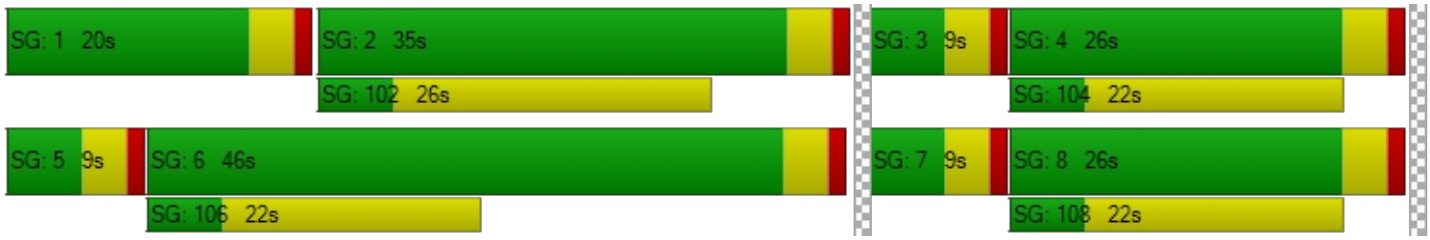
d_M, Delay for Movement [s/veh]	60.36	39.57	39.73	49.93	38.89	39.40	56.70	11.02	11.05	55.22	12.55	12.68
Movement LOS	E	D	D	D	D	D	E	B	B	E	B	B
d_A, Approach Delay [s/veh]	41.70			40.62			23.50			17.22		
Approach LOS	D			D			C			B		
d_I, Intersection Delay [s/veh]	34.20											
Intersection LOS	C											
Intersection V/C	0.364											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.514	2.571	2.436	2.564
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	689	933	489	489
d_b, Bicycle Delay [s]	19.34	12.80	25.69	25.69
l_b,int, Bicycle LOS Score for Intersection	2.022	2.173	1.756	1.871
Bicycle LOS	B	B	A	A

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 6: Colton Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	21.1
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.207

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	1	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	56	42	9	16	30	61	34	173	40	8	217	55
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	3	4	0	0	0	0	1
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	56	42	9	16	30	64	38	173	40	8	217	56
Peak Hour Factor	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850	0.9850
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	14	11	2	4	8	16	10	44	10	2	55	14
Total Analysis Volume [veh/h]	57	43	9	16	30	65	39	176	41	8	220	57
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Split	Split	Split	Split	Split	Split	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	0	2	0	0	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	-	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	0	5	0	0	5	0	5	5	0	5	5	0
Maximum Green [s]	0	30	0	0	30	0	30	30	0	30	30	0
Amber [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	0.0	1.0	0.0	0.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	0	32	0	0	26	0	9	23	0	9	23	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	17	0	0	17	0	0	14	0	0	14	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall		No			No		No	No		No	No	
Maximum Recall		No			No		No	No		No	No	
Pedestrian Recall		No			No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	R	C	R	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	7	7	6	6	3	61	61	1	58	58
g / C, Green / Cycle	0.08	0.08	0.06	0.06	0.03	0.67	0.67	0.01	0.65	0.65
(v / s)_i Volume / Saturation Flow Rate	0.06	0.01	0.03	0.04	0.02	0.06	0.06	0.00	0.08	0.08
s, saturation flow rate [veh/h]	1722	1506	1741	1506	1687	1772	1659	1687	1772	1650
c, Capacity [veh/h]	132	115	111	96	59	1190	1115	17	1147	1068
d1, Uniform Delay [s]	40.74	38.60	40.53	41.23	42.92	5.17	5.18	44.29	6.08	6.10
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	8.57	0.29	2.47	8.10	12.28	0.15	0.17	18.02	0.22	0.25
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.76	0.08	0.42	0.68	0.67	0.09	0.10	0.46	0.12	0.13
d, Delay for Lane Group [s/veh]	49.31	38.89	42.99	49.34	55.20	5.32	5.35	62.32	6.30	6.35
Lane Group LOS	D	D	D	D	E	A	A	E	A	A
Critical Lane Group	Yes	No	No	Yes	Yes	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	2.46	0.19	1.05	1.61	1.05	0.67	0.66	0.26	0.98	0.95
50th-Percentile Queue Length [ft/ln]	61.49	4.80	26.15	40.26	26.20	16.85	16.47	6.56	24.42	23.75
95th-Percentile Queue Length [veh/ln]	4.43	0.35	1.88	2.90	1.89	1.21	1.19	0.47	1.76	1.71
95th-Percentile Queue Length [ft/ln]	110.67	8.65	47.07	72.47	47.16	30.34	29.65	11.80	43.95	42.75

Movement, Approach, & Intersection Results

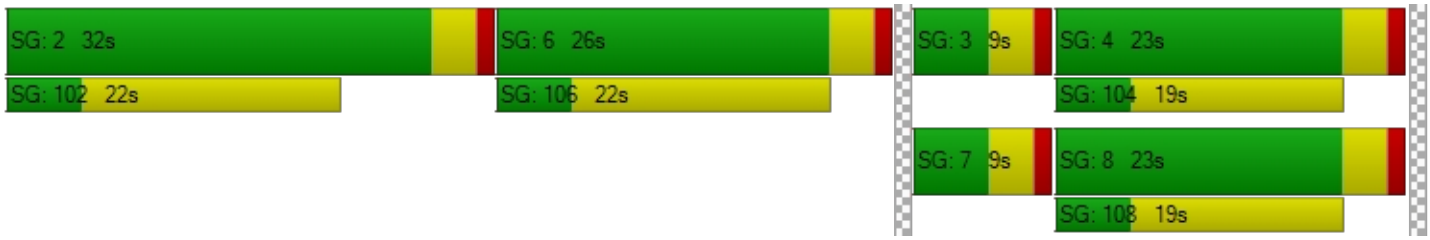
d_M, Delay for Movement [s/veh]	49.31	49.31	38.89	42.99	42.99	49.34	55.20	5.33	5.35	62.32	6.32	6.35
Movement LOS	D	D	D	D	D	D	E	A	A	E	A	A
d_A, Approach Delay [s/veh]	48.45			46.71			12.93			7.89		
Approach LOS	D			D			B			A		
d_I, Intersection Delay [s/veh]	21.06											
Intersection LOS	C											
Intersection V/C	0.207											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.178	2.194	2.418	2.396
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	622	489	422	422
d_b, Bicycle Delay [s]	21.36	25.69	28.01	28.01
l_b,int, Bicycle LOS Score for Intersection	1.739	1.743	1.771	1.795
Bicycle LOS	A	A	A	A

Sequence

Ring 1	2	6	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	-	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 7: New York St at Project Driveway/Brockton Ave

Control Type:	Two-way stop	Delay (sec / veh):	11.5
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.047

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	87	17	26	118	0	0	0	0	23	0	30
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	5	0	0	0	0	6	1	0	3	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	5	87	17	26	118	6	1	0	3	23	0	30
Peak Hour Factor	1.0000	0.8270	0.8270	0.8270	0.8270	1.0000	0.8270	0.8270	0.8270	0.8270	1.0000	0.8270
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	26	5	8	36	2	0	0	1	7	0	9
Total Analysis Volume [veh/h]	5	105	21	31	143	6	1	0	4	28	0	36
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane			No	No
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.04
d_M, Delay for Movement [s/veh]	7.52	0.00	0.00	7.50	0.00	0.00	11.40	11.42	9.02	11.46	11.78	9.29
Movement LOS	A	A	A	A	A	A	B	B	A	B	B	A
95th-Percentile Queue Length [veh/ln]	0.01	0.01	0.01	0.05	0.05	0.05	0.02	0.02	0.02	0.28	0.28	0.28
95th-Percentile Queue Length [ft/ln]	0.22	0.22	0.22	1.32	1.32	1.32	0.47	0.47	0.47	6.96	6.96	6.96
d_A, Approach Delay [s/veh]	0.29			1.29			9.50			10.24		
Approach LOS	A			A			A			B		
d_I, Intersection Delay [s/veh]	2.56											
Intersection LOS	B											

Redlands CarMax Project

Vistro File: K:\...\CarMax Redlands PM.vistro
Report File: K:\...\2. EX WP PM.pdf

Scenario 2 EX WP PM
11/13/2023

Intersection Analysis Summary

ID	Intersection Name	Control Type	Method	Worst Mvmt	V/C	Delay (s/veh)	LOS
1	Lugonia Ave at Tennessee St	Signalized	HCM 7th Edition	EB Left	0.661	34.9	C
2	Lugonia Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.504	13.6	B
3	I-10 WB Ramps at Tennessee St	Signalized	HCM 7th Edition	NB Left	0.537	20.5	C
4	I-10 EB Ramps at Tennessee St	Signalized	HCM 7th Edition	SB Left	0.728	31.1	C
5	Colton Ave at Tennessee St	Signalized	HCM 7th Edition	WB Left	0.501	31.8	C
6	Colton Ave at New York St	Signalized	HCM 7th Edition	WB Left	0.376	21.2	C
7	New York St at Project Driveway/Brockton Ave	Two-way stop	HCM 7th Edition	WB Left	0.118	16.2	C

V/C, Delay, LOS: For two-way stop, these values are taken from the movement with the worst (highest) delay value. For all other control types, they are taken for the whole intersection.

Intersection Level Of Service Report
Intersection 1: Lugonia Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	34.9
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.661

Intersection Setup

Name							Lugonia Ave					
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	1	1	0	0	1	0	1	1	0	1
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.21
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name							Lugonia Ave					
Base Volume Input [veh/h]	305	338	242	106	147	15	55	781	464	90	431	107
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	1	5	0	0	0	0	0	0	0	5
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	305	338	243	111	147	15	55	781	464	90	431	112
Peak Hour Factor	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620	0.9620
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	79	88	63	29	38	4	14	203	121	23	112	29
Total Analysis Volume [veh/h]	317	351	253	115	153	16	57	812	482	94	448	116
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	30	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	23	32	0	12	21	0	9	36	0	10	37	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	12	0	0	12	0	0	6	0	0	6	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	R	L	C	L	C	R	L	C	R
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	19	30	30	8	19	4	31	31	6	33	33
g / C, Green / Cycle	0.21	0.33	0.33	0.08	0.21	0.04	0.34	0.34	0.07	0.37	0.37
(v / s)_i Volume / Saturation Flow Rate	0.19	0.20	0.17	0.07	0.10	0.03	0.24	0.32	0.06	0.25	0.08
s, saturation flow rate [veh/h]	1687	1772	1506	1687	1742	1687	3373	1506	1687	1772	1506
c, Capacity [veh/h]	349	580	493	143	358	74	1159	518	112	649	552
d1, Uniform Delay [s]	34.88	25.40	24.48	40.46	31.47	42.58	25.53	28.51	41.51	24.17	19.57
k, delay calibration	0.13	0.50	0.50	0.11	0.50	0.11	0.11	0.38	0.11	0.21	0.11
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	10.71	4.64	3.79	10.09	4.42	15.31	0.78	21.26	14.67	2.58	0.19
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.91	0.61	0.51	0.81	0.47	0.77	0.70	0.93	0.84	0.69	0.21
d, Delay for Lane Group [s/veh]	45.59	30.05	28.27	50.55	35.90	57.89	26.31	49.77	56.19	26.76	19.76
Lane Group LOS	D	C	C	D	D	E	C	D	E	C	B
Critical Lane Group	Yes	No	No	No	Yes	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	7.66	6.84	4.75	2.87	3.62	1.56	7.36	12.65	2.49	8.23	1.66
50th-Percentile Queue Length [ft/ln]	191.38	171.02	118.79	71.73	90.39	38.90	184.05	316.25	62.35	205.67	41.39
95th-Percentile Queue Length [veh/ln]	12.19	11.13	8.33	5.16	6.51	2.80	11.81	18.48	4.49	12.93	2.98
95th-Percentile Queue Length [ft/ln]	304.82	278.26	208.16	129.12	162.70	70.02	295.30	462.08	112.24	323.27	74.50

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	45.59	30.05	28.27	50.55	35.90	35.90	57.89	26.31	49.77	56.19	26.76	19.76
Movement LOS	D	C	C	D	D	D	E	C	D	E	C	B
d_A, Approach Delay [s/veh]	34.91			41.83			36.01			29.73		
Approach LOS	C			D			D			C		
d_I, Intersection Delay [s/veh]	34.92											
Intersection LOS	C											
Intersection V/C	0.661											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.535	2.330	2.801	2.753
Crosswalk LOS	B	B	C	C
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	622	378	711	733
d_b, Bicycle Delay [s]	21.36	29.61	18.69	18.05
l_b,int, Bicycle LOS Score for Intersection	3.079	2.028	2.674	2.645
Bicycle LOS	C	B	B	B

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 2: Lugonia Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	13.6
Analysis Method:	HCM 7th Edition	Level Of Service:	B
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.504

Intersection Setup

Name						
Approach	Northbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	1	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		30.00		30.00	
Grade [%]	0.00		0.00		0.00	
Curb Present	No		No		No	
Crosswalk	Yes		Yes		Yes	

Volumes

Name						
Base Volume Input [veh/h]	187	76	980	219	28	469
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00					
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	5	1	0	6	1	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	192	77	980	225	29	469
Peak Hour Factor	0.9380	0.9380	0.9380	0.9380	0.9380	0.9380
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	51	21	261	60	8	125
Total Analysis Volume [veh/h]	205	82	1045	240	31	500
Presence of On-Street Parking	No	No	No	No	No	No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0		0		0	
v_di, Inbound Pedestrian Volume crossing m	0		0		0	
v_co, Outbound Pedestrian Volume crossing	0		0		0	
v_ci, Inbound Pedestrian Volume crossing mi	0		0		0	
v_ab, Corner Pedestrian Volume [ped/h]	0		0		0	
Bicycle Volume [bicycles/h]	0		0		0	

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permissive	Permissive	Permissive	Permissive	Protected	Permissive
Signal Group	3	0	2	0	1	6
Auxiliary Signal Groups						
Lead / Lag	Lead	-	-	-	Lead	-
Minimum Green [s]	5	0	5	0	5	5
Maximum Green [s]	30	0	30	0	30	30
Amber [s]	3.0	0.0	3.0	0.0	3.0	3.0
All red [s]	1.0	0.0	1.0	0.0	1.0	1.0
Split [s]	31	0	50	0	9	59
Vehicle Extension [s]	3.0	0.0	3.0	0.0	3.0	3.0
Walk [s]	5	0	5	0	0	5
Pedestrian Clearance [s]	14	0	7	0	0	10
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk	No		No			No
I1, Start-Up Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
I2, Clearance Lost Time [s]	2.0	0.0	2.0	0.0	2.0	2.0
Minimum Recall	No		No		No	No
Maximum Recall	No		No		No	No
Pedestrian Recall	No		No		No	No
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	R	L	C
C, Cycle Length [s]	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	18	57	57	3	64
g / C, Green / Cycle	0.20	0.64	0.64	0.03	0.71
(v / s)_i Volume / Saturation Flow Rate	0.18	0.31	0.16	0.02	0.28
s, saturation flow rate [veh/h]	1631	3373	1506	1687	1772
c, Capacity [veh/h]	326	2146	958	52	1260
d1, Uniform Delay [s]	34.97	8.63	7.09	43.07	5.22
k, delay calibration	0.11	0.50	0.50	0.11	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	7.71	0.79	0.63	10.51	0.94
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.88	0.49	0.25	0.60	0.40
d, Delay for Lane Group [s/veh]	42.68	9.43	7.71	53.57	6.16
Lane Group LOS	D	A	A	D	A
Critical Lane Group	Yes	Yes	No	Yes	No
50th-Percentile Queue Length [veh/ln]	6.67	4.92	1.93	0.83	3.34
50th-Percentile Queue Length [ft/ln]	166.66	123.02	48.33	20.65	83.38
95th-Percentile Queue Length [veh/ln]	10.90	8.56	3.48	1.49	6.00
95th-Percentile Queue Length [ft/ln]	272.52	213.96	87.00	37.17	150.08

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	42.68	42.68	9.43	7.71	53.57	6.16
Movement LOS	D	D	A	A	D	A
d_A, Approach Delay [s/veh]	42.68		9.11		8.93	
Approach LOS	D		A		A	
d_I, Intersection Delay [s/veh]	13.64					
Intersection LOS	B					
Intersection V/C	0.504					

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	1.988	2.618	2.537
Crosswalk LOS	A	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	600	1022	1222
d_b, Bicycle Delay [s]	22.05	10.76	6.81
l_b,int, Bicycle LOS Score for Intersection	2.033	2.620	2.436
Bicycle LOS	B	B	B

Sequence

Ring 1	1	2	3	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 3: I-10 WB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	20.5
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.537

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	0	0	1	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	1	0	0	1	0	0	0
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	100.00	0.00	0.00	49.21	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No						No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	216	701	0	0	631	83	0	0	0	132	8	259
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	3	0	0	0	0	0	0	0	0	0	0	1
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	219	701	0	0	631	83	0	0	0	132	8	260
Peak Hour Factor	0.9540	0.9540	1.0000	1.0000	0.9540	0.9540	1.0000	1.0000	1.0000	0.9540	0.9540	0.9540
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	57	184	0	0	165	22	0	0	0	35	2	68
Total Analysis Volume [veh/h]	230	735	0	0	661	87	0	0	0	138	8	273
Presence of On-Street Parking	No		No	No		No				No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	5	2	0	0	6	0	0	0	0	0	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	-	-	-	-	-	-	-	-	-
Minimum Green [s]	5	5	0	0	5	0	0	0	0	0	5	0
Maximum Green [s]	19	30	0	0	31	0	0	0	0	0	28	0
Amber [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
All red [s]	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0
Split [s]	23	58	0	0	35	0	0	0	0	0	32	0
Vehicle Extension [s]	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	0	0	0	5	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	0	0	0	21	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No						No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0
Minimum Recall	No	No			No						No	
Maximum Recall	No	No			No						No	
Pedestrian Recall	No	No			No						No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	C		C	C
C, Cycle Length [s]	90	90	90	90		90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00		4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00		0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00		2.00	2.00
g_i, Effective Green Time [s]	14	63	45	45		19	19
g / C, Green / Cycle	0.16	0.70	0.50	0.50		0.21	0.21
(v / s)_i Volume / Saturation Flow Rate	0.14	0.22	0.21	0.22		0.09	0.18
s, saturation flow rate [veh/h]	1687	3373	1772	1702		1692	1506
c, Capacity [veh/h]	267	2371	886	851		352	314
d1, Uniform Delay [s]	36.93	5.08	14.24	14.40		30.88	34.46
k, delay calibration	0.17	0.50	0.50	0.50		0.11	0.14
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00		1.00	1.00
d2, Incremental Delay [s]	12.28	0.34	1.47	1.65		0.78	9.47
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00		0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00		1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00		1.00	1.00

Lane Group Results

X, volume / capacity	0.86	0.31	0.42	0.44		0.41	0.87
d, Delay for Lane Group [s/veh]	49.21	5.42	15.71	16.04		31.65	43.93
Lane Group LOS	D	A	B	B		C	D
Critical Lane Group	Yes	No	No	Yes		No	Yes
50th-Percentile Queue Length [veh/ln]	5.75	2.24	4.91	4.98		2.78	6.47
50th-Percentile Queue Length [ft/ln]	143.74	56.01	122.64	124.55		69.52	161.71
95th-Percentile Queue Length [veh/ln]	9.68	4.03	8.54	8.64		5.01	10.64
95th-Percentile Queue Length [ft/ln]	242.05	100.81	213.44	216.07		125.13	265.98

Movement, Approach, & Intersection Results

d_M, Delay for Movement [s/veh]	49.21	5.42	0.00	0.00	15.86	16.04	0.00	0.00	0.00	31.65	31.65	43.93
Movement LOS	D	A			B	B				C	C	D
d_A, Approach Delay [s/veh]	15.86			15.88			0.00			39.65		
Approach LOS	B			B			A			D		
d_I, Intersection Delay [s/veh]	20.54											
Intersection LOS	C											
Intersection V/C	0.537											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.741	2.561	1.875	1.921
Crosswalk LOS	B	B	A	A
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	1200	689	0	622
d_b, Bicycle Delay [s]	7.20	19.34	45.00	21.36
l_b,int, Bicycle LOS Score for Intersection	2.356	2.177	4.132	1.905
Bicycle LOS	B	B	D	A

Sequence

Ring 1	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	-	8	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 4: I-10 EB Ramps at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	31.1
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.728

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	1	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No					
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	617	149	263	503	0	297	402	329	0	0	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	3	2	0	0	0	0	0	3	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	620	151	263	503	0	297	402	332	0	0	0
Peak Hour Factor	1.0000	0.9620	0.9620	0.9620	0.9620	1.0000	0.9620	0.9620	0.9620	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	161	39	68	131	0	77	104	86	0	0	0
Total Analysis Volume [veh/h]	0	644	157	273	523	0	309	418	345	0	0	0
Presence of On-Street Parking	No		No	No		No	No		No			
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Permiss	Permiss	Permiss	Protecte	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss	Permiss
Signal Group	0	2	0	1	6	0	0	4	0	0	0	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	Lead	-	-	-	-	-	-	-	-
Minimum Green [s]	0	5	0	5	5	0	0	5	0	0	0	0
Maximum Green [s]	0	30	0	30	30	0	0	30	0	0	0	0
Amber [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
All red [s]	0.0	1.0	0.0	1.0	1.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0
Split [s]	0	16	0	21	37	0	0	53	0	0	0	0
Vehicle Extension [s]	0.0	3.0	0.0	3.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	0	0
Pedestrian Clearance [s]	0	7	0	0	7	0	0	17	0	0	0	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No				
I1, Start-Up Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
I2, Clearance Lost Time [s]	0.0	2.0	0.0	2.0	2.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0
Minimum Recall		No		No	No			No				
Maximum Recall		No		No	No			No				
Pedestrian Recall		No		No	No			No				
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	C	L	C	C	C	
C, Cycle Length [s]	90	90	90	90	90	90	
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	
g_i, Effective Green Time [s]	29	29	16	49	33	33	
g / C, Green / Cycle	0.32	0.32	0.18	0.55	0.36	0.36	
(v / s)_i Volume / Saturation Flow Rate	0.23	0.24	0.16	0.16	0.32	0.32	
s, saturation flow rate [veh/h]	1772	1657	1687	3373	1724	1584	
c, Capacity [veh/h]	573	536	305	1851	625	574	
d1, Uniform Delay [s]	26.63	27.18	36.01	10.84	27.07	27.08	
k, delay calibration	0.50	0.50	0.11	0.50	0.16	0.16	
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	
d2, Incremental Delay [s]	6.95	9.21	9.01	0.38	6.97	7.58	
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	

Lane Group Results

X, volume / capacity	0.70	0.75	0.89	0.28	0.89	0.89	
d, Delay for Lane Group [s/veh]	33.58	36.38	45.02	11.23	34.04	34.65	
Lane Group LOS	C	D	D	B	C	C	
Critical Lane Group	No	Yes	Yes	No	No	Yes	
50th-Percentile Queue Length [veh/ln]	8.36	8.77	6.49	2.69	12.01	11.14	
50th-Percentile Queue Length [ft/ln]	208.94	219.29	162.37	67.29	300.27	278.57	
95th-Percentile Queue Length [veh/ln]	13.10	13.63	10.67	4.85	17.69	16.62	
95th-Percentile Queue Length [ft/ln]	327.47	340.72	266.85	121.13	442.36	415.44	

Movement, Approach, & Intersection Results

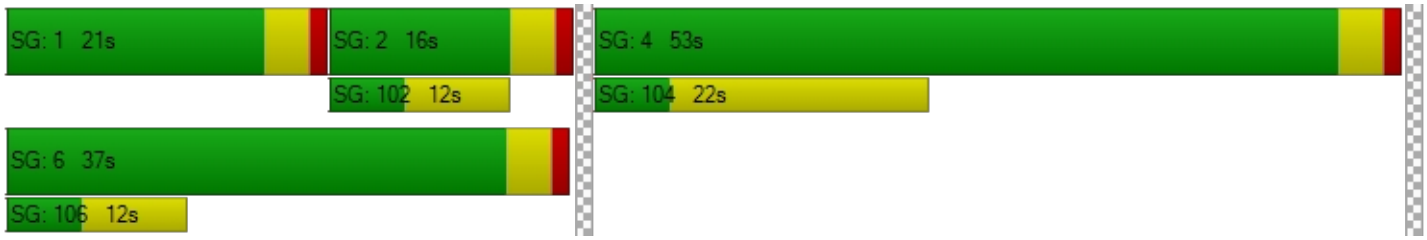
d_M, Delay for Movement [s/veh]	0.00	34.64	36.38	45.02	11.23	0.00	34.04	34.29	34.65	0.00	0.00	0.00
Movement LOS		C	D	D	B		C	C	C			
d_A, Approach Delay [s/veh]	34.98			22.82			34.33			0.00		
Approach LOS	C			C			C			A		
d_I, Intersection Delay [s/veh]	31.09											
Intersection LOS	C											
Intersection V/C	0.728											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.627	2.642	2.239	2.130
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	267	733	1089	0
d_b, Bicycle Delay [s]	33.80	18.05	9.34	45.00
l_b,int, Bicycle LOS Score for Intersection	2.220	2.216	2.444	4.132
Bicycle LOS	B	B	B	D

Sequence

Ring 1	1	2	-	4	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 5: Colton Ave at Tennessee St

Control Type:	Signalized	Delay (sec / veh):	31.8
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.501

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	1	0	0	1	0	0	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	1
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	67	452	80	206	470	154	149	472	57	48	282	126
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	1	3	0	0	0	1	0	1	1	5
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	67	452	81	209	470	154	149	473	57	49	283	131
Peak Hour Factor	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830	0.9830
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	17	115	21	53	120	39	38	120	14	12	72	33
Total Analysis Volume [veh/h]	68	460	82	213	478	157	152	481	58	50	288	133
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	5	2	0	1	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	Lead	-	-	Lead	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	5	5	0	5	5	0	5	5	0	5	5	0
Maximum Green [s]	30	30	0	30	30	0	30	30	0	30	30	0
Amber [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	29	30	0	25	26	0	9	26	0	9	26	0
Vehicle Extension [s]	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	21	0	0	17	0	0	17	0	0	17	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
I1, Start-Up Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
I2, Clearance Lost Time [s]	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall	No	No		No	No		No	No		No	No	
Maximum Recall	No	No		No	No		No	No		No	No	
Pedestrian Recall	No	No		No	No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	L	C	C	L	C	C	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	5	17	17	13	26	26	10	40	40	4	34	34
g / C, Green / Cycle	0.05	0.19	0.19	0.15	0.28	0.28	0.11	0.45	0.45	0.04	0.38	0.38
(v / s)_i Volume / Saturation Flow Rate	0.04	0.16	0.16	0.13	0.19	0.19	0.09	0.15	0.16	0.03	0.12	0.13
s, saturation flow rate [veh/h]	1687	1772	1680	1687	1772	1624	1687	1772	1706	1687	1772	1587
c, Capacity [veh/h]	88	332	315	250	502	460	185	792	762	67	668	599
d1, Uniform Delay [s]	42.11	35.21	35.25	37.39	28.43	28.44	39.22	16.28	16.29	42.77	19.92	20.00
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	13.12	5.48	5.98	8.07	1.49	1.63	8.83	1.20	1.25	15.10	1.31	1.52
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.77	0.83	0.84	0.85	0.66	0.66	0.82	0.35	0.35	0.75	0.33	0.34
d, Delay for Lane Group [s/veh]	55.24	40.68	41.24	45.46	29.92	30.07	48.05	17.48	17.55	57.86	21.23	21.52
Lane Group LOS	E	D	D	D	C	C	D	B	B	E	C	C
Critical Lane Group	No	No	Yes	Yes	No	No	Yes	No	No	No	No	Yes
50th-Percentile Queue Length [veh/ln]	1.80	6.23	6.00	5.05	6.33	5.83	3.69	3.81	3.69	1.37	3.42	3.19
50th-Percentile Queue Length [ft/ln]	44.92	155.82	150.03	126.25	158.19	145.66	92.20	95.31	92.36	34.23	85.43	79.75
95th-Percentile Queue Length [veh/ln]	3.23	10.33	10.02	8.74	10.45	9.78	6.64	6.86	6.65	2.46	6.15	5.74
95th-Percentile Queue Length [ft/ln]	80.85	258.18	250.47	218.38	261.32	244.62	165.96	171.56	166.24	61.62	153.78	143.55

Movement, Approach, & Intersection Results

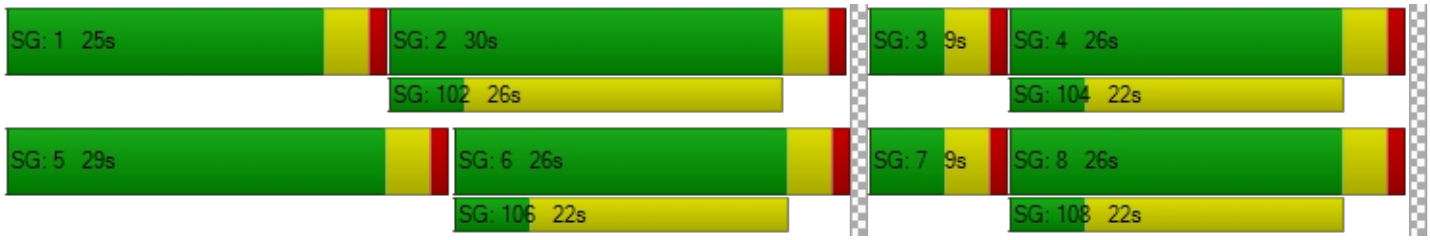
d_M, Delay for Movement [s/veh]	55.24	40.90	41.24	45.46	29.97	30.07	48.05	17.51	17.55	57.86	21.30	21.52
Movement LOS	E	D	D	D	C	C	D	B	B	E	C	C
d_A, Approach Delay [s/veh]	42.55			33.88			24.23			25.24		
Approach LOS	D			C			C			C		
d_I, Intersection Delay [s/veh]	31.80											
Intersection LOS	C											
Intersection V/C	0.501											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.535	2.612	2.536	2.657
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	578	489	489	489
d_b, Bicycle Delay [s]	22.76	25.69	25.69	25.69
l_b,int, Bicycle LOS Score for Intersection	2.063	2.259	2.130	1.948
Bicycle LOS	B	B	B	A

Sequence

Ring 1	1	2	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	5	6	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 6: Colton Ave at New York St

Control Type:	Signalized	Delay (sec / veh):	21.2
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.376

Intersection Setup

Name												
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	1	0	0	1	1	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	1	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Curb Present	No			No			No			No		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	27	53	6	74	115	88	89	592	82	12	313	94
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Proportion of CAVs [%]	0.00											
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	1	0	7	5	0	0	0	0	1
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Right Turn on Red Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	27	53	6	75	115	95	94	592	82	12	313	95
Peak Hour Factor	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510	0.9510
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	7	14	2	20	30	25	25	156	22	3	82	25
Total Analysis Volume [veh/h]	28	56	6	79	121	100	99	623	86	13	329	100
Presence of On-Street Parking	No		No	No		No	No		No	No		No
On-Street Parking Maneuver Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
Local Bus Stopping Rate [/h]	0	0	0	0	0	0	0	0	0	0	0	0
v_do, Outbound Pedestrian Volume crossing	0			0			0			0		
v_di, Inbound Pedestrian Volume crossing m	0			0			0			0		
v_co, Outbound Pedestrian Volume crossing	0			0			0			0		
v_ci, Inbound Pedestrian Volume crossing mi	0			0			0			0		
v_ab, Corner Pedestrian Volume [ped/h]	0			0			0			0		
Bicycle Volume [bicycles/h]	0			0			0			0		

Intersection Settings

Located in CBD	No
Signal Coordination Group	-
Cycle Length [s]	90
Active Pattern	Pattern 1
Coordination Type	Time of Day Pattern Coordinated
Actuation Type	Semi-actuated
Offset [s]	0.0
Offset Reference	Lead Green - Beginning of First Green
Permissive Mode	SingleBand
Lost time [s]	0.00

Phasing & Timing

Control Type	Split	Split	Split	Split	Split	Split	Protecte	Permiss	Permiss	Protecte	Permiss	Permiss
Signal Group	0	2	0	0	6	0	7	4	0	3	8	0
Auxiliary Signal Groups												
Lead / Lag	-	-	-	-	-	-	Lead	-	-	Lead	-	-
Minimum Green [s]	0	5	0	0	5	0	5	5	0	5	5	0
Maximum Green [s]	0	30	0	0	30	0	30	30	0	30	30	0
Amber [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
All red [s]	0.0	1.0	0.0	0.0	1.0	0.0	1.0	1.0	0.0	1.0	1.0	0.0
Split [s]	0	26	0	0	32	0	9	23	0	9	23	0
Vehicle Extension [s]	0.0	3.0	0.0	0.0	3.0	0.0	3.0	3.0	0.0	3.0	3.0	0.0
Walk [s]	0	5	0	0	5	0	0	5	0	0	5	0
Pedestrian Clearance [s]	0	17	0	0	17	0	0	14	0	0	14	0
Delayed Vehicle Green [s]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Rest In Walk		No			No			No			No	
l1, Start-Up Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
l2, Clearance Lost Time [s]	0.0	2.0	0.0	0.0	2.0	0.0	2.0	2.0	0.0	2.0	2.0	0.0
Minimum Recall		No			No		No	No		No	No	
Maximum Recall		No			No		No	No		No	No	
Pedestrian Recall		No			No		No	No		No	No	
Detector Location [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Detector Length [ft]	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Exclusive Pedestrian Phase

Pedestrian Signal Group	0
Pedestrian Walk [s]	0
Pedestrian Clearance [s]	0

Lane Group Calculations

Lane Group	C	R	C	R	L	C	C	L	C	C
C, Cycle Length [s]	90	90	90	90	90	90	90	90	90	90
L, Total Lost Time per Cycle [s]	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
l1_p, Permitted Start-Up Lost Time [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
l2, Clearance Lost Time [s]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
g_i, Effective Green Time [s]	6	6	13	13	7	54	54	1	49	49
g / C, Green / Cycle	0.06	0.06	0.14	0.14	0.08	0.60	0.60	0.02	0.54	0.54
(v / s)_i Volume / Saturation Flow Rate	0.05	0.00	0.12	0.07	0.06	0.20	0.20	0.01	0.12	0.13
s, saturation flow rate [veh/h]	1743	1506	1737	1506	1687	1772	1697	1687	1772	1633
c, Capacity [veh/h]	113	97	247	214	127	1062	1018	27	957	882
d1, Uniform Delay [s]	41.37	39.53	37.42	35.47	40.88	9.06	9.07	43.93	10.87	10.91
k, delay calibration	0.11	0.11	0.11	0.11	0.11	0.50	0.50	0.11	0.50	0.50
I, Upstream Filtering Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
d2, Incremental Delay [s]	9.38	0.26	6.24	1.58	9.85	0.87	0.91	13.30	0.56	0.63
d3, Initial Queue Delay [s]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Rp, platoon ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PF, progression factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

Lane Group Results

X, volume / capacity	0.75	0.06	0.81	0.47	0.78	0.34	0.34	0.49	0.23	0.24
d, Delay for Lane Group [s/veh]	50.74	39.79	43.66	37.05	50.73	9.94	9.98	57.24	11.43	11.54
Lane Group LOS	D	D	D	D	D	A	A	E	B	B
Critical Lane Group	Yes	No	Yes	No	No	No	Yes	Yes	No	No
50th-Percentile Queue Length [veh/ln]	2.10	0.13	4.62	2.08	2.48	3.49	3.36	0.38	2.32	2.21
50th-Percentile Queue Length [ft/ln]	52.59	3.27	115.62	52.07	61.88	87.15	83.90	9.57	57.90	55.15
95th-Percentile Queue Length [veh/ln]	3.79	0.24	8.15	3.75	4.46	6.28	6.04	0.69	4.17	3.97
95th-Percentile Queue Length [ft/ln]	94.67	5.88	203.80	93.73	111.39	156.88	151.02	17.22	104.22	99.27

Movement, Approach, & Intersection Results

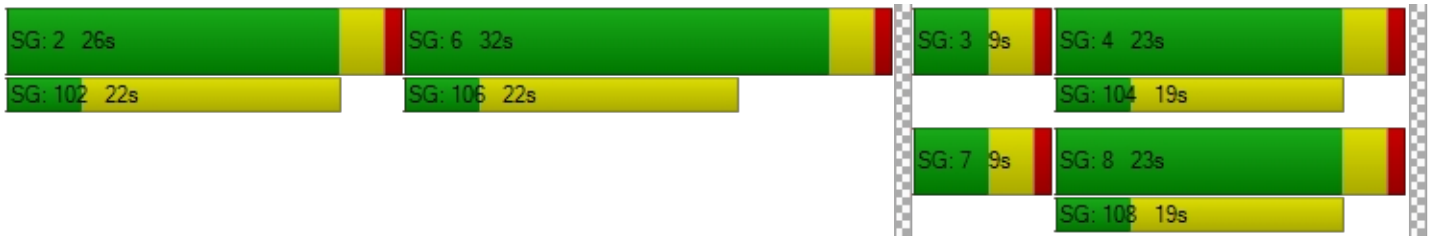
d_M, Delay for Movement [s/veh]	50.74	50.74	39.79	43.66	43.66	37.05	50.73	9.95	9.98	57.24	11.47	11.54
Movement LOS	D	D	D	D	D	D	D	A	A	E	B	B
d_A, Approach Delay [s/veh]	50.01			41.46			14.95			12.83		
Approach LOS	D			D			B			B		
d_I, Intersection Delay [s/veh]	21.15											
Intersection LOS	C											
Intersection V/C	0.376											

Other Modes

g_Walk,mi, Effective Walk Time [s]	9.0	9.0	9.0	9.0
M_corner, Corner Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
M_CW, Crosswalk Circulation Area [ft²/ped]	0.00	0.00	0.00	0.00
d_p, Pedestrian Delay [s]	36.45	36.45	36.45	36.45
l_p,int, Pedestrian LOS Score for Intersectio	2.208	2.268	2.548	2.526
Crosswalk LOS	B	B	B	B
s_b, Saturation Flow Rate of the bicycle lane	2000	2000	2000	2000
c_b, Capacity of the bicycle lane [bicycles/h]	489	622	422	422
d_b, Bicycle Delay [s]	25.69	21.36	28.01	28.01
l_b,int, Bicycle LOS Score for Intersection	1.708	2.055	2.226	1.924
Bicycle LOS	A	B	B	A

Sequence

Ring 1	2	6	3	4	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 2	-	-	7	8	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ring 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Intersection Level Of Service Report
Intersection 7: New York St at Project Driveway/Brockton Ave

Control Type:	Two-way stop	Delay (sec / veh):	16.2
Analysis Method:	HCM 7th Edition	Level Of Service:	C
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.118

Intersection Setup

Name											
Approach	Northbound			Southbound			Eastbound			Westbound		
Lane Configuration												
Turning Movement	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00			30.00			30.00			30.00		
Grade [%]	0.00			0.00			0.00			0.00		
Crosswalk	Yes			Yes			Yes			Yes		

Volumes

Name												
Base Volume Input [veh/h]	0	247	17	36	197	0	0	0	0	38	0	34
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	6	0	0	0	0	7	6	0	8	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	6	247	17	36	197	7	6	0	8	38	0	34
Peak Hour Factor	1.0000	0.8620	0.8620	0.8620	0.8620	1.0000	0.8620	0.8620	0.8620	0.8620	1.0000	0.8620
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	2	72	5	10	57	2	2	0	2	11	0	10
Total Analysis Volume [veh/h]	6	287	20	42	229	7	7	0	9	44	0	39
Pedestrian Volume [ped/h]	0			0			0			0		

Intersection Settings

Priority Scheme	Free	Free	Stop	Stop
Flared Lane			No	No
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance			No	No
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.03	0.00	0.00	0.02	0.00	0.01	0.12	0.00	0.05
d_M, Delay for Movement [s/veh]	7.71	0.00	0.00	7.92	0.00	0.00	15.54	14.74	9.69	16.17	15.95	11.36
Movement LOS	A	A	A	A	A	A	C	B	A	C	C	B
95th-Percentile Queue Length [veh/ln]	0.01	0.01	0.01	0.07	0.07	0.07	0.10	0.10	0.10	0.61	0.61	0.61
95th-Percentile Queue Length [ft/ln]	0.25	0.25	0.25	1.80	1.80	1.80	2.41	2.41	2.41	15.24	15.24	15.24
d_A, Approach Delay [s/veh]	0.15			1.20			12.25			13.91		
Approach LOS	A			A			B			B		
d_I, Intersection Delay [s/veh]	2.51											
Intersection LOS	C											

APPENDIX D

TRUCK TURNING DIAGRAM

ADJACENT PROPERTY
APN: 016901104
USE: AGRICULTURAL

ADJACENT PROPERTY
APN: 016901135
USE: COMMERCIAL

PROPOSED
DETENTION
BASIN

VEHICLE
STORAGE LOT

VEHICLE
STORAGE LOT

CARWASH

FQC

VEHICLE
STORAGE LOT

A+ SERVICE
BLDG

A SERVICE
PARTS
BLDG

PRES.
LANES

SALES
BLDG

TYP.

START

START

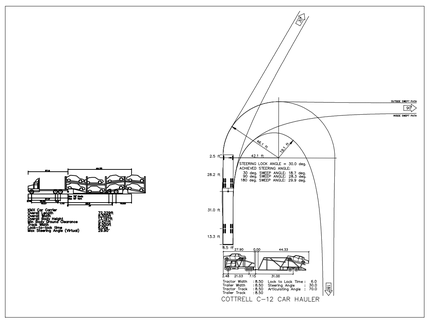
ADJACENT PROPERTY
APN: 016901137
USE: COMMERCIAL

NEW YORK STREET

Bob Hope Dr

LEGEND:

- CENTER LINE
- PROJECT PROPERTY LINE / RIGHT-OF-WAY
- DIVIDING PARCEL LINE LINE
- EASEMENT LINE / SETBACK LINE
- LANDSCAPE/PLANTER AREA
- DETECTABLE WARNING SYSTEM
- GRAVEL AREA
- CONCRETE AREA
- ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
- ACCESSIBLE PARKING SPACE
- SITE LIGHTING
- STD — STANDARD EV STALL
- STD/F — STANDARD EV/FUTURE STALL



GRAPHIC SCALE IN FEET
0 25 50 100

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ENTITLEMENT PLANS

JOHN POLLOCK R.C.E. 86160

NOT RELEASED FOR CONSTRUCTION

LATEST DA/PC

DRAWN BY:

CHECKED BY:

REVISIONS

REV#	DATE	DESCRIPTION	BY

CARMAX
THE AUTO SUPERSTORE
CARMAX, THE AUTO SUPERSTORES, INC.
12800 TUCKAHOE CREEK PARKWAY RICHMOND, VA 23238

STORE NUMBER 4033
BROCKTON AVENUE &
NEW YORK STREET,
REDLANDS, US 92374

BENCHMARK: BRASS DISK IN TOP OF CURB
@ SW CORNER TEXAS ST & LUGONIA AVENUE
12' WEST OF WEST END RETURN.
ELEVATION 1318.59 FEET.

PROJECT NO. 195440002
DATE 1/6/2023
SHEET TITLE
TRUCK TURN EXHIBIT
SHEET NO. C3.0

APPENDIX E

PRODUCTION FACILITY TRAFFIC INFORMATION

Redlands, CA - Production Facility

Employee and Traffic Data

Employees

Production: 170 Total Employees (Managers, Mechanical, Logistics, Reconditioning, Clerical)
50% 7am-3pm shift
50% 3pm-11pm shift

Truck Traffic

Inbound Trucks to Supply Production	Total Cars on Trucks per Week	330	cars to be delivered to Redlands site per week
	Daily Inbound Trucks	7.8	(6 cars per truck, avg over 7 days)
Outbound Trucks to Transfer Cars	Total Cars on Trucks per Week	260	cars to be carried out of Redlands site per week for transfers
	Daily Outbound Trucks (Transfer)	6.2	(6 cars per truck, avg over 7 days)
Outbound Trucks for Trade Ins	Total Cars on Trucks per Week	140	cars to be carried out of Redlands site per week for trade-ins
	Daily Outbound Trucks (Trade-In)	3.3	(6 cars per truck, avg over 7 days)

*Truck trips are assumed to come in with vehicles and leave with vehicles.

9.5 outbound trucks = approximately 20 total truck trips (inbound and outbound) per day

**Total truck trips estimated from the greater of either inbound or outbound trucks used for the site

SOCIO-ECONOMIC EVALUATION CHECKLIST FORM

BACKGROUND

1. Project Title: Amendment No. 52 to the East Valley Corridor Specific Plan (Specific Plan No. 40), CUP No. 1179, CRA No. 962

2. Lead Agency Name and Address:
City of Redlands
Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

Mailing Address:
City of Redlands
Development Services – Planning
P.O. Box 3005
Redlands, CA 92373

3. Contact Person and Phone Number: Ryan Murphy, Senior Planner, (909) 798-7555 ext. 7308

4. Project Location: The project site on the west side of New York Street at West Brockton Avenue, approximately 1,000 feet north of West Colton Avenue in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan (APNs: 0169-011-38-0000 and 0169-011-39-0000).

5. Project Sponsor's Name and Address: CarMax Auto Superstores, Inc., 12800 Tuckahoe Creek Parkway, Richmond, VA 23238

6. General Plan Designation: The General Plan provides two land use designations for the project site. Westerly portions of the two properties are designated for “Commercial” land use (totaling approximately 2.2 acres adjacent to the 210 Freeway), and remaining area of the parcels are within the “Commercial/Industrial” land use designation (totaling approximately 16.36 acres).

7. Zoning Designation: The project site is currently located within the General Commercial (EV/CG) zoning district of the East Valley Corridor Specific Plan.

8. Description of Project: The applicant proposes to amend the East Valley Corridor Specific Plan to allow pre-owned automobile sales as a conditionally permitted land use (without sales of new automobiles) within the Commercial General (EV/CG) District of the East Valley Corridor Specific Plan and construct/operate a pre-owned automobile sales and service/reconditioning facility consisting of a 4,958 square foot sales building, a 39,621 square foot service/reconditioning building, a 3,708 square foot quality control/auction building with 936 square foot non-public carwash, a private fuel tank/dispenser, and an outdoor vehicle storage lot approximately nine acres in size. Related site improvements include customer and employee parking lots, driveways and associated landscape areas, vehicle staging and storage areas. A Socio-Economic Cost/Benefit Study was prepared for the project.

9. Existing On-Site Land Use and Settings: The project site is currently vacant.

10. Surrounding Land Uses and Setting: To the north, is vacant land and a Home Depot shopping center with a drive through restaurant and gas station. To the west is the 210 freeway, to the south is an automobile dealership (Toyota of Redlands), and to the east is vacant land, Teledyne Battery and accessory parking areas, Bill & Wags towing service yard, and a service commercial shopping center.

11. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement): None.

COST BENEFIT FACTORS:

The cost benefit factors are evaluated independently using the cost benefit model. A positive or negative cost/benefit ratio will be derived by evaluating projects. A complete model used to evaluate the project is available in the Development Services Department. A summary of that analysis is provided here:

According to the Cost Benefit Model used by the City, the project is projected to result in annual non-residential revenues of $57,743.50 to the City upon project implementation, and annual ongoing costs of $4,772.10. The surplus is $52,971.40 annually. The cost benefit ratio has a factor of +12.10. The complete Cost/Benefit Model results are attached herein.

PUBLIC INFRASTRUCTURE AND EFFECT ON THE CITY OF REDLANDS:

Identify the public infrastructure required for development of this project and identify the source(s) of funding for these improvements. Identify the effects of such development upon the City of Redlands.

a) *List of public infrastructure required for the project:*

The applicant will provide the infrastructure as required by the Municipal Utilities and Engineering Department. The developer will be installing all required off-site improvements, including but not limited to:

- Traffic Signal at New York Street and Brockton Avenue
- Repaired and/or relocated sidewalks, curb and gutter
- Streetlights
- Utility laterals

b) *Sources of funding for these improvements to include developer installed payment of impact fees, assessment districts, etc.:*

The developer will be required to pay applicable Development Impact Fees and permit fees for self-funded improvements as required by the Redlands Municipal Code.

c) *The effect of the project upon the City of Redlands relative to public infrastructure is as follows:*

Apart from the new traffic signal at New York Street and Brockton Avenue, this project will utilize the existing public infrastructure systems within the City. This utilization of city infrastructure is offset by the payment of Development Impact Fees and construction of various infrastructure improvements to accommodate the new use.

BENEFITS OF THE PROJECT TO THE CITY OF REDLANDS

The following is a list of benefits that can be attributed to the proposed project. The benefits may fall into the categories identified or a miscellaneous category. Each benefit identified will be described in detail with supporting reasons as to how the item benefits the community.

A. Citrus Enhancements or Preservation. Does the project preserve citrus? The following are accepted ways to enhance or preserve citrus which may be determined to be a benefit to the City of Redlands.

1. Provide conservation easement(s) on citrus groves the City hopes to preserve.
2. Acquire citrus grove(s) and donate all or a portion of the grove to the City.
3. Enhance viability and productivity of existing groves by enhancing irrigation or adding frost water.
4. Maintain a viable buffer of citrus around the project (at least 3 rows).
5. Other ways to preserve citrus.

If this project provides benefit(s) that apply to citrus enhancement or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: There are no citrus trees that are currently on the subject property. The project site currently is vacant.

Based on historic aerial photographs, the project site and the surrounding parcels were orchards until the 1970's. The citrus groves that were on the subject property were removed prior to 1980. Based on the historic aerial photographs, there were no citrus or agricultural uses on the subject on the subject property since 1980, and the property has remained vacant.

B. Cultural Enhancements or Preservation. Does the project enhance or preserve cultural aspects of the community? The following are accepted ways to enhance and/or preserve cultural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes to "art in public places" concept to a minimum of 1% of total project

value.
2. Contributes to the alleviation of problems at cultural sites.
3. Provides an electronic library available to the public.
4. Enhances or contributes to current services or cultural resources.
5. Contribute to performing arts venues.

If this project provides benefit(s) that apply to cultural enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The proposed project will not directly provide benefit(s) that apply to cultural enhancements or preservation. However, the project will pay City established Development Impact Fees and provide additional revenue from increased property tax assessment, business license tax, and other revenue sources that will indirectly provide funding that will contribute to enhancing and/or maintaining some of the cultural facilities within the City.

C. Heritage Enhancements or Preservation. Does the project enhance or preserve heritage aspects of the community? The following are accepted ways to enhance and/or preserve heritage aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Renovates existing historic homes.
2. The project has design features which include garage doors do not face street; 50% wrap around porch on 1-1/2 sides; broad overhangs on roof; driveway located on the side of house or a circular drive; decorative wood, masonry or wrought iron fence.
3. Adaptive reuse of historic structures in appropriate zones.
4. Forming a new or annexing to an existing historic district.
5. Designation of a structure as an individual historic resource.

If this project provides benefit(s) that apply to heritage enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project site is currently vacant and no historic structures are present. As such there is no opportunity to enhance or preserve the heritage aspects of the community as these types of resources do not exist on-site.

D. Architectural Enhancements. Does the project enhance architectural aspects of the community? The following are accepted ways to enhance architectural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Provide architectural or decorative enhancements to the project which exceed normal architectural standards.
2. Trees or other landscaping amenities that exceed minimum requirements.

3. Contribution of off-site enhancements in the public right-of-way, such as sidewalk installation and street tree replacement.
4. Assisting in undergrounding of utility lines.

If this project provides benefit(s) that apply to architectural enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project:

The building façade will be constructed of a dark brown colored split-face and smooth concrete masonry unit (CMU) block that have smooth stucco exterior in light brown. A blue gabled standing seam metal roof characteristic of CarMax (maximum height of 27'4") is proposed for the sales building, which also employs blue tinted glazing and metal awnings at the pedestrian level.

Massing for the service/reconditioning building will be articulated by a tonal color banding around the building, and the addition of pilasters to break up long expanses of wall, while providing for variations in the roofline. The architectural treatments will be applied consistently to all building facades to create a cohesive look. Variated roof forms will be incorporated to distinguish the main customer entry points and the different to buildings. The roofline (height of 24'0") consists of a parapet with cornice features and is painted white. Roof-top equipment will be screened by a pre-finished earth-tone metal screen and parapet walls.

The proposed plant palette consists of a combination of trees, shrubs, and ground cover. The minimum landscaping requirement for auto dealerships in the EVCSP is 10% of landscaping, and the proposed project will exceed those requirements and provide 29% landscape coverage. The architecture that is proposed meets the minimum requirements of EVCSP but does not necessarily exceed standards.

E. Historic Downtown Enhancements or Preservation. Does the project enhance or preserve the historic downtown of the community? The following are accepted ways to enhance and/or preserve the historic downtown of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes financially to viability of core downtown within expanded downtown.
2. Renovate old buildings.
3. Within an expanded downtown extends DRBA streetscape enhancements.
4. Contributing to the restoration of original building facades of existing structures
5. Re-establishing historical "pedestrian oriented" street frontages where original buildings have been removed.
6. Provides unique adaptive use of historic building.
7. Contributes to alternative means of transportation.

If this project provides benefit(s) that apply to historic downtown enhancements or

preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project is not located within the historic downtown district. The project will pay City established Development Impact Fees and provide additional revenue from increased property tax assessment, business license tax, and other revenue sources that will indirectly provide funding that could be utilized to enhance and/or maintain the downtown district.

F. Job Enhancements. Does the project enhance jobs for the community? The following are accepted ways to enhance jobs for the community which may be determined to be a benefit to the City of Redlands.

1. Provides jobs for the community.
2. Brings in revenue from outside the city.
3. Internship opportunities for students at universities, high school and colleges.

If this project provides benefit(s) that apply to job enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The anticipated job creation at for the project is approximately 200 employees. Due to the location of the project site and the nature of the development, the project can be expected to provide a new source of employment for residents of the City of Redlands as well as residents of surrounding communities. The project will be bring in additional revenue to the City and businesses.

G. Open Space Enhancements or Preservation. Does the project enhance or preserve open space aspects of the community? The following are accepted ways to enhance and/or preserve open space within the community which may be determined to be a benefit to the City of Redlands.

1. Hardscape feature that enhances wildlife- water/food/ shelter.
2. Enhanced landscape on commercial project which conceals infrastructure.
3. Waterscaping which increases illusion of open space.
4. Provides open space in addition to zoning requirement.
5. Provides a Planned Residential Development
6. Provides a usable conservation easement across open space in perpetuity.
7. Preserves access for wildlife migration corridor.
8. Provides undisturbed refuge area for wildlife.

If this project provides benefit(s) that apply to open space enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project will provide landscaping improvements consisting of parking area landscaping planters exceeding minimum requirements. The project will

conceal related infrastructure which will be placed underground or screened with landscaping. The project site is located in an urbanized area that is surrounded primarily by commercial/industrial uses and no wildlife corridors or refuge areas are located on the site. Therefore, the project does not involve the preservation of any wildlife migration corridor or undisturbed refuge area.

H. Park Enhancements or Preservation. Does the project enhance or preserve parks of the community? The following are accepted ways to enhance and/or preserve parks within the community which may be determined to be a benefit to the City of Redlands.

1. Adds improved parkland.
2. Adds parkland beyond requirements.
3. Provides pedestrian and/or bike trails to parks or provides extension of existing pedestrian and/or bike trails from the project site.
4. Adds meeting rooms accessible to local groups on a frequent basis.
5. Improves or adds to existing landscape and/or street scape at or near the project site.

If this project provides benefit(s) that apply to park enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project site will be developed with curb, gutters, sidewalks, and landscape parkways. The project will pay City established Development Impact Fees and provide significant additional revenue from increased property tax assessment, business license tax, and other revenue sources that will directly and indirectly provide funding that may be used to benefit City parks.

I. Public Safety Enhancements. Does the project enhance public safety aspects of the community? The following are accepted ways to enhance public safety within the community which may be determined to be a benefit to the City of Redlands.

1. Security infrastructure is provided in an architecturally acceptable manner.
2. Exterior television monitoring on commercial project.
3. Provide a building site or fully equipped fire station or contributes to dedicated City account for future construction.
4. Provides significant additional fire equipment as determined by the Fire Department.
5. Provides for a police substation (subject to City approval).
6. Provides for a building site for a new facility.

If this project provides benefit(s) that apply to public safety enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: Security gates are decorative in nature and meet the design guidelines within the East Valley Corridor Specific Plan. In addition, it will be monitored my security

cameras. The project will pay Development Impact Fees which have been established by the City to fund public facilities, including police. The project will also provide significant additional revenue from increased property tax assessment, business license tax, and other revenue sources that may assist in funding police services.

J. School Enhancements. Does the project enhance schools or their operations within the community? The following are accepted ways to enhance schools within the community which may be determined to be a benefit to the City of Redlands.

1. Senior citizen development adds revenue but no impact.
2. Provides day care and after school program(s).
3. Project is close to schools serving the project.
4. Contributes equipment or other enhancements to existing day care and after school programs.
5. Assist schools with land or financing (such as Mello Roos).

If this project provides benefit(s) that apply to schools, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Project Site: The project is not a residential development and is not considered growth inducing in nature, either directly or indirectly. The project will pay State established school fees that will assist in the future funding of school facilities.

K. Traffic. Does the project reduce traffic, enhance systems to improve traffic conditions or otherwise improve traffic within the community? The following are accepted ways to improve traffic within the community which may be determined to be a benefit to the City of Redlands.

1. Provide financial mitigation which helps alleviate parking problems in town i.e. by contributing to the parking district.
2. Incorporate “traffic calming” elements into the design of the circulation system.
3. Support for alternative forms of public transportation or public transportation facilities.
4. Add biking and pedestrian access to off campus intellectual or entertainment resources.
5. Have a unique method of product/inventory delivery.

If this project provides benefit(s) that apply to traffic, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Project Site: Off-site improvements have been or will be installed in accordance with the East Valley Corridor Specific Plan and the Redlands General Plan Circulation Element. The project will also pay Development Impact Fees established by the City as a fair share contribution toward the development’s impacts on the local street system.

L. Wastewater System Enhancements. Does the project enhance the wastewater system

within the community? The following are accepted ways to improve the wastewater system within the community which may be determined to be a benefit to the City of Redlands.

1. Provide a dual system to use potable and non-potable water.
2. Provide financial contributions to tertiary facilities at the Wastewater Treatment Plant.
3. Improve water quality.

If this project provides benefit(s) that apply to the wastewater system, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project will comply with requirements of the City of Redlands. The Applicant has not proposed any special features related to water system enhancements. The proposed project would be served by the City of Redlands sewer collection system. The proposed project would generate wastewater that can be discharged to a municipal system with sufficient capacity.

M. Miscellaneous Preservation or Enhancements. Does the project enhance or preserve elements within the community?

If this project provides benefit(s) that apply to enhancement or preservation of elements that are important to the City, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project does not provide any additional enhancements or preservation of elements within the community than previously identified.

SOCIAL FACTORS POTENTIALLY AFFECTED:

This project may create unmitigable physical blight or overburden public services for those social factors checked below within the "Potentially Significant," “Potentially Significant Unless Mitigation” or "Less Than Significant" as indicated by the checklist on the following pages.

__ Agricultural/Citrus Removal	___ Police Services	___ Recreational Programs
__ Wildlife/Habitat	___ Downtown Impacts	___ Land Use Compatibility
__ Traffic	___ Residential Design	___ Schools
__ Fire Services	___ Cultural Facilities	
__ Paramedic Services	___ Park Facilities	

DETERMINATION

On the basis of this initial evaluation:

_X_ I find that the proposed project will not create unmitigable physical blight or overburden public services in the community, and no additional information or evaluation is needed.

___ I find that although the proposed project could create unmitigable physical blight or overburden public services in the community, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project by the applicant.

___ I find that the proposed project may create unmitigable physical blight or overburden public services in the community, and additional information or evaluation is needed in the following areas:

___ I find that the proposed project has already been evaluated for socio-economic impacts and the prior evaluation adequately evaluated this project.

Signed:



Ryan Murphy
Senior Planner
City of Redlands
May 31, 2024

EVALUATION OF SOCIAL FACTORS

Explanations of all "Potentially Significant," "Potentially Significant Unless Mitigation Incorporated," "Less Than Significant Impact," and "No Impact" answers are provided on the attached sheets.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AGRICULTURAL/CITRUS REMOVAL. Would the proposal:				
a) Affect agricultural resources or operations (e.g. impacts to soils or farmlands, or impacts from incompatible land uses)?	___	___	___	✓
b) Remove active citrus groves from production?	___	___	___	✓

Agricultural/Citrus Removal.

1.a,b) There are no citrus trees that are currently on the subject property. The project site currently is vacant.

Based on historic aerial photographs, the project site and the surrounding parcels were orchards until the 1970's. The citrus groves that were on the subject property were removed prior to 1980. Based on the historic aerial photographs, there were no citrus or agricultural uses on the subject on the subject property since 1980, and the property has remained vacant.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
2. WILDLIFE/HABITAT/OPEN SPACE PRESERVATION. Would the proposal:				
a) Eliminate or have negative impact upon wildlife corridors?	___	___	___	✓
b) Tend to urbanize open space impacting preservation and conservation of natural resources?	___	___	___	✓
c) Interfere with use of recognized trails used by joggers, hikers, equestrians or bicyclists?	___	___	___	✓

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Eliminate, reduce, or have any negative impact upon wildlife habitat areas to include the protection of fringe or buffer areas?	___	___	___	✓

Wildlife/Habitat/Open Space Preservation.

2.a) The project site is within an urbanized area and is not known as an area that contains biological resources or wildlife corridors. Based on available historic aerial photographs, the site has been graded and vacant since 1980, and formerly had citrus groves until the 1970s. The site does not contain sensitive plant species that would support wildlife foraging.

2.b) The subject site is located in an urbanized area. The General Plan designation for the site is Commercial and the use is conditionally permitted within the General Commercial (EV/CG) land use designation of the East Valley Corridor Specific Plan, as amended. The project will not impact open space preservation and conservation of natural resources.

2.c) The project does not interfere with any existing recognized trails used by joggers, hikers, equestrians or bicyclists as the project site is not within close proximity to any existing recognized trails. The project will be conditioned to construct off-site improvements as required by the Municipal Utilities and Engineering Department.

2.d) The project site is located within an urbanized area. The project will not eliminate, reduce, or have any negative impact upon wildlife habitat areas to include the protection of fringe or buffer areas. The project site is currently vacant, located within an urbanized area, and is surrounded by development. Overall, the site is not a significant habitat area for any species.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
3. TRAFFIC. Would the proposal:				
a) Result in increased vehicle trips or congestion?	___	___	✓	___
b) Create additional traffic so as to be in conflict with the policies of the General Plan?	___	___	✓	___

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Does traffic impact livability of a residential neighborhood on streets which, due to design or terrain features, street side development or other factors, have greater than usual sensitivity to increased traffic?	___	___	___	✓
d) Create additional traffic so as to increase the level of service on roadways that are adjacent to or in the vicinity of the project?	___	___	___	✓

Traffic Impacts.

3.a,b,d) The project is estimated to generate approximately 552 trips on a daily basis, with 15 trips in the morning peak hour and 27 trips in the evening peak hour. The applicant estimates that approximately 170 total "production" employees over 2 shifts (7:00 AM to 3:00 PM; and 3:00 PM to 11:00 PM) on a daily basis. With this scheduling, the applicant estimates that employees would arrive and exit their shifts during non-peak hours of adjacent street traffic. As a result, the concludes that the "production" employees will not generate additional peak hour traffic. Data estimates provided by the applicant show that there will be 10 car carrier trucks per day to the project site, for a total of 20 truck trips per day. Using these estimates prepared by CarMax that were based on their site operation characteristics, the study concludes that the addition of the proposed project does not degrade the Levels of Service below the current Levels of Service grade. Therefore, the proposed project is forecast to result in no substantial transportation impacts.

3.c) The project site is within an area designated for commercial uses as allowed by the underlying zoning district. Access to the project site will be taken from New York Street, which is designated as a Collector Street. The project site will provide a two-way driveway along New York Street, as well as an additional entry point via along New York Street at the north boundary of the project. The main entrance/exit will provide access to the parking lots and to the loading areas located in the interior yards along the south/west elevation of the buildings. The site is located adjacent to commercial development to the north and south and is otherwise surrounded by the freeway to the west and commercial/industrial uses to the east, and the traffic generated by the project will not impact the livability of the surrounding businesses or streets as there is a range of development within the vicinity of the project site.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
4. FIRE AND PARAMEDIC SERVICES. Will the proposal result in:				
a) Requiring fire and paramedic services that are beyond the current capabilities of the Fire Department?	___	___	✓	___
b) An increase in response time for essential fire or paramedic services to the remainder of the community?	___	___	✓	___
c) The need for additional fire or paramedic facilities or equipment?	___	___	✓	___

Fire and paramedic services.

4.a) According to the 2035 General Plan, the site is not within an area that is a high fire danger area. The project will incorporate fixed fire protection systems which will mitigate any impacts relative to this issue.

4.b) The City of Redlands Fire Department will provide fire and emergency medical services to the Project. Other services include the household hazardous waste disposal site, CPR classes, sharps container exchange program, blood pressure checks and public education programs. Station No. 263 is in the closest proximity to the project site, and services are financed through the General Fund. The new city services required by this project would be able to be supported by the City of Redlands Fire Department and will not have a not have a significant impact on fire or paramedic services to the remainder of the community.

4.c) Present capabilities of the Fire Department will not require additional fire or paramedic facilities or equipment as a result of this project. The project will pay Development Impact Fees which have been established by the City to fund public facilities, including fire and paramedic services. Also, the project will provide additional revenue from increased property tax assessment, business license tax, and other revenue sources that will assist in funding fire operations.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
5. POLICE SERVICES. Would the proposal result in:				

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Requiring police services that are beyond the current capabilities of the Police Department?	___	___	✓	___
b) An increase in response time for essential police services to the remainder of the community?	___	___	✓	___
c) The need for additional police facilities or equipment?	___	___	✓	___
d) Increase in crime as a result of the type of business?	___	___	✓	___

Police Services.

5.a-d) Present capabilities of the Redlands Police Department would not be adversely impacted with project development; however, cumulatively the project will along with future development, require increased police services. The project will pay Development Impact Fees which have been established by the City to fund public facilities, including police. The project will also provide additional revenue from increased property tax assessment, business license tax, and other revenue sources that may assist in funding police services.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
6. DOWNTOWN IMPACTS. Would the proposal result in:				
a) A reduction of the number or types of businesses located in the downtown?	___	___	___	✓
b) An unfair or unreasonable competitive disadvantage to existing businesses downtown?	___	___	___	✓
c) Creation of vacant buildings and the potential for blight?	___	___	___	✓
d) Cause an unreasonable increase in traffic downtown?	___	___	___	✓

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Economic and social effects of businesses competing with downtown businesses?	___	___	___	✓

Downtown Impacts.

6.a-e) The project site will consist of a shopping center and two drive thru restaurants that are located northwest of the City's downtown area. The proposed project does not have the ability to negatively affect the businesses located within the Downtown Business District as the proposed project is not located within the vicinity of the Downtown Business District.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
7. RESIDENTIAL DESIGN. Would the proposal:				
a) Conflict with existing codes and or standards?	___	___	___	N/A
b) Meet minimum point standards of the Residential Development Allocation process?	___	___	___	N/A

Residential Design.

7.a,b) No part of this project contains a residential component. No further additional information or evaluation is needed.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
8. CULTURAL FACILITIES. Would the proposal result in:				
a) Impacts to an historic residential structure, neighborhood, or district?	___	___	___	✓
b) Impacts to an historic commercial structure or district?	___	___	___	✓

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Impacts to cultural facilities such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Center, Community Center, etc.?	___	___	___	✓
d) Have the potential to cause a physical change which would affect unique ethnic cultural values?	___	___	___	✓
e) Potential to disturb existing religious facilities	___	___	___	✓
f) Impact or restrict religious or sacred uses.	___	___	___	✓

Cultural Facilities.

8.a,b) There are no historic residential structures on the project site, nor is the project site located within a historic neighborhood or district.

8.c) As the project is located away from any cultural facilities and is not growth inducing in nature, cultural facilities such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Center, Community Center, etc., will not be impacted by the construction of the proposed project. The project will pay Development Impact Fees and provide an increase in revenue to the City from increased property tax assessment, business license tax, and other revenue sources that may assist in providing funding for existing cultural facilities. Thus, the project will not have an adverse impact to cultural facilities.

8.d) No part of this project has the potential to affect unique ethnic cultural values.

8.e,f) No part of this project will result in impacts to existing religious facilities or restrict religious uses.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
9. PARK FACILITIES AND RECREATIONAL PROGRAMS. Will the proposal result in:				

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increases in use or demand for park facilities or programs to include manpower, facilities or equipment?	___	___	___	✓
b) A ratio of parkland to population which exceeds standards and or goals established by the General Plan?	___	___	___	✓

Park Facilities and Recreational Programs.

9.a,b) The proposed project does not consist of a residential component. Therefore, the project will not adversely affect existing or planned park facilities or recreational programs within the City nor create a significant new demand for additional recreational facilities. The project will pay development impact fees and provide an increase in revenue to the City from increased property tax assessment, business license tax, and other revenue sources that may assist in providing funding that could be used to benefit park facilities and recreational programs.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
10. LAND USE COMPATIBILITY. Would the proposal result in:				
a) Land uses that are not compatible or consistent with the General Plan?	___	___	✓	___
b) Economic impacts on businesses and small property owners from a project?	___	___	✓	___
c) Physical separation or division of an existing community?	___	___	___	✓
d) Loss of jobs for the community?	___	___	___	✓
e) Overcrowding of housing?	___	___	___	✓

Land Use Compatibility.

10.a) The majority of the project site (totaling approximately 16.36 acres) are within the “Commercial/Industrial” land use designation, and the northwest corner of the project site is designated for “Commercial” land use (totaling approximately 2.2 acres adjacent to the 210 Freeway). The Commercial/Industrial land use category designates areas where certain types of commercial and light industrial uses may

be compatibly located. The project is located within the Commercial/Industrial (EV/CG) District of the East Valley Corridor Specific Plan which allows for automobile dealerships. While used automotive dealerships as a primary use are not permitted, a Specific Plan Amendment is proposed that will permit them subject to the same standards as regular auto dealerships. If the Specific Plan Amendment is approved, the project will not result in land uses that are incompatible or inconsistent with the General Plan or surrounding area.

10.b) The proposed project is consistent with the General Plan Land Use Designation as Commercial. The proposed project conforms to the development standards for the EV/CG District of the EVCSP. The project does not pose an economic impact on businesses or small property owners, as it is located in an area that supports and is adjacent to regional scale commercial development. The retail components that are proposed provide services that are generally corporate in nature that would not impact small retail businesses located in the City.

10.c) The subject property will be developed with a shopping center and two drive thru restaurants within an area designated for commercial uses. Nearby parcels of land have previously been developed with similar uses, or are designated for commercial development. The proposed project has been designed to be compatible with the surrounding development.

10.d) The project will result in approximately 200 new jobs, in addition to temporary construction jobs. No job loss will result from this project.

10.e) No residential component is proposed as part of the project. Based upon the absence of a residential component, no part of this project has the potential to result in overcrowding of the current housing stock within the City.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
11. SCHOOLS. Would the proposal result in:				
a) Creating an overcapacity in schools?	___	___	___	✓
b) The need for additional school facilities or equipment?	___	___	___	✓
c) Land uses not consistent with or compatible with existing educational facilities in community?	___	___	___	✓
d) Social or academic impacts on students resulting from school closures.	___	___	___	✓

Schools.

11.a-d) Based on the absence of a residential component to this project and a determination that the project will not manifest a growth-inducing impact, the project does not have the potential to adversely impact schools. Any potential direct and/or indirect impacts attributable to the project will be offset through the payment of State established school fees assessed at the time of building permit issuance.

TABLE 1
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

LAND USE	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035	TOTAL	
RESIDENTIAL UNITS												
RURAL LIVING (0.2 - 0.4 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
HIGH DENSITY (0 - 27.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
TOTAL, RESIDENTIAL UNITS	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE, RESIDENTIAL UNITS	0	0	0	0	0	0	0	0	0	0	NA	
PROJECT RESIDENTS /1												
RURAL LIVING (0.4 - 0.2 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
HIGH DENSITY (0 - 27 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
TOTAL, PROJECT RESIDENTS	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE, PROJECT RESIDENTS	0	0	0	0	0	0	0	0	0	0	NA	
CUMULATIVE PROJECT ACREAGE /2												
RURAL LIVING (0.4 - 0.2 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
HIGH DENSITY (0 - 27 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
CUMULATIVE, PROJECT ACREAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
LAND NON-RESIDENTIAL ACRES, ANNUAL /3												
RETAIL	7.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.4	DEVELOPER
INDUSTRIAL	9.0	0	0	0	0	0	0	0	0	0	9.0	DEVELOPER
OTHER NON-RESIDENTIAL	0.0	0	0	0	0	0	0	0	0	0	0.0	
ANNUAL TOTAL, NON-RESIDENTIAL	16.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.4	
LAND NON-RESIDENTIAL ACRES, CUMULATIVE												
RETAIL	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	7.4	NA	
INDUSTRIAL	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	NA	
OTHER NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL	16.4	16.4	16.4	16.4	16.4	16.4	16.4	16.4	16.4	16.4	NA	
LAND NON-RESIDENTIAL EDU'S, CUMULATIVE /4												
RETAIL	44.4	44.4	44.4	44.4	44.4	44.4	44.4	44.4	44.4	44.4	NA	
INDUSTRIAL	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	NA	
OTHER NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL EDU'S	98.4	98.4	98.4	98.4	98.4	98.4	98.4	98.4	98.4	98.4	NA	
BUILDING NON-RESIDENTIAL SQ.FT., ANNUAL												
RETAIL	4,958	0	0	0	0	0	0	0	0	0	4,958	DEVELOPER
INDUSTRIAL	43,329	0	0	0	0	0	0	0		0	43,329	DEVELOPER
OTHER NON-RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	0	
ANNUAL TOTAL, NON-RESIDENTIAL	48,287	0	0	0	0	0	0	0	0	0	48,287	
BUILDING NON-RESIDENTIAL SQ.FT., CUMULATIVE												
RETAIL	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	4,958	NA	
INDUSTRIAL	43,329	43,329	43,329	43,329	43,329	43,329	43,329	43,329	43,329	43,329	NA	
OTHER NON-RESIDENTIAL	0	0	0	0	0	0	0	0	0	0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL	48,287	48,287	48,287	48,287	48,287	48,287	48,287	48,287	48,287	48,287	NA	

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

NOTES:

1. Average number of residents per Dwelling Unit ("DU") provided by the California Department of Finance.
   Residents per DU = 2.801 OTHER

2. Assumes residential acreage per unit of the following:

Rural Living (less than 0.2 - 0.4 du/acre)	NA
Very-Low-Density Residential (0 - 2.7 du/acre)	NA
Low-Density Residential (0 - 6.0 du/acre)	NA
Low-Medium-Density Residential (0 - 8.0 du/acre)	NA
Medium-Density Residential (0 - 15.0 du/acre)	NA
High Density (0 - 27.0 du/acre)	NA

3. Assumes average non-residential site coverage of the following (based on the General Plan):

Retail	25.0%
Industrial	50.0%
Other Non-Residential	0.0%

4. Assumes non-residential equivalent dwelling units of the following:
   EDUs per acre = 6.0 OTHER

GENERAL PLAN BUILDOUT	PROJ. Sq. Ft.*	F.A.R.*	Projected Acreage	
RETAIL	8,646,200	0.30	661.63	
INDUSTRIAL	10,048,400	0.40	576.70	OTHER
OTHER NON-RESIDENTIAL	21,641,990	0.45	1,104.07	
	40,336,590		2,342.40	

*As disclosed in the General Plan

Typical Home Size: 2,835 OTHER
Estimated Equivalency: 6.07

TABLE 2
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

ASSESSED VALUATION ASSUMPTIONS

RESIDENTIAL		
RURAL LIVING ASSESSED VALUE	$0	
VERY-LOW-DENSITY ASSESSED VALUE	$0	
LOW-DENSITY ASSESSED VALUE	$0	
LOW-MEDIUM-DENSITY ASSESSED VALUE	$0	
MEDIUM-DENSITY ASSESSED VALUE	$0	
HIGH DENSITY ASSESSED VALUE	$0	
NON-RESIDENTIAL		
RETAIL ASSESSED VALUE	$735.58	DEVELOPER
INDUSTRIAL ASSESSED VALUE	$0.00	
OTHER NON-RESIDENTIAL ASSESSED VALUE	$0.00	

SECURED PROPERTY TAX ASSUMPTIONS

NET APPORTIONMENT FACTORS AS A FRACTION OF 1.0% TAX RATE

PROPERTY TAXES PASSED THROUGH TO CITY /1: 20.00% CITY

1. Based on amount disclosed in the adopted 1998-99 budget.

UNSECURED PROPERTY TAX ASSUMPTIONS

RESIDENTIAL:
UNSECURED TAXES AS A % OF SECURED: 2.75% CITY

NON-RESIDENTIAL:
UNSECURED TAXES AS A % OF SECURED: 10.00%

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035
SECURED ASSESSED VALUE CALCULATION:										
ANNUAL ASSESSED VALUES (YEARLY INCREASE)										
RESIDENTIAL										
RURAL LIVING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
VERY-LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
HIGH DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL										
RETAIL	$3,647	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL	$3,647	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL YEARLY VALUATION INCREASE:	$3,647	$0	$0	$0	$0	$0	$0	$0	$0	$0
CUMULATIVE ASSESSED VALUES										
RESIDENTIAL										
RURAL LIVING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
VERY-LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
HIGH DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL										
RETAIL	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647
INDUSTRIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647
TOTAL CUMULATIVE ASSESSED VALUE	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647	$3,647
SECURED PROPERTY TAX REVENUE CALCULATION:										
CITY OF REDLANDS										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$7	$7	$7	$7	$7	$7	$7	$7	$7	$7
TOTAL SECURED TAX REVENUES TO CITY	$7	$7	$7	$7	$7	$7	$7	$7	$7	$7
UNSECURED PROPERTY TAX REVENUE CALCULATION:										
CITY OF REDLANDS										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
TOTAL UNSECURED TAX REVENUES TO CITY	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
TOTAL PROPERTY TAXES TO CITY	$8	$8	$8	$8	$8	$8	$8	$8	$8	$8

TABLE 3
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

RESIDENTIAL INDIRECT SALES TAX GENERATION ASSUMPTIONS		
AVERAGE HOUSEHOLD INCOME ASSUMPTIONS:		
WEIGHTED AVERAGE RESIDENTIAL PRICE	$0	
AVERAGE RESIDENTIAL MORTGAGE (20% DOWN)	$0	
ANNUAL MORTGAGE PAYMENTS @ 6.50% & 30 YEARS	$0	CITY
AVG. HOUSEHOLD INCOME (3:1 INCOME/PAYMENT RATIO):	$0	
RETAIL TAXABLE EXPENDITURE (% OF INCOME):	25.0%	
PROJECT RESIDENTS' PURCHASES OUTSIDE PROJECT AND WITHIN INCORPORATED CITY:	50.0%	

BUSINESS DIRECT SALES & USE TAX GENERATION ASSUMPTIONS		
SALES TAXES PASSED THROUGH TO CITY, APPLIED TO COSTS: /1	1.00%	CITY
MEASURE 'I' TAXES PASSED THROUGH TO TRANSIT AUTHORITY	0.00%	
LOCAL TRANSPORTATION SALES TAXES	0.00%	
DISPLACED EXISTING CITY SALES TAX	33.33%	
PROJECT RETAIL TAXABLE SALES PER SQ. FT:		
RETAIL	$1,236.79	DEVELOPER
INDUSTRIAL	$0.00	
OTHER NON-RESIDENTIAL	$0.00	

PROPERTY TRANSFER TAX ASSUMPTIONS		
RESIDENTIAL PROPERTY TURNOVER RATE	10.00%	CITY
BUS & COM PROPERTY TURNOVER RATE	5.00%	
TRANSFER TAX AS A % OF RESALE DOLLAR	0.11%	
PROPERTY TRANSFER TAX PASSED THROUGH TO CITY	50.00%	

1. Based on amount passed through to city in the adopted 1997-98 budget.

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035
SALES & USE TAX REVENUE CALCULATION (CUMULATIVE):										
INDIRECT SALES TAX GENERATION										
RESIDENTIAL TAXABLE EXPENDITURES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL TAXABLE PURCHASES WITHIN CITY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RESIDENTIAL SALES TAX GENERATION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
DIRECT SALES TAX GENERATION										
RETAIL TAXABLE SALES	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132
INDUSTRIAL TAXABLE SALES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL TAXABLE SALES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUB-TOTAL DIRECT TAXABLE SALES	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132	$6,132
LESS: DISPLACED EXISTING CITY SALES TAX	$2,044	$2,044	$2,044	$2,044	$2,044	$2,044	$2,044	$2,044	$2,044	$2,044
TOTAL DIRECT TAXABLE SALES	$4,088	$4,088	$4,088	$4,088	$4,088	$4,088	$4,088	$4,088	$4,088	$4,088
TOTAL DIRECT SALES TAX GENERATION	$41	$41	$41	$41	$41	$41	$41	$41	$41	$41
TOTAL PROJECT SALES & USE TAX REVENUES, APPLIED TO COSTS	$41	$41	$41	$41	$41	$41	$41	$41	$41	$41
RESIDENTIAL MEASURE 'I' SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL MEASURE 'I' SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RESIDENTIAL LOCAL TRANSPORTATION SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL LOCAL TRANSPORTATION SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT SALES & USE TAX REVENUES, FOR TRANSPORTATION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROPERTY TRANSFER TAX CALCULATION (CUMULATIVE):										
RESIDENTIAL PROPERTY TRANSFER TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NON-RESIDENTIAL PROPERTY TRANSFER T AXES	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10	$0.10
TOTAL ANNUAL PROPERTY TRANSFER TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 4
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

BUSINESS LICENSE FEE REVENUE		FRANCHISE FEES (PER CAPITA)			TRANSIENT OCCUPANCY TAX
RESIDENTIAL	NA		RESIDENTIAL	NON-RESIDENTIAL	NUMBER OF AVAILABLE HOTEL ROOMS
NON-RESIDENTIAL		TOTAL FRANCHISE	$16.71	$16.71	OCCUPANCY RATE
BUSINESS LICENSE FEES ARE CHARGED AT A RATE EQUAL					AVERAGE BILLING RATE PER ROOM
TO $12 FOR THE FIRST $5,000 IN GROSS SALES, PLUS $3					% PASSED THROUGH TO CITY
FOR EACH ADDITIONAL $5,000 INCREMENT IN GROSS SALES.					AVERAGE YEARLY OCCUPANCY REVENUES TO CITY

FISCAL YEAR	($s x1,000)	end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035
BUSINESS LICENSE FEE REVENUE												
RESIDENTIAL												
RURAL LIVING			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VERY-LOW-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOW-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOW-MEDIUM-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MEDIUM-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
HIGH DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
TOTAL RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NON-RESIDENTIAL												
RETAIL			$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
INDUSTRIAL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL			$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
TOTAL, BUSINESS LICENSE FEE REVENUE			$4	$4	$4	$4	$4	$4	$4	$4	$4	$4
FRANCHISE FEE REVENUE												
RESIDENTIAL FRANCHISE FEES			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL FRANCHISE FEES			$1.644	$1.644	$1.644	$1.644	$1.644	$1.644	$1.644	$1.644	$1.644	$1.644
TOTAL, FRANCHISE FEE REVENUE			$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TRANSIENT OCCUPANCY TAX REVENUE												
TOTAL, TRANSIENT OCCUPANCY TAX REVENUE			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 5
CITY OF REDLANDS : MODEL
OTHER REVENUE AND REVENUE SUMMARY
FISCAL IMPACT ANALYSIS

OTHER GENERAL REVENUES (PER CAPITA METHOD) /1	
OTHER TAXES /2	$10.86
OTHER REVENUES	$6.96
COMMUNITY DEVELOPMENT	NA
LIBRARY	NA
POLICE DEPARTMENT	NA
POLICE - ANIMAL CONTROL	NA
POLICE - RECREATION	NA
POLICE - SENIOR SERVICES	NA
FIRE	NA
PUBLIC WORKS	NA
SUBTOTAL, OTHER REVENUES PER CAPITA:	$17.83

INCOME FROM INVESTMENTS		
EFFECTIVE INTEREST	2.50%	OTHER

1. See Appendix for calculation of per capita multipliers. For items without values, a net cost technique is being employed.
2. Other Taxes includes Public Safety Sales Tax.

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035
PER CAPITA REVENUES										
OTHER TAXES										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
TOTAL, OTHER TAXES	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
OTHER REVENUES										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
TOTAL, OTHER LICENSES, PERMITS & FINES	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
COMMUNITY DEVELOPMENT										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, STATE REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LIBRARY										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, FEDERAL REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE DEPARTMENT										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, CITY ATTORNEY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - ANIMAL CONTROL										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, ENGINEERING SERVICES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - RECREATION										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, FIRE DEPARTMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - SENIOR SERVICES										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, JOSLYN CENTER	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FIRE										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, LIBRARY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PUBLIC WORKS										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, PARKS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL PER CAPITA REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL PER CAPITA REVENUES	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TOTAL PER CAPITA REVENUES	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TOTAL RESIDENTIAL CASE STUDY REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL CASE STUDY REVENUES	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54
TOTAL CASE STUDY REVENUES	$54	$54	$54	$54	$54	$54	$54	$54	$54	$54
RESIDENTIAL REV AVAILABLE FOR INV. INCOME	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL REV AVAILABLE FOR INV. INCOME	$56	$56	$56	$56	$56	$56	$56	$56	$56	$56
TOTAL REVENUES AVAILABLE FOR INVESTMENT INCOME	$56	$56	$56	$56	$56	$56	$56	$56	$56	$56
RESIDENTIAL INVESTMENT INCOME	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL INVESTMENT INCOME	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1
TOTAL INVESTMENT INCOME	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 6
CITY OF REDLANDS : MODEL
POLICE DEPARTMENT, FIRE DEPARTMENT, PUBLIC WORKS & PER CAPITA COSTS
FISCAL IMPACT ANALYSIS

POLICE DEPARTMENT COSTS

RESIDENTIAL CALLS	16,562	CITY
COST PER DWELLING UNIT	$295	
NON-RESIDENTIAL RETAIL CALLS	8,987	
COST PER BUILDING SQUARE FOOT	$0.47	
NON-RESIDENTIAL INDUSTRIAL CALLS	344	
COST PER BUILDING SQUARE FOOT	$0.02	
OTHER NON-RESIDENTIAL CALLS	7,948	
COST PER BUILDING SQUARE FOOT	$0.42	
MISCELLANEOUS CALLS /2	17,628	
TOTAL CALLS	51,469	

1. Based on Net Cost and number of calls to residential or non-residential properties.
2. Based on conversations with the Police Chief, these incidences are not related to residences or businesses in the City.

EXISTING DWELLING UNITS	25,984	CITY
EXISTING NON-RESIDENTIAL SQUARE FOOTAGE	8,824,690	

RESIDENTIAL FIRE DEPARTMENT COSTS [1]

RESIDENTIAL CALLS	3,579	CITY
COST PER DWELLING UNIT	$168	
NON-RESIDENTIAL RETAIL CALLS	446	
COST PER BUILDING SQUARE FOOT	$0.06	
NON-RESIDENTIAL INDUSTRIAL CALLS	155	
COST PER BUILDING SQUARE FOOT	$0.02	
OTHER NON-RESIDENTIAL CALLS	1,459	
COST PER BUILDING SQUARE FOOT	$0.20	
MISCELLANEOUS CALLS /2	1,988	
TOTAL CALLS	7,627	

1. Based on Net Cost and number of calls to residential or non-residential properties.
2. Based on information from Fire Chief, these incidences are not related to residences or businesses in the City.

PUBLIC INFRASTRUCTURE REQUIREMENTS /1

ROADS (LANE MILES)	0.0	DEVELOPER
TRAFFIC INTERSECTIONS REQUIRING SIGNALS	0.0	
AGGREGATE LANDSCAPING (ACRES)	0.0	
PARK ACREAGE (GROSS)	0.0	
STREET LIGHTS	3.0	DEVELOPER
OPEN SPACE (ACRES)	0.0	
TRAILS (LINEAL MILE)	0.0	
STORM DRAINS (MILES)	0.0	

1. Infrastructure should exclude privately maintained facilities.

PUBLIC WORKS MAINTENANCE COSTS

PAVEMENT MAINTENANCE PER LANE MILE /1	$5,000	CITY
STREET SWEEPING PER CURB MILE - ALL STREETS /1	$9	
TRAFFIC SIGNAL OPERATIONS & MAINTENANCE PER INTERSECTION /1	$5,560	
LANDSCAPE MAINTENANCE PER ACRE /1	$12,500	
PARK MAINTENANCE PER ACRE /1	$7,000	
STREET LIGHT MAINTENANCE COST PER LIGHT /1	$125	
OPEN SPACE MAINTENANCE PER ACRE /2	$125	
TRAIL MAINTENANCE PER LINEAL MILE /2	$500	
STORM DRAIN MAINTENANCE PER MILE /2	$750	

1. Based on consultations with the City of Redlands Public Works Department.
2. Based on consultant's experience.

CITY GENERAL GOVERNMENT COSTS*

CITY COUNCIL	$174,090
CITY CLERK	$285,939
CITY MANAGER	$314,819
FINANCE	$605,155
CITY TREASURER	$2,875,064
CITY ATTORNEY	$1,159,167
TOTAL, CITY GENERAL GOVERNMENT COSTS	$5,414,234

*Costs have been reduced to reflect department specific revenues.

CITY GENERAL GOVERNMENT COSTS CONTINUED

TOTAL CITY OPERATING BUDGET*	##########
*Excludes Debt Service, Utilities and Capital Improvements.	
OVERHEAD AS A % OF OPERATING BUDGET	11.04%
OVERHEAD AS A % OF DIRECT COSTS	12.41%
OVERHEAD BY DEFINITION CAUSING NO COST	0.00%
OVERHEAD AS % OF DIRECT, AVERAGE	6.20%

OTHER NET COSTS (PER CAPITA METHOD) /1

COMMUNITY DEVELOPMENT	$29.49
LIBRARY	$28.43

1. See Appendix for calculation of per capita multipliers.

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035
CITY DIRECT COSTS										
POLICE DEPARTMENT COSTS										
RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL RETAIL	$2.337	$2.337	$2.337	$2.337	$2.337	$2.337	$2.337	$2.337	$2.337	$2.337
NON-RESIDENTIAL INDUSTRIAL	$0.782	$0.782	$0.782	$0.782	$0.782	$0.782	$0.782	$0.782	$0.782	$0.782
OTHER NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, POLICE DEPARTMENT COSTS	$3.119	$3.119	$3.119	$3.119	$3.119	$3.119	$3.119	$3.119	$3.119	$3.119
FIRE DEPARTMENT COSTS										
RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL RETAIL	$0.306	$0.306	$0.306	$0.306	$0.306	$0.306	$0.306	$0.306	$0.306	$0.306
NON-RESIDENTIAL INDUSTRIAL	$0.929	$0.929	$0.929	$0.929	$0.929	$0.929	$0.929	$0.929	$0.929	$0.929
OTHER NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, FIRE DEPARTMENT COSTS	$1.235	$1.235	$1.235	$1.235	$1.235	$1.235	$1.235	$1.235	$1.235	$1.235
PUBLIC WORKS COSTS										
PAVEMENT MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STREET SWEEPING	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TRAFFIC SIGNAL OPERATION	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
LANDSCAPE MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
PARK MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STREET LIGHT MAINTENANCE	$0.375	$0.375	$0.375	$0.375	$0.375	$0.375	$0.375	$0.375	$0.375	$0.375
OPEN SPACE MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TRAIL MAINTENANCE	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STORM DRAIN MAINTENANCE	$0.019	$0.019	$0.019	$0.019	$0.019	$0.019	$0.019	$0.019	$0.019	$0.019
TOTAL, PUBLIC WORKS COSTS	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394
COMMUNITY DEVELOPMENT										
RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, COMMUNITY DEVELOPMENT	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
LIBRARY										
RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, LIBRARY	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
CITY DIRECT COSTS										
RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394
TOTAL, CITY DIRECT COSTS	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394	$0.394
CITY GENERAL GOVERNMENT COSTS										
RESIDENTIAL	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024
TOTAL, CITY GENERAL GOVERNMENT COSTS	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024	$0.024

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 7
CITY OF REDLANDS : MODEL
FISCAL IMPACT ANALYSIS DETAILED SUMMARY

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035	% OF TOTAL
ONGOING REVENUES											
SECURED PROPERTY TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$7	$7	$7	$7	$7	$7	$7	$7	$7	$7	12.63%
UNSECURED PROPERTY TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	1.26%
TRANSFER PROPERTY TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.17%
SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$41	$41	$41	$41	$41	$41	$41	$41	$41	$41	70.80%
MEASURE 'I' SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LOCAL TRANSPORTATION SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TRANSIENT OCCUPANCY TAX											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
FRANCHISE FEE REVENUES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	2.85%
BUSINESS LICENSE REVENUES											
RESIDENTIAL	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00%
NON-RESIDENTIAL	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	6.39%
OTHER TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	1.73%
OTHER REVENUES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	1.73%
COMMUNITY DEVELOPMENT											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LIBRARY											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE DEPARTMENT											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - ANIMAL CONTROL											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - RECREATION											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - SENIOR SERVICES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
FIRE											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
PUBLIC WORKS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
INVESTMENT INCOME REVENUES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	2.44%
TOTAL RESIDENTIAL REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL NON-RESIDENTIAL REVENUES	$58	$58	$58	$58	$58	$58	$58	$58	$58	$58	100.00%
TOTAL ON-GOING REVENUES	$58	$58	$58	$58	$58	$58	$58	$58	$58	$58	
ONGOING COSTS											
POLICE DEPARTMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$3	$3	$3	$3	$3	$3	$3	$3	$3	$3	65.35%
FIRE DEPARTMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$1	$1	$1	$1	$1	$1	$1	$1	$1	$1	25.89%
PUBLIC WORKS DEPARTMENT COST											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	8.25%
GENERAL GOVERNMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.51%
COMMUNITY DEVELOPMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LIBRARY COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL RESIDENTIAL COSTS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL NON-RESIDENTIAL COSTS	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	100.00%
TOTAL ON-GOING COSTS	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$53	$53	$53	$53	$53	$53	$53	$53	$53	$53	
TOTAL ANNUAL ONGOING SURPLUS/(DEFICIT)	$53	$53	$53	$53	$53	$53	$53	$53	$53	$53	
ANNUAL RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	
TOTAL ANNUAL REVENUE/COST RATIO	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	

TABLE 8a
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS SUMMARY (Residential Only))

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035
ONGOING REVENUES										
TOTAL RESIDENTIAL REVENUES	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
ONGOING COSTS										
TOTAL RESIDENTIAL COSTS	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
ANNUAL RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TABLE 8b
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS SUMMARY (Commercial Only)

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035
ONGOING REVENUES										
TOTAL NON-RESIDENTIAL REVENUES	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435
ONGOING COSTS										
TOTAL NON-RESIDENTIAL COSTS	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10

TABLE 8c
CITY OF REDLANDS : MODEL
FISCAL IMPACT ANALYSIS SUMMARY (MIXED)

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035	% OF TOTAL
ONGOING REVENUES											
TOTAL RESIDENTIAL REVENUES	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	0.00%
TOTAL NON-RESIDENTIAL REVENUES	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	100.00%
TOTAL ON-GOING REVENUES	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	$57.7435	
ONGOING COSTS											
TOTAL RESIDENTIAL COSTS	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	0.00%
TOTAL NON-RESIDENTIAL COSTS	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	100.00%
TOTAL ON-GOING COSTS	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	$4.7721	
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	
TOTAL ANNUAL ONGOING SURPLUS/(DEFICIT)	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	$52.9714	
ANNUAL RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	
TOTAL ANNUAL REVENUE/COST RATIO	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	12.10	

TABLE 9
CITY OF REDLANDS : MODEL
SCHOOL FEE MITIGATION (SB 50)
FISCAL IMPACT ANALYSIS

RESIDENTIAL SCHOOL FEE MITIGATION

DEVELOPER FEE REVENUE PER SINGLE FAMILY DETACHED UNIT /1	$3,113
DEVELOPER FEE REVENUE PER MULTI-FAMILY ATTACHED UNIT /2	$1,431
DEVELOPER FEE REVENUE PER MOBILE HOME /3	$1,212

STUDENT GENERATION FACTORS

ELEMENTARY SCHOOL	
SFD	0.2260
MFA	0.1362
Mobile Home	0.1068
MIDDLE SCHOOL	
SFD	0.1310
MFA	0.0574
Mobile Home	0.0548
HIGH SCHOOL	
SFD	0.1690
MFA	0.0565
Mobile Home	0.0493

SCHOOL DIST

	Capacity	Acreage	SBE 50 fees
Elementary	600	10	$5,200
Middle School	1000	20	$5,500
High School	2200	50	$7,200

FISCAL YEAR ($s ×1,000) end of:	YEAR 1 2026	YEAR 2 2027	YEAR 3 2028	YEAR 4 2029	YEAR 5 2030	YEAR 6 2031	YEAR 7 2032	YEAR 8 2033	YEAR 9 2034	YEAR 10 2035	TOTAL
CITY OF REDLANDS											
ANNUAL PROJECTED RESIDENTIAL DEVELOPMENT											
SFD	0	0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
STUDENT PROJECTIONS											
ELEMENTARY											
SFD	0	0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
MIDDLE SCHOOL											
SFD	0	0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
HIGH SCHOOL											
SFD	0	0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
ANNUAL SCHOOL FEE MITIGATION											
ELEMENTARY											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
									Total	$0	
MIDDLE SCHOOL											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
									Total	$0	
HIGH SCHOOL											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
									Total	$0	
TOTAL SCHOOL FEE MITIGATION											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	

INITIAL STUDY
Used-Car Retail Development and Refurbishing Facility Project and Amendment No. 51 to the East Valley Corridor Specific Plan
CITY OF REDLANDS, CALIFORNIA

Prepared for:

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SECTION 1.0 – PROJECT DESCRIPTION AND ENVIRONMENTAL SETTING

1.1 PROJECT PURPOSE AND BACKGROUND

The Project Applicant is proposing the construction of a pre-owned automobile sales and service/reconditioning facility within the East Valley Corridor Specific Plan area of the City of Redlands (City). The development will consist of a sales building, service/reconditioning building, final Quality Control building, a non-public carwash, private fuel tank/dispenser, automobile sales display area (retail), vehicle staging areas (reconditions, sales, inspection and pick-up/drop-off), public parking lots, truck loading/unloading driveways and associated landscaped areas (Proposed Project or Project).

The Proposed Project will include an amendment to the Specific Plan General Commercial District to allow pre-owned automobile sales as a conditional use permitted land use (without sales of new automobiles). The automobile refurbishing and reconditioning facility is a conditionally permitted use.

1.2 PROJECT LOCATION AND SITE CHARACTERISTICS

1.2.1 Project Site Location

The Proposed Project site is located within undeveloped parcels in the City of Redlands, in San Bernardino County, west of New York Street at West Brockton Avenue (adjacent to Interstate 210 [I-210]), between an existing home improvement retailer (to the north), and automobiles dealership (to the south) (Project site) as shown on Figure 1. The Project site is vacant and regularly disced for weed abatement. The Project site is located within the East Valley Corridor Specific Plan (Specific Plan) at the following Associated Parcel Numbers (APNs): APN 0169-011-39, APN 0169-011-38.

1.2.2 General Plan/Zoning

The Project site is zoned as Commercial (City 2022a). The Redlands General Plan Land Use Map provides two land use designations for the project site. Westerly portions of the two properties are designated for "Commercial" land use (totaling approximately 2.2 acres adjacent to the 210 Freeway), and remaining area of the parcels are within the "Commercial/Industrial" land use designation (totaling approximately 16.36 acres)(City 2022b) Zoning to the north and south of the Project site is EV/CG, to the east are Agricultural (A-1) and Industrial (M-1), and to the west is the I-210. Existing uses surrounding the Project site are a home improvement retailer to the north, automobile dealership to the south, and undeveloped properties and various commercial buildings to the east.

The General Commercial District area within the Specific Plan may contain major department stores, professional headquarters, small customer, and specialty businesses, eating establishments, and regional shopping centers as well as a variety other business. Retail sales of goods for automobiles, automobile rentals, and car washes are permitted uses. Repair and servicing facilities are allowed for any article which is permitted to be sold in this General Commercial District.

1.3 PROJECT DESCRIPTION

The Proposed Project includes Commission Review and Approval No. 962, which would include the construction of a pre-owned automobile sales, refurbishing, and reconditioning facility with outdoor vehicle storage. The Project site will be constructed on undeveloped parcels west of New York Street and east of the I-210 on parcels 0169-001-38 and 0169-011-39 on approximately 18.627 acres.

Additional components of the project include: a Specific Plan Amendment to the East Valley Corridor Specific Plan (to allow pre-owned automobile sales without the sale of new vehicles as a conditionally permitted use), and a Conditional Use Permit (CUP). Project details are described further below.

1.3.1 Circulation

The site is proposed to be publicly accessed from a single full movement driveway on New York Street, that will be directly aligned with the Brockton Avenue intersection. An additional driveway for test drives only and emergency access with Knox Box access only will be at the north end of the sales/display lot. The customer and employee parking area will be located on the southern side of the site, adjacent to New York Street and the existing automobile dealership to the south. In addition to passenger vehicle parking, four car-carrier loading spaces are provided in the southwestern portion of the lot. A paved and striped area known as the vehicle sales display area will be located along the northeast portion of the property and will be surrounded by a low guardrail system for security purposes. This sales display area is the "outdoor showroom" for vehicles available for retail purchase. Vehicular access to the sales display area is secured with embassy-style security gates and pedestrian access is only available by passing through the building's sales offices. A paved area known as the vehicle staging area will be located to the west and north side of the property and will be surrounded by a 6-foot high masonry wall for screening and security purposes. This staging area is the Project's "back of house" area where vehicles are staged while awaiting inspection, sales, reconditioning, or pickup for distribution elsewhere. Access to the non-public staging area will also be secured with embassy-style security gates.

1.3.2 Site Plan

The buildings on-site are centered on the property as shown in Figure 2. The sales building (4,958 square feet (SF) will be the most prominent building as it fronts all three areas of the site (public parking lot/sales display area/staging area) while the service/reconditioning building (39,621 SF), Final Quality Control (FQC) building (2,772 SF), and non-public carwash (936 SF) are located primarily within the screened staging area. The sales building and service/reconditioning/FQC/carwash buildings are connected by a pass-through "presentation" lane (1,204 SF) where vehicles are exchanged between customers and employees. The total building square footage proposed for the site is 49,491 SF. The development details are provided below:

BUILDING	SQUARE FOOTAGE/ACRES
Sales and Administration	4,958 SF
Production	39,621 SF
Non-Public Car Wash / FQC	3,708 SF
Presentation Lane	1,204 SF
Total Building Area	1.24 acres
Pavement/Impervious Areas	12.1 acres
Landscape/Grass Areas	5.22 acres
Total Area	18.63acres
Customer/Employee Parking Spaces	Customers/Employees: 292 Spaces Sales Display Area: 304 Spaces Production: 1105 Spaces

1.3.3 Architecture

The proposed building facade will be constructed of earth-tone colored split face and smooth concrete masonry unit (CMU) block along with large glazing areas. Massing will be articulated by a tonal color banding in the CMU. The architectural treatments will be applied consistently to all building facades to create a cohesive look. Variated roof forms will be incorporated to distinguish the main customer entry points to the building. These entry features will be constructed of white exterior insulation and finish system (EIFS) pilasters and a blue standing seam gable roof with the company logo above the entry doors. Roof-top equipment will be screened by a pre-finished earth-tone metal Roof Top Unit (RTU) screen and parapet walls.

1.3.4 Landscape and Site Drainage

Landscaping will be incorporated into the public parking lot, around the perimeter of the site. Landscaping will include deciduous trees and shrubs, evergreen shrubs, sod, wood mulch, and rock mulch. All landscaping will be designed to meet the City's Water Efficient Landscape requirements.

The majority of runoff from the site will be intercepted by inlets and swales that convey the flows downstream to an infiltration basin for detention. The detention basin will infiltrate stormwater and discharge additional runoff directly into the California Department of Transportation (Caltrans) Channel via an outlet pipe. Each inlet is being sized to limit ponding depths to less than the curb height of 6 inches.

1.3.5 Site Lighting and Security

The Proposed Project will use light-emitting diode (LED) lighting fixtures mounted on 26-foot-tall light poles for visibility and security. Fixtures will be fully cut off and downcast to reduce light spill onto adjacent properties. Security at the Project site will use interior and exterior security cameras that are tied to its Home Office security system for safety and inventory protection.

1.3.6 Production/Reconditioning

The Proposed Project will acquire its pre-owned vehicle inventory from its customers and the general public at its retail stores or by purchasing wholesale pre-owned vehicles from third party sellers. Those vehicles purchased from the public, meeting company standards for sale at its retail facility, are prepared for sale through the reconditioning process described below. Inventory that does not meet the company standards for sale to retail customers (due to age, mileage, customization, the level of reconditioning required, or the like) will be transported off-site to other wholesale facilities.

The reconditioning process consists of inspection and reconditioning. The proposed reconditioning facility will contain parking areas for associates, a secured parking area for inventory arriving or departing from the facility, loading, and unloading areas for vehicle transporters, and a fully conditioned and enclosed service building with a paint booth. The reconditioning facility will also be equipped with an attached FQC building and attached carwash building along with fuel pumps for fueling inventory vehicles.

The reconditioning facility only performs work on internal inventory, and it is not open to the public. Likewise, the carwash and fuel pumps located on-site are used only for the reconditioning process by the company associates/employees.

1.3.7 Construction

Construction of the Proposed Project will require multiple workers using equipment such as loaders, pick-up trucks, a backhoe, a water truck for dust suppression, a crane, an asphalt paver, and excavators. Project materials will be staged on-site. The Project site will be excavated and graded to construct the proposed buildings and internal driveways and parking lots. Engineered fill will be used beneath building structures, exterior slabs, and pavements. Approximately 1,506 cubic yards of fill will be imported to the site. An existing sewer line on-site will be left in place. Excavated soils will be kept on-site.

The Project is expected to break ground in 2025 and be completed by 2026. Construction activities will take place from 7:00 a.m. to 6:00 p.m. Monday through Saturday. No construction work will occur on Sundays or holidays per the City's Community Noise Control Section Chapter 8.06 of the Municipal Code (City 2023).

1.3.8 Operations

Store management will set operating hours closer to the opening date; however, the showroom (retail sales) areas are typically open to the public Monday through Saturday from 9:00 a.m. to 9:00 p.m. with more limited hours on Sundays. Associates will be present at the store several hours before and after the public operating hours. Service/reconditioning operations will be up to 24 hours a day, 7 days a week for company operations and not for the general public.

There will be approximately 32 sales/administration employees on-site 12 hours daily 6 days per week (10 a.m.-9 p.m.). The production facility will employ 170 total employees, split in half between two 8-hour shifts (7 a.m.-3 p.m. and 3 p.m.-11 p.m.). Therefore, during daytime work hours, there will be up to 117 total employees on-site between 8 a.m. and 9 p.m.

1.4 REQUIRED PERMITS AND APPROVALS

Reviewing Agencies include those agencies that do not have discretionary authority but may review the Initial Study and Negative Declaration for adequacy and accuracy. Responsible Agencies have discretionary approval authority for a project and may rely on this IS/MND for their independent decision-making process. Potential Reviewing Agencies and Responsible Agencies include the following:

Responsible Agencies

- California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW)- Permit for Domestic Water Supply

Reviewing Agencies

- South Coast Air Quality Management District (SCAQMD) - Permit to Construct a Gasoline Dispensing Facility and compliance with Rules 402,1151, and 1171

1.4.1 Permits and Approvals

The following permits and approvals may be required prior to construction of the Project:

- Commission Review & Approval permit for Site Plan review

- Grading Permit
- Building Permit
- Compliance with National Pollutant Discharge Elimination System (NPDES) Construction General Permit by the Regional Water Quality Control Board (RWQCB)
- Conditional Use Permit for the proposed land use(s)
- South Coast Air Quality Management Plan (AQMD) permit(s), if applicable, for automobile painting operations and Gasoline Dispensing Facility.

1.5 RELATED TECHNICAL STUDIES

The following technical studies have been prepared to evaluate the proposed project's environmental effects, and are hereby incorporated by reference. Appropriate references are included in the text of this Initial Study in the applicable sections and the studies are included as appendices.

- Air Quality Assessment
- Health Risk Assessment
- Biological Resources Letter Report
- Cultural Resources Survey and Study Letter Report
- Geotechnical Engineering Report
- Greenhouse Gas (GHG) Emissions Assessment
- Phase 1 Environmental Site Assessment
- Preliminary Water Quality Management Plan
- Hydrology and Hydraulics (Drainage Report)
- Acoustic Assessment
- Traffic Study

Figure 1 - Project Vicinity Map

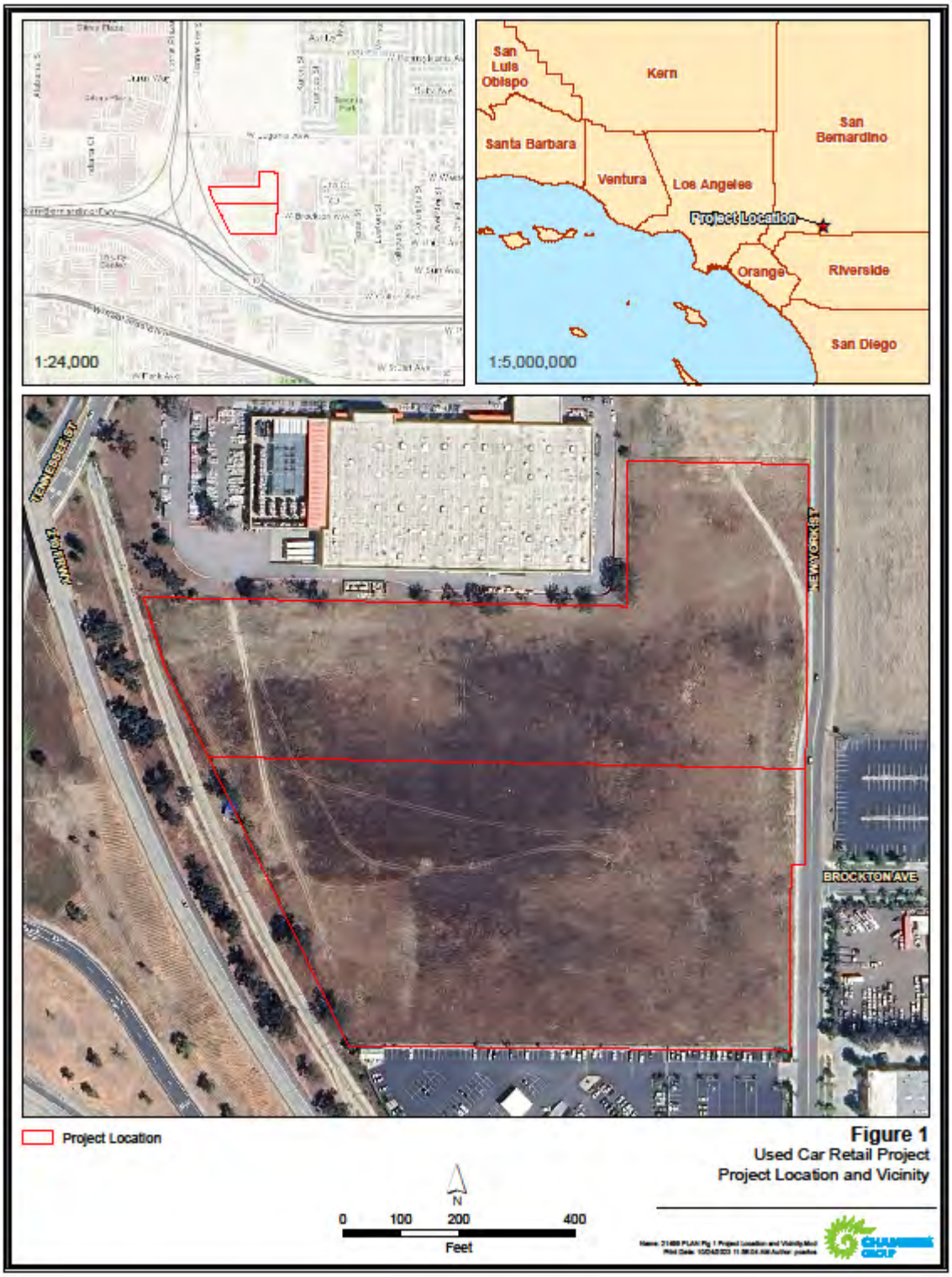
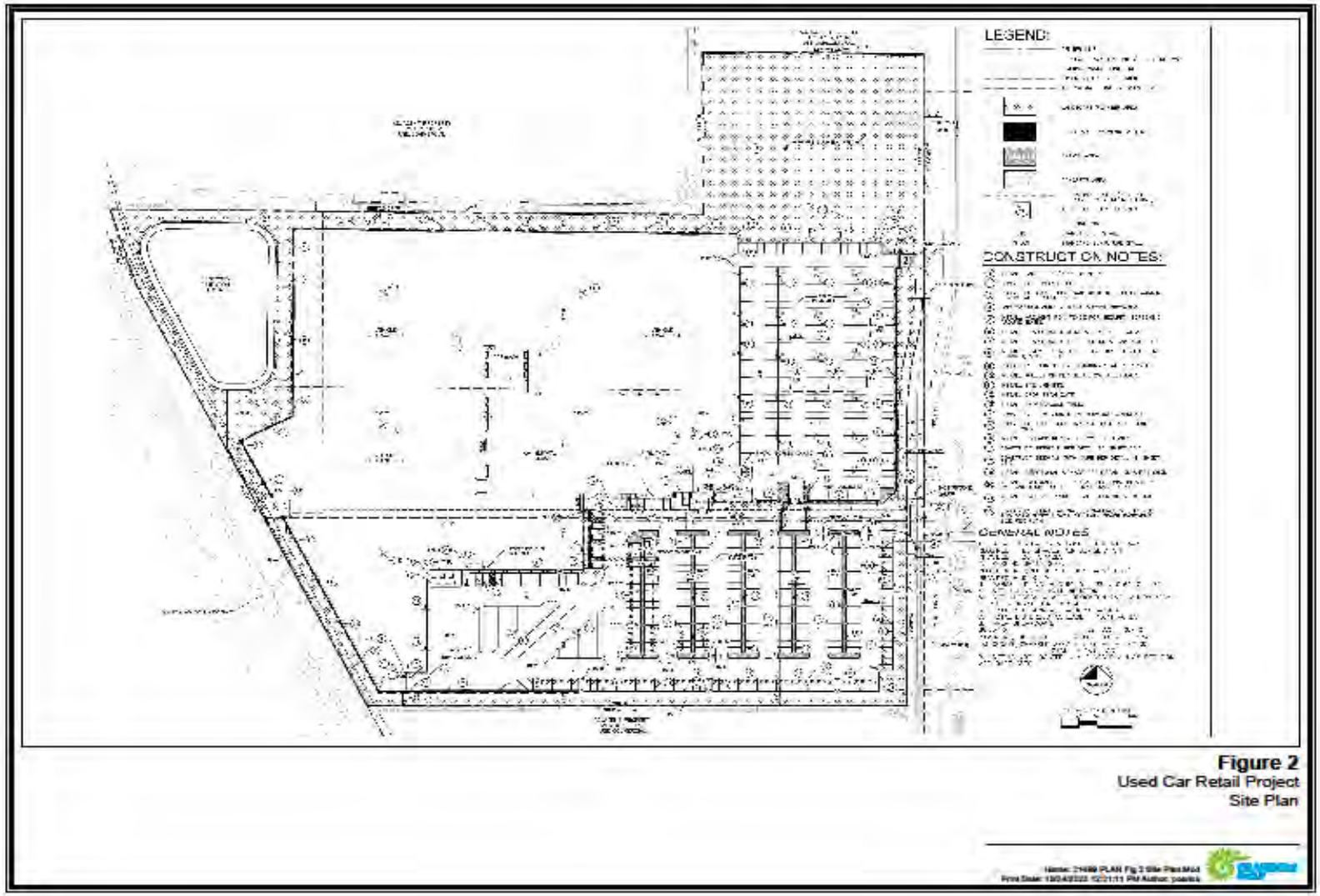


Figure 2 – Preliminary Site Plan



SECTION 2.0 – ENVIRONMENTAL DETERMINATION

2.1 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would potentially be affected by this project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the checklists on the following pages. For each of the potentially affected factors, mitigation measures are recommended that would reduce the impacts to less than significant levels.

☐ *Aesthetics*	☐ *Agriculture and Forestry Resources*	☐ *Air Quality*
☒ *Biological Resources*	☒ *Cultural Resources*	☐ *Energy*
☒ *Geology /Soils*	☐ *Greenhouse Gas Emissions*	☒ *Hazards & Hazardous Materials*
☐ *Hydrology /Water Quality*	☐ *Land Use / Planning*	☐ *Mineral Resources*
☐ *Noise*	☐ *Population / Housing*	☐ *Public Services*
☐ *Recreation*	☐ *Transportation*	☒ *Tribal Cultural Resources*
☐ *Utilities /Service Systems*	☐ *Wildfire*	☒ *Mandatory Findings of Significance*

2.2 DETERMINATION

On the basis of this initial evaluation:

1. I find that the proposed project **could not** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared. ☐
2. I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared. ☒
3. I find the proposed project **may have a significant effect** on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required. ☐
4. I find that the proposed project **may have a "potentially significant impact" or "potentially significant unless mitigated impact"** on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed. ☐
5. I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or Negative Declaration pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required. ☐



Signature	May 2, 2024 Date
Ryan Murphy Name	Senior Planner Title

SECTION 3.0 – EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if substantial evidence exists that an effect may be significant. If one or more "Potentially Significant Impact" entries are marked when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a. Earlier Analysis Used. Identify and state where they are available for review.

    b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. The explanation of each issue should identify:

   a. the significance criteria or threshold, if any, used to evaluate each question; and

   b. the mitigation measure identified, if any, to reduce the impact to less than significant.

**Note: Instructions may be omitted from final document.*

SECTION 4.0 – INITIAL STUDY CHECKLIST

4.1 AESTHETICS

1.	**AESTHETICS.** **Except as provided in Public Resources Code Section 21099, would the project:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
(b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☒	☐
(c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
(d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

4.1.1 Impact Analysis

a) Would the project have a substantial adverse effect on a scenic vista?

Less than Significant. As described in the General Plan EIR, scenic vistas within the City include scenic corridors and views to open spaces, canyonlands, hillsides, groves, and the San Bernardino Mountains. Current and future scenic drives are identified within Chapter 2, Distinctive City, of the General Plan. The General Plan indicates that specific development standards have been adopted by Resolution to protect identified scenic highways, drives, and historic streets.

The project site has a Home Depot to the north, a car dealership to the south, residential neighborhoods to the east, and the intersections of Interstate 10 (I-10) and I-210 and Tennessee Street to the west. California Department of Transportation has indicated I-10 near Redlands is a Scenic Highway location from milepost 0 to milepost 49.5 (Caltrans 2020). The project site is not visible from either scenic segment of highways. Although I-10 passes by the project area, the scenic segment starts approximately 0.67 miles to the southeast from the Project site. The scenic portion of the roadway is towards the east away from the Project site. Highway 38/Orange Street is an eligible scenic Highway on the California Department of Transportation (Caltrans) State Scenic Highway Map. This segment is approximately 0.82 miles northeast of the Project site over commercial buildings and

residential neighborhoods. As a result, implementation of the proposed project would not have a substantial adverse impact on a scenic vista character or damage scenic resources within a State scenic highway; therefore, impacts would be less than significant.

b) *Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

Less Than Significant. As described in a) above, the project site is surrounded by commercial businesses, freeways, and residential neighborhoods. The facility's maximum height at the peak of the roof is 27 feet and 4 inches, which would not block any scenic views due to the relatively flat topography of the site.

The proposed building facade will be earth-tone colored. Massing will be articulated by tonal color banding. All equipment on the roof will be screened with earth toned metal RTUs and parapet walls. These architectural treatments will be applied to all building facades to create a neutral, cohesive look. This architectural design will complement the neighboring businesses. The City of Redlands Architectural Guidelines encourages these design elements and provides a supplement to the development architectural standards of districts outside of the Downtown Area (City 2009). Therefore, the project would not degrade the existing visual character or public views of the site and surroundings resulting in a less than significant impact.

c) *Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

No Impact. As described in a) above, the Project site is surrounded by commercial businesses, freeways, and residential neighborhoods. The project site is on relatively flat ground in the City. The facility has a maximum height of 27 feet and 4 inches and would not affect a scenic vista; therefore, there would be no impact.

d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less Than Significant. The outdoor lighting will be LED lighting fixtures mounted on 26-foot poles for visibility and security. These fixtures will be shielded to reduce light spill onto adjacent properties. The proposed project would increase the amount of light in the area because it is a vacant lot with no lighting present. Construction may have security lighting during night hours. Refurbishing of vehicles would occur 24 hours a day, 7 days a week, resulting in an increase of lighting in the area. However, although the project area would increase lighting within the area, compliance with City standards for exterior lighting for new developments, as established by the City's General Plan Action 2-A.35, would reduce this impact to a less than significant level.

Additionally, due to the nature of the project, the proposed car retail facility could result in a new source of substantial glare. The project as proposed would conform to applicable zoning requirements, and specific plan requirements of adhering to all architectural standards to prevent the project from utilizing high gloss or reflective materials with properties that would have the potential to result in adverse glare effects. Additionally, the perimeter of the site will incorporate landscaping including trees and shrubs in accordance with specific plan requirements. With adherence to the City's

design standards and specific plan requirements, adverse effects associated with light and/or glare would be less than significant.

4.2 AGRICULTURE & FORESTRY RESOURCES

2.	**AGRICULTURE & FOREST RESOURCES. (In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
(b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
(c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
(d)	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
(e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or the conversion of forest land to non-forest use?	☐	☐	☒	☐

4.2.1 Impact Analysis

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. Prime farmland is land that has a combination of characteristics to be used as cropland, pasture, rangeland, and forest land. According to the Department of Conservation (DOC) California Important Farmland Finder mapping system, the Project site is designated as grazing land. Grazing

land is defined as follows: "Land on which the existing vegetation is suited to the grazing of livestock. This category is used only in California and was developed in cooperation with the California Cattlemen's Association, University of California Cooperative Extension, and other groups interested in the extent of grazing activities" (DOC 2022a).

The Proposed Project area is not zoned for agricultural or farmland use, nor is it proposed to be used for farming and other agricultural purposes. The Project site is proposed to be used for commercial purposes, which is consistent with the surrounding uses. The Project site is not designated as Prime Farmland, Farmland of Statewide Importance, or Unique Farmland. Therefore, implementation of the proposed project would not convert Prime Farmland, Farmland of Statewide Importance, or Unique Farmland to a non-agricultural use. No impact would occur, and no mitigation is required.

b) *Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact. While the DOC indicates that the Project site is designated as grazing land, the Project site is located within a commercial district of the Specific Plan (City 2006). It is not zoned for agricultural uses, nor is the Project being proposed to be rezoned for agricultural use. Therefore, the Proposed Project would not conflict with existing zoning for agricultural use, or a Williamson Act contract.

c) *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. The DOC designates the Project site to contain grazing land (DOC 2022a). However, the Project site is within the commercial district of the Specific Plan. While there is existing vegetation and trees along the outer boundaries of the Project site, the area is not designated for forest or timberland use. The trees would not be removed during construction. The Proposed Project would not conflict with existing zoning or cause rezoning of forest or timberland zones. Therefore, the Proposed Project would not conflict with existing zoning for forest or Timberland Production, resulting in no impact.

d) *Would the project result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. As discussed in the previous section, the Project site is not designated for forest or timberland use nor is it zoned for forest uses. The Project site is located within the commercial district of the Specific Plan and is proposed to be utilized for commercial purposes. Therefore, the Proposed Project would not result in the loss of forest land or conversation of forest land to non-forest use due to its zoning and lack of forest habitats, resulting in no impact.

e) *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or the conversion of forest land to non-forest use?*

Less than Significant Impact. The Project site is zoned as commercial, with a home improvement retailer to the north, automobile dealership to the south, and undeveloped properties and various commercial buildings to the east. West of the Project site is the I-210. While there are existing vegetation and trees around the exterior of the Project boundary, the Project site is not zoned for farmland or forest uses. The Project proposes to utilize the site for automobile related operations.

The Proposed Project would not involve changes in the existing environment involving conversion of farm and forest land to non-agricultural and forest uses. Impacts therefore would be less than significant.

4.3 AIR QUALITY

3.	AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
(b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
(c)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
(d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

4.3.1 Impact Analysis

Kimley-Horn and Associates, Inc. (Kimley-Horn) prepared an Air Quality Assessment for the proposed Project, dated May 2023. The Air Quality Assessment was prepared to evaluate the potential construction and operational emissions associated with the Proposed Project and determine the level of impact it would have on the environment. The results of the Air Quality Assessment indicate that the Proposed Project would have a less than significant impact with regard to air quality. The following impact analysis uses data from the Air Quality Assessment. The complete report can be found in Appendix A.

Kimley-Horn also completed a Health Risk Assessment (HRA) for the Proposed Project, dated January 2024. The purpose of this HRA is to evaluate potential health risks associated with Toxic Air Contaminants (TAC), including Diesel Particulate Matter (DPM), resulting from construction of the proposed Project. The HRA, located in Appendix B, was prepared in accordance with the requirements of the SCAQMD and guidance from the Office of Environmental Health Hazard Assessment (OEHHA) to determine if health risks are likely to occur from the Project.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact.

Climate and Meteorology

The California Air Resources Board (CARB) divides the State into 15 air basins that share similar meteorological and topographical features. The Project is located within the South Coast Air Basin (SCAB), which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino counties, as well as all of Orange County. The SCAB is on a coastal plain connecting broad valleys and

low hills, bound by the Pacific Ocean on the southwest and high mountains forming the remainder of the perimeter. Air quality in this area is determined by natural factors such as topography, meteorology, and climate, in addition to the presence of existing air pollution sources and ambient conditions.

Ambient Air Quality

CARB monitors ambient air quality at approximately 250 air monitoring stations across the State. These stations usually measure pollutant concentrations ten feet above ground level; therefore, air quality is often referred to in terms of ground-level concentrations. Existing levels of ambient air quality levels, historical trends, and projections near the Project are documented by measurements made by the SCAQMD, the air pollution regulatory agency in the SCAB that maintains air quality monitoring stations which process ambient air quality measurements. Pollutants of concern in the SCAB include ozone (O_3), particulate matter 10 micrometers or less in diameter (PM_{10}), and particulate matter 2.5 micrometers or less in diameter ($PM_{2.5}$). The closest air monitoring station to the Project that monitors ambient concentrations of these pollutants is the Redlands-Dearborn Monitoring Station (located approximately 2.75 miles to the east of the Project site).

Federal Clean Air Act

Air quality is federally protected by the Federal Clean Air Act (FCAA) and its amendments. Under the FCAA, the Environmental Protection Agency (EPA) developed the primary and secondary National Ambient Air Quality Standards (NAAQS) for the criteria air pollutants including O_3, NO_2, CO, SO_2, PM_{10}, $PM_{2.5}$, and lead. Proposed projects in or near nonattainment areas could be subject to more stringent air-permitting requirements. The FCAA requires each state to prepare a State Implementation Plan to demonstrate how it will attain the NAAQS within the federally imposed deadlines.

The EPA can withhold certain transportation funds from states that fail to comply with the planning requirements of the FCAA. If a state fails to correct these planning deficiencies within two years of federal notification, the EPA is required to develop a federal implementation plan for the identified nonattainment area or areas. The provisions of 40 Code of Federal Regulations Parts 51 and 93 apply in all nonattainment and maintenance areas for transportation-related criteria pollutants for which the area is designated nonattainment or has a maintenance plan. The EPA has designated enforcement of air pollution control regulations to the individual states.

The EPA requires each state with nonattainment areas to prepare and submit a State Implementation Plan that demonstrates the means to attain the federal standards. The State Implementation Plan must integrate federal, state, and local plan components and regulations to identify specific measures to reduce pollution in nonattainment areas, using a combination of performance standards and market-based programs. Similarly, under State law, the California Clean Air Act (CCAA) requires an air quality attainment plan to be prepared for areas designated as nonattainment regarding the state and federal ambient air quality standards. Air quality attainment plans outline emissions limits and control measures to achieve and maintain these standards by the earliest practical date.

The Project is located within the SCAB, which is under the jurisdiction of the SCAQMD. The SCAQMD is required, pursuant to the FCAA, to reduce emissions of criteria pollutants for which the SCAB is in nonattainment. To reduce such emissions, the SCAQMD drafted the 2016 and 2022 Air Quality Management Plans (AQMPs). The AQMPs establish a program of rules and regulations directed at reducing air pollutant emissions and achieving California Ambient Air Quality Standards (CAAQS) and

NAAQS. The AQMPs are a regional and multi-agency effort including the SCAQMD, the CARB, the Southern California Association of Governments (SCAG), and the EPA. The pollutant control strategies in the AQMPs are based on the latest scientific and technical information and planning assumptions, including SCAG's Connect SoCal 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts. SCAG's latest growth forecasts were defined in consultation with local governments and with reference to local general plans. The Project is subject to the AQMPs.

Analysis

The criteria for determining consistency with the AQMPs are defined by the following indicators:

- Consistency Criterion No. 1: The Project will not result in an increase in the frequency or severity of existing air quality violations, or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMPs.

- Consistency Criterion No. 2: The Project will not exceed the assumptions in the AQMPs or increments based on the years of the Project build-out phase.

According to the SCAQMD's California Environmental Quality Act (CEQA) Air Quality Handbook, the purpose of the consistency finding is to determine if a project is inconsistent with the assumptions and objectives of the regional air quality plans, and thus if it would interfere with the region's ability to comply with California Ambient Air Quality Standards (CAAQS) and National Ambient Air Quality Standards (NAAQS). The violations to which Consistency Criterion No. 1 refers are CAAQS and NAAQS.

Table 1: Construction-Related Emissions

Construction Year	Pollutant (Maximum Pounds per Day)					
	Reactive Organic Gases (ROG)	Nitrogen Oxide (NO_x)	Carbon Monoxide (CO)	Sulfur Dioxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
2023	4.04	39.84	37.09	0.06	9.70	5.65
2024	6.55	11.65	14.75	0.03	0.80	0.54
SCAQMD Threshold	*75*	*100*	*550*	*150*	*55*	*150*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

Notes: SCAQMD Rule 403 Fugitive Dust applied. The Rule 403 reduction/credits include the following: properly maintain mobile and other construction equipment; replace ground cover in disturbed areas quickly; water exposed surfaces three times daily; cover stockpiles with tarps; water all haul roads twice daily; and limit speeds on unpaved roads to 15 miles per hour. Reductions percentages from the SCAQMD

CEQA Handbook (Tables XI-A through XI-E) were applied. Refer to Appendix A for Model Data Outputs.

Source: CalEEMod version 2022.1. Refer to Appendix A: Air Quality Monitoring Data for model outputs.

Table 2: Operational Emissions

Source	Pollutant (Maximum Pounds per Day)					
	Reactive Organic Gases (ROG)	Nitrogen Oxide (NO_x)	Carbon Monoxide (CO)	Sulfur Dioxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Area Source Emissions	1.70	0.02	2.35	0.00	0.00	0.00
Energy Emissions	0.03	0.57	0.48	0.00	0.04	0.04
Mobile Emissions	3.04	3.44	30.60	0.08	6.48	1.68
Stationary Source Emissions - Generator	1.69	4.71	4.30	0.01	0.25	0.25
Total Emissions	**6.46**	**8.74**	**37.73**	**0.09**	**6.77**	**1.97**
SCAQMD Threshold	*55*	*55*	*550*	*150*	*150*	*55*
Exceeds Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod version 2022.1. Refer to Appendix A: Air Quality Monitoring Data for model outputs.

Table 3: Localized Significance of Construction Emissions

Construction Activity	Pollutant (Maximum Pounds per Day)			
	Nitrogen Oxide (NO_x)	Carbon Monoxide (CO)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Site Preparation (2023)	39.74	35.47	9.47	5.60
Grading (2023)	37.30	31.41	5.18	2.89
Building Construction (2023)	11.81	13.17	0.55	0.51
Building Construction (2024)	11.22	13.12	0.50	0.46
Paving (2024)	7.81	10.03	0.39	0.36
Architectural Coating (2024)	0.91	1.15	0.03	0.03
SCAQMD Localized Screening Threshold (adjusted for 4 acres at 200 meters)	*450*	*8,154*	*105*	*37*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**No**

Source: CalEEMod version 2022.1. Refer to Appendix A: Air Quality Monitoring Data for model outputs.

Table 4: Localized Significance of Operational Emissions

Activity	Pollutant (Maximum Pounds per Day)			
	Nitrogen Oxide (NO_x)	Carbon Monoxide (CO)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
On-Site and Mobile Source Emissions[1]	5.64	10.19	0.94	0.46
SCAQMD Localized Screening Threshold (Adjusted for 5 acres at 200 meters)	*486*	*9,044*	*28*	*10*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**No**

Notes:
1. Conservatively assumes 10 percent of mobile emissions are on-site.

Source: CalEEMod version 2022.1. Refer to Appendix A: Air Quality Monitoring Data for model outputs.

As shown in Table 1, Table 2, Table 3, and Table 4 above, the Project would not exceed the construction standards, operational standards, or localized significance thresholds. Therefore, the Project would not contribute to an existing air quality violation. Thus, the Project would be consistent with the first criterion.

Concerning Consistency Criterion No. 2, the AQMPs contain air pollutant reduction strategies based on SCAG's latest growth forecasts, and SCAG's growth forecasts were defined in consultation with local governments and with reference to local general plans. The General Plan land use designation for the Project site is Commercial/Industrial and the zoning designation is General Commercial (EV/CG). The Project is consistent with the City's General Plan land use designation and the zoning. As such, the Project would not result in substantial unplanned growth or unaccounted for growth in the General Plan used by the SCAQMD to develop the AQMPs. Thus, a less than significant impact would occur, as the Project is also consistent with the second criterion.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact.

Air Pollutants of Concern

The air pollutants emitted into the ambient air by stationary and mobile sources are regulated by State and federal laws. These regulated air pollutants are known as "criteria air pollutants" and are categorized into primary and secondary pollutants.

Primary air pollutants are emitted directly from sources. Carbon monoxide (CO), reactive organic gases (ROG), nitrogen oxide (NO_X), sulfur dioxide (SO_2), coarse particulate matter (PM_{10}), fine particulate matter ($PM_{2.5}$), and lead are primary air pollutants. Of these, CO, NO_X, SO_2, PM_{10}, and $PM_{2.5}$ are primary criteria pollutants. ROG and NO_X are criteria pollutant precursors and form secondary criteria pollutants through chemical and photochemical reactions in the atmosphere. A complete description of the pollutants, its man-made sources and potential human effects are provided in Table 1: Air Contaminants and Associated Public Health Concerns in Appendix A.

Toxic Air Contaminants

Toxic Air Contaminants (TACs) are airborne substances that can cause short-term (acute) or long-term (i.e. chronic, carcinogenic or cancer causing) adverse human health effects (i.e. injury or illness). TACs include both organic and inorganic chemical substances. They may be emitted from a variety of common sources including gasoline stations, automobiles, dry cleaners, industrial operations, and painting operations. The current California list of TACs includes more than 200 compounds, including particulate emissions from diesel-fueled engines.

Construction Emissions

Construction associated with the Project would generate short-term emissions of criteria air pollutants. The criteria pollutants of primary concern within the Project area include O_3-precursor pollutants (i.e., ROG and NO_X) and PM_{10} and $PM_{2.5}$. Construction-generated emissions are short term, lasting only as long as construction activities occur, but would be a significant air quality impact if the volume of pollutants generated exceeds the SCAQMD's thresholds of significance.

Construction results in the temporary generation of emissions resulting from site grading, road paving, motor vehicle exhaust associated with construction equipment and worker trips, and the movement of construction equipment, especially on unpaved surfaces. Emissions of airborne particulate matter are largely dependent on the amount of ground disturbance associated with site preparation activities, as well as weather conditions and the appropriate application of water.

Construction of the Project is anticipated to occur over an approximately 18-month period beginning in 2024 and ending in 2025. Construction-generated emissions associated with the Project were calculated using the CARB-approved California Emissions Estimator Model® (CalEEMod) computer program, which is designed to model emissions for land use development projects, based on typical construction requirements. See Appendix A: Air Quality Modeling Data for more information regarding the construction assumptions used in this analysis.

Fugitive dust emissions may have a temporary impact on local air quality. In addition, fugitive dust may be a nuisance to those living and working in the Project vicinity. Uncontrolled dust from construction can become a nuisance and potential health hazard to those living and working nearby. SCAQMD Rules 402 and 403 (prohibition of nuisances, watering of inactive and perimeter areas, track out requirements, etc.), are applicable to the Project and were applied in CalEEMod to minimize fugitive dust emissions.

Table 1 shows that all criteria pollutant emissions would remain below their respective thresholds. While impacts would be less than significant, the Project would be subject to SCAQMD Rules for reducing fugitive dust, described in the Regulatory Framework in the report in Appendix A.

Operational Emissions

The Project's operational emissions would be associated with area sources (e.g., landscape maintenance equipment, architectural coatings, off-road equipment, etc.), energy sources, and mobile sources (i.e., motor vehicle use). Primary sources of operational criteria pollutants are from motor vehicle use and area sources. Long-term operational emissions attributable to the Project are summarized in Table 2: Operational Emissions. The operational emissions sources are described below.

- **Area Source Emissions.** Area source emissions would be generated due to on-site equipment, architectural coating, and landscaping that were previously not present on the site.

- **Energy Source Emissions.** Energy source emissions would be generated due to electricity and natural gas usage associated with the Project. Primary uses of electricity and natural gas by the Project would be for space heating and cooling, water heating, ventilation, lighting, appliances, and electronics.

- **Mobile Source.** Mobile sources are emissions from motor vehicles, including tailpipe and evaporative emissions. Depending upon the pollutant being discussed, the potential air quality impact may be of either regional or local concern. For example, ROG, NOX, PM10, and PM2.5 are all pollutants of regional concern. NOX and ROG react with sunlight to form O3, known as photochemical smog. Additionally, wind currents readily transport PM10 and PM2.5. However, CO tends to be a localized pollutant, dispersing rapidly at the source.

Project-generated vehicle emissions are based on the trip generation within the Project's Traffic Scoping Agreement and incorporated into CalEEMod as recommended by the SCAQMD. Per the Traffic Scoping Agreement, the Project would generate a maximum of 715 daily trips.

As shown in Table 2, the Project's net operational emissions would not exceed SCAQMD thresholds for any criteria air pollutants. Therefore, long-term operational emissions would result in a less than significant impact.

Cumulative Short-Term Emissions

The SCAB is designated nonattainment for O3, PM10, and PM2.5 for the CAAQS and nonattainment for O_3 and $PM_{2.5}$ for the NAAQS. Appendix D of the SCAQMD *White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution*-2003 notes that projects with emissions

that do not exceed the project specific SCAQMD regional thresholds of significance should result in a less than significant impact on a cumulative basis, unless there is other pertinent information to the contrary. The mass-based regional significance thresholds published by the SCAQMD are designed to ensure compliance with both NAAQS and CAAQS and are based on an inventory of projected emissions in the SCAB. Therefore, if a project is estimated to result in emissions that do not exceed the thresholds, the Project's contribution to the cumulative air quality impact in the SCAB would not be cumulatively considerable. As shown in Table 1 above, Project construction-related emissions by themselves would not exceed the SCAQMD significance thresholds for criteria pollutants. Therefore, the Project would not generate a cumulatively considerable contribution to air pollutant emissions during construction.

The SCAQMD has developed strategies to reduce criteria pollutant emissions outlined in the AQMPs pursuant to the FCAA mandates. The analysis assumed fugitive dust controls would be utilized during construction, including frequent water applications. SCAQMD rules, mandates, and compliance with adopted emissions control measures would also be imposed on construction projects throughout the SCAB, which would include related projects. Compliance with SCAQMD rules and regulations would further reduce Project construction-related emissions. Therefore, Project-related construction emissions, combined with those from other projects in the area, would not substantially deteriorate local air quality. The Project's construction-related emissions would not result in a cumulatively considerable contribution to significant cumulative air quality.

Cumulative Long-Term Impacts

The SCAQMD has not established separate significance thresholds for cumulative operational emissions. The nature of air emissions is largely a cumulative impact. As a result, no single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, individual project emissions contribute to existing cumulatively significant adverse air quality impacts. The SCAQMD developed the operational thresholds of significance based on the level above which individual project emissions would result in a cumulatively considerable contribution to the SCAB's existing air quality conditions. Therefore, a project that exceeds the SCAQMD operational thresholds would also be a cumulatively considerable contribution to a significant cumulative impact.

As shown in Table 2, the Project's net operational emissions would not exceed SCAQMD thresholds. As a result, operational emissions associated with the Project would not result in a cumulatively considerable contribution to significant cumulative air quality impacts. Additionally, adherence to SCAQMD rules and regulations would alleviate potential impacts related to cumulative conditions on a project-by-project basis. Project operations would not contribute a cumulatively considerable net increase of any nonattainment criteria pollutant.

Therefore, the Proposed Project would not result in a cumulatively considerable net increase of criteria pollutants because the estimated construction and operational emissions would be below SCAQMD's thresholds. Impacts would be less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact.

Sensitive Receptors

Sensitive populations are more susceptible to the effects of air pollution than is the general population. Sensitive receptors that are in proximity to localized sources of toxins are of particular concern. Land uses considered sensitive receptors include residences, schools, playgrounds, childcare centers, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The Project site is mainly surrounded by commercial land uses to the north, east, and south, and vacant land and the I-10 and I-210 to the west. The nearest sensitive receptor is the single-family residences located 657 feet (200 meters) to the east of the Project site and approximately 740 feet to the northeast of the Project site. In addition, Orangewood High School, and Redlands eAcademy are located approximately 0.4 miles to the southeast of the Project site.

Localized Construction Significance Analysis

To identify impacts to sensitive receptors, the SCAQMD recommends addressing Local Significance Thresholds (LSTs) for construction. LSTs were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The SCAQMD provided the Final Localized Significance Threshold Methodology (dated June 2003 [revised 2008]) for guidance. The LST methodology assists lead agencies in analyzing localized impacts associated with Project-specific emissions.

Since CalEEMod calculates construction emissions based on the number of equipment hours and the maximum daily soil disturbance activity possible for each piece of equipment, equipment-specific grading rates is used to determine the maximum daily disturbed acreage for comparison to LSTs. The appropriate State Responsibility Area (SRA) for the localized significance thresholds is the East San Bernardino Valley (SRA 35) since this area includes the Project. LSTs apply to CO, NO_2, PM_{10}, and $PM_{2.5}$. The SCAQMD produced look-up tables for projects that disturb areas less than or equal to 5 acres in size. Project construction is anticipated to disturb a maximum of 4 acres in a single day during the grading phase. As the LST guidance provides thresholds for projects disturbing 1-, 2-, and 5-acres in size and the thresholds increase with the size of the site, the LSTs for a 4-acre threshold were interpolated and utilized for this analysis.

The SCAQMD's methodology states that "off-site mobile emissions from the Project should not be included in the emissions compared to LSTs." Therefore, only emissions included in the CalEEMod "on-site" emissions outputs were considered. LST thresholds are provided for distances to sensitive receptors of 25, 50, 100, 200, and 500 meters. Therefore, LSTs for 200 meters were utilized in this analysis. Table 3: Localized Significance of Construction Emissions, shows the results of localized emissions during construction. This table represents the worst-case scenario and is based on peak earthwork volumes anticipated. As shown, localized Project construction emissions would not exceed SCAQMD thresholds. Impacts would be less than significant in this regard.

Table 5: Equipment-Specific Grading Rates

Construction Phase	Equipment Type	Equipment Quantity	Acres Graded per 8-Hour Day	Operating Hours per Day	Acres Graded per Day
Grading	Tractors	2	0.5	8	1
	Graders	1	0.5	8	0.5
	Dozers	1	0.5	8	0.5
	Scrapers	2	1	8	2
				Total Acres Graded per Day	**4**

Source: CalEEMod version 2022.1. Refer to Appendix A: Air Quality Monitoring Data for model outputs.

Localized Operational Significance Analysis

According to the SCAQMD LST methodology, LSTs would apply to the operational phase of a project only if it includes stationary sources or attracts mobile sources that may spend long periods queuing and idling at the site (e.g., warehouse or transfer facilities). Since the Project is an automobile sales and service facility, the operational phase LST protocol is conservatively applied to both the area source and mobile source emissions. As the nearest receptor is located approximately 657 feet (200 meters) from the Project site, LSTs for 200 meters for SRA 35 were used in this analysis. Although the Project site is approximately 18.56 acres, the 5-acre LST threshold was conservatively assumed for the Project, as the LSTs increase with the size of the site. Therefore, the 5-acre LSTs are conservative for evaluation of an 18.56-acre site.

The LST analysis only includes on-site sources. However, the CalEEMod model outputs do not separate on- and off-site emissions for mobile sources. For a worst-case scenario assessment, the emissions shown in Table 4: Localized Significance of Operational Emissions, conservatively include all on-site Project-related stationary sources and 10 percent of the Project-related new mobile sources, since a portion of mobile sources could include automobiles idling on-site. Table 4 shows that the maximum daily emissions of these pollutants during operations would not result in significant concentrations of pollutants at nearby sensitive receptors. Therefore, significant impacts would not occur concerning LSTs during operational activities.

According to the SCAQMD AQMPs, ozone, NO_X, and ROG have been decreasing in the SCAB since 1975 and are projected to continue to decrease in the future. Although vehicle miles traveled (VMT) in the SCAB continue to increase, NO_X and ROG levels are decreasing because of the mandated controls on motor vehicles and the replacement of older polluting vehicles with lower-emitting vehicles. NO_X emissions from electric utilities have also decreased due to the use of cleaner fuels and renewable energy. Appendix A provides further discussion regarding air quality modeling demonstrating NO_X reductions.

As previously discussed, Project emissions would be less than significant and would not exceed SCAQMD thresholds. Localized effects of on-site Project emissions on nearby sensitive receptors were also found to be less than significant (refer to Table 3 and Table 4). The LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable CAAQS or NAAQS.

The LSTs were developed by the SCAQMD based on the ambient concentrations of that pollutant for each SRA and distance to the nearest sensitive receptor. The CAAQS and NAAQS establish the levels of air quality necessary, with an adequate margin of safety, to protect public health, including protecting the health of sensitive populations. Information on health impacts related to exposure to ozone and particulate matter emissions published by the EPA and CARB have been summarized in the Air Quality Assessment (Appendix A) and discussed in the Regulatory Framework section. The Project-related emissions would not exceed the regional thresholds or the LSTs, and therefore would not exceed the ambient air quality standards or cause an increase in the frequency or severity of existing violations of air quality standards. Therefore, the Project would not expose sensitive receptors to criteria pollutant levels in excess of the health-based ambient air quality standards.

Carbon Monoxide Hotspots

An analysis of CO "hot spots" is needed to determine whether the change in the level of service of an intersection resulting from the Project would have the potential to result in exceedances of the CAAQS or NAAQS. It has long been recognized that CO exceedances are caused by vehicular emissions, primarily when vehicles are idling at intersections. Vehicle emissions standards have become increasingly stringent in the last 20 years. With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations have steadily declined. Accordingly, with the steadily decreasing CO emissions from vehicles, even very busy intersections do not result in exceedances of the CO standard.

The SCAB was re-designated as attainment for CO in 2007 and is no longer addressed in the SCAQMD's AQMP. The 2003 AQMP is the most recent version that addresses CO concentrations. As part of the SCAQMD CO Hotspot Analysis, the Wilshire Boulevard/Veteran Avenue intersection, one of the most congested intersections in Southern California with an average daily traffic (ADT) volume of approximately 100,000 vehicles per day, was modeled for CO concentrations. This modeling effort identified a CO concentration high of 4.6 ppm, which is well below the 35-ppm NAAQS.

The Project would not produce the volume of traffic required to generate a CO hot spot in the context of SCAQMD's CO Hotspot Analysis. As CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection even though it accommodates 100,000 vehicles daily, it can be reasonably inferred that CO hotspots would not be experienced at any Project area intersections resulting from 715 additional vehicle trips attributable to the Project.

Health Risk Assessment

As described in Appendix B, health risks were analyzed at the point of maximum impact and are a conservative estimate. The pollutant concentrations are used to estimate the long-term cancer health risks to an individual as well as the non-cancer chronic health index associated with construction of the proposed project. The cancer and chronic health risks are based on the annual average concentration of PM_{10} (used as a proxy for DPM). As the Project is proposed near existing sensitive receptors (single-family residences), an analysis of DPM was performed using the EPA-approved AERMOD model (Appendix B).

Construction-related activities would result in Project-generated DPM emissions from the exhaust of offroad, heavy-duty diesel equipment for site preparation (e.g., clearing, grading); paving; application of architectural coatings; and on-road truck travel. For construction activity, DPM is the primary toxic

air contaminant of concern. Exposure duration is based on continual heavy truck operation along nearby roadways.

Table 6 shows the health risk for Project construction for residential and school receptors. Based on OEHHA *Risk Assessment Guidelines*, the exposure duration for a resident is 18 months (the duration of construction activity). As shown in Table 6, the unmitigated construction risk at residential and school receptors would be 1.56 in one million and 0.21 in one million, respectively, which would not exceed the maximum individual cancer risk of 10 in one million. Therefore, Project impacts associated with carcinogenic risk would be less than significant.

Table 6: Unmitigated Carcinogenic Risk Assessment

Exposure Scenario (Construction)	Cancer Risk (Risk per Million)[1]	Significance Threshold (Risk per Million)	Exceeds Significance Threshold?
Residential	1.56	10	No
Student	0.21		No

1. The reported annual pollutant concentration is at the closest maximally exposed individual receptor (MEIR) for residential and schools to the Project site.
Source: Refer to Appendix A: Modeling Data in IS/MND Appendix B.

Appendix B goes on to discuss that the significance thresholds for TAC exposure also require an evaluation of non-cancer risk stated in terms of a hazard index. A chronic hazard index of 1.0 is considered individually significant. The chronic hazard was calculated based on the highest annual average concentration at the maximally exposed individual receptor. The highest maximum chronic hazard index associated with DPM emissions from Project construction would be 0.0014 at the residential receptors and 0.0002 at school receptors.

Therefore, as discussed above, the Proposed Project would not result in significant concentrations of pollutants at nearby sensitive receptors during construction and operational activities and would not exceed SCAQMD thresholds. Furthermore, the Proposed Project would not create a significant volume of traffic that would create a CO hot spot within the area. Impacts therefore would be less than significant. Project impacts associated with carcinogenic risk would be less than significant. In addition, non-carcinogenic hazards within acceptable limits and a less than significant impact would occur.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact.

Construction

Odors that could be generated by construction activities are required to follow SCAQMD Rule 402 to prevent odor nuisances on sensitive land uses. SCAQMD Rule 402, Nuisance, states:

A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health, or safety of any such persons

or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

Construction equipment emissions, such as diesel exhaust, and volatile organic compounds from architectural coatings and paving activities, may generate odors. However, these odors would be temporary, are not expected to affect a substantial number of people and would disperse rapidly. Therefore, Project construction activities would not result in objectionable odors that would adversely affect a substantial number of people, and impacts would be less than significant.

Operations

The SCAQMD CEQA Air Quality Handbook identifies certain land uses as sources of odors. These land uses include agriculture (farming and livestock), wastewater treatment plants, food processing plants, chemical plants, composting facilities, refineries, landfills, dairies, and fiberglass molding. The Project would not include any of the land uses that have been identified by the SCAQMD as odor sources. Therefore, Project operations would not result in odors that would adversely affect people. Impacts would be less than significant.

4.4 BIOLOGICAL RESOURCES

4.	BIOLOGICAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
(b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
(c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
(d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
(e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
(f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

4.4.1 Impact Analysis

Chambers Group conducted a reconnaissance-level survey and prepared a Biological Resources Letter Report for the Proposed Project dated January 2024. The Biological Resources Letter Report was prepared to summarize the existing vegetation communities, identify special status species that have potential to occur, and identifying potentially jurisdictional water features within the Proposed Project and Project site to determine the level of impact construction and operation of the project would have on biological resources. The complete report can be found in Appendix C.

a) *Would the project have a substantial adverse effect, either directly or through habitat modification, on any species identified as candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Less than Significant Impact with Mitigation Incorporated.

Vegetation Communities and Other Areas
One vegetation community and one land cover type were found within the Project site during the biological reconnaissance survey: Ruderal and Developed.

Ruderal: Areas classified as Ruderal tend to be dominated by pioneering herbaceous species that readily colonize disturbed ground and that are typically found in temporary, often frequently disturbed habitats.

Developed: Developed areas are those that have been altered by humans and now display man-made structures such as houses, paved roads, sidewalks, buildings, parks, and other maintained areas.

The majority of the Project site is comprised of Ruderal vegetation with Developed areas bordering the eastern side.

General Plants
A total of 16 plant species were observed within the Project site during the biological reconnaissance survey. Plant species observed during the survey were representative of the existing Project site conditions. No special status plant species were observed during the survey.

General Wildlife
A total of eight wildlife species were observed within the Project site during the biological reconnaissance survey. Wildlife species observed or detected during the survey were characteristic of the existing Project site conditions. No special status wildlife species were observed or detected during the survey.

Special Status Plant Species
Database searches resulted in a list of 54 federal- and/or state-listed threatened, endangered, or otherwise special status plant species documented to historically occur within the vicinity of Project site. Of the 54 special status plant species identified in the literature review, all 54 of the plants are considered absent within the Project site. No special status plant species were found during the biological reconnaissance survey.

Special Status Wildlife Species

Database searches resulted in a list of 48 federal- and/or state-listed endangered or threatened, state SSC, or otherwise special status wildlife species documented to occur within the Project site. After a literature review and the assessment of the various habitat types within the Project site, it was determined that 47 special status wildlife species are considered absent; one has a low potential to occur within the Project site, the burrowing owl *(Athene cunicularia)* (BUOW). No special status wildlife species were found during the biological reconnaissance survey.

The BUOW is a California special species of concern (SSC). The BUOW breeds in open plains from western Canada and the western United States, Mexico through Central America, and into South America to Argentina. This species inhabits dry, open, native, or non-native grasslands, deserts, and other arid environments with low-growing and low-density vegetation. It may occupy golf courses, cemeteries, road rights-of way, airstrips, abandoned buildings, irrigation ditches, and vacant lots with holes or cracks suitable for use as burrows. BUOWs typically use burrows made by mammals such as California ground squirrels (*Otospermophilus beecheyi*), foxes (*Vulpes sp*.), or badgers (*Mustelidae sp*.). When burrows are scarce, the BUOW may use man-made structures such as openings beneath cement or asphalt pavement, pipes, culverts, and nest boxes. Ground squirrel burrows were observed on the Project site but due to recent tilling and mowing activities, most of these burrows were collapsed. If ground disturbance becomes infrequent and species are able to create burrows (and those burrows persist), it may create a habitat that could support BUOW. BUOW have also been recorded within 4.44 miles of the Project site. Although no BUOW or sign (burrows with whitewash, pellets, feathers etc.) were observed during the survey, the following measures are recommended in accordance with the California Department of Fish and Wildlife's (CDFW) Staff Report on Burrowing Owl Mitigation:

MM BIO-1 **Preconstruction Survey.** A preconstruction BUOW survey shall be conducted no less than 14 days prior to initiating ground disturbance (including clearing, grubbing, grading), and a final survey within 24 hours prior to ground disturbance, to determine whether BUOW or BUOW burrows are present within or adjacent to the Project site, and to avoid negative impacts and direct take of BUOW. If BUOW are confirmed on-site, avoidance measures will be developed and implemented in compliance with and in coordination with CDFW. The results of the survey shall be documented and filed with the City.

US Fish and Wildlife (USFWS) Critical Habitat

USFWS Critical Habitat is defined as areas of land, water, and air space containing the physical and biological features essential for the survival and recovery of endangered and threatened species. Designated Critical Habitat includes sites for breeding and rearing, movement or migration, feeding, roosting, cover, and shelter. Designated Critical Habitats require special management and protection of existing resources, including water quality and quantity, host animals and plants, food availability, pollinators, sunlight, and specific soil types. Designated Critical Habitat delineates all suitable habitat, occupied or not, that is essential to the survival and recovery of the species. According to the USFWS Critical Habitat WebGIS map, the Project site does not fall within Designated Critical Habitat. The closest USFWS Designated Critical Habitat is for San Bernardino kangaroo rat and occurs approximately 1.25 miles north of the Project site.

Special Status Habitats

Database searches resulted in a list of four special status habitats documented historically as occurring within the vicinity (approximately 5 miles) of the Project site, including: Riversidian Alluvial Fan Sage Scrub, Southern Mixed Riparian Forest, Southern Riparian Scrub, and Southern Sycamore Alder Riparian Woodland. After the literature review and the assessment of the habitat types within the Project site, it was determined that none of these communities were present within the Project site.

Nesting Birds

Most bird nests are protected under the Migratory Bird Treaty Act (MBTA). The MBTA states that it is unlawful to pursue, hunt, take, capture, kill, attempt to take, possess, sell, or export any migratory bird, nest, or egg. To avoid the destruction of active nests and to protect the reproductive success of birds protected under the MBTA, the Project will implement the following mitigation to address potential impacts to nesting birds.

MM BIO-2 **Nesting Bird Survey.** Construction activities shall take place outside nesting season (nesting typically February 1 to August 31) to the greatest extent practicable. If construction activities occur during nesting season, a preconstruction nesting bird survey shall be conducted within seven days prior to initiation of ground-disturbing activities (including any clearing, grubbing, or grading), or according to the to the survey timing in the Project permits. If an active nest is identified, a minimum avoidance buffer around the active nest should be determined and implemented by a qualified biologist to avoid impacts to the active nest. The buffer shall be established with flagging and stakes or construction fencing. A minimum 100-foot no-disturbance buffer shall be placed around passerine nests. For raptors, the no-disturbance buffer shall be expanded to 500 feet. The buffer should be maintained during physical ground-disturbing activities. Once the qualified biologist has determined that nesting has ceased, and the nestlings have fledged and are no longer using the nest, the buffer may be removed. Biological monitoring should be conducted as needed during the nesting season to monitor the status of any active nests, survey for any new nests, and to refresh nesting bird surveys after any periods of construction inactivity. The results of the survey shall be documented and filed with the City.

Based on the desktop research and survey of the Project site, the Proposed Project would not result in a substantial adverse effect on candidate, sensitive or special status species based on the condition of the Project site and implementation of the mitigation measures discussed above. Impacts therefore would be less than significant.

b) *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

Less than Significant Impact. As reported in the Biological Resources Letter Report (Appendix C), the closest water features mapped by the National Wetlands Inventory (NWI) and National Hydrography Dataset (NHD), both riverine, are over a half mile from the Project site: the Santa Ana River to the north, and the Mission Flood Control Ditch to the south. Because both features are located well outside of the Project site boundary and no work would be conducted within or directly adjacent to either feature, no impacts to these features would occur as a result of this Project. Additionally, there are no riparian, wetland, or vernal pool habitats found within or adjacent to the Project site.

A potentially jurisdictional drainage identified on aerial imagery during the literature search is located west (outside) of the Project site and east of I-210. This feature is a channelized, concrete-lined drainage that is located approximately 15 feet from the northwestern corner of the Project site at its closest point. The drainage begins west of New York Street just north of I-10 and continues for approximately 2 miles, generally paralleling I-210, before connecting to the Santa Ana River. The channel appears to transition from a concrete-lined channel to an earthen channel (the last approximately 0.45 mile before joining the Santa Ana River) near Domestic Avenue and becomes more vegetated at this point. The field survey confirmed the presence of this drainage west of the Project site. As the Project site is fenced on the west side, the biologists were not able to inspect the drainage feature up close but noted that the feature was concrete lined and appeared to be dry. As mentioned, this drainage is outside of the Project site and would not be directly affected by the Project based on current Project design.

The Proposed Project would not result in significant impacts to riparian or other sensitive natural community due to its location. Therefore, the impacts would be less than significant.

c) *Would the project have a substantial adverse effect on state or federally protected wetlands (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

Less than Significant Impact. As discussed in the previous section, and in the Biological Resources Letter Report, the Proposed project would not result in impacts to protected wetlands. There are no wetlands found within the Project site as it is located inland within the City, and the proposed construction and operational activities would not involve any removal or filling of any wetlands, marshal, vernal pool, or other coastal habitats. While there is a potential jurisdictional drainage found during the review of the aerial images, this is located outside of the Project boundary. Because of the lack of wetlands at and nearby the Project site, impacts would be less than significant.

d) *Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

No Impact. As summarized in the Biological Resources Letter Report (Appendix C), the Project site does not fall within the USFWS Designated Critical Habitat. The area does not contain any suitable habitat for migratory fish or wildlife. The Project site is a vacant and undeveloped parcel of land located within an urbanized area of the City. There are various commercial buildings and a freeway that border the Project site that is frequently disturbed. There are no water bodies or open space habitats. Therefore, the Proposed Project would not result in interfering the movement of migratory species. No impact would occur.

e) *Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Less than Significant Impact. The City's General Plan outlines various preservation policies and ordinances to protect the City's resources. Preservation guidelines for the City's distinct elements include preservation of older neighborhoods, street trees and streetscapes, Citrus Groves, and managing activities within the Santa Ana River Wash and Upper Santa Ana River Land Management Habitat Conservation Plan. The Proposed Project would not conflict with any local policies or

ordinances because the Project will not affect or interfere with the preservation guidelines within the General Plan and the proposed work will not occur within these distinct areas. Additionally, the trees present on the perimeter of the Project site will be protected during construction and will not be removed as part of the Project. Therefore, the impacts would be less than significant.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservancy Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Less than Significant Impact. The Proposed Project is not located within the Upper Santa Ana River Habitat Conservation Plan area or other opens spaces areas within the County. The Project site does not contain sensitive habitats or areas that are part of a conservation plan. Impacts therefore would be less than significant.

4.5 CULTURAL RESOURCES

5.	CULTURAL RESOURCES. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☒	☐
(b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
(c)	Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

4.5.1 Impact Analysis

Chambers Group conducted a cultural resources survey and prepared a Cultural Resource Survey and Study Letter Report (Cultural Report) for the Proposed Project dated December 2023. The Cultural Report was prepared to gather and analyze information needed to assess the potential impacts to cultural resources within the Project site. The results of the Cultural Report indicate that there was no archival evidence found of cultural or paleontological resources within the Project site. However, during the survey, remnants of historic-age features were observed. While no evidence of paleontological resources was observed during the survey, background research and National History Museum of Los Angeles County (NHMLA) records indicate moderate sensitivity for fossil localities within the Project site and its study area. Although the Project site has evidence of past disturbance and while the potential for encountering intact resources within the upper sediments is low, the possibility of buried resources being identified below surface disturbances is not diminished. Research indicates geologic units known to be fossil-bearing underlay the Project site and could be encountered during Project-related ground-disturbing construction activities. Thus, there remains potential that buried cultural and paleontological resources could be encountered during the Project and would therefore require implementation of mitigation measures to result in less than significant impacts. The complete Cultural Report can be found in Appendix D.

a) Would the project cause a substantial adverse change in the significance of a historical resource?

Less than Significant Impact.

Regulatory Context

As the CEQA lead agency for the Project, the City must determine whether a project may have a significant effect on historical resources (Public Resources Code [PRC] Section 21084.1). In addition to State of California (State) and County regulations, projects in the City are also subject to several local regulations relating to cultural resources. Chapter 2 of the City of Redlands' General Plan pertains specifically to the identification and protection of cultural, historical, archaeological, and paleontological resources within the City. The regulatory framework as it pertains to cultural resources is detailed in Appendix D.

Under the provisions of CEQA, including the CEQA Statutes (PRC §§ 21083.2 and 21084.1), CEQA Guidelines (Title 14 California Code of Regulations [CCR] § 15064.5), and PRC § 5024.1 (Title 14 CCR § 4850 et seq.), properties expected to be directly or indirectly affected by a proposed project must be evaluated for eligibility for listing in the California Register of Historical Resources (CRHR).

California Register of Historical Resources

The purpose of the CRHR is to maintain listings of the State's historical resources and to indicate which properties are to be protected, to the extent prudent and feasible, from material impairment and substantial adverse change. The term "historical resources" includes a resource listed in or determined to be eligible for listing in the CRHR; a resource included in a local register of historical resources; and any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (CCR § 15064.5[a]). The criteria for listing properties in the CRHR were expressly developed in accordance with previously established criteria developed for listing in the National Register of Historic Places (NRHP). The California Office of Historic Preservation (OHP 1995:2) regards "any physical evidence of human activities over 45 years old" as meriting recordation and evaluation.

A cultural resource is considered "historically significant" under CEQA if the resource meets one or more of the criteria for listing in the CRHR. A resource is considered significant if it:

1. is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
2. is associated with the lives of persons important in our past;
3. embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. has yielded, or may be likely to yield, information important in prehistory or history.
5. In addition to meeting one or more of the above criteria, historical resources eligible for listing in the CRHR must retain enough of their historic character or appearance to be able to convey the reasons for their significance. Such integrity is evaluated in regard to the retention of location, design, setting, materials, workmanship, feeling, and association.

Impacts that adversely alter the significance of a resource listed in or eligible for listing in the CRHR are considered a significant effect on the environment. Impacts to historical resources from a proposed project are thus considered significant if the project:

1. physically destroys or damages all or part of a resource;

2. changes the character of the use of the resource or physical feature within the setting of the resource, which contributes to its significance; or
3. introduces visual, atmospheric, or audible elements that diminish the integrity of significant features of the resource.

Study Methods

Chambers Group requested a records search from the California Historical Resources Information System (CHRIS) South-Central Coastal Information Center (SCCIC) at California State University, Fullerton, on October 9, 2023. A records search of the Project site and surrounding study area was requested to provide context and additional information regarding types and extent of resources recorded within the Study area.

Resources consulted during the records search conducted by the SCCIC included the NRHP, California Historical Landmarks (CHL), California Points of Historical Interest (CPHI), Caltrans Historic Highway Bridge Inventory, the California State Historic Resources Inventory, local registries of historic properties, and a review of available Sanborn Fire Insurance maps as well as historical photographs, maps, and aerial imagery. The task also included a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps. In addition, Chambers Group submitted a request to the NAHC for a review of the Sacred Land Files (SLF) for the Project site and surrounding vicinity.

Results

Previous Cultural Resources Reports

Based on the records on-file with the SCCIC, seven cultural resource studies have previously been completed within the study area. Of these seven reports, one is within the Project site of a half-mile radius (SB-01783, Seven Oaks Dam Project; Water Systems).

Previously Recorded Cultural Resources

Based upon the records search conducted by the SCCIC, 17 previously recorded cultural resources are recorded within the study area. None are located within the Project site.

Additional Background Research Results

In addition to the records search review, Chambers Group archaeologists completed background research to determine if any additional historic properties, landmarks, bridges, or other potentially significant or listed properties are located within the Project site or within the study area. This background research included, but was not limited to, the NRHP, California State Historic Property Data Files, California State Historical Landmarks, CPHI, OHP Archaeological Determinations of Eligibility, historic aerial imagery accessed via NETR Online, Historic U.S. Geological Survey topographic maps, Built Environment Resource Directory (BERD), Caltrans, and State and local bridge surveys. Additionally, Chambers Group archaeologists reviewed the San Bernardino County Historical Landmarks inventory designated by the County of San Bernardino Cultural Heritage Board as well as the San Bernardino Historical Society and local historical newspaper clippings via Newspapers.com, ProQuest Historical Newspapers.com, and the California Digital Newspaper Collection. As a result of the records search review and archival research, no previously recorded resources or other listed or potentially significant properties are recorded within the Project site.

Field Survey Results
Chambers Group conducted a pedestrian survey of the Project site in December 2023. The Project site is an open field with evidence of recent discing and historic agricultural activity. Existing vegetation comprise low-growing grasses, and ground visibility varies between 30 and 80 percent across the parcels. Several collection piles of finished concrete debris, cobble rocks, and modern trash were observed scattered throughout the site.

A wastewater line, as delineated by a series of square concrete pads encasing steel covers marked with an "S," was observed traversing the Project site. There are no date stamps evident, however, their construction appears to be modern, and the alignment appears to conform with a similar series of "S"-marked covers located within the east/west trending W Brockton Avenue. Two on-ground and in-ground features were observed south of the wastewater alignment. These appear to be earlier constructed features that have been heavily impacted and subsequently demolished in part.

As a result of the systematic survey of the Project site, Chambers Group identified two historic-age features. These new resources are documented with the temporary identification 21450-CGI-001S and recorded on California Department of Parks and Recreation (DPR) 523 series forms which are confidential and will be submitted to the SCCIC as required.

When assessing 21450-CGI-001S for potential significance under CEQA, it does not appear to meet the criteria for inclusion in the CRHR. Based on the documented surface assemblage and additional background research, 21450-CGI-001S does not represent any association with events contributing to California's history and cultural heritage (Criterion 1); an association with the lives of persons important to our past (Criterion 2); embody the distinctive characteristics of a type, period, region, method of construction, or work of an important individual (Criterion 3); or has yielded, or may be likely to yield, information important in prehistory or history (Criterion 4). While additional construction and household refuse was observed near and around feature A, no temporally diagnostic material that can provide a rough manufacture date or date range was observed. In addition, there is no indication that the refuse material is in a primary context and could easily have been redeposited from another location. Further, the two features composing the site are ubiquitous to the area and within the context of the documented historic-period agricultural land use, and do not represent any unique features, qualities, or associations that would answer important scientific research questions of demonstratable public interest.

Based on the condition of the site, along with the results provided in the Cultural Report, the Proposed Project would not result in substantial adverse change in the significance of a historical resource because the historic-age features identified on-site do not meet the criterion pursuant to 15064.5. Impacts therefore would be less than significant.

b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Less than Significant Impact with Mitigation Incorporated.

Under CEQA, if an archeological site is not a historical resource but meets the definition of a "unique archeological resource" as defined in PRC § 21083.2, then it should be treated in accordance with the provisions of that section. A unique archaeological resource is defined as follows:

An archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

- Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information;
- Has a special and particular quality, such as being the oldest of its type or the best available example of its type; and
- Is directly associated with a scientifically recognized important prehistoric or historic event or person.

Resources that neither meet any of these criteria for listing in the CRHR nor qualify as a "unique archaeological resource" under CEQA PRC § 21083.2 are viewed as not significant. Under CEQA, "A non-unique archaeological resource need be given no further consideration, other than the simple recording of its existence by the lead agency if it so elects" (PRC § 21083.2[h]). Detailed archaeological history is provided in the Cultural Report in Appendix D.

Although the Project site has evidence of past disturbance and while the potential for encountering intact resources within the upper sediments is low, the possibility of buried resources being identified below surface disturbances is not diminished. Research indicates geologic units known to be fossil-bearing underlay the Project site and could be encountered during Project-related ground-disturbing construction activities. Therefore, the Proposed Project shall implement the following mitigation measures to ensure potential impacts to the discussed resources would be less than significant.

MM CUL-1 **Retain Cultural Resource Monitor.** The Applicant shall retain the services of a qualified cultural resources consultant and require that all initial ground disturbing work be monitored by a cultural resources monitor. This includes all initial construction activities that will potentially expose or encounter intact subsurface sediments underlying the Project site. The cultural resources consultant shall provide a Qualified Archaeologist, meeting the Secretary of the Interior Standards (U.S. Department of the Interior, 2008), and require that all initial ground-disturbing work be monitored by a cultural resources monitor (monitor) proficient in artifact and feature identification in monitoring contexts. The Consultant (Qualified Archaeologist and/or monitor) shall be present at the Project construction phase kickoff meeting.

MM CUL-2 **WEAP Training.** Prior to commencing construction activities and thus prior to any ground disturbance in the Proposed Project site, the Consultant shall conduct initial Worker Environmental Awareness Program (WEAP) training to all construction personnel, including supervisors, present at the outset of the Project construction work phase, for which the lead contractor and all subcontractors shall make their personnel available. This WEAP training will educate construction personnel on how to work with the monitor(s) to identify and minimize impacts to cultural resources and maintain environmental compliance and be performed periodically for new personnel coming on to the Project as needed.

MM CUL-3 **Monitor Schedule Notification.** The contractor shall provide the Consultant with a schedule of initial potential ground disturbing activities. A minimum of 48-hours' notice will be provided to the archaeological consultant of commencement of any initial ground disturbing activities that have potential to expose or encounter intact

subsurface sediments underlying the Project site. These activities may include grading, trenching, and mass excavation.

As detailed in the schedule provided, a monitor shall be present on-site at the commencement of ground-disturbing activities related to the Project. The Consultant shall observe initial ground disturbing activities and, as they proceed, adjust the monitoring approach as needed to provide adequate observation and oversight. All monitors will have stop-work authority to allow for the recordation and evaluation of finds during construction. The monitor will maintain a daily record of observations as an ongoing reference resource and to provide a resource for final reporting upon completion of the Project.

The Consultant, the lead contractor, and subcontractors shall maintain a line of communication regarding schedule and activity such that the Consultant is aware of all ground-disturbing activities in advance in order to provide appropriate oversight.

MM CUL-4 **Monitoring Report.** At the completion of all ground disturbing activities, the Consultant shall prepare a Cultural Resources Monitoring Report summarizing all monitoring efforts and observations, as performed, and any and all prehistoric or historic archaeological finds, as well as providing follow-up reports of any finds to the SCCIC, as required.

c) Would the project disturb any human remains, including those interred outside of formal cemeteries?

Less than Significant Impact. The Project site is vacant and undeveloped. While there was no evidence found of cemeteries located on the Project site, there are possibilities of buried remains to be discovered during ground disturbing activity.

In the event that human remains are discovered during ground-disturbing activities, then the proposed Project would be subject to California Health and Safety Code 7050.5, CEQA Section 15064.5, and California PRC Section 5097.98. If human remains are found during ground-disturbing activities, State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. In the event of an unanticipated discovery of human remains, the County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the County Coroner shall notify the NAHC, which shall notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Following the existing state regulations would result in less than significant impacts associated with disturbance of human remains during project construction.

4.6 ENERGY

6.	ENERGY Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐

6.	ENERGY Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

4.6.1 Impact Analysis

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less Than Significant Impact. Energy source emissions would be generated due to electricity and natural gas usage associated with the Project. Primary uses of electricity and natural gas by the Project would be for space heating and cooling, water heating, ventilation, lighting, appliances, and electronics.

The Proposed Project would impact energy resources during construction and operation. Energy resources that would potentially be impacted include electricity and petroleum-based fuel supplies and distribution systems. A general definition of each of these energy resources is provided below.

Electricity is a man-made consumptive utility. The production of electricity requires the consumption or conversion of energy resources, including water, wind, oil, gas, coal, solar, geothermal, and nuclear resources, into energy. The delivery of electricity involves a number of system components, including substations and transformers that lower transmission line power to an appropriate level for on-site distribution and use. The electricity generated is distributed through a network of transmission and distribution lines commonly called a power grid. Conveyance of electricity through transmission lines is typically responsive to market demands.

Petroleum-based fuels currently account for a majority of California's transportation energy sources and primarily consist of diesel and gasoline types of fuels. However, the state has been working on developing strategies to reduce petroleum use. Over the last decade, California has implemented several policies, rules, and regulations to improve vehicle efficiency, increase the development and use of alternative fuels, reduce air pollutants and greenhouse gases (GHGs) from the transportation sector, and reduce VMT. Accordingly, petroleum-based fuel consumption in California has declined.

Construction

The Proposed Project would consume energy resources during construction in three general forms:

1. Petroleum-based fuels used to power off-road construction vehicles and equipment on the Project site, construction worker travel to and from the Project site, as well as delivery and haul truck trips (e.g., hauling demolition material to off-site reuse and disposal facilities).
2. Electricity associated with the conveyance of water that would be used during Proposed Project construction for dust control (supply and conveyance) and electricity to power any necessary lighting during construction, electronic equipment, or other construction activities necessitating electrical power.
3. Energy used in the production of construction materials, such as asphalt, steel, concrete, pipes, and manufactured or processed materials such as lumber and glass.

Project construction activities would require energy consumption that would not result in an adverse impact on available energy supplies and infrastructure. Energy consumed during construction would be obtained from the existing electrical and gas lines in the vicinity of the Project and would be temporary. Project construction would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, and impacts are less than significant.

Operations

The ongoing operation of the Proposed Project would require the use of energy resources. Long term operations would require use of energy resources for heating, ventilation, air conditioning (HVAC), lighting, use of appliances, electronics, office equipment, vehicle charging spaces, and use of the car wash and detailing services. Appendix A of the Air Quality Assessment provides the following electricity/energy uses during operations of the Proposed Project.

Table 7: Electricity (kWh/yr) and Natural Gas (kBTU/yr)

Land Use	Electricity (kWh/yr)	Natural Gas (kBTU/yr)
General Office Building	199,021	312,926
Other Asphalt Surfaces	0.00	0.00
Parking Lot	199,188	0.00
Automobile Care Center	406,402	1,827,377
Total	**804,611**	**2,140,303**
San Bernardino County annual consumption (non-residential)	10,327 GWh/year (millions of kWh per year)	2.94e10 kBTU

kWh = kilowatt hours
GWh = gigawatt hours
kBTU = kilo British thermal units

The total electricity consumption of Project operations is estimated to be 0.0078% of the total electricity, and 0.0072% of the total gas consumption for non-residential uses in San Bernardino County's as of 2022 (CEC 2024). The Proposed Project would comply with all federal, state, and county requirements related to the consumption of transportation energy, including California Code of Regulations Title 24, Part 11, the CALGreen Code. Additionally, the Proposed Project shall comply with the City's policies related to energy efficiency and conservation as outlined in their Sustainable Community Chapter of the General Plan with the following actions (City 2018).

8-A.7 Seek alternatives to reduce non-renewable energy consumption attributable to transportation within the Planning Area. Seek funding and other assistance from the South Coast Air Quality Management District (AQMD) for installation of electric vehicle charging stations at appropriate locations throughout the city.

8-A.8 Implement and enforce California Code of Regulations Title 24 building standards (parts 6 and 11) to improve energy efficiency in new or substantially remodeled construction. Consider implementing incentives for builders that exceed the standards included in Title 24 and recognize their achievements above the minimum standards.

8-A.9 Encourage the use of construction, roofing materials, and paving surfaces with solar reflectance and thermal emittance values per the California Green Building Code (Title 24, Part 11 of the California Code of Regulations) to minimize heat island effects.

8-A.10 Integrate trees and shade into the built environment to mitigate issues such as stormwater runoff and the urban heat island effect.

Therefore, construction and operational impacts regarding wasteful and inefficient consumption of energy, and conflicts with an applicable renewable energy or energy efficiency plan, would be less than significant.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than Significant Impact. As discussed in the Air Quality section, the Proposed Project will not conflict with implementation of applicable air quality plans. Additionally, the City adopted a Climate Action Plan (CAP) that provides a long-range plan to reduce local GHG emissions. This includes indirect emission associated with the consumption of energy such as electricity. As noted in the CAP, "The City will update the GHG inventory periodically. If an updated inventory reveals that Redlands is not making adequate progress toward meeting the GHG target, or that new technologies and programs emerge that warrant inclusion in the CAP, the City will adjust the CAP by modifying, adding, and/or replacing policies in the General Plan or elsewhere, or incorporating optional measure(s) to further reduce emissions outlined in Section 4 of this CAP." The CAP outlines several measures that include energy efficiency retrofits and efficient lighting standards. The Redlands Community Sustainability Plan (RCSP) was published in 2011. It is intended as a conceptual framework for sustainability policy. Actions related to water conservation, green buildings, waste reduction, climate friendly purchasing, renewable energy, carbon emissions, and land use are outlined in the RCSP (City 2018).

The Proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. In addition to implementing the CAP and RCSP, the Proposed Project would be consistent with the principle below from the City's Sustainable Community Plan:

> **8-P.1:** Promote energy efficiency and conservation technologies and practices that reduce the use and dependency of nonrenewable resources of energy by both City government and the community.

The Proposed Project would be consistent with all applicable energy-related policies from the General Plan. Therefore, the Proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Impacts would be less than significant.

4.7 GEOLOGY AND SOILS

7.	GEOLOGY AND SOILS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
	ii) Strong seismic ground shaking?	☐	☐	☒	☐
	iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
	iv) Landslides?	☐	☐	☒	☐
(b)	Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐

7.	GEOLOGY AND SOILS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☒	☐	☐
(d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
(e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
(f)	Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☒	☐	☐

4.7.1 Impact Analysis

The site is located on a broad terrace plain of the Santa Ana River in the San Bernardino Valley. The San Bernardino Valley in this area is bounded on the north by the San Bernardino Mountains, from which the Santa Ana River emanates.

In the Fall of 2022, 20 test borings ranging in depth from 6.5 to 51.5 feet below ground level were collected by Terracon; the full report is Appendix E. The ground cover is exposed soil and vegetation. Much of the site is relatively flat and has an approximate elevation ranging between 1297 feet and 1291 feet. To the west of the property is I-210 with a slope (ascending from outside the site boundary to the freeway) varying in height from 15 to 20 feet, and an inclination on the order of 2:1 (horizontal: vertical). A drainage channel is also present outside of the western property boundary, and adjacent/parallel to the I-210 toe of slope.

The site is mapped as younger alluvial valley deposits of Holocene age. The Holocene-age alluvium was encountered in the exploratory borings and consists of interbedded sands with silts, silty sand, and gravel lenses. The subsurface soil is loose to dense sand with varying amounts of silt and loose to dense gravel. (Appendix E).

a) i) *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

Less than Significant Impact. The Project site is not located within a state-designated Alquist-Priolo Fault Zone. The site is located between two segments of the South Branch of the San Andreas fault each that are more than 4 miles from the site (DOC 2023). All construction activities for the Project would be conducted in accordance with the Uniform Building Code as well as City regulations and ordinances, pertaining to the mitigation of potential geologic and seismic impacts. Implementation of

the Project would have a less than significant impact associated with risk of loss, injury, or death involving a rupture of a known fault.

ii) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Less than Significant Impact. The most significant seismic hazard potentially affecting the Project site is ground shaking from a major earthquake. The Project site is not identified to be located within a State-designated Alquist-Priolo Fault Zone. The type and magnitude of seismic hazards affecting the site are dependent on the distance to fault zones, the intensity, and the magnitude of the seismic event. The site is located more than 4 miles from the nearest fault trace (DOC 2023). Further, all construction activities for the Project would be conducted in accordance with the Uniform Building Code as well as City regulations and ordinances, pertaining to the mitigation of potential geologic and seismic impacts. Implementation of the Project would result in a less than significant risk of loss, injury, or death involving a rupture of a known fault.

iii) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

Less than Significant Impact. The Department of Conservation's EQZapp Program indicates the Project site has not been evaluated for liquefaction hazards (DOC 2023). However, the San Bernadino County Policy Map HZ-2 Liquefaction & Landslide Hazards does not show the project site in a liquefaction zone (County 2020). The Terracon 2022 Geotechnical Engineering Report describes the site as being subject to dry sand seismic settlement due to the potential for ground shaking. Based on the calculations, seismically induced settlement of dry sands is estimated to be less than 1.5 inches and differential seismic dry sand settlement is estimated to be less than one inch. Using the data from the geotechnical report, all Project activities would be conducted in accordance with the Uniform Building Code, as well as City regulations and ordinances, pertaining to the mitigation of potential geologic and seismic impacts. Therefore, implementation of the Project would result in a less than significant impact associated with seismic-induced ground failure, including liquefaction.

iv) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

Less than Significant Impact. The San Bernadino County Policy Map HZ-2 Liquefaction & Landslide Hazards does not show the project site in a landslide susceptibility zone (County 2020). The elevation profile on Google Earth indicates an average slope of 2%, or indicating the project site is relatively flat also supported by the Geotechnical Engineering Report in Appendix E. Development of the Project would require grading and finished pad construction in accordance with the California Building Code. Therefore, implementation of the Project would result in a less than significant impact associated with landslides.

b) *Would the project result in substantial soil erosion or the loss of topsoil?*
Less than Significant. Project construction would be subject to local and State codes and requirements for erosion control and grading. Because construction activities would disturb one or more acres, the Project must adhere to the provisions of the National Pollution Discharge Elimination System (NPDES) Construction General Permit. Construction activities subject to this permit include clearing, grading, and other soil disturbances such as stockpiling and excavating. The NPDES Construction General Permit requires implementation of a Storm Water Pollution Prevention Plan (SWPPP), which would

include temporary project construction features (i.e., best management practices [BMPs]) designed to prevent erosion and protect the quality of stormwater runoff. Sediment-control BMPs may include stabilized construction entrances, straw wattles on earthen embankments, sediment filters on existing inlets, or the equivalent.

In addition, grading activities would be required to conform to the most current version of the California Building Code and the approved Precise Grading Permit required by the City for grading of more than 50 cubic yards. The Project will require grading of approximately 33,800 cubic yards (excavation and fill). The Project must also comply with SCAQMD Rule 402 (Nuisance) and Rule 403 (Fugitive Dust), which would reduce construction erosion impacts. Rule 403 requires control measures to reduce fugitive dust from active operations, storage piles, or disturbed surfaces, with a goal to omit visibility beyond the property line or avoid exceedance of 20-percent opacity. Rule 402 requires dust suppression techniques be implemented to prevent dust and soil erosion from creating a nuisance off site. Compliance with these federal, regional, and local requirements would reduce the potential for both on-site and off-site erosion effects to accepted levels during Project construction. Upon completion of construction activities, ground surfaces would be stabilized by Project structures, paving, and landscaping. Therefore, impacts associated with soil erosion and topsoil loss would be less than significant.

c) *Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

Less than Significant with Mitigation. As noted in Impact 4.7 a) iii, the Proposed Project site is not located within a liquefaction zone, and the soil is not prone to liquefaction, is relatively flat, and is excessively drained Tujunga loamy sand (County 2020, USDA 2023). Construction activities would be conducted in accordance with the Uniform Building Code and the City's regulations and ordinances pertaining to the mitigation of potential geologic and seismic impacts. Therefore, implementation of the Proposed Project would result in less than significant impacts associated with off-site landslide, lateral spreading, liquefaction, or collapse. However, as noted in the Geotechnical Report, the near surface soils are loose and could be unstable under exterior slabs and pavements (Appendix E) possibly resulting in subsidence under buildings and pavement. Implementation of Mitigation Measure GEO-1 would reduce impacts associated with existing loose near surface soils leading to subsidence to less than significant levels.

MM GEO-1 **Excavate Loose Soils and Replace with Engineered Fill** The subsurface soils within the proposed building pads will be removed to a minimum depth of 4 feet below existing site grades, or 2 feet below bottom of proposed foundations, whichever is greater. Deeper removals may be required if loose soils are still encountered at a depth of 4 feet below ground surface. Grading for the proposed structures should incorporate the limits of the footings plus 3 feet beyond the outside edge of perimeter footings. The bottoms of excavations should be probed to determine if it is firm and unyielding. Localized deeper removals may be needed where soft soils are encountered at the excavation bottom. Compacted engineered fill should then be placed to design finish grade elevations.

Subgrade soils beneath exterior slabs and pavements should be removed to a depth of 1 foot below the proposed pavement section, including bottom of proposed aggregate base materials. Compacted engineered fill should then be placed to design elevations.

Exposed areas receiving fill, once properly cleared and benched where necessary, should be scarified to a minimum depth of 10 inches, moisture conditioned, and compacted per the compaction requirements of the Terracon 2022 Geotechnical Engineering Report in Appendix E.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant. Expansive soils possess clay particles that react to moisture changes by shrinking when dry or swelling when wet. These types of soils have the potential to crack building foundations and, in some cases, structurally distress the buildings themselves. Minor to severe damage to overlying structures is possible. However, the Proposed Project is located on Tujunga loamy sand, which has low expansive properties because it is primarily sand without clay characteristics (USDA 2023). Therefore, impacts associated with expansive soils would be less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact. An existing sewer line is present on site. The Proposed Project site would rely on existing wastewater infrastructure to accommodate wastewater disposal requirements. Therefore, implementation of the Proposed Project would not result in an impact associated with soils incapable of supporting septic systems.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

As discussed in Appendix D, on October 22, 2023, Chambers Group received the results of the paleontological records search from the NHMLA. The results show that no fossil localities lie directly within the Project site, however, there are fossil localities documented nearby from the same sedimentary deposit that underlays the Project site, either at the surface or at depth (Bell 2023). The records search covered only the records of the NHMLA. Based on the available information, the paleontological sensitivity could be considered low to moderate in the overall area considering the fossil localities recorded within the study area surrounding the Project site and the existence of similar fossil-bearing geologic units mapped underlying the Project site. These Pleistocene period deposits are composed of surficial alluvial sediments (Qa) that are unconsolidated, undissected, and indurated dissected alluvial fan deposits. Pleistocene alluvial units are considered sensitive for paleontological resources. However, during the survey of the site no evidence of paleontological resources was observed.

While there are no previously documented paleontological resources in the Project site, due to the mapped geologic formations underlying the Project site which are known to bear paleontological resources and the known fossil localities provided in the surrounding study area, there remains potential that new fossils could be exposed during the Project. Implementation of Mitigation Measures PAL-1 and PAL-2 would reduce impacts associated with unearthing unique paleontological resource during ground disturbance would be less than significant.

MM GEO-2. **Qualified Paleontologist**. Prior to issuance of a grading permit, the Applicant shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground-disturbing construction activity. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the City's Engineering Geologist as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.

MM-GEO-3 **Paleontological Report.** At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary

4.8 GREENHOUSE GAS EMISSIONS

8.	GREENHOUSE GAS EMISSIONS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
(b)	Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

4.8.1 Impact Analysis

Kimley-Horn prepared a GHG Emissions Assessment for the Proposed Project on May 2023. The GHG Emissions Assessment was prepared to evaluate the potential construction and operational emissions associated with the Proposed Project and determine the level of impact it would have on the environment. The results of GHG Emissions Assessment indicate that the Proposed Project would have a less than significant impact with regard to greenhouse gas emissions. The complete report can be found in Appendix F.

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact.

Short-Term Construction GHG Emissions

Project construction activities would generate direct CO_2, N_2O, and CH_4 emissions from construction equipment, transport of materials, and construction workers commuting to and from the Project site. Total GHG emissions generated during all construction phases were combined and are presented in the table below.

Table 8: Construction-Related Greenhouse Gas Emissions

Category	**MTCO 2e**
2023 Construction	292
2024 Construction	179
Total Construction	471
30-Year Amortized Construction	15.70
Source: CalEEMod version 2022.1 Refer to Appendix A for model outputs.	

As indicated in Table 8, the Project would result in the generation of approximately 471 MTCO2e over the course of construction. Construction GHG emissions are typically summed and amortized over a 30-year period, then added to the operational emissions. The amortized Project construction emissions would be 15.70 MTCO2e per year. Once construction is complete, construction related GHG emissions would cease.

Long-Term Operational Greenhouse Gas Emissions

Operational or long-term emissions occur over the life of the Project. GHG emissions would result from direct emissions such as Project generated vehicular traffic, on-site combustion of natural gas, and operation of any landscaping equipment. Operational GHG emissions would also result from indirect sources, such as off-site generation of electrical power, the energy required to convey water to, and wastewater from the Project, the emissions associated with solid waste generated from the Project, and any fugitive refrigerants from air conditioning or refrigerators.

Total GHG emissions associated with the Project are summarized in Table 9. As shown in Table 9, the Project would generate approximately 2,823.70 MTCO2e annually from both construction and operations activities which is below the SCAQMD's 3,000 $MTCO_2$/year GHG threshold. Therefore, the proposed Project would not generate significant GHG emissions, and the impacts would be less than significant.

Table 9: Project Greenhouse Gas Emissions

Emissions Source	$MTCO_2e$ per Year
Construction Amortized Over 30 Years	15.70
Area Source	1
Energy	242
Mobile	1,010
Stationary Source – Generator[1]	20
Waste	54
Water and Wastewater	18
Refrigeration	1,463
Total	**2,823.70**
SCAQMD Threshold	*3,000*
Exceeds Threshold?	**No**

Notes:
1. One emergency backup generator has been assumed for the proposed Project.

Source: CalEEMod version 2022.1. Refer to Appendix A for model outputs.

b) *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less than Significant Impact. On September 3, 2020, SCAG's Regional Council adopted Connect SoCal (2020 - 2045 Regional Transportation Plan/Sustainable Communities Strategy [2020 RTP/SCS]). The RTP/SCS is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals.

The 2022 Scoping Plan sets a path to achieve targets for carbon neutrality and reduce anthropogenic GHG emissions by 85 percent below 1990 levels by 2045 in accordance with AB 1279. The transportation, electricity, and industrial sectors are the largest GHG contributors in the State. The 2022 Scoping Plan plans to achieve the AB 1279 targets primarily through zero-emission transportation (e.g., electrifying cars, buses, trains, and trucks). Additional GHG reductions are achieved through decarbonizing the electricity and industrial sectors.

Several of the State's plans and policies would contribute to a reduction in mobile source emissions from the Project. These include the CARB's Advanced Clean Truck Regulation, Executive Order N-79-20, CARB's Mobile Source Strategy, CARB's Sustainable Freight Action Plan, and CARB's Emissions Reduction Plan for Ports and Goods Movement. The San Bernardino County Regional GHG Reduction Plan (County GHG Reduction Plan) presents greenhouse gas inventories, assesses the effectiveness of California initiatives to reduce GHG emissions, and identifies local GHG reduction strategies that were selected for 25 Partnership jurisdictions to reduce local GHG emissions. The County GHG Reduction Plan presents the collective results of all local efforts to reduce GHG emissions consistent with

statewide GHG targets expressed in Senate Bill (SB) 32, the "Global Warming Solutions Act of 2006," and SB 375. The County GHG Reduction Plan identifies state measures applicable to every Partnership jurisdiction, as well as local measures selected by each jurisdiction, that could reduce future GHG emissions within jurisdictional boundaries.

The City approved and adopted the City of Redlands CAP on December 5, 2017. The proposed Project would be consistent with the transportation and water utility goals of the CAP by providing EV charging stations for electric vehicles and complying with the City's Water Efficient Landscape requirements. The proposed Project would also be consistent with the CAP's energy efficiency goals by complying with the latest California Building Code (Title 24), including the latest CALGreen Code standards. Project construction would also comply with current local and State standards and CAP goals to increase diversion and reduction of waste by diverting construction waste from landfills to recycling. As such, the proposed project would be consistent with the applicable GHG reduction goals within the Redlands CAP.

As shown in Table 3, approximately 44 percent of the Project's GHG emissions are from energy and mobile sources, which would be further reduced by the 2022 Scoping Plan goals described above (including achieving 100 percent clean electricity by 2045 [SB 100], achieving 100 percent zero emission vehicle sales in 2035 [Advanced Clean Cars II], and implementing the Advanced Clean Fleets regulation [ZEV buses and trucks]). It should be noted that the City has no control over vehicle emissions. However, these emissions would decline in the future due to Statewide measures discussed above (including the reduction in fuels' carbon content, CARB's Advanced Clean Car Program, CARB's Mobile Source Strategy, fuel efficiency standards, etc.), as well as cleaner technology and fleet turnover. SCAG's 2020 RTP/SCS is also expected to help California reach its GHG reduction goals, with reductions in per capita transportation emissions of 19 percent by 2035. The Project would also comply with the goals of the Redlands CAP and would not inhibit its implementation or progress.

In conclusion, the Project does not conflict with the applicable plans that are discussed above and therefore, with respect to this particular threshold, the Project does not have a significant impact.

4.9 HAZARDS AND HAZARDOUS MATERIALS

9.	HAZARDS AND HAZARDOUS MATERIALS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
(b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
(c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐

(d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☒	☐	☐
(e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
(f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
(g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☒	☐

4.9.1 Impact Analysis

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact. During construction of the Project, hazardous and potentially hazardous materials typically associated with construction activities would be routinely transported to/from and used on the Project site. These hazardous materials could include gasoline, diesel fuel, lubricants, and other products used to operate and maintain construction equipment. Construction materials including paints, adhesives, cleaning fluids, and solvents. Handling of these hazardous materials would be temporary in nature and limited to quantities and concentrations consistent with a commercial use of this size. BMPs such as proper labeling of chemicals, storage in approved containers, preparation of an accidental release plan, and compliance with hazardous materials handling protocols would be prepared and implemented to ensure safe storage, handling, transport, use and disposal of all hazardous materials during the construction phase of the Project, in compliance with all applicable laws, ordinances, rules, regulations, and orders. The Contractor would ensure hazardous waste generated is properly disposed. The transport, use, and handling of these materials would be a temporary activity coinciding with short-term Project construction activities.

Operation of the proposed Project would consist of a sales and administrative building, service building, private carwash, associated access drives, landscaped areas, presentation area, staging area, sales display area, and a customer and employee parking lot. Typical daily operations include deliveries of vehicles, parts and supplies to the site, vehicle sales and test drives, preparation of vehicles for sales, and vehicle service work which is to be performed inside fully conditioned buildings equipped with rollup doors. Only minor vehicle servicing will occur, including routine maintenance, oil changes, tire rotations diagnostic and mileage services. No major mechanical work, body work, or painting will occur within the service building.

The Project would include small quantities of hazardous substances as part of daily operations. The servicing operations would require the storage, transport, use and disposal of cleaning solvents, diesel, gasoline, oil, and other automotive fluids. Gasoline would be transported to the site by fuel trucks, which is a routine, permitted use. Given the quantities of potentially hazardous materials and

the characteristics of use (e.g., routine maintenance and cleaning), the Project would not be a potential risk to human health or the environment. Fuel transportation would be subject to federal shipment documentation and reporting requirements. The amount of hazardous materials stored and used would be limited and would be required to comply with applicable local, state, and federal regulations.

Operation of aboveground petroleum storage capacities of 1,320 gallons or more, which include aboveground storage containers or tanks with petroleum storage capacities of 55 gallons or greater, are subject to the Aboveground Petroleum Storage Act (APSA). APSA also regulates tank facilities with less than 1,320 gallons of petroleum if they have one or more stationary tanks in an underground area (TIUGA) with a shell capacity of 55 gallons or more of petroleum, and, in this case, only the TIUGAs are subject to APSA (CALFIRE 2023). The San Bernardino County Fire Protection District is the designated Certified Unified Program Agency (CUPA) responsible for the regulatory inspections of all tank facilities subject to the APSA in the County. In accordance with the APSA program, the Project would prepare and implement a Spill Prevention, Control, and Countermeasure (SPCC) Plan in order to prevent discharge of petroleum and to allow for the preparedness and proper response of petroleum discharges. The SPCC Plan is to be kept on-site for CUPA inspections. The Project would also be required to submit a Hazardous Material Business Plan (HMBP) to the CUPA that provides the on-site use and storage of fuels and hazardous materials in quantities equal or greater than:

- 55 gallons of a liquid,
- 500 pounds of a solid, or
- 200 cubic feet of compressed gas, or
- Extremely hazardous substances above the threshold planning quantity
- Facilities in County must also report any amount of hazardous waste via California Environmental Reporting System (CERS). (CUPA 2023)

The HMBP also provides emergency response personnel with adequate information to help prepare and respond to incidents at regulated facilities.

In summary, construction and operations of the proposed Project would comply with applicable federal, state, and local laws and regulation, and would require permits and the development of a SPCC Plan and a HMBP, resulting in a less than significant impact related to routine transport, use, or disposal of hazardous material.

b) *Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less Than Significant Impact. The Phase 1 Environmental Site Assessment (ESA) dated November 2022 for the Project site (Appendix G) did not identify any past or present Recognized Environmental Conditions (RECs) in connections with the site. As discussed in a) above, handling of hazardous materials during Project construction would be temporary and limited to quantities and concentrations consistent with construction of this size and type of commercial use facility. BMPs such as proper labeling of chemicals, storage in approved containers, preparation of an accidental release plan, and compliance with hazardous materials handling protocols would be implemented to minimize hazards to the public or the environment.

During Project operations, handling of small quantities of hazardous substances such as cleaning solvents, diesel, gasoline, oil, and other automotive fluids would occur as part of daily operations. Fuel transportation would be subject to federal shipment documentation and reporting requirements. The Project will comply with County CUPA enforced regulations and will obtain the required permits for operation of the aboveground fuel storage tank.

The Project would be required to submit a HMBP to the County CUPA that details the on-site use and storage of fuels and hazardous substances to prevent harm to public health, safety, and the environment involving the release of hazardous materials. Chemicals used in the carwash would be stored in closed containers and used in small amounts. Wastewater from the carwash would go into an oil water separator, the water would be reused in the carwash and the separated chemicals and oil would be taken off-site to be treated by a certified waste vendor. Compliance with applicable state, local, and federal laws and preparation of a HMBP would safeguard operations involving hazardous materials would not result in the release of such materials into the environment. The Project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment, and therefore, impacts are less than significant.

c) *Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

Less Than Significant Impact. There are no schools within a ¼ mile of the proposed Project. The nearest schools include the Redlands Adventist Academy located 0.9 miles to the South, and Orangewood High School and Redlands eAcademy (located on the Orangewood High School campus) approximately 0.4 mile to the Southeast. Both locations are on the other side of I-10 from the Project site. As discussed in Section 4.8.1a and 4.8.1b, compliance with applicable state, local, and federal laws and preparation of a HMBP would safeguard construction and operational activities involving hazardous materials from resulting in a significant hazard to the public or the environment. Therefore, impacts associated with emitting hazardous emissions or handling hazardous materials within a ¼ mile of a school would be less than significant.

d) *Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

Less Than Significant Impact with Mitigation. The Phase 1 ESA dated November 2022 for the Project site (Appendix G) did not identify any past or present RECs in connections with the site. The Proposed Project site is not on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (SWRCB 2023; Department of Toxic Substances Control [DTSC] 2023). However as identified in the ESA and the State Hazardous Waste databases, the previous Teledyne Battery Products facility at 840 Brockton was a LUST Cleanup Site but the case has been closed (DTSC 2023 and SWRB 2023). The site is approximately 602 feet to the northeast of the project area (SWRB 2023). According to the ESA (Appendix G), a 1994 ESA indicating an unauthorized release of heating oil impacting soil in 1987 was reported for the facility, and the responsible party installed borings and/or monitoring wells to further define the extent of contamination. It was concluded due to the distances from the Project site and impacts to soils only that Teledyne Battery is not a REC to the project site. However, in 1996 an additional ESA documented in Appendix G identified Teledyne, located approximately 740 feet east of the site and City of Redlands Well Field, in the regulatory database as

off-site issues. The City of Redlands Well Field was found to be associated with the plume that was identified on the Teledyne property. The 1996 ESA noted that the City of Redlands was utilizing a pump and treat method to clean up the groundwater. DTSC noted that the groundwater was not adequately characterized to determine if a release occurred at Teledyne. The 2022 ESA concluded due to the distance from the site and the depth to groundwater (230 feet), that the City of Redlands Well Field and the Teledyne site were not RECs to the Project site. However, there is a possibility during ground disturbance on the northeast portion of the site that unanticipated contamination could be exposed, which has the potential to impact the public or the environment. Therefore, impacts associated with hazardous materials site resulting in creation of a significant hazard to the public or the environment would be less than significant with implementation of MM HAZ-1 and HAZ-2.

MM HAZ-1 **Unanticipated Contamination Discovery Plan.** An Unanticipated Contamination Discovery Plan (UCDP) will be developed prior to ground disturbing activities on the project site. Contractors will be trained on the requirements of the UCDP during pre-construction environmental training. The UCDP is intended to provide guidance to ensure worker and public safety as well as prevent the spread of further contamination if contaminated soils are encountered during construction of the Project. The UCDP will provide contact information for laboratories that will analyze the samples and solid waste facilities that will accept the contaminated soils. It will identify the procedures for:

- Notification and documentation requirements;
- Identification of the characteristics of the contaminated soil (e.g., sample methods, vertical and horizontal extent of contamination and chemicals of concern);
- Determining baseline at which work can be reinitiated in the area;
- handling and/or disposal requirements for any contaminated media unearthed.
- The UCDP shall be effective during all ground disturbing activities of the Project.

MM HAZ-2 **Initial Response to Unanticipated Soil Contamination.** During excavation, indicators of possible contamination include, but are not limited to:

- Stained or discolored earth, as contrasted to adjoining soil;
- Fill material containing debris unearthed during trenching or grading;
- Household trash covered by earth or other material that appears to be interspersed with industrial debris;
- Gasoline smells or other hydrocarbon odors that emanate when the earth is disturbed; or
- Oily residue intermixed with earth.

Immediately following discovery of potentially hazardous waste or contaminants, the Contractor will:

- Cease work in the vicinity of suspected contamination;
- Cordon off or otherwise restrict access to the suspected area to protect workers and the public;
- Notify the City and Project authorities; and
- Implement the UCDP.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Less Than Significant Impact. The Redlands Municipal Airport runway is approximately 2.8 miles to the Northeast of the project site (Google 2023). The Project area is not within the Redlands Airport Influence Area on the Redlands Municipal Airport Compatibility Map, with the western boundary of Orange Street just North of East Lugonia Avenue (City 2002). The western boundary is approximately 0.75 miles northeast of the project site. The San Bernardino International Airport runway is approximately 2.66 miles Northwest of the Project site on the other side of the I-210 (Google 2023). Figure 3.7-2 Airport Hazards in the Redlands General Plan 2035 EIR displays the Project area outside of the San Bernadino International Airport Influence Area Boundary (City 2018). Therefore, the project would not create a significant hazard or excessive noise for people working in the Project Area. The impact is less than significant.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less Than Significant Impact. The Project area includes two driveways for access to the site from New York Street. The applicable emergency response or emergency evacuation plans for the Project area include the San Bernardino County Emergency Operations Plan (EOP) and the Redlands Local Hazard Mitigation Plan (LHMP). The EOP is administered and coordinated by the San Bernardino County Fire Department Office of Emergency Services. The concepts presented in EOP are comprised of mitigation programs to reduce the vulnerabilities to disasters and preparedness activities to ensure the capabilities and resources are available for an effective response. To assist communities in recovering from a disaster, the plan outlines programs that promote a return to regularity (County 2018). The purpose of the LHMP is to outline a mitigation strategy to help reduce and/or eliminate impacts from hazards within the City of Redlands (City 2021a). Compliance of all San Bernardino County Fire Protection District requirements, through the CUPA permitting process, would reduce the risk that the Project would impair an adopted emergency response plan or emergency evacuation plan, and impacts are less than significant.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. The project site will be primarily covered with asphalt, cement, and buildings as 11.92 acres will be impervious areas and 5.4 acres would be landscaped/grassy areas. It would not exacerbate wildfire risk. The Project site is located outside of the State and locally classified very high fire hazard severity zone. Much of the area surrounding the proposed Project is built out and the undeveloped area has minimal vegetation. Therefore, the project would not exacerbate wildfire risks resulting in no impact.

4.10 HYDROLOGY AND WATER QUALITY

10.	HYDROLOGY AND WATER QUALITY. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
(b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
(c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
	i) Result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
	ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flood on- or off-site;	☐	☐	☒	☐
	iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
	iv) Impede or redirect flood flows?	☐	☐	☒	☐
(d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
(e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

4.10.1 Impact Analysis

a) Would the project violate any water quality standards or waste discharge requirements, or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. Construction of the Project would be subject to City, County, and State requirements for erosion control and grading. Because construction activities would disturb one or more acres and more than 50 cubic yards of earth, the Applicant would be required to adhere to the provisions of the NPDES Construction General Permit and obtain a Grading Permit from the City. Construction activities subject to these permits include clearing, grading, and soil disturbance through stockpiling and grading. The NPDES Construction General Permit requires implementation of a SWPPP, which would include BMPs designed to prevent erosion and sedimentation in stormwater runoff. These construction BMPs would help retain stormwater and any constituents, pollutants, and sediment on the Project site, which would assist in the prevention of water quality impacts to downstream receiving waters during construction.

During operations, the Project's Water Quality Management Plan (WQMP) in Appendix G, describes the site drainage being intercepted by inlets with full trash capture filter inserts that will filter out trash and debris before runoff is routed to the detention basin system. The on-site catch basins shall be inspected monthly during the rainy season (October-May) and before and after each storm to preserve proper operation. The whole storm drain system will be inspected prior to the rainy season and after every rain event greater than 0.5 inches. Appendix H also identifies BMPs that protect downstream water quality including design of the trash enclosures to divert all storm flows around the enclosure and shall be checked on a weekly basis to ensure that no leaks are present, and that trash does not accumulate on the enclosure floor. All dumpsters will be inspected to ensure that they remain covered and leakproof. The Applicant shall ensure that the site is inspected daily for stray trash and that it is collected and disposed of correctly. No outdoor vehicle processing is proposed, and vehicle wash areas will be operated in compliance with the San Bernardino County Stormwater Program and California Stormwater Best Management Practice Handbook New Development and Redevelopment BMP SD-33 Vehicle Washing Areas. The vehicle wash is indoors, and wash water will be contained and recycled. Also, landscape areas used for water quality swales or infiltration areas shall have appropriate plants for saturated soils, drought tolerance and erosion control qualities. The parking lots will be swept weekly between October and May and quarterly outside of the rainy season.

As described in the WQMP, spill kits will be accessible at vehicle maintenance and fueling area. Employees will be trained in proper spill response. The project site will include Spill Contingency Plans and an Emergency Contingency Plan to provide spill procedures in the inadvertent spill or leak associated with used vehicle transport and reconditioning. Compliance with City, County, and State requirements and implementation of the project WQMP will prevent the project from violating water quality standards or waste discharge requirements or degradation of surface or groundwater quality, resulting in a less than significant impact.

b) *Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

Less than Significant Impact. The project would cover 11.92 acres of an 18.5 acre site with impervious pavement and buildings. However, the proposed project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge resulting in impeding groundwater management of the basin. There are no groundwater wells present on the site. According to the Geotechnical Engineering Report (Appendix F) dated September 2022, twenty borings were collected at depths ranging from 6.5 to 51.5 feet below ground surface (bgs) and ground water was not encountered. The Phase 1 Environmental Site Assessment (Appendix G), indicates based on wells in the area of the project site, within 740 and 330 feet respectively, groundwater was anticipated to be approximately 230 bgs in the project vicinity. Therefore, the site in its current condition is not significantly recharging the groundwater table. However, the site stormwater management will include an infiltration basin that will allow percolation of stormwater into the underlying groundwater basin.

The City of Redlands provides water to the City and its Sphere of Influence. The Redlands 2020 Urban Water Management Plan (UWMP) that is Part 2 Chapter 4 of the 2020 Upper Santa Ana River Watershed Integrated Regional UWMP, indicates Redlands obtain water from surface water from Mill Creek Watershed and Santa Ana River Watershed, groundwater from the Bunker Hill Subbasin and Yucaipa Subbasin, recycled water, and water imported from the State Water Project (SWP) as needed.

During wet years, the City contributes to regional efforts to recharge the Bunker Hill Basin so there is availability in dry years when other sources may be limited. (City 2021b)

It has been estimated, by the Applicant, that the project would use 33,630 gallons of freshwater per month, which is equivalent to 1.24 acre-feet per year. Based on the UWMP, the long-term analysis of the groundwater table during average years and multi-dry years indicates that the supply will still be capable of meeting the City's demand through 2045. The groundwater portion is projected to be 17,484 acre feet, Bunker Hill and Yucaipa combined (IRUWMP 2020). In addition, the project's primary use of water is for washing, so the water is not required to be 100 % potable; this allows flexibility to the City of the water sources that are provided to the project site. Therefore, the project would have a less than significant impact on groundwater supplies, recharge, and would not impede groundwater management of the basin.

c) *Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*

i) result in substantial erosion or siltation on- or off-site;

Less Than Significant Impact. A Hydrology and Hydraulics Report (Drainage Report) was completed for the Project dated May 2023 and is included in Appendix I. The purpose of this report is to provide information about the design of the Storm Water Management System for the project and to determine the impact the proposed development has on the local existing drainage system and to mitigate post development peak flows beyond the pre-development peak flows.

There are no streams or rivers on the site, and the soil is sandy. The site is relatively flat, and the regional topography is sloped toward the northwest. The existing drainage of the site is from the southeast to the northwest, towards a Caltrans Channel to the west of the project boundary and ultimately discharging into the Santa Ana River Reach 5. Runoff from the existing site does not include off-site drainage. Once developed, the project site will have one main drainage area that will continue to contribute runoff to the western Caltrans Channel. However, the drainage will come from an infiltration basin that will infiltrate stormwater and only discharge additional runoff through an outlet pipe directly into the Caltrans Channel. The conclusions of the Drainage Report (Appendix I) specify that the development would discharge less stormwater than existing conditions due to the percolation through the drainage basin. Therefore, the project would have a less than significant impact on existing drainage patterns and would not result in substantial erosion or siltation on or off site.

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources or polluted runoff; or

ii and iii) **Less Than Significant Impact.** As described in i) above, the drainage of the site would continue to use the existing drainage pattern of discharging storm runoff into the Caltrans Channel to the west of the site boundary. This channel eventually discharges into the Santa Ana River Reach 5. The Drainage Report (Appendix I) indicates that the infiltration basin has been designed to retain a 100-year storm up to a 24-hour event. The 100-year storm precipitation was used in the volume calculations for the storm water management system design. The infiltration/detention tank

provides 201,640 cubic feet per second (cfs) of storage. The peak flows discharge through an 18" orifice at a max flow of 9.36 cfs. The conclusions of the Drainage Report specify that the development would discharge less stormwater than existing conditions.

The Drainage Report also describes the Project Site as having a hydrologic soil group classification of A. Group A soils that typically has low runoff potential with high infiltration rates when thoroughly wetted and consist primarily of deep, well-drained sands or gravels. This is further supported by the soil type described in the Soil Survey (USDA 2023) that indicates the soil characteristics of Tujunga loamy sand is excessively drained and the underlying soil of the infiltration basin and the Caltrans Channel.

Throughout construction, the conditions of the NPDES Construction General Permit require implementation of a SWPPP, which would include BMPs designed to prevent erosion and sedimentation in stormwater runoff. The WQMP indicates that during operations, the proposed site drainage will be intercepted by proposed inlets with full trash capture filter inserts and will be routed to the detention basin system reducing debris in stormwater discharge. Multiple BMPs are identified in a) above that address the prevention of polluted runoff including diversion of stormwater flows from trash enclosure, weekly street sweeping during raining season, and contingency planning and employee training to prevent spills from getting into the stormwater drains. Therefore, the project construction and operations would have less than significant impact on the drainage pattern, creation of on or off-site flooding, or providing additional sources of polluted runoff.

iv) impede or redirect flood flows?

Less Than Significant Impact. Although the project development would increase the impervious surfaces on the site, a new on-site storm drain system, designed for the 100-year one-hour storm, will be installed to collect surface runoff at designated storm inlet locations across the site and convey flows downstream. Each inlet will be sized to limit ponding depths across the pavement to less than the 6-inch curb height. The drainage of the site would continue to use the existing drainage pattern of discharging storm runoff into the Caltrans Channel to the west of the site boundary. The Drainage Report (Appendix I) indicates that the infiltration basin has been designed to retain a 100-year storm up to a 24-hour event. The conclusions of the Drainage Report specify that the development would discharge less stormwater than existing conditions due to percolation into the project infiltration basin. Therefore, the impact to existing drainage patterns and impeding or directing flood flows would be less than significant.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

No Impact. The site is over 55 miles east of the Pacific Ocean and there are no large bodies of water near the site. The Federal Emergency Management Agency (FEMA) Flood Hazard Firmette for the Project site included in the Drainage Report (Appendix I) indicates it is in Zone X Area of Minimal Flood Hazard. FEMA defines Zone X as being outside a Special Flood Hazard Area and higher elevation than a 0.2 percent annual chance flood (500-year flood) (FEMA 2020). As a result, there is no impact from the project having a high risk of inundation due to being in flood, tsunami, or seiche zones.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less Than Significant Impact. The City of Redlands is part of the Santa Ana River RWQCB. The Santa Ana River Basin Water Quality Control Plan (Basin Plan) contains the RWQCB's policies for managing the region's water quality. The Basin Plan includes an implementation plan describing the actions by the RWQCB and others that are necessary to achieve and maintain the water quality standards. The City is responsible for monitoring TDS and nitrogen in groundwater every three years starting in 2005 (RWQCB 2020). The City, as part of the Basin Monitoring Program Task Force, must complete a Recomputation of Ambient Water Quality every three years and prepare a Water Quality Report for the Santa Ana River annually (RWQCB 2020). As a result, the City has an active role in collecting data for the management of water quality in the region.

The Project site is in the Upper Santa Ana Valley-San Bernardino Groundwater Basin. According to the Sustainable Groundwater Management Act 2019 (SGMA) Basin Prioritization Dashboard, the groundwater basin is a Very Low Priority (2019 DWR). Therefore, the California Department of Water Resources does not require the formation of a Groundwater Sustainability Agency (GSA) or a Groundwater Sustainability Plan for the Basin (2020 DWR), resulting in no conflict of a sustainable groundwater management plan by the project.

As discussed in a), the project would be required to comply with City, County, and State requirements regarding protection of water quality, and thus would not conflict with a water quality control plan. In addition, the project would not deplete groundwater supplies or interfere with groundwater recharge as discussed in b). Implementing the WQMP and the Drainage Plan (appendices H and I) during construction and operations will result in compliance with all applicable regulations, thus the proposed project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Therefore, the impact is less than significant.

4.11 LAND USE AND PLANNING

11.	LAND USE/PLANNING Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Physically divide an established community?	☐	☐	☐	☒
(b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

4.11.1 Impact Analysis

a) Would the project physically divide an established community?

No Impact. The Project site is located on undeveloped land within the commercial district of the Specific Plan. Commercial properties are located to the north, east, and south along with the I-210 to the west. There are single-family residences located to the east of the Project site. Land use features that physically divide an established community involve construction of new roads and/or bridges. Division can also include new zoning and land use designations.

The Project site is zoned for commercial uses and does not contain any parcels designated for residential uses. There are no residential communities adjacent to the Project site. The Proposed Project would not physically divide an established community as there are no residential communities within or adjacent to the Project site. Additionally, the Project does not propose construction of new roadways or bridges that would divide existing communities in the area, therefore, no impact would occur.

b) *Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

Less Than Significant Impact. The Project site is zoned as commercial. Land uses within the commercial district permit major departments stores and retail sales of automobiles, automobile rentals, and car washes. Repair and serving facilities are allowed within the commercial district of the Specific Plan. The existing language of the Specific Plan permits used automobile sales as an accessory to the sale of new automobiles. The Proposed Project proposes an amendment to the Specific Plan to permit the construction of a pre-owned automobile sales, refurbishing, and reconditioning facility with outdoor vehicle storage with a Conditional Use Permit.

The Proposed Project would not result in significant environmental impact due to a conflict with any land use plan, policy, or regulation. While the Proposed Project is amending the permitted use language of the Specific Plan, the change in language is not proposing incompatible uses. The Proposed Project would be consistent in operating a commercial facility. The Proposed Project would amend the Specific Plan to permit the sale of used vehicles as its primary operation and not as an accessory to the sales of new automobiles. Automobile sales is a consistent use of the parcel and other automobile related businesses are currently operating adjacent to the Project site. Therefore, impacts would be less than significant.

4.12 MINERAL RESOURCES

12.	MINERAL RESOURCES Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
(b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

4.12.1 Impact Analysis

a) *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

No Impact. According to the California Division of Mines and Geology, no significant mineral deposits are known to exist in the City. In addition, Redlands is required by the Surface Mining and Reclamation Act of 1975 (SMARA) to adopt policies recognizing the importance of the identified mineral resources,

clarifying the intent that this information is to be used when making land use decisions in areas designated to be of statewide or regional significance, and emphasizing the conservation and development of identified mineral deposits.

The Proposed Project site is not identified as being within a significant mineral resource zone in the DOC's Mineral Land Classification Map; nor would the Proposed Project involve any mining activities (DOC 1986). In addition, the Proposed Project will not include any oil exploration or drilling. No impact would occur.

b) *Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?*

No Impact. The Project proposes to develop on land that has not been designated to contain a locally significant resource for minerals. As noted above, no significant mineral deposits are known to exist in the City (City 2018, DOC 1986). In addition, no mineral resource extraction would occur as part of the Proposed Project. No impact would occur.

4.13 NOISE

13.	NOISE Would the project result in:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
(b)	Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
(c)	For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

4.13.1 Impact Analysis

Kimley-Horn prepared an Acoustical Assessment for the Proposed Project on May 2023. The Acoustical Assessment was prepared to evaluate the potential construction and operational noise and vibration levels associated with the Proposed Project and determine the level of impact it would have on the environment. The results of Acoustical Assessment indicate that the Proposed Project would have a less than significant impact with regard to noise. The complete report can be found in Appendix J.

a) *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less than Significant Impact.

Construction

Construction noise typically occurs intermittently and varies depending on the nature or phase of construction (e.g., land clearing, grading, excavation, paving). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. During construction, exterior noise levels could affect the residential uses near the construction site. However, it is acknowledged that construction activities would occur throughout the project site and would not be concentrated at a single point near sensitive receptors.

Construction activities would include site preparation, grading, infrastructure improvements, building construction, paving, and architectural coating. Such activities could require dozers and tractors during site preparation; excavators, graders, dozers, tractors, and scrapers during grading; tractors, pavers, and rollers during infrastructure improvements; cranes, generators, tractors, and welders during building construction; pavers, rollers, and a pavement scarifier during paving; and air compressors during architectural coating. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full power operation, followed by 3 to 4 minutes at lower power settings. Other primary sources of acoustical disturbance would be random incidents, which would last less than one minute (such as dropping large pieces of equipment or the hydraulic movement of machinery lifts).

Sensitive uses in the Project site vicinity include existing residential uses to the east and northeast that could be exposed to elevated noise levels during Project construction. The noise levels calculated in Table 10 show the exterior construction noise at the nearest sensitive receptor and nearest non-sensitive commercial receptor conservatively, without accounting for attenuation from existing physical barriers and improvements in the technology of construction equipment, which today generate less noise. Construction equipment was assumed to operate simultaneously to represent a worst-case noise scenario, as construction activities would routinely be spread throughout the construction site and would operate at different intervals.

Table 10: Project Construction Noise Levels

Construction Phase	Receptor Location		Worst Case Modeled Exterior Noise Level (dBA L_{eq})	Noise Threshold (dBA L_{eq})[2]	Exceeded?
	Land Use	Distance (feet)[1]			
Site Preparation	Residential (East of the Project site)	1,100	60.8	80	No
Grading			61.4		No
Building Construction			62.5		No
Paving			59.7		No
Architectural Coating			46.9		No
Site Preparation	Commercial (North of the Project site)	400	69.6	85	No
Grading			70.2		No
Building Construction			71.3		No
Paving			68.5		No
Architectural Coating			55.7		No

Note:
1. Distance measured from the center of the Project site to the receptor's nearest property line.
2. Threshold from Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, Table 7-3, 2018.

Source: Federal Highway Administration, *Roadway Construction Noise Model*, 2006. Refer to Appendix A for noise modeling results.

As shown in Table 10, construction noise levels would not exceed the applicable Federal Transit Administration (FTA) construction thresholds. The highest exterior noise level at the nearest residential receptors would occur during the building construction stage, and would be 62.5 dBA, which is below the FTA's 80 dBA threshold for residential uses. At the adjacent commercial use (north of the Project site located approximately 400 feet from the center of the construction area), maximum construction noise levels of 71.3 dBA would not exceed the FTA's threshold of 85 dBA for commercial uses.

Construction activities may also cause increased noise along site access routes due to movement of equipment and workers. Compliance with the Redlands Municipal Code (RMC) would minimize impacts from construction noise, as construction would be limited to daytime hours on weekdays and Saturdays.

As discussed above, construction noise levels from the Project would not exceed the FTA's construction noise thresholds and would be required to comply with the RMC standards and allowable construction timeframe, and therefore would result in a less than significant noise impact.

Operation

Implementation of the proposed Project would create new sources of noise in the project vicinity. The major noise sources associated with the project including the followings:

- Mechanical equipment (i.e., trash compactors, air conditioners, etc.);
- Parking lot noise (i.e., car door slamming, car radios, engine start-up, and car pass-by); and
- Off-Site Traffic Noise.
- Truck Delivery Noise
- Car Wash Operations Noise

The results of the noise models show that the operations listed above would not exceed allowable noise levels reaching receptor from mechanical equipment, parking lot activities, and off-traffic noise. Operations from car wash operations, truck delivery noise, and back-up alarms shall comply with the City's noise standards. Impacts would be less than significant.

b) *Would the project result in generation of excessive groundborne vibration or groundborne noise levels?*

Less than Significant Impact. Increases in ground-borne vibration levels attributable to the proposed Project would be primarily associated with short-term construction-related activities. Construction on the Project site would have the potential to result in varying degrees of temporary ground-borne vibration, depending on the specific construction equipment used and the operations involved. The nearest structure to the Project site is the Home Depot building, located approximately 70 feet to the north of the Project boundary line. The nearest residential structure is located approximately 657 feet east of the Project boundary line. Ground-borne vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance. Vibration velocities from typical heavy construction equipment operations that could be used during Project construction range from 0.0006 to 0.0190 in/sec PPV at 70 feet from the source of activity (the distance from active construction zone to the nearest structure to the north), which is below the FTA's 0.20 PPV threshold for structural damage and Caltrans 0.4 in/sec PPV threshold for annoyance. The closest residential uses are approximately 657 feet east of the Project site; at this distance, vibration velocities from typical heavy construction equipment would be far lower than those calculated from the FTA's Transit Noise and Vibration Impact Assessment Manual.

Once operational, the Project would not be a significant source of ground-borne vibration. It is also acknowledged that construction activities would occur throughout the project site and would not be concentrated at the point closest to the nearest structure. Therefore, vibration impacts associated with the Project construction would be less than significant.

c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public us airport, would the project expose people residing or working in the project area to excessive noise levels?*

Less Than Significant Impact. The San Bernardino International Airport runway is approximately 2.66 miles Northwest of the Project site on the other side of I-210 (Google 2023). Figure 3.7-2 Airport Hazards in the Redlands General Plan 2035 EIR displays the Project area outside of the San Bernadino International Airport Influence Area Boundary (City 2018). The Redlands Municipal Airport runway is approximately 2.8 miles to the Northeast of the project site (Google 2023). The Project area is not

within the Redlands Airport Influence Area on the Redlands Municipal Airport Compatibility Map with the western boundary of Orange Street just North of East Lugonia Avenue (City 2002). The western boundary is approximately 0.75 miles northeast of the project site. The Project is not within 2.0 miles of a public airport, private airfield, or within an airport land use plan. Therefore, the Project would not expose people residing or working in the Project area to excessive airport- or airstrip-related noise levels and resulting in a less than significant impact.

4.14 POPULATION AND HOUSING

14.	POPULATION AND HOUSING. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
(b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

4.14.1 Impact Analysis

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact. The Proposed Project would construct a commercial facility consisting of a used automobile and conditioning facility on undeveloped land. The Project site is zoned for commercial uses and the surrounding uses consists of commercially operated businesses. The Proposed Project does not propose construction/extension of roads or other infrastructure that could create substantial unplanned growth. The Proposed Project does not include construction of new residential facilities that would increase population growth within the Specific Plan area.

The construction and operation of the Proposed Project would create temporary and permanent jobs within the City (up to 80 workers in the day shift and 120 workers in the evening). However, the Proposed Project is expected to hire from the local population and would therefore not create significant population growth. Impacts therefore would be less than significant.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Less than Significant Impact. The Project site is undeveloped and zoned for commercial uses. The properties surrounding the Proposed Project have been designated for commercial purposes. There are no residential communities or housing on or adjacent to the Project site. Therefore, the Proposed Project would not displace people from existing housing and would not require construction of replacement housing. Impacts would be less than significant.

4.15 PUBLIC SERVICES

15.	PUBLIC SERVICES.	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
	i) Fire Protection?	☐	☐	☒	☐
	ii) Police Protection?	☐	☐	☒	☐
	iii) Schools?	☐	☐	☒	☐
	iv) Parks?	☐	☐	☒	☐
	v) Other public facilities?	☐	☐	☒	☐

4.15.1 Impact Analysis

a) i) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection?

ii) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection?

Less than Significant Impact. The Proposed Project would not affect the service standards related to police protection and fire protection. The Proposed Project site is located approximately 1 mile southeast of the Redlands Police Station and Redlands Fire Station 264 (Google 2023).

The Proposed Project would not result in population growth requiring the expansion of existing services or the creation of new services. In addition, there would be no demand for increased police and fire protection throughout the area. The area is currently being serviced by the Redlands Police Station and Fire Station 264 and would continue to receive the same services as nearby land uses. While there may be temporary travel delays during construction with the presence of construction vehicles entering and exiting the Project area transporting heavy equipment, they would not create a long-term and significant delay for police protection in the area. Impacts would be less than significant.

iii) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools?

Less than Significant Impact. There are no schools within ¼ mile of the proposed Project. The nearest schools include the Redlands Adventist Academy located 0.9 miles to the South, and Orangewood High School and Redlands eAcademy (located on the Orangewood High School campus) approximately 0.5 mile to the Southeast. Both locations are on the other side of I-10 from the Project site.

Despite its proximity, the development of the Proposed Project would not induce population growth requiring the creation of new services. Additionally, The Proposed Project would not increase the demand for schools in the City. While there may be temporary travel delays during construction with the presence of construction vehicles and equipment traveling along the roadway, these would occur during construction and are not expected to create long term and significant delay to those accessing the school campus. Impacts would be less than significant.

iv) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for parks?

Less than Significant Impact. The Proposed Project would not induce population growth requiring the extension of existing or creation of new park services. The nearest parks to the Project site is the Community Park located at East San Bernardino Avenue and Church Street, approximately 1 mile to the northeast, and Terrace Park, approximately one mile east of the Project site. The construction and operation of the Proposed Project would not result in the deterioration or alteration of nearby parks. Impacts, therefore, would be less than significant because of the Project's distance from the parks.

v) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities?

Less than Significant Impact. The Proposed Project would not induce growth requiring the extension of existing or creation of new services. Construction of the Proposed Project would not result in the demand for expansion or the addition of new service areas as the Project site, and surrounding areas are developed and are serviced by existing utilities and other service providers. Impacts would be less than significant.

4.16 RECREATION

16.	RECREATION. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
(b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

4.16.1 Impact Analysis

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The increased use of existing parks and recreational facilities typically results from a substantial increase in population growth or a lack of recreational facilities in an area. The Proposed Project is the construction of an automobile facility within the commercial district area of the Specific Plan. The Proposed Project would not result in a substantial increase in population growth that would increase the use of existing recreational facilities as it does not propose new residential facilities, nor does it involve the construction or removal of recreational facilities.

The Proposed Project would create temporary and permanent employment with construction and operation of the Proposed Project. The anticipated number of temporary and permanent employees would not result in an increased use of existing neighborhood due to the temporary presence of the construction workers. Additionally, employees of the Proposed Project are expected to be filled by the local workforce. Therefore, the Proposed Project would not result in the substantial physical deterioration of recreational facilities. Therefore, no impacts would occur associated with parks or recreational facilities.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. The Proposed Project does not include construction or expansion of recreational facilities. The Project site is undeveloped and zoned for commercial uses. Properties surrounding the Project site consist of various commercial businesses, or lands designated for commercial use. Therefore, the Proposed Project would not create an adverse physical effect on the environment through construction or expansion of recreational facilities, resulting in no impact.

4.17 TRANSPORTATION

17.	TRANSPORTATION. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle and pedestrian facilities?	☐	☐	☒	☐
(b)	Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
©(c)	Substantially increase hazards due to a geometric design feature (e. g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
(d)	Result in inadequate emergency access?	☐	☐	☒	☐

4.17.1 Impact Analysis

Kimley-Horn prepared a Traffic Study for the Proposed Project dated April 2024. The Traffic Study (Appendix K) was prepared to evaluate and address the traffic-related effects from the Proposed Project.

As described in Appendix K, existing traffic volumes for the study intersections were collected in June 2023, while school was in session. Under Existing Conditions, all study intersections currently operate at an acceptable Level of Service during the morning and evening peak hours. The project is estimated to generate approximately 552 trips daily, with 15 trips in the morning peak hour and 27 trips in the evening peak hour.

a) *Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle, and pedestrian facilities?*

The Traffic Study in Appendix K was conducted in accordance with the City of Redlands traffic study requirements, including Measure "U", and in accordance with the San Bernardino Association of Governments (SANBAG) Congestion Management Program (CMP) requirements. Project-related traffic volumes were added to existing volumes to establish the conditions for the Existing Conditions Plus Project scenario. With the addition of project traffic to existing volumes, all study intersections would continue to operate at an acceptable Level of Service. The details of the analysis are included in Appendix K. Note that CEQA Guidelines section 15064.3(a) states, "a project's effect on automobile delay shall not constitute a significant environmental impact" for CEQA analysis purposes. Only VMT may be used to evaluate transportation impacts under CEQA (see part "b" below for further discussion).

The main access to the Project site will be through West Lugonia Avenue and New York Street. Vehicular access provisions for the Project site would be provided via one unsignalized full-movement driveway at the intersection of New York Street and Brockton Avenue. Based on the City of Redland's Measure "U" requirements, no improvements are required for the proposed project. Therefore, the Proposed Project would not conflict with any program or plan addressing the circulation system in the Project area, resulting in a less than significant impact.

b) Would the project Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less than Significant. Senate Bill 743 (SB 743) was approved by the California legislature in September 2013. SB 743 requires changes to CEQA, specifically directing the Governor's Office of Planning and Research (OPR) to develop alternative metrics to the use of vehicular "Level of Service" (LOS) for evaluating transportation projects. OPR has prepared a technical advisory ("OPR Technical Advisory") for evaluating transportation impacts in CEQA and has recommended that VMT replace LOS as the primary measure of transportation impacts. The Natural Resources Agency has adopted updates to CEQA Guidelines to incorporate SB 743 that requires VMT for the purposes of determining a significant transportation impact under CEQA.

The City of Redlands CEQA Assessment VMT Analysis Guidelines provide details on appropriate screening thresholds that can be used to identify when a proposed land use project is anticipated to result in a less-than-significant impact without conducting a more detailed level analysis. Screening thresholds include the following three categories:

1. Transit Priority Area (TPA) Screening
2. Low VMT Area Screening
3. Project Type Screening

Land development projects that meet one or more of the above screening thresholds may be presumed to create a less-than-significant impact on transportation and circulation. The screening thresholds were reviewed and evaluated for this project.

Projects located within a TPA may be presumed to have a less-than-significant impact. A TPA is defined as a half-mile area around an existing major transit stop along a high-quality transit corridor. 'Major transit stop' means a site containing an existing rail station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and evening peak commute periods. A 'high-quality transit corridor' means a corridor with a fixed route bus service with service intervals no longer than 15 minutes during the peak commute hours.

Based on the San Bernardino County Transportation Authority (SBCTA) VMT Screening Tool, the Project is located within a TPA. However as provided in Appendix K, based on discussion with City staff, because the Project has a floor area ratio (FAR) of less than 0.75 and includes more parking than required by the jurisdiction, the TPA screening would not apply. Therefore, TPA Screening criteria is not met by the Project.

Projects located within a low VMT generating area (VMT per worker, 15% below County baseline) may be presumed to have a less-than-significant impact. Based on the SBCTA VMT Screening Tool, the project is not located in a Low VMT Area. The results of the SBCTA VMT Screening Tool are provided in Appendix K.

The proposed Used Auto Sales and Service Facility project is intended to serve the local community. The nearest CarMax locations in the Redlands/Calimesa/Beaumont area (along the I-10) is approximately 20 to 30 miles away to the west in the City of Riverside (7980 Auto Drive) and even farther way to the east in the City of Palm Desert (73450 Dinah Shore Drive). With the proposed project location in the City of Redlands, residents and employees in the Redlands/Calimesa/Beaumont

area would not travel as far to work nor travel as far to receive the services that the Proposed Project can provide. As a result, the overall VMT in the noted area would be reduced by providing a retail project that is local serving in nature. As such, the proposed project meets the intent of SB 743 due to the reduction of VMT by providing a local-serving use.

Per the City of Redlands CEQA Assessment VMT Analysis Guidelines, based on the proposed use and estimated daily trips for the project, the Proposed Project would generate less than 3,000 MT CO_{2e} per year (2,823.70 MT CO_{2e} per year) as discussed in Section 4.9.1 Greenhouse Gases. As a result, the Proposed Project can be presumed to have a less-than-significant VMT impact and would meet the Project Type Screening criteria.

Based on review of the VMT screening criteria, the project meets the Project Type Screening threshold. Therefore, the project would result in a less-than-significant transportation impact, and no additional VMT analysis is required.

c) *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?*

Less than Significant Impact. The Proposed Project would introduce new traffic flows along New York Street, including ingress and egress to the Project site. While this introduces new features to the site, the Project construction does not include sharp curves or dangerous intersections. Additionally, the Proposed Project is not an incompatible use to the area. Impacts therefore would be less than significant.

d) *Would the project result in inadequate emergency access?*

Less than Significant Impact. The Project site is accessible through Lugonia Avenue and Colton Avenue. Construction and operation of the Proposed Project would not interrupt emergency access to and from the Project site. As described in Section 1.3 Project Description, an additional driveway for emergency access with Knox Box access only will be at the north end of the sales/display lot. Additionally, the operation of the Proposed Project would not interfere with implementation the San Bernadino County Emergency Operations Plan or the City's Hazard Mitigation Plan. Impacts therefore would be less than significant.

4.18 TRIBAL CULTURAL RESOURCES

18.	**TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(a)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒

18.	**TRIBAL CULTURAL RESOURCES. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:**	**Potentially Significant Impact**	**Less than Significant With Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
(b)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

4.18.1 Impact Analysis

a) *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?*

No Impact. As verified by the cultural resources survey for the Proposed Project conducted dated December 2023 (Appendix D), the Proposed Project site does not contain any structures listed or eligible for listing in the CRHR, or in a local register of historic resources as defined in PRC Section 5020.1(k). No impact would occur.

b) *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?*

Less Than Significant Impact with Mitigation Incorporated. On October 9, 2023, the Chambers Group requested that the NAHC conduct a search of its SLF to determine if resources important to Native Americans have been recorded in the Project footprint and buffer area. On November 29, 2023, the NAHC responded stating that the search results were positive. Based on the results of the record search review and background research, there is potential to encounter buried archaeological and paleontological resources. Similarly, consultation with the Native American groups have indicated the possible presence of additional significant resources.

The City sent letters to all of the tribes recommended by the NAHC to conduct consultation. The City of Redlands received several initial responses from multiple Native American Tribes and opened

consultations accordingly in compliance with State law. No information or evidence has been presented to the City indicating that any tribal cultural resources are present or likely to be present on the project site or in the immediate vicinity of the project site. However, the City has agreed to implement certain mitigation measures to minimize any potentially significant impacts in the event of any inadvertent discoveries of tribal cultural resources. The City received suggested mitigation measures from the following tribes: Kizh Nation, the Morongo Band of Mission Indians, and the Yuhaaviatam of San Manuel Nation. As such, in addition to the mitigation measures noted in CUL-1 through CUL-6, TCR-1 through TCR-4 will be implemented to address and avoid any potential impacts to tribal cultural resources (TCR). Impacts associated with substantial adverse change in the significance of a tribal cultural resource are therefore less than significant with mitigation incorporated.

TCR-1 **Tribal Monitoring Services Agreement.** Prior to the issuance of the grading permits, the Applicant shall enter into a Tribal Monitoring Services Agreement with the Consulting Tribe(s). There shall be one monitor for the Gabrieleño Band of Mission Indians-Kizh Nation, and one monitor for the other Consulting Tribes (Morongo Band of Mission Indians, Yuhaaviatam of San Manuel Nation). The Tribal Monitors shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities within 60 feet of the inadvertent discovery to allow identification, evaluation, and potential recovery of tribal cultural resources.

A copy of the executed monitoring agreement with each Consulting Tribe shall be submitted to the lead agency prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

On-site tribal monitoring shall conclude upon the latter of the following: (1) written confirmation to the Consulting Tribe[s] from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or

(2) a determination and written notification by the Consulting Tribe[s] to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Consulting Tribe[s]TCRs.

TCR-2 **Native American Monitor.** Native American monitor(s) selected by the tribe should be present at the Project kickoff meeting, and shall be provided with a schedule of initial ground-disturbing activities, be on-site at the commencement of ground-disturbing activities related to the Project, and as the Project proceeds adjusting personnel and schedule as needed to provide sufficient oversight. The developer, lead contractor, and all subcontractors shall routinely update the Native American monitor(s) and their scheduling representative(s) regarding scheduling for ground-disturbing activities, and changes to said schedule, such that there is sufficient advance notice that a Native American monitor can be scheduled accordingly.

TCR-3 **Worker Environmental Awareness Program (WEAP)/Pre-Grade Meeting.** Prior to commencing construction activities and thus prior to any ground disturbance in the Proposed Project site, the Tribal Monitor(s)shall conduct initial WEAP training/pre-grade meeting for all construction personnel, including supervisors, present at the outset of the Project construction work phase, for which the lead contractor and all subcontractors shall make their personnel available. This WEAP training will educate construction personnel on how to work with the tribal monitor(s) to identify and minimize impacts to tribal cultural resources and maintain environmental compliance, and be performed periodically for new personnel coming on to the Project as needed. The retained Consulting Tribe(s) representative(s) shall attend the WEAP meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

TCR-4 **Inadvertent Discovery of Human Remains.** The Consulting Tribes request the following specific conditions to be imposed in order to protect any inadvertent discovery of Native American human remains and/or cremations. No photographs are to be taken except by the County Coroner, with written approval by the Consulting Tribe(s) if applicable.

A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected; project personnel/observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and PRC § 5097.98.

B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the NAHC within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.

C. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the NAHC within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.

D. If any of the Consulting Tribes has been named the MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department.

TCR-5: **Pre-Grade Meeting.** A Native American monitor(s) selected by the tribe should be present at the Project kickoff meeting, be provided with a schedule of initial ground-disturbing activities and be on-site at the commencement of ground-disturbing activities related to the Project, and as the Project proceeds adjusting personnel and schedule as needed to provide sufficient oversight. The Consultant, lead contractor, and all subcontractors shall routinely update the Native American monitor and their scheduling representative(s) regarding scheduling for ground-disturbing activities, and changes to said schedule, such that there is sufficient advance notice that a Native American monitor can be scheduled accordingly.

TCR-6 **Inadvertent Discovery of Tribal Cultural Resources and Treatment.** In the event that previously unidentified tribal cultural resources are unearthed during construction, the Tribal Monitor(s) shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery (within 60 feet) to allow for the evaluation of potentially significant tribal cultural resources. Tribal isolates and clearly non-significant tribal cultural deposits shall be minimally documented in the field and collected so the monitored grading can proceed.

If a potentially significant tribal cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the Tribal Monitor(s). The Archaeologist and/or Tirbal Monitor(s) shall notify the Lead Agency and other Consulting Tribe(s) of said discovery. The Tribal Monitor(s), in consultation with the Lead Agency and the other Consulting Tribe(s), shall determine the significance of the discovered tribal cultural resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the Tribal Monitor(s), in consultation with the Lead Agency and the other Consulting Tribe(s) and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference:

A. Full avoidance
B. If avoidance is not feasible, Preservation in place.

C. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.
D. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1)

TCR-7 **Final Report.** The final report(s) created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe(s) for review and comment, to the extent permitted by law. After approval of all parties, the final reports are to be submitted to the local repository (Eastern Information Center or SCCIC), as well as providing follow-up reports of any finds to the Eastern Information Center or SCCIC, as required, and the Consulting Tribe(s) if authorized by law.

4.19 UTILITIES AND SERVICE SYSTEMS

19.	UTILITIES/SERVICE SYSTEMS. Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
(b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☒	☐
(c)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
(d)	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
(e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid wastes?	☐	☐	☒	☐

4.19.1 Impact Analysis

The City of Redlands operates its own water and wastewater utilities, cemetery, airport, landfill and solid waste services (City 2023).

a) *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or expansion of which could cause significant environmental effects?*

Less than Significant Impact. The project site would be serviced by Southern California Gas Company for natural gas, Southern California Edison for electricity, Charter Communications for telecommunication services, and the City of Redlands for water and wastewater. There are existing connections in the vicinity of the project site for gas and electricity and Will Serve letters have been received from Southern California Gas Company and Charter Communications. No off-site expansions required.

Wastewater generation during operations would be minimal, as most of the water used in the carwash would be recycled and restroom facilities would serve customers and the approximately 200 workers. The City of Redlands 2021 Wastewater Master Plan capacity analysis indicated that the present treatment system is sufficient to meet projected demands in the near terms, long term, and ultimate buildout (City 2021b). As described in the Drainage Report (Appendix I) the analysis of the proposed storm water management system design would accommodate a 100-year storm up to a 24-hour event. It has been estimated, by the Applicant, that the project would use 33,630 gallons of freshwater per month, which is equivalent to 1.24 acre feet per year (AF/Y). The City of Redlands provides water to the City and its Sphere of Influence. The Redlands 2020 UWMP that is Part 2 Chapter 4 of the 2020 Upper Santa Ana River Watershed Integrated Regional UWMP indicates the 2025 water supply including recycled water is 31,039 AF. The projected water use in 2025 is 25,818 AF including 3,081 AF of Commercial/Institutional use (City 2021b). The projected use by the project is .004 percent of the projected Commercial/Institutional use in 2025. Therefore, there are less than significant impacts associated with relocated or new construction of utilities.

b) *Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal dry and multiple dry years?*

Less than Significant Impact. As described in Section 4.9 Hydrology and Water Quality, Redlands obtains water from surface water from Mill Creek Watershed and Santa Ana River Watershed, groundwater from the Bunker Hill Subbasin and Yucaipa Subbasin, recycled water and water imported from the SWP as needed. During wet years, the City contributes to regional efforts to recharge the Bunker Hill Basin so there is availability in dry years when other sources may be limited (City 2021b). The 2020 Upper Santa Ana River Watershed Integrated Regional UWMP includes an analysis of the water supply reliability assessment up to five consecutive dry water years. The assessment is based on a 10% increase throughout the five-year drought, to be conservative. The results of the analysis indicated that Redlands does not anticipate any water shortage due to consecutive dry years. Therefore, the proposed project included in the East Valley Corridor Specific Plan area projected to consume 1.24 AF/Y would have a less than significant impact on water supply in the foreseeable future during multiple dry years.

c) *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

Less than Significant Impact. The City of Redlands 2021 Wastewater Master Plan future flow projections included 1.1 million gallons per day (MGD) of wastewater flow for 55 developments

currently planned to be built between 2020 and 2030 in addition to the City-wide forecasted population growth. The development plans would include the proposed project because it is part of the East Valley Corridor Specific Plan area and would be constructed before 2030. Therefore, adequate capacity to serve the project is available and the associated impacts would be less than significant.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

d &e) **Less than Significant Impact.** The California Street Landfill is owned and operated by the City of Redlands and has a remaining capacity of 5,168,182 cubic yards and a permitted throughput of 829 tons per day per CalRecycle. As stated in the Redlands Strategic Plan, in 2017, the City Council adopted a new solid waste rate structure, which included funding designated for capital improvement projects and the purchase of more efficient landfill equipment. This has resulted in increased usable capacity of the landfill by 42 percent. SB 1383, effective January 1, 2022, brought regulations aimed to divert 50% of organic waste from landfills below 2014 levels by 2020 and 75% by 2025. The Strategic Plan also states the City has met and exceeded all required state mandates outlined in SB 1383.

The Project proposes to construct a pre-owned automobile sales, refurbishing, and reconditioning facility with outdoor vehicle storage on currently undeveloped land; therefore, no demolition is required. CalRecycle provides an estimate of 0.9 lb/100 sq ft/ day for auto dealer and service station. The proposed facility has 49,491 sq ft of building footprint. Using the CalRecycle estimate, the facility would generate 445 lbs per day (0.2225 tons per day) resulting in approximately 0.03 percent of the permitted throughput at the California Street Landfill (CalRecycle 2006, 2023).

4.20 WILDFIRE

20.	WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
(b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
(c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
(d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

4.20.1 Impact Analysis

a) Would the project impair an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact. The Proposed Project site is not located within a very high fire hazard severity zone of state or local responsibility (CAL FIRE 2023). In addition, the Proposed Project would not interfere with an evacuation or emergency plan as discussed in Section 4.8.1 f) Hazards and Hazardous Materials. Impacts would be less than significant.

b) Would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact. As described in Section 4.8.1 g) Hazards and Hazardous Materials, the project site will be primarily covered with asphalt, cement, and buildings as 11.92 acres will be impervious areas and 5.4 acres would be landscaped/grassy areas. It would not exacerbate wildfire risk. The Project site is located outside of the State and locally classified as a very high fire hazard severity zone. Much of the area surrounding the proposed Project is built out and the undeveloped area has minimal vegetation. Therefore, the project would not exacerbate wildfire risks, resulting in no impact.

c) Would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

Less than Significant. New infrastructure would be required for the proposed project operations. However much of the electrical distribution in the area is underground. Currently, it is not known if the proposed project would have all underground utility connections. However as stated in b), the Project site would not exacerbate wildfire risks, because it is an essentially built out area. New roads would not be constructed as part of the project. The project would have a less than significant impact associated with infrastructure that may exacerbate fire risk.

d) Would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability or drainage changes?

No Impact. As discussed in Section 4.6.1 iv) Geology and Soils, the Project area is not in a landslide susceptibility zone (County 2021). The project site is relatively flat which is supported by the Geotechnical Engineering Report in Appendix E. Most of the surrounding area is built out and the undeveloped area has minimal vegetation. Therefore, there would be no impact from the Project associated with downslope or downstream flooding or landslides.

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

21.	MANDATORY FINDINGS OF SIGNIFICANCE.	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
(b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)	☐	☐	☒	☐
(c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

4.21.1 Impact Analysis

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact with Mitigation. A Biological Resources Letter Report and Cultural Resources Survey and Study Letter Report (Appendices C and D) were prepared to identify if the Proposed Project would have the potential to substantially degrade the quality of the biological resources and eliminate important examples of major periods of California history or prehistory.

The results of the Biological Resources Letter Report (Appendix C), as analyzed in Section 4.4, resulted in less than significant impacts to most of the resources identified, such as riparian habitats and natural communities, federally protected wetlands, migratory fish, or wildlife species, and for areas that have been identified to be in habitat conservation plans. Mitigation measures are required to ensure that special status species of concern (BUOW) and nesting birds would have a less than significant impact during construction (MM BIO-1 and MM BIO-2).

The results of the Cultural Report, as analyzed in Sections 4.5 Cultural Resources, 4.7 Geology and Soils, and 4.18 Tribal Resources, resulted in less than significant impacts to historical resources and less than significant impacts with mitigation related to archaeological and paleontological resources. As discussed in Appendix D (Cultural Report), fossil localities have been recorded within the area

surrounding the Project site and the existence of similar fossil-bearing geologic units are mapped underlying the Project site. There is a possibility of buried resources being identified below surface during grading and other ground disturbances. Implementation of mitigation measures CUL-1 through CUL-4, GEO-2 and GEO-3, and TRC 1 through 7 would result in less than significant impacts to the potential discovery of these resources.

b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)*

Less Than Significant Impact. The Project does not have potential impacts that are individually limited, but cumulatively considerable. Based on the analysis contained in the above Sections, the proposed Project would not result in any significant and unmitigable impacts in any environmental categories. In all cases, effects associated with the Project would be limited to the existing Project Area/disturbance footprint and either result in no new impacts, less than significant impacts, or less than significant impacts with mitigation incorporated. As such, Project impacts are of such a negligible degree that they would not result in a significant contribution to any cumulative impacts.

According to the City's Planning Division Major Project List, updated in April 2024, the Tennessee Village Project is in progress. The Tennessee Village project is located east of Tennessee Street, approximately 500 feet north of East Lugonia Avenue, and approximately 950 feet north of the Project site. The Tennessee Village project proposes amending the zoning designation from EVCSP to C-3 for construction of a mixed-use project, including 460 apartments and 18,000 sq. ft. of commercial space (City 2024). Also, the Liberty Lane Apartments are about a quarter mile north on the opposite side of W Lugonia Avenue from the Project site. The Liberty Lane Apartments are comprised of 80 apartments for veterans and special needs households. This Project is currently under construction.

While these projects will occur nearby the Proposed Project, the impacts associated with the Proposed Project would not be significant when compared to applicable thresholds; therefore, none of the impacts associated with the Project would make cumulatively considerable, incremental contributions to significant cumulative impacts.

c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

Less than Significant Impact with Mitigation. Substantial adverse effects on human beings directly or indirectly are primarily resulting from impacts to air quality, geology and soil, greenhouse gas emissions, hazardous materials, land use, noise, and wildfire. A Health Risk Assessment was prepared by Kimley-Horn dated January 2024 to evaluate potential health risks associated with TAC and DMP from the construction of the Project. The analysis resulted that impacts related to health risk from the Project would be less than significant and the Project's contribution would be less than cumulatively considerable (Appendix B).

As discussed in 4.7 Geology and Soils, unstable soils are present on the Project site that could create subsidence. Methods and specifications to replace the soil to eliminate the risks of soil instability were identified in Appendix E and incorporated into mitigation measure GEO-1 to reduce impacts associated with unstable soil to less than significant.

In Section 4.9 Hazards and Hazardous Materials, a hazardous waste site approximately 602 feet to the northeast of the project was identified and previously determined to have heating oil impacting soil. DTSC noted that the groundwater was not adequately characterized to determine if a release occurred at Teledyne. As the contaminated site is near the Project site, and the characterization of the impacts may not have been conclusive, mitigations measures HAZ-1 and HAZ-1 have been included as a precaution to avoid toxic exposure to workers and the public if unanticipated contaminated soil is encountered during construction. Therefore, implementation of the mitigations would result in a less than significant impact associated hazardous materials site resulting in creation of a significant hazard to the public or the environment would be less than significant.

As analyzed in this initial study and the technical reports attached in the appendices, impacts associated with air quality, greenhouse gas, land use, noise, and wildfire have been determined to be less than significant as the Proposed Project's construction and operations will comply with the City's General Plan policies and Municipal Code. Impacts therefore will be less than significant.

SECTION 5.0 – – MITIGATION, MONITORING AND REPORTING PLAN

Public Resources Code, Section 21081.6 (Assembly Bill 3180) requires that mitigation measures identified in environmental review documents prepared in accordance with California Environmental Quality Act (CEQA) are implemented after a project is approved. Therefore, this Mitigation Monitoring and Reporting Program (MMRP) has been prepared to ensure compliance with the adopted mitigation measures during the Pre-, During, and Post-construction phases of Used-Car Retail Development and Refurbishing Facility Project and Amendment No. 51 to the East Valley Corridor Specific Plan.

The City is the agency responsible for implementation of the mitigation measures identified in the MND. This MMRP provides the City with a convenient mechanism for quickly reviewing all the mitigation measures including the ability to focus on select information such as timing. The MMRP includes the following information for each mitigation measure:

- The phase of the project during which the required mitigation measure must be implemented, and
- The monitoring agency.

The MMRP includes a checklist to be used during the mitigation monitoring period. The checklist will verify the name of the monitor, the date of the monitoring activity, and any related remarks for each mitigation measure.

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
BIOLOGICAL RESOURCES						
BIO-1: **Preconstruction Survey** A preconstruction burrowing owl (BUOW) survey shall be conducted no less than 14 days prior to initiating ground disturbance (including clearing, grubbing, grading), and a final survey within 24 hours prior to ground disturbance, to determine whether BUOW or BUOW burrows are present within or adjacent to the Project site, and to avoid negative impacts and direct take of BUOW. If BUOW are confirmed on-site, avoidance measures will be developed and implemented in compliance with and in coordination with CDFW. The results of the survey shall be documented and filed with the City.	Pre-Construction	Project Proponent, City of Redlands	LTS			
BIO-2: Nesting Bird Survey Construction activities shall take place outside nesting season (nesting typically February 1 to August 31) to the greatest extent practicable. If construction activities occur during nesting season, a preconstruction nesting bird survey shall be conducted within seven days prior to initiation of ground-disturbing activities (including any clearing, grubbing, or grading), or according to the to the survey timing in the Project permits. If an active nest is identified, a minimum avoidance buffer around the active nest should be determined and implemented by a qualified biologist to avoid impacts to the active nest. The buffer shall be established with flagging and stakes or construction fencing. A minimum 100-foot no-disturbance buffer shall be placed around passerine nests. For raptors, the no-disturbance buffer shall be expanded to 500 feet. The buffer should be maintained during physical ground-disturbing activities. Once the qualified biologist has determined that nesting has ceased, and the nestlings have fledged and are no longer using the nest, the buffer may be removed. Biological monitoring should be conducted as needed during the nesting season to monitor the status of any active nests, survey for any new nests, and to refresh nesting bird surveys after any periods of construction inactivity. The results of the survey shall be documented and filed with the City.	Pre-Construction/Construction	Project Proponent, City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
CULTURAL RESOURCES						
CUL-1 Retain Cultural Resource Consultant. The Developer shall retain the services of a qualified cultural resources consultant "Consultant" and require that all initial ground disturbing work be monitored by a cultural resources monitor. This includes all initial construction activities that will potentially expose or encounter intact subsurface sediments underlying the Project site. The cultural resources consultant shall provide a Qualified Archaeologist, meeting the Secretary of the Interior Standards (U.S. Department of the Interior, 2008), and require that all initial ground-disturbing work be monitored by a cultural resources monitor (monitor) proficient in artifact and feature identification in monitoring contexts. The Consultant (Qualified Archaeologist and/or monitor) shall be present at the Project construction phase kickoff meeting. The Archaeologist will conduct Cultural Resource Sensitivity Training. The training session will focus on the archaeological and cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event. The Archaeologist shall be present during all ground-disturbing activities to identify any known or suspected archaeological and/or cultural resources.	Pre-Construction/Construction	Project Proponent, City of Redlands	LTS			
CUL-2 Prior to commencing construction activities and thus prior to any ground disturbance in the Proposed Project site, the Consultant shall conduct initial Worker Environmental Awareness Program (WEAP) training to all construction personnel, including supervisors, present at the outset of the Project construction work phase, for which the lead contractor and all subcontractors shall make their personnel available. This WEAP training will educate construction personnel on how to work with the archaeological/cultural Monitor(s) to identify and minimize impacts to archaeological and cultural resources and maintain environmental compliance and be performed periodically for new personnel coming on to the Project as needed.	Pre-Construction	Project Proponent, City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
CUL-3 The developer or contractor shall provide the Consultant and Monitor with a schedule of initial potential ground disturbing activities. A minimum of 48-hours' notice will be provided to the archaeological Consultant and/or Monitor of commencement of any initial ground disturbing activities that have potential to expose or encounter intact subsurface sediments underlying the Project site. These activities may include grading, trenching, and mass excavation. ▪ As detailed in the schedule provided, a monitor shall be present on-site at the commencement of ground-disturbing activities related to the Project. The Consultant shall observe initial ground disturbing activities and, as they proceed, adjust the monitoring approach as needed to provide adequate observation and oversight. All monitors will have stop-work authority to allow for the recordation and evaluation of finds during construction. The monitor will maintain a daily record of observations as an ongoing reference resource and to provide a resource for final reporting upon completion of the Project. ▪ The Consultant, the lead contractor, and subcontractors shall maintain a line of communication regarding schedule and activity such that the Consultant is aware of all ground-disturbing activities in advance in order to provide appropriate oversight.	Pre-Construction/Construction	Project Proponent, City of Redlands	LTS			
CUL-4 If archaeological or cultural resources are discovered, construction shall be halted within 50 feet of any archaeological or cultural artifacts or features and within 100 feet of any potential human remains at the discretion of the Archaeologist, and shall not resume until the Qualified Archaeologist, in consultation with consulting Tribe(s) and the City, can determine the significance of the find and/or the find has been fully investigated, appropriately documented, and cleared. (See also TCR -1 through TCR-7.)	Pre-Construction/Construction	Project Proponent, City of Redlands	LTS			
CUL-5 At the completion of all ground disturbing activities, the Consultant shall prepare a Cultural Resources Monitoring Report summarizing all monitoring efforts and observations, as performed, and any and all prehistoric or historic archaeological finds, as well as providing follow-up reports of any finds to the Eastern Information Center or SCCIC, as required.	Construction/Post-Construction	Project Proponent, City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
GEOLOGY and SOILS						
GEO-1: Excavate Loose Soil and Replace with Engineered Fill The subsurface soils within the proposed building pads will be removed to a minimum depth of 4 feet below existing site grades, or 2 feet below bottom of proposed foundations, whichever is greater. Deeper removals may be required if loose soils are still encountered at a depth of 4 feet below ground surface. Grading for the proposed structures should incorporate the limits of the footings plus 3 feet beyond the outside edge of perimeter footings. The bottoms of excavations should be probed to determine if it is firm and unyielding. Localized deeper removals may be needed where soft soils are encountered at the excavation bottom. Compacted engineered fill should then be placed to design finish grade elevations. Subgrade soils beneath exterior slabs and pavements should be removed to a depth of 1 foot below the proposed pavement section, including bottom of proposed aggregate base materials. Compacted engineered fill should then be placed to design elevations. Exposed areas receiving fill, once properly cleared and benched where necessary, should be scarified to a minimum depth of 10 inches, moisture conditioned, and compacted per the compaction requirements of the Terracon 2022 Geotechnical Engineering Report in Appendix E.	Construction	Project Proponent, City of Redlands	LTS			
GEO-2 Qualified Paleontologist. Prior to issuance of a grading permit, the Applicant shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground-disturbing construction activity. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the City's Engineering Geologist as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.	Pre-Construction/Construction	Project Proponent, City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
GEO-3 Paleontological Report. At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary	Construction/Post-Construction	Project Proponent, City of Redlands	LTS			
HAZARDS AND HAZARDOUS MATERIALS						
HAZ-1 Unanticipated Contamination Discovery Plan. An Unanticipated Contamination Discovery Plan (UCDP) will be developed prior to ground disturbing activities on the project site. Contractors will be trained on the requirements of the UCDP during pre-construction environmental training. The UCDP is intended to provide guidance to ensure worker and public safety as well as prevent the spread of further contamination if contaminated soils are encountered during construction of the Project. The UCDP will provide contact information for laboratories that will analyze the samples and solid waste facilities that will accept the contaminated soils. It will identify the procedures for: ▪ Notification and documentation requirements; ▪ Identification of the characteristics of the contaminated soil (e.g., sample methods, vertical and horizontal extent of contamination and chemicals of concern); ▪ Determining baseline at which work can be reinitiated in the area; ▪ handling and/or disposal requirements for any contaminated media unearthed. The UCDP shall be effective during all ground disturbing activities of the Project.	Pre-Construction	Project Proponent, City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
HAZ-2 Initial Response to Unanticipated Soil Contamination. During excavation, indicators of possible contamination include, but are not limited to: ▪ Stained or discolored earth, as contrasted to adjoining soil; ▪ Fill material containing debris unearthed during trenching or grading; ▪ Household trash covered by earth or other material that appears to be interspersed with industrial debris; ▪ Gasoline smells or other hydrocarbon odors that emanate when the earth is disturbed; or ▪ Oily residue intermixed with earth. ▪ Immediately following discovery of potentially hazardous waste or contaminants, the Contractor will: ▪ Cease work in the vicinity of suspected contamination; ▪ Cordon off or otherwise restrict access to the suspected area to protect workers and the public; ▪ Notify the City and Project authorities; and ▪ Implement the UCDP.	Construction	Project Proponent, City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
TRIBAL CULTURAL RESOURCES						
TCR-1 Tribal Monitoring Services Agreement. Prior to the issuance of the grading permits, the Applicant shall enter into a Tribal Monitoring Services Agreement with the Consulting Tribe(s). There shall be one monitor for the Gabrieleño Band of Mission Indians-Kizh Nation, and one monitor for the other Consulting Tribes (Morongo Band of Mission Indians, Yuhaaviatam of San Manuel Nation). The Tribal Monitors shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities within 60 feet of the inadvertent discovery to allow identification, evaluation, and potential recovery of tribal cultural resources. A copy of the executed monitoring agreement with each Consulting Tribe shall be submitted to the lead agency prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe. On-site tribal monitoring shall conclude upon the latter of the following: (1) written confirmation to the Consulting Tribe[s] from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Consulting Tribe[s] to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Consulting Tribe[s]TCRs.	Pre-Construction/Construction	Project Proponent, City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation **Less than Significant (LTS)**	**Verification of Compliance**		
				Initial	**Date**	**Remarks**
TCR-2 Native American Monitor. Native American monitor(s) selected by the tribe should be present at the Project kickoff meeting, and shall be provided with a schedule of initial ground-disturbing activities, be on-site at the commencement of ground-disturbing activities related to the Project, and as the Project proceeds adjusting personnel and schedule as needed to provide sufficient oversight. The developer, lead contractor, and all subcontractors shall routinely update the Native American monitor(s) and their scheduling representative(s) regarding scheduling for ground-disturbing activities, and changes to said schedule, such that there is sufficient advance notice that a Native American monitor can be scheduled accordingly.	Construction	City of Redlands	LTS			
TCR-3 Worker Environmental Awareness Program (WEAP)/Pre-Grade Meeting. Prior to commencing construction activities and thus prior to any ground disturbance in the Proposed Project site, the Tribal Monitor(s)shall conduct initial WEAP training/pre-grade meeting for all construction personnel, including supervisors, present at the outset of the Project construction work phase, for which the lead contractor and all subcontractors shall make their personnel available. This WEAP training will educate construction personnel on how to work with the tribal monitor(s) to identify and minimize impacts to tribal cultural resources and maintain environmental compliance and be performed periodically for new personnel coming on to the Project as needed. The retained Consulting Tribe(s) representative(s) shall attend the WEAP meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.	Pre-Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
				Initial	Date	Remarks
TCR-4 Inadvertent Discovery of Human Remains. The Consulting Tribes request the following specific conditions to be imposed in order to protect any inadvertent discovery of Native American human remains and/or cremations. No photographs are to be taken except by the County Coroner, with written approval by the Consulting Tribe(s) if applicable. A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected; project personnel/observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and PRC § 5097.98. B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the NAHC within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5. C. The NAHC shall immediately notify the person or persons it believes to be the MLD. The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98. D. If any of the Consulting Tribes has been named the MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department.	Pre-Construction/Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation **Less than Significant (LTS)**	Verification of Compliance		
				Initial	**Date**	**Remarks**
TCR-5 Pre-Grade Meeting. A Native American monitor(s) selected by the tribe should be present at the Project kickoff meeting, be provided with a schedule of initial ground-disturbing activities and be on-site at the commencement of ground-disturbing activities related to the Project, and as the Project proceeds adjusting personnel and schedule as needed to provide sufficient oversight. The Consultant, lead contractor, and all subcontractors shall routinely update the Native American monitor and their scheduling representative(s) regarding scheduling for ground-disturbing activities, and changes to said schedule, such that there is sufficient advance notice that a Native American monitor can be scheduled accordingly.	Pre-Construction	City of Redlands	LTS			
TCR-6 Inadvertent Discovery of Tribal Cultural Resources and Treatment. In the event that previously unidentified cultural resources are unearthed during construction, the Qualified Archaeologist and the Tribal Monitor shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed. If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the Qualified Archaeologist and Tribal Monitor[s]. The Archaeologist shall notify the Lead Agency and consulting Tribe[s] of said discovery. The Qualified Archaeologist, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the Qualified Archaeologist in consultation with the Tribe[s] and the Tribal Monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference: A. Full avoidance B. If avoidance is not feasible, Preservation in place. C. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction. D. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1).	Pre-Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Agency	Level of Significance After Mitigation **Less than Significant (LTS)**	**Verification of Compliance**		
				Initial	**Date**	**Remarks**
TCR-7 Final Report. The final report(s) created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe(s) for review and comment, to the extent permitted by law. After approval of all parties, the final reports are to be submitted to the local repository (Eastern Information Center or SCCIC), as well as providing follow-up reports of any finds to the Eastern Information Center or SCCIC, as required, and the Consulting Tribe(s) if authorized by law.	Construction	City of Redlands	LTS			

SECTION 6.0 – REFERENCES

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RESPONSE TO COMMENTS AND ERRATA
Used-Car Retail Development and Refurbishing Facility Project and Amendment No. 51 to the East Valley Corridor Specific Plan
CITY OF REDLANDS, CALIFORNIA

Prepared for:

CITY OF REDLANDS
35 Cajon Street, Suite 15A
Redlands, CA 92373

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June 2024

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SECTION 1.0 – INTRODUCTION

1.1 INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

On May 3, 2024, the City of Redlands distributed the Initial Study/Mitigated Negative Declaration (IS/MND) for the Used-Car Retail Development and Refurbishing Facility Project and Amendment No. 51 to the East Valley Corridor Specific Plan Project to public agencies and the general public. In accordance with the California Environmental Quality Act (CEQA) Section 21091 and State CEQA Guidelines Section 15073, a 30-day public review and comment period for the IS/MND was provided from May 3, 2024, to June 3, 2024. **The CITY COUNCIL will consider the Initial Study/Mitigated Negative Declaration for adoption at its regularly scheduled meeting on July 16, 2024, in the Council Chamber located at 35 Cajon Street, Redlands, CA 92373.**

1.2 AVAILABILITY OF THE NOI AND IS/MND

The NOI and the IS/MND were available for review at the following locations:

- OPR State Clearinghouse website 'https://www.opr.ca.gov/sch/'
- City of Redlands website 'https://www.cityofredlands.org/post/environmental-documents'
- **P**lanning Division public counter, 35 Cajon St., Suite 20, Redlands, CA 92373

SECTION 2.0 – RESPONSE TO COMMENTS

No public comments were submitted to the City or State Clearinghouse during the 30-day public review and comment period.

CEQA Guidelines Section 15204 (b) outlines parameters for submitting comments and reminds persons and public agencies that the focus of review and comment of negative declarations should be, "on the proposed finding that the project will not have a significant effect on the environment. If persons and public agencies believe that the project may have a significant effect, they should: (1) Identify the specific effect; (2) Explain why they believe the effect would occur, and; (3) Explain why they believe the effect would be significant."

CEQA Guidelines Section 15204 (c) further advises, "Reviewers should explain the basis for their, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence." Section 15204 (d) also states, "Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility." Section 15204 (e) states, "This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended comments by this section."

In accordance with Public Resources Code 21092.5 (b) of the CEQA Guidelines, the lead agency shall notify any public agency which comments on a negative declaration of the public hearing or hearings, if any, on the project for which the negative declaration was prepared. If notice to the commenting public agency is provided pursuant to Section 21092, the notice shall satisfy the requirement of this subdivision. During the 30-day comment period, no comments were received from agencies or the public.

SECTION 3.0 – REVISIONS TO THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

The following section includes revisions to the IS/MND previously circulated for public review and comment. Text revisions and corrections to the IS/MND are indicated by changes in font styling; deleted text is indicated by a strike-through (~~example~~), and added text is indicated by a bold underline (**example**). Minor editorial corrections (e.g., typographical, grammatical, etc.) have been made throughout the document and are not indicated by strikethrough or bold underlined text.

Revisions are as follows:

This addition is included at the end of b) in Section 4.18.1 Tribal Cultural Resources Impact Analysis

The City initiated consultation with the Gabrieleño Band of Mission Indians – Kizh Nation (Tribe) in December 2023, regarding the Proposed Project, leading to a series of communications and a meeting about the Project and its potential impact on tribal cultural resources. Initial emails from the Tribe indicated agreement with the Specific Plan Amendment and a desire for consultation on future projects. After clarifying Project details, the City and Tribe arranged a meeting in January 2024 to discuss any information the Tribe wished to provide, mitigation measures and that the language in the mitigation measure be allowed to reference "Consulting Tribes" considering multiple ongoing consultation efforts with Native American tribes. The Tribe stated their desire to keep their mitigation measures separate from other Tribes. No mitigation measures were provided during the meeting and the City followed up with the Tribe to request mitigation measures. In February 2022, the City received three mitigation measures from the Tribe.

In March of 2024, the City received an email from the Tribe that contained vague maps, nonspecific newspaper clippings, and other information provided via the body of the email that the Tribe noted as "substantial evidence" related to the Project site and the Tribe requested that the City respond and state to what extent the mitigation measures will be included so the consultation can be concluded. Although the Tribe did not provide any specific information or evidence regarding specific potentially significant impacts to known or likely tribal cultural resources on or near the Project site, the City agreed to implement TCR-1 and TCR-3 (the Tribe provided), and noted that TCR-2 conflicted with use of a Qualified Archaeologist retained by the developer as well as other Tribal Monitors from other Consulting Tribes. The Tribe had also requested that the City pre-declare (i.e., prior to any discovery or assessment) any inadvertent discoveries of tribal resources as belonging to the Gabrieleno – Kizh Nation Tribe to the exclusion of all other Consulting Tribes, which the City declined to implement. The City and the Tribe agreed to meet in early June 2024 to discuss ongoing concerns from the Tribe; the meeting was canceled the day before the scheduled meeting date by the Tribe stating their concern about the involvement of multiple other tribes within their ancestral territory.

The City responded in a letter dated June 25, 2024, that it has made a good faith effort at consultation, and agreed to most mitigation measures in concept (such as tribal monitoring on the project site, etc.) which are consistent with mitigation measures implemented for other projects in the recent past as well as consistent with measures that have been previously proposed by the Tribe. Therefore, given the lack of any information or evidence provided by the Tribe after multiple requests, the City concluded and closed the tribal consultation process pursuant to PRC Section 21080.3.2. The City stated that the mitigation measures they agreed to implement are more than adequate to ensure that any inadvertent discovery or potential impact to tribal cultural resources will remain less than significant.

RESOLUTION NO. 8615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING/REPORTING PROGRAM AND APPROVING THE SOCIO-ECONOMIC COST/BENEFIT STUDY FOR THE FOR A USED AUTOMOBILE SALES FACILITY AND RECONDITIONING/STORAGE FACILITY LOCATED ON THE WEST SIDE OF NEW YORK STREET AT WEST BROCKTON AVENUE.

WHEREAS, CarMax Auto Superstores, Inc. ("Applicant"), has submitted an application for Amendment No. 52 to the East Valley Corridor Specific Plan (Specific Plan No. 40) to allow for pre-owned automobile sales as a conditionally permitted land use without sales of new automobiles within the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan (the "Project" or "Project Entitlements"); and

WHEREAS, this application was filed concurrently with Conditional Use Permit No. 1179 and Commission Review & Approval No. 962 to include used automobile retail sales and online sales, pre-owned automobile reconditioning and outdoor storage yard, and related ancillary activities such as vehicle washing and outdoor loading/unloading activities, submitted for the parcels located on the west side of New York Street at Brockton Avenue (APNs 0169-011-38-0000 and 0169-011-39-0000) (the "Project" or "Project Entitlements"); and

WHEREAS, on June 11, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, on June 11, 2024, the Planning Commission recommended to the City Council that the Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program be adopted; and

WHEREAS, on June 11, 2024, the Planning Commission recommended that the City Council adopt the Socio-Economic Cost/Benefit Study prepared for the Project; and

WHEREAS, the Mitigated Negative Declaration and related materials for the Project that were reviewed by the Planning Commission in making its recommendation for approval have been forwarded to the City Council; and

WHEREAS, on or about July 3, 2024, notice of the City Council's public hearing for the Project, including the Mitigated Negative Declaration and Socio-Economic Cost/Benefit Study, was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, the City Council held a duly noticed public hearing on July 16, 2024, at which interested persons had the opportunity to provide verbal and written testimony on the Project, including the proposed Mitigated Negative Declaration and Socio-Economic Cost/Benefit Study.

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

Section 1. CEQA Compliance. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration ("MND"), related technical studies and analyses, public comments received, the Responses to Comments, and supporting documentation. The City Council determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project. The City Council finds that the MND was prepared in compliance with CEQA, and that the City complied with CEQA's procedural and substantive requirements.

Section 2. Independent Judgment of Lead Agency. The MND for the Project, prepared by the City's environmental consultant, reflects the City's independent judgment and analysis. The City has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in managing as appropriate the environmental consultant, and directing the consultant in the preparation of the MND. The City Council has independently reviewed and analyzed the MND and accompanying technical studies/reports, and finds that the MND reflects the independent judgment and analysis of the City.

Section 3. Adoption of Mitigated Negative Declaration. The City Council finds on the basis of the whole record that there is no substantial evidence that the Project will have a significant effect on the environment, including mitigation measures and any project design features, and hereby adopts the MND for the Project.

Section 4. Adoption of Mitigation Monitoring/Reporting Program. Pursuant to Public Resources Code section 21081.6, the City hereby adopts the Mitigation Monitoring/Reporting Program attached to the MND, and all mitigation measures are included as conditions of approval for the Project.

Section 5. Notice of Determination. The City Council adopt the MND for the Project and the accompanying Mitigation Monitoring and Reporting Program and direct staff to file and post a Notice of Determination in accordance with the State CEQA Guidelines.

Section 6. Custodian of Records. The custodian of documents and other material which constitute the record of proceedings upon which its decision is based is the Development Services Director or designee, and all records are located in the City's Development Services Department.

Section 7. Approval of Socio-Economic Cost/Benefit Study. The City Council of the City of Redlands hereby approves and adopts the Socio-Economic Cost/Benefit Study prepared for the Project based upon the following findings:

A. *The Project will not create unmitigated physical blight within the City or overburden public services including, without limitation, the sufficiency of Police and Fire Protection services.*

The Project will not create significant unmitigable physical blight in the City of Redlands ("City") or overburden public services, including without limitation police and fire protection services, because the mitigation measures for environmental impacts, described in the study, have been added to the project as Conditions of Approval. The Project developer will make improvements to facilitate implementation of the Project, including the construction of adjacent roadways and roadway improvements the project frontage. The Project would provide connections to existing City infrastructure. Utility lines less than 66kV in size or capacity will be placed underground. Storage and utility areas will be appropriately screened from public views. The Project developer is required to fund the project's fair share allocation of any necessary public infrastructure associated with development of the Project.

B. *The benefits to the City resulting from development of the Project outweigh any direct cost to the City that may result.*

The Socio-Economic Cost/Benefit Study demonstrates that the Project will generate "new net" annual revenues of approximately $57,743.50 and approximately $4,772.10 in costs, and therefore will result in a positive balance of $52,971.40 (or cost/benefit ratio of +12.10). For every dollar the City spends in providing services to the Project, the City will receive $12.10 in "new net" revenue. Revenue provided to the City through sales taxes, increased property tax assessment, and the payment of development impact fees, indirect funding will be provided for cultural enhancements, downtown district enhancements, public safety (Police and Fire) enhancements, and traffic safety enhancements.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____

Eddie Tejeda, 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 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8616

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING AMENDMENT NO. 52 TO THE EAST VALLEY CORRIDOR SPECIFIC PLAN (SPECIFIC PLAN NO. 40) TO ALLOW USED AUTOMOBILE SALES, WITHOUT THE SALES OF NEW AUTOMOBILES, AS A CONDITIONALLY PERMITTED USE IN THE EV/CG (GENERAL COMMERCIAL) DISTRICT.

WHEREAS, CarMax Auto Superstores, Inc. ("Applicant"), has filed an application for Amendment No. 52 to the East Valley Corridor Specific Plan (Specific Plan No. 40) to allow for pre-owned automobile sales as a conditionally permitted land use without sales of new automobiles within the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan (the "Project" or "Project Entitlements"); and

WHEREAS, this application was filed concurrently with Conditional Use Permit No. 1179 and Commission Review & Approval No. 962 to include used automobile retail sales and online sales, pre-owned automobile reconditioning and outdoor storage yard, and related ancillary activities such as vehicle washing and outdoor loading/unloading activities, submitted for the parcels located on the west side of New York Street at Brockton Avenue (APNs 0169-011-38-0000 and 0169-011-39-0000) (the "Project" or "Project Entitlements"); and

WHEREAS on May 31, 2024, notice of the Planning Commission's public hearing for the Project and related Project Entitlements was published in the Redlands Daily Facts and notices were mailed to property owners within a 300-foot radius; and

WHEREAS, on June 11, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, at the public hearing on June 11, 2024, the Planning Commission determined that the Specific Plan Amendment would be in conformity with the 2035 General Plan, and adopted Resolution No. 1683 recommending approval for Amendment No. 52 to the East Valley Corridor Specific Plan (Specific Plan No. 40); and

WHEREAS, on or about July 3, 2024, notice of the City Council's public hearing for the Project, including Specific Plan Amendment No. 49 was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on July 16, 2024, the City Council held a duly noticed public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public.

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

Section 1. General Plan Conformity. The proposed Specific Plan Amendment to remove the Project site (the proposed Bergamot Specific Plan Amendment) from the boundaries of the East Valley Corridor Specific Plan will conform with the Redlands General Plan.

Section 2. Approval of Specific Plan Amendment No. 52 to the East Valley Corridor Specific Plan. Specific Plan Amendment No. 52 to the East Valley Corridor Specific Plan (Specific Plan No. 40) is hereby approved. Specific Plan Amendment No. 52 shall amend Chapter 7 of the East Valley Corridor Specific Plan to allow for pre-owned automobile sales as a conditionally permitted land use without sales of new automobiles within the General Commercial (EV/CG) District, as more particularly shown in "Exhibit "A" attached hereto.

Section 3. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____
Eddie Tejeda, 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 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CHAPTER 7. GENERAL COMMERCIAL

Section EV3.0701 Intent

The General Commercial District creates, preserves and enhances areas for businesses which provide a variety of goods and services serving a community or regional market. The District provides for the grouping of retail and service uses that are compatible in the type of commodity sold, the scope of services provided or the method of operation.

The District may contain major department stores, administrative/ professional headquarters and community or regional shopping centers. Smaller businesses which benefit from the customer drawing power of the larger stores and provide specialty goods and services may also be located here. The creation of a pleasant and efficient environment for shopping and business is the primary function of this District.

Section EV3.0705 Locational Standards

(a) The area is occupied or will be occupied by stores and businesses which provide retail sales and services for a wide range of consumer needs, characterized by relatively long-term utility.

(b) The District is located either at the intersection of major streets or along major streets and freeways.

(c) The area is free of environmental constraints and has physical conditions which can sustain commercial development, including all required parking, circulation, landscaping and yards.

(d) The location shall be consistent with the General Plan text and maps.

Section EV3.0710 Permitted Land Uses

The following uses are permitted within the General Commercial District. New construction shall require Commission Review and Approval as required by the Redlands Municipal Code. Determinations regarding similar uses not specifically listed shall be made pursuant to §EV3.0135(b).

(1) Agriculture as a continuation of the existing land use, including orchards, groves, nurseries, field crops, tree crops, berry crops, bush crops, truck gardening and commercial flower growing, and structures and appurtenances thereof.

(2) Uses permitted in the Neighborhood Commercial District and Administrative Professional District.

(3) Retail sale of goods generally characterized by relatively long-term utility or consumption, including but not limited to the following types of goods and/or stores:

- Antiques
- Appliances
- Art galleries, print and frame shops
- Auto and motorcycle parts and accessories (new)
- Automobiles, motorcycles and other motor vehicles (new)
- Bicycles and parts
- Boats
- Commercial nursery, retail
- Computers and accessories
- Department and general merchandise stores
- Draperies, curtains, upholstery
- Fur goods and apparel
- Furniture and home furnishings
- Home improvement centers
- Jewelry, precious metals, coin and stamp dealers
- Office supplies and equipment
- Photographic equipment and supplies
- Plumbing and heating equipment and supplies
- Radio, TV, stereo
- Secondhand merchandise and thrift shops
- Swimming pools and spas
- Vintage or collectible vehicles
- Wall and floor coverings

(4) Provision of services to individuals and business establishments, generally including but not limited to the following types of services:

- Automobile rental (limited to offices and storage of vehicles only; no on-site repair or maintenance of rental vehicles permitted)
- Car washes
- Eating establishments (including on-site sale of alcoholic beverages), with the exception of drive-through restaurants, which shall require a Conditional Use Permit
- Funeral parlors and mortuaries
- Furniture repair and re-upholstery
- Medical massage therapy; provided, that (a) a minimum of eighty percent (80%) of the establishment's clients are from referrals by state-licensed health care providers, and (b) the establishment's records are kept on the premises and made accessible to the City upon request for compliance
- Pet grooming
- Restaurants *See "Eating establishments"*

- Taxidermy
- Telephone exchanges
- Veterinarians and animal hospitals
- Vocational and trade schools

(5) Repair and servicing of any article which is permitted to be sold in this District.

Section EV3.0712 Accessory Land Uses

The following uses are permitted as an accessory use to a primary permitted or conditionally permitted use:

(1) Sale of used automobiles and other vehicles, if accessory to the sale of new vehicles.
(2) Nightclubs
(3) Recreation centers
(4) Skating rinks indoor)
(5) Hotels and Motels
(6) Conditionally permitted uses in the Administrative Professional District and Neighborhood Commercial District.

Section EV3.0713 Conditionally Permitted Uses

The following uses may be permitted subject to approval of a Conditional Use Permit by the Planning Commission. Determinations regarding similar uses not specifically listed shall be made pursuant to §EV3.0135(b):

(1) Auto service and repair centers

(2) Commercial repair garages for motor vehicles and equipment (including body and paint work)

(3) Cultural, Entertainment and Recreational Facilities, generally including but not limited to the following:

- Arcades, pool halls, discotheques
- Bars and cocktail lounges
- Bowling alley and miniature golf
- Drive-in theaters
- Gymnasiums, health and athletic clubs, figure salons
- Live theaters (except adult theaters as defined by the Redlands Municipal Code)
- Meeting halls (lodge and union)
- Motion picture theaters
- Nightclubs
- Recreation centers
- Skating rinks (indoor)

(4) Hotels and Motels

(5) Conditionally permitted uses in the Administrative Professional District and Neighborhood Commercial District.

(6) Retail sales of pre-owned or used automobiles (as primary use) not in conjunction with new auto sales.

Section EVJ.0715 Prohibited Uses

Any use not listed as permitted, conditionally permitted, or permitted as an accessory use is prohibited in the General Commercial District.

Section EVJ.0720 Development Standards

(a) All lots shall have adequate width, depth and area to accommodate all required parking, setbacks, landscaping, loading, trash enclosures, and access requirements.

(b) No maximum building height is established. Height limits shall be determined in accordance with Part 77 of the FAA regulations. Also refer to Floor Area Ratio-Section EV4.0240(a).

(c) Minimum building setbacks shall be as follows:

(1)

Front yard	25 feet
Street side yard	25 feet
Side and rear yards	None except where adjoining residential district

(2) Where district abuts a street designated as a Special Landscaped Street in Section EV4.0115 (a), see Section EV4.0155 for setback and landscaping requirements.

(3) Where district abuts a residential district or residential portion of a Planned Development, see Section EV4.0225 (d) for setback and landscape buffer requirements.

(4) See Section EV 3.0620 (i) for exceptions for front yard and street side yard setbacks for unenclosed, architectural type projections such as portico's, porte-cochere's, and pedestrian walkways for drive through restaurants and services.

(d) For requirements on landscaping, walls, access, parking, loading, trash enclosures, lighting and storage, the provisions of Division 4 shall apply.

(e) The provisions of Division 4 shall apply to signs. In addition, the maximum area of any sign facing a residential district shall be 75 feet.

(f) All access ways to a public street shall be located not less than seventy-five (75) feet from the intersection of any street lines, and shall be designed in a manner conducive to safe ingress and egress. Where practical, exits shall be located on a minor street. Frequency of access ways shall be at intervals of not less than one hundred (100) feet.

(g) Automobile Sales Development Standards

The purpose of these provisions are to establish standards for the development of new and pre-owned automobile sales facilities where sales are conducted outdoors.

The following property development standards shall apply when they are more restrictive than the development standards for the particular zone in which new automobile sales are proposed to be conducted:

(1) Site Area. Each site shall have a minimum area of 50,000 square feet.

(2) Site Dimensions. The minimum lot width and depth dimensions shall be 200 feet.

(3) Parking. Off-street parking shall be provided in accordance with the provisions of Chapter 18.164 of the Redlands Municipal Code.

(4) Landscaping. A minimum of ten percent of the site shall be landscaped. Landscaping shall be placed along the entire street frontage, except for driveway openings and walkways. Landscaping shall be oriented to enhance public views and accent on-site structures.

(5) Architectural Treatment. It is the policy of the City to require high quality architectural treatment. The design of the facilities shall be harmonious with the character and quality of the neighborhood and community.

(6) Service Areas and Facilities. Service areas and facilities, and outdoor motor vehicle holding areas for operational vehicles (not including display areas for auto sales), shall be completely screened from view from the public right of way. Screening shall be by use of walls, earth berms, landscaping or a combination thereof.

RESOLUTION NO. 8617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1179 AND COMMISSION REVIEW AND APPROVAL NO. 962 TO ALLOW THE CONSTRUCTION AND OPERATION A PRE-OWNED AUTOMOBILE SALES AND SERVICE/RECONDITIONING FACILITY INCLUDING OUTDOOR VEHICLE STORAGE LOT ON APPROXIMATELY 18.56 ACRES OF LAND LOCATED ON THE WEST SIDE OF NEW YORK STREET AT WEST BROCKTON AVENUE IN THE GENERAL COMMERCIAL (EV/CG) DISTRICT OF THE EAST VALLEY CORRIDOR SPECIFIC PLAN (APNS: 0169-011-38-0000 AND 0169-011-39-0000).

WHEREAS, CarMax Auto Superstores, Inc. ("Applicant"), has filed applications for Conditional Use Permit No. 1179 and Commission Review & Approval No. 962 to construct a pre-owned automobile sales and service/reconditioning facility consisting of: a 4,958 square-foot retail sales building, a 39,621 square-foot automobile service/repair facility and reconditioning building, a 2,772 square-foot quality control/auction building with 936 square foot non-public carwash, a private fuel tank/dispenser, an outdoor vehicle holding/storage lot, and various related on-site improvements including driveways, landscape, lighting, and walls/fences on an 18.56-acre project site located on the west side of New York Street at West Brockton Avenue, approximately 1000 feet north of West Colton Avenue in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan (APNs: 0169-011-38-0000 and 0169-011-39-0000) (the "Project" or "Project Entitlements"); and

WHEREAS, these applications were filed concurrently with Amendment No. 52 to Specific Plan No. 40 (the "Project" or "Project Entitlements"); and

WHEREAS, the Project is subject to the California Environmental Quality Act (CEQA), the City has prepared an Initial Study for the Project in accordance with the State CEQA Guidelines, and adopted a Mitigated Negative Declaration for the project in accordance with CEQA Guidelines Section 15074; and

WHEREAS, on June 11, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, on June 11, 2024, the Planning Commission recommended approval of the Project to the City Council; and

WHEREAS, on or about July 3, 2024, notice of the City Council's public hearing for the Project was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on July 16, 2024, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and

written evidence submitted by and on behalf of the applicant, and testimony by members of the public; and

WHEREAS, following the public hearing on July 16, 2024, the City Council determined that approval of the proposal is in the best interests of the public health, safety, and general welfare.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed Project is subject to the California Environmental Quality Act (CEQA), and the City Council has adopted Resolution No. 8615 certifying and adopting the Mitigated Negative Declaration and related Mitigation Monitoring/Reporting Program for the project.

SECTION 2. FINDINGS FOR APPROVAL OF CONDITIONAL USE PERMIT NO. 1179. The City Council of the City of Redlands hereby approves Conditional Use Permit No. 1179 based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A," and Exhibit "B,":

1. *That the proposed development will not adversely affect the applicable land use plans of the city.*

   The proposed development will not adversely affect the land use plans of the City, as the proposed development is consistent with the General Plan's land use designations as Commercial and Commercial Industrial, and the General Commercial (EV/CG) district of the East Valley Corridor Specific Plan (as amended), which allow for a variety of commercial and light industrial uses, including used automobile sales facilities. With the conditions of approval requiring retail operations and enhanced screening for vehicle storage areas, the proposed development meets all applicable development standards of the EV/CG district.

2. *That the proposed development will not be detrimental to the public health, safety and welfare.*

   The proposed project will not be detrimental to the public health, safety, and welfare. The proposed project will develop a used automobile sales facility with ancillary service, reconditioning and outdoor storage areas on an existing 18.56-acre lot that is consistent with existing commercial development in the surrounding area. An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared to fully analyzed potential environmental impacts as a result of the proposed project, and all potential impacts are either considered less than significant or can be mitigated to a level that will be less than significant. The MND contains a total of twelve (12) mitigation measures that have been recommended to reduce potential impacts associated with Biological Resources, Cultural Resources, Tribal Cultural Resources, Geology and Soils, and Hazards and Hazardous Materials. With the

implementation of these mitigation measures, impacts are reduced to a level that is less than significant, and a Mitigated Negative Declaration is recommended.

The project will construct two driveway entrances which will serve the proposed project. New York Street and Lugonia Avenue are roadways that have capacity to provide adequate vehicular access to the development, and Lugonia Avenue is a dedicated truck route.

3. That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards.

With the recommended conditions of approval requiring enhanced screening, the proposed development complies, to the maximum extent feasible, with the City's General Plan and zoning regulations. In addition, the project will meet all applicable development standards in the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan, and other applicable provisions of the Redlands Municipal Code.

4. That the proposed development is appropriate at the proposed location.

The proposed used automotive sales facility is appropriate at the proposed location because it is consistent with commercial uses within the vicinity, and has adequate site design and access to ensure maximum land use compatibility. The site is designated Commercial, and Commercial Industrial by the General Plan and located within the General Commercial (EV/CG) District of the East Valley Corridor Specific Plan. These designations at the project site date back to the early 2000s, therefore, the site has been envisioned to be developed with commercial development since at least that time. The project site is a 18.56-acre site located near several large scale commercial and industrial developments including a new automobile sales facility, commercial shopping centers, and an industrial building, and incorporates improvements that will be similar to the surrounding area and standard new developments. Enhanced screening, as required with the conditions of approval, will allow the project to be compatible with adjacent land uses. Utilities and services in the area are adequate to serve the proposed development, and adjacent roadways have capacity to provide adequate vehicular access to the development.

SECTION 3. FINDINGS FOR APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 962. The City Council of the City of Redlands hereby approves Commission Review & Approval No. 962 based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A" and Exhibit "B":

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the

neighborhood.

The site is physically suitable for the type of development proposed. The site has a relatively flat grade, is currently vacant, with all necessary utilities available. The project will construct adequate access consisting of two driveways for the proposed used automobile use. The project consists of constructing a 4,958 square foot sales building, a 39,621 square foot service/reconditioning building, a 2,772 square foot quality control building with 936 square foot non-public carwash, a private fuel tank/dispenser, and an outdoor vehicle storage lot approximately six acres in size. The buildings will be set far back from the street and comply with their respective land use and zoning designations. The proposed use and site design complies with the General Commercial (EV/CG) district of the East Valley Corridor Specific Plan and the with the conditions of approval requiring enhanced screening, adjusts to existing permitted uses of land adjacent by protecting them from unsightly views onto the outdoor storage yard and will comply with all development standards in terms of setbacks, lot coverage, parking, landscaping and screening.

2. *The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.*

The project site is located on the west side of New York Street which has been designed to carry the type and quantity of traffic generated or to be generated by the proposed use, and connects to Lugonia Avenue, a dedicated truck route. The traffic study prepared by the applicant demonstrates that traffic impacts during peak hours will be insignificant. The site will be developed with a used automotive retail and reconditioning facility and is in close proximity to collector streets, major arterials, and designated truck routes. Ingress and egress will be provided from a two driveways taking access from New York Street. With approval of the Specific Plan amendment and the conditions of approval, the proposed project is consistent with the General Plan and Zoning designations for the property.

3. *The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.*

The conditions set forth are adequate to protect the public health, safety and general Welfare, including those that require additional landscaping and wall screening. These conditions ensure maximum land use computability by protecting neighboring commercial and residential properties from unsightly view onto the outdoor vehicle storage lot. In addition, conditions of approval requiring the operation of a retail sales facility during operation of the project site will ensure the project is compliant with the land use regulations established by the East Valley Corridor Specific Plan, which are an expression of the City's goals and policies protecting the public health, safety and general welfare. In addition, the project will also comply with design standards and the applicable provisions of the Redlands Municipal Code.

4. *The proposed development is in conformity with the provisions of Chapter 18.12, and approval of the plan is in the best interest of the public health, safety, and general welfare. It is intended that design submittals be compatible with the character of adjacent and surrounding developments, and that they be of comparable composition, materials, textures and colors. Conformance is evaluated based on consideration of the seven criteria contained in RMC Section 18.12.170(B).*

   The proposed height, form, and architectural treatment of the retail and service buildings will be consistent and compatible with surrounding nearby retail/commercial structures (including automobile retail sales, retail stores, and other commercial service buildings) on all sides that are one-story and two-story buildings. The proposed architectural materials, textures, finishes, and colors will be compatible with the predominantly retail character of adjacent and surrounding developments. The proposed landscape materials, palette, and screening are consistent with the character of adjacent and surrounding developments.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____
Eddie Tejeda, 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 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL

1. This permit/approval authorizes Conditional Use Permit No. 1179 and Commission Review & Approval No. 962 to construct a pre-owned automobile sales and service/reconditioning facility consisting of: a 4,958 square-foot retail sales building; a 39,621 square-foot automobile service/repair facility and reconditioning building; a 3,708 square-foot quality control/auction building; a 936 square-foot non-public carwash (i.e., developer's use only) ; a private fuel tank/fuel dispenser; a display area/lot for retail sales vehicles actively available for sale; an outdoor vehicle holding/storage lot on approximately six acres of the subject property (for vehicles awaiting repair or reconditioning or public display); and related on-site improvements including driveways, landscape, lighting, walls/fences, security and access gates, frontage improvements, and other related improvements. The project site consists of 18.56 acres located on the west side of New York Street at West Brockton Avenue (APNs: 0169-011-38-0000 and 0169-011-39-0000).

2. This permit/approval shall require that a minimum of 4,958 square-feet of enclosed floor area for the Sales Building (i.e., at least half of the Sales Building floor area for conducting retail sales as shown on the project plans) shall be regularly operated and staffed for conducting onsite retail sales of automobiles on all days that the subject property is in operation. The other activities and uses on the subject property (including auto body or engine repair, other repairs, reconditioning, painting, outdoor storage lot) shall not be operated unless the retail sales component of the business is also being operated during daytime hours on the same day. The retail sales building shall be operated on every day that other non-retail uses/activities/operations are occurring.

3. The developer, property owner, and/or business operator shall not modify, alter, expand, or intensify the authorized land use (listed in Condition No. 1) or any approved buildings or approved site improvements (per the approved Project Plans) unless and until reviewed and approved by the Development Services Director or designee. Substantial modification, alteration, expansion, or intensification of the use may require a formal application for Revision at the discretion of the Development Services Director. Any application for a Revision to CUP No. 1179 and/or CRA No. 962 shall be reviewed and approved by the Planning Commission in accordance with the provisions of the Redlands Municipal Code.

4. This permit/approval shall expire two (2) years from the date of project approval (shall expire on June 11, 2026), unless construction has commenced pursuant to a building or engineering permit(s), or a time extension is granted in accordance with the Redlands Municipal Code pursuant to RMC Section 18.192.090 (Conditional Use Permits).

5. Any application(s) for an Extension of Time must be submitted to the Planning Division at least ninety (90) days prior to the expiration date.

6. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

7. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

8. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code, California Building Code, and California Fire Code in effect at the time of permit issuance.

9. All plans submitted to the City shall reflect the Planning Commission or City Council approval and any other changes required by the Commission, Council, and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

10. A copy of the approved Conditions of Approval shall be included on the cover page(s) of the construction plans submitted to the Building Division.

11. No final inspection or Certificate of Occupancy shall be granted until all applicable conditions of approval have been satisfied.

12. Prior to the issuance of a building permit, a Lot Merger shall be recorded.

13. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction

14. All utilities shall be placed underground. Plans shall be submitted that detail the undergrounding of all off-site and on-site utilities, subject to review and approval by the Municipal Utilities and Engineer Director and the Development Services Director, prior to issuance of building permits.

15. Ground mounted equipment, shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits.

16. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers, DCDAs, and similar utility appurtenances shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

17. Prior to the issuance of a building permit for any walls over three feet (3'0") in height or open fences over four feet (4'0") in height within the front yard setback(s), the developer shall obtain a Minor Exception Permit. Prior to the issuance of a building permit for any walls over six feet (6'0") in height, the developer shall obtain a Minor Exception Permit.

18. Guardrail fencing enclosing the vehicle display lot shall be placed behind landscape screening (e.g., shrubs, hedge type plants, trees, earthen berm, etc.). The Development Services Director may require and enforce additional screening improvements as site conditions change or warrant sufficient screening in accordance with the East Valley Corridor Specific Plan.

19. The outdoor vehicle storage/holding yard(s) shall be screened from public view from public rights-of-way through: placement behind buildings; and/or the construction or installation opaque walls minimum ~~eight~~ **six** feet tall, and landscape screening (e.g., hedge type plants, trees, earthen berm, etc.). The Development Services Director may require and enforce additional screening improvements as site conditions change or warrant sufficient screening in accordance with the East Valley Corridor Specific Plan. This requirement does not apply to the retail sales vehicle display area(s) at the front of the subject property. **(added by Planning Commission)**

20. In accordance with the approved traffic study, production employee shift scheduling shall occur across two primary shifts: 7:00PM to 3:00PM and 3:00PM to 11:00PM).

21. Roof and ground-mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to the issuance of building permits.

22. Prior to the issuance of building permits, the applicant shall submit plans detailing that roof screening is of adequate height to screen any roof-top equipment from public view on all sides, subject to review and approval by the Development Services Director. Screening of air conditioning units and other equipment on the buildings shall be incorporated into or compatible with the architectural design of the buildings. All equipment shall be screened from public view of adjacent roadways and freeways.

23. Prior to building permit issuance, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. Walkway lighting shall have a maximum height of 12 feet and all parking lot lighting shall have a maximum height of 30 feet.

24. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

25. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

26. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

27. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

28. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

29. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient

Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

30. Trash enclosure design and finish shall be subject to review and approval by the Facilities and Community Services Department and Development Services Department during plan check, prior to the issuance of building permits. Trash storage and refuse areas shall match the project architecture, including solid covered roofs and metal gate(s).

31. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing etc. The nature of the measures will depend on the specific requirements of the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all sub-contractors working on the site.

32. The project site shall be kept in a weed and dust free condition throughout all periods of construction and development.

33. All construction activities shall comply with the City's Noise Ordinance (RMC Chapter 8.06). Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of 6:00 P.M. and 7:00 A.M., including Saturdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real property line. All mobile or stationary internal combustion engine powered equipment or machinery shall be equipped with exhaust and air intake silencers in proper working order, or suitable to meet the standards set forth herein.

34. Employees associated with the business or tenant(s) shall only park their personal vehicles within the subject property, and shall not utilize public right-of-way.

35. All vehicle transport trucks or tractor-trailer delivery trucks shall not load or unload vehicles or other merchandise on New York Street or other public right-of-way. All vehicle loading/unloading activities shall occur on the project site only.

36. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted on the project site and within the truck parking areas and shall be strictly enforced by the facility operator.

37. Signs shall be installed at all truck exit driveways directing truck drivers to the permitted truck route(s) per the General Plan (Figure 5-7, Truck Routes) to be routed to the Interstate Freeway System.

38. There shall be no outdoor storage of any materials/products, shipping containers, temporary structures, temporary trailers functioning as office or service buildings, or heavy equipment located on the subject property.

39. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

40. Revocation procedures: The Planning Commission may, after notice and public hearing, revoke approval of this permit/approval (CUP No. 1192) for noncompliance with any of its conditions.

    A. Notice shall be mailed to the record owner or lessee of the subject property not less than twenty (20) days prior to giving a ten (ten) day public notice. The record owner or lessee notice shall set forth the noncompliance, and shall request appearance by the permittee at the time and place specified for the hearing, to allow them to show cause why this approval should not be revoked.

    B. Notice shall be given as provided in RMC Section 18.192.040.

    C. Within ten (10) days after the hearing, the Planning Commission may revoke or modify the conditions of approval or the entitlement. After revocation, or modification, the subject property shall conform to all regulations of the zone in which it is located.

    D. Following the revocation of this entitlement by the city, no application for a Conditional Use Permit for the same or substantially the same use on the same or substantially same site shall be filed within six (6) months of the date of the denial or the revocation of the Conditional Use Permit.

    CEQA Mitigation Measures:

41. BIO-1: Preconstruction Survey A preconstruction burrowing owl (BUOW) survey shall be conducted no less than 14 days prior to initiating ground disturbance (including clearing, grubbing, grading), and a final survey within 24 hours prior to ground disturbance, to determine whether BUOW or BUOW burrows are present within or adjacent to the Project site, and to avoid negative impacts and direct take of BUOW. If BUOW are confirmed on-site, avoidance measures will be developed and implemented in compliance with and in coordination with CDFW. The results of the survey shall be documented and filed with the City.

42. BIO-2: Nesting Bird Survey Construction activities shall take place outside nesting season (nesting typically February 1 to August 31) to the greatest extent practicable. If construction activities occur during nesting season, a preconstruction nesting bird survey shall be conducted within seven days prior to initiation of ground-disturbing activities (including any clearing, grubbing, or grading), or according to the to the survey timing in the Project permits. If an active nest is identified, a minimum avoidance buffer around the active nest should be determined and implemented by a qualified biologist to avoid impacts to the active nest. The buffer shall be established with flagging and stakes or construction fencing. A minimum 100-foot no-disturbance buffer shall be placed around passerine nests. For raptors, the no-disturbance buffer shall be expanded to 500 feet. The buffer should be maintained during physical ground-disturbing activities. Once the

qualified biologist has determined that nesting has ceased, and the nestlings have fledged and are no longer using the nest, the buffer may be removed. Biological monitoring should be conducted as needed during the nesting season to monitor the status of any active nests, survey for any new nests, and to refresh nesting bird surveys after any periods of construction inactivity. The results of the survey shall be documented and filed with the City.

43. CUL-1: Retain Cultural Resource Consultant. The Developer shall retain the services of a qualified cultural resources consultant "Consultant" and require that all initial ground disturbing work be monitored by a cultural resources monitor. This includes all initial construction activities that will potentially expose or encounter intact subsurface sediments underlying the Project site. The cultural resources consultant shall provide a Qualified Archaeologist, meeting the Secretary of the Interior Standards (U.S. Department of the Interior, 2008), and require that all initial ground-disturbing work be monitored by a cultural resources monitor (monitor) proficient in artifact and feature identification in monitoring contexts. The Consultant (Qualified Archaeologist and/or monitor) shall be present at the Project construction phase kickoff meeting. The Archaeologist will conduct Cultural Resource Sensitivity Training. The training session will focus on the archaeological and cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event. The Archaeologist shall be present during all ground-disturbing activities to identify any known or suspected archaeological and/or cultural resources.

44. CUL-2: Prior to commencing construction activities and thus prior to any ground disturbance in the Proposed Project site, the Consultant shall conduct initial Worker Environmental Awareness Program (WEAP) training to all construction personnel, including supervisors, present at the outset of the Project construction work phase, for which the lead contractor and all subcontractors shall make their personnel available. This WEAP training will educate construction personnel on how to work with the archaeological/cultural Monitor(s) to identify and minimize impacts to archaeological and cultural resources and maintain environmental compliance and be performed periodically for new personnel coming on to the Project as needed.

45. CUL-3: The developer or contractor shall provide the Consultant and Monitor with a schedule of initial potential ground disturbing activities. A minimum of 48-hours' notice will be provided to the archaeological Consultant and/or Monitor of commencement of any initial ground disturbing activities that have potential to expose or encounter intact subsurface sediments underlying the Project site. These activities may include grading, trenching, and mass excavation.

    A. As detailed in the schedule provided, a monitor shall be present on-site at the commencement of ground-disturbing activities related to the Project. The Consultant shall observe initial ground disturbing activities and, as they proceed, adjust the monitoring approach as needed to provide adequate observation and oversight. All monitors will have stop-work authority to allow for the recordation and evaluation of finds during construction. The monitor will maintain a daily

record of observations as an ongoing reference resource and to provide a resource for final reporting upon completion of the Project.

B. The Consultant, the lead contractor, and subcontractors shall maintain a line of communication regarding schedule and activity such that the Consultant is aware of all ground-disturbing activities in advance in order to provide appropriate oversight.

46. CUL-4: If archaeological or cultural resources are discovered, construction shall be halted within 50 feet of any archaeological or cultural artifacts or features and within 100 feet of any potential human remains at the discretion of the Archaeologist, and shall not resume until the Qualified Archaeologist, in consultation with consulting Tribe(s) and the City, can determine the significance of the find and/or the find has been fully investigated, appropriately documented, and cleared. (See also TCR -1 through TCR-7.)

47. CUL-5: At the completion of all ground disturbing activities, the Consultant shall prepare a Cultural Resources Monitoring Report summarizing all monitoring efforts and observations, as performed, and any and all prehistoric or historic archaeological finds, as well as providing follow-up reports of any finds to the Eastern Information Center or SCCIC, as required.

48. GEO-1: Excavate Loose Soil and Replace with Engineered Fill The subsurface soils within the proposed building pads will be removed to a minimum depth of 4 feet below existing site grades, or 2 feet below bottom of proposed foundations, whichever is greater. Deeper removals may be required if loose soils are still encountered at a depth of 4 feet below ground surface. Grading for the proposed structures should incorporate the limits of the footings plus 3 feet beyond the outside edge of perimeter footings. The bottoms of excavations should be probed to determine if it is firm and unyielding. Localized deeper removals may be needed where soft soils are encountered at the excavation bottom. Compacted engineered fill should then be placed to design finish grade elevations.

    Subgrade soils beneath exterior slabs and pavements should be removed to a depth of 1 foot below the proposed pavement section, including bottom of proposed aggregate base materials. Compacted engineered fill should then be placed to design elevations.

    Exposed areas receiving fill, once properly cleared and benched where necessary, should be scarified to a minimum depth of 10 inches, moisture conditioned, and compacted per the compaction requirements of the Terracon 2022 Geotechnical Engineering Report in Appendix E.

49. GEO-2: Qualified Paleontologist. Prior to issuance of a grading permit, the Applicant shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground-disturbing construction activity. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and

submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the City's Engineering Geologist as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.

50. GEO-3: Paleontological Report. At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.

51. HAZ-1: Unanticipated Contamination Discovery Plan. An Unanticipated Contamination Discovery Plan (UCDP) will be developed prior to ground disturbing activities on the project site. Contractors will be trained on the requirements of the UCDP during pre-construction environmental training. The UCDP is intended to provide guidance to ensure worker and public safety as well as prevent the spread of further contamination if contaminated soils are encountered during construction of the Project. The UCDP will provide contact information for laboratories that will analyze the samples and solid waste facilities that will accept the contaminated soils. It will identify the procedures for:

    A. Notification and documentation requirements;

    B. Identification of the characteristics of the contaminated soil (e.g., sample methods, vertical and horizontal extent of contamination and chemicals of concern);

    C. Determining baseline at which work can be reinitiated in the area; and

    D. Handling and/or disposal requirements for any contaminated media unearthed.

    The UCDP shall be effective during all ground disturbing activities of the Project.

52. HAZ-2: Initial Response to Unanticipated Soil Contamination. During excavation, indicators of possible contamination include, but are not limited to:

    A. Stained or discolored earth, as contrasted to adjoining soil;

    B. Fill material containing debris unearthed during trenching or grading;

    C. Household trash covered by earth or other material that appears to be interspersed

with industrial debris;

D. Gasoline smells or other hydrocarbon odors that emanate when the earth is disturbed; or

E. Oily residue intermixed with earth.

F. Immediately following discovery of potentially hazardous waste or contaminants, the Contractor will:

- Cease work in the vicinity of suspected contamination;
- Cordon off or otherwise restrict access to the suspected area to protect workers and the public;
- Notify the City and Project authorities; and
- Implement the UCDP.

53. TCR-1: Tribal Monitoring Services Agreement. Prior to the issuance of the grading permits, the Applicant shall enter into a Tribal Monitoring Services Agreement with the Consul□ng Tribe(s). There shall be one monitor for the Gabrieleño Band of Mission Indians-Kizh Na□on, and one monitor for the other Consul□ng Tribes (Morongo Band of Mission Indians, Yuhaaviatam of San Manuel Na□on). The Tribal Monitors shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities within 60 feet of the inadvertent discovery to allow identification, evaluation, and potential recovery of tribal cultural resources.

A copy of the executed monitoring agreement with each Consulting Tribe shall be submitted to the lead agency prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

On-site tribal monitoring shall conclude upon the latter of the following:

1. Written confirmation to the Consulting Tribe[s] from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or

2. A determination and written notification by the Consulting Tribe[s] to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Consulting Tribe[s]TCRs.

54. TCR-2: Native American Monitor. Native American monitor(s) selected by the tribe should be present at the Project kickoff meeting, and shall be provided with a schedule of initial ground-disturbing activities, be on-site at the commencement of ground-disturbing activities related to the Project, and as the Project proceeds adjusting personnel and schedule as needed to provide sufficient oversight. The developer, lead contractor, and all subcontractors shall routinely update the Native American monitor(s) and their scheduling representative(s) regarding scheduling for ground-disturbing activities, and changes to said schedule, such that there is sufficient advance notice that a Native American monitor can be scheduled accordingly.

55. TCR-3: Worker Environmental Awareness Program (WEAP)/Pre-Grade Meeting. Prior to commencing construction activities and thus prior to any ground disturbance in the Proposed Project site, the Tribal Monitor(s)shall conduct initial WEAP training/pre-grade meeting for all construction personnel, including supervisors, present at the outset of the Project construction work phase, for which the lead contractor and all subcontractors shall make their personnel available. This WEAP training will educate construction personnel on how to work with the tribal monitor(s) to identify and minimize impacts to tribal cultural resources and maintain environmental compliance and be performed periodically for new personnel coming on to the Project as needed. The retained Consulting Tribe(s) representative(s) shall attend the WEAP meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

56. TCR-4: Inadvertent Discovery of Human Remains. The Consulting Tribes request the following specific conditions to be imposed in order to protect any inadvertent discovery of Native American human remains and/or cremations. No photographs are to be taken except by the County Coroner, with written approval by the Consulting Tribe(s) if applicable.

    A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected; project personnel/observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has

48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and PRC § 5097.98.

B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the NAHC within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.

C. The NAHC shall immediately notify the person or persons it believes to be the MLD. The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98.

D. If any of the Consulting Tribes has been named the MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department.

57. TCR-5: Pre-Grade Meeting. A Native American monitor(s) selected by the tribe should be present at the Project kickoff meeting, be provided with a schedule of initial ground-disturbing activities and be on-site at the commencement of ground-disturbing activities related to the Project, and as the Project proceeds adjusting personnel and schedule as needed to provide sufficient oversight. The Consultant, lead contractor, and all subcontractors shall routinely update the Native American monitor and their scheduling representative(s) regarding scheduling for ground-disturbing activities, and changes to said schedule, such that there is sufficient advance notice that a Native American monitor can be scheduled accordingly.

58. TCR-6: Inadvertent Discovery of Tribal Cultural Resources and Treatment. In the event that previously unidentified cultural resources are unearthed during construction, the Qualified Archaeologist and the Tribal Monitor shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.

    If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the Qualified Archaeologist and Tribal Monitor[s]. The Archaeologist shall notify the Lead Agency and consulting Tribe[s] of said discovery. The Qualified Archaeologist, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the

discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the Qualified Archaeologist in consultation with the Tribe[s] and the Tribal Monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference:

A. Full avoidance.
B. If avoidance is not feasible, Preservation in place.
C. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.
D. If all other options are proven to be infeasible, data recovery.

59. TCR-7: Final Report. The final report(s) created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe(s) for review and comment, to the extent permitted by law. After approval of all parties, the final reports are to be submitted to the local repository (Eastern Information Center or SCCIC), as well as providing follow-up reports of any finds to the Eastern Information Center or SCCIC, as required, and the Consulting Tribe(s) if authorized by law.

Building & Safety Division

60. When the Entitlement Review is approved, submit complete construction drawings including structural calculations, soils report, and energy calculations to Building and Safety for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

61. Disabled access for the site and buildings must be in accordance with the State of California and ADA regulations.

62. Accessible EVC parking spaces for future and required EVCS as per the California Green Code is required.

63. The Underground Storage Tank (UST) requires a City of Redlands building permit, fire operational permit, and permits through San Bernardino County (CUPA – Certified Unified Program Agency).

Fire Department

64. Fire Department Access & Water Supply (Fire Master Plan)

A. Fire Department Access & Water Supply plan is required to be formally submitted to Redlands Fire Department as a separate permit application prior grading & building permits.

Review Note: Preliminary Site Fire Master included in project packet accounts for major aspects of the Fire Department Access & Water Supply plan. Details and specifics to be reviewed in the separate permit identified above.

65. Two Points of Connection for On-Site Fire Protection Water Supply

    A. Acknowledging the inherent high fire fuel load associated with the proposed amount of vehicles present, this project is required to provide a looped design for the on-site fore protection water supply with two points of connection to the public water mains.

66. Fuels Management and Weed Abatement

    A. From the present time until project construction phase, property owner is responsible to maintain compliance with Redlands Municipal Code Chapter 8.40 regarding Weed Abatement and Fuels Management.

    B. Weeds and annual grasses shall be maintained at 4 inches of growth or less.

    C. Tumbleweeds and similar uncultivated vegetation shall be removed.

Other City Departments/Divisions:

67. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    A. Land Use Engineering Division (Exhibit B)

_____
Brian Desatnik
Development Services Director

EXHIBIT B
LAND USE ENGINEERING DIVISION
CONDITIONS OF APPROVAL

[Attached]

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO.1179 AND COMMISSION REVIEW AND APPROVAL NO. 962

Date of P.C. Meeting:	**June 11, 2024**
Applicant:	**CarMax Auto Superstores, Inc.**
Location:	**West Side of New York Street at West Brockton Avenue.**
Project Description:	**Construct a Pre-Owned Automobile Sales Facilities and Service/Reconditioning Facility on an Approximately 18.5 Acre Site**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the East Valley Corridor Specific Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.192.050)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.192.050)

5. The post-construction stormwater discharge rate (Q) from a 100 year storm event shall not be greater than the pre-construction stormwater discharge rate (Q).

6. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

7. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

8. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

   NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

9. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107. (RMC 13.54)

10. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment

controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT.

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
   a. Precise Grading

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items shall include:
   a. Encroachment Permits from Caltrans.

5. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

6. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field

data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

7. Provide pad certification and compaction report to the Building and Safety Department.

8. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
   - Transportation Facilities; (RMC 3.54)
   - Fire Facilities; (RMC 3.60)
   - General Government Facilities; (RMC 3.60)
   - Police Facilities; (RMC 3.60)
   - Storm Drain Facilities; (RMC 3.56)
   - Water Capital Improvement Charge; (RMC 3.48)
   - Recycled Water Capital Improvement Charge; (RMC 3.53)
   - Water Source Acquisition Charge; (RMC 13.40)
   - Sewer Capital Improvement Charge; (RMC 3.44)
   - Solid Waste Capital Improvement Charge; (RMC 3.70) and
   - Water/Recycled Water/Sewer Frontage Charges. (RMC 13.44 and 13.12.)

9. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

10. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

11. Requirements for New York Street (RMC 18.192.050):

    a. Dedicate to provide for a 32 foot half street right-of-way width;
    b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. No altered, broken or substandard existing improvements observed at this time;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct underwalk drain, if necessary;
    e. Use traffic index of 8.0; and
    f. Install commercial fire hydrants as required by the Redlands Fire Department.

12. Provide for adequate drainage facilities. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual. (RMC 192.050)

13. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

14. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

15. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

16. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

17. Dedication documents shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

3. Submission of approved onsite potable and irrigations plans (pdf format) is required prior to connection to recycled water system. All onsite improvements shall be done in accordance with the Water Resources Control Board, Division of Drinking Water requirements for recycled water. City shall submit plans to Division of Drinking Water for approval prior to final approval and installation of irrigation meters.

4. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050)

5. Pay the Water/Recycled Frontage Charges. (RMC 13.12.)

6. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the

Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

6. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

7. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

8. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

3. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

Donald Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

Initial

FILE: CUP 1179 & CRA 968

City Council Meeting **J. 4.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public hearing to consider Planned Development No. 7; Lot Merger No. 8
(Mayor to declare meeting as public hearing)

A. Construction of a 357,610 square-foot warehouse (including 6,000 square feet of office space) and related site improvements including parking lots, loading docks, landscaping, walls and fences, lighting, stormwater drainage facilities, and utility connections on approximately 16 net acres located at 1101 California Street on the west side of California Street between Lugonia Avenue and Interstate 10 (APNs: 0292-033-11-0000 and 0292-033-13-0000);

B. Mitigated Negative Declaration and corresponding Mitigation Monitoring and Reporting Program prepared for the project in accordance with Section 15074 of the CEQA Guidelines; and the Socio-Economic Cost/Benefit Study prepared for the project in accordance with Measure U (Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon applicant, or his/her representative, for comments and testimony.
5. Mayor calls for comments/questions/testimony from members of the public
(3 minutes per speaker).
6. Mayor calls upon City Clerk to note any written comments received.
7. Mayor calls upon the applicant, or representative, for rebuttal

comments (5 minutes).
8. Mayor closes the public hearing.
9. City Council considers the motion and votes.

MOTION(S):

If the City Council desires to deny the application, the following motion is provided:

> I move that the City Council adopts Resolution No. 8619 denying Planned Development No. 7 and Lot Merger No. 8.

Alternatively, if the City Council desires to approve the application, the following motion is provided:

> I move that the City Council adopts Resolution No. 8620 adopting a Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program; adopt a Socio-Economic Cost/Benefit Study; and approve Planned Development No. 7 and Lot Merger No. 8.

RECOMMENDATION:

At its regular meeting on June 11, 2024, the Planning Commission considered the project applications and voted 7–0 recommending that the City Council deny the project.

Prior to the meeting, the City received a total of 72 written public comments (all opposed to the project). The primary concerns raised in the comments include the possible impacts on traffic congestion and air pollution resulting from the project, the proximity of the proposed warehouse to nearby receptors such as the Kaiser medical building to the north, as well as expressing opposition to the proliferation of warehousing in general.

During the public hearing on June 11, 2024, a total of 15 individuals addressed the Planning Commission (nine spoke in opposition to the project and four in support). The primary concerns raised during the hearing include project impacts on traffic, air pollution and public health, as well as general concerns about the suitability of the site for a warehouse based on its incompatibility with surrounding uses. Comments in support of the project largely focused on the economic benefits created by temporary jobs during construction.

During deliberation, the Commission expressed various concerns about the proposed development including its incompatibility with surrounding land uses and being out of character with the surrounding community, the cumulative impact of local and regional warehousing development, the proximity of sensitive

receptors including the adjacent Kaiser facility, and various inconsistencies with the General Plan (see "Findings" section of this report for further discussion of the Commission's deliberation). The Commission concluded that they could not make the required findings for approval of the Planned Development application and directed staff to prepare denial findings and forward their recommendation to the City Council for consideration. On June 25, 2024, the Planning Commission adopted a resolution containing denial findings and (Attachment E) recommending that the City Council deny the project.

STAFF RECOMMENDATION:

Based on the analysis and findings contained in the staff report to the Planning Commission (Attachment F), staff recommends approval of the project because the project:

1. Substantially conforms to the General Plan's "Commercial/Industrial" land use designation of the subject site and is consistent with a number of General Plan objectives and policies, particularly those concerning the East Valley Corridor; and

2. Complies with all applicable development standards of the East Valley Corridor Specific Plan and Municipal Code; and

3. Would not conflict with traffic Level of Service (LOS) standards nor cause adverse socio-economic or fiscal impacts under Measure U; and

4. Would not result in significant adverse environmental effects upon implementation of feasible mitigation measures.

BACKGROUND:

The subject property was formerly occupied by an amusement park ("Pharoah's Lost Kingdom" and "Splash Kingdom Waterpark") which was demolished in 2021. The site is now vacant except for the remnant improvements and footings from former park attractions and parking lots.

Surrounding land uses include: Kaiser medical office building (directly to the north across Lugonia Ave.) and large warehouses to the north; office buildings, retail, and San Bernardino County Museum to the east; large warehouse/distribution facilities and light industrial uses to the west; Interstate 10 abutting the project site on the south side, and retail uses further to the south (within the City of Redlands) and City of Loma Linda further to the south.

PROPOSAL:

The applicant proposes to merge two parcels totaling approximately 16.0 net acres and construct a 357,610 square-foot warehouse building and related site

improvements including parking lots, loading areas, landscaping, screen walls, lighting, stormwater drainage facilities, and utility connections. The project site is located at 1101 California Street, on the west side of California Street, between Lugonia Avenue and the westbound Interstate 10 on-ramp.

ANALYSIS:

A summary of staff's analysis is provided below. Please refer to the Planning Commission staff report (Attachment F) for the detailed analysis.

General Plan: The proposed development complies with all applicable zoning and development standards (under the East Valley Corridor Specific Plan and Municipal Code) and is consistent with the "Commercial/Industrial" General Plan land use designation of the subject site. Staff believes the project is consistent with the following General Plan goals and policies:

> Action: 3-A.4: Encourage and attract businesses that support industry clusters for demand occupations in technology, healthcare, business services, education, and logistics.
>
> Principle 4-P.7: Provide a diversity of compatible land uses throughout the city, providing opportunities for the development of a range of businesses, services, residential types, and public facilities to meet the needs of the community.
>
> Principle 4-P.10: Ensure that the scale and character of new development is appropriate for surrounding terrain and the character of existing development.
>
> Principle 4-P.13: Provide for the concentration of office, industrial, and commercial uses in appropriate locations near transportation corridors to encourage the development of employment centers and reduce the potential for land use conflicts with sensitive uses.
>
> Action 4-A.27: Provide space for expansion of existing industries and protect them from encroachment by inharmonious uses, but encourage most new industries to locate in the East Valley Corridor where impacts on residential areas will be minimized.
>
> Principle 5-P.29: Prioritize goods movement along specific routes in the city, consistent with the layered network, to foster efficient freight logistics.

East Valley Corridor Specific Plan: The project site is located in the Special Development (EV/SD) district of the East Valley Corridor Specific Plan (EVCSP) according to the zoning map (Attachment C). The purpose of the EV/SD district is to provide regulatory, land use, and design flexibility to attain economical and efficient use of land (EVCSP Section EV3.1101). The EV/SD district allows any

uses that are permitted in the following specific plan districts: Administrative/Professional (EV/AP), General Commercial (EV/CG), Commercial Industrial (EV/IC), and Public/Institutional (EV/IP). Warehousing is permitted in the EV/IC district and is, by extension, also permitted in the EV/SD district.

RMC Chapter 18.156 (Warehouse Regulations): The proposed facility also complies with the provisions of Ordinance No. 2955, now codified in RMC Chapter 18.156, Article XII.

Measure 'U' Traffic Standards and Socio-Economic Cost/Benefit Study: Measure 'U' is a growth management initiative approved by Redlands voters in 1997, and establishes several principles of managed development including a general requirement that a Level of Service (LOS) grade of "C" or better must be maintained at roadway intersections. Based on the traffic impact analysis prepared for the project in December 2023, intersections in the project study area presently operate at acceptable LOS. The study further concludes that the projected increase in traffic levels caused directly by the project is not expected to reduce the performance of study intersections below the Measure U threshold of LOS C. The proposed development is estimated to generate 1,132 passenger-car equivalent (PCE) daily trips, with 111 total trips modeled in the AM peak hour and 114 total trips modeled in the PM peak hour. Based on the forecasted "existing plus project" traffic conditions, nearby intersections are expected to continue functioning at acceptable performance levels under project operating conditions. Project traffic is not anticipated to adversely affect the performance of nearby intersections below LOS 'C' and, therefore, no mitigating roadway system improvements are identified as necessary.

The developer will dedicate a portion of the southeast corner of the project site (abutting the I-10 on-ramp) to Caltrans in order to accommodate one new additional free right-turn lane that will be constructed in the future. In addition, the project will also re-stripe the existing median on Lugonia Avenue to accommodate a new westbound left-turn lane for truck access into the proposed Driveway 1.

Measure 'U' requires a socio-economic cost/benefit study for projects involving new structures larger than 5,000 square feet. A Socio-Economic Cost/Benefit Study has been prepared for this project (see Attachment H). According to the Cost/Benefit Model used by the City, the project is projected to result in annual non-residential revenues of $197,250 to the City upon project implementation and annual ongoing costs of $17,672. The surplus is $179,578 and the cost/benefit ratio is +11.16.

FINDINGS:

Findings for Planned Development

In considering a Planned Development application, the City Council must make

the following two findings in order to grant approval. The Planning Commission was unable to make either of the two required findings. After each finding below there is a discussion as to why the Planning Commission was unable to make the finding as well as a discussion as to why staff believes that the findings can be made.

1. *The proposed Planned Development is in conformity with the General Plan of the City.*

   Planning Commission

   The Planning Commission determined this finding cannot be made for the following reasons. The proposed Planned Development does not conform to the General Plan of the City because it conflicts with several General Plan objectives and policies concerning the City's overall character and land use planning principles. Specifically, the Livability Element of the General Plan provides several policies intended to (1) maintain a land use pattern of various uses designed and arranged to protect and enhance Redlands' unique character; (2) provide for buffers and transitions between low- and high-intensity land uses; and (3) ensure that the scale and character of new development is appropriate for surrounding terrain and the character of existing development. The proposed development of a major warehouse on the subject site does not maintain a land use pattern that protects and enhances community character, which is characterized by a heterogeneous distribution of compatibly located land uses. The proposed development would expand industrial land uses eastward toward existing commercial development, thereby degrading community character as a result. Furthermore, the subject site is located between existing land use of different intensities (industrial to the west; commercial to the north and south), and the proposed development does not adequately provide for buffers or land use transitions that would contribute to harmonious and orderly development of the area.

   Staff

   The General Plan land use designation of the subject site is "Commercial/Industrial" which provides for certain types of commercial and light industrial uses, including flex commercial space as well as business parks, that may be compatibly located. As a warehousing facility, the proposed development is consistent with both the General Plan land use designation and applicable General Plan goals and policies, particularly those concerning the East Valley Corridor. Designated truck routes are abutting and available to the subject site, and the proposed development abuts the Interstate 10 freeway and California Street interchange. No abutting, adjacent or nearby sensitive receptors are located in proximity to the project site or the necessary truck routes that serve the proposed facility.

2. *The proposed Planned Development would not adversely affect the surrounding area or the Redlands community in general.*

   Planning Commission

   The Planning Commission determined this finding cannot be made for the following reasons. The proposed Planned Development would adversely affect the surrounding area because surrounding properties to the north and east are developed with commercial buildings that should be protected from the encroachment of incompatible and impactful uses including warehousing. The proposed development is incompatible with surrounding uses and is inconsistent with the existing pattern of development in the vicinity. The proposed development would adversely impact surrounding non-industrial uses, particularly the site of the existing medical office building to the north across Lugonia Avenue on which the development of a regional hospital complex is reasonably foreseeable based on recent filing of development applications. Furthermore, the subject site is in close proximity to planned future transit-oriented development (south of Interstate 10 on California St.) identified as the Transit Villages Concept within the 2035 General Plan. Development of the subject site with a warehouse would unduly increase the potential for future land use conflicts to occur in these sensitive areas.

   Staff

   The subject site is generally surrounded by existing industrial and commercial developments, and no existing or reasonably foreseeable land use conflicts or other detrimental effects are present in the vicinity. Vehicular access and freeway access (for large trucks and tractor-trailers) are adjacent to the subject site, and several ramps access Interstate 10 near the project site and elsewhere in the vicinity. The project will dedicate land to widen and improve the westbound California Street on-ramp to Interstate 10 abutting the project site. Truck traffic to and from the proposed warehouse facility will have minimal effect on the local street network. Furthermore, the proposed use will not be detrimental to the health, safety, or general welfare, and will not be injurious to property or improvements in the vicinity. The proposed development is compatible with the surrounding area and all improvements necessary to adequately serve the new development are existing or will be constructed as required by the conditions of approval.

Findings for Socio-Economic Cost/Benefit Study

The Socio-Economic Cost/Benefit Study prepared for the project concludes that the proposed development would result in a positive cost/benefit ratio exceeding 1.0, and the project will not create or result in any significant unmitigable

physical blight or overburden public services in the community. Thus, the following findings for adoption of the Socio-Economic Cost/Benefit Study can be made:

1. The project will not create unmitigated physical blight within the City or overburden public services including, without limitation, the sufficiency of police and fire protection services.

   The Project will neither create unmitigated physical blight within the City of Redlands nor overburden public services, including the sufficiency of police and fire protection services, because the proposed development: features attractive and well-designed architecture and perimeter landscaping and will serve as a positive addition to the East Valley Corridor; existing public service capacity is sufficient to serve the new development; and the expected increase in public revenue generated by the proposed development more than offsets the expected public cost of serving the proposed development. The Project will not create significant unmitigable physical blight in the City of Redlands or overburden public services, including without limitation police and fire protection services. The Project site is adjacent to or abuts primarily industrial, office, and commercial developments, and is located within an area designated in the General Plan for industrial development.

   The Project site is located in an area designated in the General Plan as Commercial/Industrial. The Project provides improvements to blend in with and enhance the surrounding community through use of architectural treatment and landscaped buffers along the public right-of-way, screen walls, and preservation of existing mature landscape trees as well as planting of new trees. Moreover, the Project will contribute or provide funding for a public art installation that is valued at a minimum of one (1) percent of the total Project value.

2. The benefits to the City resulting from the development of the project outweigh any direct cost to the City that may result.

   According to the Socio-Economic Cost/Benefit Study, the proposed development is projected to generate annual revenues of approximately $197,250.50 and have approximately $17,672.30 in costs. Therefore, the project will result in a positive balance of $10,373 (or a positive cost/benefit ratio of 11.16). For every one dollar the City will spend in providing services to the project, the City will receive $11.16 in revenue. The project would provide revenue to the City through increased property tax assessment, sales tax and the payment of development impact fees. These fees may provide for cultural enhancements, downtown district enhancements, park enhancements, public safety (Police and Fire) enhancements, and traffic enhancements. In addition, customers and guests will also contribute additional revenue to the City’s General Fund through local sales tax

generation, including the new 1.0% local sales tax (Measure T) approved by Redlands voters.

ENVIRONMENTAL REVIEW:

According to Section 15270 of the California Environmental Quality Act (CEQA) Guidelines, CEQA does not apply to projects which a public agency rejects or disapproves. Therefore, the City Council may deny the project entitlements and determine the adoption of the resolution is exempt from environmental review.

Alternatively, if the City Council wishes to approve the project, the Initial Study/Mitigated Negative Declaration that was prepared for the project must be adopted as required by the California Environmental Quality Act in accordance with Section 15074 of the CEQA Guidelines. The Planning Commission reviewed the Initial Study/Mitigated Negative Declaration on June 11, 2024, and did not express any concerns or opposition to the document itself.

Initial Study/Mitigated Negative Declaration: The Initial Study/Mitigated Negative Declaration (IS/MND) (see Attachment I-1) prepared for the project is based on the CEQA Guidelines and includes analysis of all standard environmental factors (i.e., those listed in CEQA Guidelines Appendix G). The document was prepared using the appropriate criteria and thresholds for an IS/MND in compliance with CEQA.

Public Review & Comment Period: The required minimum 30-day public review and comment period began on March 28, 2024, and ended on April 29, 2024. The Notice of Intent was published in a local newspaper as well as posted to OPR's State Clearinghouse website for CEQA documents (SCH No. 2024031107). The Initial Study and related documents are also posted on the City's website for environmental documents at'www.cityofredlands.org/post/environmental-documents'.

Mitigation Measures: The Mitigation Monitoring/Reporting Program (Attachment I-2) includes mitigation measures pertaining to Biological Resources, Cultural Resources, Geology & Soils, and Tribal Cultural Resources. After mitigation, no potentially significant impacts were identified as a result of the project, and the mitigation measures will be incorporated into the project as mandatory conditions of approval.

Public Comments: A total of eleven (11) public comments were received from interested parties and the South Coast Air Quality Management District (AQMD). South Coast AQMD requested clarification on technical documents and modeling information (air quality, health risks, and greenhouse gas analysis) and provided general information concerning regulatory compliance. There is no information or evidence identifying any potentially significant impacts as a result of the project, and the City's environmental consultant has provided a written response to the comments (see Attachment I-3). The proposed Mitigated Negative Declaration is the appropriate environmental determination for this

project.

ALTERNATIVES:

The City Council may continue the public hearing and direct staff to address any issues or bring back additional information.

SUBMITTED BY:
Brian Desatnik, Development Services Director

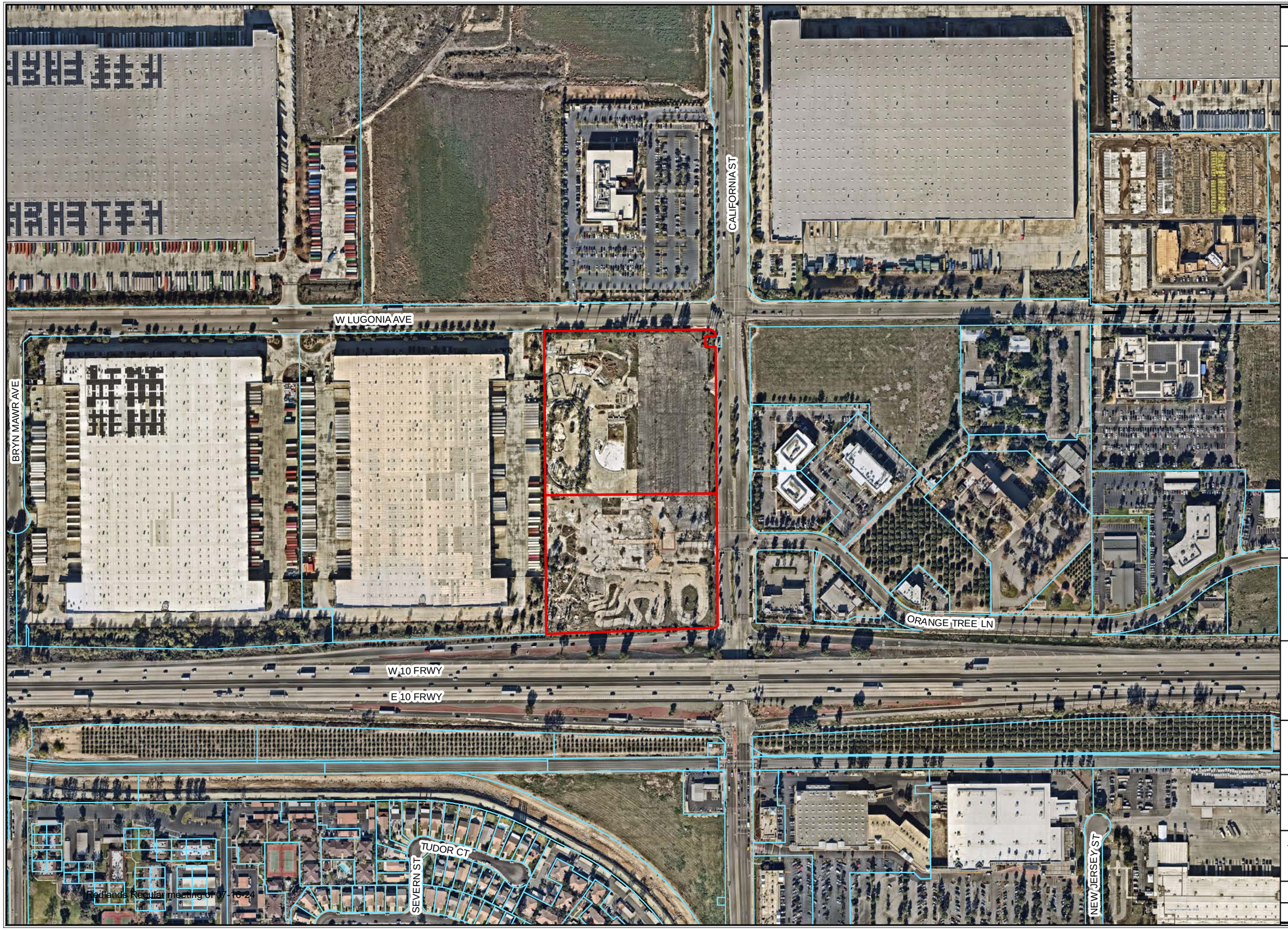
RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Kevin Beery, Senior Planner

Attachments

Attachment A: Location Map and Aerial
Attachment B: General Plan Land Use Map
Attachment C: Zoning Map
Attachment D-1: Cover Sheet, Site Plan, Floor Plan
Attachment D-2: Elevations, Sections, Color Renderings
Attachment D-3: Preliminary Landscaping Plan
Attachment D-4: Preliminary Grading Plan
Attachment E: PC Resolution No. 1678 (Reference)
Attachment F: Planning Commission Staff Report
Attachment G: Planning Commission Public Comments
Attachment H: Socio-Economic Cost/Benefit Study
Attachment I-1: Initial Study/Mitigated Negative Declaration
Attachment I-2: Mitigation Monitoring & Reporting Program
Attachment I-3: MND Comments & Response to Comments
Attachment J: Resolution No. 8619 (Denial of Project)
Attachment K-1: Resolution No. 8620 (Approval of Project)
Attachment K-2: Land Use Engineering Conditions of Approval



Vicinity Map

1101 California Street Warehouse
Lot Merger No. 8
Planned Development No. 7
Attachment A

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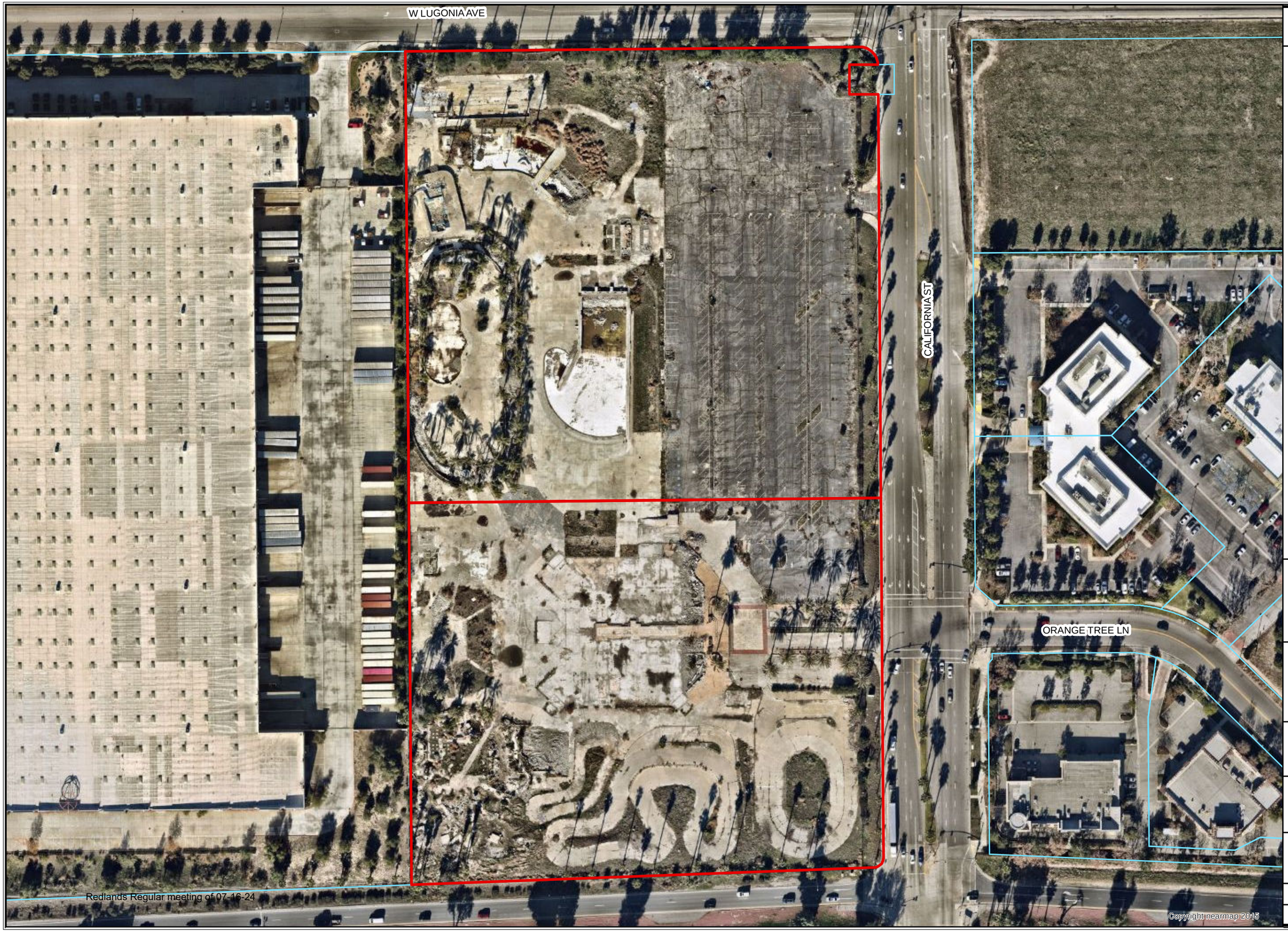
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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

March 14, 2024

OneStop.mxd



Aerial Map

1101 California Street Warehouse
Lot Merger No. 8
Planned Development No. 7
Attachment A

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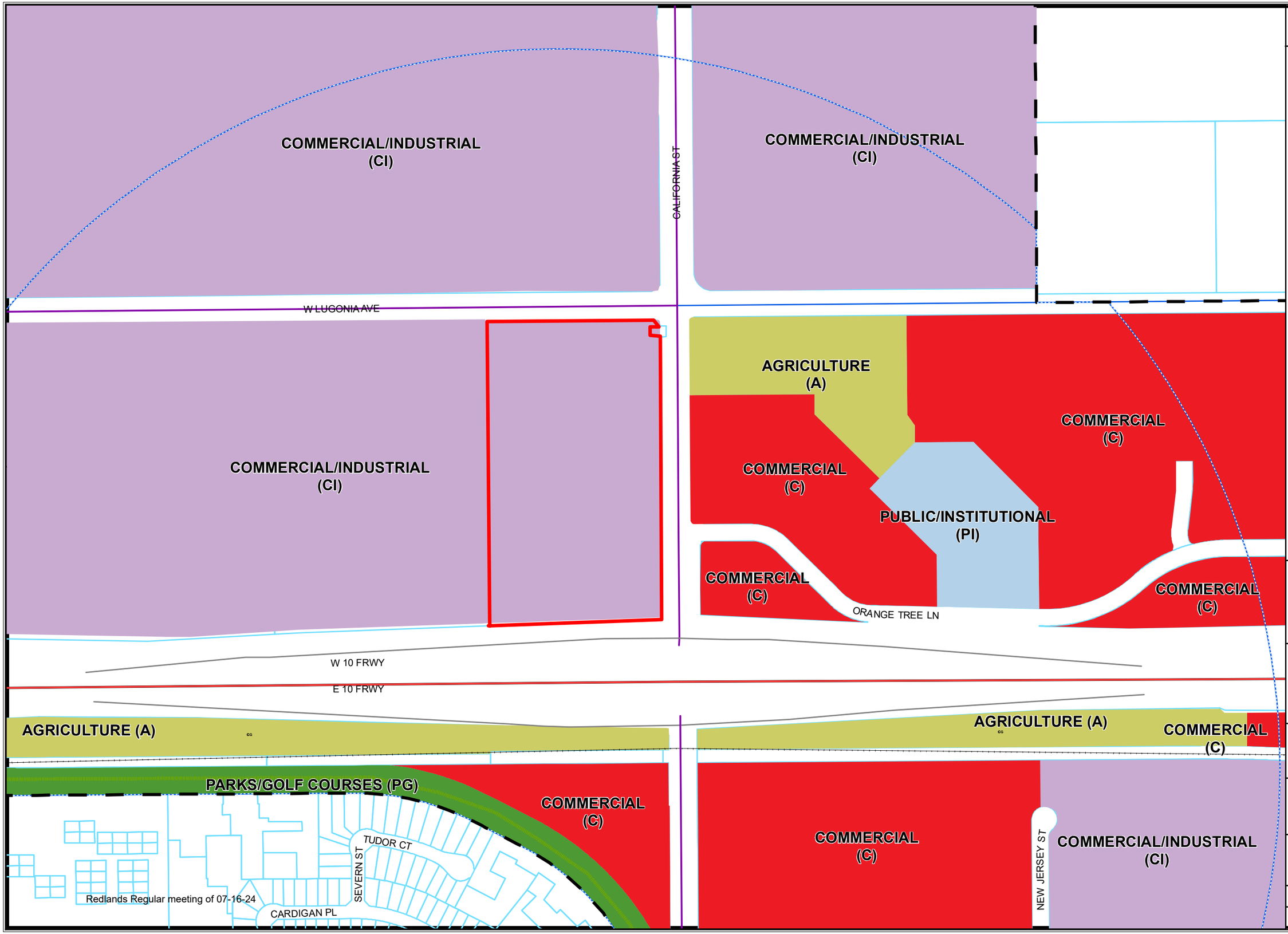
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

March 14, 2024

OneStop.mxd



General Plan Map

1101 California Street Warehouse
Lot Merger No. 8
Planned Development No. 7
Attachment B

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Scale
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 28, 2024

OneStop.mxd

Concept Plan 1 (CP-1)

CALIFORNIA ST

Planned Development 1 (PD1)

W LUGONIA AVE

Planned Development 3 (PD3)

Special Development District (EV/SD)

Open Space District (EV/OS)

General Commercial (EV/CG)

Specific Plan 29 (SP29)

Public Institutional (EV/PI)

Specific Plan 25 (SP25)

ORANGE TREE LN

General Commercial (EV/CG)

General Commercial (EV/CG)

Specific Plan 25 (SP25)

W 10 FRWY

E 10 FRWY

General Commercial (EV/CG)

General Commercial (EV/CG)

TUDOR CT

SEVERN ST

CARDIGAN PL

General Commercial (EV/CG)

General Commercial (EV/CG)

NEW JERSEY ST

Public Institutional (EV/PI)

Redlands Regular meeting of 07-16-24

Zoning Map

1101 California Street Warehouse
Lot Merger No. 8
Planned Development No. 7
Attachment C

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Scale
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Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

May 28, 2024

1125 SP2362

OneStop.mxd

1101 CALIFORNIA STREET



City of Redlands, CA

SHEET INDEX

ARCHITECTURAL

DAB-A1.0	TITLE SHEET
DAB-A1.1	OVERALL SITE PLAN
DAB-A1.1B	OVERALL SITE FENCE PLAN
DAB-A1.1F	OVERALL FIRE ACCESS PLAN
DAB-A2.1	OVERALL FLOOR PLAN
DAB-A3.1	ELEVATIONS
DAB-A3.2	ELEVATIONS
DAB-A4.1	DETAILS

CIVIL

C1	CONCEPTUAL GRADING PLAN

LANDSCAPE

LC-1	CONCEPTUAL LANDSCAPING PLAN
LC-2	CONCEPTUAL LANDSCAPING PLAN



VICINITY MAP

PROJECT REPRESENTATIVES

OWNER/APPLICANT:
CRP/NPP REDLANDS INDUSTRIAL OWNER, LLC
1330 FACTORY PLACE, SUITE 105
LOS ANGELES, CA 90013
CONTACT: BRIAN WONG / PETE WILLIAMS
PHONE: (310) 242-1612 / (818) 468-0566

ARCHITECT:
HPA, INC.
18831 BARDEEN AVE., SUITE 100
IRVINE, CA 92612
PHONE: 949.966.7769
CONTACT: SHA MAHONEY

CIVIL ENGINEER:
HUITT-ZOLLARS, INC.
3990 CONCOURS, SUITE 330
ONTARIO, CA 91764
PHONE: 909.941.7799
CONTACT: DAVID WHITE

LANDSCAPE:
EMERALD DESIGN
305 N. HARBOR BLVD., SUITE 222
FULLERTON, CA 92832
TEL: 714.680.0417
CONTACT: CHARLES LAMB

PROJECT DATA & CODE SUMMARY

BUILDING & PLANNING DEPT.
PLANNING: TBD

OWNER/APPLICANT:
CRP/NPP REDLANDS INDUSTRIAL OWNER, LLC
1330 FACTORY PLACE, SUITE 105
LOS ANGELES, CA 90013
CONTACT: BRIAN WONG / PETE WILLIAMS
PHONE: (310) 242-1612 / (818) 468-0566

BUILDING ADDRESS
1101 CALIFORNIA STREET, REDLANDS, CA 92374

ASSESSOR'S PARCEL NUMBER:
0292-033-11
0292-033-13

ZONING:
CURRENT ZONING DESIGNATION - EVSD
WILL CONVERT TO PD#_ UPON APPROVAL OF PLANNED DEVELOPMENT (ENTITLEMENTS)

AREA JUSTIFICATION:
NORTH, EAST, WEST SIDE - 60' MIN. SIDE YARD ALONG FOUR SIDES OF THE BUILDING EXTERIOR WALL.

CODE ANALYSIS — BASED ON 2022 CBC

BUILDING OCCUPANCY:	S-1/B
CONSTRUCTION TYPE:	III-B
NUMBER OF STORIES	1
FIRE SPRINKLERS (AUTOMATIC): (ESFR)	YES
ACTUAL PARAPET HEIGHT:	44'-0" TO 50'-0"
ACTUAL AREA:	357,610 S.F.
ALLOWABLE AREA (BASIC):	S1 = 70,000 S.F. / B = 76,000 S.F.
ALLOWABLE AREA (ACTUAL):	UNLIMITED, PER CBC 2019 SEC. 507

WIND SPEED DESIGN CRITERIA:
ALL DESIGN SHOULD MEET WIND SPEED DESIGN CRITERIA PER CODE.

CODE:
2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRICAL CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING STANDARDS
CITY OF REDLANDS MUNICIPAL CODE

PROJECT DATA:

SITE AREA		
Gross site in s.f.	701,186	s.f.
Gross site in acres	16.097	ac
Net site in s.f. (measured to future ROW)	698,630	s.f.
Net site in acres	16.038	ac
BUILDING AREA		
Office - 1st floor	3,000	s.f.
Office - 2nd floor	3,000	s.f.
Warehouse	351,610	s.f.
TOTAL	357,610	s.f.
FLOOR AREA RATIO		
Actual (based on net site)	0.511	
AUTO PARKING REQUIRED		
Office: 1/250 s.f.	24	stalls
Whse: 1st 20K @ 1/500 s.f.	40	stalls
above 20K @ 1/1,000 s.f.	332	stalls
TOTAL	396	stalls
REQUIRED ACCESSIBLE PARKING FOR DISABLED		
Standard Accessible (9' x 19')	6	stalls
Van Accessible (12' x 19')	2	stalls
Total	8	stalls
REQUIRED EV PARKING		
EV Future Capable Space (9' x 19')	59	stalls
EVCS Provided w/EVSE (9' x 19')	13	stalls
EVCS Standard Accessible w/EVSE (9' x 19')	3	stalls
EVCS Van Accessible w/EVSE(9' x 19')	1	stalls
EVCS Ambulatory w/EVSE(10' x 19')	3	stalls
Total	79	stalls
PROVIDED PARKING BREAKDOWN		
Standard (9' x 19')	299	stalls
Standard Accessible (9' x 19')	6	stalls
Van Accessible (12' x 19')	2	stalls
EV Capable Space (9' x 19')	65	stalls
EVCS Provided w/EVSE (9' x 19')	15	stalls
EVCS Standard Accessible w/EVSE (9' x 19')	4	stalls
EVCS Van Accessible w/EVSE(9' x 19')	1	stalls
EVCS Ambulatory w/EVSE(10' x 19')	4	stalls
Total	396	stalls

BICYCLE RACK REQUIRED		
Short Term (5% of total stalls)	20	
Long Term (5% of total stalls)	20	
BICYCLE RACK PROVIDED		
Short Term (5% of total stalls)	20	
Long Term (5% of total stalls)	20	
LANDSCAPE PROVIDED		
Percentage (per site area)	12%	
In s.f.	82,104	s.f.
SETBACKS		
Lugonia Ave		
Building Setback	30	ft
Min. Landscape Setback	15	ft
California Street		
Building Setback	30	ft
Min. Landscape Setback	30	ft
I-10 Freeway		
Building Setback	50	ft
Min. Landscape Setback	25	ft

NOTE: WHEN THERE IS A DISCREPANCY IN PLANS, THE GREATER QUANTITY & GREATER QUALITY SHALL GOVERN UNLESS DIRECTED OTHERWISE.

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

Owner:

NORTH PALISADE PARTNERS

1330 FACTORY PLACE, STE 105
LOS ANGELES, CA 90013

Project:

1101 CALIFORNIA ST.

1101 CALIFORNIA ST.
CITY OF REDLANDS, CA

Consultants:

Civil:	huitt-zollars
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald
Fire Protection:	-
Soils Engineer:	-

Title: TITLE SHEET

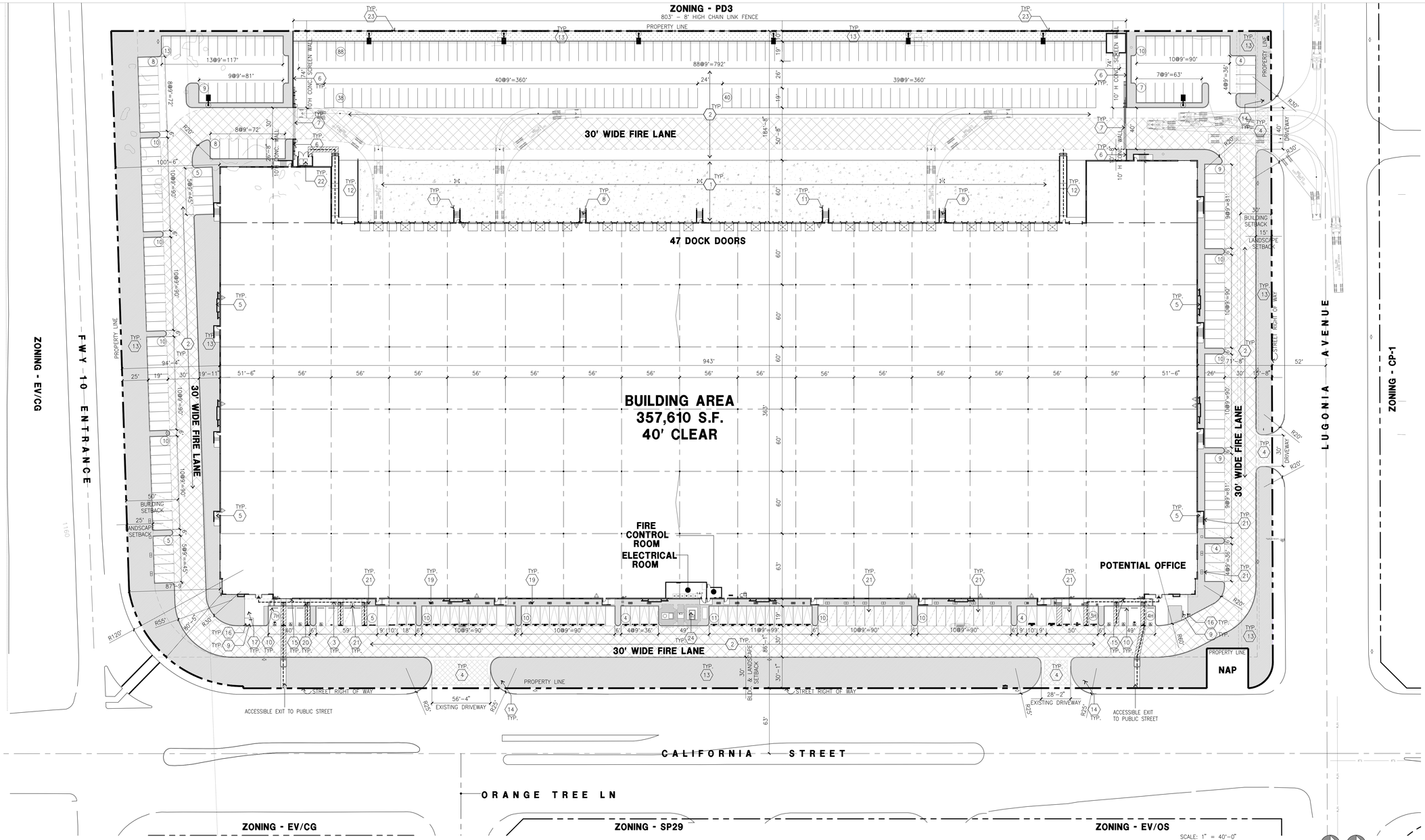
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Drawn by:	SLM
Date:	03/05/24

Revision:

Sheet:

DAB-A1.0

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OVERALL SITE PLAN (A)

scale: 1" = 40'-0"

SCALE: 1" = 40'-0"

0 40' 80' 120'

TRUE NORTH PLAN NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. PAVING PER CIVIL.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" - 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. 10'H CONCRETE SCREEN WALL.
7. MANUAL OPERATED GATES W/ KNOX. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
8. EXTERIOR CONC. STAIR.
9. BIKE RACK TYPICAL
10. PRE-CAST CONC. WHEEL STOP.
11. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
12. CONCRETE RAMP.
13. LANDSCAPE, LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
14. ACCESSIBLE ENTRY SIGN.
15. ACCESSIBLE PARKING STALL SIGN.
16. DESIGNATED SMOKING AREA.
17. PATIO AREA
18. HOLLOW METAL DOOR MAN DOOR.
19. ELECTRONIC VEHICLE CHARGER SPACE WITH ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE).
20. TRUNCATED DOME.
21. EV CAPABLE SPACE WITH CONDUIT ONLY.
22. TRASH ENCLOSURE.
23. 8'H CHAIN LINK FENCE.
24. APPROXIMATE LOCATION OF TRANSFORMER PAD.

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY NORCAL ENGINEERING DATED 05/02/2023 PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- STANDARD PARKING STALL, **9'X19'**
- ACCESSIBLE PARKING STALL, 9'X**19'**+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL, 12'X**19'**+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS WITH EVCS SIGN ON POST, **9'X19'**
- STANDARD ACCESSIBLE EVCS WITH EVCS SIGN ON POST AND MARKING "EV CHARGING ONLY", 9'X**19'**+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH EVCS SIGN ON POST AND MARKING "EV CHARGING ONLY", 12'X**19'**+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS WITH EVCS SIGN ON POST AND MARKING "EV CHARGING ONLY", 10'X**19'**
- EV CAPABLE SPACE WITHOUT EVSE SIZE **9'X19'**
- LANDSCAPED AREA
- AC. PAVING - SEE "C" DRAWINGS. FOR THICKNESS
- LANDSCAPED AREA (WITHOUT TREES)
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- LANDSCAPE FINGER PER LOCAL JURISDICTION STANDARD
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- 30' FIRE LANE, CLEAR TO SKY
- LIGHT STANDARD
- FIRE HYDRANT - APPROXIMATE LOCATION

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HPA architecture 43 Years

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Owner:

NORTH PALISADE PARTNERS

1330 FACTORY PLACE, STE 105
LOS ANGELES, CA 90013

Project:

1101 CALIFORNIA ST.

1101 CALIFORNIA ST.
CITY OF REDLANDS, CA

Consultants:

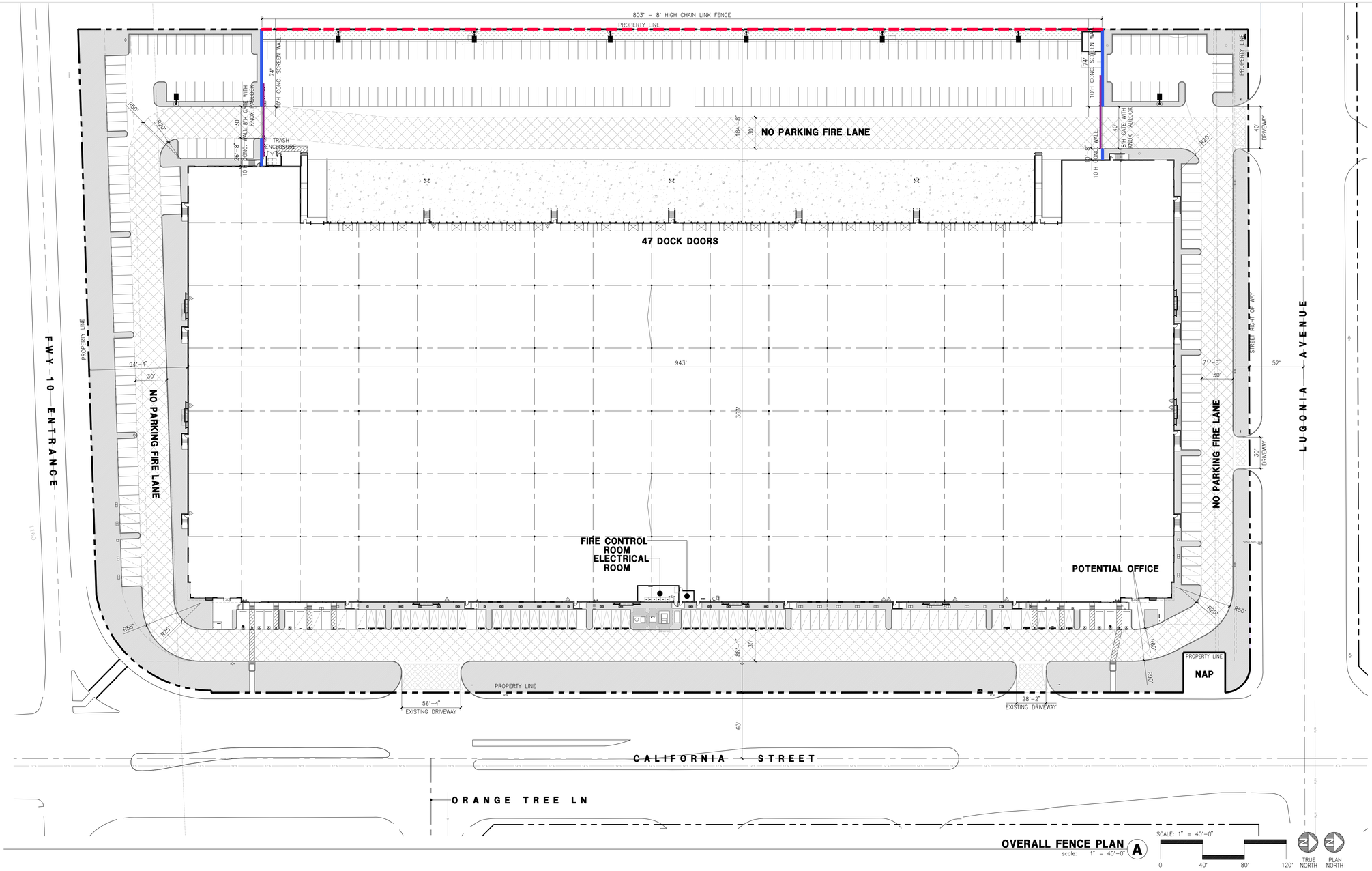
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Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald
Fire Protection:	-
Soils Engineer:	-

Title: OVERALL SITE PLAN

Project Number:	22446
Drawn by:	SLM
Date:	03/05/24
Revision:	

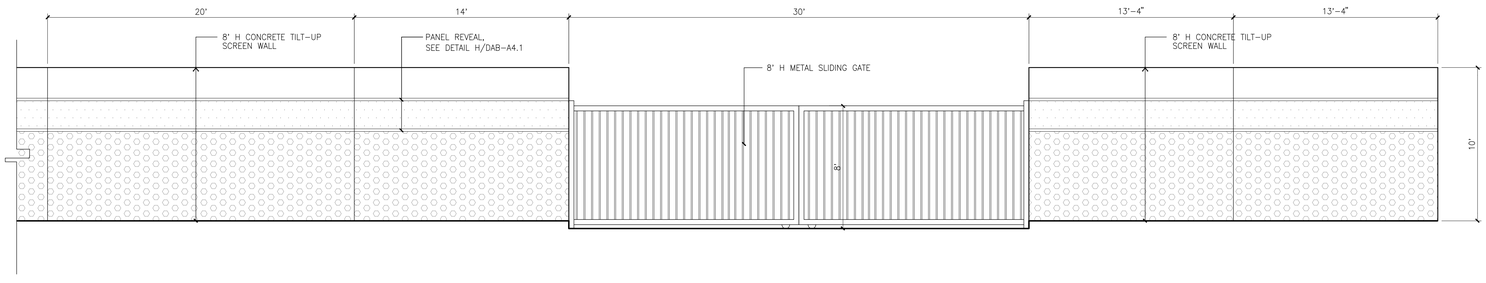
Sheet:

DAB-A1.1



OVERALL FENCE PLAN A
scale: 1" = 40'–0"

SCALE: 1" = 40'–0"
0 40' 80' 120'
TRUE NORTH PLAN NORTH



ENLARGED SCREEN WALL AND GATE ELEVATION, TYP. B
scale: 1/4" = 1'–0"

LEGEND

SITE PLAN KEYNOTES

1. PROPOSED 8' HIGH CONCRETE TILT–UP CONCRETE SCREEN WALL
2. PROPOSED 8' HIGH METAL FENCE.
3. PROPOSED 8' HIGH METAL SLIDING GATE.

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT–UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7006 PURE WHITE 255–C1
2	CONCRETE TILT–UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7071 GRAY SCREEN 235–C1
3	CONCRETE TILT–UP PANEL PAINT BRAND	SHERWIN WILLIAMS SW 7073 NETWORK GRAY 235–C3

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Owner:

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Project:

1101 CALIFORNIA ST.

1101 CALIFORNIA ST.
CITY OF REDLANDS, CA

Consultants:

Civil:	huitt-zollars
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald
Fire Protection:	-
Soils Engineer:	-

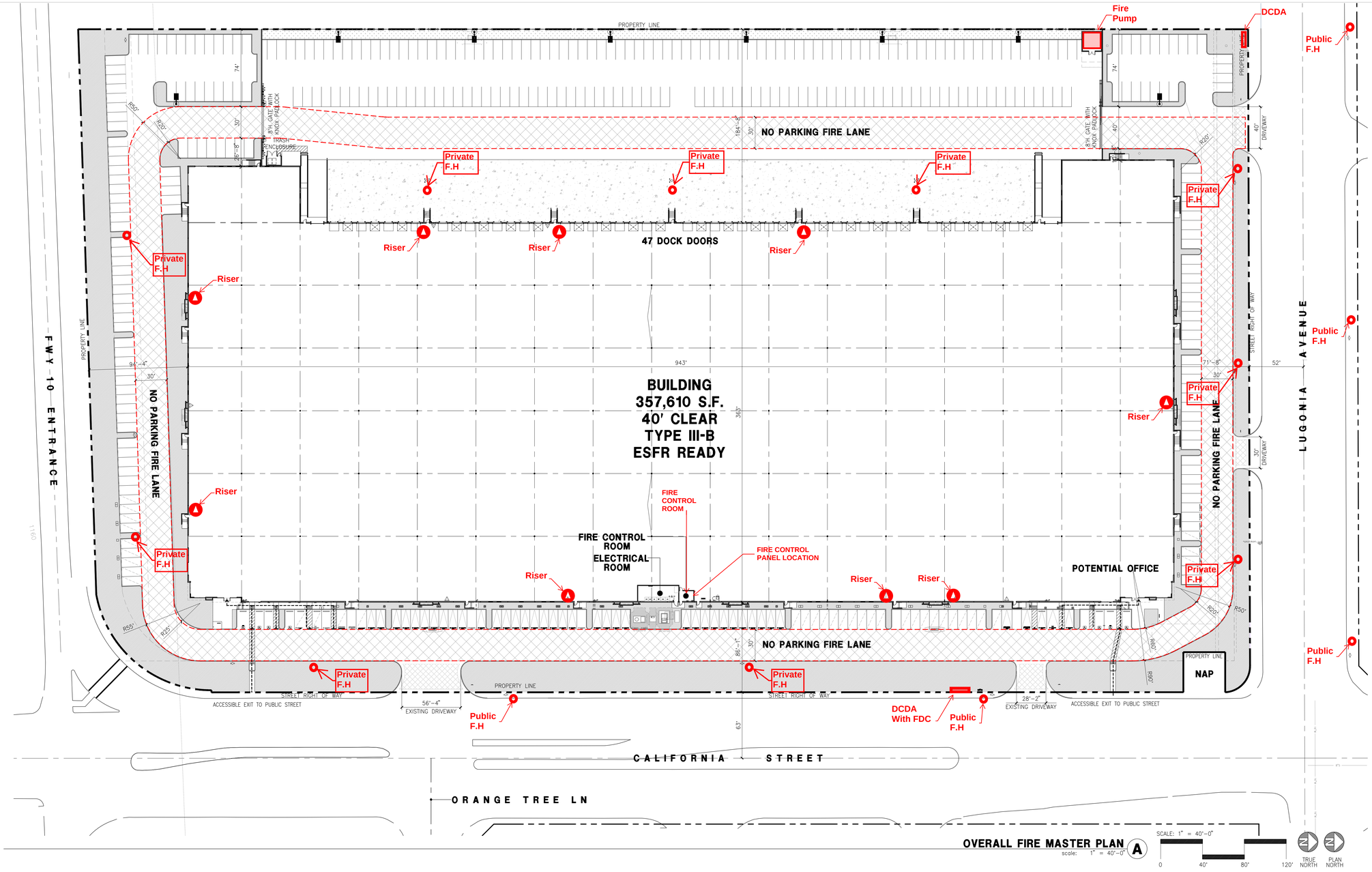
Title: FIRE ACCESS PLAN

Project Number:	22446
Drawn by:	SLM
Date:	03/05/24
Revision:	

Sheet:

DAB-A1.1B

CAUTION: IF THIS SHEET IS NOT 30"X42" IT IS A REDUCED PRINT



OVERALL FIRE MASTER PLAN (A)
scale: 1" = 40'-0"

SCALE: 1" = 40'-0"
0 40' 80' 120'
TRUE NORTH
PLAN NORTH

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Consultants:

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Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald
Fire Protection:	-
Soils Engineer:	-

Title: FIRE MASTER PLAN

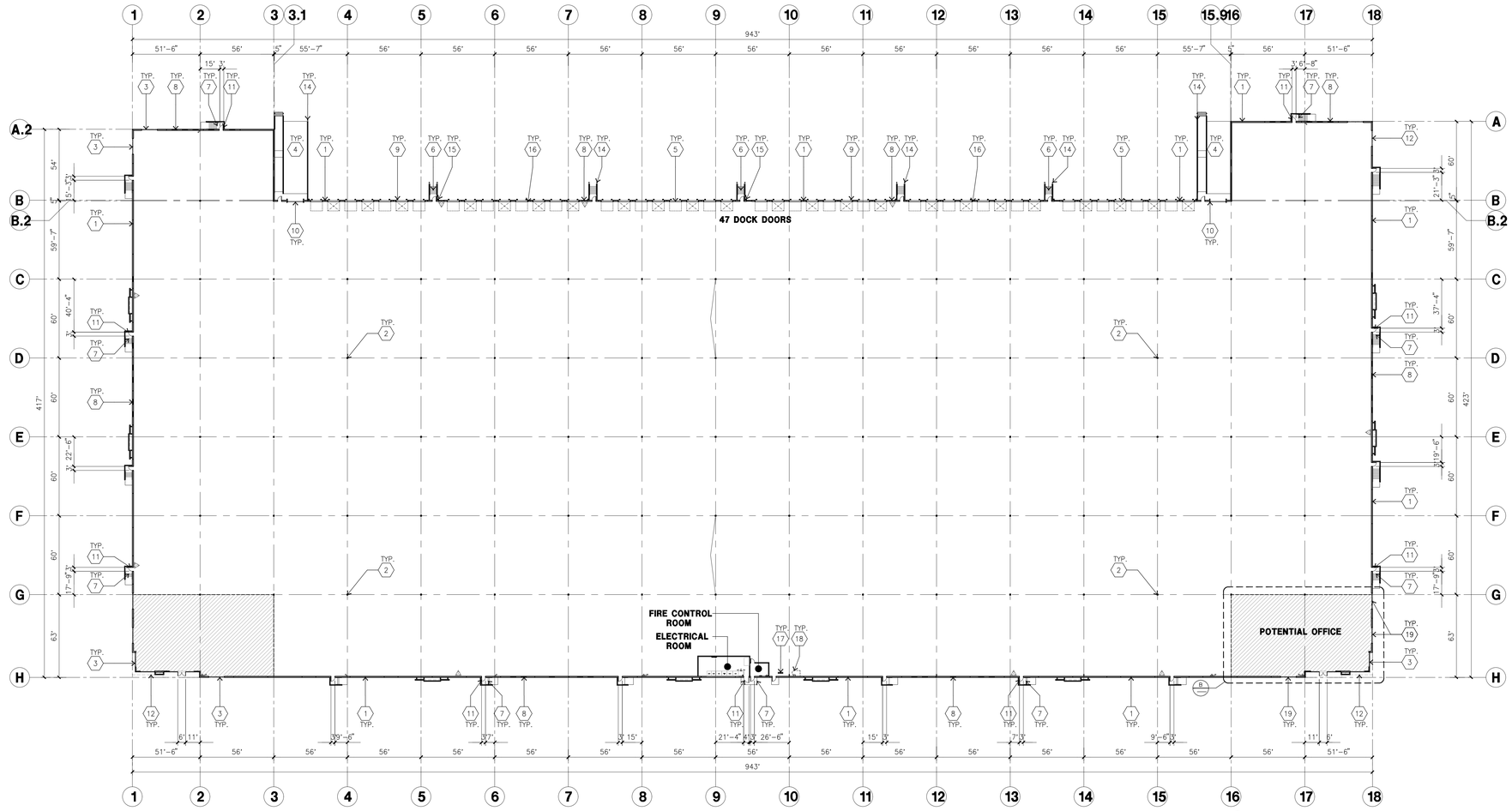
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Date:	03/05/24

Revision:

Sheet:

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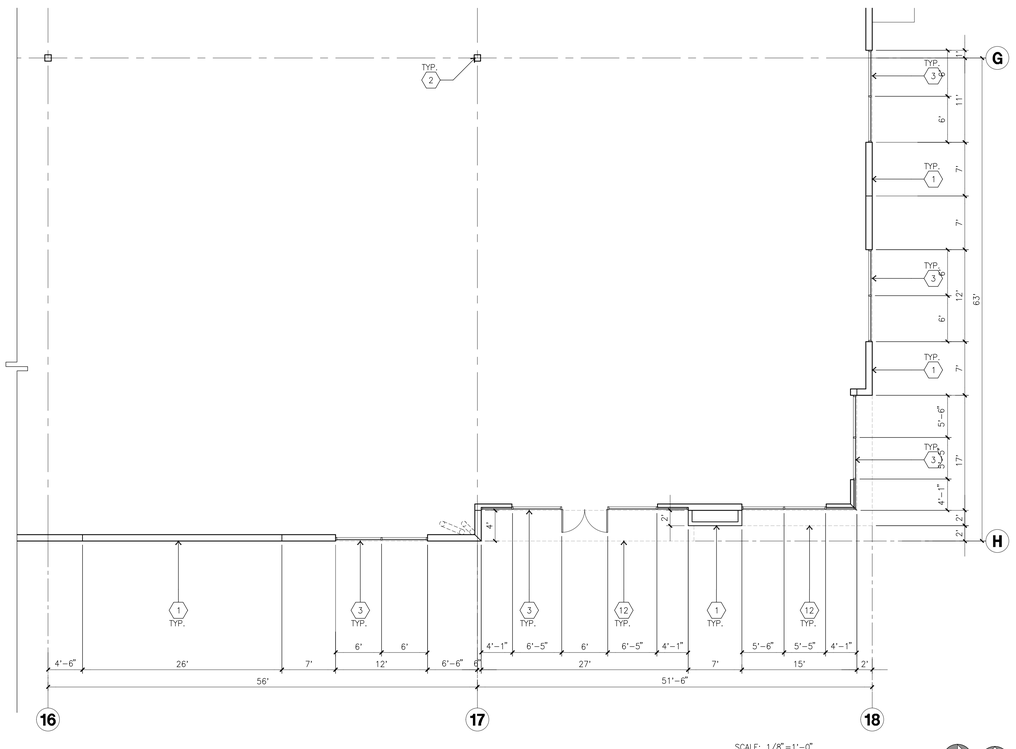
OVERALL FLOOR PLAN A

scale: 1" = 40'-0"

SCALE: 1" = 40'-0"

0 40' 80' 120'

TRUE NORTH PLAN NORTH



ENLARGED FLOOR PLAN B

scale: 1/8"=1'-0"

SCALE: 1/8"=1'-0"

0 8' 16' 24'

PLAN NORTH TRUE NORTH

KETNOTES - FLOOR PLAN

1. CONCRETE TILT-UP PANEL.
2. STRUCTURAL STEEL COLUMN.
3. TYPICAL STOREFRONT SYSTEM WITH GLAZING. SEE OFFICE BLOW-UP AND ELEVATIONS FOR SIZE, COLOR AND LOCATIONS.
4. CONCRETE RAMP W/ 42"HIGH CONC TILT-UP GUARD WALL BLOW-UP AND WALL ON BOTH SIDE OF RAMP.
5. 9'-0" X 10' TRUCK DOOR, SECTIONAL O'H., STANDARD GRADE.
6. EXTERIOR CONCRETE STAIR
7. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BLOOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
8. LOUVERED OPENING FOR VENTILATION.
9. DOCK DOOR BUMPER
10. 12' X 14' DRIVE THRU. SECTIONAL OH., STANDARD GRADE.
11. 3'X7' HOLLOW METAL EXTERIOR MAN DOOR.
12. SOFFIT LINE ABOVE
13. TRASH COMPACTOR.
14. CONC. FILLED GUARD POST. 6" DIA. U.N.O.. 42"H.
15. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
16. Z GUARD
17. INTERIOR BIKE RACK
18. ROOF ACCESS LADDER
19. KNOCK OUT PANEL. SEE ELEVATIONS.

GENERAL NOTES-FLOOR PLAN

A. THIS BUILDING IS DESIGNED FOR HIGH PILE STORAGE WITH FIRE ACCESS MAN DOORS AT 100' MAXIMUM O.C. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY RACKING/CONVEYER SYSTEMS.

B. FIRE HOSE LOCATIONS SHALL BE APPROVED PER FIRE DEPARTMENT.

C. THE BUILDING FLOOR SLAB IS SLOPED, SEE "C" DRAWINGS FOR FINISH SURFACE ELEVATIONS.

D. NOT USED

E. WAREHOUSE INTERIOR CONCRETE WALLS ARE PAINTED WHITE. COLUMNS ARE TO RECEIVE PRIMER ONLY. ALL GYP. BD. WALLS IN WAREHOUSE TO RECEIVE1 COAT OF WHITE TO COVER.

F. SLOPE POUR STRIP 1/2" TO EXTERIOR AT ALL MANDOOR EXITS.

G. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE PANEL WALL, GRIDLINE, OR FACE OF STUD U.N.O.

H. SEE CIVIL DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR TO VERIFY ACTUAL UTILITY LOCATIONS. PLUMBING/ELECTRICAL COORDINATION.

I. FOR DOOR TYPES AND SIZES, SEE DETAIL SHEET A0.4. NOTE: ALL DOORS PER DOOR SCHEDULE ARE FINISH OPENINGS.

J. CONTRACTOR TO PROTECT AND KEEP THE FLOOR SLAB CLEAN. ALL EQUIPMENT TO BE DIAPERED INCLUDING CARS AND TRUCKS.

K. ALL EXIT MAN DOORS IN WAREHOUSE TO HAVE ILLUMINATED EXIT SIGN. HARDWARE.

L. HIGHLY FLAMMABLE AND COMBUSTIBLE MATERIAL SHALL NOT BE USED OR STORED IN THIS BUILDING.

M. EACH EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT". THE MOUNTING HEIGHT FOR SUCH SIGNAGE SHALL BE 60" FROM FINISH FLOOR LEVEL TO THE CENTER OF THE SIGN.

N. NON-ACCESSIBLE DOOR. PROVIDE WARNING SIGN LOCATED IN THE INTERIOR SIDE PER CBC 1133B.1.1.1

O. ALL ROOF MOUNTED MATERIALS SHALL BE FULLY SCREENED FROM PUBLIC VIEW, SEE A/A4.1 OFFICE SECTION.

FLOOR SLAB AND POUR STRIPS REQ.

THESE NOTES ARE VERY MIN. REQUIREMENT.

1. FLOOR COMPACTION - 95%
2. TRENCH COMPACTION - 90%
3. BUILDING FLOOR SLAB:
4. CONTRACTOR TO BUILD FOR CLASS V FLOOR PER A.C.I. 302-1R-96
5. NOT USED
6. CONCRETE SLAB TO HAVE STEEL FLOAT HARD TROWEL BURNISHED FINISH.
7. FOR SLAB CURING, COORDINATE WITH THE OWNER.
8. ALL EQUIPMENT & MOVING VEHICLES SHALL BE DIAPERED.
9. NO CRANES, CONCRETE TRUCKS, OR ANYTHING HEAVIER WILL BE PLACED ON THE SLAB.
10. SLAB TO BE FF50 FL35 MEASURED WITHIN 24 HOURS.
11. NO FLY ASH IN THE CONCRETE
12. WHERE INDICATED, PROVIDE VAPOR BARRIER, CONCRETE SLAB OVER 2" SAND OVER 10MIL VISQUEEN, OVER 2" SAND, OVER COMPACT SOIL. ENGINEER OR MANUFACTURER'S RECOMMENDATION. CONCRETE SLAB IN FUTURE OFFICE AREAS, WHERE SAND OVER VISQUEEN ARE REQUIRED, SHALL BE NATURALLY HYDRATED WITHOUT USE OF BURLENE, CURING COMPOUND, OR RELEASE AGENTS. CONTROL/CONSTRUCTION JOINTS SHALL NOT BE FILLED WITH MM-80 JOINT FILLER IN FUTURE OFFICE AREAS.
13. SEAL CONCRETE SLAB W/ "LAPIDOLITH" SEALER

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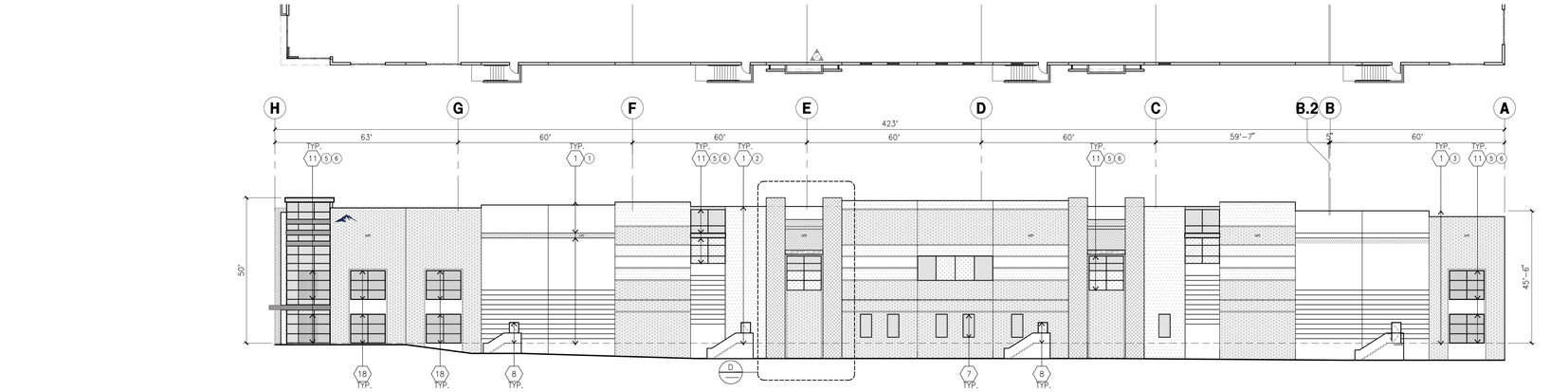
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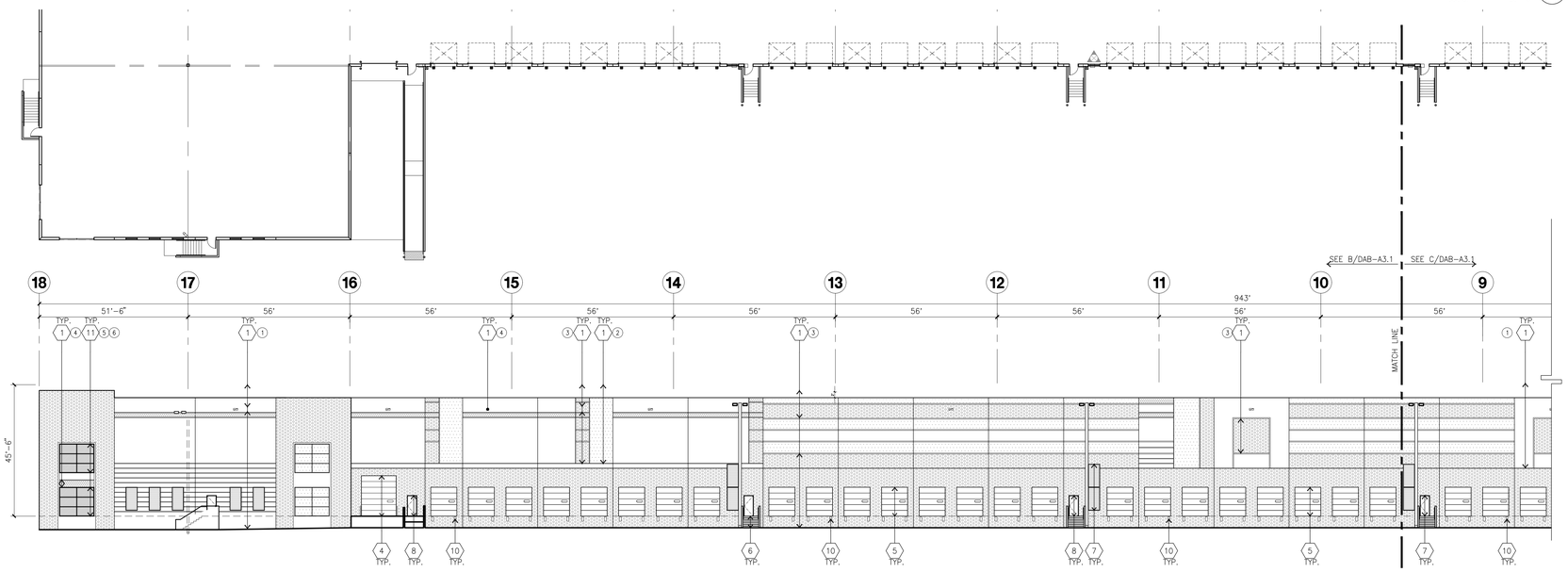
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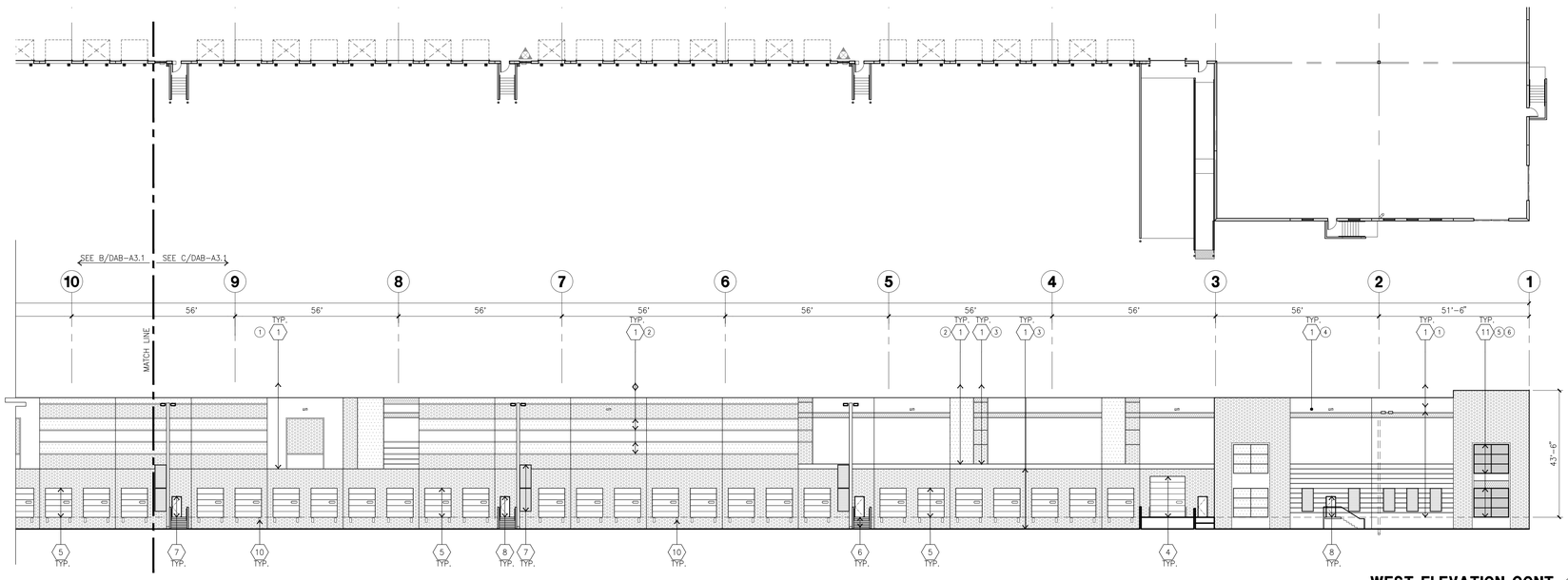
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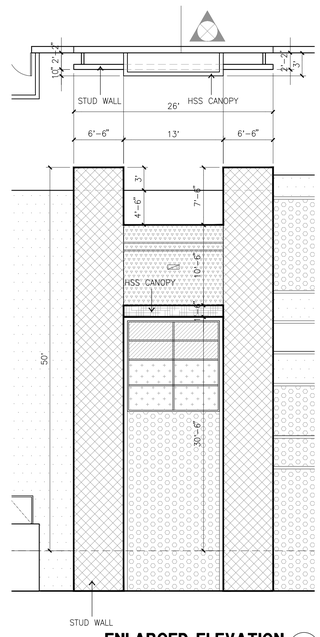
NORTH ELEVATION A
scale: 1" = 20'-0"



WEST ELEVATION B
scale: 1" = 20'-0"



WEST ELEVATION CONT. C
scale: 1" = 20'-0"



ENLARGED ELEVATION D
scale: 1/8"=1'-0"

KEYNOTES - ELEVATIONS

1. CONCRETE TILT-UP PANEL(PAINTED). FINISH GRADE VARIES. SEE "C" DRAWINGS. WATERPROOF ALL WALLS WHERE GRADE IS HIGHER AND EXPOSED TO THE WEATHER ONE SIDE. WATERPROOFING TO BE PROTECTED WITH PROTECTION BOARD AND A MIN. OF 6" OF GRAVEL. PROVIDE TRENCH DRAIN AT BOTTOM AND DAYLIGHT TO CURB OR TAKE TO STORM DRAIN. NOT REQUIRED AT DOCK HIGH CONDITION OR AT RAMP WALLS.
2. PANEL JOINT.
3. PANEL REVEAL. ALL REVEALS TO HAVE A MAX. OF 3/8" CHAMFER. REVEAL COLOR TO MATCH ADJACENT BUILDING FIELD COLOR. U.N.O.
4. OVERHEAD DOOR @ DRIVE THRU. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
5. OVERHEAD DOOR @ DOCK HIGH. PROVIDE COMPLETE WEATHER-STRIPPING PROTECTION ALL AROUND. PAINT COLOR TO MATCH FIELD COLOR.
6. CONCRETE STAIR, LANDING AND GUARDRAIL W/ METAL PIPE HANDRAIL. PROVIDE NON SKID NOSING TO MEET ADA REQUIREMENTS. PROVIDE CONTRASTING COLORED 3" WIDE WARNING STRIPE INTEGRAL TO CONCRETE AT TOP LANDING AND BOTTOM TREAD PER ADA REQUIREMENTS.
7. METAL LOUVER. PAINT COLOR TO MATCH FIELD COLOR.
8. HOLLOW METAL DOORS. PROVIDE COMPLETE WEATHER STRIPING ALL AROUND DOOR. PROVIDE FOR RAIN DIVERTER ABOVE DOOR.
9. ROOF LINE BEYOND.
10. DOCK BUMPER
11. ALUMINUM STOREFRONT FRAMING WITH TEMPERED GLAZING AT ALL DOORS, SIDELITES ADJACENT TO DOORS AND GLAZING WITH BOTTOMS LESS THAN 18" ABOVE FINISH FLOOR ELEVATION.
12. BUILDING ADDRESS
13. EXTERIOR CANOPY
14. EXTERIOR DOWNSPOUT WITH OVERFLOW SCUPPER.
15. INTERIOR DRAIN WITH OVERFLOW SCUPPER.
16. WALL MOUNT LIGHTING FIXTURE, SEE G/DAB-4.1
17. 5'-6"X5'-6"X4" THICK CONCRETE EXTERIOR LANDING PAD TYPICAL AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREA. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO HARD SURFACE PER CITY REQUIREMENTS.
18. KNOCK OUT PANEL.

GENERAL NOTES - ELEVATIONS

A. ALL PAINT COLOR CHANGES TO OCCUR AT INSIDE CORNERS UNLESS NOTED OTHERWISE.
B. ALL PAINT FINISHES ARE TO BE FLAT UNLESS NOTED OTHERWISE.
C. T.O.P. EL.= TOP OF PARAPET ELEVATION.
D. F.F. = FINISH FLOOR ELEVATION.
E. STOREFRONT CONSTRUCTION: GLASS, METAL ATTACHMENTS AND LINTELS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS PRIOR TO INSTALLATION.
F. CONTRACTOR SHALL FULLY PAINT ONE CONCRETE PANEL W/ SELECTED COLORS. ARCHITECT AND OWNER SHALL APPROVE PRIOR TO PAINTING REMAINDER OF BUILDING.
G. BACK SIDE OF PARAPETS TO HAVE SMOOTH FINISH AND BE PAINTED WITH ELASTOMERIC PAINT.
H. FOR SPANDREL GLAZING, ALLOW SPACE BEHIND SPANDREL TO BREATH.
J. USE ADHESIVE BACK WOOD STRIPS FOR ALL REVEAL FORMS.
K. THE FIRST COAT OF PAINT TO BE ROLLED-ON AND THE SECOND COAT TO BE SPRAYED-ON

COLOR SCHED. - ELEVATIONS

1	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN WILLIAMS SW 7005 PURE WHITE 255-C1
2	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN WILLIAMS SW 7071 GRAY SCREEN 235-C1
3	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN WILLIAMS SW 7073 NETWORK GRAY 235-C3
4	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN WILLIAMS SW 7075 WEB GRAY 235-C6
5	CONCRETE TILT-UP PANEL	PAINT BRAND SHERWIN WILLIAMS SW 7075 WEB GRAY 235-C6
6	METAL CANOPY	PPG PITT-TECH PLUS EP DTM FULL GLOSS @ HSS EYEBROW CANOPY W/ COLOR SW 7075 WEB GRAY 235-C6
7	MULLIONS	PAINT BRAND CLEAR ANODIZED MULLIONS
8	GLAZING	PAINT BRAND BLUE REFLECTIVE GLAZING
9	METAL CANOPY	PPG PITT-TECH PLUS EP DTM FULL GLOSS @ METAL CANOPY W/ COLOR SW 7075 WEB GRAY 235-C6

GLAZING LEGEND

S TEMPERED SPANDREL GLASS	TV TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.
TV TEMPERED VISION GLASS	

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Title: ELEVATIONS

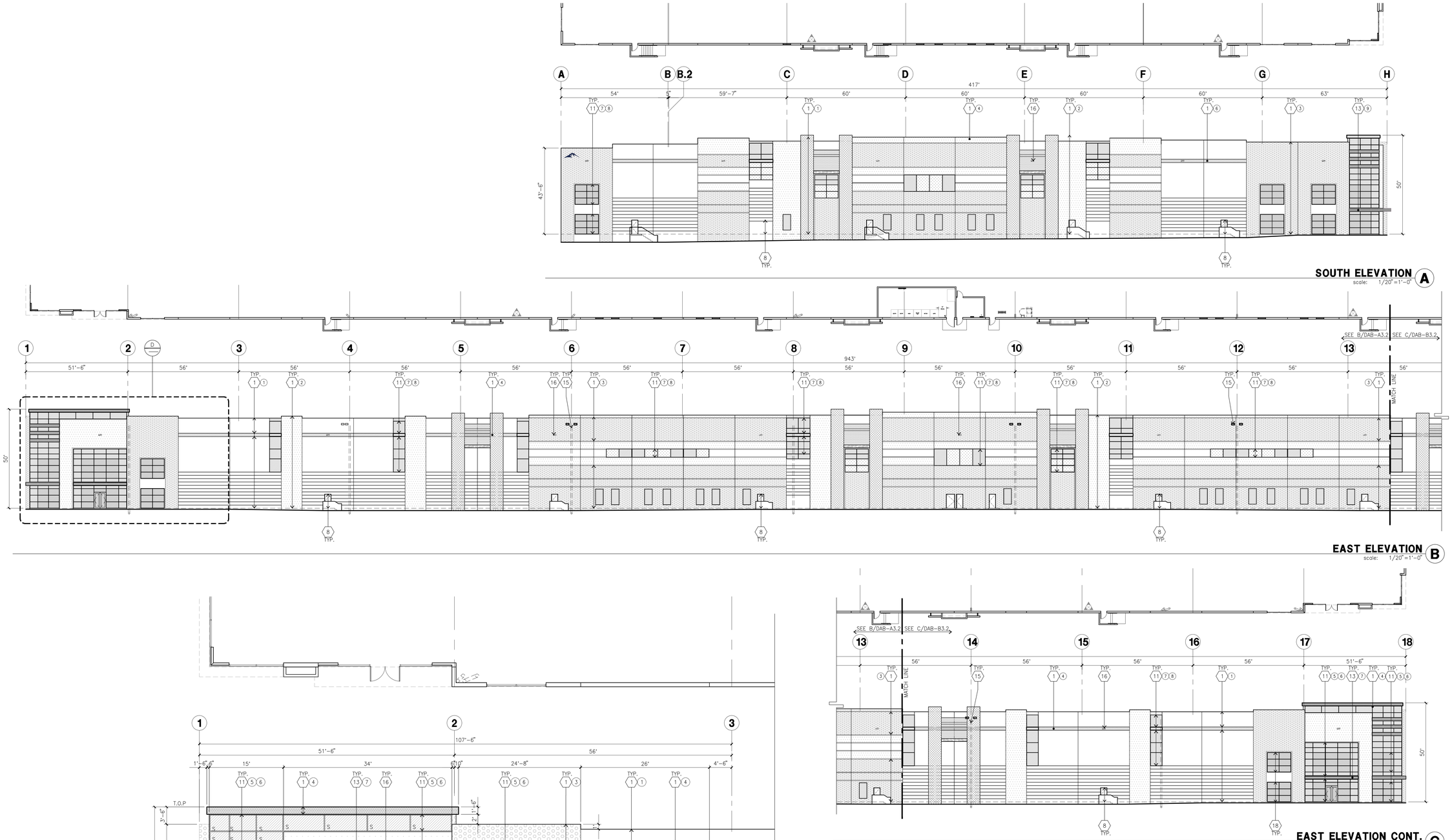
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SOUTH ELEVATION A
scale: 1/20"=1'-0"

EAST ELEVATION B
scale: 1/20"=1'-0"

ENLARGED EAST ELEVATION D
scale: 1/8"=1'-0"

EAST ELEVATION CONT. C
scale: 1/20"=1'-0"

KEYNOTES - ELEVATIONS

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18. KNOCK OUT PANEL.

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4	CONCRETE TILT-UP PANEL PAINT	BRAND: SHERWIN WILLIAMS SW 7075 WEB GRAY 235-C6
5	CONCRETE TILT-UP PANEL PAINT	BRAND: SHERWIN WILLIAMS SW 7075 WEB GRAY 235-C6
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7	MULLIONS	PAINT BRAND: CLEAR ANODIZED MULLIONS
8	GLAZING	PAINT BRAND: BLUE REFLECTIVE GLAZING
9	METAL CANOPY	PPG PITT-TECH PLUS EP DTM FULL GLOSS @ METAL CANOPY W/ COLOR SW 7075 WEB GRAY 235-C6

GLAZING LEGEND

- S — TEMPERED SPANDREL GLASS
- TV — TEMPERED VISION GLASS
- V — TEMPERED VISION INSULATED GLASS PPG: VISTACOOL (2) PACIFICA + SOLARBAN SOLARBAN 60 (3) CLEAR U VALUE: 0.27, SHGC: 0.21 AND VLT: 26% 1" INSULATED GLASS WITH 1/2" AIRSPACE AND (2) 1/4" LITES.

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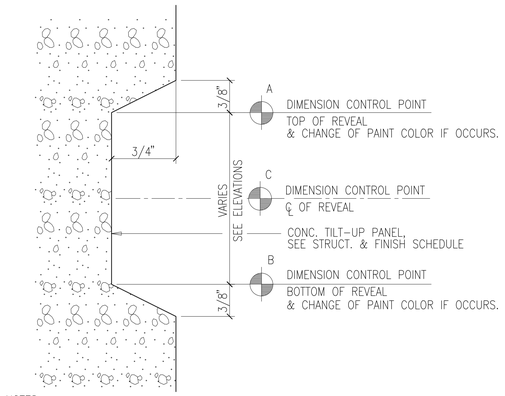
Civil:	huitt-zollars
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Electrical:	-
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Fire Protection:	-
Soils Engineer:	-

Title: ELEVATIONS

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Drawn by:	SLM
Date:	03/05/24
Revision:	

Sheet:

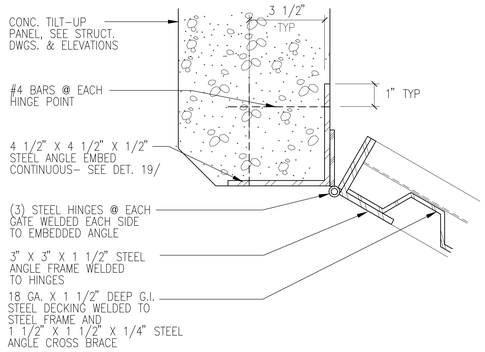
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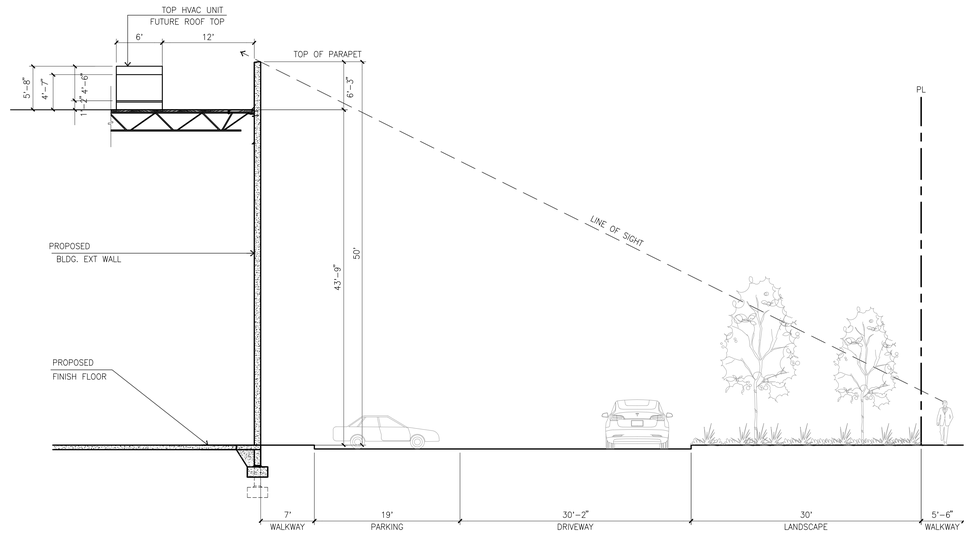
1. DIMENSION CONTROL POINTS AT REVEALS AND EDGE OF CONCRETE OPENINGS WHERE OCCUR, SEE WALL SECTIONS.
2. PAINT COLOR CHANGES TO ALWAYS OCCUR AT CONTROL POINT "A" OR "B"

TYP. CONCRETE REVEAL scale: N.T.S. (H)

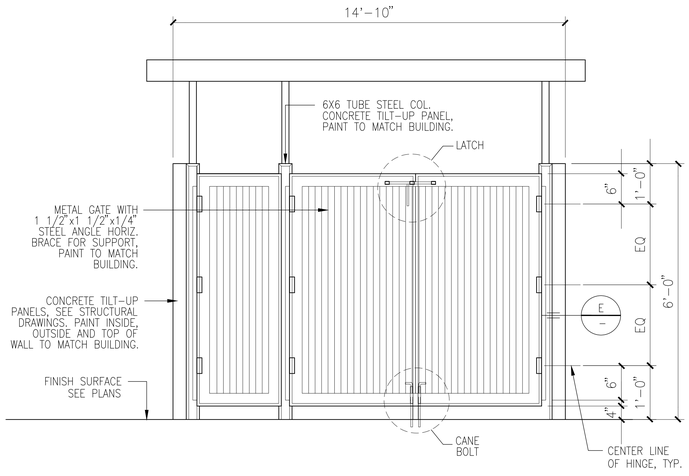


NOTES: PAINT ALL METAL TO MATCH ENCLOSURE PER SPECIFICATIONS. UNLESS OTHERWISE NOTED ON ELEVATIONS

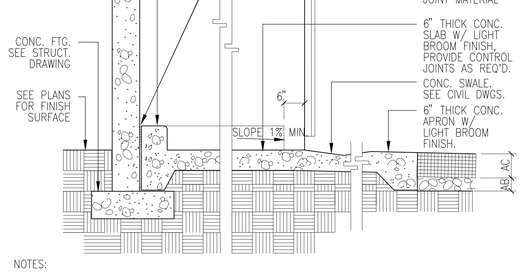
TRASH ENCLOSURE GATE AND HINGE scale: N.T.S. (E)



SITE SECTION scale: 1/8"=1'-0" (A)



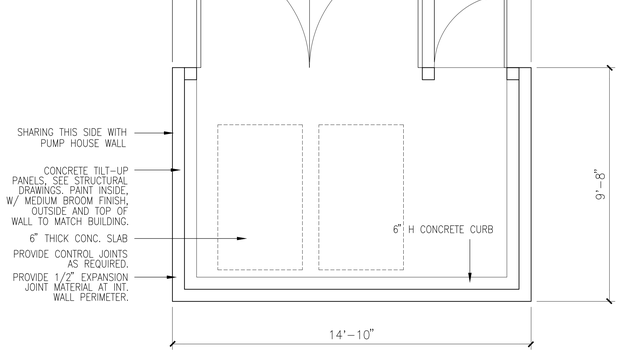
TRASH ENCLOSURE GATE ELEVATION scale: N.T.S. (F)



NOTES:

1. SEE SOILS REPORT FOR BELOW SLAB PREPARATIONS AND STEEL REINFORCEMENT RECOMMENDATIONS.

TRASH ENCLOSURE SECTION scale: N.T.S. (C)



1. SEE SITE PLAN FOR LOCATIONS.
2. SEE STRUCTURAL DRAWINGS FOR STEEL REINFORCING.
3. SACK AND PATCH ALL PANEL LIFT POINTS ON OF WALL AND PAINT TO MATCH.
4. THE TRASH ENCLOSURES SHALL PROVIDE ROOM FOR ONE (1) COMMERCIAL WASTE CONTAINER AND ONE (1) COMMERCIAL RECYCLING CONTAINER.

TRASH ENCLOSURE PLAN scale: N.T.S. (B)

HPA architecture 43 Years

hpa, inc.
18831 bardeen avenue, - ste. #100
irvine, ca
92612
tel: 949•863•1770
fax: 949•863•0851
email: hpa@hparchs.com

Owner:

NORTH PALISADE PARTNERS

1330 FACTORY PLACE, STE 105
LOS ANGELES, CA 90013

Project:

1101 CALIFORNIA ST.

1101 CALIFORNIA ST.
CITY OF REDLANDS, CA

Consultants:

Civil:	huitt-zollars
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald
Fire Protection:	-
Soils Engineer:	-

Title: DETAILS

Project Number:	22446
Drawn by:	SLM
Date:	03/05/24

Revision:

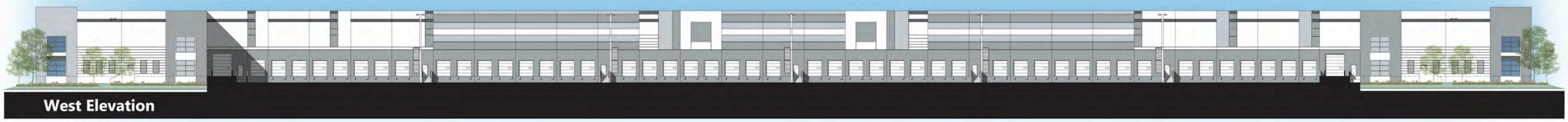
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DAB-A4.1

CAUTION: IF THIS SHEET IS NOT 30"X42" IT IS A REDUCED PRINT



North Elevation



West Elevation



South Elevation



East Elevation

Conceptual Colored Elevations - 40ft clear

1101 CALIFORNIA

Redlands, CA #22446 | 03.05.2024

HPA architecture 43 Years

NORTH PALISADE PARTNERS

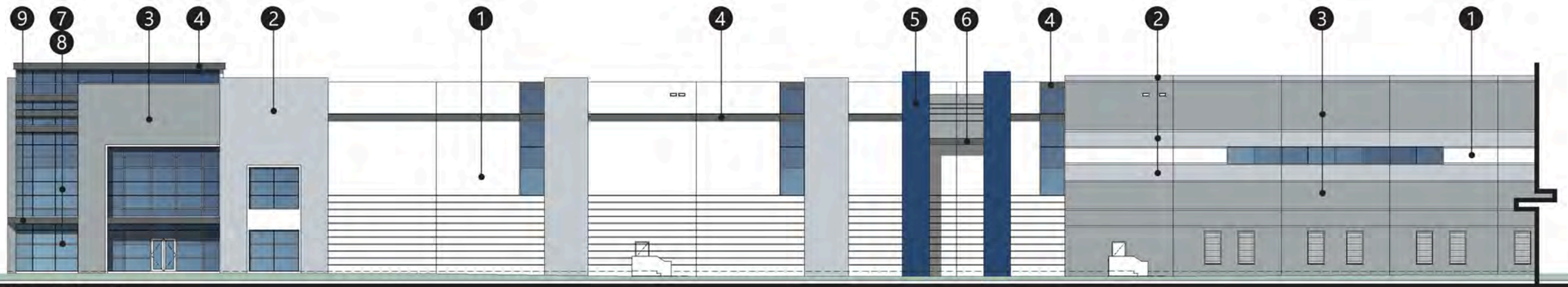


North Elevation



West Elevation





Enlarged View of East Elevation

Conceptual Colored Elevations & Material Board - 40ft clear

1101 CALIFORNIA

Redlands, CA | #22446 | 03.05.2024

NORTH PALISADE PARTNERS

TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE
	* = EVERGREEN				
	CERCIS OCCIDENTALIS MULTI TRUNK	WESTERN REDBUD	36" BOX	6	LOW
	CHITALPA 'PINK DAWN' SINGLE TRUNK	PINK DAWN CHITALPA	36" BOX	9	LOW
*	CINNAMOMUM CAMPHORA	CAMPHOR TREE	24" BOX	15	LOW
*	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	36" BOX	6	LOW
*	PHOENIX CANARIENSIS	CANARY ISLAND PALM	24" BOX	7	LOW
*	PINUS ELDARICA	AFGHAN PINE	24" BOX	17	LOW
*	RHUS LANCEA	AFRICAN SUMAC	15 GAL	36	LOW
*	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	EXISTING TO REMAIN	5	LOW
*	PHOENIX CANARIENSIS (*NOTE: EXISTING TREE IS TO BE RELOCATED FROM THE NORTH EAST CORNER OF PROPERTY)	CANARY ISLAND PALM	EXISTING TO REMAIN	1	LOW
*	PINUS CANARIENSIS	CANARY ISLAND PINE	EXISTING TO REMAIN	2	LOW
*	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	EXISTING TO REMAIN	47	LOW
*	WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	10' BTH	3	LOW

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE
	AGAVE AMERICANA	AGAVE	5 GAL		LOW
	CAESALPINIA GILLIESII	DESERT BIRD OF PARADISE	5 GAL		LOW
	CALLISTEMON 'LITTLE JOHN'	DWARF BOTTLE BRUSH	5 GAL		LOW
	CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	5 GAL		LOW
	CAREX DIVULSA	BERKELEY SEDGE	1 GAL		LOW
	DIANELLA 'LITTLE REV'	LITTLE REV DIANELLA	5 GAL		LOW
	FESTUCA MAIREI	ATLAS FESCUE	5 GAL		LOW
	FRANGULA 'EVE CASE'	COFFEEBERRY	5 GAL		LOW
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL		LOW
	OLEA E. 'MONTRA'	LITTLE OLLIE DWARF OLIVE	5 GAL		LOW
	OSTEOSPERMUM SPP.	AFRICAN DAISY	1 GAL		LOW
	PENNISETUM SPATHEOLATUM	SLENDER VELT GRASS	5 GAL		LOW
	ROSMARINUS 'HUNTINGTON CARPET'	HUNTINGTON CARPET ROSEMARY	1 GAL		LOW
	WESTRINGIA 'BLUE GEM'	BLUE GEM WESTRINGIA	5 GAL		LOW

FREEWAY PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE
	DODONAEA VISCOSA	HOPSEED BUSH	1 GAL		MOD
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	1 GAL		LOW
	NERIUM OLEANDER	OLEANDER	1 GAL		LOW
	RHAPHIOLEPIS UMBELLATA	YEDDO HAWTHORNE	1 GAL		MOD
	TECOMARIA CAPENSIS	CAPE HONEYSUCKLE	1 GAL		MOD

EXISTING LANDSCAPE TO REMAIN

LANDSCAPE NOTES

- ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
- LANDSCAPING IS TO CONFORM TO ALL APPLICABLE CODES & ORDINANCES.
- PROPERTY OWNER SHALL BE RESPONSIBLE FOR ALL ON-SITE LANDSCAPING AS SHOWN.
- ALL TREES WITHIN 10' OF HARDSCAPE TO HAVE A 12" DEEP LINEAR ROOT BARRIER.
- ALL PLANTER AREAS TO RECEIVE A 3" LAYER OF SHREDDED ORGANIC MULCH.
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- ALL FINISH GRADES TO BE 1-1/2" BELOW FINISH SURFACE PAVING.
- AGRONOMICAL SOIL TESTING REPORT TO BE PROVIDED BY CONTRACTOR.
- USE ONLY APPROVED PLANTING MEDIA AT DESIGNATED UNDERGROUND PLANTER LOCATIONS.

TREE SIZE LEGEND

REQUIRED MINIMUM			PROPOSED	QTY	%
NEW TREES PROPOSED	50% 15 GALLON	42 TREES	15 GALLON	31	37
84 TREES	25% 24" BOX	21 TREES	24" BOX	32	38
10 PALMS	25% 36" BOX	21 TREES	36" BOX	21	25

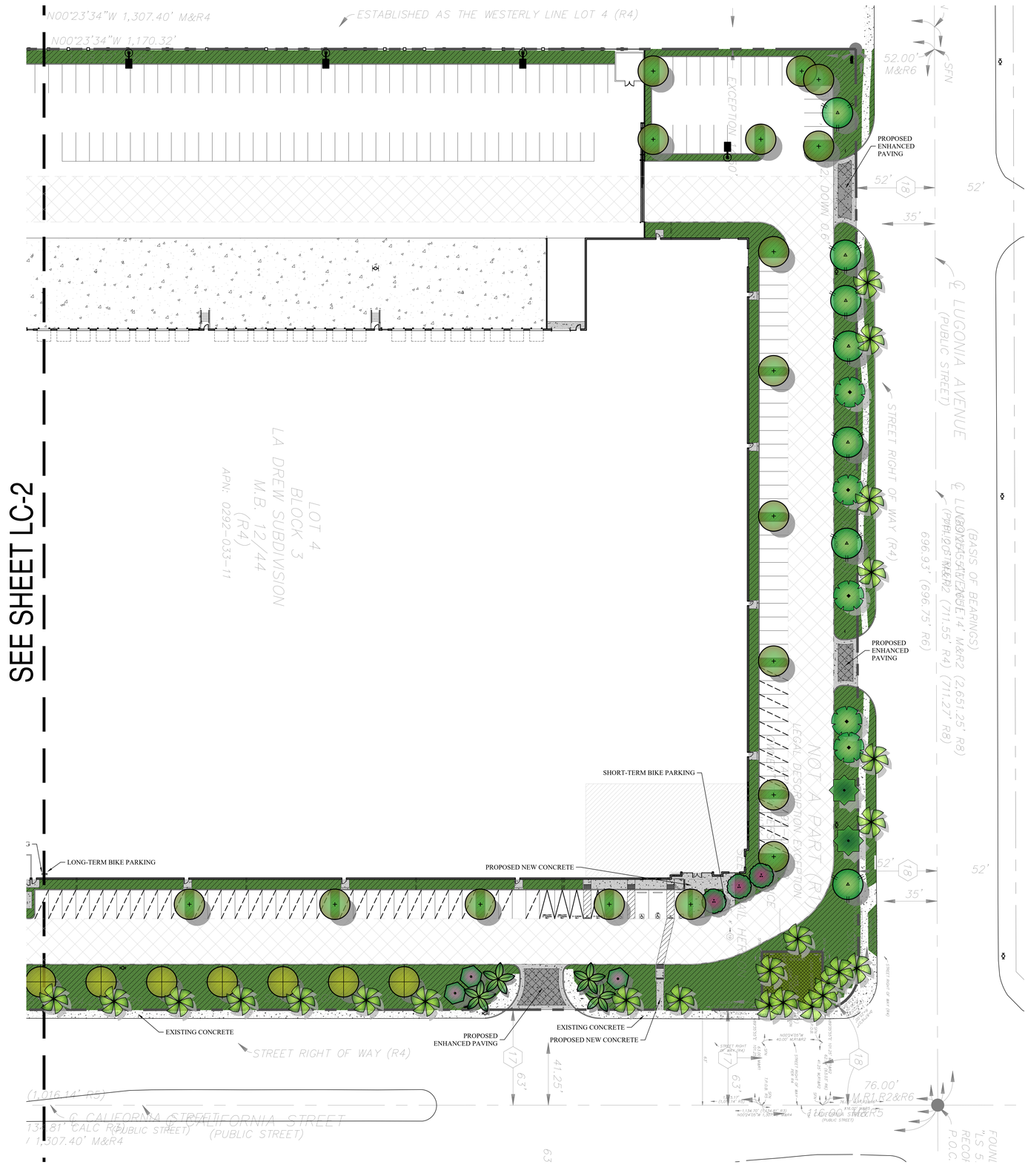
* PLEASE NOTE THAT WE ARE PROPOSING ABOVE MINIMUM REQUIREMENT ON 24" BOX

STREET TREE FRONTAGE

REQUIRED MINIMUM 1 TREE PER 30 LF OF BUILDING AREA		PROPOSED
CALIFORNIA STREET	31 TREES	31
LUGONIA AVENUE	14 TREES	14

TREE CALIPER SIZE CHART

REQUIRED MINIMUM	
15 GALLON	3/4" - 1"
24" BOX	1-1/4" - 1-3/4"
36" BOX	2-1/2" - 2-3/4"



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HPA architecture 43 Years

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18831 bardeen avenue, - ste. #100
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92612
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fax: 949•863•0851
email: hpa@hparchs.com

Owner:

NORTH PALISADE PARTNERS

1330 FACTORY PLACE, STE 105
LOS ANGELES, CA 90013

Project:

1101 CALIFORNIA ST.

1101 CALIFORNIA ST.
CITY OF REDLANDS, CA

Consultants:

Civil:	huitt-zollars
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald design
Fire Protection:	-
Soils Engineer:	-

Title:

Conceptual Landscape Plan

Project Number:	22446
Drawn by:	RM
Date:	7/27/2023
Revision:	
	9/29/2023
	11/16/2023
	2/9/2024

Sheet:

LC - 1

TREE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE
	* = EVERGREEN				
	CERCIS OCCIDENTALIS MULTI TRUNK	WESTERN REDBUD	36" BOX	6	LOW
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	FESTUCA MAIREI	ATLAS FESCUE	5 GAL		LOW
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	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL		LOW
	OLEA E. 'MONTRA'	LITTLE OLLIE DWARF OLIVE	5 GAL		LOW
	OSTEOSPERMUM SPP.	AFRICAN DAISY	1 GAL		LOW
	PENNISETUM SPATHEOLATUM	SLENDER VELT GRASS	5 GAL		LOW
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SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USE
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	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	1 GAL		LOW
	NERIUM OLEANDER	OLEANDER	1 GAL		LOW
	RHAPHIOLEPIS UMBELLATA	YEDDO HAWTHORNE	1 GAL		MOD
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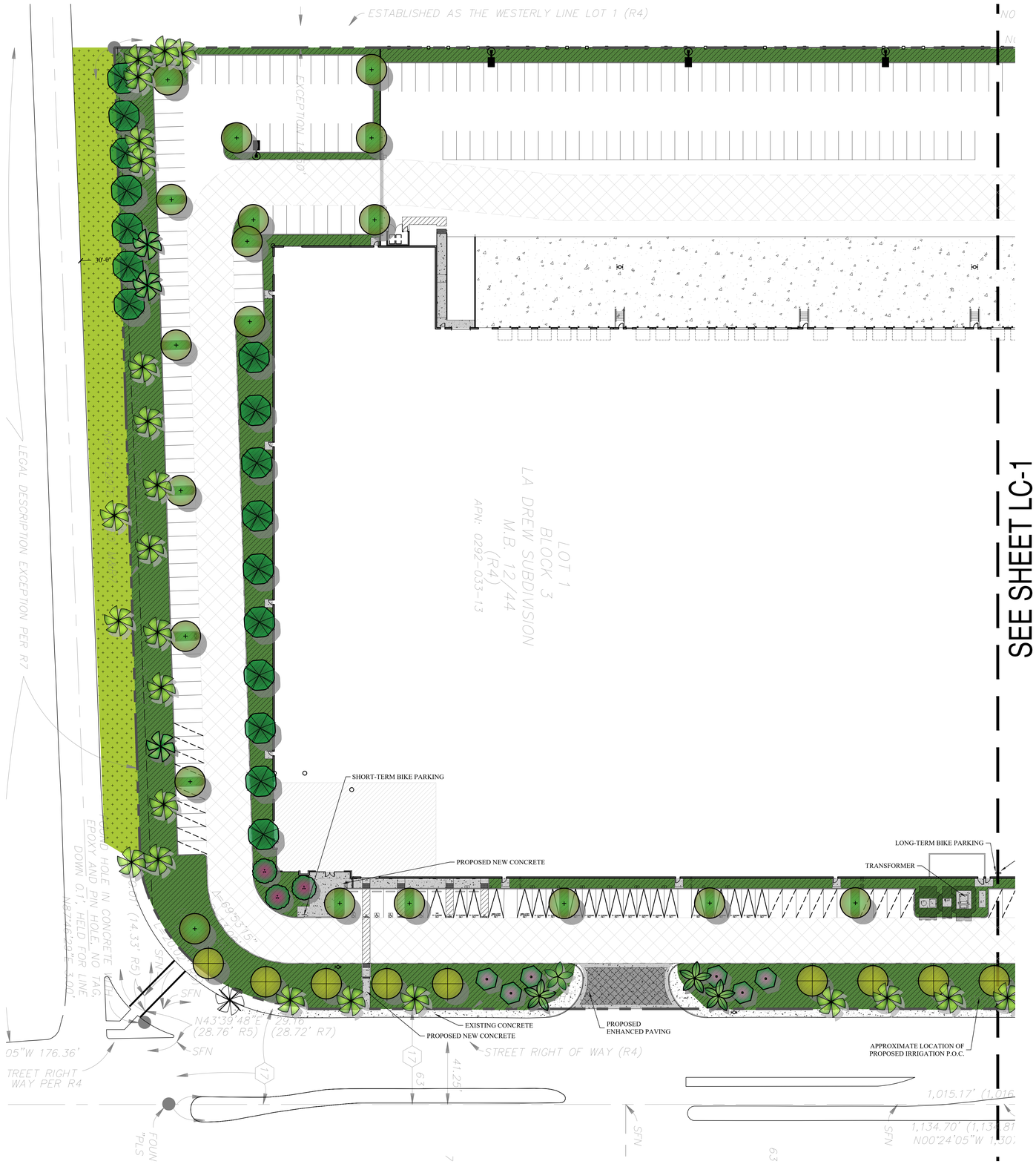
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24" BOX	1-1/4" - 1-3/4"
36" BOX	2-1/2" - 2-3/4"



0 15' 30' 60'
scale: 1" = 30'-0"
NORTH

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HPA architecture 43 Years
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18831 bardeen avenue, - ste. #100
irvine, ca
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tel: 949•863•1770
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Consultants:

Civil:	huitt-zollars
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald design
Fire Protection:	-
Soils Engineer:	-

Title:
Conceptual Landscape Plan

Project Number:	22446
Drawn by:	RM
Date:	7/27/2023
Revision:	
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Sheet:

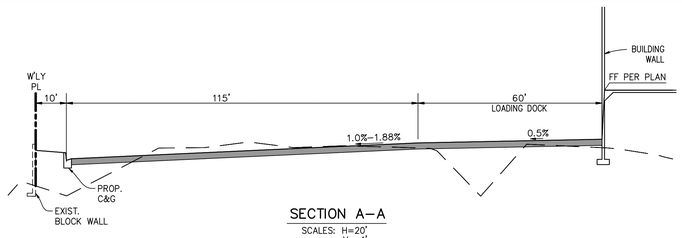
LC - 2

EARTHWORK VOLUMES

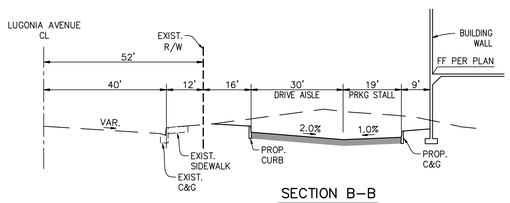
	CUT (CY):	FILL (CY):
RAW VOLUMES:	15,630	53,502
OVEREXCAVATION:	52,702	52,702
SUBTOTAL	68,332	106,204
8% SHRINKAGE:	−5,125	–
0.2' SUBSIDENCE:	–	5,147
SPOILS	811	–
SUBTOTAL:	64,018	111,351

DEFICIT (IMPORT) 47,333

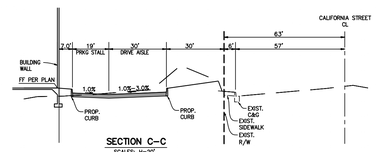
NOTE:
EARTHWORK ESTIMATE IS BASED ON CONCEPTUAL DESIGN ONLY AND TAKES INTO ACCOUNT PRELIMINARY SOILS PARAMETERS PROVIDED BY THE SOILS ENGINEER. ADJUSTMENTS MAY BE REQUIRED BASED ON FINAL DESIGN OF SITE PAVING THICKNESS. ADDITIONAL ADJUSTMENTS MAY BE REQUIRED BASED ON SITE SOIL CHARACTERISTICS EXPERIENCED DURING CONSTRUCTION.



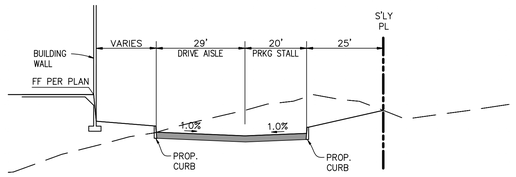
SECTION A–A
SCALES: H=20' V= 4'



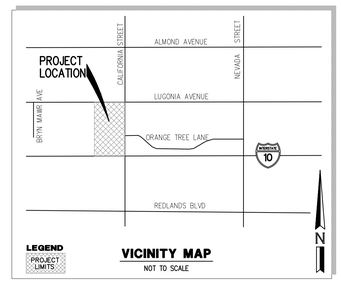
SECTION B–B
SCALES: H=20' V= 4'



SECTION C–C
SCALES: H=20' V= 4'



SECTION D–D
SCALES: H=20' V= 4'



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

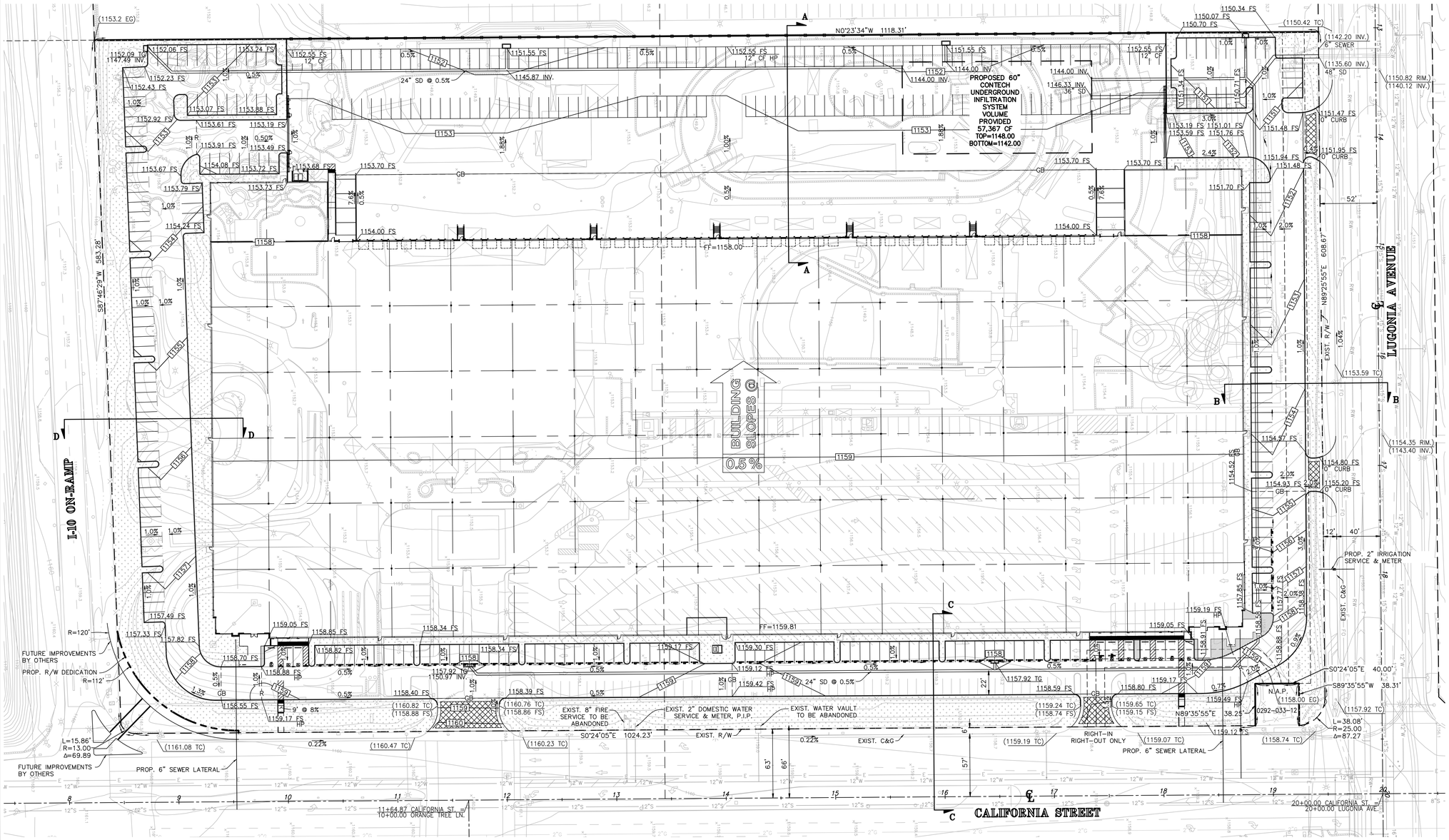
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

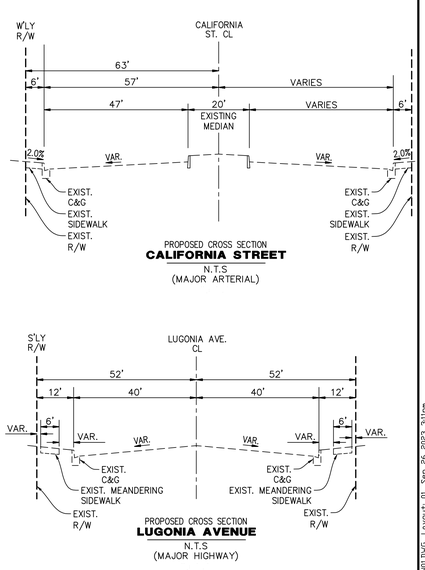
ALL OF LOTS 1 AND 4, BLOCK 3, LA DREW SUBDIVISION, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

SAVING AND EXCEPTING THEREFROM THE WEST 14.5 FEET OF SAID LOTS 1 AND 4. ALSO SAVING AND EXCEPTING THEREFROM ALL OF THAT PORTION OF LOT 4, BLOCK 3, LA DREW SUBDIVISION, RECORDED IN BOOK 12 PAGE 44 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF AN 82.5 FOOT ROAD KNOWN AS CALIFORNIA STREET (FORMERLY PENNSYLVANIA AVENUE) SOUTH 0°04'30" WEST, 76.00 FEET FROM THE CENTER LINE INTERSECTIONS OF SAID CALIFORNIA STREET AND LUGONIA AVENUE; THENCE NORTH 89°55'30" WEST, 41.25 FEET TO THE TRUE POINT OF BEGINNING ON THE EAST LINE OF SAID LOT 4; THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89°55'30" WEST, 60.00 FEET; THENCE SOUTH 0°04'30" WEST, 40.00 FEET; THENCE SOUTH 89°55'30" EAST, 60.00 FEET TO A POINT IN THE SAID EAST LINE OF LOT 4; THENCE NORTH 0°04'30" EAST, 40.00 FEET ALONG SAID EAST LINE OF LOT 4 TO THE TRUE POINT OF BEGINNING;

ALSO SAVING AND EXCEPTING THEREFROM ALL THAT PORTION OF SAID LOT 1, BLOCK 3, CONVEYED TO THE STATE OF CALIFORNIA, FOR FREEWAY PURPOSES, BY DEED RECORDED AUGUST 8, 1961 IN BOOK 5504 PAGE 113 OFFICIAL RECORDS OF SAID COUNTY.





GROSS AREA: 16.097 ACRES
NET AREA: 16.038 ACRES

APN: 0292–033–11 & 13

N
SCALE 1" = 40'

OWNER/DEVELOPER
NORTH PALISADE PARTNERS
MR. BRIAN WONG
1330 FACTORY PLACE #105
LOS ANGELES, CA 90013
PHONE: (310) 242–1612

CIVIL ENGINEER
HUITT–ZOLLARS, INC.
CONTACT: DAVID WHITE
3990 CONCOURS, SUITE 330
ONTARIO, CALIFORNIA 91764
PHONE: (909) 941–7799

BENCH MARK
BENCH MARK: R–28
ELEVATION = 1157.725'
BRASS DISK IN TOP OF CURB AT SOUTHWEST CORNER OF CALIFORNIA STREET AND LUGONIA AVENUE, 15± WEST OF WEST END RETURN.

BASIS OF BEARING
BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF LUGONIA AVENUE BEING NORTH 89°25'55" EAST ON PARCEL MAP NO. 19461, P.M.B. 244/23–27

CONCEPTUAL GRADING PLAN
FOR
N.P.P. - LUGONIA AT CALIFORNIA
CITY OF REDLANDS

HUITT–ZOLLARS
HUITT–ZOLLARS, INC.
3990 CONCOURSE, SUITE 330 • ONTARIO, CALIFORNIA 91764 • (909) 941–7799
PREPARED UNDER THE SUPERVISION OF:
JOHNNY MURAD R.C.E. NO. 67512 EXP. 6/30/23 DATE

DESIGNED BY	D.S.
DRAWN BY	A.C.
CHECKED BY	D.W.
FIELD BOOK	
JOB NO.	R313706.01
SHEET	1
OF	1
SHEETS	

K:\prod\R313706.01 - NPP - California Street Industrial\05 Design\05.1 Civil\conceptual grading\LCGNO.dwg, Layout: 01, Sep 26, 2023 3:11pm

RESOLUTION NO. 1678

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS RECOMMENDING THAT THE CITY COUNCIL DENY THE DEVELOPMENT APPLICATIONS FOR PLANNED DEVELOPMENT NO. 7 AND LOT MERGER NO. 8, FOR A PROPOSED 357,610 SQUARE-FOOT WAREHOUSE AND LOGISTICS DISTRIBUTION FACILITY ON 16 ACRES, LOCATED AT 1101 CALIFORNIA STREET.

WHEREAS, CRP/NPP Redlands Industrial Owner, LLC ("Applicant"), has filed applications for Lot Merger No. 8 and Planned Development No. 7, in conjunction with a Socio-Economic Cost/Benefit Study, requesting approval to merge two parcels encompassing approximately 16.0 net acres and construct a 357,610 square-foot warehouse and related site improvements located at 1101 California Street (APNs: 0292-033-11-0000 and 0292-033-13-0000) (the "Project" or "Project Entitlements"); and,

WHEREAS, the Applicant submitted an application for a Socio-Economic Cost/Benefit Study as required by Measure "U" and the Redlands Municipal Code; and

WHEREAS, notice of the Planning Commission's public hearing for Planned Development No. 7 and related Socio-Economic Cost/Benefit Study was duly published in a newspaper of general circulation by the Secretary to the Planning Commission; and

WHEREAS, notice of the Planning Commission's public hearing was provided in accordance with the requirements of the Redlands Municipal Code and the East Valley Corridor Specific Plan; and

WHEREAS, on June 11, 2024, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared for the Project and was circulated for public review for a period beginning on March 28, 2024, and ending on April 29, 2024; and,

WHEREAS, the Project is subject to the California Environmental Quality Act (CEQA) and the City has prepared an Initial Study and exercised its own independent judgement and analysis, there is no substantial evidence that the Project may have a significant effect on the environment, and a Mitigated Negative Declaration has been prepared in accordance with the CEQA Guidelines; and,

WHEREAS, following the hearing for Planned Development No. 7 and Socio-Economic Cost/Benefit Study, the Planning Commission determined that approval of the requested entitlement is not in the best interests of the public health, safety, and general welfare; and,

WHEREAS, on June 11, 2024, the Planning Commission made findings for denial for the Project and requested staff to prepare an appropriate Resolution with written findings for denial.

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

SECTION 1. FINDINGS FOR DENIAL OF PLANNED DEVELOPMENT NO. 7. The Planning Commission hereby recommends that the City Council deny Planned Development No. 7, based upon the following findings.

1. *That the proposed Planned Development is in conformity with the General Plan of the City.*

   This finding cannot be made. The proposed Planned Development does not conform to the General Plan of the City because it conflicts with several General Plan objectives and policies concerning the City's overall character and land use planning principles. Specifically, the Livability Element of the General Plan provides several policies intended to (1) maintain a land use pattern of various uses designed and arranged to protect and enhance Redlands' unique character; (2) provide for buffers and transitions between low- and high-intensity land uses; and (3) ensure that the scale and character of new development is appropriate for surrounding terrain and the character of existing development. The proposed development of a major warehouse on the subject site does not maintain a land use pattern that protects and enhances its surroundings, which is characterized by a heterogeneous distribution of compatibly located land uses. The proposed development would expand industrial land uses eastward toward existing commercial development, thereby degrading community character as a result. Furthermore, the subject site is located between existing land uses of different intensities (industrial to the west; commercial to the north and south), and the proposed development does not adequately provide for buffers or land use transitions that would contribute to harmonious and orderly development of the area.

2. *That the proposed Planned Development would not adversely affect the surrounding area or the Redlands community in general.*

   This finding cannot be made. The proposed Planned Development would adversely affect the surrounding area because surrounding properties to the north and east are developed with commercial buildings that must be protected from incompatible and impactful uses including warehousing. The proposed development is incompatible with surrounding uses and is inconsistent with the existing pattern of development in the vicinity. The proposed development would adversely impact surrounding non-industrial uses, particularly the site of the existing medical office building to the north across Lugonia Avenue on which the development of a regional hospital complex is reasonably foreseeable based on recent filing of development applications. Furthermore, the subject site is in close proximity to planned future transit-oriented development (south of Interstate 10 on California St.) identified as the Transit Villages Concept within the 2035 General Plan. Development of the subject site with a warehouse would unduly increase the potential for future land use conflicts to occur in these sensitive areas.

SECTION 2. RECOMMENDATION OF DENIAL. The Planning Commission hereby recommends that the City Council deny the Project Entitlements based on the above findings.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 25th day of June, 2024.

Karah Shaw, Chair
Planning Commission

ATTEST:

Linda McCasland,
Planning Commission Secretary

I, Linda McCasland, Secretary to the Planning Commission, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 25th day of June, 2024.

AYES: 6
NOES: 0
ABSENT: 1
ABSTAINED: 0

Linda McCasland,
Planning Commission Secretary

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **5. D.**

Meeting Date: 06/11/2024

APPLICANT:
CRP/NPP REDLANDS INDUSTRIAL OWNER, LLC
(PROJECT PLANNER: KEVIN BEERY, SENIOR PLANNER)

A **PUBLIC HEARING** to consider the following matters concerning the proposed development of a warehouse on a site encompassing approximately 16.1 gross acres located at 1101 California Street (APNs: 0292-033-11-0000 and 0292-033-13-0000), on the west side of California Street between Lugonia Avenue and Interstate 10:

1. Consider and make a recommendation to the City Council on a proposed **Mitigated Negative Declaration** and corresponding Mitigation Monitoring and Reporting Program prepared for the project in accordance with Section 15074 of the California Environmental Quality Act (CEQA) Guidelines.

2. Consider and make a recommendation to the City Council on a **Socio-Economic Cost/Benefit Study** prepared for the project in accordance with Measure U.

3. Consider and make a recommendation to the City Council on **Planned Development No. 7** and **Lot Merger No. 8**, a request to merge two parcels and construct a 357,610 square-foot warehouse (including 6,000 square feet of office space) and related site improvements including parking lots, loading docks, landscaping, walls and fences, lighting, stormwater drainage facilities, and utility connections on approximately 16.0 net acres.

SYNOPSIS

1. General Plan Designation:	Commercial/Industrial (CI)
2. Existing Zoning:	Special Development District (East Valley Corridor Specific Plan)
3. Surrounding Zoning:	North: Medical Facilities District (Concept Plan No. 1) South: General Commercial (East Valley Corridor Specific Plan) East: Office/Commercial (Specific Plan No. 29); and Open Space District (East Valley Corridor Specific Plan) West: Planned Development No. 3 (East Valley Corridor Specific Plan)
4. Existing Land Use:	Vacant (Demolished Amusement Park)
5. Surrounding Land Use:	North (across Lugonia): Commercial (Medical Offices) South (across I-10): City Citrus Grove East (across California): Commercial (General Office); Vacant West: Industrial (Warehouse)
6. Area / Topography:	16.1 gross acres with flat topography

7. Environmental Determination:	An Initial Study was prepared and a Mitigated Negative Declaration with a Mitigation Monitoring/Reporting Program is proposed per CEQA Guidelines Section 15074.	
8. Socio-Economic/Cost Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared pursuant to Measure U, and the project has a positive Cost/Benefit ratio of 11.16.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	August 2, 2023 November 20, 2023 June 11, 2024

PROPOSAL

The applicant proposes to merge two parcels totaling approximately 16.0 net acres and construct a 357,610 square-foot warehouse building and related site improvements including parking lots, loading areas, landscaping, screen walls, lighting, stormwater drainage facilities, and utility connections. The project site is located at 1101 California Street, on the west side of California Street between Lugonia Avenue and the westbound Interstate 10 on-ramp.

BACKGROUND

The subject site was formerly occupied by an amusement park ("Pharoah's Lost Kingdom" and "Splash Kingdom Waterpark") which was demolished in 2021. The site is now vacant except for the remains of former park attractions and parking lots.

ANALYSIS

A) General Plan

The 2035 General Plan land use designation of the subject site as "Commercial/Industrial", which provides for certain types of commercial and light industrial uses, including flex commercial space as well as business parks, that may be compatibly located (Attachment B). The proposed development is consistent with this designation, as well as the following General Plan goals and policies:

> Action: 3-A.4: Encourage and attract businesses that support industry clusters for demand occupations in technology, healthcare, business services, education, and logistics.
>
> Principle 4-P.7: Provide a diversity of compatible land uses throughout the city, providing opportunities for the development of a range of businesses, services, residential types, and public facilities to meet the needs of the community.
>
> Principle 4-P.10: Ensure that the scale and character of new development is appropriate for surrounding terrain and the character of existing development.
>
> Principle 4-P.13: Provide for the concentration of office, industrial, and commercial uses in appropriate locations near transportation corridors to encourage the development of employment centers and reduce the potential for land use conflicts with sensitive uses.
>
> Action 4-A.27: Provide space for expansion of existing industries and protect them from encroachment by inharmonious uses, but encourage most new industries to locate in the East

Valley Corridor where impacts on residential areas will be minimized.

Principle 5-P.29: Prioritize goods movement along specific routes in the city, consistent with the layered network, to foster efficient freight logistics.

B) East Valley Corridor Specific Plan

The subject site is located in the Special Development (EV/SD) district of the East Valley Corridor Specific Plan (EVCSP) (see Attachment C). The purpose of the EV/SD district is to provide regulatory, land use, and design flexibility to attain economical and efficient use of land (EVCSP Section EV3.1101). The EV/SD district allows any uses that are permitted in the following specific plan districts: Administrative/Professional (EV/AP), General Commercial (EV/CG), Commercial Industrial (EV/IC), and Public/Institutional (EV/IP). Warehousing is permitted in the EV/IC district and is, by extension, also permitted in the EV/SD district.

Although the EV/SD district does not establish district-specific development standards (e.g., building setbacks, height and size), new development in the district must conform to the general standards and guidelines under EVCSP Chapter 4. Table 1 summarizes the proposed development specifications and their conformance with applicable development standards. Attachment D includes the development plans.

Table 1. Development Standards Summary

Development Standard	***Requirement***	***Proposed***	***Complies***
Floor Area Ratio	0.80 max.	0.511	Yes
Building Setback (from California)	30'-0" min.	86'-1"	Yes
Parking Setback (from California)	30'-0" min.	30'-1"	Yes
Building Setback (from Lugonia)	30'-0" min.	71'-8"	Yes
Parking Setback (from Lugonia)	15'-0" min.	15'-8"	Yes
Interior Yard(s)	Per approved PD plan	124'-6"	Yes, if approved
Freeway Setback	50'-0" min.	80'-5"	Yes
Building Height	Per approved PD plan	50'-0"	Yes, if approved
Landscaping Coverage (Site)	15% min.	11.8%	No*
Landscaping Coverage (Parking Areas)	7% min.	10%	Yes

* Development will provide public art installation. According to EVCSP Section EV4.0260(e), the landscaped area requirement may be reduced by up to 5% where public art is to be displayed in a setting which enhances pedestrian spaces and building architecture.

Site Plan and Architecture: The proposed building is a rectangular concrete tilt-up building featuring a flat roof, and is 50 feet in height measured from adjacent finished grade to the top of the roofline (parapet). The site plan shows that the proposed building is centrally sited with parking spaces arranged in rows around the building. Landscaped areas are located along the site frontage, as well as between the parking areas and the building.

The architectural design of the proposed building conforms to the provisions under EVCSP Chapter 4 and is consistent with the City's Architectural Guidelines. The proposed building exterior consists of concrete panels painted in various shades of white and gray. The street-facing facade is modulated by pairs of concrete panel column projections (painted in indigo), as well as metal canopies. Windows are regularly spaced along the street- and freeway-facing facades and feature combinations of both vision and spandrel glazing. The two primary building entrances, which are located on opposite ends of the east side of the building,

consist of glass and aluminum framing articulated by steel canopies. Overall, the exterior architecture is designed in a manner compatible with surrounding development, and in a manner appropriate for the location of the project site next to the Interstate 10 and California Street interchange, a central gateway to the East Valley Corridor.

Parking and Loading: As shown in Table 2, based on gross floor area, the minimum off-street parking space count required for the proposed development is 396. The development plan provides a total of 396 parking spaces and meets the requirement. The plan also shows 47 loading bays in the screened yard on the west side of the building, which far exceeds the five spaces required for industrial buildings that exceed 160,000 square-feet.

Table 2. Parking and Loading Requirements Summary

Use	Parking Space Requirement	Spaces Required	Spaces Provided
Office	1 parking space per 250 square feet	24	–
Warehouse	1 parking space per 500 square feet up to 20k square feet; 1 space per 1,000 square feet over 20k square feet	372	–
Total		396	396

Landscaping: For industrial facilities located in the specific plan, a minimum of 15% of the development site must be landscaped, and the development plan indicates that 12% of the site would be landscaped. EVCSP Section EV4.0260(e) provides that the landscaped area requirement may be reduced by up to five (5) percent where public art is to be displayed in a setting which enhances pedestrian spaces and building architecture. Accordingly, in-lieu of meeting the minimum landscaping coverage standard, the applicant is opting either to contribute or fund a public art installation to be valued at a minimum of 1% of total project value. A condition of approval guaranteeing compliance with the public art requirement has been added.

A minimum of 7% of the parking lot areas must be landscaped, and 10% will be provided and will meet the code requirement.

The proposed plant palette consists of a combination of trees, shrubs, accent plants and ground cover to be installed throughout the site. Mature carrotwood, canary island pine, and mexican fan palm trees exist along the project frontages. In general, existing trees in these areas are proposed to remain in place and be protected during construction. As part of the project, the developer is also proposing new off-site landscaping abutting the I-10 westbound on-ramp (subject to approval by Caltrans). Final landscape plans demonstrating compliance with water efficiency requirements must be reviewed prior to issuance of a building permit.

Screening, Fences, and Walls: Rooftop equipment will be screened from public view by parapet walls extending roughly six feet in height above the roof field. Conditions of approval have been added requiring ground-mounted ancillary equipment, such as backflow preventors, irrigation valves and transformers, to be concealed from public view.

Screen walls 8'0" high, constructed from concrete tilt-up panels, will be located around the loading area on the west side (rear) of the proposed building. The walls will be painted to match the main building and will feature mid-section accent reveals. An existing 8'0" tall chain link fence on the west lot boundary will remain in place.

C) Planned Development No. 7

New development projects in the EV/SP district are subject to the "Planned Development" review and approval process. According to City Council Resolution No. 5116, which establishes Planned Development application procedures, approval of a Planned Development application is "quasi-legislative" in nature, and thus is subject to review and recommendation by the Planning Commission, with final review and approval by the City Council. A Planned Development, when submitted in a single stage as a comprehensive site plan serves as both an approved site plan and a development permit, upon which conditions of approval (including expiration dates) may be imposed.

D) Municipal Code Chapter 18.156

The proposed facility is subject to the provisions under Article XII of Chapter 18.156 of the Redlands Municipal Code (Warehouses and Logistics Distribution Centers), which apply to new large-scale warehousing facilities either having a gross floor area of 50,000 square feet or greater, or having six (6) or more truck docks or high docks loading doors. The provisions include standards on the location, screening and buffering, traffic patterns, energy usage and operations. The proposed facility complies with these requirements as described below.

Site Location Requirement: New warehouses must be located within one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (I-10 or I-210). The site of the proposed facility is adjacent to the westbound Interstate 10 on-ramp at California Street, and therefore, meets the location requirement.

Site Design: The development site plan shows sufficient on-site area (a minimum of 140 feet for two trucks) to accommodate queuing outside the loading dock to avoid vehicle spillover on the public right-of-way. Loading docks and truck entries are not oriented toward any sensitive receptors (of which there are none abutting the project site), and truck docks are placed at the rear of the building to be fully concealed from public view.

Landscape Shading: Trees will be installed in passenger vehicle parking areas to provide at least 35% shade coverage of the parking area within 15 years.

Truck Routing: As required by Measure U, a traffic study was prepared evaluating impacts of the proposed development on levels of service (LOS) at nearby intersections. There are no abutting or adjacent sensitive receptors (such as schools, hospitals, or residences) near the project site that might be detrimentally affected by truck trips, noise, vibration, or air quality impacts resulting from the proposed use. The site is adjacent to Interstate 10 and has immediate access to the interstate system via California Street.

Other Requirements: All other design and operational requirements have been included as mandatory conditions of approval (e.g., use of PV solar panels, cool roof treatment, sustainable energy requirements, engine idling signs, etc.).

E) Traffic and Measure 'U'

Measure 'U' is a growth management initiative approved by Redlands voters in 1997, and establishes several principles of managed development including a general requirement that a Level of Service (LOS) grade of "C" or better must be maintained at roadway intersections. Based on the traffic impact analysis prepared for the project in December 2023, intersections in the project study area presently operate at acceptable LOS. The study further concludes that the projected increase in traffic levels caused directly by the project is not expected to reduce the performance of study intersections below the Measure U threshold of LOS C. The proposed development is estimated to generate 1,132

passenger-car equivalent (PCE) daily trips, with 111 total trips modeled in the AM peak hour and 114 total trips modeled in the PM peak hour. Based on the forecasted "existing plus project" traffic conditions, nearby intersections are expected to continue functioning at acceptable performance levels under project operating conditions. Project traffic is not anticipated to adversely affect the performance of nearby intersections below LOS 'C' and, therefore, no mitigating roadway system improvements are identified as necessary.

The developer will dedicate a portion of the southeast corner of the project site (abutting the I-10 on-ramp) to Caltrans in order to accommodate one new additional free right-turn lane that will be constructed in the future. In addition, the project will also re-stripe the existing median on Lugonia Avenue to accommodate a new westbound left-turn lane for truck access into the proposed Driveway 1.

F) Socio-Economic Cost/Benefit Study

Measure 'U' requires a socio-economic cost/benefit study for projects involving new structures larger than 5,000 square feet. A Socio-Economic Cost/Benefit Study has been prepared for this project (see Attachment E). According to the Cost/Benefit Model used by the City, the project is projected to result in annual non-residential revenues of $197,250 to the City upon project implementation and annual ongoing costs of $17,672. The surplus is $179,578 and the cost/benefit ratio is +11.16. The complete Cost/Benefit Model results are attached to the report.

ENVIRONMENTAL REVIEW

Initial Study/Mitigated Negative Declaration: The Initial Study/Mitigated Negative Declaration (IS/MND) (see Attachment F-1) prepared for the project is based on the CEQA Guidelines and includes analysis of all standard environmental factors (i.e., those listed in CEQA Guidelines Appendix G). The document was prepared using the appropriate criteria and thresholds for an IS/MND in compliance with CEQA.

Public Review & Comment Period: The required minimum 30-day public review and comment period began on March 28, 2024, and ended on April 29, 2024. The Notice of Intent was published in a local newspaper as well as posted to OPR's State Clearinghouse website for CEQA documents (SCH No. 2024031107). The Initial Study and related documents are also posted on the City's web site for environmental documents at 'www.cityofredlands.org/post/environmental-documents'.

Mitigation Measures: The Mitigation Monitoring/Reporting Program (Attachment F-2) includes mitigation measures pertaining to Biological Resources, Cultural Resources, Geology & Soils, and Tribal Cultural Resources. After mitigation, no potentially significant impacts were identified as a result of the project, and the mitigation measures will be incorporated into the project as mandatory conditions of approval.

Public Comments: To date, a total of eleven (11) public comments have been received from interested parties and the South Coast Air Quality Management District (AQMD). South Coast AQMD requested clarification on technical documents and modeling information (air quality, health risks, and greenhouse gas analysis) and provided general information concerning regulatory compliance. There is no information or evidence identifying any potentially significant impacts as a result of the project, and the City's environmental consultant has provided a written response to the comments (see Attachment F-3). The proposed Mitigated Negative Declaration is the appropriate environmental determination for this project.

FINDINGS

In considering a Planned Development application, the Planning Commission must make the following findings before recommending its approval to the City Council. Each finding is followed by the recommended determination based on staff's analysis.

1) That the proposed Planned Development is in conformity with the General Plan of the City.

The General Plan land use designation of the subject site is "Commercial/Industrial" which provides for certain types of commercial and light industrial uses, including flex commercial space as well as business parks, that may be compatibly located. As a warehousing facility, the proposed development is consistent with both the General Plan land use designation and applicable General Plan goals and policies, particularly those concerning the East Valley Corridor. Designated truck routes are abutting and available to the subject site, and the proposed development abuts the Interstate 10 freeway and California Street interchange. No abutting, adjacent or nearby sensitive receptors are located in proximity to the project site or the necessary truck routes that serve the proposed facility.

2) That the proposed Planned Development would not adversely affect the surrounding area or the Redlands community in general.

The subject site is generally surrounded by existing industrial and commercial development, and no existing or reasonably foreseeable land use conflicts or other detrimental effects are present in the vicinity. Vehicular access and freeway access (for large trucks and tractor-trailers) are adjacent to the subject site, and several ramps accessing Interstate 10 abut the project site and elsewhere in the vicinity. The project will dedicate land to widen and improve the westbound California Street on-ramp to Interate 10 abutting the project site. Truck traffic to and from the proposed warehouse facility will minimally affect the Redlands community and loca street network. Furthermore, the proposed use will not be detrimental to the health, safety, or general welfare, and will not be injurious to property or improvements in the vicinity. The proposed development is compatible with the surrounding area and all improvements necessary to adequately serve the new development are existing or will be constructed as required by the conditions of approval.

RECOMMENDATIONS

Based on the above analysis and findings, staff recommends that the Planning Commission adopt Resolution No. 1678 and recommend that the City Council adopt the Mitigated Negative Declaration, adopt the Socio-Economic Cost/Benefit Study for the project, and approve Lot Merger No. 8 and Planned Development No. 7.

MOTIONS

If the Planning Commission concurs with staff's recommendation, the following motion is provided:

"I move that the Planning Commission adopt Resolution No. 1678 and recommend that the City Council:

- Adopt the Mitigated Negative Declaration and Mitigation Monitoring & Reporting Program

prepared for the project;
- Adopt the Socio-Economic Cost/Benefit Study prepared for the project;
- Approve Lot Merger No. 8; and
- Approve Planned Development No. 7."

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: General Plan Map
Attachment C: Zoning Map
Attachment D-1: Cover Sheet, Site Plan, Floor Plan
Attachment D-2: Elevations, Sections, Color Renderings
Attachment D-3: Preliminary Landscaping Plan
Attachment D-4: Preliminary Grading Plan
Attachment E: Socio-Economic Cost/Benefit Study
Attachment F-1: Initial Study/Mitigated Negative Declaration
Attachment F-2: Mitigation Monitoring & Reporting Program
Attachment F-3: MND Comments & Response to Comments
Attachment G-1: Resolution No. 1678
Attachment G-2: Land Use Engineering Conditions

From: Brian Foote
To: Linda McCasland
Cc: Kevin Beery
Subject: FW: Upcoming Planning Commission Item
Date: Monday, June 10, 2024 17:02:18

Comment for the Commission

Begin forwarded message:

> **From:** PAUL FOSTER
> **Date:** June 6, 2024 at 4:59:14 PM PDT
> **To:** Karah Shaw
> **Subject: Upcoming Planning Commission Item**
>
> Hi Karah!
>
> I hope this message finds you well.
>
> I'm writing to express my objections to the upcoming Planning Commission item proposition the construction of a warehouse facility on the site of Splash Kingdom across from the Kaiser Permanente Medical Office.
>
> The planning and opening of that medical office was one of my last major projects before retiring from KP. The site, as you may know was purchased with building a hospital on the site. As you may also be aware Kaiser is moving forward with planning the expansion on that site in the near future.
>
> The patients seen at the facility have and continue to complain about the truck traffic as they attempt to arrive and depart from their visits. This will only get much worse if such a facility is constructed.
>
> In addition, as the hospital is completed it will, of course include an Emergency Department. Emergency vehicles attempting to get critical patients to the ED will be faced with loosing vital minutes, even seconds as big rig trucks fill the California Street exit,even if enlarged. Asking these same emergency vehicles to find other routes in order to accommodate the trucks for the wearhouse is simply unacceptable!!! Taking care of the medical needs of Redlands residents must be in the forefront of the decision making on this project rather than the economic advantage to the developer.
> This site should have never been zoned as it is. While serving as Mayor I met with a prior owner at their request and made it clear that the site should be developed as mixed use or office

professional citing the reasons above as part of my reasoning.
I must add that former Mayor Harisson and myself worked hard to have the orange grove on the south side of the freeway at California Street replanted as a grove as that location make the gateway entrance to Redlands. It would be a shame to see nothing but wear housing on the opposite side.

My voice these days carries little weight in Redlands these days but I couldn't let this matter come to the Commission without raising my concerns.
I ask that you give them consideration in your deliberations.

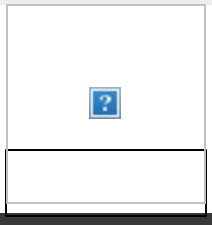
Best wishes to you always!

Paul W. Foster
Mayor (retired)
City of Redlands
Assistant Medical Group Administrator(retired)
Southern California Permanente Medical Group
Sent from my iPhone

From: Planning Commission
To: Kevin Beery
Cc: Linda McCasland
Subject: FW: Form submission from: Planning Commission Comments Form
Date: Monday, June 10, 2024 10:20:12
Attachments: ~WRD0000.jpg

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Friday, June 7, 2024 6:01 PM
To: Planning Commission <PlanningCommission@cityofredlands.org>
Subject: Form submission from: Planning Commission Comments Form

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06/07/2024 - 6:01pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Kathleen Wing

Address (Optional):
1316 E Brockton Avenue, Redlands, CA 92374

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I don't know why they would build another warehouse when the vacancy rate is increasing for existing warehouses. Also, why would we want a development that will produce mostly low wage jobs when there

are few affordable places to live? Even if the ecomomics improve for warehouses the negative effects of that pollution and related traffic congestion will be bad for our quality of life in Redlands if this project is developed.

Email to receive a copy of your submission:
kathleenwing@verizon.net

View results | Download results

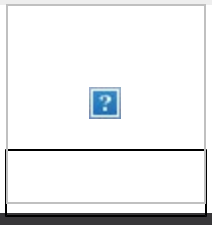
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You are receiving this e-mail because you signed up at our website: City of Redlands. If you did not sign up, or you are receiving this message in error, please contact us so we can promptly resolve the problem.

From: Planning Commission
To: Kevin Beery
Cc: Linda McCasland
Subject: FW: Form submission from: Planning Commission Comments Form
Date: Monday, June 10, 2024 10:20:28
Attachments: ~WRD0001.jpg

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Saturday, June 8, 2024 8:24 AM
To: Planning Commission <PlanningCommission@cityofredlands.org>
Subject: Form submission from: Planning Commission Comments Form

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]



06/08/2024 - 8:23am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Marja Dowell

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
NO to more warehouses … the location on California Street is an absolute horrible location . The intersection there and the freeway on - and off ramp are already clogged up by too many trucks and adding this warehouse will add a dramatic increase in traffic . NO to this plan and

NO to more trucks and traffic and polution !

Email to receive a copy of your submission:
wasdutch@yahoo.com

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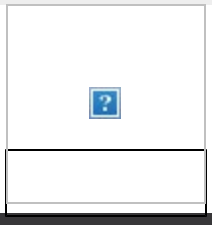
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From: Planning Commission
To: Kevin Beery
Cc: Linda McCasland
Subject: FW: Form submission from: Planning Commission Comments Form
Date: Monday, June 10, 2024 10:20:49
Attachments: ~WRD0002.jpg

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Saturday, June 8, 2024 10:19 AM
To: Planning Commission <PlanningCommission@cityofredlands.org>
Subject: Form submission from: Planning Commission Comments Form

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06/08/2024 - 10:18am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 8, 2024

Agenda Item Number:
5D

Speaker Name:
Lori Holland

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The intersection of the proposed warehouse is extremely busy. Two days ago I was under the overpass and 6 massive trucks turned left onto California during one light! I thought there was a moratorium on warehouse. Really, at some point this needs to stop. With Kaiser just

down the street, there is a lot of personal/family traffic that already has to share California with too many trucks.

Email to receive a copy of your submission:
Gr8ful4life14@gmail.com

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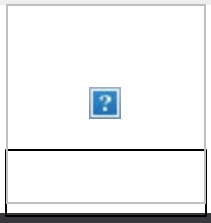
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From: Planning Commission
To: Kevin Beery
Cc: Linda McCasland
Subject: FW: Form submission from: Planning Commission Comments Form
Date: Monday, June 10, 2024 10:21:12
Attachments: ~WRD0003.jpg

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Saturday, June 8, 2024 11:16 AM
To: Planning Commission <PlanningCommission@cityofredlands.org>
Subject: Form submission from: Planning Commission Comments Form

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06/08/2024 - 11:16am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Kevin Beery

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The air pollution and highway congestion from all of the trucks are negatively impacting the residents of Redlands. No more warehouses.

Email to receive a copy of your submission:
briana.bender.71@gmail.com

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From: Planning Commission
To: Kevin Beery
Cc: Linda McCasland
Subject: FW: Form submission from: Planning Commission Comments Form
Date: Monday, June 10, 2024 10:22:43
Attachments: ~WRD0005.jpg

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Sunday, June 9, 2024 3:06 PM
To: Planning Commission <PlanningCommission@cityofredlands.org>
Subject: Form submission from: Planning Commission Comments Form

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06/09/2024 - 3:05pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 9, 2024

Agenda Item Number:
5d

Speaker Name:
Ulysses Mora

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please do not support the approval of yet another warehouse in Redlands. They Inland Empire region is suffocating in pollution caused by the constant building of warehouses. We have a regional housing crisis, our development plans should all be prioritizing housing and

making the city more walkable. These warehouses do not bring good paying jobs and would only cause more harm than good to the community.

Email to receive a copy of your submission:
ulysses.mora12@gmail.com

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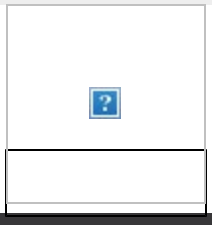
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From: Planning Commission
To: Linda McCasland
Cc: Kevin Beery
Subject: FW: Form submission from: Planning Commission Comments Form
Date: Monday, June 10, 2024 16:41:39
Attachments: ~WRD0502.jpg

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Monday, June 10, 2024 2:31 PM
To: Planning Commission <PlanningCommission@cityofredlands.org>
Subject: Form submission from: Planning Commission Comments Form

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06/10/2024 - 2:30pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 10, 2024

Agenda Item Number:
D

Speaker Name:
Robert Y

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I would prefer examining options for green space or other use for this area. We have enough warehouses. We should take this opportunity to add character to our city outside of the downtown area.

Email to receive a copy of your submission:

rcymozart@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 9:57 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:57am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jeremy Permaul

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses. Please, no more warehouses in Redlands!

Email to receive a copy of your submission:
jpermaul@gmail.com

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Linda McCasland

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Sent: Tuesday, June 11, 2024 9:55 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:55am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Christina Haskin

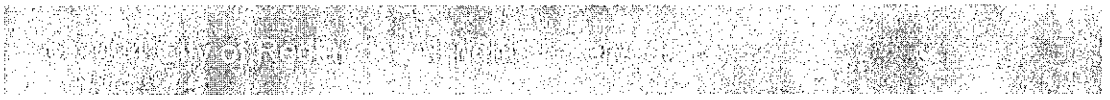
Address (Optional):
P.O. Box 7115 Redlands, 92375

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.
2. We can be more creative than this! It used to be a park, it could be a park again
3. Kaiser has a medical facility next door to this location, the last thing they need is more air pollution and traffic.

Email to receive a copy of your submission:
chaskins@esri.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 9:38 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:38am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Janet Kownacki

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
We do not need any more warehouses in Redlands. Our air quality is already at unhealthy levels, and additional trucking in and out is only going to exacerbate the situation. Albeit commercial, this space was once for recreation. Why not reclaim that space for recreation once again?

Email to receive a copy of your submission:
janetkownacki@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:45 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:45am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Kristin Frith

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The inland empire already has some of the worst air quality in the US. I already suffer breathing issues when air pollution is bad here. We need to find other ways to bring in tax dollars and income that are more environmentally friendly.

Email to receive a copy of your submission:
med@mednrey.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:46 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:45am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Molly Jane Green-Hogeweg

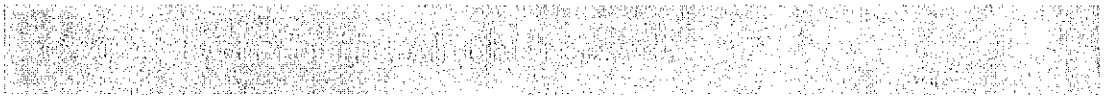
Address (Optional):
1365 Crafton Ave

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.
2. We can be more creative than this! It used to be a park, it could be a park again
3. Kaiser has a medical facility next door to this location, the last thing they need is more air pollution and traffic.

Email to receive a copy of your submission:
mgreen8613@gmail.com

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Linda McCasland

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Sent: Tuesday, June 11, 2024 8:46 AM
To: Planning Commission
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06/11/2024 - 8:46am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Louise Arbogast

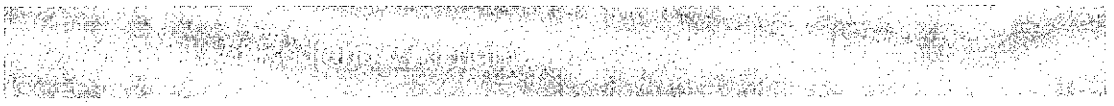
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
There are plenty of warehouses in the I.E.
Another amusement area, park, something for the community to enjoy.

Email to receive a copy of your submission:
usc4mela@gmail.com

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Linda McCasland

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To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:46am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
APNs: 0292-033-11-0000 and 0292-033-13-0000

Speaker Name:
Ken Hartling

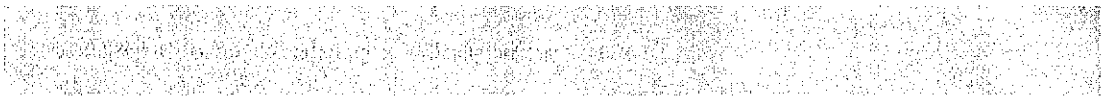
Address (Optional):
Eureka St Redlands

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
This is the proposed giant warehouse on California St, where splash kingdom used to be.
Please, no more warehouses in Redlands! Quality of life has greatly diminished over the past 20yrs due to the additional high traffic (truck and air) and the ongoing air quality issues.
1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.
2. We can be more creative than this! It used to be a park, it could be a park again
3. Kaiser has a medical facility next door to this location, the last thing they need is more air pollution and traffic.
"In a study conducted by SmartSurvey that used 12 metrics to measure air quality, the Inland Empire topped the list as having the worst total air quality in the U.S." Redlands is our home and I personally want better for our families.

Email to receive a copy of your submission:
kjhishere@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:49 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:48am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jean Peterson

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
No more warehouses! Our air is already among the worst in the NATION!

Email to receive a copy of your submission:
jean_peterson@esri.com

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Linda McCasland

From: Morgan Stoneking <morganbstoneking@gmail.com>
Sent: Tuesday, June 11, 2024 8:49 AM
To: Planning Commission
Subject: Possible Warehouse at Splash Kingdom

You don't often get email from morganbstoneking@gmail.com. Learn why this is important

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To Whom It May Concern,

I am reaching out regarding the potential warehouse that is in talks of being built where the old Splash Kingdom used to be. There are several reasons why this would not be an ideal situation.

I work on California Street and Orange Tree Lane. Getting off of the 10 at California Street is already extremely difficult, but with the addition of as many stop lights as there are between there at San Bernardino Avenue makes for a very difficult commute.

This would be a horrible eyesore to the city. If we build ANOTHER warehouse in this place, it makes it look just like every other city in California these days. There are so many warehouses and distribution centers in Redlands already, we do not need another ugly, beige building to look at.

I hope you really take people's opinions into consideration. This is an awful idea for both commuting purposes and taking away from the city.

Thank you for your time.
-A PROUD Redlands Resident

Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:50 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:49am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Michelle Castillo

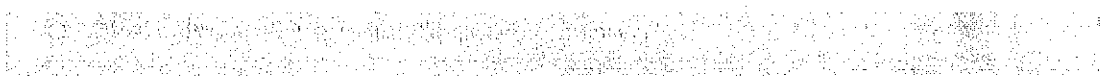
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
In a study conducted by SmartSurvey that used 12 metrics to measure air quality, the Inland Empire topped the list as having the worst total air quality in the U.S. We shouldn't be subjecting our residents to more pollution, which warehouses undeniably produce.

Email to receive a copy of your submission:
michellexcastillo@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:52 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:52am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Ho Ming Yim

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I would rather see the land turned into low-cost rent-controlled apartments.

Email to receive a copy of your submission:
hyim@esri.com

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Linda McCasland

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Sent: Tuesday, June 11, 2024 8:54 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:53am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Tyler

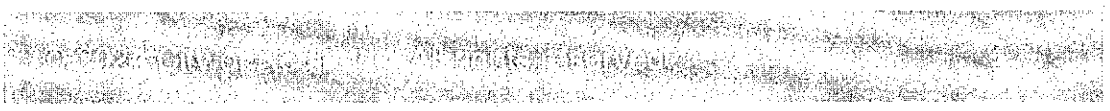
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
There's enough warehouses in Redlands.

Email to receive a copy of your submission:
togood4boomer@yahoo.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:56 AM
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Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:56am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Tom Krenek

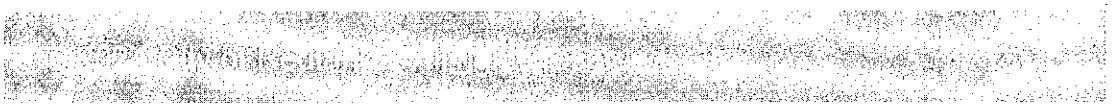
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
It will only add to the worsening of Redlands air quality.

Email to receive a copy of your submission:
tfkrenek@gmail.com

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Sent: Tuesday, June 11, 2024 8:57 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:56am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Greg Tieman

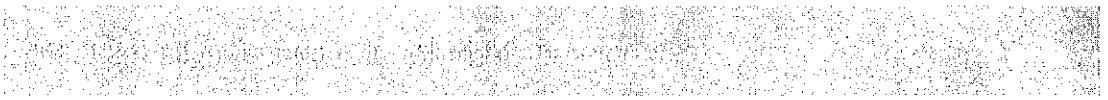
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.
2. We can be more creative than this! It used to be a park, it could be a park again or something that benefits the residents and beautifies the area.
3. Kaiser has a medical facility next door to this location, they don't need more air pollution and traffic.
4. I have kids who are growing up here and they all developed asthma at an early age. Warehouse and truck traffic only exacerbate the ongoing local public health problem surrounding poor air quality and increased pollution from the Logistics industry. We need to be doing better for our residents, not worse.

Email to receive a copy of your submission:
gttraveler@hotmail.com

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Sent: Tuesday, June 11, 2024 8:57 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:57am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5d

Speaker Name:
Stephanie Hower

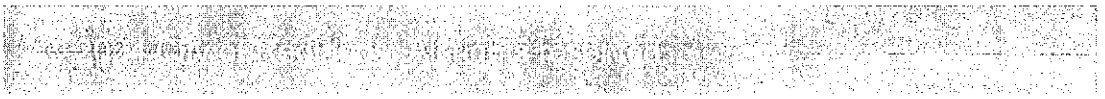
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.
2. We can be more creative than this! It used to be a park, it could be a park again
3. Kaiser has a medical facility next door to this location, the last thing they need is more air pollution and traffic.

Email to receive a copy of your submission:
stephaniehower.lp@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:58 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:58am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Julia Lenhardt

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The increased number of warehouses in the Inland Empire is now the cause of a public health crisis. The area around the proposed project is already overburdened by warehouses and the pollution and traffic they generate. Acute or prolonged exposure to pollution from diesel trucks has been linked to asthma, pulmonary and cardiovascular diseases, and cancer. Our area does not need more warehouses. This site was a recreational site before. We can be strategic and creative in the use of this space. I urge you to vote no to this project.

Email to receive a copy of your submission:
lenhardt.julia@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 9:04 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:04am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Carol Sousa

Address (Optional):

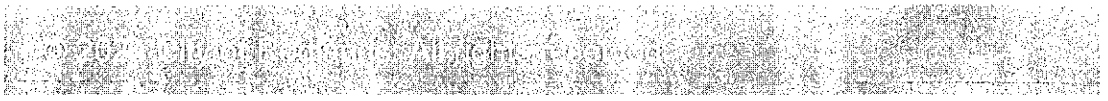
Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
We don't need more warehouses in and surrounding Redlands!
We don't want air quality to get worse.
We don't want more truck traffic.

Please just say no.

Email to receive a copy of your submission:
csousa@esri.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Monday, June 10, 2024 8:07 PM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/10/2024 - 8:06pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Bruce

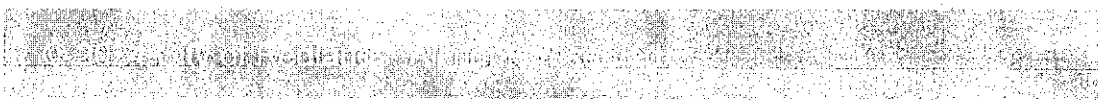
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I don't want to see another ugly warehouse that creates more traffic congestion, air pollution and does nothing else for the community. The job creation is minimal at a lower wage level at best. Being in a prime location there are many other higher and better uses. How about Kaiser medical building a facility. ?? Or even office, retail etc.

Email to receive a copy of your submission:
Trojanbroker@yahoo.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 6:16 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 6:15am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Margot Bordne

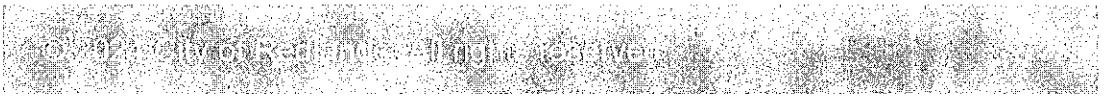
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I am strongly opposed to this warehouse project in Redlands. I opposed the previous warehouse project and will continue to oppose these projects because the IE does not need more warehouses bringing more trucks and more pollution to where my kids breathe air all day. This location used to be a park and has the potential to be something that could improve our community and quality of life, rather than something that will make it dirtier and less livable. I strongly urge the council to consider a better option for this location instead if a warehouse that will continue to perpetuate the pollution and environmental justice crisis in the IE.

Email to receive a copy of your submission:
Margot.Bordne@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
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To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 6:15am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Chris Bordne

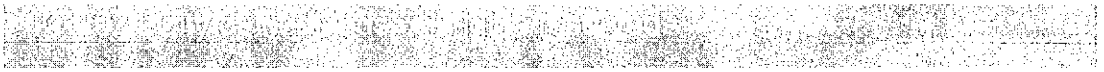
Address (Optional):
S. 4th St

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
What is progress if not a safer, cleaner city for our kids? Another warehouse would bring the opposite. Do our kids want another warehouse in Redlands? I think not.

Email to receive a copy of your submission:
bordne@gmail.com

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Linda McCasland

From: Gary Springfield <garyspringfield.direct@gmail.com>
Sent: Tuesday, June 11, 2024 8:29 AM
To: Planning Commission
Subject: Planning Commission Comments - former site of Splash Kingdom Park

You don't often get email from garyspringfield.direct@gmail.com. Learn why this is important

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Please don't turn this site into another warehouse. I work less than a mile from this location and through the years, the traffic has become a nightmare. What used to be a simple task of getting on and off the freeway has become a game of wait while all the traffic piles up and completely ignores anything resembling a traffic light.

I've worked in this area for many many years so I've been here when Splash Kingdom was in its heyday. Traffic was not bad. Then, through the years, dozens of warehouses were built a mile or so off that path. Unfortunately, nothing was ever done to improve traffic flow. What used to be the occasional truck on the road now has hundreds of trucks a day clogging all traffic. And now you want to build another warehouse? Seriously?

We've got to stop making our area warehouse central. We have so many of these warehouses without thought or planning of how it affects traffic. I've lived it. I've seen when traffic was light, now it's a nightmare. Don't believe your studies. If you put another ware house with 47 truck dock doors, do you really think that won't impact the area?

Feel free to build one of these warehouses next to your home and let me know if there's any affect on your quality of life.

Come up with a different plan. Stop the warehouse madness. If you do vote for this really bad idea, I hope when they build the warehouse, you take the California exit as your preferred route to get anywhere. Then you'll know how terrible the situation already is. You'd never vote for this if you had to do the commute all of us in this area have to take while working here.

Do the right thing.

Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:40 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:40am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
D

Speaker Name:
Katie

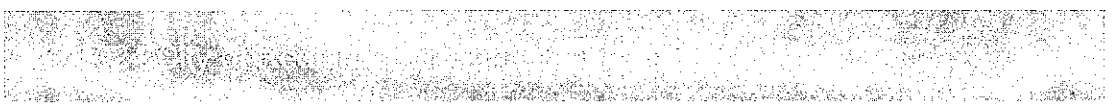
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.

Email to receive a copy of your submission:
katieolson7@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
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To: Planning Commission
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06/11/2024 - 8:40am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Meg Hartel

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
We can be more creative than this! It used to be a park, it could be a park again

Email to receive a copy of your submission:
meg.hartel@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:41 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:41am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Nancy Morales

Address (Optional):
413 Hartzell Ave Redlands CA

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Against another warehouse. Open to more environmental options.

Email to receive a copy of your submission:
nancy.mor88@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:42 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:41am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
D

Speaker Name:
Bruce Mackenzie

Address (Optional):
733 Sherwood street; Redlands; CA 92373

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands!

Email to receive a copy of your submission:
fleasbaby@gmail.com

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Linda McCasland

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06/11/2024 - 8:41am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Joseph G

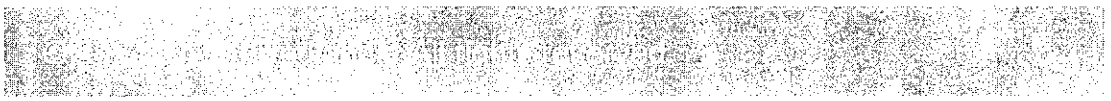
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses.

Email to receive a copy of your submission:
jojogenther@gmail.com

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Linda McCasland

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Sent: Tuesday, June 11, 2024 8:42 AM
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PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
agenda item 5D

Speaker Name:
planning commissions

Address (Optional):
3610 Pumalo Street

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands!

Email to receive a copy of your submission:
veromarzcc@yahoo.com

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06/11/2024 - 8:42am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Leo Lopez

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands!

Email to receive a copy of your submission:
leo.d.lpz@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:43 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:42am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Laura Krenek

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
In a study conducted by SmartSurvey that used 12 metrics to measure air quality, the Inland Empire topped the list as having the worst total air quality in the U.S. Redlands is my home I want better for our families. This space can be repurposed for something better than a giant warehouse that will make our air quality even worse. I take my young children to their pediatrician at Kaiser directly next door.

Email to receive a copy of your submission:
Laurakrenek6@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 8:44 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 8:43am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Cheyenne Coates

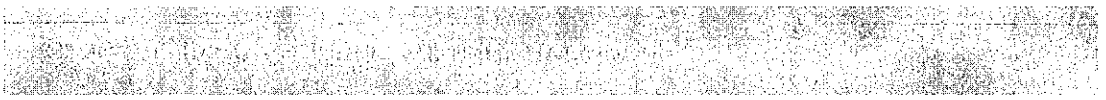
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.
2. We can be more creative than this! It used to be a park, it could be a park again
3. Kaiser has a medical facility next door to this location, the last thing they need is more air pollution and traffic.

Email to receive a copy of your submission:
ccoates@esri.com

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Linda McCasland

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PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jason bumby

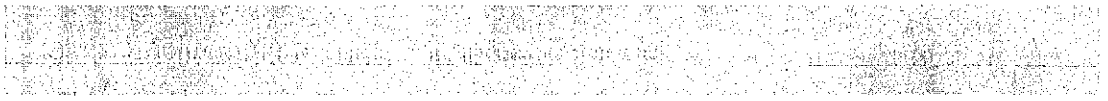
Address (Optional):
140 W Pioneer Ave Spc 40, Redlands, CA 92374

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands. Kaiser is nearby and there are already a ton of warehouses around contributing to some of the worst air quality in the nation. Use the space for another park or something.

Email to receive a copy of your submission:
jtbumby@gmail.com

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06/11/2024 - 8:43am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Nathan Easley

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Redlands doesn't need more warehouses. My wife and I moved here because of the small town charm that Redlands provides. Adding warehouses erodes that charm and makes the city more polluted, noisy, and increases traffic.

Email to receive a copy of your submission:
nathanjeasley@gmail.com

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Linda McCasland

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PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Cara Steinberg

Address (Optional):

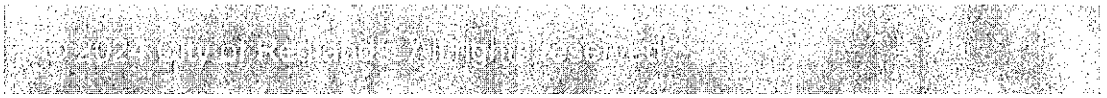
Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands!

1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE. We don't need more warehouses.
2. We can be more creative than this! It used to be a park, it could be a park again.
3. Kaiser has a medical facility next door to this location, the last thing they need is more air pollution and traffic.

Email to receive a copy of your submission:
caraalise04@gmail.com

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Linda McCasland

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06/11/2024 - 8:44am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Ashley Killian

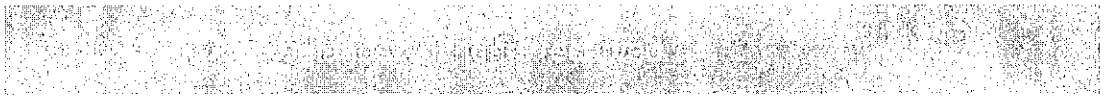
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The recent warehouse boom is nothing more than just that, a boom that has already begun to fizzle out. More and more warehouses are sitting empty, and the building of them is just a cash grab. The Inland Empire was just recently ranked within the top 5 worst air quality sectors in the COUNTRY. The trucking industry is a big part of this. There are warehouses and big rigs everywhere now, and our infrastructure has not been maintained to keep up with this, or the housing boom. Adding yet another large warehouse in an already saturated area would only exacerbate these existing problems. Aside from all those reasons, they are an eyesore. I am adamantly against any new warehouse buildings in the area.

Email to receive a copy of your submission:
ashley.killian@yahoo.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 9:07 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:07am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
D

Speaker Name:
Shantanu Tavkar

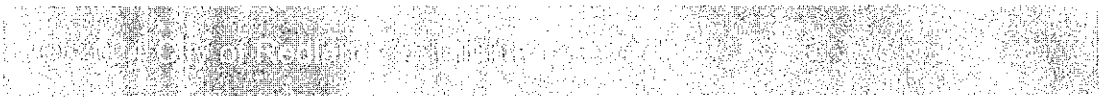
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I'd like to express my stance against another warehouse in Redlands. North Redlands has felt ignored with poorly maintained streets, bad walking/biking infrastructure, and a lack of shade and trees. Warehouses and the trucks they bring don't help with this. We don't need more warehouses bringing more traffic, pollution, and trucks to this city. I live close to the proposed site and it is already frustrating to navigate at peak times with how many trucks use that intersection, I can't imaging having to deal with a warehouse right on that intersection. This is not a good idea.
Build a new park, a train station, affordable housing, or anything that would benefit the residents of the city instead of corporations.

Email to receive a copy of your submission:
sb.tavkar@gmail.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 9:09 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:09am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Cassandra

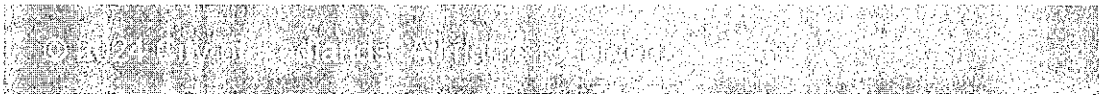
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I am speaking against this because of the inherent harm I think it will have on the community. As it stands this area has the worst air quality in the US a warehouse like this will only add to that problem and make it harder for those with health issues. This seems especially ill advised given the Kaiser medical facility near the proposed location. Logistically, driving around the area during peak commute times is already challenging, another warehouse will only compound the issue. And lastly, with 5 acres of land there are so many more ways it can be used to benefit the community from parks that would add cooling spaces during the summer, recreation for exercise, etc.

Email to receive a copy of your submission:
cassandra.wagner93@gmail.com

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Linda McCasland

From: Rod Landon <rod@kcalfm.com>
Sent: Tuesday, June 11, 2024 9:13 AM
To: Planning Commission
Subject: Comment on new warehouse on Orange Tree Lane (old Splash Kingdom)

You don't often get email from rod@kcalfm.com. Learn why this is important

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Good morning City Planners,
I work for a business on Orange Tree Lane. I'm an outside sales person, so I'm going thru the California/Orange Tree intersection 3-4 times per day...plus on and off the 10 freeway at the CA interchange multiple times per day. I thought I'd send a note about my concern about adding another warehouse at the old Splash Kingdom.

First of all, traffic will definitely be compromised at the intersection of Orange Tree Lane at California with North and Southbound trucks. Traffic will likely be backed up in all directions. But here's a few things that will directly affect us.

- California street is already pretty bad with lane narrowing on north and southbound. More specifically, northbound CA street at Lugonia will be a bigger mess unless the road is widened.
- We all know that large trucks increase pot hole damage to roads. Potholes not only cause a lot of vehicle damage, they also cause accidents. When a pothole is deep enough, the impact can be incredibly destructive. I'm not suggesting citizens suing the city for damage to their vehicle due to increase in potholes, but there must be some improvements funded by the builder of the new building.
- Narrowing of CA street is so poorly designed that drivers are currently delayed. Add big rigs to the mix and it's going to be an issue for people going to Kaiser. (especially senior citizens)
- An increase in large trucks will delay access on and off the freeway at the California off/on ramps. The Eastbound off ramp used to get backed up onto the 10 freeway before the off ramp was widened. But not sure it was widened to the extent that will be necessary moving forward. Furthermore, the Westbound onramp at California will definitely be back up into the intersection at Orange Tree Lane and CA street..

It's not my intent to stop progress as there is always a work around...but would hope our city leaders would ask the builder to make improvements to the California off ramp and California street to accommodate the increase of new trucks. Just sayin'. ;)

Have a great Tuesday!!

ROD LANDON
Senior Multi-Media Marketing Specialist

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Sullivan Media Solutions
Audio & Digital Marketing Solutions

p: (909) 793-3554 x242
m: (951) 538-0565
e: Rod@kcalfm.com
w: SullivanMediaSolutions.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 9:14 AM
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06/11/2024 - 9:13am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Alejandro Rodriguez

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
There are plenty of warehouses in the area, I don't see a need of having one more, specially one very close to schools and communities. Warehouses usually attract solitary and homeless people which are not desired, giving a sensation of insecurity.

Email to receive a copy of your submission:
rodriguezalex0586@gmail.com

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Linda McCasland

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To: Planning Commission
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06/11/2024 - 9:13am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Stephanie Mera

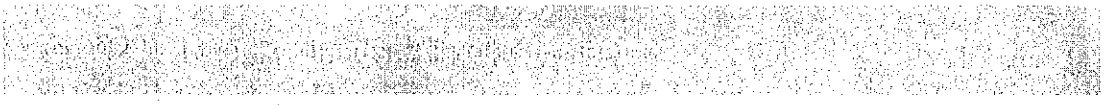
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I'd like to express my strong opposition to the warehouse proposal at the former Splash Kingdom location. Our community is already inundated with warehouses and traffic and another warehouse would only further add to the negative impacts on the health of our community members (asthma rates, cardiovascular disease, and cancer due to emissions exposure). I am encouraged by the Strategic Plan (2022-2028) for the City of Redlands as it emphasizes Priority A: Quality of Life and Priority D: Sustainability. I know that in order to uphold these values that you have set forth for our community, the committee would need to vote against this project. Thank you.

Email to receive a copy of your submission:
stephanielmera@gmail.com

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Linda McCasland

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To: Planning Commission
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06/11/2024 - 9:17am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jasmine Luu

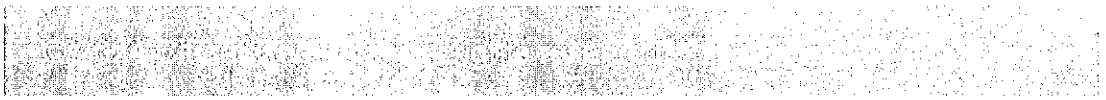
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
No more warehouses in Redlands! Inland Empire's air quality is progressively worsening, and the streets are degrading faster than ever due to all of the semi-trailer trucks. There are many other solutions and ideas we can use to help the community and improve local economies other than warehouses. The people of Redlands, and the Inland Empire, deserve better than this.

Email to receive a copy of your submission:
luu.jasmine123@gmail.com

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Linda McCasland

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To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:18am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Ian Y.

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands! We can do better for our families and children. Let's bring back parks and walkable spaces to make our city healthier and more people-friendly.

Email to receive a copy of your submission:
iyouth66@gmail.com

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PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Ian Y.

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands! We can do better for our families and children. Let's bring back parks and walkable spaces to make our city healthier and more people-friendly.

Email to receive a copy of your submission:
iyouth66@gmail.com

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Linda McCasland

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06/11/2024 - 9:22am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Shannon Shields

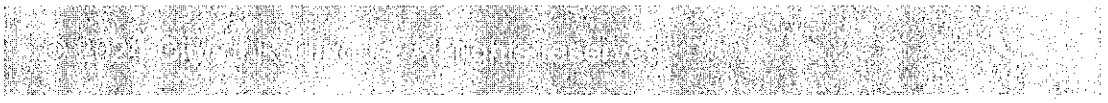
Address (Optional):
59 E Crescent Avenue

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Collectively warehouses in the Inland Empire cover more than a BILLION square feet. We do not need to add any more to this total. This property is too close to a health care facility, to offices, schools and housing. The last thing Redlands needs is more truck traffic and more concrete. This property has the potential to improve the lives of our residents (a park, a recreation center, more affordable housing etc). Another warehouse will not.

Email to receive a copy of your submission:
shields.shannon@gmail.com

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Linda McCasland

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Sent: Tuesday, June 11, 2024 9:28 AM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 9:28am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Violet

Address (Optional):
1400 Barton Rd

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands!

Email to receive a copy of your submission:
violetli147@gmail.com

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Linda McCasland

From: T.J. Stoneking <tjsneezer94@gmail.com>
Sent: Tuesday, June 11, 2024 10:16 AM
To: Planning Commission
Subject: NO WAREHOUSE

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Hello, I'm a concerned Redlands resident. I've become aware of the latest efforts to put a warehouse where Splash Kingdom used to be.

As if a giant, concrete slab full of graffiti, trash, and weeds for years wasn't bad enough, a warehouse is the absolute last thing we need as a city. The location of the warehouse would make the already miserable California intersection and off-ramps even more difficult and time consuming to navigate. The sheer volume of 53 foot trailers coming in and out that close to train tracks, a freeway overpass with on and off-ramps, and a busy shopping center would congest the surrounding streets even further.

In a time of insane housing prices and an extremely high cost of living, Redlands should use this space as an opportunity to create housing. Young families like mine are forced out of the communities they grew up in simply because they can't afford the price. It's insulting to the residents of our city that perfectly good space is good enough for a company's profit, but not to help the people who live here.

Throughout the Inland Empire, communities have seen an unbelievable amount of warehouses being built. These warehouses often provide employment opportunities that equate to backbreaking work in uncomfortable conditions, a lack of a real living wage, and a career path that is often nothing more than a dead end job. A warehouse is just another building, that takes from the community more than in gives.

The city of Redlands has a duty and responsibility to use this as an opportunity to address the public's concerns, not private concerns.

Thank you, I hope you'll consider this in the decision making process. It would be a shame to realize only after the warehouse is constructed how big of a waste it actually is.

TJ Stoneking

Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 10:22 AM
To: Planning Commission
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06/11/2024 - 10:22am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Mike Miranda

Address (Optional):
Redlands, CA

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I strongly oppose the development of the warehouse on California St.

In share many of other's concerns regarding pollution, traffic, and proximity to medical facilities and residents. Also as Redland's population grows, we have a need for amenities for residents. A warehouse will only benefit a few large corporations. This was once an entertainment district, I hope it could once again be used for similar purposes.

Outside of this specific project, I question the integrity of the cities review of projects. There has been a pattern across multiple projects of using categorization of warehousing or baseline numbers to lead to a conclusion of minimal impact. These baselines and categorizations do not reflect the reality of what is being proposed. It seems that the city has the interest of developers in mind over those of residents. It is

infuriating that our tax dollars are being used to pay for and promote blatantly misleading reports.

Email to receive a copy of your submission:
MichaelMiranda88@gmail.com

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06/11/2024 - 10:45am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Katie Smith

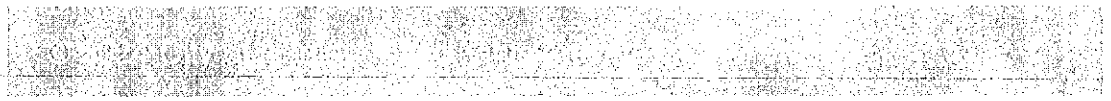
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
No more warehouses in Redlands! They are singlehandedly destroying and polluting our air. I want to be proud of the city I live in, yet I fear we are taking steps backwards rather than moving forward. This is a no-brainer to deny this project. Please listen to the concerned voices of the community.

Email to receive a copy of your submission:
k.smith@esri.com

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06/11/2024 - 11:01am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Ralf Gottschalk

Address (Optional):
522 Adams St.

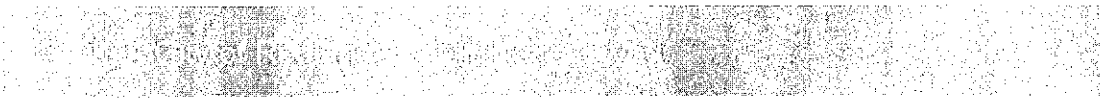
Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I don't know why we need more warehouses in this town when we already have so many empty ones polluting our landscape. If we need something to do with the land, it feels like there are many other things that we can do that would be more forward thinking and sustainable so that we can create an environment that our children can thrive in and be proud of this community. I find it hard to believe that a 357,610 square foot distribution warehouse with 47 truck doors has "no significant impact" on the environment and traffic. Maybe this is true. Maybe each individual warehouse treated in isolation doesn't have a significant impact. However, none of this is in isolation. The analysis of one without considering the other existing functioning ones plus all the new ones popping all over the place and then the eventual filling of the empty ones... there is no way that it has no significant impact. The City of Redlands should require EIRs for all developments and require mitigations that would benefit it's citizens like adding parks, planting

trees, creating more green infrastructure to replenish our groundwater and protect us from extreme weather phenomena that we will see more of. Until we have these rules, the city does a real assessment of what all these warehouses will do to us 20 years from now, can we just stop with the warehouses please?

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gotflar@yahoo.com

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Linda McCasland

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06/11/2024 - 11:03am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Elizabeth Mcdonald

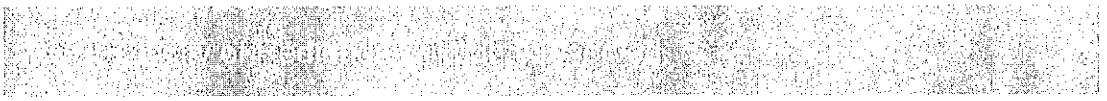
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The increased number of warehouses in the Inland Empire is now the cause of a public health crisis. The area around the proposed project is already overburdened by warehouses and the pollution and traffic they generate. Acute or prolonged exposure to pollution from diesel trucks has been linked to asthma, pulmonary and cardiovascular diseases, and cancer. Our area does not need more warehouses. This site was a recreational site before. We can be strategic and creative in the use of this space. I urge you to vote no to this project.

Email to receive a copy of your submission:
elizabeth.stela@gmail.com

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06/11/2024 - 11:05am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Doug Morgenthaler

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The air quality in Redlands continues to degrade. Adding more congestion and industry will continue to negatively impact our quality of life. The additional traffic congestion in Redlands is already suffering tremendously near the main areas to access the 10 freeway. We need less traffic (especially truck traffic which results in increased repairs), not more.

Email to receive a copy of your submission:
doug.morgenthaler@gmail.com

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To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

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06/11/2024 - 11:07am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Dawn Wright

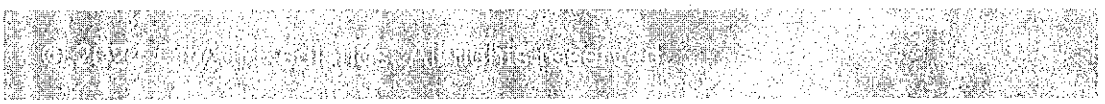
Address (Optional):
30870 Palo Alto Drive, Redlands, CA 92373

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Please, no more warehouses in Redlands!
Here are 3 critical realities that we residents are facing:
1. The logistics industry is now considered the worst environmental justice crisis in the history of the IE, and with the IE recently ranked in top 5 worst air quality in the nation.
2. In my opinion, after studies we have conducted at Esri, we don't need more warehouses. We can be more creative than this! It used to be a park, it could be a park again
3. Kaiser has a medical facility next door to this location. The last thing they need is more air pollution and traffic.
Thank you for your consideration

Email to receive a copy of your submission:
dwright@esri.com

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Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
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06/11/2024 - 11:11am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Sara Schoonmaker

Address (Optional):
426 Alvarado St. Redlands 92373

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
This project goes against the General Plan for 2035 that seeks to make Redlands a distinctive city with a liveable, healthy, sustainable community and a vital environment.
Warehouses damage community health. They make Redlands less liveable, bringing traffic, congestion and air pollution. We already have some of the worst air quality in the country, with an F rating. There is no lower official rating, but air pollution will worsen. Conduct a full Environmental Impact Report {EIR}. An LA Times report showed that about 1/3 of warehouses do not comply with rules to reduce air pollution; about ¼ of warehouses opt to pay fines instead of complying with these rules. 1/3 of warehouse owners do not release the data about their operations to the public, so we cannot keep track of whether they comply with the law.
Warehouse developers say that they will bring jobs. That is unsustainable. Those jobs are poorly paid, have bad working

conditions, and will eventually be automated.
To be distinctive, Redlands should diversify its economy, not depend on warehouses. We need businesses that offer jobs with better pay and working conditions, and that will not automate. We need more green space for recreation and to mitigate effects of climate change. Warehouses do not fit with the City's climate action plan. We need creative thinking about diverse, sustainable businesses such as solar recycling, a solar farm, or construction of modular homes to provide more affordable housing. A community pool with restaurant would complement the County Museum.

Email to receive a copy of your submission:
schoonmaker.saraj@gmail.com

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Linda McCasland

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06/11/2024 - 11:28am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Breck Polk

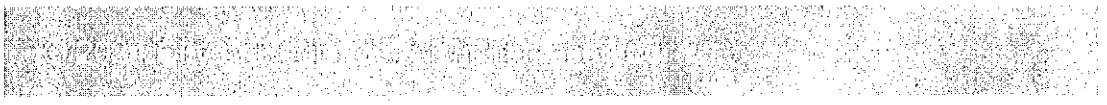
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Redlands does not need anymore warehouses. There is already a housing supply shortage that has made cost of living nearly unmanageable. Introducing warehouses will only cause an increase in people looking for housing, which will only increase the cost of housing further. We need more housing units. Not more warehouses.

Email to receive a copy of your submission:
polk.breck2010@gmail.com

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Linda McCasland

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06/11/2024 - 11:28am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Alvaro Lopez

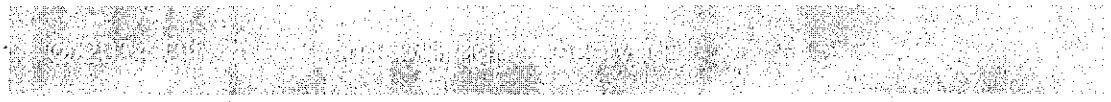
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
In Wang X, Song G, Zhai Z, Wu Y, Yin H, Yu L. Effects of Vehicle Load on Emissions of Heavy-Duty Diesel Trucks: A Study Based on Real-World Data. Int J Environ Res Public Health. 2021 Apr 7;18(8):3877. doi: 10.3390/ijerph18083877. PMID: 33917119; PMCID: PMC8067817, a study of the emissions for semi-trucks is revised and data about low speed and load incidences is detailed.
In general, it is concerning that a single truck emits 1.5 to 2.5 kilograms of CO2 between 0-30 km/h. Then, distribution centers that manage easily more than 100 trucks/day may be a source of harming levels of pollutants, not only for sensitive groups.
We have to stop warehouse building in the area.

Email to receive a copy of your submission:
alope083@ucr.edu

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06/11/2024 - 11:35am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5d

Speaker Name:
Keith Osajima

Address (Optional):
426 Alvarado St

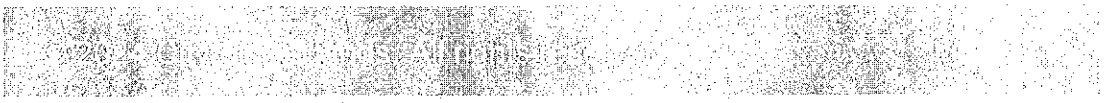
Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Thank you for this opportunity to comment on Agenda item 5d, the proposal to build a warehouse at the location of the former Splash Kingdom Water Park in Redlands. I attended the April meeting where you considered the Tennessee Street warehouse proposal and appreciated your careful and thoughtful consideration of the problems that facility presented.
Once again, I write to express my opposition to the warehouse approval. The increase of traffic in the area and the negative impact on air quality remain important concerns. But I recognize that the proposed location nearer the freeway and further from schools and homes, may make these impacts appear less severe, and thus make it more difficult to deny.
So let me offer another perspective. In this time, when the adverse impacts of rising temperatures threaten virtually every aspect of our lives, it is vital for cities, such as Redlands, with its rich history of being

a leader in the region, to take a strong moral stand against the expansion of warehouses. By denying the current proposal, the Commission can send a signal to the region that quality of life is more important than the distribution of goods. You would simultaneously create an opportunity to envision alternatives that are community-oriented, sustainable and empowering. Wouldn't that be a way to distinguish Redlands as a beacon of hope.

Email to receive a copy of your submission:
keithosajima@gmail.com

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06/11/2024 - 11:39am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jojo

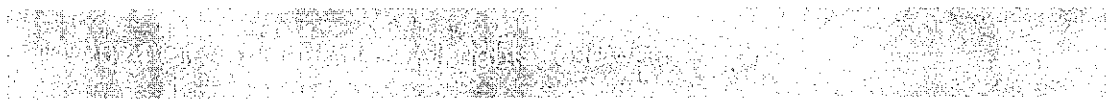
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
PLEASE DONT!

Email to receive a copy of your submission:
529270250@qq.com

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Linda McCasland

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06/11/2024 - 11:45am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jessica Mayuga-Allen

Address (Optional):
1553 E. Brockton

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I am writing to express my strong opposition to the proposed warehouse construction at 1101 California. Approving this project would be highly irresponsible and detrimental to the well-being of Redlands and its residents.

The environmental impact is a major concern. Increased traffic from large trucks will lead to higher emissions, contributing to air pollution and noise disturbances. Local business and area strongholds (such as the San Bernardino County Museum, Edwards Mansion, and Kaiser) would all be negatively affected. It would be hard to undo the damage a warehouse would cause.

Furthermore, warehouses typically offer low-wage, temporary jobs that do little to uplift our community or provide sustainable employment. This perpetuates economic instability and fails to foster long-term prosperity

for our residents. The strain on local infrastructure and services due to increased traffic and industrial activity will outweigh any short-term economic gains.

The influx of industrial activity will also reduce the overall quality of life. The Inland Empire was ranked in top 5 worst air quality in the nation. It is frankly embarrassing to live in a warehouse hub.

I urge decision-makers to prioritize the long-term well-being and identity of Redlands over short-term economic gains. This warehouse proposal poses significant risks to our environment, community character, and economic stability.

It is imperative that we explore alternative development options that align with our values and preserve the unique spirit of our city for future generations. Approving this warehouse would be a mistake, and I strongly urge you to vote against its approval.

Email to receive a copy of your submission:
jessmayuga@gmail.com

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06/11/2024 - 11:50am City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jake Mayuga-Allen

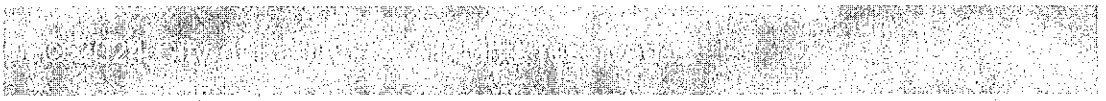
Address (Optional):
1553 E Brockton Ave

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The people of Redlands would be harmed by the construction of an additional warehouse. We already have too many as it is. These warehouses and the trucks that come with them destroy our roads and have contributed to this region's position as #1 worst air quality in the country. It would be better to leave the lot vacant. Best would be to build something that actually benefits the people who live here. There is hardly any green space in Northwest Redlands, wouldn't that be a better use of this lot?

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jakeallenarch@gmail.com

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06/11/2024 - 12:02pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Levi Remington

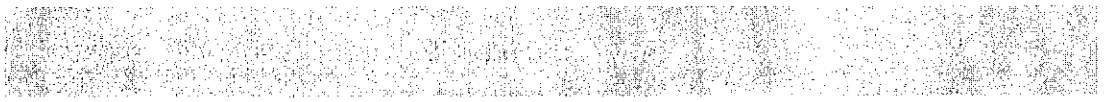
Address (Optional):
32 N Michigan St

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
I have major concerns over the introduction of another warehouse in Redlands, particularly around Tennessee street. Specifically: traffic + noise & air pollution near schools and residential areas. Please reconsider this decision.

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leviremi@gmail.com

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06/11/2024 - 12:03pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Jeanne Flores

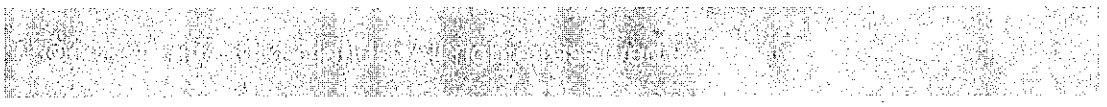
Address (Optional):
226 Bond Street, Redlands, CA 92373

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Another warehouse in the Redlands area will worsen the already-problematic traffic situation, as well as contribute to local pollution. The IE is ranked in the top 5 areas nationwide for worst air quality. This wonderfully-located land could be used for many more community-friendly projects, like stadiums, parks, or even another amusement park. Redlands residents don't want any more warehouses.

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superjeanneflores@gmail.com

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06/11/2024 - 12:15pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Lauren Tracy

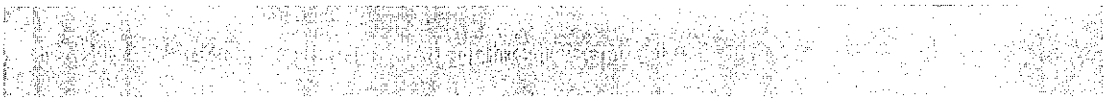
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
We do want more warehouses in Redlands. They are detrimental to the environment and they ruin a city's character.

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ltracy431@gmail.com

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06/11/2024 - 12:16pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Matt

Address (Optional):

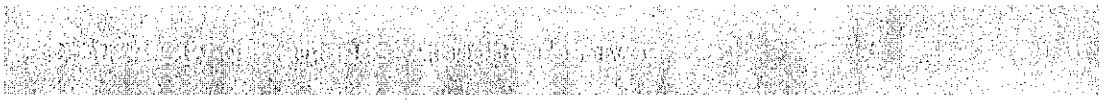
Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The IE already has some of the worst air in America. This is just as much Redlands problem as the rest of the area.
This will be next to a hospital. A warehouse will make it more difficult to access the facility and may cause additional difficulties for people who already have respiratory issues.

Please stop trying to trade our health for money.

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matthargrove73@gmail.com

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06/11/2024 - 12:22pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5d

Speaker Name:
Andrea Smith

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The pollution caused by the excessive warehouses in our area already is diminishing the livability of Redlands and the IE. When I'm driving around I can see the dirty air sitting in our area. There's no way it's good for the public health of this community and approving more warehouses is sentencing this community to the medical issues that ensue from polluted air.

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andreacsmith2@gmail.com

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Of Counsel
MARC D. JOSEPH
DANIEL L. CARDOZO

June 11, 2024

Via Email and Hand Delivery

Karah Shaw, Chair
Members of the Planning Commission
City of Redlands
City Council Chambers, Civic Center, 35 Cajon Street, Redlands, CA 92373
Email:
PlanningCommission@cityofredlands.org

Brian Desatnik, Director
Development Services Department
City of Redlands
35 Cajon Street, Suite 20
Redlands, CA 92373
Email:
bdesatnik@cityofredlands.org;
planning@cityofredlands.org

Kevin Beery, Senior Planner
City of Redlands
Planning Division
P.O. Box 3005
Redlands, CA 92373-1505
Email: kbeery@cityofredlands.org

Re: **Agenda Item No. 5.D. 1101 California Street Warehouse (Lot Merger No. 8; Planned Development No. 7) (SCH No. 2024031107)**

Dear Planning Commissioners, Mr. Beery, Mr. Desatnik:

On behalf of Californians Allied for a Responsible Economy ("CARE CA"), we submit these comments on the Staff Report[1] and Responses to Comments[2] (collectively "Staff Report" or "Responses") prepared by the City of Redlands ("City") for the June 11, 2024 Planning Commission hearing for the 1101 California Street Warehouse Project (SCH No. 2024031107) ("Project"), proposed by CRP/NPP Redlands Industrial Owner, LLC ("Applicant"). Staff recommends that the Planning Commission recommend approval to the City Council of the Initial Study / Mitigated Negative Declaration ("MND") prepared by the City pursuant to the

[1] City of Redlands, Planning Commission, Agenda Item No. 5.D. (June 11, 2024) (hereinafter "Staff Report").
[2] City of Redlands, Planning Commission, Agenda Item No. 5.D. Attachment F-3: MND Comments and Responses to Comments (hereinafter "Responses to Comments").

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California Environmental Quality Act ("CEQA") [3], the proposed Socio-Economic Cost/Benefit Study, and the proposed Planned Development No. 7 and Lot Merger No. 8.

The Project proposes the construction of a 357,610 square-foot ("SF") warehouse that will include 6,000 SF of Administration/Office Space.[4] The Project Site is proposed to be located at 1101 California St, Redlands, California 92374 on the southwest corner of Lugonia Avenue and California Street and includes two Assessor's Parcel Numbers: 0292-033-11 and 0292-033-13, in the County of San Bernardino.[5] The Project site is located in an area designated by the Redlands General Plan as Commercial/Industrial and within the Special Development district of the East Valley Corridor Specific Plan.[6] The Project site was previously developed with the Splash Kingdom recreational water park.[7]

CARE CA appreciates Staff's consideration of public comments. In response to CARE CA's comments on the MND, the Staff Report clarified that the City will add a permit condition prohibiting cold storage in accordance with RMC § 18.156.950.E.[8] But, the Staff Report and the Mitigation Monitoring and Reporting Program do not contain a condition to prohibit the use of cold storage onsite in accordance with RMC § 18.156.950.E. Further, the Staff Report fails to resolve all of the issues raised in CARE CA's comments, and the MND still does not comply with CEQA. The City must comply with CEQA and protect public health and safety in reviewing warehouse projects of this type.

The Planning Commission cannot make a recommendation to the City Council to adopt the MND and Mitigation Monitoring and Reporting Program ("MMRP") or issue the Project's other approvals at this time because the MND fails to comply with the requirements of CEQA. Instead, the Commission should direct Staff to prepare an Environmental Impact Report ("EIR") that discloses, analyzes and mitigates the Project's potentially significant impacts before the Project can be approved.

CARE CA reviewed the Staff Report and prepared these comments with the assistance of air quality and GHG expert James Clark, whose comments ("Clark Comments, June 11, 2024") are attached hereto as **Attachment A.** CARE CA's

[3] Pub. Res. Code §§ 21000 *et seq*.
[4] City of Redlands, Initial Study for 1101 California Street Warehouse (March 26, 2024), p. 1. (hereinafter "MND").
[5] MND, p. 1.
[6] City of Redlands, East Valley Corridor Specific Plan (September 5, 2017).
[7] MND, p. 2.
[8] Staff Report, p. 1.

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comments on noise and vibration were prepared with the assistance of acoustics, noise, and vibration expert Jack Meighan of Wilson Ihrig. Mr. Meighan's Comments ("Meighan Comments, June 11, 2024") are attached hereto as **Attachment B.**

The Staff Report fails to remedy the inadequacies of the MND. The MND still fails to accurately describe the Project, fails to accurately characterize the environmental setting, and fails to analyze all required air quality, health risk, GHG, land use, and noise issues. There is also substantial evidence supporting a fair argument that the Project may have significant environmental and public health impacts that the MND fails to adequately mitigate, incorrectly concluding that impacts will be mitigated to less than significant levels. The City may not approve the Project until it prepares an EIR that adequately analyzes the Project's potentially significant environmental and public health impacts and incorporates all feasible mitigation measures to avoid or lessen these impacts.

CARE CA provided the City with substantial evidence in our April 29, 2024 comments on the MND with the assistance of our expert consultants. CARE CA's air quality, public health, and GHG emissions expert James Clark, Ph.D. provided substantial evidence supporting a fair argument that the Project will result in potentially significant health risk impacts associated with diesel exhaust and toxic air contaminants. These impacts are not reduced to levels of insignificance with the mitigation proposed in the MND and MMRP.

CARE CA's noise and acoustical expert, Jack Meighan of Wilson Ihrig, provided substantial evidence supporting a fair argument that the Project's noise and vibration impacts are significant and unmitigated, and are more severe than analyzed in the MND. The MND relies on an inaccurate environmental setting with respect to noise. Further, Mr. Meighan calculated that the construction vibration impacts and operational noise impacts may result in a significant impact to nearby sensitive receptors.

The Project's proposed land use approvals are also incomplete.The Staff Report provides that "the City will adopt appropriate conditions of approval on the project post-entitlement as part of the detailed site plan review."[9] If the City intends to adopt additional mitigation measures to reduce significant impacts to nearby hospital users, these measures must be analyzed in an EIR which is

[9] Responses to Comments, p. 236 of 261.

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recirculated for public review and scrutiny before the Project is approved.[10] The Municipal Code grants the Planning Commission authority to "affix to a Development Plan such conditions as it deems necessary and reasonable to protect the best interests of the surrounding property and neighborhood, the East Valley Corridor Specific Plan, the General Plan and the intent thereof."[11] Such conditions of approval must be attached to the Development Plan at the time of the approval of the Development Plan to allow for sufficient public review. Since the revised Development Plan's conditions of approval have not yet been prepared, they have not been provided to the public or the Commission for consideration and should be circulated with an EIR. Without reviewing the Project's proposed conditions of approval, the Planning Commission is unable to exercise its independent judgment to consider the adequacy of the conditions, and lacks substantial evidence to support a recommendation to the City Council for their approval.

CARE CA urges the Commission to remand the Project to Staff to prepare a legally adequate EIR which adequately analyzes and mitigates Project impacts. The Planning Commission has a duty to consider the Project's CEQA document before recommending project approval,[12] and any approval recommendations must be supported by substantial evidence.[13] The record before the Commission lacks the requisite substantial evidence to support approval. The Project should not be rescheduled for a further public hearing until all of the issues raised in CARE CA's comments, and in the comments of other members of the public, have been fully addressed. We reserve the right to supplement these comments at a later date, and at any later proceedings related to this Project.[14]

I. STATEMENT OF INTEREST

CARE CA is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential public and worker health and safety hazards, and the environmental impacts of the Project. The coalition includes Redlands residents Michael Lopez, Scott Ortiz, Kevin Miller, Kevin Salas, the District Council of Ironworkers, Southern California Pipe Trades

[10] Staff Report, p. 5 ["A Planned Development, when submitted in a single stage as a comprehensive site plan serves as both an approved site plan and a development permit, upon which conditions of approval (including expiration dates) may be imposed."
[11] City of Redlands, Resolution No. 5116, (1994), p. 3.
[12] 14 Cal. Code Regs. § 15074(a).
[13] *Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 515; *Laurel Heights Improvement Assn. v. Regents of University f California* (1988) 47 Cal.3d at 376, 392, 407.
[14] Gov. Code § 65009(b); PRC § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield* ("*Bakersfield*") (2004) 124 Cal. App. 4th 1184, 1199-1203; see *Galante Vineyards v. Monterey Water Dist*. (1997) 60 Cal. App. 4th 1109, 1121.

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DC 16, along with their members, their families, and other individuals who live and work in the City of Redlands and San Bernardino County.

CARE CA advocates for protecting the environment and the health of their communities' workforces. CARE CA seeks to ensure a sustainable construction industry over the long-term by supporting projects that offer genuine economic and employment benefits, and which minimize adverse environmental and other impacts on local communities. CARE CA members live, work, recreate, and raise their families in the City of Redlands and San Bernardino County and the surrounding communities. Accordingly, they would be directly affected by the Project's environmental and health and safety impacts. Individual members may also work on the Project itself. They will be first in line to be exposed to any health and safety hazards that exist onsite.

In addition, CARE CA has an interest in enforcing environmental laws that encourage sustainable development and ensure a safe working environment for its members. Environmentally detrimental projects can jeopardize future jobs by making it more difficult and more expensive for business and industry to expand in the region, and by making the area less desirable for new businesses and new residents. Indeed, continued environmental degradation can, and has, caused construction moratoriums and other restrictions on growth that, in turn, reduce future employment opportunities.

II. THE STAFF REPORT FAILS TO REMEDY THE MND'S INADEQUATE PROJECT DESCRIPTION

As detailed in CARE CA's prior comments[15], the MND fails to include an accurate and complete project description because it lacks any description of the emergency backup generator that will be required for the Project site. The April 17, 2024 comments of the South Coast Air Quality Management District ("SCAQMD") included in the Staff Report also explain that the Project's use of new stationary and portable sources, including but not limited to emergency generators and fire water pumps require consultation and air permits from SCAQMD.[16] SCAQMD also explained that the Project's CEQA document must include "calculations and analyses for construction and operation emissions for the new stationary and portable sources" as this information will also be relied upon as the basis for the

[15] **Attachment C:** Letter from Adams Broadwell Joseph & Cardozo to the City of Redlands, Kevin Beery, Senior Planner, Comments on Mitigated Negative Declaration for 1101 California Street Warehouse (April 29, 2024).
[16] Staff Report, pdf pp. 12-13.

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permit conditions and emission limits for the Project's air permits.[17] The City failed to disclose this information in the MND, and the Staff Report does not resolve the omission.

As CARE CA's expert Dr. Clark documented in his comments on the MND, a backup generator would operate during unscheduled events like Public Safety Power Shutoff ("PSPS") events and extreme heat events ("EHEs"). Although such events are unscheduled, they occur frequently enough in California that they are reasonably foreseeable. For example, the total duration of PSPS events in California lasted between 141 hours to 154 hours in 2019. In 2021, two EHEs were declared which lasted 120 hours combined. These conditions are expected to increase in severity over time.[18] The widespread use of back-up generators to adapt to PSPS and EHE events suggests that back-up generators are a reasonably foreseeable consequence of the Project.

Generators can emit criteria air pollutants, greenhouse gases, and toxic air contaminants ("TACs"). Backup generators commonly rely on fuels such as natural gas or diesel,[19] and thus can significantly impact public health through DPM emissions.[20] Diesel back-up generators emit significant amounts of Nitrogen Oxides ("NOx"), sulfur dioxides ("SO2"), particulate matter ("PM10"), carbon dioxide ("CO2"), carbon monoxide ("CO"), and volatile organic compounds ("VOC").[21] Omission of a generator system results in an underestimation of the Project's air quality, greenhouse gas, and health risk impacts.

In sum, omission of the Project's generator results in an underestimation of the Project's reasonably foreseeable air quality, greenhouse gas, energy, and health risk impacts. The Staff Report disregards this analysis without providing any substantial evidence to the contrary. The MND must be withdrawn and an EIR prepared to resolve this project description inconsistency and correct the affected impacts analyses to accurately disclose the Project's potentially significant impacts.

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[17] Staff Report, pdf pp. 12-13.
[18] See Attachment C.
[19] SCAQMD, Fact Sheet on Emergency Backup Generators, http://www.aqmd.gov/home/permits/emergency-generators ("Most of the existing emergency backup generators use diesel as fuel").
[20] See Attachment C.
[21] *Id.*

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III. THE STAFF REPORT FAILS TO REMEDY THE MND'S INADEQUATE AIR QUALITY ANALYSIS

The Responses to Comments in the Staff Report fails to rebut the substantial evidence presented in CARE CA's comments which support a fair argument that the Project may result in significant air quality impacts. Namely, the Staff Report fails to remedy the Project's significant impacts from building downwash effects on human health risk, fails to adequately address the significant diesel exhaust emissions from the Project's backup generators, and fails to adequately analyze the Project's cumulative impacts.

A. Building Downwash Impacts Are Significant and Must be Analyzed in an EIR

The Staff Report provides that the modeling of operational emissions, specifically idling trucks, was appropriately done with no building downwash analysis.[22] But, absent an adequate downwash analysis in calculating operational emissions, the Project's air quality and health risk impacts are significantly underestimated.

Dr. James Clark confirmed that, in order for the operational air quality and health risk analysis to be adequate, truck idling emissions would need to be estimated separately and included in the dispersion modeling analysis and HRA as point sources.[23] However, the operational HRA modeling file indicates those emissions as line volume source types.[24] Specifically, the Staff Report provides "idling emissions are effectively line volume sources and have been modeled as such consistent with applicable AERMOD protocols."[25] This is not consistent with SCAQMD Modeling Guidance for AERMOD which requires that "Building downwash effects must be included and should be modeled using BPIP-PRIME (BPIPPRM)."[26] The MND's failure to model the building downwash violates SCAQMD requirements to include building downwash in the AERMOD modeling.

When a standard, accepted methodology is available to assess a significant impact, an EIR must evaluate the impact unless a reasoned basis for not doing so is

[22] Responses to Comments, p. 258 of 261.
[23] Clark Comments, June 11, 2024, p. 3.
[24] Responses to Comments, p. 257 of 261.
[25] *Id.*
[26] South Coast Air Quality Management District, South Coast AQMD Modeling Guidance for AERMOD (December 9, 2006) https://www.aqmd.gov/home/air-quality/meteorological-data/modeling-guidance#Building.

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provided.[27] In *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs*, a court reviewed a DEIR's failure to analyze health risk from TAC exposure. The DEIR claimed that no methodology or standards of significance existed for assessing the health risk from TAC exposure.[28] The court determined that the lead agency abused its discretion, reasoning that the lead agency failed to consider, in good faith, comments from the public showing that it was feasible to analyze health risk from TAC exposure:[29]

> The Port has not cited us to any reasonably conscientious effort it took either to collect additional data or to make further inquiries of environmental or regulatory agencies having expertise in the matter.…At the very least, the documents submitted by the public raised substantial questions about the project's effects on the environment and the unknown health risks to the area's residents...the Port has not offered any justification why more definitive information could not have been provided.

Here, the City failed to analyze a critical dispersion factor– building downwash – which exacerbates the rate and severity of exposure to TACs and would occur at the Project site, without any justification to support the omission. The Staff Report fails to explain why the City failed to include this analysis, and instead obfuscates by incorrectly saying "idling emissions are effectively line volume sources and have been modeled as such consistent with applicable AERMOD protocols…. [T]he building downwash algorithms do not apply to volume or area sources. The MND air quality experts have therefore concluded that truck idling emissions sources resulting from the Project would not be materially affected by downwash from the Project warehouse buildings."[30] This statement is not supported by substantial evidence. In fact, Dr. Clark's comments show that an AERMOD model can feasibly be run to account for building downwash for area sources.[31]

The City's failure to include downwash as an emission factor in its health risk analysis represents a failure to accurately to analyze and disclose the ground level concentration of DPM emissions generated by the Project. The MND must be withdrawn and EIR circulated to adequately analyze and mitigate Project health risk impacts.

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[27] *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs* (2001) 91 CA4th 1344, 1370
[28] *Id.* at 1369.
[29] *Id.* at 1370.
[30] Responses to Comments, p. 257 of 261.
[31] Clark Comments, June 11, 2024, p. 3.

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B. Backup Generators May Result in Significant Impacts and Must be Analyzed in an EIR

The Staff Report provides that "in other than emergency conditions, emergency generators or emergency fire water pumps operate only for short-term periodic testing, and emissions from such short-term operations would not contribute substantively to air pollutant emissions."[32] This analysis does not meet CEQA's requirement that a lead agency must provide analysis that connects the air quality effects of the Project to human health consequences.[33] "CEQA requires that an EIR make a reasonable effort to discuss relevant specifics regarding the connection between two segments of information already contained in the EIR, the general health effects associated with a particular pollutant and the estimated amount of that pollutant the project will likely produce." [34] Further, "[t]his discussion will allow the public to make an informed decision, as CEQA requires."[35]

Dr. Clark's comments provide substantial evidence that absent analysis of the generators' emissions, the MND's air quality analysis is unsupported by substantial evidence.[36] Dr. Clark provides that, diesel exhaust, in particular diesel particulate matter ("DPM"), is classified by the State of California as a TAC.[37] TACs, including DPM, contribute to a host of respiratory impacts and may lead to the development of various cancers.[38] Failing to quantify the carcinogenic and other health risk impacts places the community at risk for unwanted adverse health impacts.[39] *Even brief exposures to the TACs could lead to the development of adverse health impacts over the life of an individual.*

Diesel exhaust has been linked to a range of serious health problems including an increase in respiratory disease, lung damage, cancer, and premature death.[40] Fine DPM is deposited deep in the lungs in the smallest airways and can result in increased respiratory symptoms and disease; decreased lung function, particularly in children and individuals with asthma; alterations in lung tissue and

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[32] *Id.* at 240 of 261.
[33] *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 519; *Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 134 Cal.App.4th 1184, *1220 (*"After reading the EIRs, the public would have no idea of the health consequences that result when more pollutants are added to a nonattainment basin. On remand, the health impacts resulting from the adverse air quality impacts must be identified and analyzed in the new EIRs.").
[34] *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, 521.
[35] *Id.*
[36] Clark Comments, June 11, 2024, p. 5.
[37] *Id.*
[38] *Id.*
[39] *Id.*
[40] *Id.*

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respiratory tract defense mechanisms; and premature death.[41] Exposure to DPM increases the risk of lung cancer. It also causes non-cancer effects including chronic bronchitis, inflammation of lung tissue, thickening of the alveolar walls, immunological allergic reactions, and airway constriction.[42]

Dr. Clark concludes that, due to the inherent toxicity of TACs, the City must first quantify the concentration released into the environment at each of the sensitive receptor locations through air dispersion modeling, calculate the dose of each TAC at that location, and quantify the cancer risk and hazard index for each of the chemicals of concern.[43] This analysis must be included in a legally adequate EIR to fully analyze the Project's air quality impacts before the Project can be approved.

IV. THE STAFF REPORT FAILS TO REMEDY THE MND'S INADEQUATE NOISE ANALYSIS

The Responses to Comments in the Staff Report fail to rebut the substantial evidence presented in CARE CA's comments which support a fair argument that the Project may result in significant vibration and noise impacts.

A. Vibration Impacts Are Significant and Unmitigated

Mr. Meighan's comments provide substantial evidence that vibration impacts from Project construction are significant, requiring preparation of an EIR.[44] But, the Staff Report's Responses to Comments provides that "In the first instance the threshold cited by the commenter is not applicable to construction activities. Per Municipal Code Section 8.06,120, G. 'Construction Activity: This chapter shall not apply to noise sources associated with new construction . . .'"[45] Redlands Municipal Code Section 8.06 provides that noise sources from new construction are exempt, but this does not apply to vibration.[46] The Municipal Code does not exempt vibration sources. The Staff Report's assertion that the City was only required to analyze excessive vibration is not supported. The Municipal Code defines Vibration as "Operating or permitting the operation of any device that creates a vibration which is above the vibration perception threshold of an individual at or beyond the

[41] Clark Comments, June 11, 2024, p. 5.
[42] *Id.*
[43] *Id.*
[44] Meighan Comments June 11, 2024, p. 1.
[45] Municipal Code § 8.06.120(G).
[46] Meighan Comments June 11, 2024, p. 1.

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property boundary of the source if on private property or at one hundred fifty feet (150') from the source if on a public space or public right of way."[47]

Mr. Meighan modeled construction vibration and found that 0.016 in/sec PPV will exceed the threshold of 0.01 in/sec limit.[48] Vibration impacts from construction of the Project are therefore significant due to its exceedance of the Vibration Perception Threshold as laid out in the Municipal Code.[49] Substantial evidence supports a fair argument that vibration impacts remain significant, therefore, the City must circulate a legally adequate EIR for Project approval.

B. Operational Noise Impacts Are Significant and Unmitigated

The Staff Report's Response to Comments provides that "Any noise generated by the Project would be imperceptible against the background freeway noise."[50] This statement is misleading and disregards the requirement of CEQA to fully analyze and mitigate Project's environmental impacts. The Staff Report and the MND fail to quantify the Project's potentially significant operational noise impacts. Without adequate modeling, the City cannot conclude that the noise generated by the Project would be imperceptible against the background freeway noise.[51]

The Staff Report and the MND fail to adequately quantify the Project's noise impacts, resulting in an unsupported analysis of noise impacts in the MND. Substantial evidence in CARE CA's Comments and expert consultant reports demonstrated potentially significant noise impacts requiring preparation of an EIR before the Project can be approved.

V. THE STAFF REPORT FAILS TO REMEDY THE MND'S INADEQUATE CUMULATIVE IMPACT ANALYSIS

The Responses to Comments in the Staff Report fails to rebut the substantial evidence presented in CARE CA's comments which support a fair argument that the Project may result in significant cumulative air quality and greenhouse gas emissions impacts. The Staff Report concludes, absent substantial evidence that

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[47] Municipal Code § 8.06.090(G).
[48] *Id.* at 8.06.020 [VIBRATION PERCEPTION THRESHOLD: The minimum ground or structure borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. The perception threshold shall be presumed to be a motion velocity of 0.01 inches per second over the range of one to one hundred (100) Hz.]
[49] *Id.*; Meighan Comments, June 10, 2024, p. 1.
[50] Responses to Comments, p. 258 of 261.
[51] *Id.*

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"the Project would not result in cumulatively significant air quality, health risk, or greenhouse gas emissions impacts."[52] The Staff Report concludes that the Project will not lead to substantial cumulative impacts, but fails to perform any quantitative analysis of the current and future planned projects, as required by CEQA.[53]

As demonstrated in CARE CA's MND comments and in James Clark's expert consultant report, there are 81 existing warehouse projects with another 3 projects approved within 2 miles of the Project Sites.[54] The 81 existing projects represent 27,000,0000 square feet of floor space and account for 18,000 daily truck trips.[55] They release 24.9 pounds of diesel particulate matter[56] and 2,804 pounds of oxides of nitrogen (NOx – a precursor to smog formation) daily. The three additional projects will add another 600,000 square feet of warehouse space to the area. The proposed Project will contribute additional air pollutants during construction and operation.[57] The cumulative impact of the Project is therefore significant and requires analysis and mitigation in a legally adequate EIR before the Project can lawfully be approved.

VI. THE CITY LACKS SUBSTANTIAL EVIDENCE TO APPROVE THE PROJECT'S LAND USE PERMITS

The Staff Report disregards CARE CA's substantial evidence that the Project results in significant environmental impacts requiring preparation of an EIR, without providing substantial evidence to the contrary. As detailed in CARE CA's prior comments, the Project requires a number of discretionary entitlements and related approvals under local City plans and codes, including a Planned Development Permit and a Lot Line Adjustment.

Planned Development permit applications are processed in accordance with Chapter 4 of the East Valley Corridor Specific Plan.[58] An application for a Planned Development, when submitted in a single stage as a comprehensive, detailed site plan, shall be" quasi- legislative" in nature and subject to review and

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[52] Responses to Comments, p. 261 of 261.
[53] *Id.* at 260.
[54] See Attachment C.
[55] Clark Comments, June 11, 2024, p. 3.
[56] Warehouse Cumulative Impact Tool for Community (CITY). 2024. https://radicalresearch.shinyapps.io/WarehouseCITY/ accessed 4/25/2024.
[57] Clark Comments, June 11, 2024, p. 3.
[58] Resolution No. 5116 A Resolution of the City Council of the City of Redlands Establishing Regulations for the Processing of Planned Development Applications Pursuant to the City's East Valley Corridor Specific Plan.

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recommendation by the City' s Planning Commission with final review and approval by the City Council.[59] An application for a Planned Development shall be considered by the Planning Commission at a noticed, public hearing.[60] In considering a request for a Planned Development, the Planning Commission shall satisfy itself that the following conditions prevail before recommending to the City Council that the Planned Development application be approved:

A. That the proposed Planned Development is in conformity with General Plan of the City;
B. That the proposed Planned Development would not adversely affect the surrounding area or the Redlands community in general.[61]

As demonstrated in CARE CA's comments and expert consultant reports, the Project results in significant air quality, public health, greenhouse gas, and noise impacts which "would adversely affect the surrounding area [and] the Redlands community in general."[62]

Moreover, the Project fails to conform with the General Plan for the following reasons:

1. The Project's unmitigated significant air quality and health risk impacts violate the General Plan's Air Quality Principles and Actions 7-P.44: Protect air quality within the city and support efforts for enhanced regional air quality.
2. The Project would increase the community's GHG emissions in violation of Green Building and Landscape Principles and Actions 8-P.8: Promote sustainability by reducing the community's greenhouse gas (GHG) emissions and fostering green development patterns–including buildings, sites, and landscapes.
3. The Project fails to conform with Public Health Action 7-A.44: Support the use of clean fuel and "climate friendly" vehicles in order to reduce energy use, energy costs, and greenhouse gas emissions by residents, businesses, and City government activities.

Substantial evidence in CARE CA's comments presented a fair argument that the Project results in significant air quality, health risk, greenhouse gas, and noise impacts which would adversely affect the surrounding area [and] the

[59] Resolution No. 5116.
[60] *Id.*
[61] *Id.*
[62] *Id.*

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Redlands community in general and violate the General Plan. The Planning Commission therefore cannot make the necessary findings to support a recommendation to the City Council to approve the Project. The City must prepare an EIR to analyze the Project's inconsistencies with the General Plan and analyze and mitigate the Project's adverse environmental impacts before the Planning Commission can recommend approval by the City Council.

VII. CONCLUSION

The Planning Commission lacks substantial evidence to support a recommendation to the City Council to approve the Project because the City has not complied with CEQA and the Project has significant, unmitigated impacts which prevent the Commission from making the necessary findings to issue the proposed land use entitlements. As described in detail above, in CARE CA's prior comments and in expert consultant reports, substantial evidence supports of a fair argument that the Project poses a significant and unmitigated risk to the public due to unmitigated construction and operational air quality, health risk, greenhouse gas emissions, noise, land use and cumulative impacts such that an EIR must be prepared before the Project can be approved.

The Commission should withdraw the MND and direct staff to prepare an EIR before rescheduling the Project for a further hearing.

Sincerely,

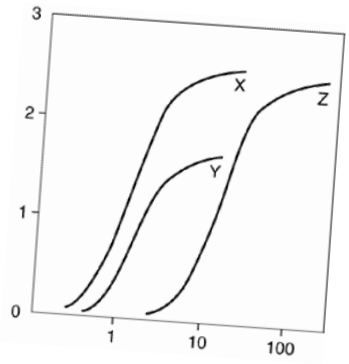


Kelilah D. Federman

Attachments
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ATTACHMENT A



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June 9, 2024

Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080

Attn: Ms. Kelilah D. Federman

Subject: Response To City Staff Report And Urban Crossroads Response To ABJ&C Comments Dated June 4, 2024, Lilburn Corporation Responses To Letters Received During Public Review Period For 1101 California Street Warehouse Dated June 4, 2024

Dear Ms. Federman:

At the request of Adams Broadwell Joseph & Cardozo (ABJC), Clark and Associates (Clark) has reviewed materials related to the above referenced project.

Clark's review of the materials in no way constitutes a validation of the conclusions or materials contained within the IS/MND. If we do not comment on a specific item, this does not constitute acceptance of the item.

Master Response:

The responses from the Proponent's experts seek to minimize the discussion of serious potential health impacts from the Project without a consideration of alternative points of view. Far from being a "difference of opinion" among experts regarding the how to undertake the analyses, the comments from and authoritative agency (the SCAQMD) and multiple experts identified significant issues in the completeness of the analysis of the Proposed Project's emissions and health outcomes. Without further analysis in the form of an Environmental Impact Report (EIR) for the Project it is evident that

impacts from the Project will extend well into the community, creating an additional health burden that is not mitigated. Since the Project does not explicitly prohibit the use of the facility for cold storage or the storage of hazardous materials, does not incorporate a full analysis of the stationary sources of emissions, and fails to completely evaluate the health risks from the exposure to toxic air contaminants released from the Project it is clear the IS/MND does not fully address all of the foreseeable areas of concern with the Project

Specific Comments:

1. Response To Comment 11-21 (Lilburn/Urban Crossroad) The Staff Report Incorrectly Concludes that the AERMOD Analysis Does Not Need To Include A Downwash Analysis Since The Idling Vehicles Were Modeled As A Line Of Volume Sources.

Lilburn and Crossroads claim that the modeling of operational emissions, specifically idling trucks, was appropriately done with no building downwash based on the type of source evaluated and that the modeling experts had determined that the emissions would not have been materially affected by downwash. This analysis is performed without any quantitative analysis and does not comport with requirements from the SCAQMD. In a recent review of Draft Environmental Impact Report (Draft EIR) for the Proposed West Campus Upper Plateau Project (Proposed Project) (SCH Number: 2021110304), SCAQMD[1] specifically calls out the need for inclusion of downwash analysis for this Project which included a business park, industrial, mixed-use, public facility, parks, recreation and open space, and infrastructure improvements, totaling 369.60 acres. Of the warehouse components, the Project included:

- 1,250,000 square feet of high-cube fulfillment center warehouse use in Building B
- 587,000 square feet of high-cube fulfillment center warehouse use in Building C
- 725,561 square feet of high-cube fulfillment center warehouse use in the Industrial Area; and
- 500,000 square feet of high-cube cold storage warehouse use in the Industrial Area

[1] SCAQMD. 2023. Draft Environmental Impact Report (Draft EIR) for the Proposed West Campus Upper Plateau Project (Proposed Project) (SCH Number: 2021110304) Dated March 9, 2023, p. 2.

SCAQMD staff reviewing the project outlined that building downwash should be considered for the Proposed Project operation in order to predict more accurate ground-level concentrations. In addition, the truck idling emissions would need to be estimated separately and included in the dispersion modeling analysis and HRA as point sources. However, the operational HRA modeling file indicates those emissions as line volume source types. It is evident from the analysis performed by SCAQMD in similar projects that the omission of the building downwash effect underestimates the exposure point concentrations for receptors near the building(s). This error should be addressed in an EIR for the Project.

2. Response To Comment 11-26: The Staff Report Incorrectly Concludes that the Project Will Not Lead To Substantial Cumulative Impacts.

The City concludes that the Project will not lead to substantial cumulative impacts without performing any quantitative analysis of the current and future planned projects. As was noted in my comment letter there are 81 existing warehouse projects with another 3 projects approved within 3 kilometers of the Project Sites. The 81 existing projects represent 27,000,0000 square feet of floor space and account for 18,000 daily truck trips. They release 24.9 pounds of diesel particulate matter[2] and 2,804 pounds of oxides of nitrogen (NOx – a precursor to smog formation) daily. The three additional projects will add another 600,000 square feet of warehouse space to the area. The proposed Project will contribute additional air pollutants during construction and operation.

[2] Warehouse Cumulative Impact Tool for Community (CITY). 2024. https://radicalresearch.shinyapps.io/WarehouseCITY/ accessed 4/25/2024.

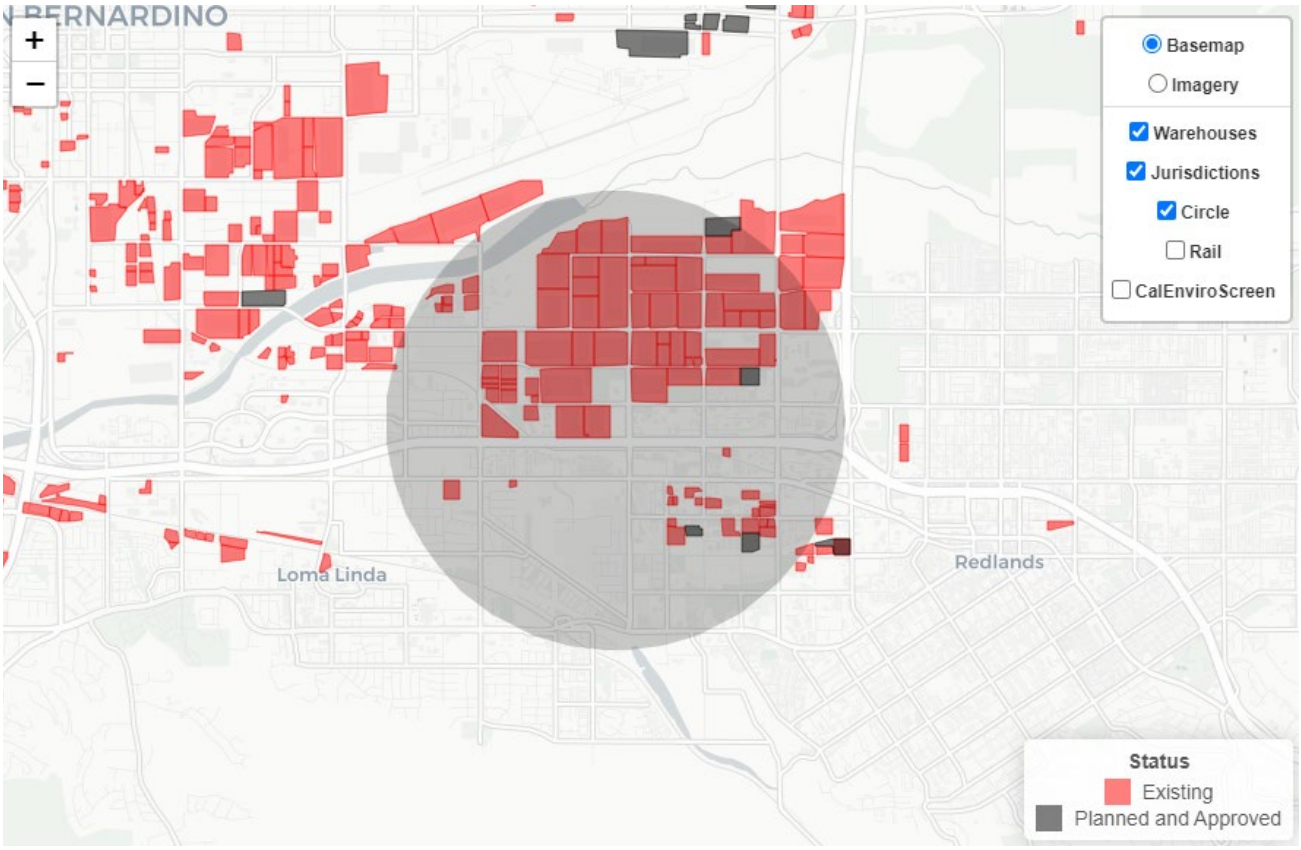


Figure 1: Existing And Planned Warehouse Projects Within 3 km Of Project Site

It is clear from the analysis above that the Project will add to the already heavily impacted regional problem of NOx and toxic air contaminants (TACs). The Project should be evaluated in an EIR to assure the public that the cumulative air quality and health impacts from the Project have been fully evaluated and mitigated.

3. Response To Comment 11-12: The Staff Report Incorrectly Concludes that the Backup Generators Will Not Emit Significant Concentrations Of DPM.

According to the analysis from Urban Crossroads for the City, "in other than emergency conditions, backup generators typically operate only for short-term periodic testing. Emissions from such short-term operations would not contribute substantively to air pollutant emissions." This approach is clearly qualitative and does not meet the requirements under CEQA to analysis the health risk from all foreseeable stationary sources. Diesel exhaust, in particular DPM, is classified by the

State of California as a TAC. TACs, including DPM[3], contribute to a host of respiratory impacts and may lead to the development of various cancers. Failing to quantify the carcinogenic and other health risk impacts places the community at risk for unwanted adverse health impacts. *Even brief exposures to the TACs could lead to the development of adverse health impacts over the life of an individual*.

Diesel exhaust has been linked to a range of serious health problems including an increase in respiratory disease, lung damage, cancer, and premature death.[4,5,6] Fine DPM is deposited deep in the lungs in the smallest airways and can result in increased respiratory symptoms and disease; decreased lung function, particularly in children and individuals with asthma; alterations in lung tissue and respiratory tract defense mechanisms; and premature death.[7] Exposure to DPM increases the risk of lung cancer. It also causes non-cancer effects including chronic bronchitis, inflammation of lung tissue, thickening of the alveolar walls, immunological allergic reactions, and airway constriction.[8] DPM is a TAC that is recognized by state and federal agencies as causing severe health risk because it contains toxic materials, unlike $PM_{2.5}$ and PM_{10}.[9]

The inherent toxicity of TACs requires the City to first quantify the concentration released into the environment at each of the sensitive receptor locations through air dispersion modeling, calculate the dose of each TAC at that location, and quantify the cancer risk and hazard index for each of the chemicals of concern. Following that analysis, then the City can make a determination of the relative

[3] Because DPM is a TAC, it is a different air pollutant than criteria particulate matter (PM) emissions such as PM10, PM2.5, and fugitive dust. DPM exposure causes acute health effects that are different from the effects of exposure to PM alone.

[4] California Air Resources Board, Initial Statement of Reasons for Rulemaking, Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant, Staff Report, June 1998; see also California Air Resources Board, Overview: Diesel Exhaust & Health, https://ww2.arb.ca.gov/resources/overview-diesel-exhaust-and-health#:~:text=Diesel%20Particulate%20Matter%20and%20Health&text=In%201998%2C%20CARB%20identified%20DPM,and%20other%20adverse%20health%20effects.

[5] U.S. EPA, Health Assessment Document for Diesel Engine Exhaust, Report EPA/600/8-90/057F, May 2002.

[6] Environmental Defense Fund, Cleaner Diesel Handbook, Bring Cleaner Fuel and Diesel Retrofits into Your Neighborhood, April 2005; http://www.edf.org/documents/4941_cleanerdieselhandbook.pdf, accessed July 5, 2020.

[7] California Air Resources Board, Initial Statement of Reasons for Rulemaking, Proposed Identification of Diesel Exhaust as a Toxic Air Contaminant, Staff Report, June 1998.

[8] Findings of the Scientific Review Panel on The Report on Diesel Exhaust as adopted at the Panel's April 22, 1998 Meeting.

[9] Health & Safety Code § 39655(a) (defining "toxic air contaminant" as air pollutants "which may cause or contribute to an increase in mortality or in serious illness, or which may pose a present or potential hazard to human health. A substance that is listed as a hazardous air pollutant pursuant to subsection (b) of Section 112 of the federal act (42 U.S.C. Sec. 7412 (b)) is a toxic air contaminant.")

significance of the emissions. The AQ analysis and resulting HRA are therefore incomplete and must be corrected in an environmental impact (EIR) report for the Project.

Conclusion

The facts identified and referenced in this comment letter lead me to reasonably conclude that the Project could result in significant impacts if allowed to proceed. An EIR should be prepared to address these substantial concerns.

Sincerely,



ATTACHMENT B

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION

CALIFORNIA
WASHINGTON
NEW YORK

WI #24-001.29

June 11th, 2024

Ms. Kelilah D. Federman
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, California 94080

SUBJECT: 1101 California Project
Redlands, California
Response to Comments on Noise Analysis

Dear Ms. Federman,

Below you will find responses to comments on the 1101 California Project in Redlands, CA based on the document entitled "5294_MND_Response_to_Comments_1101_California.pdf" There are two pairs of responses, from both Urban Crossroads and Lilburn. Unless otherwise noted, these responses cover both sets of responses, since the content is nearly identical.

Response to Comment 11-24

The response states that "In the first instance the threshold cited by the commenter is not applicable to construction activities. Per Municipal Code Section 8.06,120, G. 'Construction Activity: This chapter shall not apply to **noise** sources associated with new construction . . .'" However, this states that Redlands Municipal Code Section 8.06 is exempt from **noise** sources. It says nothing regarding vibration. The authors of the city code clearly considered vibration sources, since Section 8.06.090(G) is entitled 'vibration'. There is no reason to believe that vibration impacts are exempted by 8.06.120(G). The modeled 0.016 in/sec PPV is greater than the 0.01 in/sec Vibration Perception Threshold set by Section 8.06.020. Thus, the Project construction will result in a significant vibration impact due to its exceedance of the vibration thresholds set by the City of Redlands Municipal Code.

Response to Comment 11-16 and 11-23

Several points are made, which are discussed in bullet points below

- Comment 11-16 states that, "Construction-source noise impacts are considered less-than-significant based on compliance with date/time constraints outlined in the City's Noise Control Ordinance" this does not address the issue, which is that no daytime construction noise thresholds were chosen to analyze the project. If the city and county do not have appliable codes, it is up to the CEQA document to choose thresholds based on other relevant documents and jurisdiction and apply these thresholds to the project. This was not done, as a result it is unknown if the project would create a substantial temporary or periodic increase

in ambient noise levels in the project vicinity above levels existing without the project. This should be studied in a situation where modeled levels are compared to applicable limits so the public can make an informed decision regarding the potential impacts and changes to the environment caused by this project. Comment 11-23 states that "Any noise generated by the Project would be imperceptible against the background freeway noise." But without adequate modeling, this statement is unsupported. The MND failed to adequately quantify the Project's construction noise impacts, therefore the MND's noise analysis is unsupported.

- Comment 11-16 also states that the "current noise environment at the Project site is dominated by vehicular-source noise emanating from the adjacent I-10 freeway" and that the project site "lies within the 70 CNEL noise contour." The response then provides a sample calculation before coming to the conclusion that "noise generated by the Project operations as received at any land use greater than 50 feet from the Project boundary would not exceed 66 dBA and would be imperceptible in the context of the 70 CNEL noise contour." The 70 CNEL noise contour is not uniform, changing in exact level due to variance such as shielding from buildings blocking traffic noise, the influence of local traffic, and airplane noise, among other factors. Shielding from traffic noise is particularly relevant to this site. The warehouse to the west of the project is 900 feet long, meaning that the eastern façade of the building would have almost no exposure to traffic on I-10 west of the project. Therefore, the noise level is almost certainly lower than the CNEL contour, since it has roughly half the traffic noise exposure. However, this level cannot be known without noise measurements to accurately describe the current environment. This is why baseline noise measurements are typically required for a proper noise analysis, as both the Federal Transit Administration's Noise and Vibration Impact Assessment Manual[1], and the Caltrans Traffic Noise Analysis Protocol[2] recommend noise measurements to accurately describe the current environment. In this case, if the shielding halved the noise exposure, the CNEL would be 67 dBA[3]. If noise was indeed 66 dBA from the project, the new noise level would indeed be heard on site at 69.5 dBA, a roughly 2 to 3 dB increase and thus a potential impact.

Very truly yours,
WILSON IHRIG

Jack Meighan
Associate
mieghan comments - 1101 california mnd staff report june 11 2024.docx

[1] https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf
[2] https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/env/traffic-noise-protocol-april-2020-a11y.pdf
[3] https://www.animations.physics.unsw.edu.au/jw/dB.htm

ATTACHMENT C

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April 29, 2024

Via Email and Overnight Mail

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Re: Comments on Mitigated Negative Declaration for 1101 California Street Warehouse (Lot Merger No. 8; Planned Development No. 7) (SCH No. 2024031107)

Dear Mr. Beery, Mr. Desatnik:

On behalf of Californians Allied for a Responsible Economy ("CARE CA"), we submit these comments on the Initial Study / Mitigated Negative Declaration ("MND") prepared by the City of Redlands ("City") pursuant to the California Environmental Quality Act ("CEQA") [1], for the 1101 California Street Warehouse Project (SCH No. 2024031107) ("Project"), proposed by CRP/NPP Redlands Industrial Owner, LLC ("Applicant").

The Project proposes the construction of a 357,610 square-foot ("SF") warehouse that will include 6,000 SF of Administration/Office Space.[2] The Project Site is located at 1101 California St, Redlands, California 92374 on the southwest corner of Lugonia Avenue and California Street and includes two Assessor's Parcel Numbers: 0292-033-11 and 0292-033-13, in the County of San Bernardino.[3] The Project site is located in an area designated by the Redlands General Plan as Commercial/Industrial and within the Special Development ("EV/SD") district of the

[1] Pub. Res. Code §§ 21000 *et seq.*
[2] City of Redlands, Initial Study for 1101 California Street Warehouse (March 26, 2024), p. 1. [hereinafter "MND").
[3] MND, p. 1.

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East Valley Corridor Specific Plan.[4] The Project site was previously developed with the Splash Kingdom recreational water park.[5] The water park was vacated in 2018, and partially demolished in 2021, with various structures remaining onsite. The Air Quality Impact Analysis utilized the past emissions values as the existing condition baseline for the Proposed Project's new development emissions.[6] The property is located immediately adjacent to the 10-Freeway, and the property design contemplates dedicating a portion of the southeast corner of the property to improve the right turn access onto the westbound 10-Freeway onramp. The Project requires a Planned Development permit, a Lot Line Adjustment Merger, a Socio-Economic Cost/Benefit Study, a Construction General Permit Order 2009-2009-DWQ), and a Storm Water Pollution and Prevention Plan ("SWPPP").

CARE CA reviewed the MND, its technical appendices, and reference documents with the assistance of air quality and GHG expert James Clark, whose comments ("Clark Comments") and curriculum vitae ("CV") are attached hereto as **Exhibit A.** CARE CA's comments on noise and vibration were prepared with the assistance of acoustics, noise, and vibration expert Jack Meighan of Wilson Ihrig. Mr. Meighan's Comments ("Meighan Comments") and Mr. Meighan's CV are attached hereto as **Exhibit B.** Based on CARE CA's review of the MND and available documents in conjunction with its experts, there is substantial evidence supporting a fair argument that the Project may result in potentially significant and adverse impacts to air quality, public health, greenhouse gas emissions, land use, and cumulative impacts which are not fully disclosed or mitigated by the MND and require additional mitigation. To correct these deficiencies, the City must prepare an Environmental Impact Report ("EIR") that fully discloses, analyzes and mitigates the Project's potentially significant impacts and considers alternatives to the Project.

I. STATEMENT OF INTEREST

CARE CA is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential public and worker health and safety hazards, and the environmental impacts of the Project. The coalition includes Redlands residents Michael Lopez, Scott Ortiz, Kevin Miller, Kevin Salas, the District Council of Ironworkers, Southern California Pipe Trades DC 16, along with their members, their families, and other individuals who live and work in the City of Redlands and San Bernardino County.

[4] City of Redlands, East Valley Corridor Specific Plan (September 5, 2017).
[5] MND, p. 2.
[6] MND Appendix A: Urban Crossroads, Air Quality Impact Analysis and Greenhouse Gas Analysis, (October 12, 2023).

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CARE CA advocates for protecting the environment and the health of their communities' workforces. CARE CA seeks to ensure a sustainable construction industry over the long-term by supporting projects that offer genuine economic and employment benefits, and which minimize adverse environmental and other impacts on local communities. CARE CA members live, work, recreate, and raise their families in the City of Redlands and San Bernardino County and the surrounding communities. Accordingly, they would be directly affected by the Project's environmental and health and safety impacts. Individual members may also work on the Project itself. They will be first in line to be exposed to any health and safety hazards that exist onsite.

In addition, CARE CA has an interest in enforcing environmental laws that encourage sustainable development and ensure a safe working environment for its members. Environmentally detrimental projects can jeopardize future jobs by making it more difficult and more expensive for business and industry to expand in the region, and by making the area less desirable for new businesses and new residents. Indeed, continued environmental degradation can, and has, caused construction moratoriums and other restrictions on growth that, in turn, reduce future employment opportunities.

II. LEGAL BACKGROUND

Except in limited circumstances, CEQA requires that lead agencies analyze any project with potentially significant environmental impacts in an EIR.[7] The purpose of an EIR "is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR protects not only the environment, but also informed self-government."[8] The EIR has been described as "an environmental 'alarm bell' whose purpose is to alert the public and its responsible official to environmental changes before they have reached ecological points of no return."[9]

A negative declaration may be prepared instead of an EIR when, after preparing an initial study, a lead agency determines that a project "would not have a significant effect on the environment."[10] Courts have held that if "no EIR has been prepared for a nonexempt project, but substantial evidence in the record

[7] Pub. Resources Code, § 21000; CEQA Guidelines, § 15002.
[8] *Citizens of Goleta Valley v. Bd. of Supervisors* (1990) 52 Cal.3d 553, 564 (internal citations omitted).
[9] *County of Inyo v. Yorty* (1973) 32 Cal.App.3d 795, 810.
[10] *Quail Botanical Gardens v. City of Encinitas* (1994) 29 Cal.App.4th 1597; Pub. Resources Code, § 21080(c).

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supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR."[11]

The presumption in favor of preparing an EIR, rather than a negative declaration, is reflected in the "fair argument" standard. Under that standard, the lead agency "shall" prepare an EIR whenever substantial evidence in the whole record before the agency supports a fair argument that a project may have a significant effect on the environment.[12] The fair argument standard creates a "low threshold" of favoring environmental review through an EIR, rather than through a negative declaration.

"Substantial evidence" required to support a fair argument is defined as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached."[13] "[I]n marginal cases where it is not clear whether there is substantial evidence that a project may have a significant effect on the environment, the lead agency shall be guided by the following principle: If there is disagreement among expert opinion supported by facts over the significance of an effect on the environment, the Lead Agency shall treat the effect as significant and shall prepare an EIR."[14]

With respect to this Project, the MND fails to satisfy the basic purposes of CEQA. The MND fails to adequately investigate, disclose, and analyze the Project's potentially significant impacts, and fails to provide substantial evidence to conclude that impacts will be mitigated to a less than significant level. Because the MND lacks basic information regarding the Project's potentially significant impacts, the MND's conclusion that the Project will have a less than significant impact on the environment is unsupported.[15] The City failed to gather the relevant data to support its finding of no significant impacts, and substantial evidence shows that the Project may result in potentially significant impacts. As detailed herein and in the attached expert comments substantial evidence supports a fair argument that the Project may result in significant and unmitigated impacts to air quality, public

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[11] *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 319-320.
[12] Pub. Resources Code, §§ 21080(d), 21082.2(d); CEQA Guidelines, §§ 15002(k)(3), 15064(f)(1), (h)(1); *Laurel Heights Improvement Assn. v. Regents of the Univ. of Cal.* (1993) 6 Cal.4th 1112, 1123; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 82; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 1501-51; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.Appl.4th 1597, 1601-1602.
[13] CEQA Guidelines, § 15384(a).
[14] CEQA Guidelines, § 15064(g).
[15] Pub. Resources Code, § 21064.5.

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health, greenhouse gas emissions, noise and vibration, and cumulative impacts. The City must prepare an EIR that analyzes, discloses, and mitigates these impacts and which considers less environmentally damaging alternatives.

III. THE MND FAILS TO PROVIDE A COMPLETE PROJECT DESCRIPTION

CEQA requires that an Initial Study include a description of the project and an identification of the environmental setting.[16] "An accurate and complete project description is necessary for an intelligent evaluation of the potential environmental impacts of the agency's action."[17] Accordingly, a lead agency may not hide behind its failure to obtain a complete and accurate project description.[18] Without a complete project description, the environmental analysis under CEQA is impermissibly limited, thus minimizing the project's impacts and undermining meaningful public review.[19]

CEQA Guidelines section 15378 defines "project" to mean "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment."[20] "The term "project" refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term project does not mean each separate governmental approval."[21] Courts have explained that a complete description of a project must "address not only the immediate environmental consequences of going forward with the project, but also all "*reasonably foreseeable* consequence[s] of the initial project."[22] Accordingly, a lead agency may not hide behind its failure to obtain a complete and accurate project description.[23]

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[16] CEQA Guidelines, § 15063, subd. (d).
[17] *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 192-193.
[18] *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 311 ("*Sundstrom*").
[19] *See, e.g., Laurel Heights Improvement Assn. v. Regents of the Univ. of Cal.* (1988) 47 Cal.3d 376.
[20] CEQA Guidelines § 15378.
[21] *Id.*, § 15378(c).
[22] *Laurel Heights I,* 47 Cal. 3d 376, 398 (emphasis added); *see also Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal. 4th 412, 449-50.
[23] *Sundstrom v. County of Mendocino* ("*Sundstrom*") (1988) 202 Cal.App.3d 296, 311.

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A. The MND Fails to Identify Reasonably Foreseeable Uses of the Project Site

CEQA is concerned with a project's environmental impacts, regardless of who ultimately uses or operates a project.[24] Courts have held that where the tenant or type of business is foreseeable and there is evidence that an impact unique to that tenant or type of business will result, the CEQA document must disclose that information.[25] An EIR must include an analysis of the environmental effects of a proposed future use or action at a project site if: (1) it is a reasonably foreseeable consequence of the initial project; and (2) the future expansion or action will be significant in that it will likely change the scope or nature of the initial project or its environmental effects.[26] A failure to describe anticipated project operations can result in a flawed impact analysis, in violation of CEQA.[27] An EIR is required to "adequately apprise all interested parties of the true scope of the project for intelligent weighing of the environmental consequences of the project," otherwise, informed decisionmaking is precluded and the EIR may be deemed inadequate as a matter of law.[28]

Here, the Project is being developed for unknown future tenants, but for reasonably foreseeable future uses. The Development Application submitted for the Project provides that the Project is proposed to be built on a speculative basis without an identified tenant/user and may be utilized for warehousing and distribution of finished goods or manufacturing.[29] The MND likewise does not identify a tenant or end user for the Project's warehouse development. However, based on the Project's location and proposed construction, it is reasonably foreseeable that the Project may involve high-intensity warehouse uses such as high cube warehousing and cold storage. Absent conditions of approval limiting Project operation to low-intensity warehouse uses, future tenants would be able to operate these higher intensity uses. The impacts of high-intensity warehouse uses must therefore be analyzed in the CEQA document.

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[24] *Maintain Our Desert Env't v. Town of Apple Valley* (2004) 124 CA4th 430.
[25] *Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 CA4th 1184, 1213.
[26] *Laurel Heights I,* 47 Cal. 3d 376, 396.
[27] See *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 722.
[28] *Id; City of Santee v. County of San Diego* (1989) 214 Cal.App.3d 1438, 1454-1455.
[29] Development Application Packet, City of Redlands Environmental Information Form, p. 3 (August 2, 2023), https://www.dropbox.com/scl/fi/fh2imae0hquusd702wpr8/Development-Application.pdf?rlkey=wcfpbt607suxac2jjea7dha2u&st=rkyjh5gj&dl=0.

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B. The MND Fails to Substantiate the Assumption that Project Operation Will Not Involve Cold Storage Uses

The MND analyses assume that the Project would not result in impacts associated with cold storage uses. This assumption lacks the support of substantial evidence, as the MND does not identify a tenant or end user for the warehouse. Further, this assumption is not reflected in any enforceable conditions related to Project use. In order for the City to correctly assume that the Project would not include cold storage, which is a common warehouse use,[30] the MND would need to include binding measures or conditions which limit warehouse use at the Project to prohibit cold storage. Absent such a restriction, it is reasonable to assume that future Project warehouse tenants may use the site for cold storage. The MND does not include a restriction on cold storage use, yet fails to analyze the elevated air quality, public health, and energy impacts of cold storage use at the Project site. As a result, the MND may substantially underestimate these impacts.

A cold storage warehouse generates greater environmental impacts than other types of warehouses. Cold storage generates more trips per square foot and has higher energy impacts due to the low temperatures required by the facility's transport refrigeration units ("TRUs") and on-site storage. TRUs are refrigeration systems powered by integral diesel engines.[31] The refrigeration systems are used to control the environment of temperature-sensitive products transported in insulated trucks, trailers, shipping containers, or railcars. The California Air Resources Board ("CARB") states that TRUs emit diesel particulate matter ("DPM"), fine particulate matter ("PM2.5"), oxides of nitrogen ("NOx"), and GHGs while in transit and during stationary operation at refrigerated warehouses or distribution centers, grocery stores, seaport facilities, intermodal railyards, and other locations of operation. CARB explains that communities near facilities where TRUs operate bear a disproportionate health burden:

> PM2.5 pollution contributes to more fatalities than other air pollutants and can lodge deep in the lungs or pass through the lungs to enter the blood stream and affect the heart, brain, and other organs. Adverse health effects

[30] See e.g. https://www.inboundlogistics.com/articles/cold-storage-warehouse/ (cold storage warehouses are "commonly used for storing fresh produce, dairy products, and other perishable items that require a cool but not frozen environment… The importance and popularity of cold storage warehouses have soared in recent years, driven by shifting consumer preferences, growing populations, and increased spending–especially when it comes to frozen food, probiotics, pharmaceuticals, or fresh produce.")

[31] California Air Resources Board, 2022 TRU Technology Assessment, pg. 1, https://ww2.arb.ca.gov/sites/default/files/2022-10/CARB%202022%20TRU%20Technology%20Assessment%2010-14-22.pdf.

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> from long-term exposure to PM2.5 pollution include increased risk of heart attacks and heart disease, impaired lung development in children, the development and exacerbation of asthma, and premature death. NOx is a precursor to ozone, which can cause irritation and damage lung tissue, worsen asthma and chronic illnesses including obstructive pulmonary disease and reduce lung function.[32]

CARB also explains that TRUs' emissions of GHGs contribute towards climate change,[33] and that TRUs generate noise impacts: "TRU operations produce noise that can be problematic when deliveries that often occur late evening or early morning are near residential neighborhoods, hotels, hospitals, and elder care facilities… One study conducted by LSA Associates found that a diesel-powered TRU operating at high idle produces an A-weighted decibel (dBA) noise rating of 104 dBA, while a diesel truck at idle produces a noise rating of 96 dBA."[34]

By assuming the Project will not include cold storage, the MND may drastically underestimate the Project's impacts in each of these areas. The MND does not provide supporting evidence demonstrating that cold storage uses would be absent from the Project site for the duration of the Project's life. Due to ever-increasing population and market demands in Southern California, it is reasonably foreseeable that the Project may attract end users, either now or in future years of the Project's life, which require cold storage. As a result, the MND's assumption is not supported by substantial evidence. Rather, it is reasonably foreseeable that some of the 357,610 SF Project site may support cold storage end uses in the future.

In the California Attorney General's ("AG") guidance for warehouse projects, the AG recommends that, unless a developer adopts mitigation measures limiting cold storage impacts, the developer should record a covenant on the title of the underlying property to ensuring that the property cannot be used to provide refrigerated warehouse space.[35] The City should include such a title restriction for the Project unless the MND is revised to analyze and mitigate impacts associated with a more conservative and fact-based cold-storage use percentage.

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[32] California Air Resources Board, 2022 TRU Technology Assessment, pg. 10.
[33] *Id.*, pg. 10.
[34] *Id.*, pg. 17-18.
[35] *Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act (Updated September 2022)*, pg. 9, available at https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf ("Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide refrigerated warehouse space, constructing electric plugs for electric transport refrigeration units at every dock door and requiring truck operators with transport refrigeration units to use the electric plugs when at loading docks.").

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C. The Project Description Fails to Include Reasonably Foreseeable Backup Generators

The MND fails to disclose potential backup/emergency stationary generators for the Project's operations. The MND's project description does not address whether backup generators are a reasonably foreseeable component of the Project, and the MND's technical analyses assume no backup generators will be installed for operations. The MND does not disclose any conditions or mitigation measures that limit or prevent use of backup generators. The MND must disclose and analyze the potential use of backup generators because (1) they are a reasonably foreseeable use and consequence of the Project, and (2) the use of backup generators will expand the Project's environmental effects.

In *East Oakland Stadium Alliance v. City of Oakland*,[36] the Court of Appeal upheld an EIR's analysis of emissions from backup generators. The EIR's analysis assumed that generators would operate for 50 hours of testing and maintenance annually, while allocating no time for actual emergency use. In discussing the lead agency's duty to analyze backup generator emissions, the Court stated that "if the annual need for emergency generator use is reasonably foreseeable, the EIR was not entitled to disregard such use merely because it would occur at unpredictable times."[37] The Court explained that use of a generator was reasonably foreseeable because, "[a]s noted in the EIR, some parts of the Bay Area are subject to predictable, sustained power outages undertaken to reduce the risk of fire."[38] Thus, "[t]he EIR was required to make neither a generally applicable nor a worst-case assumption; rather it was required to make a reasonable estimate of likely annual use of the generators at the project site."[39]

Here, as in *East Oakland Stadium Alliance*, back-up generators are a reasonably foreseeable consequence of the Project due to increasingly common Public Safety Power Shutoff ("PSPS") events and extreme heat events. Extreme heat events ("EHE") are defined as periods where in the temperatures throughout California exceed 100 degrees Fahrenheit.[40] From January 2019 through December 2019, Southern California Edison reported 158 of their circuits underwent a PSP event.[41] In Los Angeles County, two circuits had 4 PSPS events during that period,

[36] (2023) 889 Cal. App. 5th 1226.
[37] *Id.* at 1252.
[38] *Id.* at 1253.
[39] *Id.*
[40] Governor of California. 2021. Proclamation of a state of emergency. June 17, 2021.
[41] SCAQMD. 2020. Proposed Amendment To Rules (PARS) 1110.2, 1470, and 1472. Dated December 10, 2020. http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1110.2/1110-2_1470_1472/par1110-2_1470_wgm_121020.pdf?sfvrsn=6.

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lasting an average of 35 to 38 hours. The total duration of the PSPS events lasted between 141 hours to 154 hours in 2019. According to the California Public Utilities Commission (CPUC) de-energization report[42] in October 2019, there were almost 806 PSPS events that impacted almost 973,000 customers (~7.5% of households in California) of which ~854,000 of them were residential customers. The California Air Resources Board estimates that with 973,000 customers impacted by PSPS events in October 2019, approximately 125,000 back-up generators were used by customers to provide electricity during power outage.[43] The widespread use of back-up generators to adapt to PSPS and EHE events suggests that back-up generators are a reasonably foreseeable consequence of the Project.

Further demonstrating that backup generators are reasonably foreseeable is the possibility that the Project may include cold storage. A cold storage warehouse has the ability to keep temperature sensitive items in a temperature-controlled environment, which requires a constant energy supply to power refrigeration. Cold storage warehouses thus commonly utilize backup generators.[44] Backup generators commonly rely on fuels such as natural gas or diesel,[45] and thus can significantly impact air quality, GHG emissions, and public health through toxic DPM emissions.[46] Since the Project may include cold storage, it is reasonably foreseeable that the Project would require on-site backup generators.

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[42] https://www.cpuc.ca.gov/deenergization/ as cited in CARB, 2020. Potential Emission Impact of Public Safety Power Shutoff (PSPS), Emission Impact: Additional Generator Usage associated With Power Outage..

[43] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps.

[44] California Air Resources Board, Comments re: Notice of Preparation (NOP) for the United States Cold Storage Hesperia Project (Project) Draft Environmental Impact Report (DEIR), State Clearinghouse No. 2020069036 (July 24, 2020), available at https://ww2.arb.ca.gov/sites/default/files/classic//toxics/ttdceqalist/uscoldstorage.pdf (stating that the HRA prepared for the Project should account for all potential health risks from Project-related diesel PM emission sources such as backup generators, TRUs, and heavy-duty truck traffic); Kusing Power Generator, http://ksdieselgenerator.com/2019/backup-generator-for-cold-storage-room.html, last visited 6/21/2021 ("Backup power supply is necessary for cold storage room to remain functional to avoid deterioration of high value-added goods such as vegetables and food stored in the room after long period of power failure"); East Coast Power Systems, Electrical Power Systems for Warehouses, https://www.ecpowersystems.com/resources/electrical-power-systems/electrical-power-systems-for-warehouses/ (explaining that some warehouses that deal with refrigeration have to have multiple power backup generators by law).

[45] SCAQMD, Fact Sheet on Emergency Backup Generators, http://www.aqmd.gov/home/permits/emergency-generators ("Most of the existing emergency backup generators use diesel as fuel").

[46] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps (showing

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Generators can emit criteria air pollutants, greenhouse gases, and toxic air contaminants ("TACs"). Backup generators commonly rely on fuels such as natural gas or diesel,[47] and thus can significantly impact public health through DPM emissions.[48] Diesel back-up generators emit significant amounts of Nitrogen Oxides ("NOx"), sulfur dioxides ("SO2"), particulate matter ("PM10"), carbon dioxide ("CO2"), carbon monoxide ("CO"), and volatile organic compounds ("VOC").[49]

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that generators commonly rely on gasoline or diesel, and that use of generators during power outages results in excess emissions); California Air Resources Board, Use of Back-up Engines for Electricity Generation During Public Safety Power Shutoff Events (October 25, 2019), available at https://ww2.arb.ca.gov/resources/documents/use-back-engines-electricity-generation-during-public-safety-power-shutoff ("When electric utilities de-energize their electric lines, the demand for back-up power increases. This demand for reliable back-up power has health impacts of its own. Of particular concern are health effects related to emissions from diesel back-up engines. Diesel particulate matter (DPM) has been identified as a toxic air contaminant, composed of carbon particles and numerous organic compounds, including over forty known cancer-causing organic substances. The majority of DPM is small enough to be inhaled deep into the lungs and make them more susceptible to injury. Much of the back-up power produced during PSPS events is expected to come from engines regulated by CARB and California's 35 air pollution control and air quality management districts (air districts)").

[47] SCAQMD, Fact Sheet on Emergency Backup Generators, http://www.aqmd.gov/home/permits/emergency-generators ("Most of the existing emergency backup generators use diesel as fuel").

[48] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps (showing that generators commonly rely on gasoline or diesel, and that use of generators during power outages results in excess emissions); California Air Resources Board, Use of Back-up Engines for Electricity Generation During Public Safety Power Shutoff Events (October 25, 2019), available at https://ww2.arb.ca.gov/resources/documents/use-back-engines-electricity-generation-during-public-safety-power-shutoff ("When electric utilities de-energize their electric lines, the demand for back-up power increases. This demand for reliable back-up power has health impacts of its own. Of particular concern are health effects related to emissions from diesel back-up engines. Diesel particulate matter (DPM) has been identified as a toxic air contaminant, composed of carbon particles and numerous organic compounds, including over forty known cancer-causing organic substances. The majority of DPM is small enough to be inhaled deep into the lungs and make them more susceptible to injury. Much of the back-up power produced during PSPS events is expected to come from engines regulated by CARB and California's 35 air pollution control and air quality management districts (air districts)").

[49] University of California, Riverside Bourns College of Engineering—Center for Environmental Research and Technology, Air Quality Implications Of Backup Generators In California, (March 2005), pg. 8, available at https://citeseerx.ist.psu.edu/document?repid=rep1&type=pdf&doi=84c8463118e4813a117db3d768151a8622c4bf6b; South Coast AQMD, Fact Sheet on Emergency Backup Generators ("Emissions of Nitrogen Oxides (NOx) from diesel-fired emergency engines are 200 to 600 times greater, per unit of electricity produced, than new or controlled existing central power plants fired on natural gas. Diesel-fired engines also produce significantly greater amounts of fine particulates and toxics

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Omission of a generator system results in an underestimation of the Project's air quality, greenhouse gas, and health risk impacts.

In sum, omission of the Project's generator results in an underestimation of the Project's reasonably foreseeable air quality, greenhouse gas, energy, and health risk impacts. The MND must be withdrawn and an EIR prepared to resolve this project description inconsistency and correct the affected impacts analyses to accurately disclose the Project's potentially significant impacts.

D. The Project Description Fails to Include Reasonably Foreseeable Use and Transport of Hazardous Materials

The MND also contains conflicting descriptions of future uses, further demonstrating the inconsistencies in the City's impact assumptions. The MND initially states that "future items to be stored for distribution would include non-hazardous, non-flammable products on high-pile storage pallet racking and shelving."[50] However, the MND does not include mitigation measures or conditions prohibiting storage of hazardous items. The MND later states that the Project will include "[t]he storage of hazardous materials… kept in compliance with State and local regulations."[51] The transport and storage of hazardous materials may result in potentially significant impacts which are not discussed or analyzed in the MND due to its fluctuating description of Project operations.

Since the Project is being designed to be capable of supporting intensive warehouse distribution, and potentially cold storage and hazardous materials transport uses at the Project site, the City must prepare an EIR to include specific use information and to analyze the impacts of the most intensive reasonably foreseeable uses of the Project site. The EIR must also include all known information about the types of future users at the Project site. The MND must be withdrawn and an EIR circulated which adequately describes the Project's reasonably foreseeable future users before the Project can lawfully be approved.

IV. THE MND FAILS TO ADEQUATELY ANALYZE THE PROJECT'S ENVIRONMENTAL SETTING

CEQA requires that an Initial Study include a description of the project and

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emissions compared to natural gas fired equipment."), available at http://www.aqmd.gov/home/permits/emergency-generators#Fact2.

[50] MND, p. 2.

[51] MND, p. 35.

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an identification of the environmental setting.[52] CEQA requires that a lead agency include a description of the physical environmental conditions in the vicinity of the Project as they exist at the time environmental review commences.[53] As numerous courts have held, the impacts of a project must be measured against the "real conditions on the ground."[54] The description of the environmental setting constitutes the baseline physical conditions by which a lead agency may assess the significance of a project's impacts.[55] Use of the proper baseline is critical to a meaningful assessment of a project's environmental impacts.[56] An agency's failure to adequately describe the existing setting contravenes the fundamental purpose of the environmental review process, which is to determine whether there is a potentially substantial, adverse change compared to the existing setting.

The CEQA Guidelines call for the environmental baseline to reflect conditions as they exist early in the CEQA process. The CEQA Guidelines specify that the physical environmental conditions at the time the notice of preparation is published or, if there is no notice of preparation, at the time environmental review begins "will normally constitute the baseline physical conditions by which a lead agency determines whether an impact is significant."[57] The CEQA Guidelines also provide that in assessing a project's impacts on the environment, the lead agency should "normally limit its examination to the existing physical conditions in the affected area" at the same stage of the CEQA process.[58]

Baseline information on which a lead agency relies must be supported by substantial evidence.[59] The CEQA Guidelines define "substantial evidence" as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion."[60] "Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion

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[52] CEQA Guidelines, § 15063, subd. (d).
[53] CEQA Guidelines, § 15125, subd. (a).
[54] *Save Our Peninsula Com. v. Monterey Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 121-22; *City of Carmel-by-the Sea v. Bd. of Supervisors* (1986) 183 Cal.App.3d 229, 246.
[55] CEQA Guidelines, § 15125, subd. (a).
[56] *Communities for a Better Environment v. South Coast Air Quality Management District* (2010) 48 Ca.4th 310, 320.
[57] 14 Cal Code Regs §15125(a).
[58] 14 Cal Code Regs §15126.2.
[59] *CBE v. SCAQMD, supra,* 48 Ca.4th at 321 (stating "an agency enjoys the discretion to decide […] exactly how the existing physical conditions without the project can most realistically be measured, subject to review, as with all CEQA factual determinations, for support by substantial evidence"); *see Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435.
[60] CEQA Guidelines §15384.

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supported by facts ... [U]nsubstantiated opinion or narrative [and] evidence which is clearly inaccurate or erroneous ... is not substantial evidence."[61]

A. The MND Relies on an Inadequate Baseline Against Which to Analyze Project's Air Quality and Greenhouse Gas Impacts

The California Supreme Court, in *Communities for a Better Environment v. South Coast Air Quality Management District* ("*CBE v. SCAQMD*"),[62] recognized that "the baseline 'normally' consists of 'the physical environmental conditions in the vicinity of the project, as they exist at the time ... environmental analysis is commenced....'"[63] This decision considered a long line of Court of Appeal decisions that hold, in similar terms, that the impacts of a proposed project are ordinarily to be compared to the actual environmental conditions existing at the time of CEQA analysis.[64] This line of authority includes cases where a plan or regulation allowed for greater development or more intense activity than had so far actually occurred, as well as cases where actual development or activity had, by the time CEQA analysis was begun, already exceeded that allowed under the existing regulations.[65]

In *CBE v. SCAQMD*, the Supreme Court identified circumstances under which a lead agency could deviate from the "normal" baseline of conditions existing at the date the Notice of Preparation is released. ConocoPhillips had applied to modify an operating petroleum refinery in a way that would increase operation of

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[61] Pub. Resources Code § 21082.2(c).
[62] (2010) 48 Cal. 4th 310, 321 (agency erred in using boilers' maximum permitted operational levels as a baseline when operation of the boilers at maximum levels was not the norm).
[63] *CBE v. SCAQMD, supra,* 48 Ca.4th 310, 327–328, citing Guidelines, § 15125, subd. (a)
[64] *Environmental Planning Information Council v. County of El Dorado* (1982) 131 Cal.App.3d 350, 354, 357-358 (effects of a proposed area plan for land development must be compared to the existing physical conditions in the area, rather than to development permitted under the county's general plan); *City of Carmel-by-the-Sea v. Board of Supervisors* (1986) 183 Cal.App.3d 229, 246-247 (effects of rezoning must be compared to the existing physical environment, rather than to development allowed under a prior land use plan); *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 931, 955 (baseline for water diversion project was actually existing stream flows, not minimum stream flows set by federal license); *Save Our Peninsula Committee v. Monterey County Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 121 (water use baseline for analysis of proposed land development was actual use without the project, not what the applicant was entitled to use for irrigation); *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 658 (baseline for proposed expansion of a mining operation must be the "realized physical conditions on the ground, as opposed to merely hypothetical conditions allowable under existing plans"); *Woodward Park Homeowners Assn., Inc. v. City of Fresno* (2007) 150 Cal.App.4th 683, 693, 706-710 (effects of a large office and shopping center development must be compared to the current undeveloped condition of the property, rather than to an office park that could be developed under existing zoning).
[65] *CBE v. SCAQMD*, *supra,* 48 Ca.4th 310, 321.

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four boilers that produced steam for refinery operations.[66] The lead agency selected as the project's baseline for nitrogen oxide emissions the amount the boilers would emit if they operated at the maximum level allowed under ConocoPhillips's existing permits, even though ConocoPhillips had never operated them at that level.[67] Citing that refinery operations "vary greatly with the season, crude oil supplies, market conditions, and other factors,"[68] the court explained that agencies may exercise discretion to accommodate a "temporary lull or spike in operations that happens to occur at the time of environmental review."[69] The Court held that a lead agency enjoys the discretion to decide how the existing physical conditions can most realistically be measured, supported by substantial evidence.[70] The Court rejected the "maximum level permitted" baseline because it did not aim to reflect existing conditions.

Some subsequent cases,[71] as well as the CEQA Guidelines,[72] have allowed lead agencies to deviate from using the NOP date as the baseline when assessing existing facilities/operations in limited situations "where conditions change or fluctuate over time." However, in most cases, the facility/operation was still operating to some extent at the time of the NOP.[73]

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[66] *Id.* at 318.
[67] *Id.* at 316.
[68] *Id.* at 327.
[69] *Id.* at 328.
[70] *Id.*
[71] *See North County Advocates v. County of Carlsbad* (2015) 241 Cal.App.4th 94, 105 (upholding use of recent historical traffic levels as a baseline for currently operating shopping mall with greater-than-usual vacancies, noting that "the nature of a shopping center is that tenants change and the amount of occupied space constantly fluctuates"); *San Francisco Baykeeper, Inc. v. State Lands Commission* (2015) 242 CA4th 202, 218 (upholding a baseline for a continuously operating sand mine that was derived from 5 years of historical mining operations, noting that the amount of sand mined fluctuates substantially from year to year due to a variety of factors); *Association of Irritated Residents v. Kern County Board of Supervisors* (2017) 17 CA5th 708, 709 (upholding baseline based on oil refinery's last year of full operations, noting that the facility was currently in operation at the time of the NOP and its permits remained in place); *Cherry Valley Pass Acres & Neighbors v. City of Beaumont* (2010) 190 CA4th 316 (upholding baseline closely approximating historic water use of egg farm in 2004, noting that egg farm only ceased operations after NOP date in 2005).
[72] CEQA Guidelines, Section 15125(a)(1) (providing, "[w]here existing conditions change or fluctuate over time, and where necessary to provide the most accurate picture practically possible of the project's impacts, a lead agency may define existing conditions by referencing historic conditions, or conditions expected when the project becomes operational, or both, that are supported with substantial evidence. In addition, a lead agency may also use baselines consisting of both existing conditions and projected future conditions that are supported by reliable projections based on substantial evidence in the record").
[73] *See* note 57.

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For example, in *Association of Irritated Residents v. Kern County Board of Supervisors*,[74] the court reviewed the baseline set for an oil refinery that temporarily suspended refining operations at the time of the NOP. The baseline was set at operating levels of the facility in 2007, when the refinery was operating at full capacity, whereas in 2013, the date of the NOP, no refining operations were occurring. The court articulated the baseline analysis as such:[75]

> Our analysis of County's treatment of the baseline question breaks the County's approach into two factual components. The first inquiry considers the basic question of whether County has a sufficient evidentiary basis for finding existing conditions included an *operating* refinery. If that finding is upheld, the second inquiry addresses whether substantial evidence supports County's choice of 2007 as a *realistic measure* of the baseline physical conditions created by the refinery's operations. [emphasis in original text]

To the first inquiry, the court "conclude[d] the EIR's choice of 2007 as the measure of an existing conditions baseline for an operating refinery (1) was supported by substantial evidence."[76] The court noted that suspension of operations was intended as temporary, and that the refinery had a "history of fluctuating operations"[77] – the refinery frequently started and stopped refining operations. The court noted as relevant that when the refinery suspended operations at the time of the NOP, the refinery "continued other operations and activities. Those continuing activities included managing inventory, blending and marketing fuels, and functioning as a terminal for crude oil and finished petroleum products."[78] To the second inquiry, substantial evidence supported that the 2007 figure was a reasonable representation of the operations actually performed at the refinery because there had been only a temporary suspension of activity at the refinery, not the permanent closure of an unrelated former use, as here.[79]

In *North County Advocates v. County of Carlsbad*,[80] the court upheld the use of recent historical traffic levels as a baseline for an operating shopping mall with that had greater-than-usual vacancies. Specifically, a large department store retail space in the mall was vacant at the time of the NOP. In determining the scope of baseline operations, the court analyzed the historical occupancy of the mall. The court noted that, although the retail space in question was vacant at the time

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[74] (2017) 17 CA5th 708.
[75] *Id.* at 728.
[76] *Id.* at 718.
[77] *Id.*
[78] *Id.* at 720.
[79] *Id.* at 729.
[80] (2015) 241 Cal.App.4th 94.

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CEQA review commenced, the mall remained operational. The court observed that the department store retail space within the mall frequently fluctuated in occupancy – for instance, "the Robinsons-May space was less occupied from 2007 through 2009 (two retail users occupied part of it from August 2006 through December 2007, and two others occupied part of it from August through November in 2008 and in 2009."[81] The court concluded, "[w]e view this fluctuating occupancy—which is 'the nature of a shopping center'—as akin to the varying oil refinery operations in *Communities for a Better Environment*."[82] Therefore, the court permitted the shopping center to use a baseline that assumed the department store retail space was occupied since it was a component of the mall, which remained operational.

Here, the City incorrectly claimed a baseline credit for a wholly shuttered former use that is unrelated to the proposed Project. The site was formerly developed as the Splash Kingdom amusement park, which closed in 2018, and was demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures.[83] Unlike the shopping mall in *North County Advocates*, which sought to fill a vacant space in an existing mall, or the refinery in *AIR v. Kern*, which had ongoing refining operations at the time of the NOP, the Project has no relationship to the former water park and is not an expansion or replacement of components of an existing facility. The facts of the Project do not allow the City to take any credit for baseline operations based on the shuttered waterpark that occupied the site before 2021.

The Notice of Intent to Adopt this MND was released on March 26, 2024. At that time, the Project site contained only the demolished Splash Kingdom's abandoned attractions and structures.[84] The MND provides that "because the site was previously developed with an amusement park, the Air Quality Impact Analysis utilized the past emissions values as the existing condition baseline for the Proposed Project's new development emissions."[85] This is incorrect. The City's choice to use fictitious emissions values as the existing baseline is misplaced. The "normal" baseline described in *CBE v. SCAQMD*, which should reflect the physical environmental conditions in the vicinity of the project, as they exist at the time environmental analysis is commenced, is of a vacant developed lot.[86] No sources of

[81] DEIR, pg. 15.
[82] *Id.*
[83] MND, p. 2; 20.
[84] MND, p. 2.
[85] MND, p. 13.
[86] *CBE v. SCAQMD*, *supra,* 48 Ca.4th 310, 327–328, citing Guidelines, § 15125, subd. (a).

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emissions are operational at the Project Site, or have been since the water park's closure in 2018 or demolition in 2021.[87]

The MND fails to provide substantial evidence to justify deviation from the "normal" baseline. The MND cannot provide this evidence because operations of the water park on the Project site had completely ceased, which makes this case plainly distinguishable from *Association of Irritated Residents v. Kern County Board of Supervisors*,[88] *CBE v. SCAQMD*,[89] *North County Advocates v. County of Carlsbad*,[90] and other leading cases[91] allowing use of recent historical conditions as a baseline. Those cases all involved operations active at the time of the NOP experiencing a temporary "lull" due to their "history of fluctuating conditions."[92] Here, the Project involves a completely vacated facility at the date of the Notice of Intent; Splash Kingdom did not merely halt operations for a period – it completely vacated the premises. There is no evidence that Splash Kingdom expects to reoccupy the Project site, or that water parks are businesses where operations are expected to vacate and reoccupy warehouse facilities due to regularly fluctuating conditions. Therefore, the MND lacks evidence for finding existing conditions included an *operating* amusement park.

The CEQA Guidelines state that existing conditions may be defined "by referencing historic conditions" that are supported by substantial evidence, "where necessary to provide the most accurate picture practically possible of the project's impacts."[93] A departure from the normal use of existing baseline conditions "can be justified by substantial evidence that an analysis based on existing conditions would tend to be misleading or without informational value"[94] Here, the record contains no substantial evidence that analysis based on existing conditions would be misleading or without informational value. If the Project were not to proceed, the site would remain an empty lot continuing to emit no greenhouse gas emissions, air quality impacts, health risk, or traffic impacts.

In fact, it is misleading to rely on a fictitious baseline. Dr. Clark determined that the reliance on an inaccurate baseline results in an underestimation of Project emissions.[95] Specifically, the reliance on fictitious emissions associated with a

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[87] Clark Comments, p. 4.
[88] (2017) 17 CA5th 708.
[89] (2010) 48 Ca.4th 310, 320.
[90] (2015) 241 Cal.App.4th 94.
[91] *See* note 57.
[92] *Id.*
[93] 14 Cal Code Regs §15125(a)(1).
[94] *Neighbors for Smart Rail v. Exposition Metro Line Construction Authority* (2013) 57 Cal.4th 439, 457.
[95] Clark Comments, p. 4.

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historical use of a water park to reduce Net GHG Emissions from the Project results in a gross miscalculation of the Project's potentially significant greenhouse gas emissions impacts.[96] The MND's analysis includes a calculation that Net Emissions is calculated by subtracting Existing Emissions from the Proposed Emissions from Total CO2 emissions.[97] See figure below. The MND's conclusions based on subtracting the fictitious 2,228.88 Existing Emissions from the Total Emissions of 3,534.58, are incorrect.[98] Total and Net Emissions remain 3,534.58. The reliance on fictitious "Existing Emissions" to reduce the Project's Net Emissions is inaccurate and results in inaccurate Greenhouse Gas Emissions impact assessment.[99] Dr. Clark concludes, therefore, that the City's analysis is incomplete and must be revised in an EIR circulated for public review.

Table 6
Project GHG Emissions

Emission Source	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e
Annual construction-related emissions amortized over 30 years	27.47	0.0	0.0	0.02	28.10
Mobile Source	3,072.72	0.20	0.34	4.31	3,183.19
Area Source	7.25	0.00	0.00	0.00	7.28
Water Usage	116.44	2.70	0.06	0.00	203.26
Waste	31.91	3.19	0.00	0.00	111.64
Refrigerants	0.00	0.00	0.00	1.11	1.11
Total CO2e (All Sources)	**3,534.58**				
Existing Emissions	2,228.88				
Net Emissions (Proposed – Existing)	**1,305.70**				

The Air Quality Analysis in the MND relies on the same fictitious baseline to determine air quality and health risk impacts. All the Project's baseline conditions are those existing from 2018 onward, following the closure of the Splash Kingdom amusement park.

The City lacks substantial evidence to support its reliance on fully operational amusement park baselines to inform its analysis of the Project's impacts. The MND must be withdrawn and an EIR circulated to include baseline analyses which reflect the conditions existing at the Project site at the time of the Notice of Intent, and to revise any impact analyses that utilized these erroneous baselines.

[96] Clark Comments, p.
[97] MND, p. 32.
[98] *Id.*
[99] Clark Comments, p. 4.

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B. The MND Fails to Analyze the Site's Baseline Noise Environment Against Which to Analyze Project's Noise and Vibration Impacts

Mr. Meighan, CARE CA's expert noise consultant at Wilson Ihrig concludes that the MND fails to include an accurate ambient noise analysis. The MND fails to include any measurements of existing ambient noise conditions on the Project site against which to measure the Project's potentially significant noise and vibration impacts. The MND defines the ambient noise level, but does not calculate it. The MND provides that, "Ambient Noise Level [means]: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location."[100] "Given the proximity to both local streets and Interstate 10 (I-10), along with noise from nearby residences and commercial parking lots, as well as shielding from the main noise source of I-10, noise levels should be physically measured to be accurately determined."[101]

The MND's failure to analyze the existing environmental setting with respect to noise results in an inadequate analysis of the Project's potential increase in noise above the ambient noise levels in the vicinity of the Project site. The MND's conclusion that "the Proposed Project would not generate substantial permanent increase in ambient noise levels in the vicinity of the Project" is therefore not supported by substantial evidence.[102] The MND must be withdrawn and an EIR circulated which accurately characterizes the environmental setting with respect to noise and adequately analyzes and mitigates potentially significant noise and vibration impacts before the Project can lawfully be approved.

V. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT AIR QUALITY IMPACTS

An EIR must fully disclose all potentially significant impacts of a project, and implement all feasible mitigation to reduce those impacts to less than significant levels. The lead agency's significance determination with regard to each impact must be supported by accurate scientific and factual data.[103] An agency cannot

[100] MND, p. 44.
[101] Meighan Comments, p. 3.
[102] MND, p. 46.
[103] 14 CCR § 15064(b).

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conclude that an impact is less than significant unless it produces rigorous analysis and concrete substantial evidence justifying the finding.[104]

Moreover, the failure to provide information required by CEQA is a failure to proceed in the manner required by CEQA.[105] Challenges to an agency's failure to proceed in the manner required by CEQA, such as the failure to address a subject required to be covered in an EIR or to disclose information about a project's environmental effects or alternatives, are subject to a less deferential standard than challenges to an agency's factual conclusions.[106] In reviewing challenges to an agency's approval of an EIR based on a lack of substantial evidence, the court will "determine de novo whether the agency has employed the correct procedures, scrupulously enforcing all legislatively mandated CEQA requirements."[107] Even when the substantial evidence standard is applicable to agency decisions to certify an EIR and approve a project, reviewing courts will not 'uncritically rely on every study or analysis presented by a project proponent in support of its position. A clearly inadequate or unsupported study is entitled to no judicial deference.'"[108]

A. The MND Fails to Use Actual Truck Trip Lengths, Resulting in an Underestimation of Vehicle Emissions

The MND's conclusion that air quality impacts are less than significant is not supported by substantial evidence. To the contrary, emissions from diesel trucks will result in significant air quality impacts associated with the emissions of Toxic Air Contaminants ("TACs").[109] The City's own General Plan Update and Climate Action Plan EIR provide that "CARB has identified diesel engine exhaust particulate matter as the predominant TAC in California. Diesel particulate matter is emitted into the air by diesel-powered mobile vehicles, including heavy-duty diesel trucks, construction equipment, and passenger vehicles. Certain ROGs may also be designated as TACs."[110]

The MND includes an inaccurate calculation of the Project's air quality impacts by underestimating the vehicle miles traveled of the trucks ingressing and egressing the Project site. The MND provides:

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[104] *Kings Cty. Farm Bur. v. Hanford* (1990) 221 Cal.App.3d 692, 732.
[105] *Sierra Club v. State Bd. Of Forestry* (1994) 7 Cal.4th 1215, 1236.
[106] *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435.
[107] *Id.*; *Madera Oversight Coal., Inc. v. County of Madera* (2011) 199 Cal. App. 4th 48, 102.
[108] *Berkeley Jets*, 91 Cal.App.4th at 1355.
[109] Clark Comments, p. 8.
[110] City of Redlands, Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan, p. 3.3-4.

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> To determine emissions from trucks for the proposed industrial uses, the analysis incorporated the SCAQMD recommended truck trip length of 15.3 miles for 2-axle (LHDT1, LHDT2), 14.2 miles for 3-axle (MHDT) trucks, and 39.9 miles for 4+-axle (HHDT) trucks and weighting the average trip lengths using traffic trip percentages. The trip length function for the warehouse and the general light industrial uses has been conservatively calculated to 30.34 miles and 29.84 miles, respectively, with an assumption of 100% primary trips for the proposed industrial land uses.

According to the Air Quality Analysis[111] for the IS/MND, the SCAQMD recommended truck trip length of 40 (39.9) miles was incorporated in the CalEEMod analysis. Guidance from SCAQMD does not require a 40-mile truck trip, rather as stated in the SCAQMD's Final Environmental Assessment and Adoption of Proposed Rule 2305 – Warehouse Indirect Source Rule (WAIRE), the trip length for Class 8 trucks (heavy duty multi-axle trucks) are assumed to travel 39.9 miles per trip based on modeling conducted for the 2016 Regional Transportation Plan (RTP) from SCAG and the 2016 Air Quality Management Plan (AQMP).[112] SCAQMD has explained that this guidance is not intended to replace an analysis of actual truck trip distances to and from the ports.[113]

The MND's reliance on 39.9 miles per trip average is therefore misplaced. Contrary to the MND's assertion, the 40-mile trip length is not "required" by SCAQMD. It is a default average value recommended by SCAQMD for use in CalEEMod modeling in the absence of more specific data. CalEEMod explains that default values are only intended to be used "if site-specific information is not available."[114] And CEQA requires that significance determinations be "based to the extent possible on scientific and factual data."[115] The MND is inconsistent with this requirement because it lacks any evidence to support the assumption that truck trips to and from the Project site would be just 40 miles long. In particular, the MND does not identify any originating locations or destinations for the Project's

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[111] Urban Crossroads. 2023. 1101 California Warehouse Air Quality Impact Analysis, City of Redlands. Dated October 12, 2023. Pg. 42
[112] SCAQMD. 2021. BOARD MEETING DATE: MAY 7, 2021 AGENDA NO. 27 pg 815. http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf
[113] See 11/22/2023 SCAQMD letter to City of Fontana re: Draft Subsequent Environmental Impact Report for the Hemlock Warehouse Development Project (Proposed Project) (SCH No.: 2009091089), Hemlock FSEIR pp. 2-6 to 2-10, available at https://www.fontanaca.gov/DocumentCenter/View/43908/Hemlock-Final-SEIR-Feb-2024.
[114] CalEEMod Users Guide, p. 2, available at https://www.caleemod.com/documents/user-guide/CalEEMod_User_Guide_v2022.1.pdf.
[115] 14 CCR § 15064(b)(1).

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warehouse products which are 40 miles (or less) from the Project site. The MND therefore lacks substantial evidence to support its reliance on 40-mile truck trips.

The actual conditions of the Project potentially result in a far higher average truck trip.[116] CARE CA's expert Dr. Clark provided substantial evidence demonstrating that the nearest ports, which are common originating and destination locations for warehouse supply shipments, are at least 80 miles from the Project site, supporting a more reasonable conclusion that average truck trips would be 80 or more miles. As Dr. Clark explains, trucks are likely to travel to the Port of Long Beach and the Port of Los Angeles, which would result in a true truck trip of approximately 80 miles.[117] This would result in a nearly 200% longer trip than estimated in the air quality assessment in the MND.[118] This error results in a gross miscalculation of the Project's greenhouse gas, air quality, diesel particulate matter, and toxic air contaminant emissions associated with operation of the Project. The Project's impacts with respect to greenhouse gas emissions and air pollutant emissions will be nearly doubled, utilizing the correct trip length.[119] The vehicle emissions and greenhouse gas impacts associated with Project operation must be recalculated based on the higher average truck trip lengths.

Moreover, depending on the type of warehouse operation, the actual trip generation rate could be magnitudes greater than those assumed by the MND depending on the eventual tenant. An increased intensity of use would further compound the Project's VMT, air quality, and GHG impacts. The City must correct the estimated distance traveled by trucks and analyze the Project's impacts based on actual distances in a revised and recirculated FSEIR.

B. The MND Fails to Accurately Analyze or Mitigate the Project's Potentially Significant Air Quality Impacts

As discussed above, the air quality impact conclusions of the MND are based on an erroneous baseline that does not reflect existing conditions. The MND's air quality impact assessment is therefore not supported by substantial evidence.

The MND includes no mitigation to reduce air quality impacts associated with construction and operation of the Project, even though the Project results in significant air quality and public health impacts. Dr. Clark concludes that the Project results in significant air quality impacts from criteria and TAC pollutants

[116] Clark Comments, p. 12.
[117] *Id.*
[118] *Id.*
[119] *Id.*

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associated with yard equipment used on the Project site.[120] The MND provides, that as required by City of Redlands Ordinance No. 2955, a minimum of ninety percent (90%) of the on-site cargo handling equipment shall be zero emissions for new warehouse development project.[121] But, Dr. Clark found that the MND fails to account for the nearly 10% of on-site cargo handling equipment that will not be zero emission.[122] The non-zero emission on-site cargo handling equipment may result in significant criteria and toxic air pollutants, which were not analyzed or mitigated in the MND.[123] The MND's conclusion that air quality impacts are less than significant is therefore not supported by substantial evidence. Substantial evidence in Dr. Clark's comments supports a fair argument that the Project may result in a significant air quality impact from emissions of criteria and toxic pollutants from on-site motorized operational equipment.

C. The MND Fails to Accurately Analyze or Mitigate the Project's Construction and Operational Health Risk

Furthermore, Dr. Clark found that the Project results in a health risk impact which was not adequately analyzed or mitigated in the MND. Dr. Clark concluded that the health risk assessment relied on inappropriate breathing rates to artificially reduce the Project's potentially significant health risk impacts.[124] Dr. Clark calculated that the health risk estimate for ages 2 to 30 years is off by a factor of 1.3.[125] Utilizing the correct breathing rate, the Project's health risk impacts are significant and require mitigation in an EIR before the Project can be approved.

Further, the MND fails to account for potentially significant health risk impacts associated with building downwash effect. In order to assess the impact of project related emissions, the MND included air quality modeling utilizing AERMOD, which is used to assess near-field pollutant dispersion.[126] However, Dr. James Clark explains that the air dispersion model used for the health risk analysis ("HRA") for the construction and operational phases of the Project has a structural flaw that results in inaccurate estimates of the Project emissions within the community.

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[120] Clark Comments, p. 9.
[121] MND, Appendix A, p. 43; Redlands Municipal Code § 18.156.950.
[122] MND, Appendix A, p. 4 ["a minimum of ninety percent (90%) zero emission on-site cargo handling equipment."]
[123] Clark Comments, p. 9.
[124] *Id.*
[125] *Id.*
[126] *Id.*, Appendix A, p. 51.

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Dr. Clark reviewed the City's AERMOD modeling, and noted that the City's use of AERMOD does not account for the impact on emissions from building downwash, rendering the analysis inaccurate. Dr. Clark's comments explain that building downwash occurs as the wind flows over and around buildings and impacts the dispersion of pollution from nearby stacks.[127] A plume caught in the path of this flow is drawn into the wake, temporarily trapping it in a recirculating cavity. This downwash effect leads to higher ground-level concentration of chemicals. The downwash effect increases as the relative difference between the release height and top of the building increases. This effect is well-understood. For example, analysis and mitigation of downwash is discussed in Section 123 of the Clean Air Act.[128]

The MND completely fails to account for this impact in its AERMOD model, nor does it provide any justification why. Dr. Clark found that running the model without considering building downwash significantly underestimates the impacts of the project. [129]

When a standard, accepted methodology is available to assess a significant impact, an EIR must evaluate the impact unless a reasoned basis for not doing so is provided.[130] In *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs*, a court reviewed a DEIR's failure to analyze health risk from TAC exposure. The DEIR claimed that no methodology or standards of significance existed for assessing the health risk from TAC exposure.[131] The court determined that the lead agency abused its discretion, reasoning that the lead agency failed to consider, in good faith, comments from the public showing that it was feasible to analyze health risk from TAC exposure:[132]

> The Port has not cited us to any reasonably conscientious effort it took either to collect additional data or to make further inquiries of environmental or regulatory agencies having expertise in the matter.…At the very least, the documents submitted by the public raised substantial questions about the project's effects on the environment and the unknown health risks to the

[127] Clark Comments, p. 12.
[128] 42 U.S. Code § 7423 - Stack heights ("For purposes of this section, good engineering practice means, with respect to stack heights, the height necessary to insure that emissions from the stack do not result in excessive concentrations of any air pollutant in the immediate vicinity of the source as a result of atmospheric downwash, eddies or wakes which may be created by the source itself, nearby structures or nearby terrain obstacles").
[129] Clark Comments, p. 12.
[130] *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs* (2001) 91 CA4th 1344, 1370
[131] *Id.* at 1369.
[132] *Id.* at 1370.

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> area's residents...the Port has not offered any justification why more definitive information could not have been provided.

Here, the City failed to analyze a critical dispersion factor – building downwash – which affects the rate and severity of exposure to TACs, without explaining why. Dr. Clark's comments show that an AERMOD model can be run to account for building downwash. The City's failure to include this emission factor in its health risk analysis represents a failure to accurately to analyze and disclose the ground level concentration of DPM emissions generated by the Project. The MND must be withdrawn and EIR circulated to adequately analyze and mitigate Project health risk impacts.

The City must circulate an EIR which adequately analyzes all of the Project's potentially significant impacts, and require all feasible mitigation to reduce the Project's significant environmental and public health impacts to less than significant levels. Feasible mitigation includes, but is not limited to, the following:

1. Until construction of the Project is completed, Applicant shall require that all diesel off-road construction equipment must meet USEPA Tier 4 Final off-road emissions standards for equipment rated at 50 horsepower or greater wherever and whenever reasonably available. In the event that Tier 4 construction equipment is not available, the Applicant may utilize Tier 3 construction equipment outfitted with Best Available Control Technology ("BACT") devices, including but not limited to a CARB certified Level 3 Diesel Particulate Filters ("DPF").
2. All heavy-duty trucks entering the Project site shall be model year 2017 or later to the extent feasible, and in any event all heavy duty trucks entering the Project site shall be no earlier than model year 2014.
3. Provide EV capable infrastructure for a minimum of five medium-duty and/or heavy-duty trucks to accommodate future installation of medium-duty and/or heavy-duty EV charging stations.
4. Require that all outdoor cargo handling equipment (including yard trucks, yard goats, pallet jacks, and forklifts) shall be zero emission. The Project site shall include the necessary charging stations for electric cargo handling equipment.
5. Require 10-foot-high concrete screen wall encompassing the western parking lot and docking area.

These measures should be included a Mitigation Monitoring and Reporting Program in a legally adequate EIR circulated for public review and scrutiny before the Project can be approved.

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D. The MND Fails to Analyze Impacts Associated with the Kaiser Expansion

The MND makes no reference to impacts associated with the Project's proximity to the future expansion of the Kaiser Permanente Redlands Medical Offices. Kaiser Permanente Medical Offices is located approximately 358 feet north of the Project site.[133] Kaiser Permanente seeks to expand their Medical Offices facility at 1301 California Street into a full-service hospital through the Kaiser Permanente Medical Center Project ("Medical Center Project").[134] Phase I of the Medical Center Project will construct a 4-story 165,000 square foot Medical Office Building/Ambulatory Services Center and parking lots.[135] In Phase II, a 7-story 400,000 square foot hospital and a 2-story 35,000 square foot Central Utility Plant building would be constructed with accompanying parking structure and parking lots.[136]

City law requires that warehouse projects that abut neighborhoods, childcare centers, and hospitals require a ten-foot-high screen wall and extra landscaping.[137] Additionally, truck docks and entries must be oriented away from abutting sensitive receptor properties and parking lots must provide at least 35% shade cover.[138] Specifically, the Municipal Code provides that "Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any sensitive receptors. Sensitive receptors for purposes of this section shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, in-home daycares, ***hospitals***, ***long-term care facilities***, retirement and nursing homes, community centers, places of worship, parks (excluding trails), and dormitories."[139]

The Project does not comply with these requirements. The Project requires an 8-foot-high concrete screen wall encompassing the western parking lot and docking area, 8-foot-high security and maintenance fencing along the western boundary.[140] This may not be sufficient to reduce Project impacts to sensitive receptors at Kaiser when it is fully constructed. The City should require the Project to include a 10-foot-high screen wall to protect sensitive receptors at the future

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[133] MND, Appendix A, 1101 California Warehouse Air Quality Impact Analysis, p. 47.
[134] UltraSystems, UltraSystems to Provide Environmental Impact Report for Kaiser Permanente Development (Sept. 19, 2023), https://ultrasystems.com/kaiser-permanente-development/.
[135] *Id.*
[136] *Id.*
[137] Redlands Municipal Code § 18.156.930.
[138] Redlands Municipal Code § 18.156.930(D).
[139] *Id.* at § 18.156.930(A) (emphasis added).
[140] MND, p. 2.

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Kaiser Permanente Medical Center from potentially significant noise and air pollution associated with operation of the trucks and equipment on the Project site.

VI. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT NOISE IMPACTS

As detailed above, the MND fails to include an accurate baseline against which to analyze the Project's noise impacts. Noise and vibration impacts may therefore be underestimated. Further, substantial evidence supports a fair argument that noise and vibration impacts may be significant and require mitigation in an EIR circulated for public review before the Project can lawfully be approved.

A. The MND Fails to Adequately Analyze Operational Noise Impacts

Mr. Meighan determined that the MND fails to adequately analyze the Project's operational noise emissions. Mr. Meighan concludes that "Day-to-day operational noise levels are not discussed in the MND at all. Typical sources from a warehouse project can include loading dock noise, rooftop mechanical noise, and parking lot noise, among other sources. These can combine to increase ambient noise levels and can be more sensitive than construction noise due to the more permanent nature of the duration."[141]

Section 8.06.080 of the Redlands Municipal Code provides that no entity can "operate or cause to be operated any source of sound, or allow the creation of any noise, which causes the noise level when measured inside a neighboring receiving occupied building to exceed" the standard of 60 dBA for industrial buildings.[142] For example, rooftop commercial HVAC units may reach as high as 88 dBA at a 3 feet reference level, in which case three of these units could exceed the industrial interior noise limit of 60 dBA set in section 8.06.080 at 140 feet away (the distance between the project and the nearest façade to the west).[143] Operation of the Project's HVAC system may result in potentially significant noise impacts, and must be analyzed and mitigated in an EIR.

[141] Meighan Comments, p. 3.
[142] *Id.*
[143] *Id.*

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B. Project Construction May Result in Potentially Significant Vibration Impacts

Mr. Meighan calculates that the use of a vibratory roller, operated at the western property line, would create a vibration level of 0.016 in/sec.[144] This would result in an exceedance of Municipal Code thresholds.[145] Construction may therefore result in a significant vibration impact which must be analyzed and mitigated in an EIR circulated for public review and scrutiny before the Project can be approved.

VII. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT CUMULATIVE IMPACTS

The MND's conclusion that the Project would have a less than significant impact related to cumulatively considerable impacts, is not supported by substantial evidence.[146] "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects."[147] The MND asserts without substantial evidence that the Project would not result in a cumulatively considerable environmental impact.[148] But, the MND fails to analyze any "past projects…current projects, and the effects of probable future projects" in determining the cumulative significance of the Project.[149]

CEQA requires lead agencies to conduct an analysis of "past projects, the effects of other current projects, and the effects of probable future projects."[150] The MND fails to include any list of past, present, or future projects which may result in cumulatively considerable air quality, public health, and greenhouse gas emissions.

The Project site is surrounded by heavy industrial uses on all sides. Dr. Clark concludes that the MND fails to adequately analyze the cumulative impacts of the Project because the MND fails to identify all nearby projects, fails to compile

[144] Meighan Comments, pp. 3-4
[145] Redlands Municipal Code § 8.06.090(G).
[146] MND, p. 66.
[147] MND, p. 65; CEQA Guidelines Appendix G.
[148] MND, p. 65.
[149] *Id.*
[150] CEQA Guidelines Appendix G.

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cumulative emissions, and fails to estimate cumulative health impacts to on-site and off-site workers.[151]

Dr. Clark calculated that the Project Site is located in the vicinity (3 kilometers of the Project Site) of 81 existing warehouse projects with another 3 projects approved.[152] The 81 existing projects represent 27,000,0000 square feet of floor space and account for 18,000 daily truck trips.[153] Collectively, these projects release 24.9 pounds of diesel particulate matter and 2,804 pounds of oxides of nitrogen (NOx – a precursor to smog formation) daily.[154] The three additional projects will add another 600,000 square feet of warehouse space to the area.

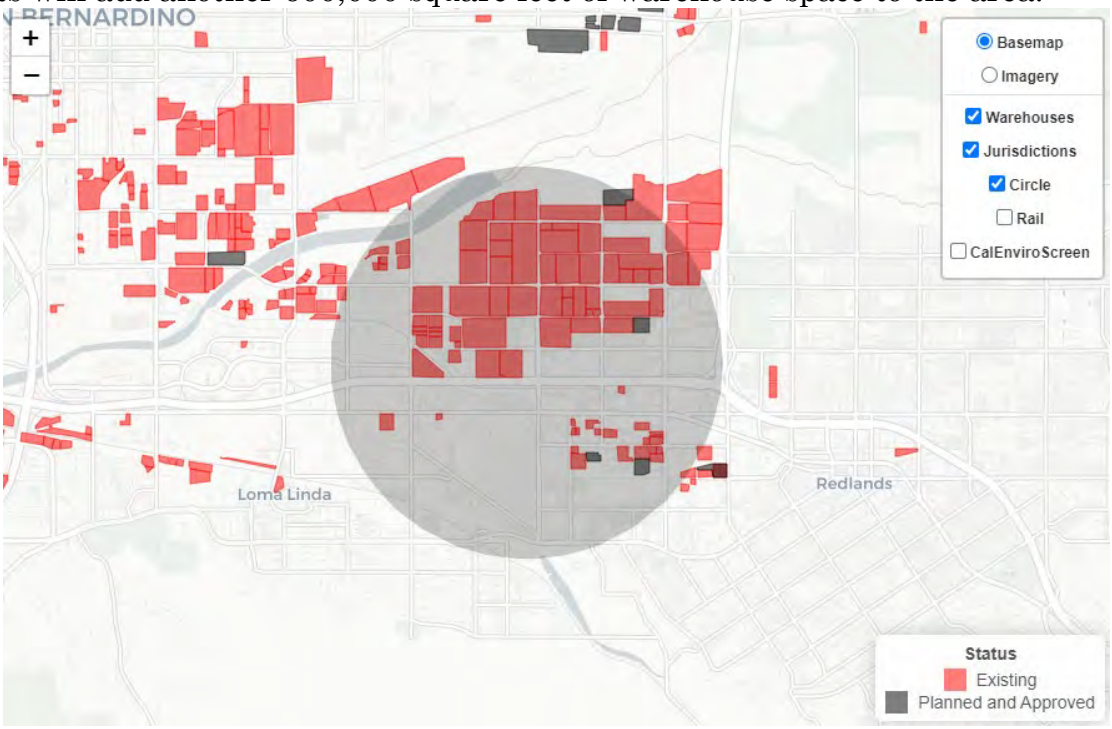


Figure 1: Existing And Planned Warehouse Projects Within 3 km Of Project Site

Dr. Clark cites to SCAQMD's MATES V study which found that the risk from air contaminants in the area surround the Project site is approximately 401 in 1,000,000 (well above the U.S. EPA's risk management range of 1 to 100 in 1,000,000).[155] The Project will contribute additional emissions, exacerbating this

[151] Clark Comments, p. 6.
[152] Clark Comments, p. 4.
[153] *Id.*
[154] *Id.*
[155] Clark Comments, p. 4.

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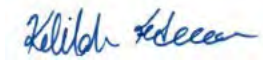
risk and resulting in a potentially significant cumulative air quality and public health impact that the MND fails to disclose.

Substantial evidence therefore supports a fair argument that the Project may result in potentially significant cumulative impacts. The City must prepare an EIR which adequately analyzes and mitigates the Project's potentially significant cumulative impacts before the Project can lawfully be approved.

VIII. CONCLUSION

The City should withdraw the MND and direct staff to prepare an EIR. As described in detail above and in attached expert reports, substantial evidence supports of a fair argument that the Project poses a significant and unmitigated risk to the public due to unmitigated construction and operational air quality, health risk, greenhouse gas emissions, noise, land use and cumulative impacts.

Sincerely,

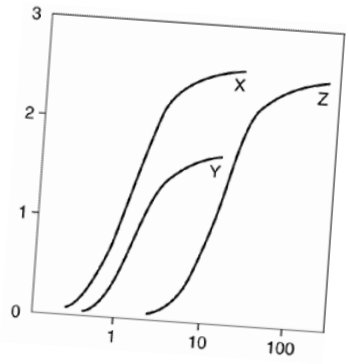


Kelilah D. Federman

Attachments
KDF:acp

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EXHIBIT A



Clark & Associates
Environmental Consulting, Inc.

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April 29, 2024

Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080

Attn: Ms. Kelilah D. Federman

Subject: Comment Letter on Initial Study For 1101 California Street Warehouse, City of Redlands, California

Dear Ms. Federman:

At the request of Adams Broadwell Joseph & Cardozo (ABJC), Clark and Associates (Clark) has reviewed materials related to the above referenced project.

Clark's review of the materials in no way constitutes a validation of the conclusions or materials contained within the IS/MND. If we do not comment on a specific item, this does not constitute acceptance of the item.

Project Description:

The Proposed Project consists of a new 357,610 square-foot warehouse development located directly north of Interstate 10 (I-10) and the California Street westbound on-ramp. Access to the Project Site would be available via two proposed driveways to the north on Lugonia Avenue and two driveways to the east on California Street. The Proposed Project would include 47 dock doors, 396 parking spaces, driveway improvements, updated security fencing, and improved landscaped areas. Demolition activities would include removal of remaining concrete paving and k-rails, the remains of former

amusement park attractions, and landscaping left from prior development.

According to the IS/MND, the building would be a concrete tilt-up building, consisting of a concrete slab-on grade floor and a shallow foundation system. The maximum building height would be 49 feet from grade. The MND states that it is anticipated that future items to be stored for distribution would include non-hazardous, non-flammable products on high-pile storage pallet racking and shelving, but does not include binding conditions to this effect.

The Project Site includes two parcels, APNs 0292-033-11 and -13, encompassing approximately 16 acres. The site was formerly developed as the Splash Kingdom amusement park,



Figure 1: Proposed Site Location

which was demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures.

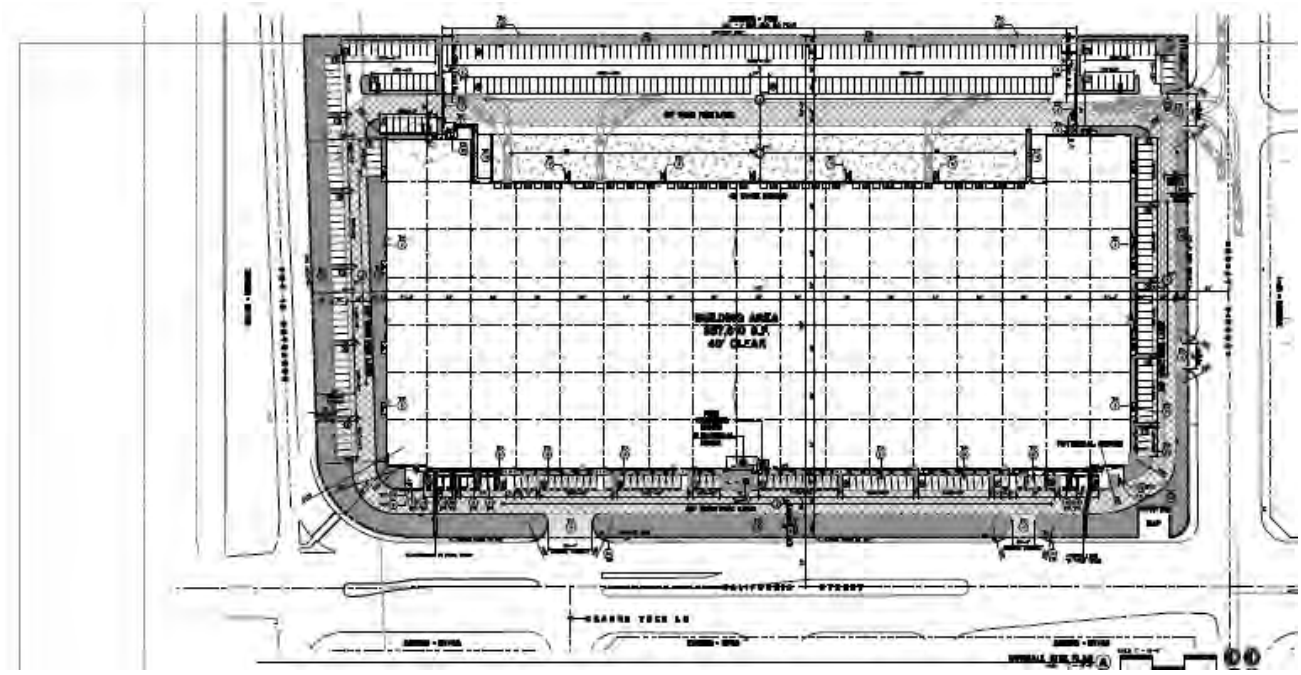


Figure 2: Project Site Plan

The IS/MND concludes that no mitigation is required to prevent impacts from the project on air quality in the area. This conclusion is in conflict with the facts provided within the IS/MND.

Specific Comments:

1. The Air Quality Study and the Greenhouse Gas Analysis Incorrectly Assume An Existing Source Of Emissions From The Project Site. The Amusement Park Onsite Was Abandoned In 2021.

Both the Air Quality and Greenhouse Gases Analyses of the Project assume that an existing source of emissions is currently onsite. According to the IS/MND, the site was formerly developed as the Splash Kingdom amusement park, which was closed in 2018, and partially demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures.

No sources of emissions are currently operational at the Project Site.

Table 3
Summer Operational Emissions Summary
(Pounds Max Per Day)

Source	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Mobile Source	3.05	19.40	43.55	0.22	12.33	3.39
Area Source	10.73	0.13	15.55	0.00	0.03	0.02
Total Maximum Daily Emissions	**13.78**	**19.54**	**59.10**	**0.22**	**12.36**	**3.41**
Existing Emissions	6.21	7.49	71.59	0.16	13.52	3.51
Net Emissions (Proposed – Existing)	**7.57**	**12.04**	**-12.48**	**0.06**	**-1.16**	**-0.10**
SCAQMD Regional Threshold (lbs/day)	55	55	550	150	150	55
Exceed Threshold	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022

Figure 3: AQ Analysis Of Project Emissions

Table 6
Project GHG Emissions

Emission Source	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e
Annual construction-related emissions amortized over 30 years	27.47	0.0	0.0	0.02	28.10
Mobile Source	3,072.72	0.20	0.34	4.31	3,183.19
Area Source	7.25	0.00	0.00	0.00	7.28
Water Usage	116.44	2.70	0.06	0.00	203.26
Waste	31.91	3.19	0.00	0.00	111.64
Refrigerants	0.00	0.00	0.00	1.11	1.11
Total CO2e (All Sources)	**3,534.58**				
Existing Emissions	2,228.88				
Net Emissions (Proposed – Existing)	**1,305.70**				

Figure 4: GHG Analysis of Project Emissions

The MND's omission of the "existing" emissions from the shuttered water park in the AQ and GHG analyses presents a skewed view of the Project emissions which underestimates actual emissions. The City's analysis is therefore incomplete, and the MND's conclusion that the Project's air quality impacts would be less than significant is unsupported. These errors must be corrected in an environmental impact report for the Project.

2. The Cumulative Analysis Presented In The IS/MND Fails To Account For A Large Number Of Existing Warehouses Within The Immediate Vicinity Of The Project And The Cumulative Degradation of Regional And Local Air Quality.

The Project Site is located in the vicinity (3 kilometers of the Project Site) of 81 existing warehouse projects with another 3 projects approved. The 81 existing projects represent 27,000,0000 square feet of floor space and account for 18,000 daily truck trips. They release 24.9 pounds of diesel particulate matter[1] and 2,804 pounds of oxides of nitrogen (NOx – a precursor to smog formation) daily. The three additional projects will add another 600,000 square feet of warehouse space to the area. The proposed Project will contribute additional air pollutants during construction and operation.

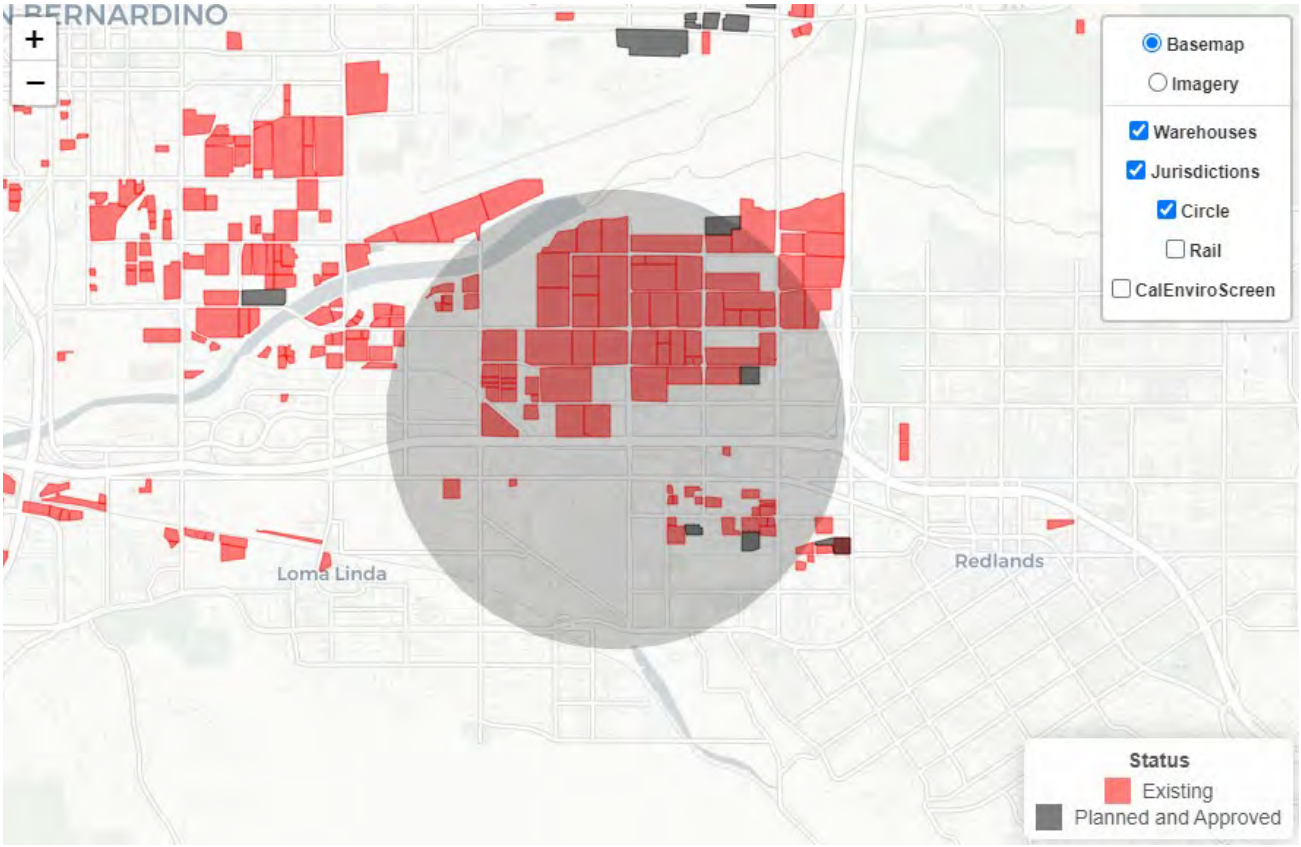


Figure 5: Existing And Planned Warehouse Projects Within 3 km Of Project Site

According the SCAQMD's MATES V study, the existing health risk from air contaminants in the area surrounding the Project site is approximately 401 in 1,000,000 (well above the U.S. EPA's risk management range of 1 to 100 in 1,000,000). The largest fraction of that risk is from exposure to diesel particulate matter (DPM). DPM emitted during Project construction and operation will exacerbate this risk.

[1] Warehouse Cumulative Impact Tool for Community (CITY). 2024. https://radicalresearch.shinyapps.io/WarehouseCITY/ accessed 4/25/2024.

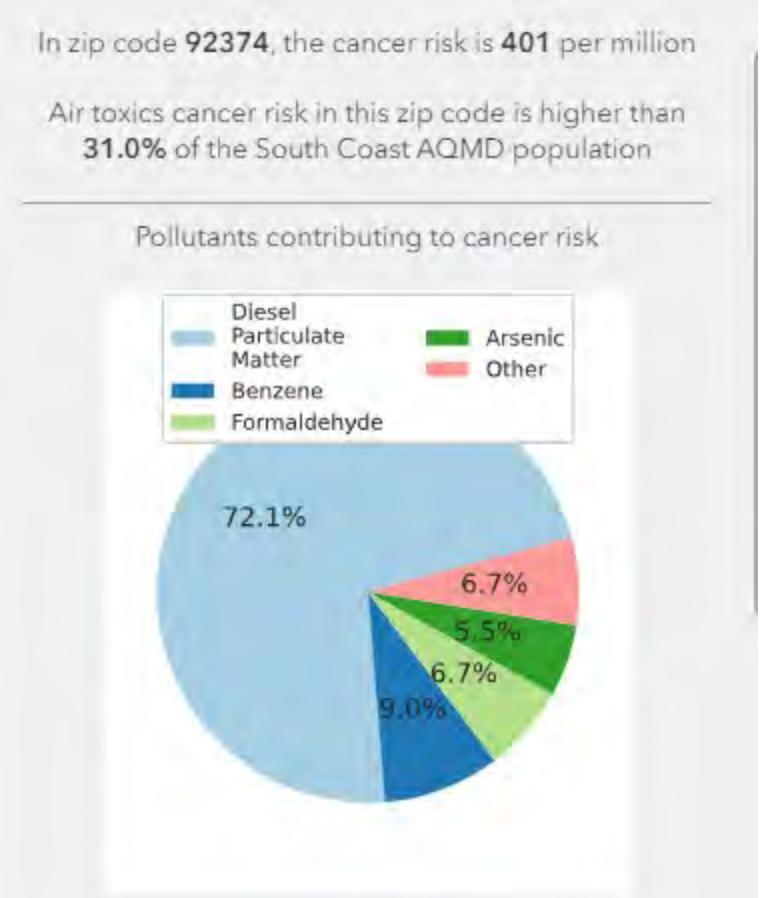


Figure 6: Risk From Air Toxins In Redlands (MATES V Study)

The Cumulative Analysis of GHG and AQ emissions for the Project states, without support, that the Proposed Project would not cause adverse impacts on humans, either directly or indirectly. It is clear from the analysis above that the Project will add to the already heavily impacted regional problem of NOx and toxic air contaminants (TACs). The Project should be evaluated in an EIR to assure the public that the cumulative air quality and health impacts from the Project have been fully evaluated and mitigated.

3. The Air Quality Analysis And Greenhouse Gas Analysis Of Operational Emissions Is Incomplete And Fails To Include Emissions From The Fire Pump System and Generators That Will Be Installed Onsite.

According to the Air Quality Analysis prepared for the Project, operational emissions were calculated using the CalEEMOD (Version 2022.1) software. Included in the analysis are area source

emissions and mobile source emissions. Not included in the analysis are emissions from the fire flow pump system or the back-up generator that will need to be installed. Under the City of Redlands Building and Construction Code (15.20.540) Section 914.12.5, distribution warehouses greater than 50,000 square feet, are required to have a standby power generator and fire pump system. In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power. Both sources would add to the total amount of TACs, specifically DPM, that will be released from the site.


5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual He

Figure 7: CalEEMod Assumptions

The analyses are therefore incomplete and must be corrected in an environmental impact (EIR) report for the Project.

4. The AQ Study States That The Project Will Operate 24 Hours Per Day, 7 Days A Week And That 90% Of The Cargo Handling Equipment Operating Onsite Will Be Zero Emission. No Analysis or Restrictive Conditions Are Included in the MND to Support this Assumption and There is No Analysis of Emissions from the 10% Of Cargo Handling Equipment That Are Assumed Not to Be Zero-Emission.

The Air Quality Study assumes the Project will be able to operate continuously and that the greatest percentage of cargo handling equipment (e.g., forklifts, pallet jacks, yard goats) will be zero emission.[2]

The CalEEMOD analysis supplied in the AQ Study portion of the IS/MND does not include emissions from the remaining non-zero emission yard equipment. The AQ study therefore assumes, without support, that the Project would utilize exclusively zero emission equipment and is missing a

[2] See Air Quality Study, Appendix A, p. 43.

potentially significant source of criteria and toxic pollutants. This oversite must be addressed in a revised air quality study in an EIR for the Project.

5. The Health Risk Analysis Incorporates Non-Standard Daily Breathing Rates For Sensitive Receptors Analyzed In The HRA.

According to the IS/MND, a health risk assessment was prepared in accordance with SCAQMD's guidance. For purposes of this Health Risk Assessment[3], receptors include both residential and non-residential (worker, school children) land uses in the vicinity of the Project. The methodology used in the HRA is inconsistent with regulatory agency guidance, including South Coast AQMD and the Office of Environmental Health Hazard Assessment recommended guidance,[4] and is not supported by any substantial evidence in the record.

While reviewing the input values utilized in the HRA, it is clear that the analysis utilized a variety of daily breathing rates that are favorable to reducing the potential health impacts. The HRA states that "Discrete variants for daily breathing rates, exposure frequency, and exposure duration were obtained from relevant distribution profiles presented in the 2015 OEHHA Guidelines."[5] The values listed in Table 2-7 include both the 95 percent upper confidence limit (95% UCL) values (for age in eutero exposure and age 0 to 2) and the 80th percentile values for the remaining age groups (age 2 to 16 and age 16 to 30). The risk estimate for ages 2 to 30 is off by a factor of 1.3. Utilizing the correct breathing rate, the health risk impacts are significant and require mitigation.

[3] Urban Crossroads. 2023. 1101 California Warehouse Mobile Source Health Risk Assessment, City of Redlands. Dated October 12, 2023. Pg 20

[4] Urban Crossroads. 2023. 1101 California Warehouse Mobile Source Health Risk Assessment, City of Redlands. Dated October 12, 2023. Pg 19

[5] Urban Crossroads. 2023. 1101 California Warehouse Mobile Source Health Risk Assessment, City of Redlands. Dated October 12, 2023. Pg 20

TABLE 2-7: EXPOSURE ASSUMPTIONS FOR INDIVIDUAL CANCER RISK (30 YEAR RESIDENTIAL)

Age	Daily Breathing Rate (L/kg-day)	Age Specific Factor	Exposure Duration (years)	Fraction of Time at Home	Exposure Frequency (days/year)	Exposure Time (hours/day)
-0.25 to 0	361	10	0.25	0.85	350	24
0 to 2	1,090	10	2	0.85	350	24
2 to 16	572	3	14	0.72	350	24
16 to 30	261	1	14	0.73	350	24

Figure 8: Daily Breathing Rates Utilized In HRA

The 2015 Air Toxic Hot Spots Program Guidance Manual [6], notes that residential estimates, use 95th percentile breathing rates in Table 5.6. Table 5.6 shows values of 745 L/kg BW-day for children age 2 to 16 and 335 L/kg BW-day for adults age 16 to 30.

Table 5.6 Point Estimates of Residential Daily Breathing Rates for 3rd trimester, 0<2, 2<9, 2<16, 16<30 and 16-70 years (L/kg BW-day)

	3rd Trimester[a]	0<2 years	2<9 years	2<16 years	16<30 years	16<70 years
	L/kg-day					
Mean	225	658	535	452	210	185
95th Percentile	361	1090	861	745	335	290

[a] 3rd trimester **breathing rates** based on breathing rates of pregnant women using the assumption that the dose to the fetus during the 3rd trimester is the same as that to the mother.

The City's analysis is therefore incomplete and must be corrected in an environmental impact report for the Project.

6. The Air Quality Analysis Did Not Incorporate Building Downwash In The AERMOD Analysis.

A review of the Mobile Source Health Risk Assessment show that building downwash was not incorporated into the AERMOD analysis of the Project. According to the Project description, the maximum building height would be 49 feet from grade. Building downwash occurs as the wind flows over and around buildings and impacts the dispersion of pollution from nearby stacks. A plume caught in the path of this flow is drawn into the wake, temporarily trapping it in a recirculating cavity. This

[6] Office of Environmental Health Hazard Assessment, Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments, February 2015, http://oehha.ca.gov/air/hot_spots/hotspots2015.html

downwash effect leads to higher ground-level concentration of chemicals emitted from sources. The downwash effect increases as the relative difference between the release height and top of the building increases.[7] Using a lower height for the building will underestimate the potential ground level concentrations of pollutants associated with the Project operation.

For the closest receptors to the site, this difference will create an additional air quality impact that is not accounted for in the HRA. In addition to incorporating the building downwash impacts of the Project buildings, the AERMOD model should also incorporate the building downwash for receptors near the Project site. Receptors farther away will still be subject to the downwash effect given the assumed emission height release incorporated into the model. Guidance from authoritative bodies in California regarding the preparation of health risk assessments of mobile sources of diesel emissions[8] requires the inclusion of building heights and dimensions for building downwash calculations. Omission of the building downwash effect underestimates the exposure point concentrations for receptors near the building(s). This error should be addressed in an EIR for the Project.

7. The IS/MND Underestimates Average Truck Trip Lengths; the 40 Miles Used In The Air Quality Analysis Does Not Match The Actual Length(s) To The Ports of Los Angeles and Long Beach.

According to the Air Quality Analysis[9] for the IS/MND, the SCAQMD recommended truck trip length of 40 (39.9) miles was incorporated in the CalEEMod analysis. Guidance from SCAQMD does not require a 40-mile truck trip, rather as stated in the SCAQMD's Final Environmental Assessment and Adoption of Proposed Rule 2305 – Warehouse Indirect Source Rule (WAIRE), the trip length for Class 8 trucks (heavy duty multi-axle trucks) are assumed to travel 39.9 miles per trip

[7] The so-called good engineering practice height (GEP) of the source. The GEP is defined in Section 123 of the Clean Air Act as "the height necessary to ensure that emissions from a stack do not result in excessive concentrations of any air pollutant in the immediate vicinity of the source as a result of atmospheric downwash, eddies or wakes which may be created by the source itself, nearby structures or nearby terrain obstacles."

[8] SCAQMD. 2003. Health Risk Assessment Guidance For Analyzing Cancer Risks From Mobile Source Diesel Emissions. August, 2003. Page 2.

[9] Urban Crossroads. 2023. 1101 California Warehouse Air Quality Impact Analysis, City of Redlands. Dated October 12, 2023. Pg. 42

based on modeling conducted for the 2016 Regional Transportation Plan (RTP) from SCAG and the 2016 Air Quality Management Plan (AQMP).[10] SCAQMD has explained that this guidance is not intended to replace an analysis of actual truck trip distances to and from the ports.[11] The Air Quality Analysis also states that the trip length function for the warehouse and the general light industrial uses has been conservatively calculated to 30.34 miles and 29.84 miles, respectively, with an assumption of 100% primary trips for the proposed industrial land uses. [12]

The IS/MND's misinterpretation of the averaged value from SCAG's model is another example of how the City's assumption are unsupported. The IS/MND's reliance on the 40-mile trip length does not comport with the reality of where warehoused materials will ship from in the region. The 40-mile distance is insufficient to allow vehicles to travel to the major ports in the Southern California region – Los Angeles and Long Beach. It is also inconsistent with average truck trip lengths assumed in other County CEQA documents for similar warehouse projects. A review of the path length from the Project Site to the Port of Long Beach (closest port to Project Site) shows that the true trip length is approximately 80 miles (approximately 200% longer than the assumed 40-mile trip length).

This error must be corrected in an EIR that accurately calculates emissions using fact-based, reasonably foreseeable truck trip lengths which include actual distances to and from the ports. As SCAQMD has explained, "Tailoring these parameters and assumptions to be based on project-specific data will ensure a more accurate assessment of emissions, accounting for the unique circumstances and logistical realities of the Proposed Project."[13]

Conclusion

[10] SCAQMD. 2021. BOARD MEETING DATE: MAY 7, 2021 AGENDA NO. 27 pg 815. http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf

[11] See 11/22/2023 SCAQMD letter to City of Fontana re: Draft Subsequent Environmental Impact Report for the Hemlock Warehouse Development Project (Proposed Project) (SCH No.: 2009091089), Hemlock FSEIR pp. 2-6 to 2-10, available at https://www.fontanaca.gov/DocumentCenter/View/43908/Hemlock-Final-SEIR-Feb-2024.

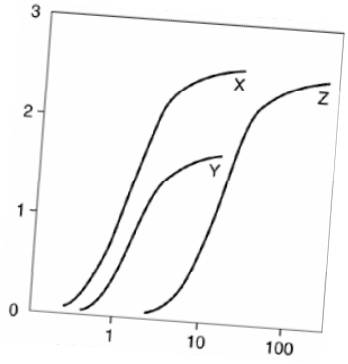
[12] ibid

[13] *Id.*

The facts identified and referenced in this comment letter lead me to reasonably conclude that the Project could result in significant impacts if allowed to proceed. An EIR should be prepared to address these substantial concerns.

Sincerely,





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James J. J. Clark, Ph.D.

Principal Toxicologist

Toxicology/Exposure Assessment Modeling

Risk Assessment/Analysis/Dispersion Modeling

Education:

Ph.D., Environmental Health Science, University of California, 1995

M.S., Environmental Health Science, University of California, 1993

B.S., Biophysical and Biochemical Sciences, University of Houston, 1987

Professional Experience:

Dr. Clark is a well recognized toxicologist, air modeler, and health scientist. He has 20 years of experience in researching the effects of environmental contaminants on human health including environmental fate and transport modeling (SCREEN3, AEROMOD, ISCST3, Johnson-Ettinger Vapor Intrusion Modeling); exposure assessment modeling (partitioning of contaminants in the environment as well as PBPK modeling); conducting and managing human health risk assessments for regulatory compliance and risk-based clean-up levels; and toxicological and medical literature research.

Significant projects performed by Dr. Clark include the following:

LITIGATION SUPPORT

Case: James Harold Caygle, et al, v. Drummond Company, Inc. Circuit Court for the Tenth Judicial Circuit, Jefferson County, Alabama. Civil Action. CV-2009

Client: Environmental Litgation Group, Birmingham, Alabama

Dr. Clark performed an air quality assessment of emissions from a coke factory located in Tarrant, Alabama. The assessment reviewed include a comprehensive review of air quality standards, measured concentrations of pollutants from factory, an inspection of the facility and detailed assessment of the impacts on the community. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Rose Roper V. Nissan North America, et al. Superior Court of the State Of California for the County Of Los Angeles – Central Civil West. Civil Action. NC041739

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to multiple chemicals, including benzene, who later developed a respiratory distress. A review of the individual's medical and occupational history was performed to prepare an exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to respiratory irritants. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: O'Neil V. Sherwin Williams, et al. United States District Court Central District of California

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to petroleum distillates who later developed a bladder cancer. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Summary judgment for defendants.

Case: Moore V., Shell Oil Company, et al. Superior Court of the State Of California for the County Of Los Angeles

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to chemicals while benzene who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Raymond Saltonstall V. Fuller O'Brien, KILZ, and Zinsser, et al. United States District Court Central District of California

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to benzene who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Richard Boyer and Elizabeth Boyer, husband and wife, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-7G.

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of a family exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: JoAnne R. Cook, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-9R

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of an individual exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Patrick Allen And Susan Allen, husband and wife, and Andrew Allen, a minor, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-W

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of a family exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Michael Fahey, Susan Fahey V. Atlantic Richfield Company, et al. United States District Court Central District of California Civil Action Number CV-06 7109 JCL.

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to refined petroleum hydrocarbons who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Constance Acevedo, et al., V. California Spray-Chemical Company, et al., Superior Court of the State Of California, County Of Santa Cruz. Case No. CV 146344

Dr. Clark performed a comprehensive exposure assessment of community members exposed to toxic metals from a former lead arsenate manufacturing facility. The former manufacturing site had undergone a DTSC mandated removal action/remediation for the presence of the toxic metals at the site. Opinions were presented regarding the elevated levels of arsenic and lead (in attic dust and soils) found throughout the community and the potential for harm to the plaintiffs in question.

Case Result: Settlement in favor of defendant.

Case: Michael Nawrocki V. The Coastal Corporation, Kurk Fuel Company, Pautler Oil Service, State of New York Supreme Court, County of Erie, Index Number I2001-11247

Client: Richard G. Berger Attorney At Law, Buffalo, New York

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to refined petroleum hydrocarbons who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the

known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Judgement in favor of defendant.

SELECTED AIR MODELING RESEARCH/PROJECTS

Client – Confidential

Dr. Clark performed a comprehensive evaluation of criteria pollutants, air toxins, and particulate matter emissions from a carbon black production facility to determine the impacts on the surrounding communities. The results of the dispersion model will be used to estimate acute and chronic exposure concentrations to multiple contaminants and will be incorporated into a comprehensive risk evaluation.

Client – Confidential

Dr. Clark performed a comprehensive evaluation of air toxins and particulate matter emissions from a railroad tie manufacturing facility to determine the impacts on the surrounding communities. The results of the dispersion model have been used to estimate acute and chronic exposure concentrations to multiple contaminants and have been incorporated into a comprehensive risk evaluation.

Client – Los Angeles Alliance for a New Economy (LAANE), Los Angeles, California

Dr. Clark is advising the LAANE on air quality issues related to current flight operations at the Los Angeles International Airport (LAX) operated by the Los Angeles World Airport (LAWA) Authority. He is working with the LAANE and LAX staff to develop a comprehensive strategy for meeting local community concerns over emissions from flight operations and to engage federal agencies on the issue of local impacts of community airports.

Client – City of Santa Monica, Santa Monica, California

Dr. Clark is advising the City of Santa Monica on air quality issues related to current flight operations at the facility. He is working with the City staff to develop a comprehensive strategy for meeting local community concerns over emissions from flight operations and to engage federal agencies on the issue of local impacts of community airports.

Client: Omnitrans, San Bernardino, California

Dr. Clark managed a public health survey of three communities near transit fueling facilities in San Bernardino and Montclair California in compliance with California Senate Bill 1927. The survey included an epidemiological survey of the effected communities, emission surveys of local businesses, dispersion modeling to determine potential emission concentrations within the communities, and a comprehensive risk assessment of each community. The results of the study were presented to the Governor as mandated by Senate Bill 1927.

Client: Confidential, San Francisco, California

Summarized cancer types associated with exposure to metals and smoking. Researched the specific types of cancers associated with exposure to metals and smoking. Provided causation analysis of the association between cancer types and exposure for use by non-public health professionals.

Client: Confidential, Minneapolis, Minnesota

Prepared human health risk assessment of workers exposed to VOCs from neighboring petroleum storage/transport facility. Reviewed the systems in place for distribution of petroleum hydrocarbons to identify chemicals of concern (COCs), prepared comprehensive toxicological summaries of COCs, and quantified potential risks from carcinogens and non-carcinogens to receptors at or adjacent to site. This evaluation was used in the support of litigation.

Client – United Kingdom Environmental Agency

Dr. Clark is part of team that performed comprehensive evaluation of soil vapor intrusion of VOCs from former landfill adjacent residences for the United Kingdom's Environment

Agency. The evaluation included collection of liquid and soil vapor samples at site, modeling of vapor migration using the Johnson Ettinger Vapor Intrusion model, and calculation of site-specific health based vapor thresholds for chlorinated solvents, aromatic hydrocarbons, and semi-volatile organic compounds. The evaluation also included a detailed evaluation of the use, chemical characteristics, fate and transport, and toxicology of chemicals of concern (COC). The results of the evaluation have been used as a briefing tool for public health professionals.

EMERGING/PERSISTENT CONTAMINANT RESEARCH/PROJECTS

Client: Ameren Services, St. Louis, Missouri

Managed the preparation of a comprehensive human health risk assessment of workers and residents at or near an NPL site in Missouri. The former operations at the Property included the servicing and repair of electrical transformers, which resulted in soils and groundwater beneath the Property and adjacent land becoming impacted with PCB and chlorinated solvent compounds. The results were submitted to U.S. EPA for evaluation and will be used in the final ROD.

Client: City of Santa Clarita, Santa Clarita, California

Dr. Clark is managing the oversight of the characterization, remediation and development activities of a former 1,000 acre munitions manufacturing facility for the City of Santa Clarita. The site is impacted with a number of contaminants including perchlorate, unexploded ordinance, and volatile organic compounds (VOCs). The site is currently under a number of regulatory consent orders, including an Immanent and Substantial Endangerment Order. Dr. Clark is assisting the impacted municipality with the development of remediation strategies, interaction with the responsible parties and stakeholders, as well as interfacing with the regulatory agency responsible for oversight of the site cleanup.

Client: Confidential, Los Angeles, California

Prepared comprehensive evaluation of perchlorate in environment. Dr. Clark evaluated the production, use, chemical characteristics, fate and transport, toxicology, and remediation of perchlorate. Perchlorates form the basis of solid rocket fuels and have recently been detected in water supplies in the United States. The results of this research

were presented to the USEPA, National GroundWater, and ultimately published in a recent book entitled *Perchlorate in the Environment.*

Client – Confidential, Los Angeles, California

Dr. Clark is performing a comprehensive review of the potential for pharmaceuticals and their by-products to impact groundwater and surface water supplies. This evaluation will include a review if available data on the history of pharmaceutical production in the United States; the chemical characteristics of various pharmaceuticals; environmental fate and transport; uptake by xenobiotics; the potential effects of pharmaceuticals on water treatment systems; and the potential threat to public health. The results of the evaluation may be used as a briefing tool for non-public health professionals.

PUBLIC HEALTH/TOXICOLOGY

Client: Brayton Purcell, Novato, California

Dr. Clark performed a toxicological assessment of residents exposed to methyl-tertiary butyl ether (MTBE) from leaking underground storage tanks (LUSTs) adjacent to the subject property. The symptomology of residents and guests of the subject property were evaluated against the known outcomes in published literature to exposure to MTBE. The study found that residents had been exposed to MTBE in their drinking water; that concentrations of MTBE detected at the site were above regulatory guidelines; and, that the symptoms and outcomes expressed by residents and guests were consistent with symptoms and outcomes documented in published literature.

Client: Confidential, San Francisco, California

Identified and analyzed fifty years of epidemiological literature on workplace exposures to heavy metals. This research resulted in a summary of the types of cancer and non-cancer diseases associated with occupational exposure to chromium as well as the mortality and morbidity rates.

Client: Confidential, San Francisco, California

Summarized major public health research in United States. Identified major public health research efforts within United States over last twenty years. Results were used as a briefing tool for non-public health professionals.

Client: Confidential, San Francisco, California

Quantified the potential multi-pathway dose received by humans from a pesticide applied indoors. Part of team that developed exposure model and evaluated exposure concentrations in a comprehensive report on the plausible range of doses received by a specific person. This evaluation was used in the support of litigation.

Client: Covanta Energy, Westwood, California

Evaluated health risk from metals in biosolids applied as soil amendment on agricultural lands. The biosolids were created at a forest waste cogeneration facility using 96% whole tree wood chips and 4 percent green waste. Mass loading calculations were used to estimate Cr(VI) concentrations in agricultural soils based on a maximum loading rate of 40 tons of biomass per acre of agricultural soil. The results of the study were used by the Regulatory agency to determine that the application of biosolids did not constitute a health risk to workers applying the biosolids or to residences near the agricultural lands.

Client – United Kingdom Environmental Agency

Oversaw a comprehensive toxicological evaluation of methyl-*tertiary* butyl ether (M*t*BE) for the United Kingdom's Environment Agency. The evaluation included available data on the production, use, chemical characteristics, fate and transport, toxicology, and remediation of M*t*BE. The results of the evaluation have been used as a briefing tool for public health professionals.

Client – Confidential, Los Angeles, California

Prepared comprehensive evaluation of *tertiary* butyl alcohol (TBA) in municipal drinking water system. TBA is the primary breakdown product of M*t*BE, and is suspected to be the primary cause of M*t*BE toxicity. This evaluation will include available information on the production, use, chemical characteristics, fate and transport in the environment, absorption, distribution, routes of detoxification, metabolites, carcinogenic potential, and remediation of TBA. The results of the evaluation were used as a briefing tool for non-public health professionals.

Client – Confidential, Los Angeles, California

Prepared comprehensive evaluation of methyl *tertiary* butyl ether (MTBE) in municipal drinking water system. MTBE is a chemical added to gasoline to increase the octane

rating and to meet Federally mandated emission criteria. The evaluation included available data on the production, use, chemical characteristics, fate and transport, toxicology, and remediation of MTBE. The results of the evaluation have been were used as a briefing tool for non-public health professionals.

Client – Ministry of Environment, Lands & Parks, British Columbia

Dr. Clark assisted in the development of water quality guidelines for methyl tertiary-butyl ether (MTBE) to protect water uses in British Columbia (BC). The water uses to be considered includes freshwater and marine life, wildlife, industrial, and agricultural (e.g., irrigation and livestock watering) water uses. Guidelines from other jurisdictions for the protection of drinking water, recreation and aesthetics were to be identified.

Client: Confidential, Los Angeles, California

Prepared physiologically based pharmacokinetic (PBPK) assessment of lead risk of receptors at middle school built over former industrial facility. This evaluation is being used to determine cleanup goals and will be basis for regulatory closure of site.

Client: Kaiser Venture Incorporated, Fontana, California

Prepared PBPK assessment of lead risk of receptors at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

RISK ASSESSMENTS/REMEDIAL INVESTIGATIONS

Client: Confidential, Atlanta, Georgia

Researched potential exposure and health risks to community members potentially exposed to creosote, polycyclic aromatic hydrocarbons, pentachlorophenol, and dioxin compounds used at a former wood treatment facility. Prepared a comprehensive toxicological summary of the chemicals of concern, including the chemical characteristics, absorption, distribution, and carcinogenic potential. Prepared risk characterization of the carcinogenic and non-carcinogenic chemicals based on the exposure assessment to quantify the potential risk to members of the surrounding community. This evaluation was used to help settle class-action tort.

Client: Confidential, Escondido, California

Prepared comprehensive Preliminary Endangerment Assessment (PEA) of dense non-aqueous liquid phase hydrocarbon (chlorinated solvents) contamination at a former printed circuit board manufacturing facility. This evaluation was used for litigation support and may be used as the basis for reaching closure of the site with the lead regulatory agency.

Client: Confidential, San Francisco, California

Summarized epidemiological evidence for connective tissue and autoimmune diseases for product liability litigation. Identified epidemiological research efforts on the health effects of medical prostheses. This research was used in a meta-analysis of the health effects and as a briefing tool for non-public health professionals.

Client: Confidential, Bogotá, Columbia

Prepared comprehensive evaluation of the potential health risks associated with the redevelopment of a 13.7 hectares plastic manufacturing facility in Bogotá, Colombia The risk assessment was used as the basis for the remedial goals and closure of the site.

Client: Confidential, Los Angeles, California

Prepared comprehensive human health risk assessment of students, staff, and residents potentially exposed to heavy metals (principally cadmium) and VOCs from soil and soil vapor at 12-acre former crude oilfield and municipal landfill. The site is currently used as a middle school housing approximately 3,000 children. The evaluation determined that the site was safe for the current and future uses and was used as the basis for regulatory closure of site.

Client: Confidential, Los Angeles, California

Managed remedial investigation (RI) of heavy metals and volatile organic chemicals (VOCs) for a 15-acre former manufacturing facility. The RI investigation of the site included over 800 different sampling locations and the collection of soil, soil gas, and groundwater samples. The site is currently used as a year round school housing approximately 3,000 children. The Remedial Investigation was performed in a manner

that did not interrupt school activities and met the time restrictions placed on the project by the overseeing regulatory agency. The RI Report identified the off-site source of metals that impacted groundwater beneath the site and the sources of VOCs in soil gas and groundwater. The RI included a numerical model of vapor intrusion into the buildings at the site from the vadose zone to determine exposure concentrations and an air dispersion model of VOCs from the proposed soil vapor treatment system. The Feasibility Study for the Site is currently being drafted and may be used as the basis for granting closure of the site by DTSC.

Client: Confidential, Los Angeles, California

Prepared comprehensive human health risk assessment of students, staff, and residents potentially exposed to heavy metals (principally lead), VOCs, SVOCs, and PCBs from soil, soil vapor, and groundwater at 15-acre former manufacturing facility. The site is currently used as a year round school housing approximately 3,000 children. The evaluation determined that the site was safe for the current and future uses and will be basis for regulatory closure of site.

Client: Confidential, Los Angeles, California

Prepared comprehensive evaluation of VOC vapor intrusion into classrooms of middle school that was former 15-acre industrial facility. Using the Johnson-Ettinger Vapor Intrusion model, the evaluation determined acceptable soil gas concentrations at the site that did not pose health threat to students, staff, and residents. This evaluation is being used to determine cleanup goals and will be basis for regulatory closure of site.

Client –Dominguez Energy, Carson, California

Prepared comprehensive evaluation of the potential health risks associated with the redevelopment of 6-acre portion of a 500-acre oil and natural gas production facility in Carson, California. The risk assessment was used as the basis for closure of the site.

Kaiser Ventures Incorporated, Fontana, California

Prepared health risk assessment of semi-volatile organic chemicals and metals for a fifty-year old wastewater treatment facility used at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

ANR Freight - Los Angeles, California

Prepared a comprehensive Preliminary Endangerment Assessment (PEA) of petroleum hydrocarbon and metal contamination of a former freight depot. This evaluation was as the basis for reaching closure of the site with lead regulatory agency.

Kaiser Ventures Incorporated, Fontana, California

Prepared comprehensive health risk assessment of semi-volatile organic chemicals and metals for 23-acre parcel of a 1,100-acre former steel mill. The health risk assessment was used to determine clean up goals and as the basis for granting closure of the site by lead regulatory agency. Air dispersion modeling using ISCST3 was performed to determine downwind exposure point concentrations at sensitive receptors within a 1 kilometer radius of the site. The results of the health risk assessment were presented at a public meeting sponsored by the Department of Toxic Substances Control (DTSC) in the community potentially affected by the site.

Unocal Corporation - Los Angeles, California

Prepared comprehensive assessment of petroleum hydrocarbons and metals for a former petroleum service station located next to sensitive population center (elementary school). The assessment used a probabilistic approach to estimate risks to the community and was used as the basis for granting closure of the site by lead regulatory agency.

Client: Confidential, Los Angeles, California

Managed oversight of remedial investigation most contaminated heavy metal site in California. Lead concentrations in soil excess of 68,000,000 parts per billion (ppb) have been measured at the site. This State Superfund Site was a former hard chrome plating operation that operated for approximately 40-years.

Client: Confidential, San Francisco, California

Coordinator of regional monitoring program to determine background concentrations of metals in air. Acted as liaison with SCAQMD and CARB to perform co-location sampling and comparison of accepted regulatory method with ASTM methodology.

Client: Confidential, San Francisco, California

Analyzed historical air monitoring data for South Coast Air Basin in Southern California and potential health risks related to ambient concentrations of carcinogenic metals and volatile organic compounds. Identified and reviewed the available literature and calculated risks from toxins in South Coast Air Basin.

IT Corporation, North Carolina

Prepared comprehensive evaluation of potential exposure of workers to air-borne VOCs at hazardous waste storage facility under SUPERFUND cleanup decree. Assessment used in developing health based clean-up levels.

Professional Associations

American Public Health Association (APHA)
Association for Environmental Health and Sciences (AEHS)
American Chemical Society (ACS)
California Redevelopment Association (CRA)
International Society of Environmental Forensics (ISEF)
Society of Environmental Toxicology and Chemistry (SETAC)

Publications and Presentations:

Books and Book Chapters

Sullivan, P., **J.J. J. Clark,** F.J. Agardy, and P.E. Rosenfeld. (2007). *Synthetic Toxins In The Food, Water and Air of American Cities*. Elsevier, Inc. Burlington, MA.

Sullivan, P. and **J.J. J. Clark**. 2006. *Choosing Safer Foods, A Guide To Minimizing Synthetic Chemicals In Your Diet*. Elsevier, Inc. Burlington, MA.

Sullivan, P., Agardy, F.J., and **J.J.J. Clark**. 2005. *The Environmental Science of Drinking Water*. Elsevier, Inc. Burlington, MA.

Sullivan, P.J., Agardy, F.J., **Clark, J.J.J.** 2002. *America's Threatened Drinking Water: Hazards and Solutions*. Trafford Publishing, Victoria B.C.

Clark, J.J.J. 2001. "TBA: Chemical Properties, Production & Use, Fate and Transport, Toxicology, Detection in Groundwater, and Regulatory Standards" in *Oxygenates in the Environment.* Art Diaz, Ed.. Oxford University Press: New York.

Clark, J.J.J. 2000. "Toxicology of Perchlorate" in *Perchlorate in the Environment.* Edward Urbansky, Ed. Kluwer/Plenum: New York.

Clark, J.J.J. 1995. Probabilistic Forecasting of Volatile Organic Compound Concentrations At The Soil Surface From Contaminated Groundwater. UMI.

Baker, J.; **Clark, J.J.J.**; Stanford, J.T. 1994. Ex Situ Remediation of Diesel Contaminated Railroad Sand by Soil Washing. Principles and Practices for Diesel Contaminated Soils, Volume III. P.T. Kostecki, E.J. Calabrese, and C.P.L. Barkan, eds. Amherst Scientific Publishers, Amherst, MA. pp 89-96.

Journal and Proceeding Articles

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008) A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equialency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. Organohalogen Compounds, Volume 70 (2008) page 002254.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008) Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. Organohalogen Compounds, Volume 70 (2008) page 000527

Hensley A.R., Scott, A., Rosenfeld P.E., **Clark, J.J.J.** (2007). "Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility." *Environmental Research.* 105:194-199.

Rosenfeld, P.E., **Clark, J. J.,** Hensley, A.R., and Suffet, I.H. 2007. "The Use Of An Odor Wheel Classification For The Evaluation of Human Health Risk Criteria For Compost Facilities" Water Science & Technology. 55(5): 345-357.

Hensley A.R., Scott, A., Rosenfeld P.E., **Clark, J.J.J.** 2006. "Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility." The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006, August 21 – 25, 2006. Radisson SAS Scandinavia Hotel in Oslo Norway.

Rosenfeld, P.E., **Clark, J. J.** and Suffet, I.H. 2005. "The Value Of An Odor Quality Classification Scheme For Compost Facility Evaluations" The U.S. Composting Council's 13th Annual Conference January 23 - 26, 2005, Crowne Plaza Riverwalk, San Antonio, TX.

Rosenfeld, P.E., **Clark, J. J.** and Suffet, I.H. 2004. "The Value Of An Odor Quality Classification Scheme For Urban Odor" WEFTEC 2004. 77th Annual Technical Exhibition & Conference October 2 - 6, 2004, Ernest N. Morial Convention Center, New Orleans, Louisiana.

Clark, J.J.J. 2003. "Manufacturing, Use, Regulation, and Occurrence of a Known Endocrine Disrupting Chemical (EDC), 2,4-Dichlorophnoxyacetic Acid (2,4-D) in California Drinking Water Supplies." National Groundwater Association Southwest Focus Conference: Water Supply and Emerging Contaminants. Minneapolis, MN. March 20, 2003.

Rosenfeld, P. and **J.J.J. Clark**. 2003. "Understanding Historical Use, Chemical Properties, Toxicity, and Regulatory Guidance" National Groundwater Association Southwest Focus Conference: Water Supply and Emerging Contaminants. Phoenix, AZ. February 21, 2003.

Clark, J.J.J., Brown A. 1999. Perchlorate Contamination: Fate in the Environment and Treatment Options. In Situ and On-Site Bioremediation, Fifth International Symposium. San Diego, CA, April, 1999.

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Browne, T., **Clark, J.J.J.** 1998. Treatment Options For Perchlorate In Drinking Water. Proceedings From the Groundwater Resource Association Seventh Annual Meeting, Walnut Creek, CA, October 23, 1998.

Clark, J.J.J., Brown, A., Rodriguez, R. 1998. The Public Health Implications of MtBE and Perchlorate in Water: Risk Management Decisions for Water Purveyors. Proceedings of the National Ground Water Association, Anaheim, CA, June 3-4, 1998.

Clark J.J.J., Brown, A., Ulrey, A. 1997. Impacts of Perchlorate On Drinking Water In The Western United States. U.S. EPA Symposium on Biological and Chemical Reduction of Chlorate and Perchlorate, Cincinnati, OH, December 5, 1997.

Clark, J.J.J.; Corbett, G.E.; Kerger, B.D.; Finley, B.L.; Paustenbach, D.J. 1996. Dermal Uptake of Hexavalent Chromium In Human Volunteers: Measures of Systemic Uptake From Immersion in Water At 22 PPM. Toxicologist. 30(1):14.

Dodge, D.G.; **Clark, J.J.J.**; Kerger, B.D.; Richter, R.O.; Finley, B.L.; Paustenbach, D.J. 1996. Assessment of Airborne Hexavalent Chromium In The Home Following Use of Contaminated Tapwater. Toxicologist. 30(1):117-118.

Paulo, M.T.; Gong, H., Jr.; **Clark, J.J.J.** (1992). Effects of Pretreatment with Ipratroprium Bromide in COPD Patients Exposed to Ozone. American Review of Respiratory Disease. 145(4):A96.

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Ozone Exposures in Residents of Los Angeles County. American Review of Respiratory Disease. 141(4):A70.

Tierney, D.F. and **J.J.J. Clark.** (1990). Lung Polyamine Content Can Be Increased By Spermidine Infusions Into Hyperoxic Rats. American Review of Respiratory Disease. 139(4):A41.

EXHIBIT B

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION

CALIFORNIA
WASHINGTON
NEW YORK

WI #24-001.19

April 24th, 2024

Ms. Kelilah D. Federman
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, California 94080

SUBJECT: California & Lugonia
Redlands, California
DRAFT- Comments on Noise Analysis

Dear Ms. Federman,

As requested, we have reviewed the information and noise impact analysis for the Mitigated Negative Declaration (MND) for the California & Lugonia Project in Redlands, CA. This letter contains our comments on the noise analysis in the subject documents. The approximately 30-acre project site is located at the southwest corner of California Street and Lugonia Avenue in the City of Redlands in San Bernardino County, California. The proposed project would construct a 357,610 square-foot warehouse. Currently, the project site is vacant. Existing land uses in the vicinity of the site include a warehouse directly to the west of the project, single family residences 800 feet to the south, and a medical building 400 feet to the north.

Wilson Ihrig is an acoustical consulting firm that has practiced exclusively in the field of acoustics since 1966. During our almost 58 years of operation, we have prepared hundreds of noise studies for Environmental Impact Reports and Statements. We have one of the largest technical laboratories in the acoustical consulting industry. We also utilize industry-standard acoustical programs such as Roadway Construction Noise Model (RCNM), SoundPLAN, and CadnaA. In short, we are well qualified to prepare environmental noise studies and review studies prepared by others.

Adverse Effects of Noise[1]

Although the health effects of noise are not taken as seriously in the United States as they are in other countries, they are real and, in many parts of the country, pervasive.

Noise-Induced Hearing Loss. If a person is repeatedly exposed to loud noises, he or she may experience noise-induced hearing impairment or loss. In the United States, both the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) promote standards and regulations to protect the hearing of people exposed to high levels of industrial noise.

[1] More information on these and other adverse effects of noise may be found in *Guidelines for Community Noise*, eds B Berglund, T Lindvall, and D Schwela, World Health Organization, Geneva, Switzerland, 1999. (https://www.who.int/publications/i/item/a68672)

Speech Interference. Another common problem associated with noise is speech interference. In addition to the obvious issues that may arise from misunderstandings, speech interference also leads to problems with concentration fatigue, irritation, decreased working capacity, and automatic stress reactions. For complete speech intelligibility, the sound level of the speech should be 15 to 18 dBA higher than the background noise. Typical indoor speech levels are 45 to 50 dBA at 1 meter, so any noise above 30 dBA begins to interfere with speech intelligibility. The common reaction to higher background noise levels is to raise one's voice. If this is required persistently for long periods of time, stress reactions and irritation will likely result.

Sleep Disturbance. Noise can disturb sleep by making it more difficult to fall asleep, by waking someone after they are asleep, or by altering their sleep stage, e.g., reducing the amount of rapid eye movement (REM) sleep. Noise exposure for people who are sleeping has also been linked to increased blood pressure, increased heart rate, increase in body movements, and other physiological effects. Not surprisingly, people whose sleep is disturbed by noise often experience secondary effects such as increased fatigue, depressed mood, and decreased work performance.

Cardiovascular and Physiological Effects. Human's bodily reactions to noise are rooted in the "fight or flight" response that evolved when many noises signaled imminent danger. These include increased blood pressure, elevated heart rate, and vasoconstriction. Prolonged exposure to acute noises can result in permanent effects such as hypertension and heart disease.

Impaired Cognitive Performance. Studies have established that noise exposure impairs people's abilities to perform complex tasks (tasks that require attention to detail or analytical processes), and it makes reading, paying attention, solving problems, and memorizing more difficult. This is why there are standards for classroom background noise levels and why offices and libraries are designed to provide quiet work environments.

Document Fails to Analyze Potential Noise Impacts

Significance Criteria is Improperly Established for Daytime Construction

CEQA requires evaluation of whether a project would cause a "substantial temporary or permanent increase in ambient noise levels …" (MND p. 43). The DEIR establishes only the City's Municipal Code Section 8.06.120 (G)[2] as the threshold for significant noise exposure from the construction noise generated by the project, which exempts construction activities from noise codes on Monday through Saturday from 7 AM to 6 PM, excluding holidays. The MND states on page 44 that the project "would not result in a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance."

This document's interpretation of this statute implies that there are no thresholds of significance for daytime construction noise, and any increase in noise is insignificant as long as the construction activities are conducted only during daytime hours. Hypothetically, under the logic of this document, there is no noise level – no matter how extreme – where daytime construction noise would be considered an impact. CEQA requires the project applicants to assess if there will be a substantial increase in ambient levels.

[2] https://codelibrary.amlegal.com/codes/redlandsca/latest/redlands_ca/0-0-0-5339

Other applicable standards do exist for daytime construction noise impacts, such as in Section 7.1 of the Federal Transit Administration's (FTA) Transit Noise and Vibration Impact Assessment Manual[3]. This threshold, or a threshold from another applicable document, should be chosen to compare to modeled construction noise levels in an Environmental Impact Report (EIR) to ensure that substantial temporary increases in ambient noise levels are not caused by this project.

Baseline Noise Level Characterizations are Incomplete

CEQA requires evaluation of whether a project would cause a "substantial temporary or permanent increase in ambient noise levels." Without knowing how loud the environment is, it is impossible to determine if the new project will increase noise in the surrounding community. Baseline noise measurements are the preferred way to determine background noise sources. These measurements serve as a crucial reference point for evaluating the potential noise impacts of proposed projects or activities. Without establishing the baseline noise conditions before any new development occurs, decision-makers cannot effectively determine whether the project complies with noise regulations nor identify any potential adverse effects on the surrounding environment and communities. Given the proximity to both local streets and Interstate 10 (I-10), along with noise from nearby residences and commercial parking lots, as well as shielding from the main noise source of I-10, noise levels should be physically measured to be accurately determined. An EIR must be prepared with baseline noise measurements, to properly describe the noise environment.

Document Includes no Discussion of Operational Noise

Day-to-day operational noise levels are not discussed in the MND at all. Typical sources from a warehouse project can include loading dock noise, rooftop mechanical noise, and parking lot noise, among other sources. These can combine to increase ambient noise levels and can be more sensitive than construction noise due to the more permanent nature of the duration. Section 8.06.080 of the Redlands noise code states that no entity can "operate or cause to be operated any source of sound, or allow the creation of any noise, which causes the noise level when measured inside a neighboring receiving occupied building to exceed" the standard of 60 dBA for industrial buildings.

As an example, rooftop commercial HVAC units may reach as high as 88 dBA at a 3 feet reference level, in which case three of these units could exceed the industrial interior noise limit of 60 dBA set in section 8.06.080 at 140 feet away (the distance between the project and the nearest façade to the west). This assumes open windows in the neighboring facility, but does not include any noise due to exterior loading dock or parking lot operations. Either way, the potential for noise impacts exists, and as such should be studied more thoroughly in an EIR.

Construction Vibration Thresholds could be Exceeded

Section 8.06.020 of the Redlands City Code sets a vibration perception threshold stating that the "perception threshold shall be presumed to be a motion velocity of 0.01 inches per second over the range of one to one hundred (100) Hz." Section 8.06.090(G) prohibits "operating or permitting the operation of any device that creates a vibration which is above the vibration perception threshold of an individual at or beyond the property boundary of the source if on private property." Section

[3] https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf

8.06.120 lists exemptions for construction activity stating the noise statute "shall not apply to noise sources associated with new construction, remodeling, rehabilitation or grading of any property."

This sets a vibration threshold in the City of a Peak Particle Velocity (PPV) of 0.01 in/sec, with exemptions for construction noise, not construction vibration. A vibratory roller, operated at the western property line would create a PPV level of 0.016 in/sec. This is using the formula for vibration attenuation from the FTA manual (Eq. 7-2) and the source level for a vibratory roller found in the same manual (Table 7-4). This would be an exceedance, and thus construction vibration should be studied in an EIR.

Conclusion

The MND has several errors and omissions. The noise analysis is lacking substance and includes no mention of ambient measurements, daytime construction thresholds, or discussion of mechanical noise. Additionally, there is a chance of a construction vibration impact. Please feel free to contact me with any questions on this information.

Very truly yours,
WILSON IHRIG

Jack Meighan
Associate

meighan - california & lugonia mnd - comments on noise anaylsis.docx

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION



JACK MEIGHAN

Associate

Jack joined Wilson Ihrig in 2021 and is an experienced acoustics engineer with expertise in projects involving rail transit systems, highways, CEQA analysis, environmental noise reduction, mechanical drawing reviews, and construction noise and vibration mitigation. He has hands-on experience with project management, including client coordination and presentations, as well as in designing, developing, and testing MATLAB code used in acoustics applications. Additionally, his expertise includes taking field measurements, developing test plans and specifying, purchasing, setting up and repairing acoustic measurement equipment. He has experience in using Traffic Noise Model (TNM), CadnaA, EASE, Visual Basic, LabView, and CAD software.

Education

- B.S. in Mechanical Engineering, University of Southern California, Los Angeles, CA

Project Experience

Metro Regional Connector, Los Angeles CA
Planned, took, and processed measurements as part of a team to determine the effectiveness of floating slab trackwork for a new subway in downtown Los Angeles that travels below the Walt Disney Concert Hall and the Colburn School of Music.

Rodeo Credit Enterprise CEQA Analysis for New Construction, Palmdale, CA
Wrote an accepted proposal and executed it for a noise study project to determine noise mitigation requirements on a new housing development. Led all aspects of the project and managed the budget during all phases of project completion. Completed 5 separate projects of this type for this developer.

Blackhall Studios, Santa Clarita, CA
Led the vibration measurement effort for a new soundstage directly adjacent to an existing freight and commuter rail line. Tested equipment, processed data, and analyzed results to determine the vibration propagation through the soil to the proposed soundstage locations, and was part of the team that developed mitigation techniques for the office spaces directly next to the rail line.

Octavia Residential Condos CEQA Study, San Francisco, CA
Calculated the STC ratings for the proposed windows to meet Title 24 requirements, modeled the acoustic performance of floor and ceiling structures, researched noise codes, helped with a mechanical design review, and wrote a report summarizing the results for a new Condominium project being developed in San Francisco.

San Diego International Airport Terminal I Replacement, CA
Conducted interior noise and vibration measurements, analyzed measurement data to help determine project criteria, modeled the existing and future terminals in CadnaA, and was part of a team that did a complete HVAC analysis of the entire terminal, as part of a CEQA analysis where a new terminal for the airport is being designed.

Five Points Apartments Noise Study, Whittier, CA
Took measurements, researched sound data and solutions, and recommended mitigation for a new apartment complex that was located next to an existing car wash, as part of a CEQA review.

USC Ellison Vibration Survey, Los Angeles, CA
Conducted vibration measurements as part of a survey to determine the effectiveness of vibration isolation platforms that are used to insulate cell growth in a cancer research facility. Determined the effectiveness and presented this information to the client. Researched and recommended a permanent monitoring system so the client could view data in real time.

TEN50 Condos 'Popping' Noise Investigation, Los Angeles, CA
Was part of a team that investigated the noise source of an unwanted popping noise in luxury condos in Downtown Los Angeles. Helped isolate the noise source location with accelerometers to determine where vibrations were occurring first and used an acoustic camera to determine where in the condo the noise was coming from.

2000 University Project, Berkely, CA
Wrote a construction noise monitoring plan based on environmental noise calculations, wrote a report summarizing the results, and attending a meeting with the client to discuss options.

Bay Area Rapid Transit (BART) On-Track, CA, San Francisco Bay Area, CA*
Day to day project manager, responsible for meetings, presentations, and coordination with the client for an ongoing noise study on the BART system. Developed MATLAB code to process measurements and determine areas where high corrugation was present, contributing to excessively high in-car noise levels. Performed noise measurements inside both the right of way and the vehicle cabin, in addition to rail corrugation measurements.

California I-605/SR-60 Interchange Improvement, Los Angeles, CA*
Developed a noise model of the area that predicted sound levels for abatement design, in addition to conducting noise measurements and analysis. Led the Team in use of the FHWA Traffic Noise Model Software for the project, involving three major highways and two busy interchanges extending over 17 miles in southern California.

Sound Transit On-Track, Seattle, WA*
Took measurements, fixed equipment, and developed software in MATLAB to process Corrugation Analysis Trolley measurements as part of an ongoing noise study on the Sound Transit Link system. Tested vibration data to determine the best measurement and processing techniques to store the data in an online database for in-car measurements.

LA Metro CRRC Railcar Testing, Los Angeles, CA*
Led the effort to plan the measurements, determine measurement locations and finalize the test plan. Formulated a method to capture speed data directly from legacy train vehicles. Executed noise and vibration specification measurements for new rail cars delivered by CRRC.

City of Los Angeles, Pershing Square Station Rehabilitation Noise Monitoring, CA*
Built noise models, wrote a construction noise plan, and assisted in on-site construction noise issues as they arose for a renovation of the Pershing Square metro station in downtown Los

** Work done prior to working for Wilson Ihrig*

Angeles. Trained construction personnel in techniques for noise reduction and how to conduct noise monitoring measurements to meet project specifications.

City of Orange Metrolink Parking Garage Construction Monitoring, CA*
Wrote an adaptive management vibration monitoring plan, set up equipment to monitor live vibration levels, and generated weekly reports as part of an effort to build a new parking garage. Designed, planned, and completed measurements to predict and mitigate pile driving construction impacts at three historic building locations adjacent to the construction site. Coordinated with the client whenever an on-site problem arose.

LA Metro Westside Subway Construction, Los Angeles, CA*
Planned, organized, and processed noise measurements for the Purple Line extension construction. Implemented both long term microphones to measure noise levels and accelerometers to measure vibration levels in existing subway tunnels. Oversaw noise monitoring at sensitive construction sites for the project and worked with the contractor to find ways to reduce construction noise levels by approximately 10dB.

Montreal Réseau Express Métropolitain, Canada*
Conducted vibration propagation measurements used to create models to predict operational vibration levels for an under-construction transit line. Managed equipment, solved problems in the field, and wrote parts of the report summarizing the findings of the acoustic study.

NHCRP Barrier*
Took on-highway measurements and wrote, designed, developed, and tested MATLAB code to identify specific spectrograms to use for analyses for a project evaluating barrier reflected highway traffic noise differences in the presence of a single absorptive or reflective noise barrier.

Siemens Railcar Testing for Sound Transit, Seattle, WA*
Measured in-car noise and vibration for new rail cars delivered by Siemens. Developed new internal techniques for measurements based on the written specifications. Contributed to the team that helped identify issues that new cars had in meeting the Sound Transit specifications for noise and vibration. Participated in developing the test plan and specified then acquired new equipment for the measurement.

Toronto/Ontario Eglinton Crosstown Light Rail, Final Design, Canada*
Assisted in vibration propagation measurements, analysis, and recommendations for mitigation for a 12-mile light-rail line both on and under Eglinton Avenue. Set up and ran equipment for at-grade measurements with an impact hammer for underground measurements with an impact load cell that was used during pre-construction borehole drilling.

Linda McCasland

From: City of Redlands <webmaster@cityofredlands.org>
Sent: Tuesday, June 11, 2024 2:32 PM
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]



06/11/2024 - 2:31pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 11, 2024

Agenda Item Number:
5D

Speaker Name:
Aleta Vienneau

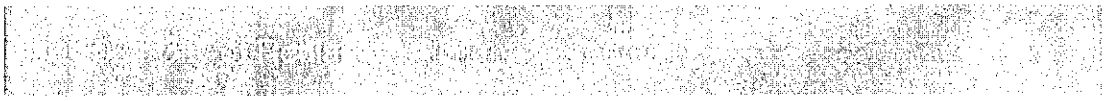
Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
Local air quality has been declining visibly and rapidly as the number of warehouses have increased. There will be consequences to all Redlands residents but especially for children, the elderly, and vulnerable people in our community. We don't need more asthma in our community. Please do not build more warehouses in our community!

Email to receive a copy of your submission:
leenal@verizon.net

View resultsDownload results



You are receiving this e-mail because you signed up at our website: City of Redlands. If you did not sign up, or you are receiving this message in error, please contact us so we can promptly resolve the problem.

SOCIO-ECONOMIC EVALUATION CHECKLIST FORM

BACKGROUND

1. Project Title: Planned Development No. 7 and Lot Merger No. 8

2. Lead Agency Name and Address:
City of Redlands
Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

Mailing Address:
City of Redlands
Development Services – Planning
P.O. Box 3005
Redlands, CA 92373

3. Contact Person & Telephone: Kevin Beery, Senior Planner (909) 798-7555 x2

4. Project Location: The project site is located on the west side of California Street between Lugonia Avenue and Interstate 10 (APNs: 0292-033-11-0000 and 0292-033-13-0000).

5. Project Sponsor's Name and Address: CRP/NPP Redlands Industrial Owner, LLC, 1330 Factory Place, Suite 105, Los Angeles, CA 90013

6. General Plan Designation: Commercial/Industrial

7. Zoning Designation: East Valley Corridor Specific Plan (EVCSP) Special Development (EV/SD) District

8. Description of Project: A development proposal to merge two parcels encompassing approximately 16.0 net acres and thereon construct a 357,610 square-foot warehouse building and related site improvements including parking lots, a loading area, landscaping, screen walls, lighting, onsite stormwater detention facilities and utility connections. The project site is located on the west side of California Street between Lugonia Avenue and the westbound on-ramp to Interstate 10. The project is not exempt from environmental review and a mitigated negative declaration is proposed in accordance with the guidelines of the California Environmental Quality Act (CEQA).

9. Existing On-site Land Use and Setting: Previously developed with an amusement park that was demolished in 2021. The site is now vacant except for the remains of former park attractions.

10. Surrounding Land Uses and Setting: Commercial and industrial development to the north and west. Offices, commercial, medical, and institutional uses to the east. Interstate 10 and Metrolink right-of-way to the south.

11. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement): None.

COST BENEFIT FACTORS:

The cost benefit factors are evaluated independently using the cost benefit model. A positive or negative cost/benefit ratio will be derived by evaluating projects. A complete model used to evaluate the project is available in the Development Services Department. A summary of that analysis is provided here:

According to the Cost Benefit Model used by the City, the project is projected to result in annual non-residential revenues of $197,250.50 to the City upon project implementation, and annual ongoing costs of $17,672.30. The surplus revenue is $179,578.20. The cost benefit ratio has a factor of 11.16. The complete Cost/Benefit Model results are attached herein.

PUBLIC INFRASTRUCTURE AND EFFECT ON THE CITY OF REDLANDS:

Identify the public infrastructure required for development of this project and identify the source(s) of funding for these improvements. Identify the effects of such development upon the City of Redlands.

a. List of public infrastructure required for the project:

   The applicant will provide the infrastructure as required by the Municipal Utilities and Engineering Department. The developer will be installing all required off-site improvements. The proposed development will provide the following:

   1. Roads (Lane Miles): 0.0
   2. Storm Drain (Lineal Feet): 0.0
   3. Traffic Intersections Requires Signals: 0.0
   4. Aggregate Landscaping (Acres): 0.0
   5. Street Lights: 0.0
   6. Trails (Lineal Miles): 0.0

b. Sources of funding for these improvements to include developer installed payment of impact fees, assessment districts, etc.:

   The developer will be required to pay applicable development impact fees and permit fees as required by the Redlands Municipal Code.

c. The effect of the project upon the City of Redlands relative to public infrastructure is as follows:

   The project will require the use of public infrastructure such as sewer, water, public

safety and roads. To mitigate the impact of the development on public infrastructure, development impact fees will be assessed against the project and charged prior to issuance of a building permit. Accordingly, the proposed development would not adversely affect the existing public infrastructure systems below existing performance levels.

BENEFITS OF THE PROJECT TO THE CITY OF REDLANDS

The following is a list of benefits that can be attributed to the proposed project. The benefits may fall into the categories identified or a miscellaneous category. Each benefit identified will be described in detail with supporting reasons as to how the item benefits the community.

A. Citrus Enhancements or Preservation. Does the project preserve citrus? The following are accepted ways to enhance or preserve citrus which may be determined to be a benefit to the City of Redlands.

1. Provide conservation easement(s) on citrus groves the City hopes to preserve.
2. Acquire citrus grove(s) and donate all or a portion of the grove to the City.
3. Enhance viability and productivity of existing groves by enhancing irrigation or adding frost water.
4. Maintain a viable buffer of citrus around the project (at least 3 rows).
5. Other ways to preserve citrus.

If this project provides benefit(s) that apply to citrus enhancement or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project does not involve existing citrus crops or land designated and/or reserved for agricultural purposes. The site was previously developed with an amusement park. Therefore, the proposed development would not impact the local citrus industry.

B. Cultural Enhancements or Preservation. Does the project enhance or preserve cultural aspects of the community? The following are accepted ways to enhance and/or preserve cultural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes to “art in public places” concept to a minimum of 1% of total project value.
2. Contributes to the alleviation of problems at cultural sites.
3. Provides an electronic library available to the public.

4. Enhances or contributes to current services or cultural resources.
5. Contribute to performing arts venues.

If this project provides benefit(s) that apply to cultural enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: In-lieu of meeting the standard for minimum sitewide landscaping coverage (15%) for industrial developments in the EVCSP, the project proposes to contribute an onsite art installation (in a location visible from the public realm) that will be valued at a minimum of 1% of total project value. Furthermore, the project will pay City-established development impact fees and provide additional revenue from increased property tax assessment, business license tax, and other revenue sources that will indirectly provide funding that will contribute to enhancing and/or maintaining some of the cultural facilities within the City.

C. Heritage Enhancements or Preservation. Does the project enhance or preserve heritage aspects of the community? The following are accepted ways to enhance and/or preserve heritage aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Renovates existing historic homes.
2. The project has design features which include garage doors do not face street; 50% wrap around porch on 1-1/2 sides; broad overhangs on roof; driveway located on the side of house or a circular drive; decorative wood, masonry or wrought iron fence.
3. Adaptive reuse of historic structures in appropriate zones.
4. Forming a new or annexing to an existing historic district.
5. Designation of a structure as an individual historic resource.

If this project provides benefit(s) that apply to heritage enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project site is currently vacant and is not located in a designated historic district. Accordingly, there are no impacts and no opportunity to enhance or preserve heritage aspects of the community because these types of resources are not present on-site.

D. Architectural Enhancements. Does the project enhance architectural aspects of the community? The following are accepted ways to enhance architectural aspects of the community which may be determined to be a benefit to the City of Redlands.

1. Provide architectural or decorative enhancements to the

project which exceed normal architectural standards.
2. Trees or other landscaping amenities that exceed minimum requirements.
3. Contribution of off-site enhancements in the public right-of-way, such as sidewalk installation and street tree replacement.
4. Assisting in undergrounding of utility lines.

If this project provides benefit(s) that apply to architectural enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The proposed development comprises a single warehouse building featuring a contemporary architectural design and style, as well as related improvements including parking, lighting and landscaping.

The development plan indicates a proposed on-site landscape area of 82,104 square feet. For industrial facilities in the EVCSP, a minimum of 15 percent of the development site must be landscaped, and a minimum of 7 percent of the parking area must be landscaped. A total of 12 percent of the site would be landscaped and roughly 10 percent of the parking area is landscaped. In-lieu of satisfying minimum sitewide landscaping coverage standard, the developer has opted to contribute an onsite art installation (in a location visible from the public realm) that will be valued at a minimum of 1% of total project value.

The landscaping plan shows tree species consisting of western redbud, camphor trees, carrotwoods, palms, Afghan pine and African sumac as well as various drought-resistant shrubs and groundcovers. Multiple mature trees located on-site would remain protected in place.

E. Historic Downtown Enhancements or Preservation. Does the project enhance or preserve the historic downtown of the community? The following are accepted ways to enhance and/or preserve the historic downtown of the community which may be determined to be a benefit to the City of Redlands.

1. Contributes financially to viability of core downtown within expanded downtown.
2. Renovate old buildings.
3. Within an expanded downtown extends DRBA streetscape enhancements.
4. Contributing to the restoration of original building facades of existing structures
5. Re-establishing historical “pedestrian oriented” street frontages where original buildings have been removed.
6. Provides unique adaptive use of historic building.
7. Contributes to alternative means of transportation.

If this project provides benefit(s) that apply to historic downtown enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s)

benefits the community.

Proposed Project: The project is not located within the historic downtown district. The project will pay City established development impact fees and provide additional revenue from increased property tax assessment, business license tax, and other revenue sources that will indirectly provide funding that could be utilized to enhance and/or maintain the downtown district.

F. Job Enhancements. Does the project enhance jobs for the community? The following are accepted ways to enhance jobs for the community which may be determined to be a benefit to the City of Redlands.

1. Provides jobs for the community.
2. Brings in revenue from outside the city.
3. Internship opportunities for students at universities, high school and colleges.

If this project provides benefit(s) that apply to job enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The proposed development consists of one 357,610 square-foot warehouse building on a site encompassing approximately 16 net acres. The proposed facility will provide a new source of employment for residents of the city and surrounding area and bring additional revenue to the city. The proposed facility is expected to employ 300 people. The proposed facility will provide a source of permanent employment in the future, and temporary jobs during construction.

G. Open Space Enhancements or Preservation. Does the project enhance or preserve open space aspects of the community? The following are accepted ways to enhance and/or preserve open space within the community which may be determined to be a benefit to the City of Redlands.

1. Hardscape feature that enhances wildlife-water/food/ shelter.
2. Enhanced landscape on commercial project which conceals infrastructure.
3. Waterscaping which increases illusion of open space.
4. Provides open space in addition to zoning requirement.
5. Provides a Planned Residential Development
6. Provides a usable conservation easement across open space in perpetuity.
7. Preserves access for wildlife migration corridor.
8. Provides undisturbed refuge area for wildlife.

If this project provides benefit(s) that apply to open space enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the

community.

Proposed Project: No publicly accessible open space will be provided on the project site. Perimeter landscaping is being proposed throughout the project site; the landscape plan indicates that 82,104 square feet will consist of landscaping, which is approximately 12% of site landscaping. In-lieu of satisfying minimum landscaping coverage (15%) for industrial developments in the EVCSP, the developer has opted to contribute an onsite art installation (in a location visible from the public realm) that will be valued at a minimum of 1% of total project value The project site is located in an urbanized area and no wildlife corridors or refuge areas are located on or near the project site.

H. Park Enhancements or Preservation. Does the project enhance or preserve parks of the community? The following are accepted ways to enhance and/or preserve parks within the community which may be determined to be a benefit to the City of Redlands.

1. Adds improved parkland.
2. Adds parkland beyond requirements.
3. Provides pedestrian and/or bike trails to parks or provides extension of existing pedestrian and/or bike trails from the project site.
4. Adds meeting rooms accessible to local groups on a frequent basis.
5. Improves or adds to existing landscape and/or streetscape at or near the project site.

If this project provides benefit(s) that apply to park enhancements or preservation, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The proposed development does not directly involve public parks or recreational facilities. The project will pay City-established development impact fees and provide significant additional revenue from increased property tax assessment, business license tax, and other revenue sources that will directly or indirectly provide funding that may be used to benefit City parks.

I. Public Safety Enhancements. Does the project enhance public safety aspects of the community? The following are accepted ways to enhance public safety within the community which may be determined to be a benefit to the City of Redlands.

1. Security infrastructure is provided in an architecturally acceptable manner.
2. Exterior television monitoring on commercial project.
3. Provide a building site or fully equipped fire station or contributes to dedicated City account for future construction.
4. Provides significant additional fire equipment as determined by the Fire Department.
5. Provides for a police substation (subject to City approval).

6. Provides for a building site for a new facility.

If this project provides benefit(s) that apply to public safety enhancements, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project will provide on-site security lighting (parking lot lighting, exterior building lighting) as well as a secured truck loading/storage yard on the west side of the building. The project will also pay City development impact fees to fund public services, including police and fire services. The project will also provide significant additional revenue from increased property tax assessment, business license tax, and other revenue sources that may assist in funding police and fire facilities and services.

J. School Enhancements. Does the project enhance schools or their operations within the community? The following are accepted ways to enhance schools within the community which may be determined to be a benefit to the City of Redlands.

1. Senior citizen development adds revenue but no impact.
2. Provides day care and after school program(s).
3. Project is close to schools serving the project.
4. Contributes equipment or other enhancements to existing day care and after school programs.
5. Assist schools with land or financing (such as Mello Roos).

If this project provides benefit(s) that apply to schools, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project is not a residential development and is not considered growth-inducing in nature, either directly or indirectly. Prior to building permit issuance, the project will pay school facility fees set by the Redlands Unified School District.

K. Traffic. Does the project reduce traffic, enhance systems to improve traffic conditions or otherwise improve traffic within the community? The following are accepted ways to improve traffic within the community which may be determined to be a benefit to the City of Redlands.

1. Provide financial mitigation which helps alleviate parking problems in town i.e. by contributing to the parking district.
2. Incorporate “traffic calming” elements into the design of the circulation system.
3. Support for alternative forms of public transportation or public transportation facilities.
4. Add biking and pedestrian access to off campus intellectual or entertainment resources.
5. Have a unique method of product/inventory delivery.

If this project provides benefit(s) that apply to traffic, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: In accordance with Measure U, a traffic impact analysis assessing the potential impacts on levels of service (LOS) caused by the proposed development was prepared. The analysis concludes that the proposed development would not substantially worsen existing roadway traffic in the vicinity below current LOS and, therefore, no mitigating improvements to the transportation system have been identified as necessary. In addition, the project must dedicate a portion of southeast portion of the site to accommodate an additional freeway on-ramp lane to be constructed at a future date. Payment of development impact fees would adequately mitigate any traffic impacts of the proposed development on the surrounding road network.

L. Wastewater System Enhancements. Does the project enhance the wastewater system within the community? The following are accepted ways to improve the wastewater system within the community which may be determined to be a benefit to the City of Redlands.

1. Provide a dual system to use potable and non-potable water.
2. Provide financial contributions to tertiary facilities at the Wastewater Treatment Plant.
3. Improve water quality.

If this project provides benefit(s) that apply to the wastewater system, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The proposed project would connect to the City of Redlands sanitary sewer system. The proposed project would generate wastewater that can be discharged to a municipal system with sufficient capacity. No systemwide improvements or expansions are necessary. The project will pay development impact fees to be used for system maintenance and upgrades.

M. Miscellaneous Preservation or Enhancements. Does the project enhance or preserve elements within the community?

If this project provides benefit(s) that apply to enhancement or preservation of elements that are important to the City, describe in detail the benefit(s) with supporting reasons as to how the item(s) benefits the community.

Proposed Project: The project does not provide any additional enhancements or preservation of elements within the community other than those previously identified.

SOCIAL FACTORS POTENTIALLY AFFECTED:

This project may create unmitigable physical blight or overburden public services for those social factors checked below within the "Potentially Significant," “Potentially Significant Unless Mitigation” or "Less Than Significant" as indicated by the checklist on the following pages.

__ Agricultural/Citrus Removal	__ Police Services	__ Recreational Programs
__ Wildlife/Habitat	__ Downtown Impacts	__ Land Use Compatibility
__ Traffic	__ Residential Design	__ Schools
__ Fire Services	__ Cultural Facilities	
__ Paramedic Services	__ Park Facilities	

DETERMINATION

On the basis of this initial evaluation:

X I find that the proposed project will not create unmitigable physical blight or overburden public services in the community, and no additional information or evaluation is needed.

___ I find that although the proposed project could create unmitigable physical blight or overburden public services in the community, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project by the applicant.

___ I find that the proposed project may create unmitigable physical blight or overburden public services in the community, and additional information or evaluation is needed in the following areas:

___ I find that the proposed project has already been evaluated for socio-economic impacts and the prior evaluation adequately evaluated this project.

Signed: *Kevin Beery*
Kevin Beery
Senior Planner
City of Redlands
May 1, 2024

EVALUATION OF SOCIAL FACTORS

Explanations of all "Potentially Significant," "Potentially Significant Unless Mitigation Incorporated," "Less Than Significant Impact," and "No Impact" answers are provided on the attached sheets.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AGRICULTURAL/CITRUS REMOVAL. Would the proposal:				
a) Affect agricultural resources or operations (e.g. impacts to soils or farmlands, or impacts from incompatible land uses)?	____	____	____	✓
b) Remove active citrus groves from production?	____	____	____	✓

Agricultural/Citrus Removal

1.a,b) The project site is identified by the Farmland Mapping and Monitoring Program of the California Resource Agency as “urban and built-up” land. The project site is not identified as prime farmland, unique farmland, or farmland of statewide importance. The site was previously developed with an amusement park which was demolished in 2021. Therefore, no impacts to farmland or to agricultural resources are identified.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
2. WILDLIFE/HABITAT/OPEN SPACE PRESERVATION. Would the proposal:				
a) Eliminate or have negative impact upon wildlife corridors?	____	____	____	✓
b) Tend to urbanize open space impacting preservation and conservation of natural resources?	____	____	____	✓
c) Interfere with use of recognized trails used by joggers, hikers, equestrians or bicyclists?	____	____	____	✓

d)	Eliminate, reduce, or have any negative impact upon wildlife habitat areas to include the protection of fringe or buffer areas?	____	____	✓	____

Wildlife/Habitat/Open Space Preservation

2.a) The site currently contains remnants of a former amusement park's abandoned attractions and structures. The entire site has been disturbed and has no potential to serve as wildlife habitat. The project site is surrounded by urban development and is void of any wildlife corridors. No significant impacts are identified or anticipated, and no mitigation measures are required.

2. b) The project site is surrounded by commercial, industrial, and other nonresidential development. The project site has a General Plan designation of Commercial/Industrial. The project would not tend to urbanize open space that could impact preservation and conservation of natural resources.

2. c). There are no recognized trails on or near the project site.

2. d) The project will not eliminate, reduce, or have any negative impact upon wildlife habitat areas to include the protection of fringe or buffer areas. The project site has been previously developed with an amusement park and is surrounded by urban development. The site contains multiple mature landscaped trees remaining from the previous development. In order to avoid the potential impact of disturbing or destroying active bird nests, a preconstruction nesting survey will be required prior to commencement of project construction.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

3. TRAFFIC IMPACTS. Would the proposal:

a)	Result in increased vehicle trips or congestion?	____	____	✓	____
b)	Create additional traffic so as to be in conflict with the policies of the General Plan?	____	____	✓	____

c)	Does traffic impact livability of a residential neighborhood on streets which, due to design or terrain features, street side development or other factors, have greater than usual sensitivity to increased traffic?	____	____	____	✓
d)	Create additional traffic so as to increase the level of service on roadways that are adjacent to or in the vicinity of the project?	____	____	✓	____

Traffic Impacts

3, a-d) The development plan indicates that that site access is to be provided by two proposed driveways on Lugonia Avenue and two existing driveways on California Street. The proposed development would not create a substantial generation of vehicle trips that would worsen traffic congestion (i.e., levels of service) on roadways in the vicinity of the project site. The proposed development is estimated to generate 1,132 passenger-car equivalent (PCE) daily trips with 111 total trips expected in the AM peak hour and 114 total trips expected in the PM peak hour. Based on forecasted existing plus project traffic conditions, nearby intersections are expected to continue functioning at existing performance levels under project operating conditions. Upon project implementation, intersections are not anticipated to operate at a deficient LOS and, accordingly, no roadway system improvements have been identified as necessary.

The project site is in an area designated for commercial and industrial uses and will have access from California Street and Lugonia Avenue, and is adjacent to Interstate 10. There are no residential uses in the immediate area of the project.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
4. FIRE AND PARAMEDIC SERVICES. Will the proposal result in:				
a) Requiring fire and paramedic services that are beyond the current capabilities of the Fire Department?			✓	
b) An increase in response time for essential fire or paramedic services to the remainder of the community?			✓	
c) The need for additional fire or paramedic facilities or equipment?			✓	

Fire and Paramedic Services

4.a) The City of Redlands Fire Department indicates that current capabilities are adequate to provide fire and paramedic service demands for this development. The project will incorporate fixed fire protection systems which will mitigate any impacts relative to this issue.

4.b) The City of Redlands Fire Department will provide fire and emergency medical services to the Project. The Fire Department consists of approximately fifty-five (55) total sworn personnel, including eighteen (18) firefighter/paramedics and thirty-seven (37) firefighter/EMTs and covers an area of thirty-seven (37) square miles. The development will not impact essential fire or paramedic services to the remainder of the community. The project would be served by Fire Station No. 264, located at 1270 W. Park Avenue, and is within a minimum response time of five minutes.

4.c) Present capabilities of the Fire Department will not be impacted with development of the project. The project will pay development impact fees which have been established by the City to fund public facilities, including fire stations. These additional revenues to the City, as well as the revenue from increased property tax assessment generated from the future subdivision, will assist in funding fire operations for the area.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
5. POLICE SERVICES. Would the proposal:				
a) Requiring police services that are beyond the current capabilities of the Police Department?			✓	
b) An increase in response time for essential police services to the remainder of the community?			✓	
c) The need for additional police facilities or equipment?			✓	
d) Increase in crime as a result of the type of business?			✓	

Police Services

5.a-d) Present capabilities of the Redlands Police Department would not be adversely impacted with project development, however, cumulatively the project will, along with future development, require increased police services. The project will pay development impact fees which have been established by the City to fund public facilities, including police. The project will also provide significant additional revenue from increased property tax assessment, business license tax, and other revenue sources that may assist in funding police services.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
6. DOWNTOWN IMPACTS. Would the proposal:				
a) A reduction of the number or types of businesses located in the downtown?				✓

b)	An unfair or unreasonable competitive disadvantage to existing businesses downtown?	____	____	____	✓
c)	Creation of vacant buildings and the potential for blight?	____	____	____	✓
d)	Cause an unreasonable increase in traffic downtown?	____	____	____	✓
e)	Economic and social effects of businesses competing with downtown businesses?	____	____	____	✓

Downtown Impacts

6.a-e) The proposed project is located approximately 4.5 miles northwest of the Downtown Business District, and therefore, does not have the potential to negatively impact the Downtown Business District. The project, which would result in the expansion of the logistics industry in northwest Redlands, would not adversely affect the economic base of Downtown.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
7. RESIDENTIAL DESIGN. Would the proposal:				
a) Conflict with existing codes and or standards?	____	____	____	✓
b) Meet minimum point standards of the Residential Development Allocation process?	____	____	____	✓

Residential Design

7.a-b) No impact. The proposed development does not involve residential use.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
8. CULTURAL FACILITIES. Would the proposal result in:				
a) A reduction of the number or types of businesses located in the downtown?				✓
b) An unfair or unreasonable competitive disadvantage to existing businesses downtown?				✓
c) Impacts to cultural facilities such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Center, Community Center, etc?				✓
d) Have the potential to cause a physical change which would affect unique ethnic cultural values?				✓
e) Potential to disturb existing religious facilities?				✓
f) Impact or restrict religious or sacred uses?				✓

Cultural Facilities

8.a-b) The site is currently vacant and does not contain historic structures. The site is not in a historic district.

8.c) The proposed development would not impact local cultural facilities, such as the Smiley Library, Redlands Bowl, Lincoln Shrine, Joslyn Senior Center and the Community Center. The project will pay development impact fees and provide an increase in revenue to the City from increased property tax assessment, business license tax, and other revenue sources that may assist in providing funding for existing cultural facilities. Thus, the project would not adversely affect cultural facilities.

8.d) No part of this project has the potential to affect unique ethnic cultural values.

8.e-f) The project site was previously developed but is now vacant. There are no

religious facilities located within or adjacent to the project site; therefore, no part of this project will result in impacts to existing religious facilities or restrict religious uses.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
9. PARK FACILITIES AND RECREATIONAL PROGRAMS. Will the proposal result in:				
a) Increases in use or demand for park facilities or programs to include manpower, facilities or equipment?	____	____	____	✓
b) A ratio of parkland to population which exceeds standards and or goals established by the General Plan?	____	____	____	✓

Park Facilities and Recreational Programs

9.a,b) The proposed development does not involve residential use. Therefore, the project will not adversely affect existing or planned park facilities or recreational programs within the City nor create a significant new demand for additional recreational facilities. The project will pay development impact fees and provide an increase in revenue to the City from increased property tax assessment, business license tax, and other revenue sources that may assist in providing funding that could be used to benefit park facilities and recreational programs.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
10. LAND USE COMPATIBILITY. Would the proposal result in:				
a) Land uses that are not compatible or consistent with the General Plan?	____	____	____	✓
b) Economic impacts on businesses and small property owners from a project?	____	____	____	✓
c) Physical separation or division of an existing community	____	____	____	✓
d) Loss of jobs for the community?	____	____	____	✓
e) Overcrowding of housing?	____	____	____	✓

Land Use Compatibility

10.a) The subject property has a General Plan Designation of Commercial/Industrial. The project is located in the Special Development district of the East Valley Corridor Specific Plan which allows uses permitted in the Commercial Industrial (EV/IC) specific plan district. The proposed warehouse use is permitted and is consistent with the General Plan designation of the site. Therefore, the project would not result in land uses that are incompatible or inconsistent with the General Plan or surrounding area.

10.b) The project does not pose an economic impact on businesses and small property owners. The proposed facility would adversely impact local businesses or property owners.

10.c) The proposed warehouse facility is to be located in an area designated for commercial and industrial uses. Adjacent development consists of warehouse facilities, commercial and other nonresidential uses. The project has been designed for compatibility with surrounding development and would not physically divide or separate an existing community.

10.d) No part of this project has the potential to create a loss in jobs available to the community.

10.e) The proposed development does not involve residential use.

Issues and Supporting Information Sources:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
10. SCHOOLS. Would the proposal result in:				
a) Creating an overcapacity in schools?	____	____	____	✓
b) The need for additional school facilities or equipment?	____	____	____	✓
c) Land uses not consistent with or compatible with existing educational facilities in community?	____	____	____	✓
d) Social or academic impacts on students resulting from school closures.	____	____	____	✓

Schools

11.a-d) Public school services within the City of Redlands are provided by the Redlands Unified School District. The project is not residential and therefore would not increase demand for local school facilities. Any potential direct impacts attributable to the Redlands Unified School District resulting from this project will be offset through the payment of state established school fees assessed at the time of building permit issuance on the newly created lot. No further additional information or evaluation is needed.

TABLE 1
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

LAND USE	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034	TOTAL	
RESIDENTIAL UNITS												
RURAL LIVING (0.2 - 0.4 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
HIGH DENSITY (0 - 27.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
TOTAL, RESIDENTIAL UNITS	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE, RESIDENTIAL UNITS	0	0	0	0	0	0	0	0	0	0	NA	
PROJECT RESIDENTS /1												
RURAL LIVING (0.4 - 0.2 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
HIGH DENSITY (0 - 27 du/acre)	0	0	0	0	0	0	0	0	0	0	0	
TOTAL, PROJECT RESIDENTS	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE, PROJECT RESIDENTS	0	0	0	0	0	0	0	0	0	0	NA	
CUMULATIVE PROJECT ACREAGE /2												
RURAL LIVING (0.4 - 0.2 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
VERY-LOW-DENSITY RESIDENTIAL (0 - 2.7 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
LOW-DENSITY RESIDENTIAL (0 - 6.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
LOW-MEDIUM-DENSITY RESIDENTIAL (0 - 8.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
MEDIUM-DENSITY RESIDENTIAL (0 - 15.0 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
HIGH DENSITY (0 - 27 du/acre)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
CUMULATIVE, PROJECT ACREAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA	
LAND NON-RESIDENTIAL ACRES, ANNUAL /3												
RETAIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
INDUSTRIAL	16.0	0	0	0	0	0	0	0	0	0	16.0	
OTHER NON-RESIDENTIAL	0.0	0	0	0	0	0	0	0	0	0	0.0	DEVELOPER
ANNUAL TOTAL, NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	
LAND NON-RESIDENTIAL ACRES, CUMULATIVE												
RETAIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
INDUSTRIAL	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	NA	
OTHER NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	16.0	NA	
LAND NON-RESIDENTIAL EDU'S, CUMULATIVE /4												
RETAIL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
INDUSTRIAL	144.0	144.0	144.0	144.0	144.0	144.0	144.0	144.0	144.0	144.0	NA	
OTHER NON-RESIDENTIAL	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL EDU'S	144.0	144.0	144.0	144.0	144.0	144.0	144.0	144.0	144.0	144.0	NA	
BUILDING NON-RESIDENTIAL SQ.FT., ANNUAL												
RETAIL	0	0	0	0	0	0	0	0	0	0	0	
INDUSTRIAL	351,610	0	0	0	0	0	0	0		0	351,610	
OTHER NON-RESIDENTIAL	6,000	0	0	0	0	0	0	0	0	0	6,000	DEVELOPER
ANNUAL TOTAL, NON-RESIDENTIAL	357,610	0	0	0	0	0	0	0	0	0	357,610	
BUILDING NON-RESIDENTIAL SQ.FT., CUMULATIVE												
RETAIL	0	0	0	0	0	0	0	0	0	0	NA	
INDUSTRIAL	351,610	351,610	351,610	351,610	351,610	351,610	351,610	351,610	351,610	351,610	NA	
OTHER NON-RESIDENTIAL	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	NA	
CUMULATIVE TOTAL, NON-RESIDENTIAL	357,610	357,610	357,610	357,610	357,610	357,610	357,610	357,610	357,610	357,610	NA	

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

NOTES:

1. Average number of residents per Dwelling Unit ("DU") provided by the California Department of Finance.
   Residents per DU = 2.801 OTHER

2. Assumes residential acreage per unit of the following:

Rural Living (less than 0.2 - 0.4 du/acre)	NA
Very-Low-Density Residential (0 - 2.7 du/acre)	NA
Low-Density Residential (0 - 6.0 du/acre)	NA
Low-Medium-Density Residential (0 - 8.0 du/acre)	NA
Medium-Density Residential (0 - 15.0 du/acre)	NA
High Density (0 - 27.0 du/acre)	NA

3. Assumes average non-residential site coverage of the following (based on the General Plan):

Retail	0.0%	
Industrial	45.0%	
Other Non-Residential	0.0%	Lot Coverage

4. Assumes non-residential equivalent dwelling units of the following:
   EDUs per acre = 9.0 OTHER

GENERAL PLAN BUILDOUT	PROJ. Sq. Ft.*	F.A.R.*	Projected Acreage	
RETAIL	8,646,200	0.30	661.63	
INDUSTRIAL	10,048,400	0.40	576.70	OTHER
OTHER NON-RESIDENTIAL	21,641,990	0.45	1,104.07	
	40,336,590		2,342.40	

*As disclosed in the General Plan

Typical Home Size: 2,835 OTHER
Estimated Equivalency: 6.07

TABLE 2
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

ASSESSED VALUATION ASSUMPTIONS

RESIDENTIAL		
RURAL LIVING ASSESSED VALUE	$0	
VERY-LOW-DENSITY ASSESSED VALUE	$0	
LOW-DENSITY ASSESSED VALUE	$0	
LOW-MEDIUM-DENSITY ASSESSED VALUE	$0	
MEDIUM-DENSITY ASSESSED VALUE	$0	
HIGH DENSITY ASSESSED VALUE	$0	
NON-RESIDENTIAL		
RETAIL ASSESSED VALUE	$0.00	
INDUSTRIAL ASSESSED VALUE	$210.00	
OTHER NON-RESIDENTIAL ASSESSED VALUE	$0.00	DEVELOPER

SECURED PROPERTY TAX ASSUMPTIONS

NET APPORTIONMENT FACTORS AS A FRACTION OF 1.0% TAX RATE

PROPERTY TAXES PASSED THROUGH TO CITY /1: 20.00% CITY

1. Based on amount disclosed in the adopted 1998-99 budget.

UNSECURED PROPERTY TAX ASSUMPTIONS

RESIDENTIAL:
UNSECURED TAXES AS A % OF SECURED: 2.75% CITY

NON-RESIDENTIAL:
UNSECURED TAXES AS A % OF SECURED: 10.00%

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
SECURED ASSESSED VALUE CALCULATION:										
ANNUAL ASSESSED VALUES (YEARLY INCREASE)										
RESIDENTIAL										
RURAL LIVING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
VERY-LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
HIGH DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL										
RETAIL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL	$73,838	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL	$73,838	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL YEARLY VALUATION INCREASE:	$73,838	$0	$0	$0	$0	$0	$0	$0	$0	$0
CUMULATIVE ASSESSED VALUES										
RESIDENTIAL										
RURAL LIVING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
VERY-LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LOW-MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MEDIUM-DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
HIGH DENSITY RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL										
RETAIL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838
OTHER NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838
TOTAL CUMULATIVE ASSESSED VALUE	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838	$73,838
SECURED PROPERTY TAX REVENUE CALCULATION:										
CITY OF REDLANDS										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$148	$148	$148	$148	$148	$148	$148	$148	$148	$148
TOTAL SECURED TAX REVENUES TO CITY	$148	$148	$148	$148	$148	$148	$148	$148	$148	$148
UNSECURED PROPERTY TAX REVENUE CALCULATION:										
CITY OF REDLANDS										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15
TOTAL UNSECURED TAX REVENUES TO CITY	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15
TOTAL PROPERTY TAXES TO CITY	$162	$162	$162	$162	$162	$162	$162	$162	$162	$162

TABLE 3
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

RESIDENTIAL INDIRECT SALES TAX GENERATION ASSUMPTIONS

AVERAGE HOUSEHOLD INCOME ASSUMPTIONS:		
WEIGHTED AVERAGE RESIDENTIAL PRICE	$0	
AVERAGE RESIDENTIAL MORTGAGE (20% DOWN)	$0	
ANNUAL MORTGAGE PAYMENTS @ 6.50% & 30 YEARS	$0	CITY
AVG. HOUSEHOLD INCOME (3:1 INCOME/PAYMENT RATIO):	$0	
RETAIL TAXABLE EXPENDITURE (% OF INCOME):	25.0%	
PROJECT RESIDENTS' PURCHASES OUTSIDE PROJECT AND WITHIN INCORPORATED CITY:	50.0%	

BUSINESS DIRECT SALES & USE TAX GENERATION ASSUMPTIONS

SALES TAXES PASSED THROUGH TO CITY, APPLIED TO COSTS: /1	1.00%	CITY
MEASURE 'I' TAXES PASSED THROUGH TO TRANSIT AUTHORITY	0.00%	
LOCAL TRANSPORTATION SALES TAXES	0.00%	
DISPLACED EXISTING CITY SALES TAX	33.33%	
PROJECT RETAIL TAXABLE SALES PER SQ. FT:		
RETAIL	$0.00	
INDUSTRIAL	$10.00	CITY
OTHER NON-RESIDENTIAL	$0.00	

PROPERTY TRANSFER TAX ASSUMPTIONS

RESIDENTIAL PROPERTY TURNOVER RATE	10.00%	CITY
BUS & COM PROPERTY TURNOVER RATE	5.00%	
TRANSFER TAX AS A % OF RESALE DOLLAR	0.11%	
PROPERTY TRANSFER TAX PASSED THROUGH TO CITY	50.00%	

1. Based on amount passed through to city in the adopted 1997-98 budget.

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
SALES & USE TAX REVENUE CALCULATION (CUMULATIVE):										
INDIRECT SALES TAX GENERATION										
RESIDENTIAL TAXABLE EXPENDITURES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL TAXABLE PURCHASES WITHIN CITY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RESIDENTIAL SALES TAX GENERATION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
DIRECT SALES TAX GENERATION										
RETAIL TAXABLE SALES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL TAXABLE SALES	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516
OTHER NON-RESIDENTIAL TAXABLE SALES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUB-TOTAL DIRECT TAXABLE SALES	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516	$3,516
LESS: DISPLACED EXISTING CITY SALES TAX	$1,172	$1,172	$1,172	$1,172	$1,172	$1,172	$1,172	$1,172	$1,172	$1,172
TOTAL DIRECT TAXABLE SALES	$2,344	$2,344	$2,344	$2,344	$2,344	$2,344	$2,344	$2,344	$2,344	$2,344
TOTAL DIRECT SALES TAX GENERATION	$23	$23	$23	$23	$23	$23	$23	$23	$23	$23
TOTAL PROJECT SALES & USE TAX REVENUES, APPLIED TO COSTS	$23	$23	$23	$23	$23	$23	$23	$23	$23	$23
RESIDENTIAL MEASURE 'I' SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL MEASURE 'I' SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
RESIDENTIAL LOCAL TRANSPORTATION SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL LOCAL TRANSPORTATION SALES TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT SALES & USE TAX REVENUES, FOR TRANSPORTATION	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROPERTY TRANSFER TAX CALCULATION (CUMULATIVE):										
RESIDENTIAL PROPERTY TRANSFER TAXES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
NON-RESIDENTIAL PROPERTY TRANSFER T AXES	$2.03	$2.03	$2.03	$2.03	$2.03	$2.03	$2.03	$2.03	$2.03	$2.03
TOTAL ANNUAL PROPERTY TRANSFER TAXES	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 4
CITY OF REDLANDS : MODEL
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS

BUSINESS LICENSE FEE REVENUE		FRANCHISE FEES (PER CAPITA)			TRANSIENT OCCUPANCY TAX
RESIDENTIAL	NA		RESIDENTIAL	NON-RESIDENTIAL	NUMBER OF AVAILABLE HOTEL ROOMS
NON-RESIDENTIAL		TOTAL FRANCHISE	$16.71	$16.71	OCCUPANCY RATE
BUSINESS LICENSE FEES ARE CHARGED AT A RATE EQUAL					AVERAGE BILLING RATE PER ROOM
TO $12 FOR THE FIRST $5,000 IN GROSS SALES, PLUS $3					% PASSED THROUGH TO CITY
FOR EACH ADDITIONAL $5,000 INCREMENT IN GROSS SALES.					AVERAGE YEARLY OCCUPANCY REVENUES TO CITY

FISCAL YEAR	($s x1,000)	end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
BUSINESS LICENSE FEE REVENUE												
RESIDENTIAL												
RURAL LIVING			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
VERY-LOW-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOW-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOW-MEDIUM-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MEDIUM-DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
HIGH DENSITY RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
TOTAL RESIDENTIAL			NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
NON-RESIDENTIAL												
RETAIL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
INDUSTRIAL			$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
OTHER NON-RESIDENTIAL			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL			$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TOTAL, BUSINESS LICENSE FEE REVENUE			$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
FRANCHISE FEE REVENUE												
RESIDENTIAL FRANCHISE FEES			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL FRANCHISE FEES			$2.406	$2.406	$2.406	$2.406	$2.406	$2.406	$2.406	$2.406	$2.406	$2.406
TOTAL, FRANCHISE FEE REVENUE			$2	$2	$2	$2	$2	$2	$2	$2	$2	$2
TRANSIENT OCCUPANCY TAX REVENUE												
TOTAL, TRANSIENT OCCUPANCY TAX REVENUE			$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 5
CITY OF REDLANDS : MODEL
OTHER REVENUE AND REVENUE SUMMARY
FISCAL IMPACT ANALYSIS

OTHER GENERAL REVENUES (PER CAPITA METHOD) /1	
OTHER TAXES /2	$10.86
OTHER REVENUES	$6.96
COMMUNITY DEVELOPMENT	NA
LIBRARY	NA
POLICE DEPARTMENT	NA
POLICE - ANIMAL CONTROL	NA
POLICE - RECREATION	NA
POLICE - SENIOR SERVICES	NA
FIRE	NA
PUBLIC WORKS	NA
SUBTOTAL, OTHER REVENUES PER CAPITA:	$17.83

INCOME FROM INVESTMENTS		
EFFECTIVE INTEREST	2.50%	OTHER

1. See Appendix for calculation of per capita multipliers. For items without values, a net cost technique is being employed.
2. Other Taxes includes Public Safety Sales Tax.

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
PER CAPITA REVENUES										
OTHER TAXES										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, OTHER TAXES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER REVENUES										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, OTHER LICENSES, PERMITS & FINES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
COMMUNITY DEVELOPMENT										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, STATE REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
LIBRARY										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, FEDERAL REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE DEPARTMENT										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, CITY ATTORNEY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - ANIMAL CONTROL										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, ENGINEERING SERVICES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - RECREATION										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, FIRE DEPARTMENT	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
POLICE - SENIOR SERVICES										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, JOSLYN CENTER	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FIRE										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, LIBRARY	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
PUBLIC WORKS										
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL, PARKS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL PER CAPITA REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL PER CAPITA REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PER CAPITA REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL RESIDENTIAL CASE STUDY REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL NON-RESIDENTIAL CASE STUDY REVENUES	$192	$192	$192	$192	$192	$192	$192	$192	$192	$192
TOTAL CASE STUDY REVENUES	$192	$192	$192	$192	$192	$192	$192	$192	$192	$192
RESIDENTIAL REV AVAILABLE FOR INV. INCOME	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL REV AVAILABLE FOR INV. INCOME	$192	$192	$192	$192	$192	$192	$192	$192	$192	$192
TOTAL REVENUES AVAILABLE FOR INVESTMENT INCOME	$192	$192	$192	$192	$192	$192	$192	$192	$192	$192
RESIDENTIAL INVESTMENT INCOME	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
NON-RESIDENTIAL INVESTMENT INCOME	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5
TOTAL INVESTMENT INCOME	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 6
CITY OF REDLANDS : MODEL
POLICE DEPARTMENT, FIRE DEPARTMENT, PUBLIC WORKS & PER CAPITA COSTS
FISCAL IMPACT ANALYSIS

POLICE DEPARTMENT COSTS

RESIDENTIAL CALLS	16,562	CITY
COST PER DWELLING UNIT	$295	
NON-RESIDENTIAL RETAIL CALLS	8,987	
COST PER BUILDING SQUARE FOOT	$0.47	
NON-RESIDENTIAL INDUSTRIAL CALLS	344	
COST PER BUILDING SQUARE FOOT	$0.02	
OTHER NON-RESIDENTIAL CALLS	7,948	
COST PER BUILDING SQUARE FOOT	$0.42	
MISCELLANEOUS CALLS /2	17,628	
TOTAL CALLS	51,469	

1. Based on Net Cost and number of calls to residential or non-residential properties.
2. Based on conversations with the Police Chief, these incidences are not related to residences or businesses in the City.

EXISTING DWELLING UNITS	25,984	CITY
EXISTING NON-RESIDENTIAL SQUARE FOOTAGE	8,824,690	

RESIDENTIAL FIRE DEPARTMENT COSTS [1]

RESIDENTIAL CALLS	3,579	CITY
COST PER DWELLING UNIT	$168	
NON-RESIDENTIAL RETAIL CALLS	446	
COST PER BUILDING SQUARE FOOT	$0.06	
NON-RESIDENTIAL INDUSTRIAL CALLS	155	
COST PER BUILDING SQUARE FOOT	$0.02	
OTHER NON-RESIDENTIAL CALLS	1,459	
COST PER BUILDING SQUARE FOOT	$0.20	
MISCELLANEOUS CALLS /2	1,988	
TOTAL CALLS	7,627	

1. Based on Net Cost and number of calls to residential or non-residential properties.
2. Based on information from Fire Chief, these incidences are not related to residences or businesses in the City.

PUBLIC INFRASTRUCTURE REQUIREMENTS /1

ROADS (LANE MILES)	0.0	DEVELOPER
TRAFFIC INTERSECTIONS REQUIRING SIGNALS	0.0	
AGGREGATE LANDSCAPING (ACRES)	0.0	
PARK ACREAGE (GROSS)	0.0	
STREET LIGHTS	0.0	
OPEN SPACE (ACRES)	0.0	
TRAILS (LINEAL MILE)	0.0	
STORM DRAINS (MILES)	0.0	

1. Infrastructure should exclude privately maintained facilities.

PUBLIC WORKS MAINTENANCE COSTS

PAVEMENT MAINTENANCE PER LANE MILE /1	$5,000	CITY
STREET SWEEPING PER CURB MILE - ALL STREETS /1	$9	
TRAFFIC SIGNAL OPERATIONS & MAINTENANCE PER INTERSECTION /1	$5,560	
LANDSCAPE MAINTENANCE PER ACRE /1	$12,500	
PARK MAINTENANCE PER ACRE /1	$7,000	
STREET LIGHT MAINTENANCE COST PER LIGHT /1	$125	
OPEN SPACE MAINTENANCE PER ACRE /2	$125	
TRAIL MAINTENANCE PER LINEAL MILE /2	$500	
STORM DRAIN MAINTENANCE PER MILE /2	$750	

1. Based on consultations with the City of Redlands Public Works Department.
2. Based on consultant's experience.

CITY GENERAL GOVERNMENT COSTS*

CITY COUNCIL	$174,090
CITY CLERK	$285,939
CITY MANAGER	$314,819
FINANCE	$605,155
CITY TREASURER	$2,875,064
CITY ATTORNEY	$1,159,167
TOTAL, CITY GENERAL GOVERNMENT COSTS	$5,414,234

*Costs have been reduced to reflect department specific revenues.

CITY GENERAL GOVERNMENT COSTS CONTINUED

TOTAL CITY OPERATING BUDGET*	#########

*Excludes Debt Service, Utilities and Capital Improvements.

OVERHEAD AS A % OF OPERATING BUDGET	11.04%
OVERHEAD AS A % OF DIRECT COSTS	12.41%
OVERHEAD BY DEFINITION CAUSING NO COST	0.00%
OVERHEAD AS % OF DIRECT, AVERAGE	6.20%

OTHER NET COSTS (PER CAPITA METHOD) /1

COMMUNITY DEVELOPMENT	$29.49
LIBRARY	$28.43

1. See Appendix for calculation of per capita multipliers.

FISCAL YEAR	($s x1,000)	end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
CITY DIRECT COSTS												
POLICE DEPARTMENT COSTS												
RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL RETAIL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL INDUSTRIAL			$6.344	$6.344	$6.344	$6.344	$6.344	$6.344	$6.344	$6.344	$6.344	$6.344
OTHER NON-RESIDENTIAL			$2.501	$2.501	$2.501	$2.501	$2.501	$2.501	$2.501	$2.501	$2.501	$2.501
TOTAL, POLICE DEPARTMENT COSTS			$8.845	$8.845	$8.845	$8.845	$8.845	$8.845	$8.845	$8.845	$8.845	$8.845
FIRE DEPARTMENT COSTS												
RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL RETAIL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL INDUSTRIAL			$7.541	$7.541	$7.541	$7.541	$7.541	$7.541	$7.541	$7.541	$7.541	$7.541
OTHER NON-RESIDENTIAL			$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211
TOTAL, FIRE DEPARTMENT COSTS			$8.752	$8.752	$8.752	$8.752	$8.752	$8.752	$8.752	$8.752	$8.752	$8.752
PUBLIC WORKS COSTS												
PAVEMENT MAINTENANCE			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STREET SWEEPING			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TRAFFIC SIGNAL OPERATION			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
LANDSCAPE MAINTENANCE			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
PARK MAINTENANCE			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STREET LIGHT MAINTENANCE			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
OPEN SPACE MAINTENANCE			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TRAIL MAINTENANCE			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
STORM DRAIN MAINTENANCE			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, PUBLIC WORKS COSTS			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
POLICE - HUMAN SERVICES												
RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, POLICE - HUMAN SERVICES			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
COMMUNITY DEVELOPMENT												
RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, COMMUNITY DEVELOPMENT			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
LIBRARY												
RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
TOTAL, LIBRARY			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
CITY DIRECT COSTS												
RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL			$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211
TOTAL, CITY DIRECT COSTS			$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211	$1.211
CITY GENERAL GOVERNMENT COSTS												
RESIDENTIAL			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
NON-RESIDENTIAL			$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075
TOTAL, CITY GENERAL GOVERNMENT COSTS			$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075	$0.075

SHADED CELLS ARE VARIABLE ASSUMPTIONS OR INPUTS UNIQUE TO THE PROJECT.

TABLE 7
CITY OF REDLANDS : MODEL
FISCAL IMPACT ANALYSIS DETAILED SUMMARY

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034	% OF TOTAL
ONGOING REVENUES											
SECURED PROPERTY TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$148	$148	$148	$148	$148	$148	$148	$148	$148	$148	74.87%
UNSECURED PROPERTY TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	7.49%
TRANSFER PROPERTY TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	1.03%
SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$23	$23	$23	$23	$23	$23	$23	$23	$23	$23	11.88%
MEASURE 'I' SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LOCAL TRANSPORTATION SALES TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TRANSIENT OCCUPANCY TAX											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
FRANCHISE FEE REVENUES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	1.22%
BUSINESS LICENSE REVENUES											
RESIDENTIAL	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00%
NON-RESIDENTIAL	$2	$2	$2	$2	$2	$2	$2	$2	$2	$2	1.07%
OTHER TAXES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
OTHER REVENUES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
COMMUNITY DEVELOPMENT											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LIBRARY											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE DEPARTMENT											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - ANIMAL CONTROL											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - RECREATION											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
POLICE - SENIOR SERVICES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
FIRE											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
PUBLIC WORKS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
INVESTMENT INCOME REVENUES											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	2.44%
TOTAL RESIDENTIAL REVENUES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL NON-RESIDENTIAL REVENUES	$197	$197	$197	$197	$197	$197	$197	$197	$197	$197	100.00%
TOTAL ON-GOING REVENUES	$197	$197	$197	$197	$197	$197	$197	$197	$197	$197	
ONGOING COSTS											
POLICE DEPARTMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$9	$9	$9	$9	$9	$9	$9	$9	$9	$9	50.05%
FIRE DEPARTMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$9	$9	$9	$9	$9	$9	$9	$9	$9	$9	49.53%
PUBLIC WORKS DEPARTMENT COST											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
GENERAL GOVERNMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.43%
COMMUNITY DEVELOPMENT COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
LIBRARY COSTS											
RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
NON-RESIDENTIAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL RESIDENTIAL COSTS	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	0.00%
TOTAL NON-RESIDENTIAL COSTS	$18	$18	$18	$18	$18	$18	$18	$18	$18	$18	100.00%
TOTAL ON-GOING COSTS	$18	$18	$18	$18	$18	$18	$18	$18	$18	$18	
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180	
TOTAL ANNUAL ONGOING SURPLUS/(DEFICIT)	$180	$180	$180	$180	$180	$180	$180	$180	$180	$180	
ANNUAL RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	
TOTAL ANNUAL REVENUE/COST RATIO	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	

TABLE 8a
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS SUMMARY (Residential Only))

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
ONGOING REVENUES										
TOTAL RESIDENTIAL REVENUES	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
ONGOING COSTS										
TOTAL RESIDENTIAL COSTS	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
ANNUAL RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TABLE 8b
LAND USE SUMMARY:
FISCAL IMPACT ANALYSIS SUMMARY (Commercial Only)

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
ONGOING REVENUES										
TOTAL NON-RESIDENTIAL REVENUES	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505
ONGOING COSTS										
TOTAL NON-RESIDENTIAL COSTS	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16

TABLE 8c
CITY OF REDLANDS : MODEL
FISCAL IMPACT ANALYSIS SUMMARY (MIXED)

FISCAL YEAR ($s x1,000) end of:	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034	% OF TOTAL
ONGOING REVENUES											
TOTAL RESIDENTIAL REVENUES	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	0.00%
TOTAL NON-RESIDENTIAL REVENUES	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	100.00%
TOTAL ON-GOING REVENUES	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	$197.2505	
ONGOING COSTS											
TOTAL RESIDENTIAL COSTS	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	0.00%
TOTAL NON-RESIDENTIAL COSTS	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	100.00%
TOTAL ON-GOING COSTS	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	$17.6723	
ANNUAL RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000	
ANNUAL NON-RESIDENTIAL ONGOING SURPLUS/(DEFICIT)	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	
TOTAL ANNUAL ONGOING SURPLUS/(DEFICIT)	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	$179.5782	
ANNUAL RESIDENTIAL REVENUE/COST RATIO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
ANNUAL NON-RESIDENTIAL REVENUE/COST RATIO	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	
TOTAL ANNUAL REVENUE/COST RATIO	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	11.16	

TABLE 9
CITY OF REDLANDS : MODEL
SCHOOL FEE MITIGATION (SB 50)
FISCAL IMPACT ANALYSIS

RESIDENTIAL SCHOOL FEE MITIGATION

DEVELOPER FEE REVENUE PER SINGLE FAMILY DETACHED UNIT /1	$3,113
DEVELOPER FEE REVENUE PER MULTI-FAMILY ATTACHED UNIT /2	$1,431
DEVELOPER FEE REVENUE PER MOBILE HOME /3	$1,212

STUDENT GENERATION FACTORS

ELEMENTARY SCHOOL		
SFD	0.2260	SCHOOL DIST
MFA	0.1362	
Mobile Home	0.1068	
MIDDLE SCHOOL		
SFD	0.1310	
MFA	0.0574	
Mobile Home	0.0548	
HIGH SCHOOL		
SFD	0.1690	
MFA	0.0565	
Mobile Home	0.0493	

	Capacity	Acreage	SBE 50 fees
Elementary	600	10	$5,200
Middle School	1000	20	$5,500
High School	2200	50	$7,200

FISCAL YEAR ($s ×1,000) end of:	YEAR 1 2020	YEAR 2 2021	YEAR 3 2022	YEAR 4 2023	YEAR 5 2024	YEAR 6 2025	YEAR 7 2026	YEAR 8 2027	YEAR 9 2028	YEAR 10 2029	TOTAL
CITY OF REDLANDS											
ANNUAL PROJECTED RESIDENTIAL DEVELOPMENT											
SFD		0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
STUDENT PROJECTIONS											
ELEMENTARY											
SFD	0	0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
MIDDLE SCHOOL											
SFD	0	0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
HIGH SCHOOL											
SFD	0	0	0	0	0	0	0	0	0	0	0
MFA	0	0	0	0	0	0	0	0	0	0	0
Mobile Home	0	0	0	0	0	0	0	0	0	0	0
ANNUAL SCHOOL FEE MITIGATION											
ELEMENTARY											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
									Total	$0	
MIDDLE SCHOOL											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
									Total	$0	
HIGH SCHOOL											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
									Total	$0	
TOTAL SCHOOL FEE MITIGATION											
SFD	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
MFA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Mobile Home	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	

1. **Project Title:** 1101 California Street Warehouse

2. **Lead Agency Name and Address:**
City of Redlands
Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

3. **Contact Person and Phone Number:**
Kevin Beery, Senior Planner
Email: kbeery@cityofredlands.org
Phone: (909) 798-7555 ext. 2

4. **Project Location:** The Project Site is located at the southwest corner of Lugonia Avenue and California Street and has an address of 1101 California Street, Redlands, CA (refer to Figure 1: Regional Location Map; and Figure 2: Vicinity Map). The Project Site includes two Assessor's Parcel Numbers (APN) 0292-033-11 and 0292-033-13.

5. **Project Sponsor's Name and Address:**
CRP/NPP Redlands Industrial Owner, LLC
1330 Factory Place, Suite 105
Los Angeles, CA 90013

Pete Williams
Email: pete.williams@northpalisade.com
Phone: (818) 468-0566

6. **General Plan Designation:** Commercial/Industrial

7. **Zoning:** East Valley Corridor Specific Plan – Special Development (EV/SD)

8. **Project Description:**

The Proposed Project consists of a new warehouse development located directly north of Interstate 10 (I-10) and the California Street westbound on-ramp.

Project improvements include the construction of a new 357,610 square-foot (SF) warehouse that includes 6,000 SF of Administration/Office Space (refer to Figure 3: Site Plan). Access to the Project Site would be available via two proposed driveways to the north on Lugonia Avenue and two driveways to the east on California Street. The proposed

driveways on Lugonia Avenue include a 40-foot driveway to the west and a 30-foot driveway to the east. California Street has two existing driveways including a 28' 2" driveway to the north and a 56' 4" driveway to the south. The Proposed Project would include 47 dock doors on the western side of the warehouse which would be 9 feet x 10 feet, with sectional overhead doors, and classified as standard grade. Demolition activities would include removal of remaining concrete paving and k-rails, the remains of former amusement park attractions, and landscaping left from prior development.

The building would be a concrete tilt-up building, consisting of a concrete slab-on grade floor and a shallow foundation system. The maximum building height would be 49 feet from grade. It is anticipated that future items to be stored for distribution would include non-hazardous, non-flammable products on high-pile storage pallet racking and shelving.

Additional site improvements would include a trash enclosure, updated driveway improvements on California Street and additional driveways on Lugonia Avenue, new site access gates with an eight (8) foot high concrete screen wall encompassing the western parking lot and docking area, eight (8) foot high security and maintenance fencing along the western boundary, and approximately 82,104 square feet of improved landscape areas. Paved areas would include employee parking, storage racks, bike racks, bike lockers, loading docks, and internal roadways, totaling approximately 623,779 square feet or 14.32 acres. The Proposed Project will also include minor utility connections necessary to serve the new development.

The Proposed Project would include a total of 396 parking spaces. Specifically, 308 would be standard parking spaces, 6 standard accessible, 2 van accessible, 40 Electric Vehicle (EV) Capable spaces, 33 Electric Vehicle Charging Stations (EVCS) provided with Electric Vehicle Supply Equipment (EVSE), 3 EVCS standard accessible with EVSE, 1 EVCS van accessible with EVSE, and 3 spaces would be EVCS ambulatory with EVSE.

9. Surrounding Land Uses and Setting:

The Project Site includes two parcels, APNs 0292-033-11 and -13, encompassing approximately 16 acres. The site was formerly developed as the Splash Kingdom amusement park, which was demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures.

The Project Site is located in an area primarily associated with commercial, industrial, and agricultural uses. It is surrounded by commercial development and industrial distribution centers to the north and west. Offices, commercial, medical, and institutional uses are located to the east. The I-10 and Metrolink route is directly south of the Project Site, with an orange grove and gas station occurring beyond I-10.

The Project Site and surrounding parcels are located in the East Valley Corridor Specific Plan area. The Project Site has a land use designation of Commercial/Industrial and a specific plan designation of East Valley – Special Development (EV/SD) (refer to table below for additional information).

	Land Use	General Plan	Zoning
Project Site	**Vacated water park structures**	**Commercial/Industrial**	**Special Development (EV/SD)**
North	Commercial and Industrial	Commercial/Industrial	Concept Plan (CP-1)
South (across I-10)	Agriculture and Commercial	Agriculture	General Commercial (EV/CG)
East	Commercial and Vacant	Commercial and Agriculture	General Commercial (EV/CG); Specific Plan 29 (SP29); and Open Space (EV/OS)
West	Industrial	Commercial/Industrial	Planned Development (PD3)

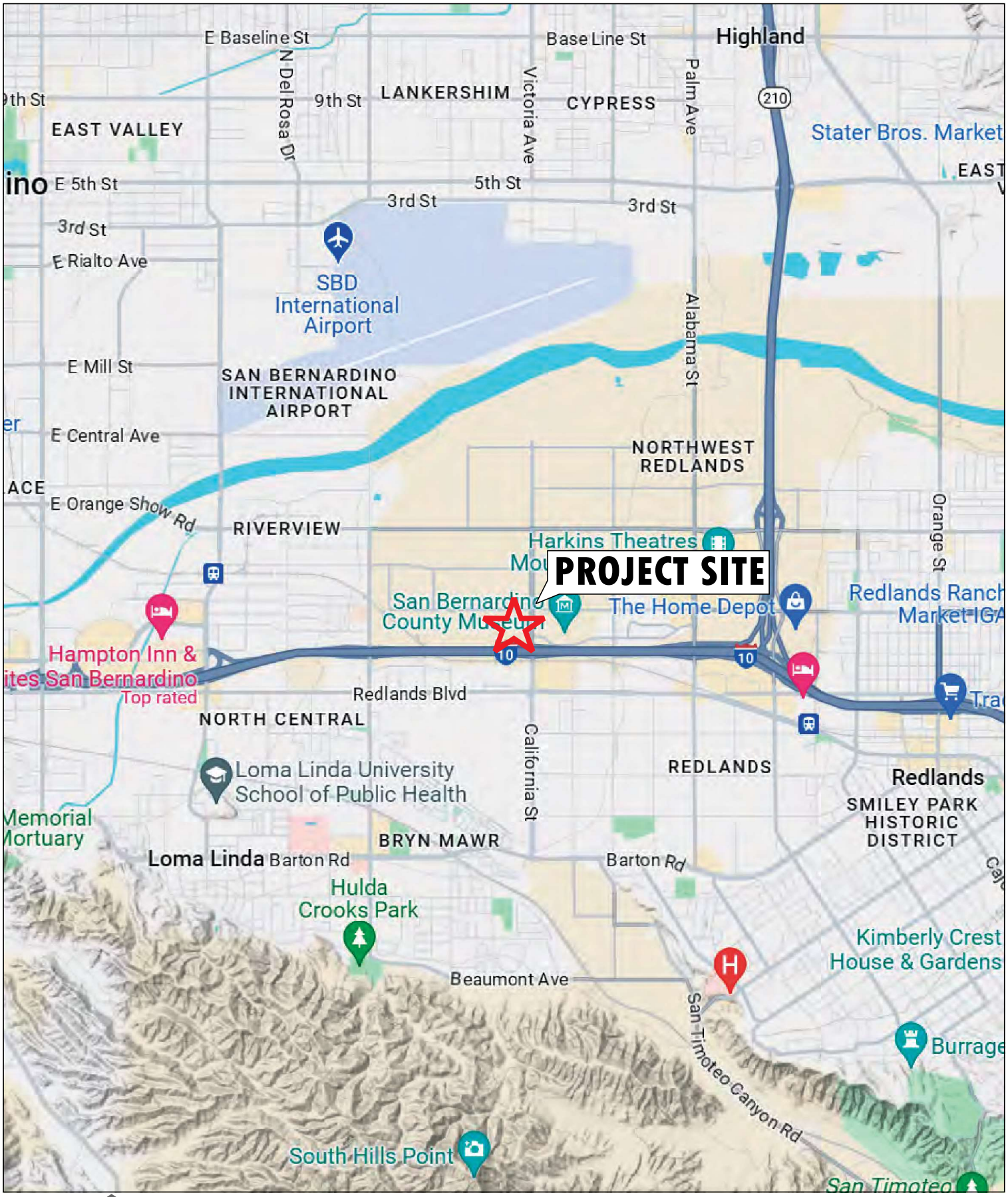
Vegetation on-site consists mainly of non-native weedy species with ornamental landscaping (introduced trees, shrubs, etc.) remaining from the abandoned water park, along the property boundaries and scattered throughout the Project Site.

10. Other public agencies whose approval is required:
Regional Water Quality Control Board, Santa Ana Region

11. Required Permits and Approvals:

- Planned Development
- Lot Line Adjustment / Merger
- Socio-Economic Cost/Benefit Study

12. Related Technical Reports (incorporated by reference): The technical studies/reports referenced and summarized herein is also available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and are listed in the References section at the end of this Initial Study.



N

0 1 Mile

REGIONAL VICINITY

1101 CALIFORNIA STREET WAREHOUSE

City of Redlands, California

LILBURN CORPORATION

FIGURE 1



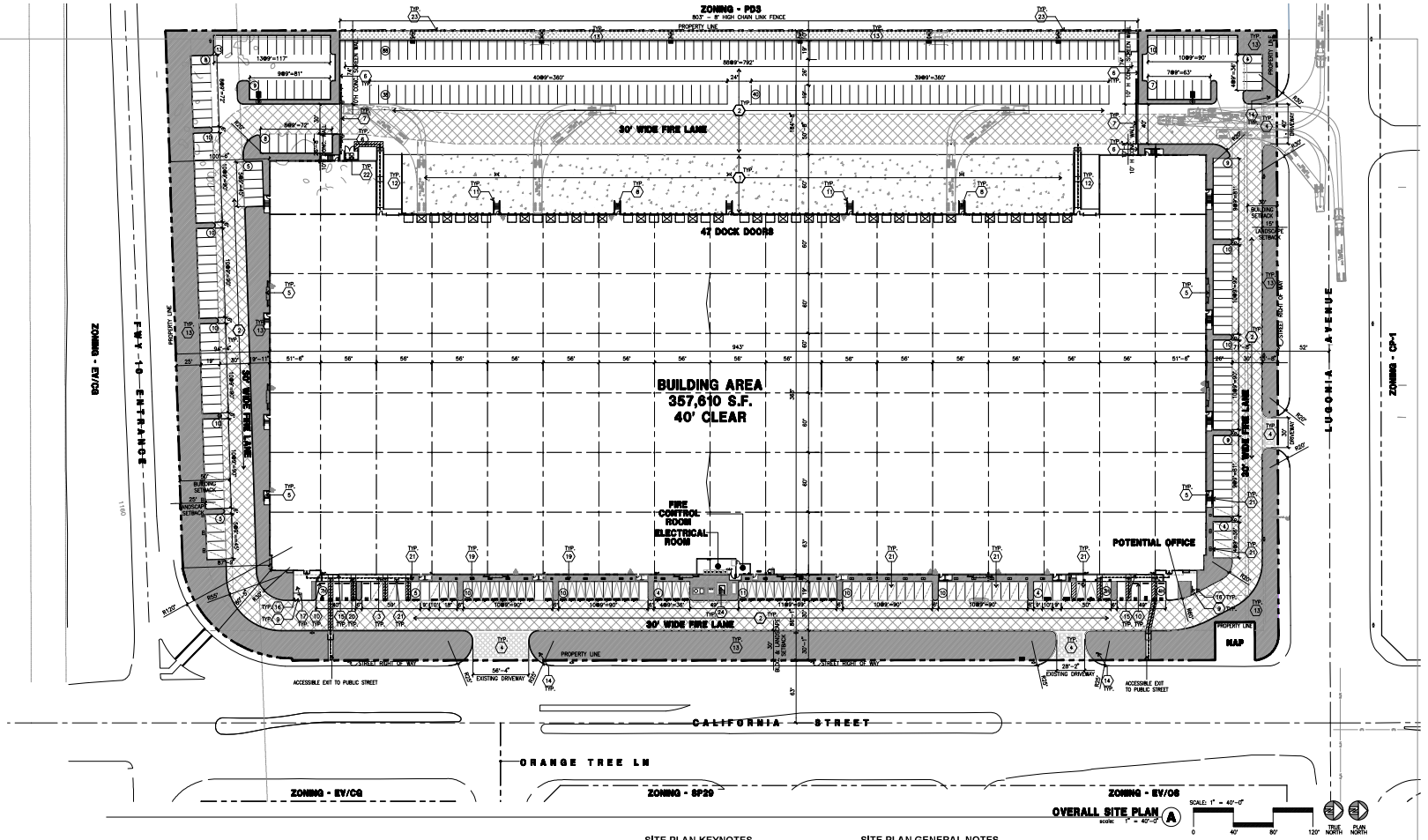
VICINITY MAP

1101 CALIFORNIA STREET WAREHOUSE

City of Redlands, California

LILBURN CORPORATION

FIGURE 2



OVERALL SITE PLAN (A) SCALE: 1" = 40'-0"

SCALE: 1" = 40'-0"
0 40' 80' 120' TRUE NORTH PLAN NORTH

SITE PLAN KEYNOTES

1. HEAVY BROOM FINISH CONC. PAVEMENT.
2. PAVING PER CIVIL.
3. CONCRETE WALKWAY. SEE CIVIL PLAN.
4. DRIVEWAY APRONS.
5. 5'-6"X5'-6"X4" MIN. THICK CONCRETE EXTERIOR LANDING PAD TYP. AT ALL EXTERIOR MAN DOORS TO LANDSCAPED AREAS. FINISH TO BE MEDIUM BROOM FINISH. SLOPE TO BE 1/4" : 12" MAX. PROVIDE WALK TO PUBLIC WAY OR DRIVE WAY W/ 1:20 MAX. AS REQ. BY CITY INSPECTOR.
6. 10'H CONCRETE SCREEN WALL.
7. MANUAL OPERATED GATES W/ KNOX.
8. PAD LOCK PER FIRE DEPARTMENT STANDARDS PER DRIVEWAY.
9. EXTERIOR CONC. STAIR.
10. BIKE RACK TYPICAL
11. PRE-CAST CONC. WHEEL STOP.
12. CONC. FILLED GUARD POST "6 DIA. U.N.O. 42" H,
13. CONCRETE RAMP.
14. LANDSCAPE. LANDSCAPE AREAS INDICATED BY SHADED PATTERN.
15. ACCESSIBLE ENTRY SIGN.
16. ACCESSIBLE PARKING STALL SIGN.
17. DESIGNATED SMOKING AREA.
18. PATIO AREA
19. HOLLOW METAL DOOR MAN DOOR.
20. ELECTRONIC VEHICLE CHARGER SPACE WITH ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE).
21. TRUNCATED DOME.
22. EV CAPABLE SPACE WITH CONDUIT ONLY.
23. TRASH ENCLOSURE.
24. 8'H CHAIN LINK FENCE.
25. APPROXIMATE LOCATION OF TRANSFORMER PAD.

SITE PLAN GENERAL NOTES

1. THE SOILS REPORT PREPARED BY NORCAL ENGINEERING DATED 05/02/2023 PROJECT NUMBER TBD SHOULD BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALES.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM, PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE "C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF-SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE "C" DRAWINGS.
8. CONTRACTOR TO REFER TO "C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE "C"DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALKS TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION/CONSTRUCTION JOINTS SHALL BE A MAXIMUM 12' EA. WAY W/ 1:20 MAX. SLOPE. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION FILLER MATERIAL OF 1/4". SEE "L" DRAWINGS FOR FINISH.
11. ALL PARKING AREA SHALL PROVIDE A LANDSCAPED PLANTER OF A MINIMUM WIDTH OF SEVEN FEET WIDE AT THE ENDS OF ALL PARKING AISLES. ALL PLANTING AREAS SHALL HAVE ROUND CORNERS INSTEAD OF 90 DEGREE CORNERS AND BE SHAPED TO PERMIT VEHICLE TURN MOVEMENTS. TWO FEET OF CURB IS REQUIRED. SEE DETAIL "D"
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LANDSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, THE LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. NOT USED
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED.
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB
19. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT

SITE LEGEND

- STANDARD PARKING STALL, 9'X19'
- ACCESSIBLE PARKING STALL, 9'X18'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE PARKING STALL, 12'X19'+5' W/ ACCESSIBLE AISLE
- STANDARD EVCS WITH EVCS SIGN ON POST, 9'X19'
- STANDARD ACCESSIBLE EVCS WITH EVCS SIGN ON POST AND MARKING "EV CHARGING ONLY", 9'X19'+5' W/ ACCESSIBLE AISLE
- VAN ACCESSIBLE EVCS WITH EVCS SIGN ON POST AND MARKING "EV CHARGING ONLY", 12'X19'+5' W/ ACCESSIBLE AISLE
- AMBULATORY EVCS WITH EVCS SIGN ON POST AND MARKING "EV CHARGING ONLY", 10'X19'
- EV CAPABLE SPACE WITHOUT EVSE SIZE 9'X19'
- LANDSCAPED AREA
- AC. PAVING – SEE "C" DRAWINGS. FOR THICKNESS
- LANDSCAPED AREA (WITHOUT TREES)
- CONCRETE PAVING SEE "C" DRWGS. FOR THICKNESS
- LANDSCAPE FINGER PER LOCAL JURISDICTION STANDARD
- PROPERTY LINE
- ACCESSIBILITY PATH OF TRAVEL 48" MIN WIDE, 5% MAX SLOPE, 2% MAX CROSS SLOPE
- 30' FIRE LANE, CLEAR TO SKY
- LIGHT STANDARD
- FH FIRE HYDRANT – APPROXIMATE LOCATION

CAUTION: IF THIS SHEET IS NOT 30"X42" IT IS A REDUCED PRINT

HPA
hpa, inc.
18831 bardeen avenue - ste. #100
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92612
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Owner:
NORTH PALISADE PARTNERS
1330 FACTORY PLACE, STE 105
LOS ANGELES, CA 90013

Project:
1101 CALIFORNIA ST.
1101 CALIFORNIA ST.
CITY OF REDLANDS, CA

Consultants:

Civil:	hall+goldin
Structural:	-
Mechanical:	-
Plumbing:	-
Electrical:	-
Landscape:	emerald
Fire Protection:	-
Soils Engineer:	-

Title: OVERALL SITE PLAN

Project Number:	22446
Drawn by:	SLM
Date:	03/05/24
Revision:	

Sheet: DAB-A1.1

SITE PLAN

1101CALIFORNIA STREET WAREHOUSE

City of Redlands, California

LILBURN CORPORATION

FIGURE 3

12. Evaluation Format:

This Initial Study is prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. This format of the study is presented as follows. The project is evaluated based upon its effect on eighteen (18) major categories of environmental factors. Each factor is reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study Checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact

Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

1. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.
2. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.
3. Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are: (List mitigation measures).
4. Significant adverse impacts have been identified or anticipated. An Environmental Impact Report (EIR) is required to evaluate these impacts, which are: (List the impacts requiring analysis within the EIR).

At the end of the analysis the required mitigation measures are restated and categorized as being either self- monitoring or as requiring a Mitigation Monitoring and Reporting Program.

1.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture & Forestry Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology/Water Quality	☐ Land Use / Planning	☐ Mineral Resources
☐ Noise	☐ Population / Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities / Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

1.3 ENVIRONMENTAL DETERMINATION

On the basis of this Initial Study, the City of Redlands Environmental Review Committee finds:

☐ I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the Proposed Project would have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the Proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect: 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the Proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Proposed Project, nothing further is required.

Kevin Beery — March 26, 2024
Signature — Date

Kevin Beery
Printed Name — For

ENVIRONMENTAL CHECKLIST FORM

I. AESTHETICS – Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	☒
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

a) **Less Than Significant.** Scenic vistas in the General Plan Planning Area consist of the scenic corridors and views to and from the open spaces, canyonlands, hillsides, groves, and the San Bernardino Mountains.[1] The East Valley Corridor Specific Plan (EVCSP) concludes that the mountain background will be maintained and should be enhanced by landscaping and well-designed development. The Proposed Project would provide 82,104 SF of landscape. The Project Site was previously developed as a recreational water park until 2018; the tallest structures that existed on-site are estimated to have exceeded the maximum building height of the Proposed Project which would be 49 feet from grade. The Proposed Project would be redeveloped as a warehouse facility in compliance with development standards including building height restrictions, established in the General Plan and the EV/SD zoning district. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

b) **No Impact**. As previously stated, the Project Site is currently an abandoned developed lot which was utilized as an amusement park until 2018. The nearest State Scenic highway is I-210,[2] located approximately 1.5 miles east of the Project Site. The land between the Project Site and I-210 is completely developed. No rock outcroppings or historic buildings are located within the Project Site; resources are limited to the remaining ornamental trees which are not being cared for. Therefore, implementation of the Proposed Project would

[1] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.
[2] San Bernardino County. Policy Plan web maps. NR-3 "Scenic Routes & Highways." Accessed December 8, 2023.

not substantially degrade scenic resources within a state scenic highway. No impacts are identified or anticipated, and no mitigation measures are required.

c) **No Impact.** The Proposed Project is redevelopment of the Project Site as a warehouse facility. The Proposed Project proposes 82,104 SF of landscaping. Therefore, the general aesthetics of the site would change from an abandoned and neglected prior use to a new industrial building with site landscaping. These changes would be considered beneficial. Moreover, the Project Site is located in a developed area that includes existing industrial and commercial uses. The Project Site is currently zoned EV/SD. The Proposed Project would be an allowable use within this zoning district. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

d) **Less than Significant**. The Proposed Project would not generate a significant amount of light and glare when compared to the surrounding area, which includes streetlights and security and other lighting associated with existing land uses. Currently, the Project Site consists of a developed lot which was utilized as a recreational water park until vacated in 2018. The Proposed Project would redevelop the Project Site as a warehouse facility. The design and placement of light fixtures within the future development would be reviewed for consistency with City standards and subject to City approval. City Standards require shielding, diffusing, or indirect lighting to avoid glare. Lighting would be selected and located to confine the area of illumination to be within the Project Site. Since lighting would be designed to prohibit spill-over onto adjacent residential development to the south, east and west, no significant impacts would result. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

II. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the	☐	☐	☒	☐

California Resources Agency, to non-agricultural use?				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

a) **Less than Significant**. The Project Site is identified as "Urban and Built-Up Land."[3] Urban and Built-up Land is used for residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, and other developed purposes.[4] As no Prime or Unique Farmlands or Farmland of Statewide Importance are located within or adjacent to the Project Site, no conversion of such farmlands will occur. Impacts related to this issue would be less than significant and no mitigation is required.

b) **No Impact.** Williamson Act contracts restrict land development of contract lands.[4] These contracts typically limit land use to agriculture, recreation, and open space, unless otherwise stated in the contract. The Project Site is currently zoned Special Development (EV/SD). It is not zoned for agricultural use is not enrolled in a Williamson Act contract.[5] Implementation of the Proposed Project would not interfere with such a contract. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

c) **No Impact.** The Project Site has a land use designation of Commercial/Industrial and is currently zoned Special Development (EV/SD). The Proposed Project would not Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources

[3] California Department of Conservation. California Important Farmland Finder. Accessed December 8, 2023.
[4] California Department of Conservation. Important Farmland Categories. Accessed December 8, 2023.
[5] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017. Figure 3.2-1: Farmland Classifications.

Code section 12220(g), timberland. The Project Site does not contain forestland. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

d) **No impact.** The Project Site does not support, nor is it near any forest land. Therefore, implementation of the Proposed Project would not convert forest land to non-forest use. No impacts are identified or anticipated, and no mitigation measures are required.

e) **No Impact.** The Project Site does not support agricultural or forest land uses that would be lost as a result of the Proposed Project implementation. There are no such land uses in the vicinity. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

	Potentially Significant Impact	Less than Significant with Mitigation.	Less than Significant	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

a) **Less than Significant.** Urban Crossroads prepared an Air Quality Impact Analysis for the Proposed Project in October 2023 which is available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and at the Development Services Department, 35 Cajon St Suite 20, Redlands, and is summarized herein (see Appendix A). The Project Site is located in the South Coast Air Basin (SCAB). The South Coast Air Quality Management District (SCAQMD) has jurisdiction over air quality issues and regulations within the SCAB. The Air Quality Management Plan (AQMP) for the SCAB establishes a program of rules and regulations administered by the SCAQMD to obtain attainment of the state and federal ambient air quality standards. The most recent

AQMP (AQMP 2016) was adopted by the SCAQMD on March 3, 2017.[6] The 2016 AQMP identifies strategies and control measures needed to achieve attainment of the 8-hour ozone standard and federal annual and 24-hour standard for PM2.5 in the SCAB. Consistency with the AQMP is determined through evaluation of whether a project would exceed the estimated emissions used as the basis of the AQMP, which are based, in part, on population projections developed by the Southern California Association of Governments (SCAG). The SCAG forecasts are based on local general plans and other related documents, such as housing elements, that are used to develop population projections and traffic projections. Consistency with the AQMP for general development projects is determined by demonstrating compliance with local land use plans and/or employment projections. A project is non-conforming if it conflicts with or delays implementation of any applicable attainment or maintenance plan. A project is conforming if it complies with all applicable SCAQMD rules and regulations, complies with all proposed control measures that are not yet adopted from the applicable plan(s), and is consistent with the growth forecasts in the applicable plan(s) (or is directly included in the applicable plan).

The Proposed Project does not involve amendments to land use or zoning designations and therefore is accounted for in the AQMP. Additionally, because the site was previously developed with an amusement park, the Air Quality Impact Analysis utilized the past emissions values as the existing condition baseline for the Proposed Project's new development emissions.[7]

Construction of the Proposed Project would involve the use of off-road equipment, haul trucks, and worker commute trips. Assumptions for off-road equipment emissions in air quality plans are developed based on hours of activity and equipment population reported to CARB for rule compliance. The use of construction equipment in the AQMP is estimated for the region on an annual basis, and construction-related emissions are estimated as an aggregate in the AQMP. Since construction is limited to short-term activities and construction activities would not involve unusual characteristics that would necessitate the use of extensive off-road equipment usage, the Proposed Project would not increase the assumptions for off-road equipment use in the AQMP. Construction activities would also comply with the applicable SCAQMD rules and regulations, including Rule 401 (Visible Emissions), Rule 402 (Nuisance), Rule 403 (Fugitive Dust), and Rule 1113 (Architectural Coating), which are developed to implement AQMP control measures. In addition, the Proposed Project would result in emissions that would be below the SCAQMD regional and localized thresholds during construction, as concluded in responses III) b and III) c below. The thresholds were developed to assist the region in attaining applicable state and federal ambient air quality standards; therefore, the Proposed Project would not result in an increase in the frequency or severity of existing air quality violations and would not have the potential to cause or affect a violation of the ambient air quality standards. Therefore, construction activities would not conflict with the applicable air quality plan.

[6] City of Redlands. General Plan Update and Climate Action Plan. *Environmental Impact Report*. July 21, 2017. Accessed December 18, 2023.
[7] Urban Crossroads. Air Quality Impact Analysis and Greenhouse Gas Analysis. October 12, 2023.

The Proposed Project would not involve any uses that would increase population beyond that considered in the General Plan. The Proposed Project is consistent with the General Plan land use designation of Commercial/Industrial. As such, the Proposed Project's operational activities would not involve any uses that would increase population or vehicle trips beyond that considered in the General Plan, which was used to develop the assumptions in the 2016 AQMP. Therefore, the Proposed Project's operational emissions have been accounted for in the AQMP and would not exceed the current assumptions used to develop the AQMP. As shown below, the Proposed Project would generate operational emissions below the SCAQMD regional and localized thresholds. Therefore, the Proposed Project's operational emissions would not result in an increase in the frequency or severity of existing air quality violations and would not have the potential to cause or affect a violation of the ambient air quality standards.

No significant impacts are identified or anticipated, and no mitigation measures are required.

b) **Less than Significant.** By its very nature, air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development within the SCAB, and this regional impact is cumulative rather than being attributable to any one source. A project's emissions may be individually limited, but cumulatively considerable when taken in combination with past, present, and future development projects. Projects that would not exceed the thresholds of significance would not contribute a cumulatively considerable amount of criteria air pollutant emissions to the region's emissions profile and would not impede attainment and maintenance of ambient air quality standards.

Construction

Emissions were estimated using the California Emissions Estimator Model (CalEEMod), version 2022. Construction emissions are considered short-term, temporary emissions but have the potential to result in a significant impact on air quality. Construction activities for the Proposed Project would generate temporary emissions of precursors to ozone (VOC and NOX), CO, SO_X, PM_{10}, and $PM_{2.5}$. Mobile equipment, such as off-road construction equipment and on-road motor vehicles, generate exhaust emissions of VOC and NOX, CO, SO_X, PM_{10}, and $PM_{2.5}$. Fugitive particulate matter dust emissions (PM_{10}, and $PM_{2.5}$) are also associated with site preparation/ grading activities as well as travel on unpaved and paved roads and vary as a function of parameters such as soil silt content, soil moisture, wind speed, acreage of disturbance area, and miles traveled by construction vehicles.

Construction is anticipated to occur between July 2024 through May 2025. The Air Quality Impact analysis also estimated the total number of construction-related vehicle trips to and from the Project Site (as described in Table 1). Using these assumptions, daily worker trips would range between 15 to 224 trips.

Table 1
Construction Trip Assumptions

Phase Name	Worker Trips Per Day	Vendor Trips Per Day	Total Hauling Trips
Demolition	15	5	35
Site Preparation	18	3	0
Grading	20	8	196
Building Construction	150	43	0
Paving	15	0	0
Architectural Coating	30	0	0

Source: Air Quality Impact Analysis

Additionally, as shown in Table 2, construction-related emissions would not exceed the SCAQMD maximum daily thresholds of significance for any criteria pollutants. Consistent with SCAQMD Rule 403, the analysis assumed the Proposed Project would implement typical best management practices (BMPs) during construction, such as appropriate dust-abatement measures (watering exposed areas at least twice per day and limiting vehicle speeds to 15 miles per hour on unpaved roads) to comply with SCAQMD Rule 401 (Visible Emissions), Rule 402 (Nuisance), and Rule 403 (Fugitive Dust).

Table 2
Construction-Related Maximum Daily Emissions

Year/Description	Emissions (lbs/day)					
	VOC	NO_x	CO	SO_x	PM_{10}[a]	$PM_{2.5}$[a]
Summer						
2024	3.92	51.63	41.50	0.15	8.37	4.22
2025	63.51	22.28	41.65	0.05	3.79	1.50
Winter						
2024	2.07	14.64	24.67	0.04	2.89	1.08
2025	63.45	22.43	37.91	0.05	3.79	1.50
Maximum Daily Emissions	**63.51**	**51.63**	**41.65**	**0.15**	**8.37**	**4.22**
SCAQMD Threshold (lbs/day)	75	100	550	150	150	55
Exceeds Threshold	**No**	**No**	**No**	**No**	**No**	**No**

Source CalEEMod 2022

Notes: [a]Emission estimates assume implementation of fugitive dust control requirements per SCAQMD Rule 403. VOC = volatile organic compounds; NO_x = nitrogen oxides; CO = carbon monoxide; SO_x = sulfur oxides; PM_{10} = suspended particulate matter less than 10 micrometers in diameter; $PM_{2.5}$ = fine particulate matter less than 2.5 micrometers in diameter; lbs/day = pounds per day.

As shown in Table 2, both summer and winter season construction emissions are below SCAQMD thresholds. The Proposed Project does not exceed applicable SCAQMD regional thresholds during construction activities. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

Operation

Mobile source emissions would be associated with vehicle trips to and from the site by future employees and contractors. Trip generation for the Proposed Project was based on information provided in the Traffic Analysis, dated December 14, 2023, provided by Urban Crossroads which is available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and at the Development Services Department, 35 Cajon St Suite 20, Redlands, and is summarized herein (see Appendix B). The Proposed Project would be anticipated to generate approximately 842 total daily trips, with 648 consisting of passenger vehicles and 194 of truck trips. Since mobile source emissions between passenger vehicles and trucks vary, and the trip distances between the two vehicle types will also differ, the Air Quality study analyzed these two sources of emissions to estimate the total impact of mobile source emissions. As shown in Table 3 and 4, project operational emissions would not exceed the SCAQMD regional thresholds of significance.

Table 3
Summer Operational Emissions Summary
(Pounds Max Per Day)

Source	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Mobile Source	3.05	19.40	43.55	0.22	12.33	3.39
Area Source	10.73	0.13	15.55	0.00	0.03	0.02
Total Maximum Daily Emissions	**13.78**	**19.54**	**59.10**	**0.22**	**12.36**	**3.41**
Existing Emissions	6.21	7.49	71.59	0.16	13.52	3.51
Net Emissions (Proposed – Existing)	**7.57**	**12.04**	**-12.48**	**0.06**	**-1.16**	**-0.10**
SCAQMD Regional Threshold (lbs/day)	55	55	550	150	150	55
Exceed Threshold	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022

As shown in Table 3, the summer operational emissions are below SCAQMD thresholds. The Proposed Project would not exceed applicable SCAQMD regional thresholds during construction activities. The Proposed Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Therefore, no significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

Table 4
Winter Operational Emissions Summary
(Pounds Max Per Day)

Source	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Mobile Source	2.51	15.79	32.57	0.17	10.06	2.75
Area Source	9.93	0.09	10.65	0.00	0.02	0.01

Source	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Total Maximum Daily Emissions	**12.43**	**15.88**	**43.23**	**0.17**	**10.08**	**2.77**
Existing Emissions	5.76	8.08	58.27	0.15	13.52	3.51
Net Emissions (Proposed – Existing)	**6.68**	**7.79**	**-15.04**	**0.02**	**-3.45**	**-0.75**
SCAQMD Regional Threshold (lbs/day)	55	55	550	150	150	55
Exceed Threshold	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022

As shown in Table 4, the winter operational emissions are below SCAQMD thresholds. The Proposed Project would not exceed applicable SCAQMD regional thresholds during operational activities. The Proposed Project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. Therefore, no significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

c) **Less than Significant.** Air pollution does not affect every individual in the population in the same way, and some groups are more sensitive to adverse health effects than others. Land uses such as residences, schools, day care centers, hospitals, and nursing and convalescent homes are considered to be the most sensitive to poor air quality because the population groups associated with these uses have increased susceptibility to respiratory distress or, as in the case of residential receptors, their exposure time is greater than that for other land uses. Therefore, these groups are referred to as sensitive receptors. SCAQMD defines sensitive receptors as children, adults, and seniors occupying or residing in residential dwellings, schools, day care centers, hospitals, and senior-care facilities. The Project Site is approximately 0.17 miles north of an existing residential development. Other sensitive receptors located near the Project Site would be Mission Elementary School approximately 0.3 miles south of the project.

Health Risk Assessment (HRA)

A Mobile Source Health Risk Assessment dated October 12, 2023, was prepared by Urban Crossroads for the Proposed Project which is available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and at the Development Services Department, 35 Cajon St Suite 20, Redlands, and is summarized herein (see Appendix C). This report evaluates the potential health risk impacts associated with the development of the Project to sensitive receptors in the area, including residents and adjacent workers. Health risks are those that may occur as a result of exposure to Toxic Air Contaminants (TACs) including diesel particulate matter (DPM) from heavy-duty diesel trucks accessing the site.

Construction

The existing nearby land use with the greatest potential exposure to Project construction-source DPM emissions is an existing residential development which is located approximately 0.17 miles south of the Project Site. At the maximally exposed individual

receptor (MEIR), the maximum incremental cancer risk attributable to Project construction-source DPM emissions is estimated at 0.30 in one million, which is less than the SCAQMD's significance threshold of 10 in one million. At this same location, non-cancer risks were estimated to be <0.01, which would not exceed the applicable threshold of 1.0. The Proposed Project would not cause a significant human health or cancer risk to adjacent land uses as a result of Project construction activity. All other receptors during construction activity would experience less risk than what is identified for this location.

Operations

Residential Exposure Scenario:

As Previously mentioned, the land use with the greatest potential exposure to Project construction-source DPM emissions is an existing residential development which is located approximately 0.17 miles south of the Project Site. At the maximum exposed individual resident (MEIR), the maximum incremental cancer risk attributable to Project operational-source DPM emissions is estimated at 0.15 in one million, which is less than the SCAQMD's significance threshold of 10 in one million. At this same location, non-cancer risks were estimated to be <0.01, which would not exceed the applicable significance threshold of 1.0. The Proposed Project would not cause a significant human health or cancer risk to adjacent land uses as a result of Project operational activity.

Worker Exposure Scenario:

The worker receptor land use with the greatest potential exposure to Proposed Project operational source DPM emissions is an adjacent industrial development, located approximately 105 feet west of the Project Site. At the MEIW, the maximum incremental cancer risk impact is 0.12 in one million which is less than the SCAQMD's threshold of 10 in one million. Maximum non-cancer risks at this same location were estimated to be <0.01, which would not exceed the applicable significance threshold of 1.0. The adjacent industrial development is the worker receptor that would experience the highest concentrations of DPM during Proposed Project's operation due to meteorological conditions at the site. All other worker receptors in the vicinity of the project would be exposed to less emissions and therefore less risk than the MEIW identified herein. Therefore, the Project would not be anticipated to cause a significant human health or cancer risk to nearby workers.

School Child Exposure Scenario:

The nearest school is Mission Elementary School, located approximately 1,631 feet south of the Project Site. The maximally exposed individual school child (MEISC) is the school receptor that would experience the highest modeled concentrations of DPM, and thus the highest risk. At the MEISC, the maximum incremental cancer risk impact attributable to the Project is calculated to be 0.01 in one million, which is less than the significance threshold of 10 in one million. At this same location, non-cancer risks attributable to the Project were calculated to be <0.01, which would not exceed the applicable significance threshold of 1.0. Because all other modeled school receptors would be exposed to lower concentrations of DPM, all other school receptors in the vicinity of the of the Project would be exposed to less emissions and therefore less risk than the MEISC identified herein.

Therefore, the Proposed Project would not be anticipated to cause a significant human health or cancer risk to nearby school children.

Operation of the Proposed Project would not exceed the thresholds of significance. Therefore, the Proposed Project would not expose sensitive receptors to substantial pollutant concentrations and this impact would be less than significant.

No significant impacts are identified or anticipated, and no mitigation measures are required.

d) **Less than Significant.** The occurrence and severity of other emissions, such as those leading to odor impacts, depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. While offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies. Typical facilities that generate odors include wastewater treatment facilities, sanitary landfills, composting facilities, petroleum refineries, chemical manufacturing plants, agriculture, and food processing facilities (SCAQMD 2005). Construction activities associated with the Proposed Project could result in short-term odor emissions from exhaust associated with construction equipment. The Proposed Project would utilize typical construction techniques, and the odors would be typical of most construction sites and temporary in nature. Project operations would not include any land uses identified by the SCAQMD as being associated with the generation of objectionable odors. The Project Site has been fully disturbed and developed, and has been vacant since 2018. The site is intended to be utilized as a warehouse, which is not a use that is prone to emit odors that would adversely affect a substantial number of people.

Therefore, no significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

IV. BIOLOGICAL RESOURCES

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?				
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☒	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒

a) **Less than Significant.** The Project Site has been subjected to a high level of disturbance as it is the former Splash Kingdom amusement park site (currently non-operational).

There are 19 species that are State or federally listed as rare, threatened, or endangered species that have been or were identified as potentially present within the General Plan Planning Area.[8] Only the following eight species are known to either be present or have a moderate to high probability of occurring: Nevin's barberry; Slender-horned spineflower; Santa Ana River woolly star; Southwestern willow flycatcher; California gnatcatcher; Least Bell's vireo; San Bernardino kangaroo rat; and Stephens' kangaroo rat.[9] These species are present or have a moderate to high probability of occurring within the General Plan Planning area due to the presence of suitable habitat, mainly along the Santa Ana River, Mill Creek, or San Timoteo Creek. The Project Site does not occur within or near these identified suitable habitats. The Project Site is not located in an area containing critical habitats for the Santa Ana Sucker, the Southern Willow Flycatcher, and the San Bernardino Kangaroo Rat.[10] The Arroyo toad may also be present in Redlands but has a low probability of occurring along San Timoteo Creek or other drainages in the area. The other 10 species that are listed as rare, threatened, or endangered, and that are reported from

[8] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017
[9] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.
[10] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017. Figure 3.4-2: Critical Habitat and Principal Waters.

the general vicinity of Redlands are not expected to occur within the Planning Area. According to the San Bernardino County Valley/Mountain Region Biotic Resources Overlay, the Project Site is within an area that can support suitable habitat for burrowing owl.[11]

The Project Site is surrounded by commercial development and industrial distribution centers to the north and west. Offices, commercial, medical, and institutional uses are located to the east. The I-10 and Metrolink route is directly south of the Project Site, with an agricultural orange grove and commercial gas station occurring beyond I-10. The site currently contains remnants of the former amusement park's abandoned attractions and structures.

Additionally, the ornamental vegetation that occurs on the Project Site and immediate surrounding area contains habitat suitable for nesting birds. As such, pre-construction surveys are warranted and recommended to reduce the potential impacts to nesting birds, should project construction occur during the bird nesting season. Therefore, possible significant adverse impacts have been identified or are anticipated and the following mitigation measure is required as a condition of project approval to reduce these impacts to a level below significant.

Mitigation Measure BIO-1:

Preconstruction Nesting Bird Survey **-** If construction or other Project activities are scheduled to occur during the nesting bird season (February 1 through August 31), a preconstruction nesting bird survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the Project Site and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized non-disturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled to occur during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.

The implementation of Mitigation Measure BIO-1 would ensure that potential impacts to candidate, sensitive or special status species are avoided by the project. Therefore, the Proposed Project would not involve habitat modifications or activities that would have adverse effects on biological resources.

b) **No Impact.** Riparian/Riverine areas are lands which contain habitat dominated by trees, shrubs, persistent emergent vegetation, or emergent mosses and lichens, which occur close

[11] http://www.sbcounty.gov/Uploads/lus/BioMaps/vly_mtn_all_biotic_resources_map_final.pdf

to or which depend upon soil moisture from nearby freshwater sources, or areas with freshwater flow during all or a portion of the year. Most riparian areas are designated Open Space under the General Plan, and would thus be protected from direct impacts from development.[12] The Project Site is currently designated Commercial/Industrial in the East Valley Corridor Specific Plan. As stated previously, the Project Site is highly disturbed. There is no riparian habitat or other sensitive natural community on-site. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

c) **No Impact.** The Project Site is completely disturbed from the prior use which was vacated in 2018 with various structures remaining. Additionally, the Project Site as well as the surrounding uses are within a Commercial/Industrial land use category, which would not include any wetland resources. Therefore, the Proposed Project would not have a substantial adverse effect on state or federally protected wetlands. No impacts are identified or anticipated, and no mitigation measures are required.

d) **Less than Significant.** Wildlife movement and the fragmentation of wildlife habitat are recognized as critical issues that must be considered in assessing impacts to wildlife. Habitat fragmentation is the division or breaking up of larger habitat areas into smaller areas that may or may not be capable of independently sustaining wildlife and plant populations. Habitat linkages provide connections between larger habitat areas that are separated by development. Wildlife corridors are similar to linkages but provide specific opportunities for animals to disperse or migrate between areas.

The San Bernardino County Land Use Plan Open Space Element depicts wildlife corridors within the Valley and Mountain Areas. According to the Land Use Plan, the Project Site has not been identified as occurring within a Wildlife Corridor.[13] The Project Site is located in a developed area mixed with industrial and commercial uses. It is surrounded by industrial and commercial uses to the north, east, and west, and the I-10 freeway, residential and commercial uses exist to the south of the Project Site. The Project Site and its immediate vicinity are not suitable for facilitating the movement of fish or wildlife. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

e) **Less than Significant.** The Project Site currently has remnant ornamental trees remaining from the prior water park. The Proposed Project has a landscape plan that would include approximately 82,104 sf of new irrigated landscaping along the northern, eastern, and southern property lines. Additionally, the Proposed Project would be required to abide by the City of Redlands Municipal Code Chapter 12.52, describing trees and tree protection along streets and in public places. Therefore, with the adherence to Municipal Code Chapter 12.52, no significant impacts would be identified or anticipated, and no mitigation measures are required.

f) **No Impact.** The City of Redlands General Plan and the California Department of Fish and Wildlife's California Natural Community Conservation Plans do not identify the Project

[12] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.
[13] San Bernardino County Land Use Plan. General Plan Open Space Element. Accessed December 20, 2023.

Site, nor the vicinity to be within a Habitat Conservation Plan.[14] Additionally, the Proposed Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan because at present, there are no adopted regional HCPs or natural community conservation plans within Redlands.[15] Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

V. CULTURAL RESOURCES

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

a, b) **Less than Significant with Mitigation.** A Phase I Cultural Resources Survey and Paleontological Assessment dated October 18, 2023, was conducted by BFSA Environmental Services for the Proposed Project, and is available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and at the Development Services Department, 35 Cajon St Suite 20, Redlands, and is summarized herein (see Appendix D) . The Project Site is situated within the broad, fault-bounded alluvial valley of the Santa Ana Wash between the San Bernardino Mountains to the north and the San Timoteo Badlands to the south. The project overlies middle Holocene young axial-valley deposits. These sedimentary deposits are characterized as fine – to coarse – grained sands and pebbly sands. An archaeological records search was conducted by BFSA at the SCCIC at CSU Fullerton.

The records search did not identify any recorded resources within the project. However, 62 resources (one prehistoric, one multicomponent, and 60 historic) were recorded within one mile of the project. The single prehistoric resource is an isolate, while the multicomponent resource is the Guachama Rancheria Site. The remaining 60 historic resources are primarily associated with the historic development of the region and are mostly comprised of built resources. The records search also indicated that a total of 43 cultural resources studies have been conducted within a one-mile radius of the project. However, none of the studies on file with the SCCIC were within the subject property.

[14] California Department of Fish and Wildlife. California Natural Community Conservation Plans. August 2023. Accessed December 20, 2023.
[15] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.

The Project Site currently consists of a developed lot, which has been vacated and cleared of buildings. The Proposed Project would result in redevelopment of the Project Site with a warehouse. Although the Project Site has previously been fully graded, the Proposed Project would involve new grading and other earthwork that could potentially unearth unknown historic and archeological resources. To ensure potential impacts to these resources are reduced to a less than significant level, the following mitigation measure shall be implemented:

Mitigation Measure CR-1:

In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

c) **Less than Significant with Mitigation.** Construction activities, particularly grading, soil excavation and compaction, could adversely affect unknown buried human remains. The discovery of human remains is always a possibility during ground-disturbing activities. Therefore, possible significant adverse impacts have been identified or anticipated and Mitigation Measure CR-2 is required to reduce these impacts to a less than significant level.

Mitigation Measure CR-2:

If human remains are discovered, work shall halt in that area until a determination can be made regarding the provenance of the human remains, and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98), and the State Health and Safety Code (Sec. 7050.5) shall be undertaken. All work shall be directed away from the location of the discovery and any nearby area reasonably suspected of overlaying adjacent human remains until a determination can be made by the medical examiner. The medical examiner will determine if the remains are or are most likely to be of Native American origin. If human remains are determined to be Native American, the medical examiner will notify the NAHC within 24 hours. If human remains are not Native American, the medical examiner will determine the appropriate course of action with the city staff (Public Resources Code 5097.98).

Implementation of Mitigation Measures CR-1 and CR-2 would ensure that no significant impacts to historical and archaeological resources occur.

VI. ENERGY

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

a) **Less than Significant.**

Electricity
Southern California Edison (SCE) provides electricity to the area of the Project Site. Under the prior use as a water park, the Project Site received service from SCE; although demand for energy during peak operations has not been determined. The analysis for the Proposed Project therefore utilized CalEEMod defaults which incorporates the application of the 2005, 2008, 2013, 2016, and 2019 Title 24 standards to the building's design. The Air Quality Study prepared by Urban Crossroads identified that the estimated electricity consumption would be approximately 2,707,264 kilowatt hours (kWh) per year for the Proposed Project. The industry sector of the Southern California Edison planning area consumed approximately 17,353 GWh of electricity in 2022.[16] The increase in electricity demand from the project would result in approximately 2.71 GWh per year, which would represent a 0.02 percent of the overall 2022 SCE industry consumption. Therefore, projected electrical demand would not significantly impact SCE's level of service.

Based on information provided by the Project applicant, the site is not expected to utilize natural gas for any energy consumption. It should be noted that the Project would include solar photovoltaic with the capability to off-set 100 percent of building electricity demand. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

b) **Less than Significant.** The Proposed Project would be required to comply with the California Building Code (CBC) and California Green Building Standards Code (CALGreen Code) pertaining to energy and water conservation standards in effect at the time of construction. The Proposed Project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and therefore no significant impacts are anticipated, and no mitigation measures are recommended Impacts would be less than significant and no mitigation is required.

[16]California Energy Commission. https://ecdms.energy.ca.gov/Default.aspx. Accessed December 21, 2023.

VII. GEOLOGY AND SOILS

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii. Strong seismic ground shaking?	☐	☒	☐	☐
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv. Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 181-B of the California Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

a)

i. **Less Than Significant.** A Geotechnical Engineering Investigation, dated May 2, 2023, and reviewed February 1, 2024, was prepared for the Proposed Project by NorCal Engineering which is available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and at the Development Services Department, 35 Cajon St Suite 20, Redlands, and is summarized herein (see Appendix E). As stated in the geotechnical report, the proposed development lies outside of any Alquist Priolo Special Studies Zones and the potential for damage due to direct fault rupture is considered unlikely. The nearest active fault would be the San Jacinto (San Bernardino Valley Segment) Fault zone is located approximately 3.7 miles west of the Project Site.

No evidence of surface faulting was observed on the property during site reconnaissance. Furthermore, there are no active fault traces in the immediate vicinity of the Project Site. Accordingly, the Project Site is not within an Earthquake Fault Zone (Special Studies Zone) and will not require a special site investigation by an Engineering Geologist. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

ii. **Less Than Significant with Mitigation.** The site is located in a seismically active area of Southern California. As stated previously, the nearest active fault line is the San Jacinto fault zone located approximately 3.7 miles west of the Project Site. Ground shaking originating from earthquakes along other active faults in the region is expected to induce lower horizontal accelerations due to smaller anticipated earthquakes and/or greater distances to other faults. The Proposed Project would be required to adhere to existing building codes and state and local regulations to minimize any potential significant seismic impact to the Project Site. Additionally, the Proposed Project shall implement Mitigation Measure GEO-1 below to ensure that the hazards due to seismic ground shaking are addressed.

Mitigation Measures GEO-1:

The recommendations regarding site preparation and construction, as described in a Final Geotechnical Investigation as approved by the City Engineer, shall be incorporated into project design.

Therefore, with the implementation of GEO-1 the Proposed Project would be anticipated to pose a less than significant impact on future seismic related events.

iii. **Less Than Significant Impact.** Liquefaction is a phenomenon in which cohesion-less, saturated, fine-grained sand and silt soils lose shear strength and exhibit fluid-like flow behaviors due to seismic-related ground failure. The main factors contributing to liquefaction potential are:

1. Cohesionless, granular soils having relatively low density (usually of Holocene age);
2. Shallow groundwater (generally less than 50 feet); and
3. Moderate to high seismic activity

Based on the geotechnical analysis, the site is expected to experience ground shaking and seismic activity, which is a factor that contributes to the potential of liquefaction. However, since the depth to groundwater is estimated to be greater than 100 feet in the vicinity of the site, the risk of liquefaction (sudden loss of shear strength in a saturated cohesionless soil) is considered negligible. Based on review of the City of Redlands 2035 General Plan, the Project Site does not lie within an area designated as a high, medium, or low liquefaction susceptibility.[17] Additionally, the San Bernardino County Land Use Plan identifies that the Project Site is not within zones of "Suspected Liquefaction Susceptibility."[18]

Furthermore, the design of the proposed construction would be required to adhere to the latest Building Code provisions for earthquake design which would provide mitigation for ground shaking hazards that are typical to Southern California. Therefore, the Proposed Project would be anticipated to have a less than significant impact on geologic hazards related to ground failure.

iv. **Less Than Significant Impact.** The Project Site exists on primarily flat land due to the prior development of a waterpark. Currently, the Project Site contains the remains of pool establishments which range from 2 to 7 feet below the existing ground surface. However, the Proposed Project would include cut and fill procedures to achieve finished grade elevations. Additionally, based on the San Bernardino Countywide Plan, the Project Site does not exist within an area at risk of liquefaction or landslides.[19] Lastly, the geotechnical analysis recommends that site inspections be performed by a qualified geologist during all grading and construction of the development to verify the findings and recommendations within the geotechnical report. Therefore, a less than significant impact would be anticipated, and no mitigation measures are required.

b) **Less than Significant.** Erosion is a process that causes geologic surfaces to be worn away overtime due to chemical or physical abrasive factors such as rain or wind. During the development of the Project Site, which would include disturbance of approximately 14.1 acres (of the approximately 16-acre site), project-related dust may be generated due to the operation of construction equipment on-site or due to high winds. Additionally, erosion of soils could occur due to a storm event. Development of the Proposed Project would disturb more than one acre of soil; therefore, the Proposed Project is subject to the

[17] City of Redlands 2035 General Plan. Chapter 7. Healthy Community, Figure 7-28.
[18] County of San Bernardino Land Use Plan. General Plan. Geologic Hazard Overlays. (FH31 C).
[19] San Bernardino Countywide Plan. HZ-2 Liquefaction and Landslides. October 2020. Accessed January 9, 2024.

requirements of the State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-2009-DWQ). Construction activity subject to this permit includes clearing, grading, and disturbances to the ground such as stockpiling or excavation. The Construction General Permit requires the development and implementation of a Storm Water Pollution and Prevention Plan (SWPPP). The SWPPP must list Best Management Practices (BMPs) to avoid and minimize soil erosion. Adherence to BMPs is anticipated to ensure that the Proposed Project does not result in substantial soil erosion or the loss of topsoil. No significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

c) **Less than Significant Impact.** As previously stated, the Project Site exists on primarily flat land due to the prior development and is surrounded by urbanized development. Based on the San Bernardino Countywide Plan, the Project Site does not exist within an area at risk of liquefaction or landslides.[20] Lateral Spreading is known as a pervasive type of seismic-induced ground failure that may occur on gentle slopes or near free-faces, such as river channels.[21] Because the Project Site is primarily flat, and is encompassed by urbanized uses, seismic induced lateral spreading is not likely to exist within the Project Site.

The geotechnical report identified that the soil shrinkage will be on the order of five to ten percent due to excavation and recompaction, based upon the assumption that the fill is compacted to 92 percent of the maximum dry density per ASTM standards. Subsidence within the Project Site is expected to be approximately 0.2 feet due to earthwork operations. Additionally, construction of all structures would be required to comply with the 2022 California Building Code. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

d) **No Impact.** Expansive soils are fine grained clay soils generally found in historical floodplains and lakes. Expansive soils are subject to swelling and shrinkage in relation to the amount of moisture present in the soil. As concluded in the geotechnical report, the upper onsite soils are very low in expansion potential. Additionally, the onsite soils may be considered non-expansive for design purposes and may be used as a source of Engineered Fill with respect to constructing the planned improvements. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

e) **No Impact.** The Proposed Project would connect to the City's existing sewer collection system which includes a sewer main along California Street. No septic tanks or alternative wastewater disposal are proposed. No impacts are identified or are anticipated, and no mitigation measures are required.

f) **Less Than Significant with Mitigation.** Paleontological resources, including fossils, have been found in the Redlands area, and there is potential for paleontological finds to occur in

[20] San Bernardino Countywide Plan. HZ-2 Liquefaction and Landslides. October 2020. Accessed January 9, 2024.
[21] USGS. Assessing Lateral Spread Hazards in Areas Prone to Great and Long-Duration Earthquakes. 2015. Accessed January 9, 2024.

remaining, unexcavated open space areas within and adjacent to the City of Redlands.[22] These resources are found in geologic strata conducive to their preservation, typically sedimentary formations. Paleontological resources have been identified in San Timoteo Canyon area in the past.

The Project Site is located in a developed area mixed with industrial and commercial uses. It is surrounded by commercial development and industrial distribution centers to the north and west. Offices, commercial, medical, and institutional uses are located to the east. The I-10 and Metrolink route is directly south of the Project Site, with an orange grove and gas station occurring beyond I-10. The property has been previously developed, however, has been vacant since 2018. The Proposed Project would redevelop the Project Site as a warehouse facility.

Given the property's current condition and surrounding development, there is low potential for paleontological finds during project construction. However, in the event that paleontological resources are discovered, the following mitigation measure shall be implemented:

Mitigation Measure GEO-2:

Establish a procedure for the management of paleontological materials found on-site during project development, including the following provisions:

- If materials are found on-site during grading, it is required that work be halted until a qualified paleontologist evaluates the find to determine if it represents a significant paleontological resource.
- If the resource is determined to be significant, the paleontologist shall supervise removal of the material and determine the most appropriate archival storage of the material.
- Appropriate materials shall be prepared, catalogued, and archived at the applicant's expense and shall be retained within San Bernardino County if feasible.

Therefore, with the implementation of **Mitigation Measure GEO-2**, the Proposed Project would pose a less than significant impact on potentially significant geologic or paleontological resources.

VIII. GREENHOUSE GAS EMISSIONS

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact

Would the project:

[22] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.	☐	☐	☒	☐
b) Conflict with an applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gases.	☐	☐	☒	☐

a) **Less than Significant.** A Greenhouse Gas Analysis dated October 12, 2023, was prepared for the Proposed Project by Urban Crossroads which is available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and at the Development Services Department, 35 Cajon St Suite 20, Redlands, and is summarized herein (see Appendix F). Gases that absorb and re-emit infrared radiation in the atmosphere are called greenhouse gases (GHGs). GHGs are present in the atmosphere naturally, are released by natural sources, or are formed from secondary reactions taking place in the atmosphere. The gases that are widely seen as the principal contributors to human-induced climate change include carbon dioxide (CO_2), methane (CH_4), nitrous oxides (N_2O), fluorinated gases such as hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6). Water vapor is excluded from the list of GHGs because it is short lived in the atmosphere and its atmospheric concentrations are largely determined by natural processes, such as oceanic evaporation.

The City of Redlands has adopted a Climate Action Plan (CAP). The CAP serves as a qualified GHG Reduction Strategy, which enables streamlined environmental review of future development projects, in accordance with CEQA pursuant to CEQA Guidelines Section 15183.5. The CAP's GHG emission targets and goals are based on meeting the goals in Executive Order B-30 15 and Senate Bill 32 and following the CAP guidelines established in CARB's 2017 Scoping Plan. The CAP includes emissions targets of 6.0 MT CO2e per capita per year for 2030 and 5.0 MT CO2e per capita per year for 2035. Redlands' emissions targets are met in both years 2030 and 2035, with forecast emissions of 4.8 MT CO2e in 2030 and 4.5 MT CO2e in 2035. Therefore, implementation of the Redlands General Plan 2035 would enable Redlands to meet the standards outlined in the 2017 Scoping Plan, and implementation of projects consistent with the General Plan would be consistent with the Redlands CAP and therefore would not require additional GHG analysis in accordance with CEQA.

In addition, as described in the City of Redlands CEQA Assessment VMT Analysis Guidelines, the SCAQMD in its Interim CEQA GHG Significance Thresholds for Stationary Sources, Rules and Plans (SCAQMD 2008b) recommends a screening threshold of 3,000 MT CO2e per for residential and commercial projects, and 10,000 MT CO2e per year for industrial projects. The SCAQMD significance thresholds also recommend evaluating construction emissions by amortizing them over an expected project life of 30 years. These quantitative thresholds are also used by the City of Redlands to determine the significance of GHG emissions.

Heavy-duty off-road equipment, materials transport, and worker commutes during construction of the Project would result in exhaust related GHG emissions. As described previously, operation of the Project would also generate GHG emissions associated with site operations, including area, energy, mobile, stationary, water, waste, and fugitive (potential SF6 leakage) sources. Table 5 shows the Project's amortized annual construction GHG emissions.

Table 5
Amortized Annual Construction Emissions

Year	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e[5]
2024	560.66	0.04	0.05	0.38	575.63
2025	263.30	0.01	0.01	0.21	267.45
Total GHG Emissions	823.96	0.05	0.06	0.59	843.08
Amortized Construction Emissions	**27.47**	**0.00**	**0.00**	**0.02**	**28.10**

Source: CalEEMod 2022

Based on Urban Crossroads CalEEMod (version 2022) results, construction activity for the project would generate an estimated 843.08 metric tons of CO_2e[5] per year. Therefore, the Proposed Project's construction emissions would not exceed the 10,000 MT CO2e annual screening threshold defined by SCAQMD.

The annual GHG emissions associated with the Project are summarized below in Table 6. It should be noted that the existing development emissions were subtracted from the Project operational emissions to determine the new emissions from the Proposed Project. As shown in Table 6, construction and operation of the Project would generate a net total of approximately 1,708 MTCO2e/yr.

Table 6
Project GHG Emissions

Emission Source	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e
Annual construction-related emissions amortized over 30 years	27.47	0.0	0.0	0.02	28.10
Mobile Source	3,072.72	0.20	0.34	4.31	3,183.19
Area Source	7.25	0.00	0.00	0.00	7.28
Water Usage	116.44	2.70	0.06	0.00	203.26
Waste	31.91	3.19	0.00	0.00	111.64
Refrigerants	0.00	0.00	0.00	1.11	1.11
Total CO2e (All Sources)	**3,534.58**				
Existing Emissions	2,228.88				
Net Emissions (Proposed – Existing)	**1,305.70**				

As such, the Project would not exceed the SCAQMD's recommended numeric threshold of 10,000 MTCO2e/yr. Therefore, project related emissions would not have a potential significant direct or indirect impact on GHG and climate change.

b) **Less than Significant.** The State of California and SCAQMD have adopted plans or policies to reduce GHG emissions. In September 2006, California passed the California Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32; California Health and Safety Code Division 25.5, Sections 38500, et seq.). AB 32 establishes regulatory, reporting, and market mechanisms to achieve quantifiable reductions in GHG emissions and establishes a cap on statewide GHG emissions. It required that statewide GHG emissions be reduced to 1990 levels by 2020, which it met in 2016. In 2016, the state legislature also passed SB 32, which established a 2030 GHG emissions reduction target of 40 percent below 1990 levels. In 2008 and 2014, CARB approved the Scoping Plan and the first update to the Scoping Plan, respectively. In response to SB 32 and the companion legislation of AB 197, CARB approved the Final Proposed 2017 Scoping Plan Update: The Strategy for Achieving California's 2030 GHG Target in November 2017.

While the Scoping Plan updates do include measures that would indirectly address GHG emissions associated with construction and operational activities, including the phasing in of cleaner technology for diesel engine fleets (including construction equipment) and Low Carbon Fuel Standard, successful implementation of these measures predominantly depends on the development of laws and policies at the state level. As such, none of these statewide plans or policies constitutes a regulation to adopt or implement a regional or local plan for reduction or mitigation of GHG emissions. Thus, it is assumed that any requirements or policies formulated under the mandate of AB 32 and SB 32 that would be applicable to the project, either directly or indirectly, would be implemented consistent with statewide policies and laws.

The California Green Building Standards Code (CALGreen) encourages sustainable construction practices and building design as an effort to meet the goals of AB 32 to reduce statewide GHG emissions. The Proposed Project would comply with the latest CALGreen requirements. The CALGreen requirements include mandatory measures for all new building construction, which would result in energy conservation and make a major contribution in meeting the state's goals established by AB 32 and SB 32 for reduction in GHG emissions.

As stated previously, the City of Redlands adopted the City's CAP in December 2017, concurrent with the updated Redlands General Plan. The General Plan includes strategies such as transit-oriented and mixed-use development, integrated transportation and land use planning, promotion of bicycle and pedestrian movements, and parking and transportation demand management. It also includes goals and policies to promote energy efficiency, waste reduction, and resource conservation and recycling. These strategies, goals, and policies would result in GHG reduction compared to baseline trends. Specifically, the Proposed Project parking facilities would include Level 2 EV chargers for fleet and employees and Level 3 50kW fast chargers to support SCE's electric fleet, which would be consistent with CAP Measure Option G, Promote an Increase in the Amount of Zero-Emissions Vehicle Travel. The Proposed Project's paved areas would also include a bike rack and bike lockers, which would be consistent with CAP measures for bikeway system improvements and increased connectivity. In addition, since the Proposed Project would

comply with the latest California Code of Regulations Title 24 building standards, which require that buildings are equipped with solar ready conduits for future photovoltaic panels as well as efficient building design, the Proposed Project would also be consistent with the following General Plan policies and actions:

- Policy 8-P.1: Promote energy efficiency and conservation technologies and practices that reduce the use and dependency of nonrenewable resources of energy;
- Action 8-A.9: Encourage the use of construction, roofing materials, and paving surfaces with solar reflectance and thermal emittance values per the California Green Building Code (Title 24, Part 11 of the California Code of Regulations) to minimize heat island effects;
- Action 8-A.25: Encourage water conservation through the following strategies:
  - Establish water and wastewater rates that encourage conservation and provide for system maintenance.
  - Update the landscape irrigation ordinance to continue reducing the use of potable water for landscape irrigation to CALGreen requirements. All aspects of landscaping from the selection of plants to soil preparation and the installation of irrigation systems should be designed to reduce water demand, retain runoff, decrease flooding, and recharge groundwater.
  - Establish incentives for use of water efficient fixtures and fittings.
- Action 8-A.39: Continue implementation and enforcement of the California Building and Energy codes to promote energy efficient building design and construction.

As stated in the City of Redlands CAP, the City's emissions targets are met in both years 2030 and 2035. Since the Proposed Project would be consistent with the General Plan land use designation and policies, and implementation of the General Plan would enable Redlands to meet the standards outlined in the 2017 Scoping Plan, the Proposed Project would neither conflict with the Scoping Plan, Scoping Plan updates, nor the City's CAP. Therefore, the Proposed Project would not conflict with plans, policies, or regulations for the purpose of reducing GHG emissions. No significant impacts are identified or anticipated, and no mitigation measures are required.

IX. HAZARDS AND HAZARDOUS MATERIALS

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Create a significant hazard to the public or the Environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
and accident conditions involving the release of hazardous materials into the environment?				
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

a, b) **Less Than Significant.** The Applicant is proposing the development of a 357,610 SF warehouse facility. The storage of hazardous materials shall be kept in compliance with State and local regulations. Additionally, all materials required during construction would be kept in compliance with State and local regulations and would comply with Best Management Practices.

The California Health and Safety Code Chapter 6.95 includes provisions for Hazardous Materials Release Response Plans and Inventory. The intent of the code is to protect the public health and safety and the environment; it is necessary to establish business and area plans relating to the handling and release or threatened release of hazardous materials. In San Bernardino County, this program is referred to as the Hazardous Materials Release Response Plans and Inventory (Business Plan) program and is operated by the SBFD CUPA. The Business Plan program is intended to provide information regarding hazardous materials at facilities to emergency responders and the general public, along with coordinating the reporting of releases and spill response among businesses to local, State, and federal government authorities.

Facilities are required to disclose all hazardous materials and wastes above certain designated quantities which are used, stored, or handled at their facility, and to update their plans regularly. Facilities are also required to provide initial and annual training for employees to safely handle chemicals and to take appropriate emergency response actions. In San Bernardino County, the Business Emergency/Contingency Plan is also used to satisfy the contingency plan requirement for hazardous waste generators. Any business subject to any of the CUPA permits is required in San Bernardino County to file a Business Emergency/Contingency Plan using the California Environmental Reporting System (CERS). A new business going through the process of obtaining County or City planning or building approval is required to comply with the Business Emergency/Contingency Plan requirement prior to obtaining final certificate of occupancy and prior to bringing hazardous materials onto the property.

The warehouse facility would not create a significant hazard to the public or the environment due to the use of hazardous materials. The Project Site is currently zoned EV/SD. Uses allowed within this zone include manufacturing, research, warehousing/ distributing, assembly of non-hazardous products and materials, and retail related to manufacturing. Operational activities would also include standard maintenance (i.e., landscape upkeep, exterior painting and similar activities) involving the use of commercially available products (e.g., pesticides, herbicides, gas, oil, paint, etc.) the use of which would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accidental release of hazardous materials into the environment. The Proposed Project would require implementation of Best Management Practices (BMPs) and compliance with all applicable regulations. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

c) **No Impact.** The nearest school is to the Mission Elementary School, approximately 0.3-mile south of the Project Site. No schools exist within a quarter mile of the Project Site. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

d) **Less Than Significant.** The Project Site is not included on a list of hazardous material sites as compiled pursuant to Government Code Section 65962.5 and reported in the EnviroStor database.[23] Additionally, a Phase I ESA was completed May 9, 2023, and a Phase II ESA was completed for the Proposed Project on May 13, 2023, by Hazard Management Consulting, Inc. The Phase I ESA found that there was a potential for releases of chlorinated solvents and other VOC containing chemicals within the Project Site. Therefore, a Phase II ESA was conducted to analyze the sites soil and soil vapor composition to assess whether concentrations of chemicals of potential concern warrant further action. The study concluded that the soil investigation activities did not identify any residual sources of site-related chemical constituents. Therefore, no significant adverse impacts are identified or anticipated.

[23] California Department of Conservation. EnviroStor Map Database. 2023. Accessed December 11, 2023.

e) **Less Than Significant.** The nearest airport to the Project Site is the San Bernardino International Airport, which is located approximately 1.8 miles north of the Project Site. However, the Proposed Project would not change air traffic patterns or create a safety hazard to people or aircraft. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

f) **Less than Significant.** The Project Site does not contain any emergency facilities.[24] It is adjacent to Lugonia Avenue, California Street, and the I-10 Freeway, the latter of which is classified as an evacuation route.[25] Additionally, during construction, the contractor would be required to maintain adequate emergency access for emergency vehicles as required by the City. The Proposed Project would provide more parking spaces than required, thereby keeping project vehicles off the public right of way.

The California Emergency Services Act requires the City to manage and coordinate the overall emergency and recovery activities within its jurisdictional boundaries. The City's Emergency Operations Plan includes policies and procedures to be administered by the City in the event of a disaster. During disasters, the City of Redlands is required to coordinate emergency operations with the County of San Bernardino. Policies within the City's General Plan and updates to the City's Emergency Plan, as required by State law, would ensure the Proposed Project would not interfere with adopted policies and procedures. Therefore, no significant impacts have been identified or anticipated, and no mitigation measures are required.

g) **Less than Significant.** The Project Site is located in an area with moderate threat to fire hazards.[26] It is located in an urban area and surrounded primarily by developed land. The Project Site is not located adjacent to or near wildlands. Therefore, the Proposed Project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

[24] San Bernardino County. Countywide Policy Plan web maps: PP-1 "Critical Facilities." Accessed January 14, 2022.
[25] San Bernardino County. Countywide Policy Plan web maps: PP-2 "Evacuation Routes." Accessed January 14, 2022
[26] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017. Figure 3.7-3: Fire Hazards and Fire Safety Services.

X. HYDROLOGY AND WATER QUALITY

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede substantial groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐
i) result in substantial erosion or siltation on- or off-site;				
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				
iv) impede or redirect flood flows?				
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or substantial groundwater management plan?	☐	☐	☒	☐

a) **Less than Significant Impact.** A Hydrology Study dated November 10, 2023, and a Preliminary Water Quality Management Plan dated July 20, 2023, and revised December 19, 2023, were prepared by Huitt-Zollars, Inc. Both reports are available for review on the City's website (https://www.cityofredlands.org/post/environmental-documents), and at the Development Services Department, 35 Cajon St Suite 20, Redlands, and is summarized herein (see Appendices G and H). The Proposed Project would develop approximately 14.32 acres with impervious surfaces and would therefore be subject to National Pollutant Discharge Elimination System (NPDES) requirements. The State of California is authorized to administer various aspects of the NPDES. Construction activities covered under the State's General Construction permit include the removal of

vegetation, grading, excavating, or any other activity that causes the disturbance of one acre or more.

The General Construction permit requires recipients to reduce or eliminate non-storm water discharges into stormwater systems, and to develop and implement a SWPPP. The SWPPP is based on the principles of Best Management Practices (BMPs) to control and abate pollutants. Examples of BMPs include sandbag barriers, geotextiles, storm drain inlet protection, sediment traps, rip rap soil stabilizers, sweep roadway from track out, and rumble strips. BMPs applicable to the Proposed Project will be subject to City approval and provided in contract bid documents. The SWPPP must include BMPs to prevent project-related pollutants from impacting surface waters. The purpose of a SWPPP is to: 1) identify pollutant sources that may affect the quality of discharges of storm water associated with construction activities; and 2) identify, construct and implement storm water pollution control measures to reduce pollutants in storm water discharges from the construction site during and after construction.

The NPDES also requires a Water Quality Management Plan (WQMP), which is subject to review and approval by the City. A preliminary WQMP was prepared for the Proposed Project. The includes mandatory compliance of BMPs as well as compliance with NPDES Permit requirements. Review and approval of the WQMP by the City would ensure that all potential pollutants of concern are minimized or otherwise appropriately treated prior to being discharged from the Project Site. No significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

b) **Less Than Significant Impact.** The Project Site is located within the City of Redlands water service area. Redlands' water supply primarily comprises surface water from the Santa Ana River (SAR) and Mill Creek watershed and supplemented by groundwater extracted from the Bunker Hill Basin (part of the San Bernardino Basin) and Yucaipa Basin and a small amount of imported water when needed.[27] The Urban Water Management Plan (UWMP) for City of Redlands is based on projected growth included in General Plans for areas within their service area. The Proposed Project is consistent with the land use and population projections included in the General Plan. Therefore, the Proposed Project water demand is already anticipated from buildout of the General Plan Planning Area.

The new development is expected to have 14.32 acres of impervious land or approximately 89 percent of the total site acreage, and 1.72 acres of pervious land (approximately 11 percent). Implementation of the project Best Management Practices (BMPs) would ensure that stormwater discharge does not substantially alter the existing drainage pattern and water quality, thereby allowing runoff from the Project Site to be utilized as a resource that can eventually be used for groundwater recharge. Therefore, the Proposed Project is not anticipated to have a substantial impact on groundwater supplies or interfere substantially with groundwater recharge. No significant impacts are identified or anticipated, and no mitigation measures are required.

[27] Water Systems Consulting, Inc. and Woodard & Curran. 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan.

c)

i) **Less than Significant Impact.** Erosion is a phenomenon characterized by the wearing a way of a geologic surface as a result of forces such as wind or water. Siltation is another geologic term that describes how fine mineral particles such as silt or clay may be suspended in a body of water in various amounts depending on water velocity.

Soil erosion has the possibility to occur during a storm event. Construction activities covered under the State of California's General Construction permit include removal of vegetation, grading, excavating, or any other activities that causes the disturbance of one acre or more. The General Construction permit requires recipients to reduce or eliminate non-storm water discharges into stormwater systems, and to develop and implement a Storm Water Pollution Prevention Plan (SWPPP). The purpose of the SWPPP is to: 1) identify pollutant sources that may affect the quality of discharges of stormwater associated with construction activities; and 2) identify, construct, and implement stormwater pollution control measures to reduce pollutants in stormwater discharges from the construction site during and after construction. The SWPPP must list BMPs to avoid and minimize soil erosion. Adherence to BMPs would prevent substantial soil erosion or the loss of topsoil. Examples of BMPs include i.e., sandbag barriers, geotextiles, storm drain inlet protection, sediment traps, rip rap soil stabilizers, sweep roadway from track-out, and rumble strips. BMPs applicable to the Proposed Project will be subject to City approval and provided in contract bid documents. Therefore, less than significant impacts are identified or anticipated, and no mitigation measures are required.

ii, iii) **Less than Significant Impact.** As described in the Hydrology Report, the site is currently developed and generally slopes ±1.0 percent from the southeast corner to the northwest corner of the property. The maximum site elevation, located at the southeast property corner, is approximately 1163± feet mean sea level (msl). The minimum site elevation located at the southwest property corner is 1151± feet msl. There are existing low points throughout the site due to the previously operational pools, but this is being disregarded for general site drainage purposes. Runoff from the existing site discharges into an existing storm drain lateral located at the northwest corner to the 66-inch storm drain in Lugonia Avenue. The Proposed Projects area runoff would be directed to the on-site underground infiltration system located on the west side of the site. The proposed 60" underground infiltration system would have a volume of 57,367 cubic feet (cf). Any potential overflow from the underground infiltration system would be discharged through storm drain Line C to the existing storm drain in Lugonia Avenue.

Site runoff from the east half of the warehouse building roof, east drive aisle, and east parking lot will be collected by catch basins 1-3. The collected runoff will then be conveyed through the proposed on-site storm drain Line A located along the Proposed Project's eastern parking lot and discharged to the underground infiltration system on the west side of the Project Site.

Site runoff from the west half of the building roof, west landscaping area, south landscaping and parking area, and the west truck docks will be collected by catch basins 4-6. The collected runoff will then be conveyed through the proposed on-site storm drain Line B located along the Proposed Project's western parking lot and discharged to the underground infiltration system on the west side of the Project Site.

iv) **Less than Significant Impact.** As previously stated, the underground infiltration system provides 57,367 cf of storage for water quality purposes. The proposed 100-year flood analysis generated from the Project Site is estimated to be 48.68 cubic feet per second (cfs). All proposed on-site drainage and storm drain facilities will be sized adequately for the 100-year storm event. No significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

d) **Less Than Significant Impact**. The National Flood Insurance Program (NFIP) identifies Special Flood Hazard Areas (SFHAs), or areas within the floodplain of a community subject to a 1-percent or greater chance of flooding in any given year, known as the 100-year flood. The Project Site is neither located within a 100-year floodplain nor a 500-year floodplain.[28] Due to the inland distance from the Pacific Ocean and any other significant body of water, tsunamis and seiches are not potential hazards at the site. Therefore, the risk of release of pollutants due to project inundation is low. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

e) **Less than Significant Impact.** Requirements of a NPDES permit to be issued for the Proposed Project would include development and implementation of a SWPPP and is subject to RWQCB review and approval. The Proposed Project would not otherwise substantially degrade water quality as appropriate measures relating to water quality protection would be implemented. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

XI. LAND USE AND PLANNING

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Physically divide an established community?	☐	☐	☒	☐
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

[28] San Bernardino Countywide Plan. HZ-4: Flood Hazards. October 2020. Accessed on January 10, 2024.

a) **Less Than Significant.** The physical division of an established community is typically associated with construction of a linear feature, such as a major highway or railroad tracks, or removal of a means of access, such as a local road or bridge, which would impair mobility in an existing community or between a community and an outlying area. The Proposed Project does not include the construction of a linear feature. Moreover, the Project Site currently consists of a previously developed and vacated lot. It is located in a Special Development zone (EV/SD) and is surrounded by commercial and industrial uses. Therefore, the Proposed Project would neither physically divide an established community nor cause a significant environmental impact due to conflict with any land use plans or policies. No impacts would occur, and no mitigation measures are required.

b) **Less Than Significant.** The Project Site is currently a developed lot and is located in the East Valley Corridor Specific Plan (EVCSP) – Special Development (EV/SD) District. The EV/SD District is intended to provide an alternative, more flexible site planning process of administrative professional, commercial, or industrial developments, or a mixture of such uses.[29] The Proposed Project would introduce a supply warehouse. The Project improvements would include a trash enclosure, updated driveway improvements on California Avenue and additional driveways on Lugonia Avenue, new site access gates with an eight (8) foot high concrete screen wall encompassing the western parking lot and docking area, eight (8) foot high security and maintenance fencing along the western boundary, approximately 82,104 SF of improved landscape areas. Paved areas would include employee parking, storage racks, bike racks, bike lockers, loading docks, and internal roadways, totaling approximately 280,174 SF. The Proposed Project would be an allowable use within the EV/SD zoning district. It would be subject to the development standards established by the EVCSP. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

XII. MINERAL RESOURCES

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

[29] City of Redlands. Community Land Use: Chapter 11. Special Development District. Accessed December 11, 2023.

a, b) **No Impact.** The Project Site is not located within a Mineral Resource zone.[30] The previously developed Project Site is surrounded by industrial and commercial uses. The size of the Project Site and surrounding uses make the site unsuitable for mineral resources extraction. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

XIII. NOISE

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

a) **Less than Significant.**

The potential noise impacts of the Proposed Project were evaluated in light of applicable federal, state and local policies, including those of the City of Redlands.

The unit of measurement used to describe a noise level is the decibel (dB). The human ear is not equally sensitive to all frequencies within the sound spectrum. Therefore, the "A-weighted" noise scale, which weights the frequencies to which humans are sensitive, is used for measurements. Noise levels using A-weighted measurements are written dB(A) or dBA.

The noise descriptors utilized in the noise study for the Proposed Project include but are not limited to the following:

[30] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017. Figure 3.11-1: Mineral Resources.

- Ambient Noise Level: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location.

- Community Noise Equivalent Level (CNEL): The average equivalent A-weighted sound level during a 24- hour day, obtained after addition of five (5) decibels to sound levels in the evening from 7:00 to 10:00 PM and after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM.

- Community Noise Equivalent Level (CNEL): The average equivalent A-weighted sound level during a 24- hour day, obtained after addition of five (5) decibels to sound levels in the evening from 7:00 to 10:00 PM and after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM

According to the City of Redlands General Plan, noise levels of up to 60 dBA CNEL are considered "clearly compatible"; and noise levels between 60 and 75 dBA CNEL are considered "normally incompatible" for single-family, multi-family, and mobile home residential uses.

Construction

Construction activities will occur in phases including grading, building construction, paving, and architectural coating. Assumptions for the phasing, duration, and required equipment for the construction of the Proposed Project were obtained from the project applicant.

The City's Municipal Code Sections 8.06.120 (G) and 8.06.090 limit the hours of construction to between the hours of 7:00 AM and 6:00 PM, including Saturdays, with no activities taking place at any time on Sundays or federal holidays. According to the EIR prepared for the City of Redlands General Plan (2017), a temporary increase in ambient noise levels from construction noise would be considered less than significant if construction activities comply with the City's Noise Control Ordinance in the Municipal Code, Section 8.06.090. Project construction will not occur outside of the hours outlined as "exempt" in City's Municipal Code Sections 8.06.120 (G) and 8.06.090; and therefore, would not result in a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance.

In addition to adherence to the City of Redlands Municipal Code which limits the construction hours of operation, the following best management practices will be implemented to further reduce construction noise emanating from the Proposed Project:

Construction Noise - Best Management Practices

1. All construction equipment whether fixed or mobile, will be equipped with properly operating and maintained mufflers, consistent with manufacturer standards.

2. All stationary construction equipment will be placed so that emitted noise is directed away from the noise sensitive receptors nearest the project site.
3. As applicable, all equipment shall be shut off when not in use.
4. Equipment staging in areas shall be located to create the greatest distance between construction-related noise/vibration sources and existing sensitive receptors.
5. Jackhammers, pneumatic equipment, and all other portable stationary noise sources will be directed away and shielded from existing residences in the vicinity of the project site. Either one-inch plywood or sound blankets can be utilized for this purpose. They should reach up from the ground and block the line of sight between equipment and existing residences. The shielding should be without holes and cracks.
6. No amplified music and/or voice will be allowed on the project site.
7. Haul truck deliveries will not occur outside of the hours presented as exempt for construction per City's Municipal Code Sections 8.06.120 (G) and 8.06090.

Off-Site Construction Noise

In addition to on-site construction noise sources, delivery, concrete mixer, and haul trucks, as well as construction worker vehicles, would generate off-site noise. The primary noise sources associated with off-site construction traffic would be delivery trucks. Trucks traveling to and from the Project Site would be required to travel along a haul route approved by the City. There would be no noise-sensitive receptors along these routes. Therefore, off-site construction traffic generated by the Project along haul routes would not be considered significant. Further, any change in noise level would not be readily noticeable and would be less than significant. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

Operation

The Project Site is located on California Street adjacent to the I-10/California Street on-ramp. Local circulation would be provided by California Street to the east and Lugonia Avenue to the north. According to the General Plan EIR, California Street and Lugonia Avenue are classified as Major Arterial Roadways; these two roadways are currently used by 4-axle trucks with trailers accessing and leaving warehouses in the immediate vicinity of the Project Site. A Focused Traffic Study, dated December 14, 2023, was prepared for the Proposed Project by Urban Crossroads . As concluded in the study, all of the study area intersections are anticipated to operate at acceptable levels of service (per the City's thresholds) and, as such, there are no off-site improvements recommended because Project traffic is not anticipated to result in any deficiencies based on the City's thresholds and is therefore compliant with Measure U of the General Plan. As such, the Project applicant shall pay requisite fees towards future regional roadway improvements consistent with City requirements.

The Proposed Project design includes two 8-foot-tall concrete walls on either side of the western parking lot and loading dock area. The proposed walls would serve to mitigate any

potential significant project noise impacts during operations. Therefore, no significant impacts are anticipated during project operations.

The Proposed Project would not generate a substantial permanent increase in ambient noise levels in the vicinity of the Project Site.

b) **Less than Significant.** Construction activities can produce vibration that may be felt by adjacent uses. Although the primary sources of vibration during construction would be from bulldozers and vibratory rollers, other vibratory equipment could be used during installation of pavement. Construction of the Proposed Project would be temporary and would not present any long-term impacts. Construction activities would be short-term and would occur within the daytime hours permitted by the City per Sections 8.06.120 (G) and 8.06.090 of the Municipal Code.

Additionally, the City of Redlands has prohibited the operation of any device that creates a vibration, which is above the vibration perception threshold of an individual at or beyond the property boundary of the source if on private property; or at 150 feet from the source if on a public space or public right-of-way. The City of Redlands Municipal Code, Section 8.06.020, defines the vibration perception threshold as 0.01 inches per second over the range of one to one hundred (100) Hz.

The Project Site is adjacent to industrial and commercial uses to the north, east, and west, and the I-10 is directly south of the Project Site. Ground-borne vibration levels resulting from Proposed Project construction activities occurring at the Project Site would be temporary and construction activities, including grading, are anticipated to generate low levels of ground-borne vibration within the Project Site. Bulldozers, and other heavy-tracked construction equipment (expected to be used for this project) generate approximately 0.089 peak particle velocity (PPV) inches per second of ground-borne vibration when measured at 25 ft.

The closest existing off-site structure is an industrial warehouse development directly adjacent to the western property boundary of the Project Site. The nearest residential development is approximately 0.17 miles south of the Proposed Project, and beyond the I-10 freeway.

Construction equipment may result in temporary vibration levels that are noticeable if the equipment is within 100 feet of a receptor. However, since the nearest sensitive receptor is a residential development located approximately 800 feet south of the Project Site, no significant impacts are anticipated to occur. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

c) **Less Than Significant.** The Project Site is not within an airport safety review area or Airport Runaway Protection Zone. The Project Site is not located within the vicinity of a private or public airstrip. The Project Site is located approximately 1.8 miles south of the San Bernardino International Airport. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

XIV. POPULATION AND HOUSING

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

a) **Less Than Significant.** Construction of the Proposed Project would not be expected to attract a substantial number of new employees to the area since there is an existing pool of construction labor in Redlands and surrounding cities. In 2023, San Bernardino County was estimated to have 126,200 construction laborers.[31] Construction activities would be temporary and would not attract new employees to the area.

The Proposed Project would require approximately 312 employees, based on 1 employee per 1,195 SF of warehouse area and 1 employee per 697 SF of office area.[32] Employment in the City is anticipated to increase by approximately 15,521 jobs between 2016 and 2035.[33] The Proposed Project's employee requirement would represent approximately 2% of the City's projected employment growth between 2016 and 2035. In addition, the Proposed Project would be an allowable use within the EV/SD zoning district. Therefore, it would not induce substantial unplanned population growth within the City. Therefore, this would be considered a less than significant impact and therefore, no mitigation measures are required.

b) **No Impact.** The Project Site is currently a vacated water park with no structures, and does not contain any residential housing. Implementation of the Proposed Project would not require displacement of any existing housing units or the construction of replacement housing elsewhere. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

[31] California Department of Conservation. State of California: Employment Development Department. San Bernardino County Profile. Accessed December 13, 2023.
[32] SCAG Employment Density Study https://www.mwcog.org/file.aspx? 1 A=QTTlTR24POOOUIw5mPNzK8F4d8djdJe4LF9Exj6lXOU%3D
[33] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.

XV. PUBLIC SERVICES

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?	☐	☐	☒	☐
Police Protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other Public Facilities?	☐	☐	☒	☐

a)

Fire Protection

Less than Significant. Fire protection at the Project Site would be provided by the City of Redlands Fire Department (emergency operations, fire prevention services, and emergency medical services). The City of Redlands is served by four Redlands Fire Stations and responds as an all-risk fire and EMS agency. The Redlands Fire Department responded to 11,386 calls for service in 2021 and experiences a 6.65 percent increase on average annually. The Redlands Fire Department is staffed with 52 sworn personnel, of which 41 personnel are Paramedics and 16 are Emergency Medical Technicians. The Redlands Fire Department strives to meet the National Fire Protection Association (NFPA) standards, which recommend that the first arriving unit arrive within four minutes 90 percent of the time. A more lenient goal of arriving eight minutes and 30 seconds 90 percent of the time, per the June 25, 2020, Fire Department Assessment and Deployment Study for the Redlands Fire Department, is a more realistic objective given the analysis within the study.

Redlands Fire Department responds to multiple calls at one time (2 or more) 13.83 percent of the time. This is a significant percentage of calls that continues to rise based on the current fire and EMS defense system in the City. Currently, only 34 percent of the city is within an Effective Response Force (ERF) during congested periods. The Fire Department will be able to improve service levels with the planned addition of two new fire stations

and the relocation of a third. This will increase the four-minute service response time by 60 percent, providing an improvement in the ability of first responders to reach areas within the community that are currently outside of a four-minute response time window. The closest station to the Project Site is Redlands Fire Station 264, located at 1270 Park Avenue, approximately 1.5 miles southeast of the Project Site. Average travel time between Station 264 and the Project Site is approximately six minutes.

The Proposed Project would be designed, constructed, and operated according to applicable fire prevention/protection standards established by the City of Redlands. The Redlands Fire Department provides fire protection and prevention services to the City of Redlands.[34] The Proposed Project is required to provide a minimum of fire safety and support fire suppression activities, fire sprinklers, and paved fire access. The Redlands Fire Department and the Building Division enforce fire safety standards during review of building plans and inspections. Development impact fees (DIF) are collected at the time of building permit issuance and would increase funding to assist in the provision of planned facilities, equipment, and staffing. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

Police Protection

Less than Significant. The City of Redlands Police Department (RPD) provides police protection for the Project Site and vicinity. The service ratio for the City is 1.1 officers per 1,000 residents. Though the City does not have a service ratio standard, the City recognizes that its ratio falls below the national average of 2.1, and that hiring additional officers would be optimal.[35] In 2015, the Department had an average response time of 6.5 minutes for police services.[36] Although there are no industry standards for response time to emergency calls, according to the City of Redlands, a response time of 4.5 minutes is desirable in a city of Redlands' size. Development of the Proposed Project may incrementally increase the demand for police protection services due to the increased population on the site. In its review of new development plans, the RPD evaluates project plans on its ability to provide proper police protection to the development. Additionally, the proponent of the Proposed Project would be required to pay service fees and DIF to the RPD. The DIF would be used to fund capital costs associated with acquiring land for new police stations, constructing new police stations, purchasing crime-fighting equipment for new police stations, and providing for additional staff as needed and as identified by the City. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

Schools

Less than Significant. The Redlands Unified School District (RUSD) provides public schools in the Planning Area, which includes the Project Site. Construction and operation

[34] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.
[35] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.
[36] Dyett and Bhatia. City of Redlands 2035 General Plan Update DEIR. Police Safety Services. Accessed December 13, 2023.

of new school facilities would be funded through school impact fees assessed on new developments that occur within the school district. The Proposed Project is not anticipated to substantially increase population growth within the area, as the future employees would likely come from the local area (see XIV a) above), and therefore would not generate new students. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

Parks

Less than Significant. The Redlands Parks Division currently operates 18 parks.[37] In 2035, with the development of 140.9 acres of proposed parkland as designated in the General Plan, and the addition of 10,355 residents, the ratio will be 6.9 acres per 1,000 residents, which would exceed the City's park standard of 5 acres per 1,000 people.[38] The Redlands Municipal Code provides for open space and park fees (i.e. DIF) to be imposed as a condition of approval of new residential, commercial, and office and industrial development (Chapter 3.32). The DIF are intended to ensure that open space lands and active and passive parks are made available to the public concurrent with the need for such lands and parks caused by new development. They may be used to pay for costs incurred by the City for acquiring, developing, improving, and expanding open space areas, scenic drives, parks, playgrounds, and recreational facilities to meet the increased needs for those facilities resulting from the effects of new development. Collection of the DIF would ensure no significant impacts to parks would occur. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

Other Public Facilities

Less than Significant. DIF are charged by local governments to defray all or a portion of the cost of public facilities related to development projects. The requirements for enactment of a development impact fee program are set forth in Government Code Sections 66000-66025 (the "Mitigation Fee Act"). In Redlands, development impact fees are collected at the time a building permit is issued for the purpose of mitigating the impacts caused by new development on the City's infrastructure. Fees are used to finance the acquisition, construction, and improvement of public facilities needed as a result of a new development. A separate funding structure has been established to account for the impact of new development on each of the following types of public facilities: Open Space, Parks, Public Facilities (including public safety, library and general government facilities), Transportation, Water, Solid Waste, and Sewer. Collection of developer impact fees would ensure no significant impacts to other public utilities would occur. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

[37] City of Redlands. City-Owned and Operated Parks. https://www.cityofredlands.org/parks
[38] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.

XVI. RECREATION

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

a) **Less than Significant.** The Redlands Parks Division currently operates 18 parks. Implementation of the Proposed Project would not induce residential development and would not significantly increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of any facilities would result. The Redlands Municipal Code provides for open space and park fees to be imposed as a condition of approval of new residential, commercial, and office and industrial development (Chapter 3.32). The fees are intended to ensure that open space lands and active and passive parks are made available to the public concurrent with the need for such lands and parks caused by new development. They may be used to pay for costs incurred by the City for acquiring, developing, improving, and expanding open space areas, scenic drives, parks, playgrounds, and recreational facilities to meet the increased needs for those facilities resulting from the effects of new development. Collection of fees would ensure no significant impacts to parks would occur. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

b) **No impact.** The Proposed Project does not include recreational facilities or require the construction or expansion of recreational facilities. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

XVII. TRANSPORTATION

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadways, bicycle lanes and pedestrian facilities?	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

a) **Less Than Significant.** A Traffic Analysis dated December 14, 2023, was prepared by Urban Crossroads for the Proposed Project (see Appendix B). Regional access to the Project Site is provided by the I-10 freeway at the California Street interchange which is adjacent to the project site. Local circulation would be provided by California Street to the east and Lugonia Avenue to the north. California Street and Lugonia Avenue are classified as Major Arterial Roadways.[39] Major arterial roadways typically provide four to six travel lanes and may also be used as truck routes. They usually provide service for the highest volumes and the longest trips and are reasonably higher-speed routes. They may provide service to abutting land, but access is secondary to through-travel needs. Minor arterial roadways enhance the major arterial network and are typically two to four travel lanes. They provide service to trips of moderate lengths.

Transit System:
The City is currently served by Omnitrans, a public transit agency serving the County of San Bernardino and the City of Redlands. However, there is currently no bus service along the Project Site roadways. The closest existing transit line is Route 8, which operates along Redlands Boulevard south of the I-10 Freeway and currently has stops near the corner of California Street and Redlands Boulevard. Transit service is reviewed and updated by Omnitrans periodically to address ridership, budget, and community demand needs. Changes in land use can affect these periodic adjustments which may lead to either enhanced or reduced service where appropriate.

Bicycle, Equestrian, and Pedestrian Facilities:
The Proposed Project will maintain the existing sidewalks along its frontage on both Lugonia Avenue and California Street. There are no existing bike routes along the study area roadways however, there are proposed bike routes along both Lugonia Avenue and California Street. The closest existing multi- use trail is located to the south of the I-10 Freeway, along Orange Blossom Trail.

The Connected City theme of the City General Plan promotes an efficient and integrated circulation system by enhancing the vehicular, biking, walking, and transit networks. The

[39] Dyett and Bhatia. City of Redlands General Plan 2035 EIR. Accessed December 22, 2023.

following analysis details project consistency with the applicable Connected City proposed actions:

5-A.14: Close the gaps in the sidewalk network where streets are built out but sidewalks are not complete.
Consistency: The Proposed Project would have continuous sidewalk pavement along the northern and eastern boundaries.

5-A.15: Maintain access for emergency vehicles and services by providing two means of ingress/egress into new communities, limitations on the length of cul-de-sacs, proper roadway widths and road grades, adequate turning radius, and other requirements per the California Fire Code.
Consistency: Access to the Project will be provided via two (2) existing driveways and two (2) new project driveways. The existing driveways along California Street on the eastern boundary of the site include one (1) 28' – 2" driveway to the north and one (1) 56" – 4" driveway to the south. The proposed driveways to the north of the Project along Lugonia Avenue would include one (1) 30' driveway to the east and one (1) 40' driveway to the west.

5-A.24: Use the City's Bicycle Master Plan as the primary resource for planning and implementing bikeway improvements.
5-A.26: Implement bicycle and trail improvements that provide strong north-south connections, especially with major east west trails, including routes on Mountain View Avenue, California Street, Nevada Street, Alabama Street, Texas Street, New York Street, Orange Street, Church Street, Dearborn Street, and Wabash Avenue.
Consistency: The portions of California Street and Lugonia Avenue adjacent to the Project Site are proposed future bike routes.[40] The Proposed Project would be required to provide right-of-way easements, which would allow for future bicycle and trail improvements along these streets.
5-A.28: Seek assistance from major employers in providing support facilities to encourage use of bikes for commuter purposes.
5-A.29: Incorporate end-of-trip facilities into Transportation Demand Management (TDM) plans at employment sites and public facilities, depending upon distance from bikeways. Provide well-located, secure bike storage facilities at employment sites, shopping and recreational areas, and schools in order to facilitate bike use. Encourage major employers to provide shower and changing facilities or assist in funding bicycle transit centers in nearby locations.
Consistency: The Proposed Project would provide 9 short-term bicycle racks and 9 long-term bicycle storage units.

5.A.47: Maximize the carrying capacity of arterials and boulevards by controlling the number of driveways and intersections, limiting residential access where applicable, and requiring sufficient on-site parking to meet the needs of proposed projects.

[40] Dyett and Bhatia. City of Redlands General Plan 2035. Adopted December 5, 2017. Figure 5-3: "Bicycle Facilities."

Consistent: Access to the Proposed Project would be provided by four gated driveways along California Street and Lugonia Avenue. California Street and Lugonia Avenue are major arterials. The City Code requires that the Proposed Project provide a total of 396 parking stalls, including 24 parking spaces for the office component of the Project and 372 parking spaces for the warehouse component of the Project. The Project Applicant would provide 396 stalls.

5-A.85: Discourage truck traffic from parking, idling, or traveling through local streets in residential neighborhoods.
Consistent: Project trucks would be utilizing a driveway along Lugonia Avenue. California Street and Lugonia Avenue are designated truck routes.[41] As shown in the City of Redlands General Plan Figure 5-7: Truck Routes, project trucks would not be traveling through residential neighborhoods and would use designated truck routes.

As summarized above, the Proposed Project would not conflict with the Connected City theme of the City General Plan. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

b) **Less than Significant**. Senate Bill (SB) 743 was adopted in 2013 requiring the Governor's Office of Planning and Research (OPR) to identify new metrics for identifying and mitigating transportation impacts within the California Environmental Quality Act (CEQA). For land use projects, OPR has identified VMT as the new metric for transportation analysis under CEQA. The regulatory changes to the CEQA guidelines that implement SB 743 were approved on December 28th, 2018, with an implementation date of July 1st, 2020, as the new metric. The City of Redlands City Counsel adopted their VMT Guidelines in July 21, 2020.

A Vehicle Miles Traveled (VMT) Screening Evaluation dated July 28, 2023, was conducted by Urban Crossroads for the Proposed Project (see Appendix I). Based on the VMT Analysis, the Project Site is not located within a half mile of an existing major transit stop or along a high-quality transit corridor. In addition, the Project does not meet the secondary criteria of having a floor area ratio (FAR) at or above 0.75.
City Guidelines identifies VMT per service population as the appropriate VMT metric for industrial projects and an impact threshold of "15 percent less than the baseline level for the County." The San Bernardino Transportation Analysis Model (SBTAM) has been utilized to determine the existing VMT per service population generated by the TAZ in which the Project is located (TAZ 53824601). TAZ 53824601 was found to generate 16.1 VMT per service population, as compared to 15 percent less than the baseline level for the County or 28.4. Therefore, the Project was identified to be located in a low VMT generating TAZ.

City Guidelines states projects that are consistent with the current Sustainable Communities Strategy (SCS) or general plan, and that generate less than 3,000 metric tons of CO2e per year can be presumed to have a less than significant impact on VMT. Based on substantial evidence provided in the City Guidelines, Warehousing of less than 463,000 square feet is presumed to have a less than significant impact on VMT. The

[41] Dyett and Bhatia. City of Redlands General Plan 2035. Adopted December 5, 2017. Figure 5-7: "Truck Routes."

proposed Project consists of a 357,610 square foot warehouse building and therefore is below the threshold identified in the City Guidelines. In addition, the Project is located in an area designated for Commercial/Industrial uses and thus is consistent with the City of Redlands General Plan underlying land use assumptions.

The Project was evaluated and is consistent with City Guidelines and was found to meet the Low VMT Area Screening and the Project Type Screening. Therefore, the Proposed Project would have a less than significant impact and no further VMT analysis is required.

c) **Less than Significant Impact.** Access to the Project Site will be provided via 4 new and existing project driveways:

- Lugonia Avenue & Project Driveway #1 – This driveway will be a new intersection along the south side of Lugonia Avenue approximately 620 feet west of California Street. The driveway would serve passenger cars and trucks and would accommodate full access (e.g., no turn restrictions).
- Lugonia Avenue & Project Driveway #2 – This driveway will be a new intersection along the south side of Lugonia Avenue approximately 270 feet west of California Street. The driveway would serve passenger cars only and would be restricted to right-in/right-out access only.
- California Street & Project Driveway #3 – This existing driveway is not anticipated to be modified from the current location on California Street and would serve passenger cars only. The driveway would be restricted to right-in/right-out access only.
- California Street & Project Driveway #4 – This existing driveway is not anticipated to be modified from the current location on California Street and would serve passenger cars only. The driveway aligns with the existing Orange Tree Lane on the east and would accommodate full access with the existing traffic signal.

The Proposed Project is the development of a warehouse building which would be consistent with surrounding land uses and also adhere to the City's guidelines and Development Code. Furthermore, the Proposed Project would not include geometric designs or incompatible uses that would substantially increase hazards to the surrounding area. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

d) **Less than Significant Impact.** The nearest evacuation route to the Project Site would be the I-10 Freeway located directly south of the project boundary. As previously stated, the Project Site would have a total of four driveways, two located on Lugonia Avenue and two along California Street. During construction, the contractor would be required to maintain adequate emergency access for emergency vehicles. Project operations would not interfere with an adopted emergency response or evacuation plan. Therefore, no impacts are identified or anticipated, and no mitigation measures are required.

XVIII. TRIBAL CULTURAL RESOURCES

		Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
a)	Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is?				
	i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or?	☐	☒	☐	☐
	ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	☐	☒	☐	☐

a)

i) **Less Than Significant with Mitigation.** A Phase I Cultural Resources Survey and Paleontological Assessment dated October 18, 2023, was conducted by BFSA Environmental Services for the Proposed Project. The records search did not identify any recorded resources within the project. However, 62 resources (one prehistoric, one multicomponent, and 60 historic) were recorded within one mile of the project. The records search also indicated that a total of 43 cultural resources studies have been conducted within a one-mile radius of the project. However, none of the studies on file with the SCCIC were within the subject property.

Although the Project Site has been fully graded, the Proposed Project would involve grading and other earthwork that could potentially unearth unknown historic and archeological resources. To ensure potential impacts to these resources is reduced to a less than significant level, the Mitigation Measures CR-1 and CR-2 shall be implemented.

Therefore, with the implementation of CR-1 and CR-2, the Proposed Project would not have a significant impact on potential historical resources.

ii) **Less Than Significant with Mitigation.** California Assembly Bill 52 (AB52) was approved by Governor Brown on September 25, 2014. AB52 specifies that CEQA projects

with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource may have a significant effect on the environment. As such, the bill requires lead agency consultation with California Native American tribes traditionally and culturally affiliated with the geographic area of a proposed project, if the tribe requested to the lead agency, in writing, to be informed of proposed projects in that geographic area. The legislation further requires that the tribe-requested consultation be completed prior to determining whether a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. On December 13, 2023, the San Manuel Band of Mission Indians responded that due to the project being located on existing Serrano territory it is therefore of interest to the Tribe. Additionally, on December 26, 2023, the Morongo Band of Mission Indians responded and requested further tribal participation (a.k.a. Tribal Monitors) is requested by MBMI THPO during all ground disturbing activities and additional mitigation measures stated below (see Appendix I).

The Morongo Band of Mission Indians and the San Manuel Band of Mission Indians recommended the following Mitigation Measures which will be implemented for the Proposed Project to reduce any potentially significant impacts:

Mitigation Measure TR-1:

Tribal Monitoring Services Agreement Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Services Agreement with the Morongo Band of Mission Indians (MBMI) for the Project. The Tribal Monitor shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources.

Mitigation Measure TR-2:

Retention of Archaeologist Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, the Applicant shall retain a Qualified Archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The Archaeologist shall be present during all ground- disturbing activities to identify any known or suspected archaeological and/or cultural resources. The Archaeologist will conduct Cultural Resource Sensitivity Training, in conjunction with the Tribe[s] Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative. The training session will focus on the archaeological and tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.

Mitigation Measure TR-3:

Cultural Resource Management Plan Prior to any ground-disturbing activities the project Archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the consulting Tribe[s] and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.

Mitigation Measure TR-4:

Pre-Grade Meeting The retained Qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

Mitigation Measure TR-5:

On-site Monitoring During all ground-disturbing activities the Qualified Archaeologist and the Tribal Monitor shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Archaeological and Tribal Monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.

Mitigation Measure TR-6:

Significant Resources The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

Mitigation Measure TR-7:

Project Documents Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead

Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

Mitigation Measure TR-8:

Final Report: The final report[s] created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the Eastern Information Center, and the Consulting Tribe[s].

In the event of an accidental discovery of cultural and/or historical resources at the site; implementation of mitigation measures CR-1 and CR-2, and TR-1 – TR-6 will ensure impacts would remain less than significant. Therefore, impacts to tribal cultural resources would be less than significant.

XIX. UTILITIES AND SERVICE SYSTEMS

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

a) **Less Than Significant.** The Project Site is located within the City of Redlands water service area. There are existing water lines with sufficient capacity to serve the Proposed Project's water demands along Califiornia Street and Lugonia Avenue that the Proposed Project would connect to.

The Project Site is located within the City of Redlands sewer collection and wastewater treatment service area. There are existing water lines with sufficient capacity to serve the Proposed Project's sewer demands along Califiornia Street and Lugonia Avenue that the Proposed Project would connect to.

The new development is expected to have 14.32 acres of impervious land (approximately 89 percent) and 1.72 acres of pervious land (approximately 11 percent), totaling to approximately 16 acres. Post-development surface runoff will be collected by catch basins and conveyed to the onsite underground infiltration system, which is sized to capture the WQMP's (designed capture volume) DCV, on the west side of the Project Site. Catch basin filters will be added to each of the site's storm drain catch basins as a pre-treatment unit in addition to the CDS unit (Continuous Deflective System) that is sized based on treatment flow from the site. Once the infiltration system reaches the WQMP's DCV capacity it will overflow and discharge into an existing lateral at the northwest property corner along Lugonia Avenue. Ultimately, runoff will be conveyed to the Mission Channel, Santa Ana River, and Prado Flood Control Basin.

SCE would provide electrical service for the Proposed Project. The Proposed Project would receive electrical power by connecting to SCE's existing service lines in California Street and Lugonia Avenue adjacent to the Project Site. SCE provided electrical service to the previous and currently vacated water park.

The Southern California Gas Company (SoCalGas) provides natural gas service to the area of the Project Site and previously provided service to the currently vacated water park. Therefore, the Proposed Project would receive natural gas from SoCalGas by connecting to the existing line located in California Street adjacent to the Project Site.

There is existing telephone service available to the Proposed Project as previously provided by the prior use.

The Proposed Project is not anticipated to require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electrical power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects. No significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

b) **Less than Significant.** The Project Site is located within the City of Redlands water service area. Redlands' water supply primarily comprises surface water from the Santa Ana River (SAR) and Mill Creek and supplemented by groundwater extracted from the Bunker Hill Basin (part of the San Bernardino Basin) and Yucaipa Basin and a small amount of imported water when needed.[42] The Urban Water Management Plan (UWMP) for City of Redlands is based on projected growth included in General Plans for areas within their service area.

Per UWMP requirements, Redlands has evaluated reliability for an average year, single dry year, and a 5 consecutive dry year period. Redlands' demands in single dry years are assumed to increase by 10 percent above normal year demands. According to the UWMP, he local groundwater basins that Redlands produces water from have storage for use in dry years Redlands' supplies are 100 percent reliable during normal and single dry years.[43] Moreover, Redlands can produce the volume of water needed to meet 100 percent of demands in multiple dry years.[44]

The Proposed Project is consistent with the land use and population projections included in the General Plan. Therefore, the Proposed Project water demand is already anticipated from buildout of the General Plan Planning Area. Since the City has sufficient water supplies to meet current and future development consistent with its General Plan through the year 2035, additional water storage and treatment facilities are not anticipated to be required through build out of the General Plan in 2035.

No significant impacts are identified or anticipated, and no mitigation measures are required.

c) **Less Than Significant.** Sewer service in the General Plan Planning Area is provided by the City of Redlands. The Redlands Wastewater Treatment Plant (WWTP) has a secondary treatment capacity of 9.5 million gallons per day (mgd).[45] Approximately 6 million gallons of that capacity is in a membrane bioreactor system, the remaining 3.5 million gallons is in a conventional activated sludge process. The WWTP meets all current regional, State, and federal requirements for secondary treatment. The City regularly samples the WWTP's influent and effluent to ensure compliance with State regulations. Current regulations require compliance with water quality standards and these measures would preclude development lacking adequate utility capacity, including wastewater treatment capacity. The Proposed Project would be reviewed by the City and the applicable wastewater providers to determine that sufficient sewer capacity exists to serve the additional population that would be generated by project. The City would continue to coordinate with the wastewater service providers to ensure that new development would not exceed the capacity of wastewater conveyance and treatment facilities. The Proposed Project would

[42] Water Systems Consulting, Inc. and Woodard & Curran. 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan.
[43] Water Systems Consulting, Inc. and Woodard & Curran. 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan.
[44] Water Systems Consulting, Inc. and Woodard & Curran. 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan.
[45] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017.

be required to pay development impact fees based on the volume of wastewater generated. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

d) **Less than Significant.** Solid waste from Redlands is primarily disposed of at the California Street Landfill operated by the Quality of Life Department and the San Timoteo Sanitary Landfill operated by the County, both within the city limits. The California Street Landfill is located at 2151 Nevada Street and encompasses 115 acres. The landfill has a maximum permitted capacity of 11.4 million cubic yards. It has a maximum permitted throughput of 829 tons per day. As of July 25, 2018, it has a remaining capacity of 5,168,182 cubic yards.[46] The San Timoteo Sanitary Landfill is located on San Timoteo Canyon Road and is 366 acres in size. It has a maximum permitted capacity of 23,685,785 cubic yards and a maximum permitted daily throughput of 2,000 tons. As of April 30, 2019, the remaining capacity was 12,360,396 cubic yards.[47] The Proposed Project consists of a new warehouse supply facility and storage yard. According to CalRecycle's estimated solid waste generation rates for industrial uses, the Proposed Project would generate at most, approximately 2,786 pounds of solid waste per day or approximately 1.4 tons per day, based on 8.93 pounds per employee per day.[48] Therefore, the Proposed Project solid waste generation contribution to these landfills would be nominal and would not exceed the daily permitted capacities of these facilities. No significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

e) **Less than Significant.** The Proposed Project would be required to comply with City of Redlands Municipal Chapter 13.66 (Recycling Requirements for Specified Developmental Activity). Chapter 13.66 establishes requirements for recycling by specified development activities to facilitate the City's compliance with state recycling mandates, remove architectural barriers to recycling and ensure the recycling of construction and demolition. The Project Applicant is required to coordinate with a waste hauler to collect solid waste on a common schedule as established in applicable local, regional, and State programs. The Proposed Project shall adhere the California Integrated Waste Management Act of 1989 (AB 939), AB 1327, Chapter 18 (California Solid Waste Reuse and Recycling Access Act of 1991), and any other applicable local, State, and federal solid waste management regulations. Therefore, no significant adverse impacts are identified or are anticipated, and no mitigation measures are required.

[46] CalRecycle. Solid Waste Information System database. Accessed February 5, 2024.
[47] CalRecycle. Solid Waste Information System database. Accessed February 5, 2024.
[48] CalRecycle. Estimated Solid Waste Generation Rates. Accessed February 5, 2024.

XX. WILDFIRE

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☒	☐
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☒	☐

a) **Less than Significant.** As stated previously, the Proposed Project would provide more than the required number of parking spaces. Therefore, project vehicles are not anticipated to park off-site and interfere with external traffic. The Project Site does not contain any emergency facilities.[49] It is adjacent to Lugonia Avenue, California Street, and the I-10 of which the I-10 is classified as an evacuation route.[50] During construction, the contractor would be required to maintain adequate emergency access for emergency vehicles as required by the City. The Proposed Project would provide more parking spaces than required, thereby keeping project vehicles off the public right of way.

Additionally, the California Emergency Services Act requires the City to manage and coordinate the overall emergency and recovery activities within its jurisdictional boundaries. The City's Emergency Operations Plan includes policies and procedures to be administered by the City in the event of a disaster. During disasters, the City of Redlands is required to coordinate emergency operations with the County of San Bernardino. Policies within the City's General Plan and updates to the City's Emergency Plan, as required by

[49] San Bernardino County. Countywide Policy Plan web maps: PP-1 "Critical Facilities." Accessed December 14, 2023.
[50] San Bernardino County. Countywide Policy Plan web maps: PP-2 "Evacuation Routes." Accessed December 14, 2023.

State law, would ensure the Proposed Project would not interfere with adopted policies and procedures. Therefore, no significant impacts have been identified or are anticipated, and no mitigation measures are required.

b) **Less than Significant.** The Project Site is located in an area with moderate threat to fire hazards.[51] It is not located in a very high fire hazard zone.[52] The property is located in an urban area and surrounded primarily by developed land. The Project Site is not located adjacent to or near wildlands. Therefore, the Proposed Project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires. No significant impacts are identified or anticipated, and no mitigation measures are required.

c) **Less than Significant.** The Proposed Project would not require the installation or maintenance of associated infrastructure; existing infrastructure is of sufficient capacity to serve the use, The Project Site is not located within a Very High Fire Hazard Severity Zone.[53] The proposed warehouse facility would replace the vacated developed lot with on site a warehouse building with fire safety and fire suppression design elements, and proper landscaping, thereby reducing the risk of wildfire. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

d) **Less than Significant.** Similar to adjacent properties, the Project Site is relatively flat. No hillside areas or natural areas prone to wildfire fire are located in the immediate vicinity. Therefore, the Proposed Project would not expose persons or structures to post-fire slope instability or post-fire drainage. No significant impacts are identified or are anticipated, and no mitigation measures are required.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE:

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐

[51] Dyett and Bhatia. City of Redlands General Plan Update and Climate Action Plan EIR. July 21, 2017. Figure 3.7-3: Fire Hazards and Fire Safety Services.
[52] San Bernardino Countywide Plan. HZ-5 Fire Hazard Severity Zones. Accessed on December 21, 2023.
[53] San Bernardino Countywide Policy Plan Draft EIR. Hazards and Hazardous Materials. Figure 5.8-6" Fire Severity and Growth Areas in the East Desert Regions."

	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant	No Impact
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

a) **Less than Significant with Mitigation**. The Project Site is located in a developed area mixed with industrial and commercial uses. The property has been graded and paved from a previous amusement park in 2018 that has been vacated. The Proposed Project would redevelop the Project Site as a warehouse facility in compliance with development standards set for the City of Redlands EV/SD zoning district. Therefore, because the site has been previously developed, the Proposed Project would not involve habitat modifications or activities that would have adverse effects on biological resources. Although the Project Site has been fully graded, the Proposed Project would involve grading and other earthwork that could potentially unearth unknown historic and archeological resources. To ensure potential impacts to these resources is reduced to a less than significant level, Mitigation Measure CR-1, CR-2, and GEO-2 shall be implemented.

b) **Less than Significant.** Cumulative impacts are defined as two or more individual affects that, when considered together, are considerable or that compound or increase other environmental impacts. The cumulative impact from several projects is the change in the environment that results from the incremental impact of the development when added to the impacts of other closely related past, present, and reasonably foreseeable or probable future developments. Cumulative impacts can result from individually minor, but collectively significant, developments taking place over a period. The CEQA Guidelines, Section 15130 (a) and (b), states:

(a) Cumulative impacts shall be discussed when the project's incremental effect is cumulatively considerable.

(b) The discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great detail as is provided of the effects attributable to the project. The discussion should be guided by the standards of practicality and reasonableness.

Air Quality

By its very nature, air pollution is largely a cumulative impact. The nonattainment status of regional pollutants is a result of past and present development within the SCAB, and this regional impact is cumulative rather than being attributable to any one source. A

project's emissions may be individually limited, but cumulatively considerable when taken in combination with past, present, and future development projects. Projects that would not exceed the thresholds of significance would not contribute a cumulatively considerable amount of criteria air pollutant emissions to the region's emissions profile and would not impede attainment and maintenance of ambient air quality standards. As summarized previously, construction activities and project operations would not exceed the SCAQMD regional and localized thresholds of significance.

Greenhouse Gas

The quantity of GHGs that it takes to ultimately result in climate change is not precisely known; however, no single project alone is expected to measurably contribute to a noticeable incremental change in the global average temperature, or to a global, local, or micro-climate. Therefore, the geographic scope of consideration for GHG emissions is on a global scale and as such, emissions contribute, on a cumulative basis, to global climate change. The Project would generate approximately 1,708 MT CO2e per year and would not exceed the SCAQMD's adopted significance threshold of 10,000 MT CO2e per year. Furthermore, the Proposed Project would not conflict with plans, policies, or regulations for the purpose of reducing GHG emissions. As such, implementation of the Proposed Project and its incremental contribution to global climate change would not be considered significant.

c) **Less the Significant with Mitigation**. The development of the Proposed Project would not cause adverse impacts on humans, either directly or indirectly. The Proposed Project is not within a geologic fault zone, and therefore would not be subject to significant seismic hazards. As concluded in Section III. Air Quality, the Proposed Project non-cancer chronic hazard index is below the SCAQMD threshold of 1.0 for both residential and worker sensitive receptors. Therefore, with the implementation of Mitigation Measures CUL 1-2, GEO 1-2, and TR 1-8, the Proposed Project would not expose sensitive receptors to substantial pollutant concentrations.

SECTION 4
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MITIGATION MONITORING REPORTING PROGRAM

Project: 1101 California Street Warehouse (Lot Merger No. 8; Planned Development No.7 **Applicant:** CRP/NPP Redlands Industrial Owner, LLC

Lead Agency: City of Redlands **Date:** March 2024

Mitigation Measures No. / Implementing Action	Implementation Timing	Party Responsible for Implementation	Party Responsible for Monitoring	Date of Completion/Notes
Biological Resources				
BIO-1: Preconstruction Nesting Bird Survey: If construction or other Project activities are scheduled to occur during the nesting bird season (February 1 through August 31), a preconstruction nesting bird survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the Project Site and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized non-disturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled to occur during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.	Prior to any ground-disturbing activities	Qualified Avian Biologist	City of Redlands	
Cultural Resources				
CR-1: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot	Prior to any ground-disturbing activities	Project Proponent Archaeologist	City of Redlands	

Mitigation Measures No. / Implementing Action	Implementation Timing	Party Responsible for Implementation	Party Responsible for Monitoring	Date of Completion/Notes
be ensured, the archaeologist shall develop a Monitoring and Treatment Plan. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.				
CR-2: If human remains are discovered, work shall halt in that area until a determination can be made regarding the provenance of the human remains, and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98), and the State Health and Safety Code (Sec. 7050.5) shall be undertaken. All work shall be directed away from the location of the discovery and any nearby area reasonably suspected of overlaying adjacent human remains until a determination can be made by the medical examiner. The medical examiner will determine if the remains are or are most likely to be of Native American origin. If human remains are determined to be Native American, the medical examiner will notify the NAHC within 24 hours. If human remains are not Native American, the medical examiner will determine the appropriate course of action with the city staff (Public Resources Code 5097.98).	During all earth moving activities	Project Proponent Archaeologist	Project Archaeologist City of Redlands	

Mitigation Measures No. / Implementing Action	Implementation Timing	Party Responsible for Implementation	Party Responsible for Monitoring	Date of Completion/Notes
Geology and Soils				
GEO-1: The recommendations regarding site preparation and construction, as described in a Final Geotechnical Investigation as approved by the City Engineer, shall be incorporated into project design.	Prior to issuance of grading permits	Project Proponent Paleontologist	Paleontologist City of Redlands	
GEO-2: Establish a procedure for the management of paleontological materials found on-site during project development, including the following provisions: If materials are found on-site during grading, it is required that work be halted until a qualified paleontologist evaluates the find to determine if it represents a significant paleontological resource. If the resource is determined to be significant, the paleontologist shall supervise removal of the material and determine the most appropriate archival storage of the material. Appropriate materials shall be prepared, catalogued, and archived at the applicant's expense and shall be retained within San Bernardino County if feasible.	Upon discovery of paleontological resources	Project Proponent Paleontological Monitor	City of Redlands	
Tribal Cultural Resources				
TCR-1: Tribal Monitoring Services Agreement: Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Services Agreement with the Morongo Band of Mission Indians (MBMI) for the Project. The Tribal Monitor shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources.	Upon discovery of any pre-contact or historic-era resources	Qualified Archeologist	Morongo Band of Mission Indians Cultural Resources Department City of Redlands	

Mitigation Measures No. / Implementing Action	Implementation Timing	Party Responsible for Implementation	Party Responsible for Monitoring	Date of Completion/Notes
TCR-2: Retention of Archaeologist: Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, the Applicant shall retain a Qualified Archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The Archaeologist shall be present during all ground- disturbing activities to identify any known or suspected archaeological and/or cultural resources. The Archaeologist will conduct Cultural Resource Sensitivity Training, in conjunction with the Tribe[s] Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative. The training session will focus on the archaeological and tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.	Upon completion of project cultural reports	Qualified Archeologist	City of Redlands	
TCR-3: Cultural Resource Management Plan: Prior to any ground-disturbing activities the project Archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the consulting Tribe[s] and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.	Prior to any ground-disturbing activities	Qualified Archeologist	City of Redlands	
TCR-4: Pre-Grade Meeting: The retained Qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.	Prior to any ground-disturbing activities	Qualified Archeologist and Consulting Tribe[s] representative[s]	City of Redlands Consulting Tribe[s]	
TCR-5: On-site Monitoring: During all ground-disturbing activities the Qualified Archaeologist and the Tribal Monitor shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the	Upon discovery of any pre-contact or historic-era resources	Qualified Archeologist	City of Redlands Consulting Tribe[s]	

Mitigation Measures No. / Implementing Action	Implementation Timing	Party Responsible for Implementation	Party Responsible for Monitoring	Date of Completion/Notes
materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Archaeological and Tribal Monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.				
TCR-6: Significant Resources: The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted of any pre-contact and/or historic-era cultural resources discovered during project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Upon discovery of any pre-contact or historic-era resources	Qualified Archeologist	Yuhaaviatam of San Manuel Nation Cultural Resources Department City of Redlands	
TCR-7: Project Documents: Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	Upon completion of project archeological/cultural reports	Qualified Archeologist	City of Redlands Consulting Tribe[s]	
TCR-8: Final Report: The final report[s] created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the Eastern Information Center, and the Consulting Tribe[s].	Upon completion of project archeological/cultural reports	Qualified Archeologist	City of Redlands Consulting Tribe[s]	

From: smithjlr@verizon.net
To: Kevin Beery
Subject: Comment on IS/MND for Planned Development No. 7
Date: Saturday, April 27, 2024 22:10:11

You don't often get email from smithjlr@verizon.net. Learn why this is important

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

We DON'T need anymore warehouses in Redlands! We need a big Community Pool and more activity centers for our youth, teens & adults!! Or how about an event venue for music and theater (like Yucaipa Performing Arts).

Seriously, almost anything that provides enrichment, cultural, or wellness benefits for our community instead of more warehouses.

Cindy and Robert Calderon
131 Kenwood Dr
Redlands 92374

Sent from the all new AOL app for iOS

From: Vivek Gupta
To: Kevin Beery
Subject: Proposed Warehouse Project Located at 1101 California Street
Date: Monday, April 29, 2024 08:47:25

You don't often get email from vivstar2000@gmail.com. Learn why this is important

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Hi Kevin,

I would like to understand the impact of this on the overall air quality. As it is with the growing number of warehouses and trucks coming into the area it seems the air quality is deteriorating with every passing day.

The community does not have enough entertainment and amusement center.

This project is also close to residential which might start impacting peoples health adversely.

Thanks

From: Liz Kim
To: Kevin Beery
Subject: Warehouse/Splash
Date: Monday, April 29, 2024 10:46:50

You don't often get email from lkim8448@gmail.com. Learn why this is important

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As a homeowner in Redlands who chose Redlands as a city to reside in because of its walkability my concern is the focus on warehouse/logistics for the city.
Driving into Redlands from the East on 10 there has been a presence of smog for sometime. San Bernardino County gets an F for pollution. We are part of SB County. What is the city doing to control the growing logistics building that is happening in Redlands because of our proximity to 10, an artery for trucking in and out of California and the abundance of land still available for growth here?
Are there plans for "green spaces"?
I'm not anti growth, just concerned that there isn't thoughtful planning around it.
Elizabeth Kim
56 N. Buena Vista St.
Redlands 92473

From: LuAnn Benton
To: Kevin Beery
Cc: Paul Barich; Eddie Tejeda
Subject: No More Warehouses, PLEASE!
Date: Monday, April 29, 2024 13:12:29

You don't often get email from lbenton4@verizon.net. Learn why this is important

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Dear Mr. Beery,
I just found out that today was the last day for public comments for the proposed 357,000 sq. ft. warehouse where Pharaoh's Last Kingdom was located.
Do we really need more warehouses?
I can't believe the City would even consider this proposal.

A few months ago the City Council requested that the residents respond to a survey to "rebrand" our City. Our current slogan is "A City that Works", what will the new slogan be? "A City that works for Developers", "A City that works for Warehouses"?
In previous conversations the City Council had always discussed our precious Redlands as a destination point.
Look at us now....Destination to what? Will we have walking tours to visit all the empty warehouses?

You already know all the arguments against ANOTHER warehouse.

- Increased Traffic due to all the big trucks
- Air Pollution caused by the additional CO2 in the atmosphere
- Not conducive to the neighborhood with schools, residents, medical facilities, churches and restaurants near by
- Increased road damage (10 times as much) when you compare trucks to cars
- Noise Pollution- the residents have no control as to who would lease this humongous warehouse

Where is the VISION for our future? Is every decision revenue based?
We have to think of the future and what we are leaving to the next generation. Will they thank us for all the hard work that was done preserving our history?
Or will they despise us for no vision and inviting all these out-of-town developers to come in and create another concrete jungle just like they did in Los Angeles?

Please consider the consequences of the decisions that are made for our Beloved Redlands.

Sincerely,
Robert and LuAnn Benton

From: Beth Sanders
To: Kevin Beery
Subject: NO MORE WAREHOUSES!
Date: Monday, April 29, 2024 15:11:17

You don't often get email from bethsanders27@gmail.com. Learn why this is important

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Please please please dump this project! We need no more warehouses in Redlands! Have some forethought and planning please. Not just for us living and working here for more than 50 years, but for our children and grandchildren. Please, no more! Enough!

Beth & Jerry Sanders
11177 Opal Ave, Redlands, CA 92374

From: Margot Bordne
To: Kevin Beery
Subject: Opposition to Distribution Warehouse in Former Splash Kingdom
Date: Monday, April 29, 2024 20:11:00

You don't often get email from margot.bordne@gmail.com. Learn why this is important

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To Kevin Beery:

Thank you for the opportunity to comment on the proposal to put a new warehouse in the former Splash Kingdom location. I would like to voice my strong **opposition** to this proposal. San Bernardino already ranks the worst in the nation for ozone pollution in large part because of the warehouses that have already taken over our region, combined with our geography that traps this pollution against the mountains. Due to our geography that already exacerbates the impacts of pollution, we should be doing everything we can to reduce and remove pollution, instead of approving new projects that will further worsen the health of our region. This pollution is known to cause diseases and health risks such as premature birth and asthma in children, and can worsen the effects of other diseases. See more information on the risks in this article https://www.communityforwardredlands.com/san-bernardino-county-ranks-worst-in-the-nation-for-ozone-pollution/

Our city council should be doing everything it can to improve the health and livability of our region, instead of approving projects that may create short term profit for a few at the expense of all of our long-term health and environment.

Thank you for taking this into consideration. I realize I am a couple of hours past the deadline but I hope you will still consider my feedback with the other opposition comments I am sure you have received. I am a busy full-time working mom who is also currently pregnant and am taking time out of my day to write you these comments because opposing this warehouse for the sake of my children is so important to me.

Thank you,
Margot

From:	Julia Lenhardt
To:	Kevin Beery
Subject:	Comments on environmental report for California St warehouse proposal
Date:	Monday, April 29, 2024 04:50:20

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hello Mr. Beery,

Thank you for the opportunity to comment on the proposed warehouse at 1101 California St. As a Redlands resident and climate scientist, my primary concern is with the air quality findings. I simply find it impossible to believe that yet another logistics warehouse will have no significant impact on air quality, unless it's because the air quality is so bad already that it's almost impossible to make it worse. This is highlighted in the CO hotspot analysis. According to the report, this warehouse would not generate a CO hotspot because CO is already concentrated in this region.

I think a full Environmental Impact Report should be required for all new warehouse projects; as was stated with the proposed Tennessee St project, a Mitigated Negative Declaration is not enough.

Thank you,
Julia

--
Julia Lenhardt (she/her)

Action is the antidote to despair - Joan Baez

KAISER PERMANENTE

April 29, 2024

City of Redlands
Planning Division
Kevin Beery
35 Cajon Street, Ste. 20
Redlands, CA 92373

RE: Proposed Warehouse Project Located at 1101 California Street (Planned Development No. 7)- CEQA Comments

Mr. Beery:
Please accept this letter in response to the call for comments for 1101 California Street under the provisions of CEQA.

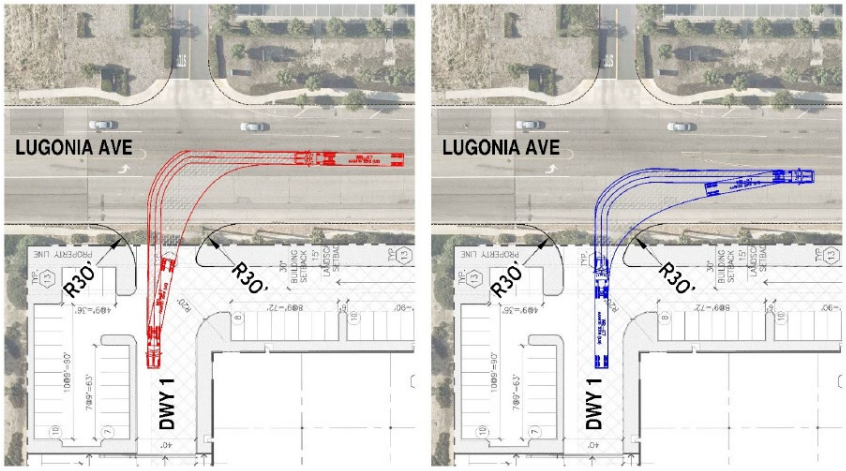
Driveway 1 and Project Recommended Stacking Lane: The proposed project includes one entrance for all trucks on Lugonia Avenue. As proposed, the new Driveway 1 does not align with our existing driveway on Lugonia. The Traffic Study recommended the following:

Recommendation 1 – Driveway 1 & Lugonia Avenue (#1) – The following improvements are necessary to accommodate site access:

- Accommodate a westbound left turn lane within the existing median with a minimum storage of 100-feet.

393 E. Walnut Street, 5th Floor
Pasadena, CA 91188

EXHIBIT 1-5: TRUCK ACCESS



Due to the offset in driveway alignment, the turn of the westbound truck will conflict with the existing eastbound left turn lane into our site. This will result in roadway hazards due to conflicts from competing turning demands and queuing in the median.

Existing Use Credits:

The project site has been vacant for 4+ years. The Traffic Study does not give credit for any existing uses however the GHG Report does for mobile emissions. Please explain why one technical study gives an existing use credit but the other does not.

4.1 PROJECT TRIP GENERATION

The Project is located on the former Splash Kingdom Waterpark site. The waterpark started operations in 2006 and the interior was later transformed into a trampoline park in 2012. There was a massive fire that caused property damage in May 2020 and the facilities license to operate was revoked in October 2020. By 2021 the remaining building structures on the site were demolished. Due to the time that has passed since the closure of the prior use and the site is not currently generating any traffic, a trip credit for the existing use has not been applied.

3.6.8 EMISSIONS SUMMARY

EXISTING GHG EMISSIONS

The site is currently occupied with existing uses. The estimated GHG emissions from the existing development are summarized on Table 3-6.

TABLE 3-6: EMISSIONS FROM EXISTING DEVELOPMENT

Emission Source	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e
Mobile Source	2,122.74	0.10	0.10	4.16	2,159.84
Water Usage	2.96	0.07	0.00	0.00	5.19
Waste	18.25	1.82	0.00	0.00	63.84
Refrigerants	0.00	0.00	0.00	0.01	0.01
Total CO_2e (All Sources)	***2,228.88***				

Source: CalEEMod output, See Appendix 3.4 for detailed model outputs.

We look forward to a response from the city regarding our comments.

Sincerely,



Deborah Han
Senior Land Use Manager
Kaiser Permanente, National Shared Services Organization

Cc: Fernando Avila, Jerry Yang, Georgina Garcia

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL: April 17, 2024

kbeery@cityofredlands.org
Kevin Beery, Senior Planner
City of Redlands
Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

Mitigated Negative Declaration (MND) for the Proposed 1101 California Street Warehouse Project (Proposed Project)

South Coast Air Quality Management District (South Coast AQMD) staff appreciate the opportunity to review the above-mentioned document. The City of Redlands is the California Environmental Quality Act (CEQA) Lead Agency for the Proposed Project. To provide context, South Coast AQMD staff has provided a brief summary of the project information and prepared the following comments, which are organized by topic of concern.

South Coast AQMD Staff's Summary of Project Information in the MND

Based on the information provided in the MND, the Proposed Project consists of demolishing the remaining structures and constructing a new 357,610 square feet (sq. ft) warehouse with 47 dock doors on the western side of the warehouse building.[1] The Proposed Project generates 194 daily truck trips associated with the operation activities.[2] The Proposed Project is located at 1101 California Street, Redlands.[3] Based on the aerial photographs, South Coast AQMD staff found that the nearest sensitive receptor (e.g., residential) is within 750 feet south of the Proposed Project site. The construction is anticipated to occur between July 2024 through May 2025.[4]

South Coast AQMD Staff's Comments on the MND

Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program

On May 7, 2021, South Coast AQMD's Governing Board adopted Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program, [5] and Rule 316 – Fees for Rule 2305.[6] Rules 2305 and 316 are new rules that will reduce regional and local emissions of nitrogen oxides (NOx) and particulate matter (PM), including diesel PM. These emission reductions will reduce public health impacts for communities located near warehouses

[1] MND. Page 1 and 2.
[2] *Ibid*. Page 16.
[3] *Ibid*. Page 1.
[4] *Ibid*. Page 14.
[5] South Coast AQMD Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program. Accessed at: http://www.aqmd.gov/docs/default-source/rule-book/reg-xxiii/r2305.pdf.
[6] South Coast AQMD Rule 316 – Fees for Rule 2305. Access at: http://www.aqmd.gov/docs/default-source/rule-book/reg-iii/r316.pdf.

from mobile sources that are associated with warehouse activities. Also, the emission reductions will help the region attain federal and state ambient air quality standards. Rule 2305 applies to owners and operators of warehouses greater than or equal to 100,000 square feet. Under Rule 2305, operators are subject to an annual WAIRE Points Compliance Obligation that is calculated based on the annual number of truck trips to the warehouse. WAIRE Points can be earned by implementing actions in a prescribed menu in Rule 2305, implementing a site-specific custom plan, or paying a mitigation fee. Warehouse owners are only required to submit limited information reports, but they can opt-in to earn Points on behalf of their tenants if they so choose because certain actions to reduce emissions may be better achieved at the warehouse development phase, for instance, the installation of solar and charging infrastructure. Rule 316 is a companion fee rule for Rule 2305 to allow South Coast AQMD to recover costs associated with Rule 2305 compliance activities. Since the Proposed Project consists of the development of a 357,610-square-foot warehouse, the Proposed Project's warehouse owners and operators will be required to comply with Rule 2305 once the warehouse is occupied. Therefore, South Coast AQMD staff recommends that the Lead Agency review South Coast AQMD Rule 2305 to determine the potential WAIRE Points Compliance Obligation for future operators and explore whether additional project requirements and CEQA mitigation measures can be identified and implemented at the Proposed Project that may help future warehouse operators meet their compliance obligation. South Coast AQMD staff is available to answer questions concerning Rule 2305 implementation and compliance by phone or email at (909) 396-3140 or waire-program@aqmd.gov. For implementation guidance documents and compliance and reporting tools, please visit South Coast AQMD's WAIRE Program webpage[7].

South Coast AQMD Rules, Permits, and Responsible Agency

If the implementation of the Proposed Project would require the use of new stationary and portable sources, including but not limited to emergency generators, fire water pumps, boilers, spray booths, etc., air permits from South Coast AQMD will be required, and the role of South Coast AQMD would change from a Commenting Agency to a Responsible Agency under CEQA. In addition, if South Coast AQMD is identified as a Responsible Agency, per CEQA Guidelines Sections15086, the Lead Agency is required to consult with South Coast AQMD. In addition, CEQA Guidelines Section 15096 sets forth specific procedures for a Responsible Agency, including making a decision on the adequacy of the CEQA document for use as part of evaluating the applications for air permits. For these reasons, the Final MND should include a discussion about any new stationary and portable equipment requiring South Coast AQMD air permits and identify South Coast AQMD as a Responsible Agency for the Proposed Project.

The Final MND should also include calculations and analyses for construction and operation emissions for the new stationary and portable sources, as this information will also be relied upon as the basis for the permit conditions and emission limits for the air permit(s). Please contact South Coast AQMD's Engineering and Permitting staff at (909) 396-3385 for questions regarding what types of equipment would require air permits. For more general information on permits, please visit South Coast AQMD's webpage at http://www.aqmd.gov/home/permits.

[7] South Coast AQMD WAIRE Program. Accessed at: http://www.aqmd.gov/waire.

Conclusion

The Lead Agency is recommended to revise the CEQA analysis to address the aforementioned comments and provide the necessary evidence to sufficiently support the conclusions reached. If the requested information and analysis are not included in the final CEQA document, either the Final MND or other type of CEQA document, the Lead Agency should provide reasons for not doing so. Pursuant to California Public Resources Code Section 21092.5(b) and CEQA Guidelines Section 15074, prior to approving the Proposed Project, the Lead Agency shall consider the MND for adoption together with any comments received during the public review process and notify each public agency when any public hearings are scheduled. Please provide South Coast AQMD with written responses to all comments contained herein prior to the adoption of the Final MND. When responding to issues raised in the comments, detailed reasons supported by substantial evidence in the record to explain why specific comments and suggestions are not accepted must be provided. In addition, if the Lead Agency decides to adopt the Final MND, please provide South Coast AQMD with a notice of any scheduled public hearing(s).

Thank you for the opportunity to provide comments. South Coast AQMD staff is available to work with the Lead Agency to address any air quality questions that may arise from this comment letter. Please contact Danica Nguyen, Air Quality Specialist, at dnguyen1@aqmd.gov should you have any questions.

Sincerely,

Sam Wang

Sam Wang
Program Supervisor, CEQA-IGR
Planning, Rule Development & Implementation

SW:DN
SBC240402-03
Control Number

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April 26, 2024

Kevin Beery, Senior Planner
City of Redlands, Planning Division
P.O. Box 3005
Redlands, CA 92373-1505

VIA EMAIL TO:
kbeery@cityofredlands.org

SUBJECT: COMMENTS ON 1101 CALIFORNIA STREET WAREHOUSE MND (SCH NO. 2024031107)

Dear Mr. Beery,

Thank you for the opportunity to comment on the Mitigated Negative Declaration (MND) for the proposed 1101 California Street Warehouse Project. Please accept and consider these comments on behalf of Golden State Environmental Justice Alliance. Also, Golden State Environmental Justice Alliance formally requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

1.0 Summary

The project proposes to construct and operate a 357,610 square-foot (sf) warehouse building consisting of 189,397 sf of warehousing space and 6,000 sf of office space on an approximately 16 acre site. The building proposes 47 truck/trailer loading dock doors, 396 passenger car parking spaces, and 0 truck/trailer parking spaces. The project is anticipated to operate 24-hours a day, 7 days per week.

2.0 Project Description

The MND does not include a floor plan, detailed site plan, building elevations, or a conceptual grading plan. The basic components of a Planning Application include a detailed site plan, floor plan, conceptual grading plan, written narrative, and detailed elevations. Additionally, the site plan provided in Figure 3 has been edited to remove pertinent information from public view. For example, it does not provide any detailed information such as parking requirements, floor area

ratio, earthwork quantity notes, or maximum building height. There are no building elevations or grading plan included in the MND. Providing the grading plan and earthwork quantity notes is vital as the MND does not provide any information regarding soil import/export that is necessary to construct the proposed project. The quantity of soil import/export directly informs the necessary truck hauling trips during the grading phase of construction. An EIR must be prepared to include wholly accurate and unedited detailed project site plan, floor plan, grading plan, elevations, and project narrative for public review.

Evaluation of Environmental Impacts
III. Air Quality, VI. Energy, and VIII. Greenhouse Gas Emissions

Please refer to attachments from SWAPE for a complete technical commentary and analysis.

The MND does not include for analysis relevant environmental justice issues in reviewing potential impacts, including cumulative impacts from the proposed project. This is especially significant as the surrounding community is highly burdened by pollution. According to CalEnviroScreen 4.0[1], CalEPA's screening tool that ranks each census tract in the state for pollution and socioeconomic vulnerability, the proposed project's census tract (6071007800) is ranked in the 94th percentile for overall pollution burden, meaning it is among the most polluted census tracks in the state. The surrounding community bears the impact of multiple sources of pollution and is more polluted than average on several pollution indicators measured by CalEnviroScreen. For example, the project census tract ranks in the 100th percentile for ozone burden, the 57th percentile for particulate matter (PM) 2.5 burden, and the 83rd percentile for diesel PM, and 81st percentile for traffic impacts. All of these environmental factors are attributed to heavy truck activity in the area. Ozone can cause lung irritation, inflammation, and worsening of existing chronic health conditions, even at low levels of exposure[2]. The very small particles of diesel PM can reach deep into the lung, where they can contribute to a range of health problems. These include irritation to the eyes, throat and nose, heart and lung disease, and lung cancer[3].

The census tract ranks in the 96th percentile for drinking water impacts, which indicates that it ranks with the worst quality drinking water in the state. Poor communities are exposed to contaminants in their drinking water more often than people in other parts of the state[4].

[1] CalEnviroScreen 4.0 https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40
[2] OEHHA Ozone Burden https://oehha.ca.gov/calenviroscreen/indicator/air-quality-ozone
[3] OEHHA Diesel Particulate Matter https://oehha.ca.gov/calenviroscreen/indicator/diesel-particulate-matter
[4] OEHHA Drinking Water https://oehha.ca.gov/calenviroscreen/drinking-water

The census tract also bears more impacts from cleanup sites than 82% of the state. Chemicals in the buildings, soil, or water at cleanup sites can move into nearby communities through the air or movement of water[5].

The census tract also ranks in the 97th percentile for hazardous waste facility impacts. Hazardous waste generators and facilities contribute to the contamination of air, water and soil near waste generators and facilities can harm the environment as well as people[6].

Further, the census tract is a diverse community including 25% Hispanic, 14% African-American, and 11% Asian-American residents, whom are especially vulnerable to the impacts of pollution. The community has a high rate of poverty, meaning 56% of the households in the census tract have a total income before taxes that is less than the poverty level. Income can affect health when people cannot afford healthy living and working conditions, nutritious food and necessary medical care[7]. Poor communities are often located in areas with high levels of pollution[8]. Poverty can cause stress that weakens the immune system and causes people to become ill from pollution[9]. Living in poverty is also an indication that residents may lack health insurance or access to medical care. Medical care is vital for this census tract as it ranks in the 45th percentile for incidence of cardiovascular disease.

Additionally, the census tract adjacent to the project site (6071007200 (west)) is identified as a SB 535 Disadvantaged Community[10], which is not discussed or presented for analysis in the MND. This indicates that cumulative negative impacts of development and environmental impacts in the area are disproportionately impacting these communities. The MND does not discuss that the surrounding area is a disadvantaged community and does not utilize this information in its analysis. The MND has not considered the environmental impacts in relation to the SB 535 status of the project census tract and surrounding area. The negative environmental, health, and quality of life impacts of the warehousing and logistics industry in the area have become distinctly inequitable. The severity of environmental impacts particularly on these Disadvantaged Communities must be included for analysis as part of an EIR.

[5] OEHHA Cleanup Sites https://oehha.ca.gov/calenviroscreen/indicator/cleanup-sites
[6] OEHHA Hazardous Waste Generators and Facilities https://oehha.ca.gov/calenviroscreen/indicator/hazardous-waste-generators-and-facilities
[7] OEHHA Poverty https://oehha.ca.gov/calenviroscreen/indicator/poverty
[8] Ibid.
[9] Ibid.
[10] OEHHA SB 535 Census Tracts https://oehha.ca.gov/calenviroscreen/sb535

The State of California lists three approved compliance modeling softwares[11] for non-residential buildings: CBECC-Com, EnergyPro, and IES VE. CalEEMod is not listed as an approved software. The CalEEMod modeling does not comply with the 2022 Building Energy Efficiency Standards and under-reports the project's significant Energy impacts and fuel consumption to the public and decision makers. Since the MND did not accurately or adequately model the energy impacts in compliance with Title 24, it cannot conclude the project will generate less than significant impacts and a finding of significance must be made. An EIR with modeling using one of the approved software types must be prepared and circulated for public review in order to adequately analyze the project's significant environmental impacts. This is vital as the MND utilizes CalEEMod as a source in its methodology and analysis, which is clearly not an approved software.

XI. Land Use and Planning

The MND does not discuss or analyze the project's compliance with the General Plan's Land Use Buildout Scenario. Table ES-1: Non-Residential Buildout (2035) within the General Plan EIR[12] projected new development of 1,246,376 s.f. of light industrial uses and 1,246 associated new jobs. The MND does not provide any information or analysis on the buildout conditions of the General Plan. The MND has not provided evidence that the growth generated by the proposed project was anticipated by the General Plan, RTP/SCS, or AQMP. An EIR must be prepared to include this analysis, and also provide a cumulative analysis discussion of projects approved since General Plan adoption and projects "in the pipeline" to determine if the project will exceed the General Plan buildout scenarios. For example, other recent industrial projects[13] such as 301 Tennessee Street Warehouse (197,397 s.f.; 166 employees), Nevada Street Warehouse (89,430 s.f.; 75 employees), Kansas St. & Park Ave. Warehouse (83,875 s.f.; 71 employees), 1980 Park Ave. Warehouse (48,079 s.f.; 41 employees), Mtn. View. & 10 Freeway Warehouse (420,937 s.f.; 353 employees), and New Jersey Street Warehouse (179,400 s.f.; 151 employees) combined with the proposed project will cumulatively generate 1,327 employees and 1,561,828 square feet of light industrial space. This exceeds the City's projected light industrial growth forecast through 2035 by 25% and exceeds the quantity jobs associated with projected light industrial development through 2035 by 6% and is accounted for by only eight recent industrial projects. These totals increase exponentially when other light industrial development approved, submitted, or "in the

[11] California Energy Commission 2022 Energy Code Compliance Software https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-1
[12] Redlands General Plan EIR https://www.cityofredlands.org/sites/main/files/file-attachments/redlands_deir_compiled_lo_071917_0.pdf?1554321669
[13] City of Redlands Major Project List https://www.cityofredlands.org/sites/main/files/file-attachments/major_projects_list_2q_2023_-_5.22.2023.pdf

pipeline" since General Plan adoption are added to the total. An EIR must be prepared to include a cumulative analysis on this topic.

Additionally, the MND does not provide any consistency analysis with SCAG's 2020-2045 Connect SoCal RTP/SCS. Due to errors in modeling and modeling without supporting evidence, as noted throughout this comment letter and attachments, the proposed project has significant potential for inconsistency with Goal 5 to reduce greenhouse gas emissions and improve air quality, Goal 6 to support healthy and equitable communities, and Goal 7 to adapt to a changing climate. An EIR must be prepared to include revised, accurate modeling and a consistency analysis with all goals of the RTP/SCS.

XIV. Population and Housing

The MND utilizes uncertain language and does not provide any meaningful analysis or supporting evidence to substantiate the conclusion that there will be no significant impact to population and housing. The MND does not provide any geographic or demographic information regarding the available workforce, such as whether the unemployed workforce is interested in or qualified for work in the industrial sector. Relying upon the workforce of the greater Inland Empire region will serve to increase project generated service population VMT and increase VMT impacts.

The MND also relies upon the statement that the project "is an allowable use within the EV/SD zoning district," and therefore consistent with the General Plan to conclude that there will be less than significant impacts. However, as stated above, the MND has not provided any meaningful evidence to support this claim. The MND does not discuss or analyze the project's compliance with the General Plan's Land Use Buildout Scenario. Table ES-1: Non-Residential Buildout (2035) within the General Plan EIR[14] projected new development of 1,246,376 s.f. of light industrial uses and 1,246 associated new jobs. The MND does not provide any information or analysis on the buildout conditions of the General Plan. The MND has not provided evidence that the growth generated by the proposed project was anticipated by the General Plan, RTP/SCS, or AQMP. An EIR must be prepared to include this analysis, and also provide a cumulative analysis discussion of projects approved since General Plan adoption and projects "in the pipeline" to determine if the project will exceed the General Plan buildout scenarios and associated employment projections.

Additionally, the MND does not provide any meaningful information or discussion regarding the construction employees needed for the project. An EIR must be prepared to include a quantified

[14] Redlands General Plan EIR https://www.cityofredlands.org/sites/main/files/file-attachments/redlands_deir_compiled_lo_071917_0.pdf?1554321669

construction worker analysis including geographic locations of qualified available workers in order to provide an adequate and accurate environmental analysis.

SCAG's Connect SoCal Demographics and Growth Forecast[15] states that the City will add 13,700 jobs between 2016 - 2045. Utilizing the MND's calculation of 312 employees, the project represents 2.2% of the City's employment growth from 2016 - 2045. A single project accounting for this amount of growth over 29 years represents a significant amount of growth. An EIR must be prepared to include this analysis, and also provide a cumulative analysis discussion of projects approved since 2016 and projects "in the pipeline" to determine if the project will exceed SCAG's employment and/or population growth forecast and the General Plan's growth forecasts. For example, other recent industrial projects[16] such as Iowa Street Warehouse (185,100 s.f.; 158 employees), Nevada Street Warehouse (89,430 s.f.; 75 employees), Kansas St. & Park Ave. Warehouse (83,875 s.f.; 71 employees), 1980 Park Ave. Warehouse (48,079 s.f.; 41 employees), Mtn. View. & 10 Freeway Warehouse (420,937 s.f.; 353 employees), New Jersey Street Warehouse (179,400 s.f.; 151 employees), and 301 Tennessee Street Warehouse (197,397 s.f.; 166 employees) combined with the proposed project will cumulatively generate 1,327 employees, which is 9.6% of the City's SCAG employment growth forecast over 29 years accounted for by only eight recent industrial projects. This number increases exponentially when the City's commercial development activity is added to the calculation. An EIR must be prepared to include a cumulative analysis on this topic.

4.16 Transportation

The VMT analysis has exempted the project from performing a project-specific VMT analysis because the City's VMT Guidelines exempt warehousing projects that are 463,600 square feet or less in size because it is presumed that they generate less than 3,000 MTCO2e annually[17]. The MND is misleading to the public and decision makers in stating that the project qualifies for the exemption because it meets the size threshold requirement, but it does not meet the Guidelines presumption that it generates less than 3,000 MTCO2e annually. Table 6: Project GHG Emissions within the MND demonstrates that the project will generate 3,534.58 MTCO2e annually. Applying the exemption to the proposed project is not consistent with the City's VMT Guidelines and a project-specific quantified VMT analysis must be prepared as part of an EIR.

[15] SCAG Connect SoCal Demographics and Growth Forecast adopted September 3, 2020 https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579
[16] City of Redlands Major Project List https://www.cityofredlands.org/sites/main/files/file-attachments/major_projects_list_1q_2023_-_2.15.2023.pdf
[17] City of Redlands. CEQA Assessment VMT Analysis Guidelines https://www.cityofredlands.org/sites/main/files/file-attachments/redlands_vmt_analysis_guidelines.pdf

Additionally, the MND's erroneous VMT exemption does not act in accordance with or further the goals of SB 743 and the State's GHG reduction goals. The actual VMT generated by project operations (service population and operational truck/trailer/delivery van activity) is not consistent with the significance threshold and legislative intent of SB 743 to reduce greenhouse gas emissions by reducing VMT. The operational nature of industrial/warehouse uses involves high rates of truck/trailer/delivery van VMT due to traveling from large import hubs to regional distribution centers to smaller industrial parks and then to their final delivery destinations. Once employees arrive at work at the proposed project, they will conduct their jobs by driving delivery vans across the region as part of the daily operations as a warehouse, which will drastically increase project-generated VMT. The project's truck/trailer and delivery van activity is unable to utilize public transit or active transportation and it is misleading to the public and decision makers to exclude this activity from VMT analysis. The project's actual VMT generated by project operations (service population and operational truck/trailer/delivery van activity) is not consistent with the significance threshold and legislative intent of SB 743 to reduce greenhouse gas emissions by reducing VMT. An EIR must be prepared to reflect a project-specific quantified VMT analysis that includes all truck/trailer and delivery van activity in order to provide an adequate and accurate environmental analysis.

The MND has not adequately analyzed the project's potential to substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses; or the project's potential to result in inadequate emergency access. Exhibit 1-5: Truck Access within Appendix B depicts the truck turning template at the intersection of the project driveway and Lugonia Avenue separately for each truck entering and exiting the site. This is because there is clearly not adequate maneuvering area within the proposed 40 foot driveway area. The truck turning template on Figure 3: Site Plan in the MND depicts trucks turning simultaneously here, and there are overlapping lines for the trucks entering the site from both east and westbound Lugonia. This demonstrates that a truck cannot be queued onsite while another attempts to enter or they will collide.

Further, the Site Plan depicts further conflicts between passenger cars and trucks. Passenger car parking spaces are adjacent to truck court. The modeling for trucks turning into the loading docks show overlap with the edge of the parking stalls, meaning that there is not adequate maneuvering space within the truck court. These parking stalls that may be in use at any time and further restrict truck/trailer movement. There are also no exhibits depicting emergency vehicle access. Deferring this environmental analysis required by CEQA to the construction permitting phase is improper mitigation and does not comply with CEQA's requirement for meaningful disclosure and adequate

informational documents. An EIR must be prepared for the proposed project with this analysis in order to provide an adequate and accurate environmental analysis.

Additionally, the MND has not provided any analysis of the available horizontal and vertical sight distance at the intersection of the project driveways and adjacent streets. Sight distance is the continuous length of street ahead visible to the driver. At unsignalized intersections, corner sight distance must provide a substantially clear line of sight between the driver of the vehicle waiting on the minor road (driveway) and the driver of an approaching vehicle. An EIR must be prepared with this analysis based on the American Association of State Highway and Transportation Officials (AASHTO) Stopping Sight Distance requirements.

4.19 Mandatory Findings of Significance

An EIR must be prepared to include a cumulative analysis discussion here to demonstrate the impact of the proposed project in a cumulative setting. The MND does not discuss or analyze the project's compliance with the General Plan's Land Use Buildout Scenario. Table ES-1: Non-Residential Buildout (2035) within the General Plan EIR[18] projected new development of 1,246,376 s.f. of light industrial uses and 1,246 associated new jobs. The MND does not provide any information or analysis on the buildout conditions of the General Plan. The recent projects discussed above combined with the proposed project will cumulatively generate 1,327 employees and 1,561,828 square feet of light industrial space. This exceeds the City's projected light industrial growth forecast through 2035 by 25% and exceeds the quantity jobs associated with projected light industrial development through 2035 by 6% and is accounted for by only eight recent industrial projects. These totals increase exponentially when other light industrial development approved, submitted, or "in the pipeline" since General Plan adoption are added to the total. An EIR must be prepared to include a cumulative analysis on this topic.

SCAG's Connect SoCal Demographics and Growth Forecast states that the City will add 13,700 jobs between 2016 - 2045. Utilizing the MND's calculation of 312 employees, the project represents 2.2% of the City's employment growth from 2016 - 2045. A single project accounting for this amount of growth over 29 years represents a significant amount of growth. The MND has not provided evidence that the growth generated by the proposed project was anticipated by the General Plan, RTP/SCS, or AQMP.

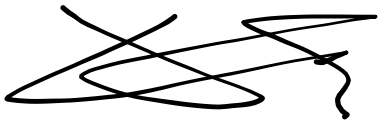
[18] Redlands General Plan EIR https://www.cityofredlands.org/sites/main/files/file-attachments/redlands_deir_compiled_lo_071917_0.pdf?1554321669

An EIR must be prepared to include this analysis, and also provide a cumulative analysis discussion of projects approved since General Plan adoption and projects "in the pipeline" to determine if the project will exceed the General Plan buildout scenarios and/or SCAG growth forecasts. For example, other recent industrial projects[19] such as Iowa Street Warehouse (185,100 s.f.; 158 employees), Nevada Street Warehouse (89,430 s.f.; 75 employees), Kansas St. & Park Ave. Warehouse (83,875 s.f.; 71 employees), 1980 Park Ave. Warehouse (48,079 s.f.; 41 employees), Mtn. View. & 10 Freeway Warehouse (420,937 s.f.; 353 employees), New Jersey Street Warehouse (179,400 s.f.; 151 employees) and and 301 Tennessee Street Warehouse (197,397 s.f.; 166 employees) combined with the proposed project will cumulatively generate 1,327 employees, which is 9.6% of the City's SCAG employment growth forecast over 29 years accounted for by only eight recent industrial projects. This number increases exponentially when the City's commercial development activity is added to the calculation. An EIR must be prepared to include a cumulative analysis on this topic.

Conclusion

For the foregoing reasons, GSEJA believes the MND is flawed and an EIR must be prepared for the proposed project and circulated for public review. Golden State Environmental Justice Alliance requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

Sincerely,



Gary Ho
Blum, Collins & Ho LLP

Attachment: SWAPE Analysis

[19] City of Redlands Major Project List https://www.cityofredlands.org/sites/main/files/file-attachments/major_projects_list_1q_2023_-_2.15.2023.pdf

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April 24, 2024

Gary Ho
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Subject: Comments on the 1101 California Street Warehouse Project (SCH No. 2024031107)

Dear Mr. Ho,

We have reviewed the March 2024 Checklist for the 1101 California Street Warehouse ("Project") located in the City of Redlands ("City"). The Project proposes to construct 357,610-square-feet ("SF") of industrial space and 6,000-SF of office space, as well as 396 parking spaces on the 16-acre site.

Our review concludes that the Checklist fails to adequately evaluate the Project's air quality, health risk, and greenhouse gas impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project may be underestimated and inadequately addressed. A full CEQA analysis should be prepared to adequately assess and mitigate the potential air quality, health risk, and greenhouse gas impacts that the project may have on the environment.

Air Quality

Failure to Provide Complete CalEEMod Output Files

Land use development projects under the California Environmental Quality Act ("CEQA") typically evaluate air quality impacts and calculate potential criteria air pollutant emissions using the California Emissions Estimator Model ("CalEEMod"). [1] CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but CEQA requires that such changes be justified by substantial evidence. Once all of the values are inputted into the model, the Project's

[1] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide.

construction and operational emissions are calculated, and "output files" are generated. These output files disclose to the reader what parameters are used in calculating the Project's air pollutant emissions and demonstrate which default values are changed. Justifications are provided for the selected values.

According to the Air Quality Impact Analysis ("AQIA"), included as Appendix A to the Checklist, CalEEMod Version 2022.1 is relied upon to estimate Project emissions (p. 14). However, this poses a problem, as the currently available version of CalEEMod 2022.1 is described as a "soft release" which fails to provide complete output files.[2] Specifically, the "User Changes to Default Data" table no longer provides the quantitative counterparts to the changes to the default values (see excerpt below) (Appendix A, pp. 153, 209, 245):

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	Schedule taken from client data Building Construction, Paving, and Architectural Coating overlap to present a conservative analysis Construction schedule compressed to account for 2025 Opening Year
Construction: Off-Road Equipment	T/L/Bs replaced with Crawler Tractor to accurately calculate disturbance for Site Preparation and Grading phases Standard 8 hours work days
Construction: Trips and VMT	Vendor Trips adjusted based on CalEEMod defaults for Building Construction and number of days for Demolition, Site Preparation, Grading, and Building Construction
Construction: Architectural Coatings	SCAQMD Rule 1113

However, previous CalEEMod Versions, such as 2020.4.0, include the specific numeric changes to the model's default values (see example excerpt below):

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	230.00	167.00
tblConstructionPhase	PhaseEndDate	11/22/2023	8/25/2023
tblConstructionPhase	PhaseEndDate	9/27/2023	6/30/2023
tblConstructionPhase	PhaseEndDate	10/25/2023	7/28/2023
tblConstructionPhase	PhaseStartDate	10/26/2023	7/29/2023
tblConstructionPhase	PhaseStartDate	9/28/2023	7/1/2023
tblLandUse	LandUseSquareFeet	160,000.00	160,371.00
tblLandUse	LandUseSquareFeet	119,000.00	41,155.00
tblLandUse	LotAcreage	3.67	3.68
tblLandUse	LotAcreage	2.73	2.74

The output files associated with CalEEMod Version 2022.1 fail to present the exact parameters used to calculate Project emissions. To remedy this issue, the Checklist should have provided access to the model's ".JSON" output files, which allow third parties to review the model's revised input parameters.[3] Without access to the complete output files, including the specific numeric changes to the default values, we cannot verify that the Checklist's air modeling and subsequent analysis is an accurate reflection of the proposed Project. As a result, a full CEQA analysis should be prepared to include an

[2] "CalEEMod California Emissions Estimator Model Soft Release." California Air Pollution Control Officers Association (CAPCOA), 2022, *available at:* https://caleemod.com/.
[3] "Video Tutorials for CalEEMod Version 2022.1." California Air Pollution Control Officers Association (CAPCOA), May 2022, *available at:* https://www.caleemod.com/tutorials.

updated air quality analysis that correctly provides the complete output files for CalEEMod Version 2022.1, or includes an updated air model using an older release of CalEEMod.[4]

Unsubstantiated Input Parameters Used to Estimate Project Emissions

As previously discussed, the Checklist relies on CalEEMod Version 2022.1 to estimate the Project's air quality emissions and fails to provide the complete output files required to adequately evaluate model's analysis (p. 14). Regardless, when reviewing the Project's CalEEMod output files, provided in Appendix A and the Greenhouse Gas Analysis ("GHG Analysis"), included as Appendix F to the Checklist, we were able to identify several model inputs that are inconsistent with information disclosed in the Checklist. The Project's construction and operational emissions may consequently be underestimated. A full CEQA analysis should be prepared to include an updated air quality analysis that adequately evaluates the impacts that construction and operation of the Project will have on local and regional air quality.

Failure to Consider Potential Cold Storage Requirements

Review of the CalEEMod output files demonstrates that the "15517 - 1101 California (Construction)" and "15517 - 1101 California (Operations)" models include 286,088-SF of the "Unrefrigerated Warehouse-No Rail" land use (see excerpt below) (Appendix A, pp. 162, 217; Appendix F, pp. 7, 110, 165).

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)
Unrefrigerated Warehouse-No Rail	286	1000sqft	6.57	286,088	87,490
Industrial Park	71.5	1000sqft	1.64	71,522	0.00
Parking Lot	401	Space	3.61	0.00	0.00
Other Asphalt Surfaces	6.83	Acre	6.83	0.00	0.00
User Defined Industrial	358	User Defined Unit	0.00	0.00	0.00

As demonstrated above, the models do not include any refrigerated warehouse space whatsoever. This may be incorrect, as the Checklist does not mention potential tenants whatsoever.

As future site tenants are unknown, the proposed warehouse may require cold storage for operation. As discussed by the South Coast Air Quality Management District ("SCAQMD"), "CEQA requires the use of 'conservative analyses to afford 'fullest possible protection of the environment.'"[5] The Checklist must provide substantial evidence for not including any of the warehouse as cold storage space. Otherwise,

[4] "CalEEMod Version 2020.4.0." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* http://www.aqmd.gov/caleemod/download-model.

[5] "Warehouse Truck Trip Study Data Results and Usage" Presentation. SCAQMD Inland Empire Logistics Council, June 2014, *available at*: http://www.aqmd.gov/docs/default-source/ceqa/handbook/high-cube-warehouse-trip-rate-study-for-air-quality-analysis/final-ielc_6-19-2014.pdf?sfvrsn=2.

an updated model should be prepared to include the entire warehouse land use as refrigerated to account for the additional emissions that refrigeration requirements may generate.

This presents an issue, as refrigerated warehouses release more criteria air pollutant and greenhouse gas ("GHG") emissions when compared to unrefrigerated land uses for three reasons. First, warehouses equipped with cold storage, such as refrigerators and freezers, are known to consume more energy when compared to warehouses without cold storage.[6] Second, warehouses equipped with cold storage typically require refrigerated trucks, which are known to idle for much longer when compared to unrefrigerated hauling trucks.[7] Lastly, according to a July 2014 *Warehouse Truck Trip Study Data Results and Usage* presentation prepared by the SCAQMD hauling trucks that require refrigeration result in greater truck trip rates when compared to non-refrigerated hauling trucks.[8]

By failing to account for any potential cold storage requirements, the models may underestimate the Project's operational emissions and should not be relied upon to determine Project significance. A full CEQA analysis should be prepared to account for the possibility of additional refrigerated warehouse needs by the Project's future tenants.

Underestimated Saturday and Sunday Operational Vehicle Trip Rates

According to the Traffic Analysis, included as Appendix B to the Checklist, the proposed Project is expected to generate approximately 842 daily operational vehicle trips (see excerpt below) (Appendix B, p. 37):

[6] "Warehouses." Business Energy Advisor, *available at*: https://ouc.bizenergyadvisor.com/article/warehouses.
[7] "Estimation of Fuel Use by Idling Commercial Trucks." Transportation Research Record Journal of the Transportation Research Board, January 2006, p. 8, *available at:* https://www.researchgate.net/publication/245561735_Estimation_of_Fuel_Use_by_Idling_Commercial_Trucks.
[8] "Warehouse Truck Trip Study Data Results and Usage" Presentation. SCAQMD Mobile Source Committee, July 2014, *available at:* http://www.aqmd.gov/docs/default-source/ceqa/handbook/high-cube-warehouse-trip-rate-study-for-air-quality-analysis/finaltrucktripstudymsc072514.pdf?sfvrsn=2, p. 7, 9.

TABLE 4-2: PROJECT TRIP GENERATION SUMMARY

Land Use	Quantity	Units[1]	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	Daily
Actual Vehicles:									
General Light Industrial (20%)	71.522	TSF							
Passenger Cars:			46	6	52	6	40	46	330
2-axle Trucks:			0	0	0	0	0	0	4
3-axle Trucks:			0	0	0	0	0	0	4
4+-axle Trucks:			0	0	0	0	0	0	12
Total Truck Trips (Actual Vehicles):			0	0	0	0	0	0	20
Total Trips (Actual Vehicles)[2]			46	6	52	6	40	46	350
Warehousing (80%)	286.088	TSF							
Passenger Cars:			34	9	43	10	33	43	318
2-axle Trucks:			1	0	1	1	1	2	30
3-axle Trucks:			1	1	2	1	1	2	36
4+-axle Trucks:			2	2	4	3	3	6	108
Total Truck Trips (Actual Vehicles):			4	3	7	5	5	10	174
Total Trips (Actual Vehicles)[2]			38	12	50	15	38	53	492
Passenger Cars			80	15	95	16	73	89	648
Trucks			4	3	7	5	5	10	194
Total Trips (Actual Vehicles)[2]			**84**	**18**	**102**	**21**	**78**	**99**	**842**
Passenger Car Equivalent (PCE):									
General Light Industrial (20%)	71.522	TSF							
Passenger Cars:			46	6	52	6	40	46	330
2-axle Trucks (PCE = 1.5):			0	0	0	0	0	0	4
3-axle Trucks (PCE = 2.0):			0	0	0	0	0	0	8
4+-axle Trucks (PCE = 3.0):			1	0	1	1	1	1	34
Total Truck Trips (PCE):			1	0	1	1	1	2	46
Total Trips (PCE)[2]			47	6	53	7	41	48	376
Warehousing (80%)	286.088	TSF							
Passenger Cars:			34	9	43	10	33	43	318
2-axle Trucks (PCE = 1.5):			1	1	2	1	1	2	44
3-axle Trucks (PCE = 2.0):			1	1	2	2	2	4	72
4+-axle Trucks (PCE = 3.0):			6	5	11	9	8	17	322
Total Truck Trips (PCE):			8	7	15	12	11	23	438
Total Trips (PCE)[2]			42	16	58	22	44	66	756
Passenger Cars			80	15	95	16	73	89	648
Trucks			9	7	16	13	12	25	484
Total Trips (PCE)[2]			**89**	**22**	**111**	**29**	**85**	**114**	**1,132**

[1] TSF = thousand square feet

[2] Total Trips = Passenger Cars + Truck Trips.

The Project's models should accurately reflect the above-mentioned operational daily vehicle trip rates. However, review of the CalEEMod output files demonstrates that the "15517 - 1101 California (Operations)" model only includes a total of approximately 427.4 Saturday[9] and 403.9 Sunday[10] vehicle trips (see excerpt below) (Appendix B, pp. 196, 197, 235; Appendix F, pp. 183, 145).

[9] Calculated: Total Saturday Warehouse Operations Vehicle Trips (15.2 Unrefrigerated Warehouse-No Rail trips + 16.2 Industrial Park trips + 396 User Defined Industrial trips) = 427.4 Total Saturday Vehicle Trips.

[10] Calculated: Total Sunday Warehouse Operations Vehicle Trips (6.01 Unrefrigerated Warehouse-No Rail trips + 15.9 Industrial Park trips + 382 User Defined Industrial trips) = 403.9 Total Sunday Vehicle Trips.

Land Use Type	Trips/Weekday	Trips/Saturday	Trips/Sunday	Trips/Year	VMT/Weekday	VMT/Saturday	VMT/Sunday	VMT/Year
Unrefrigerated Warehouse-No Rail	174	15.2	6.01	46,453	5,277	460	182	1,409,382
Industrial Park	20.0	16.2	15.9	6,896	598	482	476	205,764
Parking Lot	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Asphalt Surfaces	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User Defined Industrial	648	396	382	209,516	9,833	6,013	5,796	3,179,356

The Saturday and Sunday trips are underestimated by a total of approximately 414.6 trips[11] and 438.1 trips,[12] respectively. As such, the trip rates input into the model are underestimated and inconsistent with the information provided by the Checklist and associated documents.

These inconsistencies present an issue, as CalEEMod uses the operational vehicle trip rates to calculate the emissions associated with the operational on-road vehicles.[13] By including underestimated Saturday and Sunday operational vehicle trips, the model underestimates the Project's mobile-source operational emissions and should not be relied upon to determine Project significance.

Unsubstantiated Changes to Architectural Coating Emission Factors

Review of the CalEEMod output files demonstrates that the "15517 - 1101 California (Construction)" and "15517 - 1101 California (Operations)" models include changes to the default architectural coating emission factors (see excerpt below) (Appendix A, pp. 153, 209, 245; Appendix F, pp. 101, 157, 193):

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	Schedule taken from client data Building Construction, Paving, and Architectural Coating overlap to present a conservative analysis Construction schedule compressed to account for 2025 Opening Year
Construction: Off-Road Equipment	T/L/Bs replaced with Crawler Tractor to accurately calculate disturbance for Site Preparation and Grading phases Standard 8 hours work days
Construction: Trips and VMT	Vendor Trips adjusted based on CalEEMod defaults for Building Construction and number of days for Demolition, Site Preparation, Grading, and Building Construction
Construction: Architectural Coatings	SCAQMD Rule 1113
Operations: Vehicle Data	Trip characteristics based on information provided in traffic analysis
Operations: Fleet Mix	Passenger Car Mix estimated based on CalEEMod default fleet mix and the ratio of the vehicle classes (LDA, LDT1, LDT2, MDV, MCY). Truck Fleet Mix based on 2, 3 and 4 axle trucks
Operations: Architectural Coatings	SCAQMD Rule 1113
Operations: Energy Use	Per client data, natural gas will not be utilized
Operations: Refrigerants	Beginning 1 January 2025, all new air conditioning equipment may not use refrigerants with a GWP of 750 or greater

As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.[14] As demonstrated above in the "User Changes to Default Data" table, the justification provided for these changes is:

[11] Calculated: 842 proposed vehicle trips – 427.4 modeled vehicle trips = 414.6 vehicle trips underestimated.
[12] Calculated: 842 proposed vehicle trips – 403.9 modeled vehicle trips = 438.1 vehicle trips underestimated.
[13] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 36.
[14] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 1, 14.

"SCAQMD Rule 1113" (Appendix A, pp. 153, 209, 245; Appendix F, pp. pp. 101, 157, 193).

Furthermore, the Project relies on the Fontana General Plan Update ("Fontana GP"), which includes the SCAQMD Rule 1113 concerning architectural coating values as a formal mitigation measure:

> "MM-AQ-11 All paints and coatings shall meet or exceed performance standards noted in SCAQMD Rule 1113. Specifically, the following measures shall be implemented, as feasible: Use coatings and solvents with a VOC content lower than that required under AQMD Rule 1113" (Fontana GP, pp. 89)

However, the models' reductions to the architectural coating emission factors remain unsubstantiated for two reasons.

First, we cannot verify the accuracy of the revised architectural coating emission factors based on SCAQMD Rule 1113 alone. The SCAQMD Rule 1113 Table of Standards provides the required volatile organic compound ("VOC") limits (grams of VOC per liter of coating) for 57 different coating categories.[15] The VOC limits for each coating varies from a minimum value of 50 g/L to a maximum value of 730 g/L. As such, we cannot verify that SCAQMD Rule 1113 substantiates reductions to the default coating values without more information regarding what category of coating will be used. As the Checklist fails to explicitly require the use of a specific type of coating which would adhere to a specific VOC limit, we are unable to verify the models' revised coating emission factors.

Second, as previously discussed, the output files for CalEEMod 2022.1 do not present the numeric changes to any model defaults. Upon further review of the output files, Table 5.5 contains the only mention of architectural coatings (see excerpt below) (Appendix A, pp. 145; Appendix F, pp. 93):

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	536,415	178,805	27,273

However, as demonstrated above, Table 5.5 only provides the *square footage* of area to be coated. Since the output files fail to demonstrate the architectural coating *emission factors* that the model relies on, we cannot verify that the values included in the model are accurate. As previously stated, the Checklist should have provided access to the model's ".JSON" output files, which allow third parties to review the model's revised input parameters.[16]

These unsubstantiated reductions present an issue, as CalEEMod uses the architectural coating emission factors to calculate the Project's reactive VOC emissions.[17] By including unsubstantiated reductions to

[15] "SCAQMD Rule 1113 Advisory Notice." SCAQMD, February 2016, *available at:* http://www.aqmd.gov/docs/default-source/rule-book/reg-xi/r1113.pdf?sfvrsn=24, p. 1113-14, Table of Standards 1.

[16] "Video Tutorials for CalEEMod Version 2022.1." California Air Pollution Control Officers Association (CAPCOA), May 2022, *available at:* https://www.caleemod.com/tutorials.

[17] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 35, 40.

the default architectural coating emission factors, the model may underestimate the Project's construction-related VOC emissions and should not be relied upon to determine Project significance.

Unsubstantiated Changes to Operational Fleet Mix Values

Review of the CalEEMod output files demonstrates that the "15517 - 1101 California (Operations)" model includes changes to the default operational vehicle fleet mix percentages (see excerpt below) (Appendix A, pp. 209, 245; Appendix F, pp. 157, 193).

8. User Changes to Default Data

Screen	Justification
Construction: Construction Phases	Schedule taken from client data Building Construction, Paving, and Architectural Coating overlap to present a conservative analysis Construction schedule compressed to account for 2025 Opening Year
Construction: Off-Road Equipment	T/L/Bs replaced with Crawler Tractor to accurately calculate disturbance for Site Preparation and Grading phases Standard 8 hours work days
Construction: Trips and VMT	Vendor Trips adjusted based on CalEEMod defaults for Building Construction and number of days for Demolition, Site Preparation, Grading, and Building Construction
Construction: Architectural Coatings	SCAQMD Rule 1113
Operations: Vehicle Data	Trip characteristics based on information provided in traffic analysis
Operations: Fleet Mix	Passenger Car Mix estimated based on CalEEMod default fleet mix and the ratio of the vehicle classes (LDA, LDT1, LDT2, MDV, MCY). Truck Fleet Mix based on 2, 3 and 4 axle trucks
Operations: Architectural Coatings	SCAQMD Rule 1113
Operations: Energy Use	Per client data, natural gas will not be utilized
Operations: Refrigerants	Beginning 1 January 2025, all new air conditioning equipment may not use refrigerants with a GWP of 750 or greater

As previously mentioned, the CalEEMod User's Guide requires any changes to model defaults be justified.[18] As demonstrated above in the "User Changes to Default Data" table, the justification provided for these changes is:

> "Passenger Car Mix estimated based on CalEEMod default fleet mix and the ratio of the vehicle classes (LDA, LDT1, LDT2, MDV, MCY). Truck Fleet Mix based on 2, 3 and 4 axle trucks" (Appendix A, pp. 209, 241; Appendix F, pp. 157, 193).

However, these changes remain unsubstantiated. As previously discussed, the output files for CalEEMod 2022.1 do not present the numeric changes to any model defaults. Upon further review of the output files, the model's fleet mix percentages are not provided whatsoever. Until the Checklist verifies that the model includes the correct breakdown of every vehicle type that will access the Project site during operations, we cannot verify that the values included in the model are accurate.[19]

These unsubstantiated changes present an issue, as CalEEMod uses operational vehicle fleet mix percentages to calculate the Project's operational emissions associated with on-road vehicles.[20] By including several unsubstantiated changes to the default operational vehicle fleet mix percentages, the

[18] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 1, 14.
[19] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 38.
[20] "CalEEMod User's Guide." California Air Pollution Control Officers Association (CAPCOA), May 2021, *available at:* https://www.aqmd.gov/caleemod/user's-guide, p. 36.

model may underestimate the Project's mobile-source operational emissions and should not be relied upon to determine Project significance.

SWAPE's Air Model Indicates a Potentially Significant Air Quality Impact

In an effort to quantitatively estimate the Project's construction-related and operational emissions, we used the CalEEModVersion 2020.4.0, as well as Project-specific information provided by the Checklist. CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type.

Our model included 286,088-SF of "Unrefrigerated Warehouse-No Rail" land use, 71,522-SF of "Industrial Park" land use, 401 spaces of "Parking lot" land use, and 6.83-acres of "Other Asphalt Surfaces". our updated model, we included the correct Saturday and Sunday operational vehicle trip rates; we also omitted the unsubstantiated changes to the architectural coating emission factors and operational fleet mix values. All other values are consistent with the Checklist's model.[21]

Our updated analysis estimates that the VOC emissions associated with Project construction exceed the applicable SCAQMD threshold of 75 pounds per day ("lbs/day"), as referenced by the Checklist (p. 15) (see table below).[22]

SWAPE Criteria Air Pollutant Emissions

Checklist	**Construction ROG** (lbs/day)
Checklist	63.51
SWAPE	114.6
% Increase	80.3%
SCAQMD Threshold	**75.0**
Exceeds?	***Yes***

As demonstrated above, construction-related VOC emissions, as estimated by SWAPE, increase by approximately 80.3% and exceed the applicable SCAQMD significance threshold. Our updated modeling demonstrates that the Project would result in a potentially significant air quality impact that was not previously identified or addressed by the Checklist. As a result, a full CEQA analysis should be prepared to adequately assess and mitigate the potential air quality impacts that the Project may have on the environment.

[21] See Attachment B for CalEEMod model.
[22] "South Coast AQMD Air Quality Significance Thresholds." SCAQMD, April 2019, *available at*: https://www.aqmd.gov/docs/default-source/ceqa/handbook/south-coast-aqmd-air-quality-significance-thresholds.pdf?sfvrsn=25.

Diesel Particulate Matter Emissions Inadequately Evaluated

The Checklist concludes that the proposed Project would result in a less-than-significant health risk impact based on a quantified construction and operational HRA, as detailed the Mobile Source Health Risk Assessment ("HRA Report"), provided as Appendix C to the Checklist. Specifically, the HRA Report estimates that the maximum cancer risk posed to nearby, existing residential sensitive receptors associated with construction and operation would be 0.02 in one million, which would not exceed the SCAQMD significance threshold of 10 in one million (p. 4, Table ES-3).

TABLE ES-3: SUMMARY OF CONSTRUCTION AND OPERATIONAL CANCER AND NON-CANCER RISKS

Time Period	Location	Maximum Lifetime Cancer Risk (Risk per Million)	Significance Threshold (Risk per Million)	Exceeds Significance Threshold
30 Year Exposure	Maximum Exposed Sensitive Receptor (Location R5)	0.02	10	NO
Time Period	**Location**	**Maximum Hazard Index**	**Significance Threshold**	**Exceeds Significance Threshold**
Annual Average	Maximum Exposed Sensitive Receptor (Location R5)	<0.01	1.0	NO

However, the Checklist's evaluation of the Project's potential health risk impacts, as well as the subsequent less-than-significant impact conclusion, is incorrect for two reasons.

First, the Checklist's HRAs are unreliable, as they rely upon emissions estimates from a flawed air model, as discussed above in the section titled "Unsubstantiated Input Parameters Used to Estimate Project Emissions." The HRAs are consequently based on potentially underestimated diesel particulate matter concentrations to calculate the health risk associated with Project construction. As a result, the Checklist's HRAs and resulting cancer risk should not be relied upon to determine Project significance.

Second, the Checklist's operational HRA underestimates the Fraction of Time At Home ("FAH") values for the third trimester, infant, and child receptors. Specifically, the HRA Report utilizes an FAH value of 0.85 for the third trimester (age -0.25 to 0) and infant (age 0 to 2) receptors, and an FAH value of 0.72 for the child receptors (age 2 to 16) (see excerpt below) (Appendix C, pp. 249).

Combined Construction and Operational Risk

Receptor No.	Age Bin	DPM Conc. (µg/m³)	Exposure Frequency (days)	Exposure Duration (years)	Inhalation Rate (L/kg-day)	Inhalation Absorption Factor	Averaging Time (years)	FAH	ASF	Cancer Risk			
										URF	CPF	Dose	Risk (per million)
1 (MEIW)	16 to 41	0.02057	250	0.83	230	1	70	1.00	1	3.0E-04	1.1E+00	3.2E-06	0.04
	16 to 41	0.00195	250	24.17	230	1	70	1.00	1	3.0E-04	1.1E+00	3.1E-07	0.11
												Total	0.15
2	0 to 2	0.00309	250	0.83	1090	1	70	1.00	10	3.0E-04	1.1E+00	2.3E-06	0.29
	0 to 2	0.00026	350	1.17	1090	1	70	0.85	10	3.0E-04	1.1E+00	2.7E-07	0.04
	2 to 16	0.00026	350	14	572	1	70	0.72	3	3.0E-04	1.1E+00	1.4E-07	0.06
	16 to 30	0.00026	350	14	261	1	70	0.73	1	3.0E-04	1.1E+00	6.5E-08	0.01
												Total	0.40
3	16 to 41	0.03556	250	0.83	230	1	70	1.00	1	3.0E-04	1.1E+00	5.6E-06	0.07
	16 to 41	0.00125	250	24.17	230	1	70	1.00	1	3.0E-04	1.1E+00	2.0E-07	0.07
												Total	0.14
4	16 to 41	0.01017	250	0.83	230	1	70	1.00	1	3.0E-04	1.1E+00	1.6E-06	0.02
	16 to 41	0.00069	250	24.17	230	1	70	1.00	1	3.0E-04	1.1E+00	1.1E-07	0.04
												Total	0.06
5 (MEIR)	0 to 2	0.00318	250	0.83	1090	1	70	1.00	10	3.0E-04	1.1E+00	2.4E-06	0.30
	0 to 2	0.00027	350	1.17	1090	1	70	0.85	10	3.0E-04	1.1E+00	2.8E-07	0.04
	2 to 16	0.00027	350	14	572	1	70	0.72	3	3.0E-04	1.1E+00	1.5E-07	0.07
	16 to 30	0.00027	350	14	261	1	70	0.73	1	3.0E-04	1.1E+00	6.8E-08	0.01
												Total	0.42
6 (MEISC)	4 to 13	0.00107	180	0.83	572	1	70	1.00	3	3.0E-04	1.1E+00	3.0E-07	0.01
	4 to 13	0.00011	180	8.17	572	1	70	1.00	3	3.0E-04	1.1E+00	3.1E-08	0.01
												Total	0.02

However, the FAH values used for the third trimester, infant, and childhood receptors are incorrect, as SCAQMD guidance clearly states:

> "For Tiers 1, 2, and 3 screening purposes, the FAH is assumed to be 1 for ages third trimester to 16. As a default, children are assumed to attend a daycare or school in close proximity to their home and no discount should be taken for time spent outside of the area affected by the facility's emissions. People older than age 16 are assumed to spend only 73 percent of their time at home."[23]

Per SCAQMD guidance, the HRA Report should have used an FAH of 1 for the third trimester, infant, and child receptors. By relying on incorrect FAH values, the Checklist underestimates the cancer risk posed to nearby, existing sensitive receptors as a result of the Project operation. An updated HRA should be prepared that accurately accounts for FAH values, and consequently assesses the health risk impacts the Project poses to nearby sensitive receptors.

Greenhouse Gas

Failure to Adequately Evaluate Greenhouse Gas Impacts

The Checklist estimates that the Project would generate net annual GHG emissions of 1,305.7 metric tons of carbon dioxide equivalents per year ("MT CO_2e/year") (see excerpt below) (p. 32, Table 6).

[23] "Risk Assessment Procedures." SCAQMD, August 2017, available at: http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1401/riskassessmentprocedures_2017_080717.pdf, p. 7.

Table 6
Project GHG Emissions

Emission Source	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e
Annual construction-related emissions amortized over 30 years	27.47	0.0	0.0	0.02	28.10
Mobile Source	3,072.72	0.20	0.34	4.31	3,183.19
Area Source	7.25	0.00	0.00	0.00	7.28
Water Usage	116.44	2.70	0.06	0.00	203.26
Waste	31.91	3.19	0.00	0.00	111.64
Refrigerants	0.00	0.00	0.00	1.11	1.11
Total CO2e (All Sources)	**3,534.58**				
Existing Emissions	2,228.88				
Net Emissions (Proposed – Existing)	**1,305.70**				

The Checklist concludes:

> "As such, the Project would not exceed the SCAQMD's recommended numeric threshold of 10,000 MTCO2e/yr. Therefore, project related emissions would not have a potential significant direct or indirect impact on GHG and climate change" (p. 32).

However, the Checklist's analysis, as well as the subsequent less-than-significant impact conclusion, is incorrect for three reasons:

(1) The Checklist's quantitative analysis relies upon a flawed air model;
(2) The Checklist's quantitative analysis relies upon an outdated threshold;
(3) The Checklist's unsubstantiated air model indicates a potentially significant impact;

1) Incorrect and Unsubstantiated Quantitative Analysis of Emissions

As previously stated, the Checklist estimates that the Project would generate net annual GHG emissions of 1,305.7 MT CO_2e/year (Appendix F, p. 32, Table 6). However, the Checklist's quantitative analysis is unsubstantiated. As previously discussed, when reviewing the Project's CalEEMod models, provided in the AQIA, we found that several of the values inputted into the models are not consistent with information disclosed in the Checklist. As a result, the models may underestimate the Project's emissions, and the Checklist's quantitative analysis should not be relied upon to determine Project significance. A full CEQA analysis should be prepared that adequately assesses the potential GHG impacts that construction and operation of the proposed Project may have on the environment.

2) Incorrect Reliance on an Outdated Quantitative GHG Threshold

As previously stated, the Checklist estimates that the Project would generate net annual GHG emissions of 1,305.7 MT CO_2e/year, which would not exceed the SCAQMD threshold of 10,000 MT CO_2e/year (Appendix F, p. 49). However, the guidance that provided the 10,000 MT CO_2e/year threshold, the SCAQMD's 2008 *Interim CEQA GHG Significance Threshold for Stationary Sources, Rules, and Plans* report, was developed when the Global Warming Solutions Act of 2006, commonly known as "AB 32",

was the governing statute for GHG reductions in California. AB 32 requires California to reduce GHG emissions to 1990 levels by 2020.[24] Furthermore, AEP guidance states:

> "[F]or evaluating projects with a post 2020 horizon, the threshold will need to be revised based on a new gap analysis that would examine 17 development and reduction potentials out to the next GHG reduction milestone."[25]

As it is currently March 2024, thresholds for 2020 are not applicable to the proposed Project and should be revised to reflect the current GHG reduction target. As such, the SCAQMD bright-line threshold of 10,000 MT CO_2e/year is outdated and inapplicable to the proposed Project, and the Checklist's less-than-significant GHG impact conclusion should not be relied upon. Instead, we recommend that the Project apply the SCAQMD 2035 service population efficiency target of 3.0 metric tons of carbon dioxide equivalents per service population per year ("MT CO_2e/SP/year"), which was calculated by applying a 40% reduction to the 2020 targets.[26]

3) *Failure to Identify a Potentially Significant GHG Impact*

In an effort to quantitatively evaluate the Project's GHG emissions, we compared the Project's GHG emissions, as estimated by the GHG Analysis, to the SCAQMD 2035 efficiency target of 3.0 MT CO_2e/SP/year. When applying this threshold, the Project's incorrect and unsubstantiated air model indicates a potentially significant GHG impact.

As previously stated, the Checklist estimates that the Project would generate net annual GHG emissions of 1,305.7MT CO_2e/year (p. 32, Table 6). According to CAPCOA's *CEQA & Climate Change* report, a service population ("SP") is defined as "the sum of the number of residents and the number of jobs supported by the project."[27] According to the Checklist, the project would support approximately 312 employees (p. 47). As the project is not expected to support any residential land uses, we estimate an SP of 312 people. When dividing the Project's net annual GHG emissions, as estimated by the Checklist, by an SP of 312 people, we find that the Project would emit approximately 4.18 MT CO_2e/SP/year (see table below).[28]

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[24] "Health & Safety Code 38550." California State Legislature, January 2007, *available at:* https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=HSC&sectionNum=38550.

[25] "Beyond Newhall and 2020: A Field Guide to New CEQA Greenhouse Gas Thresholds and Climate Action Plan Targets for California." Association of Environmental Professionals (AEP), October 2016, *available at:* https://califaep.org/docs/AEP-2016_Final_White_Paper.pdf, p. 39.

[26] "Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #15." SCAQMD, September 2010, *available at:* http://www.aqmd.gov/docs/default-source/ceqa/handbook/greenhouse-gases-(ghg)-ceqa-significance-thresholds/year-2008-2009/ghg-meeting-15/ghg-meeting-15-minutes.pdf, p. 2.

[27] "CEQA & Climate Change." California Air Pollution Control Officers Association (CAPCOA), January 2008, *available at:* https://www.airquality.org/LandUseTransportation/Documents/GHGThresholdsJustificationSept2014.pdf, p. 71-72.

[28] Calculated: (1,305.7 MT CO_2e/year) / (312 service population) = (4.18 MT CO_2e/SP/year).

Project Greenhouse Gas Emissions	
Annual Emissions (MT CO_2e/year)	1,305.7
Service Population	312
Service Population Efficiency (MT CO_2e/SP/year)	4.18
SCAQMD 2035 Target	**3.0**
Exceeds?	***Yes***

As demonstrated above, the Project's service population efficiency value exceeds the SCAQMD 2035 efficiency target of 3.0 MT CO_2e/SP/year, indicating a potentially significant impact not previously identified or addressed by the Checklist. As a result, the Checklist's less-than-significant GHG impact conclusion should not be relied upon. A full CEQA analysis should be prepared, including an updated GHG analysis and incorporating additional mitigation measures to reduce the Project's GHG emissions to less-than-significant levels.

Mitigation

Feasible Mitigation Measures Available to Reduce Emissions

Our analysis demonstrates that the Project would result in potentially significant air quality, health risk, and GHG impacts that should be mitigated further. In an effort to reduce emissions, the Project should consider the implementation of the following mitigation measures found in the California DOJ Warehouse Project Best Practices document.[29]

- Requiring off-road construction equipment to be hybrid electric-diesel or zero emission, where available, and all diesel-fueled off-road construction equipment to be equipped with CARB Tier IV-compliant engines or better, and including this requirement in applicable bid documents, purchase orders, and contracts, with successful contractors demonstrating the ability to supply the compliant construction equipment for use prior to any ground-disturbing and construction activities.
- Prohibiting off-road diesel-powered equipment from being in the "on" position for more than 10 hours per day.
- Using electric-powered hand tools, forklifts, and pressure washers, and providing electrical hook ups to the power grid rather than use of diesel-fueled generators to supply their power.
- Designating an area in the construction site where electric-powered construction vehicles and equipment can charge.
- Limiting the amount of daily grading disturbance area.
- Prohibiting grading on days with an Air Quality Index forecast of greater than 100 for particulates or ozone for the project area.

[29] "Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act." State of California Department of Justice, September 2022, *available at*: https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf, p. 8 – 10.

- Forbidding idling of heavy equipment for more than three minutes.
- Keeping onsite and furnishing to the lead agency or other regulators upon request, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications.
- Conducting an on-site inspection to verify compliance with construction mitigation and to identify other opportunities to further reduce construction impacts.
- Using paints, architectural coatings, and industrial maintenance coatings that have volatile organic compound levels of less than 10 g/L.
- Providing information on transit and ridesharing programs and services to construction employees.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations for construction employees.
- Requiring all heavy-duty vehicles engaged in drayage to or from the project site to be zero-emission beginning in 2030.
- Requiring all on-site motorized operational equipment, such as forklifts and yard trucks, to be zero-emission with the necessary charging or fueling stations provided.
- Requiring tenants to use zero-emission light- and medium-duty vehicles as part of business operations.
- Forbidding trucks from idling for more than three minutes and requiring operators to turn off engines when not in use.
- Posting both interior- and exterior-facing signs, including signs directed at all dock and delivery areas, identifying idling restrictions and contact information to report violations to CARB, the local air district, and the building manager.
- Installing solar photovoltaic systems on the project site of a specified electrical generation capacity that is equal to or greater than the building's projected energy needs, including all electrical chargers.
- Designing all project building roofs to accommodate the maximum future coverage of solar panels and installing the maximum solar power generation capacity feasible.
- Constructing zero-emission truck charging/fueling stations proportional to the number of dock doors at the project.
- Running conduit to designated locations for future electric truck charging stations.
- Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide refrigerated warehouse space, constructing electric plugs for electric transport refrigeration units at every dock door and requiring truck operators with transport refrigeration units to use the electric plugs when at loading docks.
- Oversizing electrical rooms by 25 percent or providing a secondary electrical room to accommodate future expansion of electric vehicle charging capability.
- Constructing and maintaining electric light-duty vehicle charging stations proportional to the number of employee parking spaces (for example, requiring at least 10% of all employee parking

spaces to be equipped with electric vehicle charging stations of at least Level 2 charging performance)

- Running conduit to an additional proportion of employee parking spaces for a future increase in the number of electric light-duty charging stations.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, air filtration systems at sensitive receptors within a certain radius of facility for the life of the project.
- Installing and maintaining, at the manufacturer's recommended maintenance intervals, an air monitoring station proximate to sensitive receptors and the facility for the life of the project, and making the resulting data publicly available in real time. While air monitoring does not mitigate the air quality or greenhouse gas impacts of a facility, it nonetheless benefits the affected community by providing information that can be used to improve air quality or avoid exposure to unhealthy air.
- Requiring all stand-by emergency generators to be powered by a non-diesel fuel.
- Requiring facility operators to train managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
- Requiring operators to establish and promote a rideshare program that discourages single-occupancy vehicle trips and provides financial incentives for alternate modes of transportation, including carpooling, public transit, and biking.
- Meeting CalGreen Tier 2 green building standards, including all provisions related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking.
- Designing to LEED green building certification standards.
- Providing meal options onsite or shuttles between the facility and nearby meal destinations.
- Posting signs at every truck exit driveway providing directional information to the truck route.
- Improving and maintaining vegetation and tree canopy for residents in and around the project area.
- Requiring that every tenant train its staff in charge of keeping vehicle records in diesel technologies and compliance with CARB regulations, by attending CARB-approved courses. Also require facility operators to maintain records on-site demonstrating compliance and make records available for inspection by the local jurisdiction, air district, and state upon request.
- Requiring tenants to enroll in the United States Environmental Protection Agency's SmartWay program, and requiring tenants who own, operate, or hire trucking carriers with more than 100 trucks to use carriers that are SmartWay carriers.
- Providing tenants with information on incentive programs, such as the Carl Moyer Program and Voucher Incentive Program, to upgrade their fleets.

These measures offer a cost-effective, feasible way to incorporate lower-emitting design features into the proposed Project, which subsequently, reduce emissions released during Project construction and operation.

A full CEQA analysis should be prepared to include all feasible mitigation measures, as well as include updated air quality, health risk, and GHG analyses to ensure that the necessary mitigation measures are

implemented to reduce emissions to the maximum extent feasible. The full CEQA analysis should also demonstrate a commitment to the implementation of these measures prior to Project approval, to ensure that the Project's potentially significant emissions are reduced to the maximum extent possible.

Disclaimer

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,



Matt Hagemann, P.G., C.Hg.



Paul E. Rosenfeld, Ph.D.

Attachment A: SWAPE's CalEEMod Output Files
Attachment B: Matt Hagemann CV
Attachment C: Paul Rosenfeld CV

Attachment A

15517 - 1101 California - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

15517 - 1101 California

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Industrial Park	71.50	1000sqft	1.64	71,522.00	0
Unrefrigerated Warehouse-No Rail	286.00	1000sqft	6.57	286,088.00	0
User Defined Industrial	358.00	User Defined Unit	0.00	0.00	0
Other Asphalt Surfaces	6.83	Acre	6.83	0.00	0
Parking Lot	401.00	Space	3.61	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2026
Utility Company	Los Angeles Department of Water & Power				
CO2 Intensity (lb/MWhr)	691.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Consistent with Checklist's model.

Land Use - See comment on: "Failure to Consider Potential Cold Storage Requirements".

Construction Phase - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

15517 - 1101 California - Los Angeles-South Coast County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Off-road Equipment - Consistent with Checklist's model.

Trips and VMT - Consistent with Checklist's model.

Demolition - Consistent with Checklist's model.

Grading - Consistent with Checklist's model.

Architectural Coating - See comment on: "Unsubstantiated Changes to Architectural Coatings Emission Factors".

Vehicle Trips - See comment on: "Underestimated Number of Saturday and Sunday Vehicle Trips".

Water And Wastewater - Consistent with Checklist's model.

Fleet Mix - See comment on: "Unsubstantiated Changes to Operational Fleet Mix Values".

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	30.00
tblConstructionPhase	NumDays	300.00	159.00
tblConstructionPhase	NumDays	20.00	30.00
tblGrading	AcresOfGrading	120.00	72.00
tblGrading	MaterialImported	0.00	47,054.00
tblLandUse	LandUseSquareFeet	71,500.00	71,522.00
tblLandUse	LandUseSquareFeet	286,000.00	286,088.00
tblLandUse	LandUseSquareFeet	297,514.80	0.00
tblLandUse	LandUseSquareFeet	160,400.00	0.00
tblOffRoadEquipment	HorsePower	212.00	97.00
tblOffRoadEquipment	HorsePower	212.00	97.00
tblOffRoadEquipment	LoadFactor	0.43	0.37
tblOffRoadEquipment	LoadFactor	0.43	0.37
tblTripsAndVMT	HaulingTripNumber	273.00	34.60
tblTripsAndVMT	HaulingTripNumber	4,652.00	196.00
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripNumber	0.00	5.00
tblTripsAndVMT	VendorTripNumber	0.00	3.00
tblTripsAndVMT	VendorTripNumber	0.00	8.00
tblTripsAndVMT	VendorTripNumber	59.00	43.00
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	185.00
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblVehicleTrips	ST_TR	2.54	0.05
tblVehicleTrips	ST_TR	1.74	4.10
tblVehicleTrips	SU_TR	1.24	0.05
tblVehicleTrips	SU_TR	1.74	4.10
tblVehicleTrips	WD_TR	3.37	0.05
tblVehicleTrips	WD_TR	1.74	4.10
tblWater	OutdoorWaterUseRate	0.00	1,405,013.00

2.0 Emissions Summary

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2024	0.1710	1.5092	1.5876	3.7800e-003	0.3782	0.0663	0.4444	0.1398	0.0615	0.2014	0.0000	338.8581	338.8581	0.0645	9.1400e-003	343.1940
2025	1.7726	0.8067	1.2358	2.8500e-003	0.1167	0.0311	0.1478	0.0314	0.0292	0.0605	0.0000	255.9998	255.9998	0.0368	8.5000e-003	259.4547
Maximum	**1.7726**	**1.5092**	**1.5876**	**3.7800e-003**	**0.3782**	**0.0663**	**0.4444**	**0.1398**	**0.0615**	**0.2014**	**0.0000**	**338.8581**	**338.8581**	**0.0645**	**9.1400e-003**	**343.1940**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2024	0.1710	1.5092	1.5876	3.7800e-003	0.3782	0.0663	0.4444	0.1398	0.0615	0.2014	0.0000	338.8578	338.8578	0.0645	9.1400e-003	343.1937
2025	1.7726	0.8067	1.2358	2.8500e-003	0.1167	0.0311	0.1478	0.0314	0.0292	0.0605	0.0000	255.9997	255.9997	0.0368	8.5000e-003	259.4545
Maximum	**1.7726**	**1.5092**	**1.5876**	**3.7800e-003**	**0.3782**	**0.0663**	**0.4444**	**0.1398**	**0.0615**	**0.2014**	**0.0000**	**338.8578**	**338.8578**	**0.0645**	**9.1400e-003**	**343.1937**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	**7-1-2024**	**9-30-2024**	1.0020	1.0020
2	**10-1-2024**	**12-31-2024**	0.5996	0.5996
3	**1-1-2025**	**3-31-2025**	1.0303	1.0303
4	**4-1-2025**	**6-30-2025**	1.5431	1.5431
		Highest	1.5431	1.5431

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.4593	1.3000e-004	0.0143	0.0000		5.0000e-005	5.0000e-005		5.0000e-005	5.0000e-005	0.0000	0.0279	0.0279	7.0000e-005	0.0000	0.0297
Energy	5.3000e-003	0.0482	0.0405	2.9000e-004		3.6600e-003	3.6600e-003		3.6600e-003	3.6600e-003	0.0000	677.0134	677.0134	0.0308	4.5700e-003	679.1457
Mobile	0.6764	0.7853	7.3107	0.0168	1.8937	0.0119	1.9057	0.5053	0.0111	0.5164	0.0000	1,550.5056	1,550.5056	0.1021	0.0647	1,572.3295
Waste						0.0000	0.0000		0.0000	0.0000	72.5693	0.0000	72.5693	4.2887	0.0000	179.7873
Water						0.0000	0.0000		0.0000	0.0000	26.2280	342.7787	369.0067	2.7102	0.0656	456.3076
Total	**2.1410**	**0.8336**	**7.3655**	**0.0170**	**1.8937**	**0.0157**	**1.9094**	**0.5053**	**0.0148**	**0.5201**	**98.7972**	**2,570.3255**	**2,669.1228**	**7.1319**	**0.1348**	**2,887.5998**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.4593	1.3000e-004	0.0143	0.0000		5.0000e-005	5.0000e-005		5.0000e-005	5.0000e-005	0.0000	0.0279	0.0279	7.0000e-005	0.0000	0.0297
Energy	5.3000e-003	0.0482	0.0405	2.9000e-004		3.6600e-003	3.6600e-003		3.6600e-003	3.6600e-003	0.0000	677.0134	677.0134	0.0308	4.5700e-003	679.1457
Mobile	0.6764	0.7853	7.3107	0.0168	1.8937	0.0119	1.9057	0.5053	0.0111	0.5164	0.0000	1,550.5056	1,550.5056	0.1021	0.0647	1,572.3295
Waste						0.0000	0.0000		0.0000	0.0000	72.5693	0.0000	72.5693	4.2887	0.0000	179.7873
Water						0.0000	0.0000		0.0000	0.0000	26.2280	342.7787	369.0067	2.7102	0.0656	456.3076
Total	**2.1410**	**0.8336**	**7.3655**	**0.0170**	**1.8937**	**0.0157**	**1.9094**	**0.5053**	**0.0148**	**0.5201**	**98.7972**	**2,570.3255**	**2,669.1228**	**7.1319**	**0.1348**	**2,887.5998**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	7/1/2024	7/26/2024	5	20	
2	Site Preparation	Site Preparation	7/29/2024	8/9/2024	5	10	
3	Grading	Grading	8/12/2024	9/20/2024	5	30	

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

4	Building Construction	Building Construction	9/23/2024	5/1/2025	5	159	
5	Paving	Paving	3/21/2025	5/1/2025	5	30	
6	Architectural Coating	Architectural Coating	3/21/2025	5/1/2025	5	30	

Acres of Grading (Site Preparation Phase): 35

Acres of Grading (Grading Phase): 72

Acres of Paving: 10.44

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 536,415; Non-Residential Outdoor: 178,805; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Crawler Tractors	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Grading	Crawler Tractors	2	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	5.00	34.60	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	3.00	0.00	185.00	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	8.00	196.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	150.00	43.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	30.00	0.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0296	0.0000	0.0296	4.4800e-003	0.0000	4.4800e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0224	0.2088	0.1971	3.9000e-004		9.6000e-003	9.6000e-003		8.9200e-003	8.9200e-003	0.0000	33.9961	33.9961	9.5100e-003	0.0000	34.2338
Total	**0.0224**	**0.2088**	**0.1971**	**3.9000e-004**	**0.0296**	**9.6000e-003**	**0.0392**	**4.4800e-003**	**8.9200e-003**	**0.0134**	**0.0000**	**33.9961**	**33.9961**	**9.5100e-003**	**0.0000**	**34.2338**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Demolition - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	4.0000e-005	2.4100e-003	6.2000e-004	1.0000e-005	3.0000e-004	1.0000e-005	3.1000e-004	8.0000e-005	1.0000e-005	1.0000e-004	0.0000	1.0063	1.0063	6.0000e-005	1.6000e-004	1.0553
Vendor	7.0000e-005	2.7100e-003	8.7000e-004	1.0000e-005	4.7000e-004	1.0000e-005	4.8000e-004	1.3000e-004	1.0000e-005	1.5000e-004	0.0000	1.2894	1.2894	4.0000e-005	1.9000e-004	1.3457
Worker	5.2000e-004	4.1000e-004	5.7900e-003	2.0000e-005	2.0700e-003	1.0000e-005	2.0800e-003	5.5000e-004	1.0000e-005	5.6000e-004	0.0000	1.5935	1.5935	4.0000e-005	4.0000e-005	1.6057
Total	**6.3000e-004**	**5.5300e-003**	**7.2800e-003**	**4.0000e-005**	**2.8400e-003**	**3.0000e-005**	**2.8700e-003**	**7.6000e-004**	**3.0000e-005**	**8.1000e-004**	**0.0000**	**3.8892**	**3.8892**	**1.4000e-004**	**3.9000e-004**	**4.0067**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0296	0.0000	0.0296	4.4800e-003	0.0000	4.4800e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0224	0.2088	0.1971	3.9000e-004		9.6000e-003	9.6000e-003		8.9200e-003	8.9200e-003	0.0000	33.9960	33.9960	9.5100e-003	0.0000	34.2338
Total	**0.0224**	**0.2088**	**0.1971**	**3.9000e-004**	**0.0296**	**9.6000e-003**	**0.0392**	**4.4800e-003**	**8.9200e-003**	**0.0134**	**0.0000**	**33.9960**	**33.9960**	**9.5100e-003**	**0.0000**	**34.2338**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Demolition - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	4.0000e-005	2.4100e-003	6.2000e-004	1.0000e-005	3.0000e-004	1.0000e-005	3.1000e-004	8.0000e-005	1.0000e-005	1.0000e-004	0.0000	1.0063	1.0063	6.0000e-005	1.6000e-004	1.0553
Vendor	7.0000e-005	2.7100e-003	8.7000e-004	1.0000e-005	4.7000e-004	1.0000e-005	4.8000e-004	1.3000e-004	1.0000e-005	1.5000e-004	0.0000	1.2894	1.2894	4.0000e-005	1.9000e-004	1.3457
Worker	5.2000e-004	4.1000e-004	5.7900e-003	2.0000e-005	2.0700e-003	1.0000e-005	2.0800e-003	5.5000e-004	1.0000e-005	5.6000e-004	0.0000	1.5935	1.5935	4.0000e-005	4.0000e-005	1.6057
Total	**6.3000e-004**	**5.5300e-003**	**7.2800e-003**	**4.0000e-005**	**2.8400e-003**	**3.0000e-005**	**2.8700e-003**	**7.6000e-004**	**3.0000e-005**	**8.1000e-004**	**0.0000**	**3.8892**	**3.8892**	**1.4000e-004**	**3.9000e-004**	**4.0067**

3.3 Site Preparation - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1089	0.0000	0.1089	0.0517	0.0000	0.0517	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0169	0.1627	0.0957	1.9000e-004		9.0600e-003	9.0600e-003		8.3400e-003	8.3400e-003	0.0000	16.7228	16.7228	5.4100e-003	0.0000	16.8580
Total	**0.0169**	**0.1627**	**0.0957**	**1.9000e-004**	**0.1089**	**9.0600e-003**	**0.1180**	**0.0517**	**8.3400e-003**	**0.0600**	**0.0000**	**16.7228**	**16.7228**	**5.4100e-003**	**0.0000**	**16.8580**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.0000e-005	8.1000e-004	2.6000e-004	0.0000	1.4000e-004	0.0000	1.4000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.3868	0.3868	1.0000e-005	6.0000e-005	0.4037
Worker	2.2500e-003	2.0900e-003	0.0308	1.0000e-004	0.0124	7.0000e-005	0.0125	3.2900e-003	6.0000e-005	3.3600e-003	0.0000	9.4250	9.4250	1.3000e-004	1.9000e-004	9.4837
Total	**2.2700e-003**	**2.9000e-003**	**0.0311**	**1.0000e-004**	**0.0125**	**7.0000e-005**	**0.0126**	**3.3300e-003**	**6.0000e-005**	**3.4000e-003**	**0.0000**	**9.8118**	**9.8118**	**1.4000e-004**	**2.5000e-004**	**9.8874**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1089	0.0000	0.1089	0.0517	0.0000	0.0517	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0169	0.1627	0.0957	1.9000e-004		9.0600e-003	9.0600e-003		8.3400e-003	8.3400e-003	0.0000	16.7228	16.7228	5.4100e-003	0.0000	16.8580
Total	**0.0169**	**0.1627**	**0.0957**	**1.9000e-004**	**0.1089**	**9.0600e-003**	**0.1180**	**0.0517**	**8.3400e-003**	**0.0600**	**0.0000**	**16.7228**	**16.7228**	**5.4100e-003**	**0.0000**	**16.8580**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.0000e-005	8.1000e-004	2.6000e-004	0.0000	1.4000e-004	0.0000	1.4000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.3868	0.3868	1.0000e-005	6.0000e-005	0.4037
Worker	2.2500e-003	2.0900e-003	0.0308	1.0000e-004	0.0124	7.0000e-005	0.0125	3.2900e-003	6.0000e-005	3.3600e-003	0.0000	9.4250	9.4250	1.3000e-004	1.9000e-004	9.4837
Total	**2.2700e-003**	**2.9000e-003**	**0.0311**	**1.0000e-004**	**0.0125**	**7.0000e-005**	**0.0126**	**3.3300e-003**	**6.0000e-005**	**3.4000e-003**	**0.0000**	**9.8118**	**9.8118**	**1.4000e-004**	**2.5000e-004**	**9.8874**

3.4 Grading - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1285	0.0000	0.1285	0.0538	0.0000	0.0538	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0537	0.5259	0.4219	9.3000e-004		0.0244	0.0244		0.0225	0.0225	0.0000	81.7707	81.7707	0.0265	0.0000	82.4319
Total	**0.0537**	**0.5259**	**0.4219**	**9.3000e-004**	**0.1285**	**0.0244**	**0.1529**	**0.0538**	**0.0225**	**0.0762**	**0.0000**	**81.7707**	**81.7707**	**0.0265**	**0.0000**	**82.4319**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.1000e-004	0.0135	3.4900e-003	6.0000e-005	1.6900e-003	8.0000e-005	1.7700e-003	4.6000e-004	8.0000e-005	5.4000e-004	0.0000	5.6351	5.6351	3.2000e-004	9.0000e-004	5.9098
Vendor	1.6000e-004	6.5000e-003	2.0800e-003	3.0000e-005	1.1200e-003	3.0000e-005	1.1500e-003	3.2000e-004	3.0000e-005	3.5000e-004	0.0000	3.0945	3.0945	1.1000e-004	4.4000e-004	3.2296
Worker	1.0400e-003	8.1000e-004	0.0116	3.0000e-005	4.1400e-003	2.0000e-005	4.1600e-003	1.1000e-003	2.0000e-005	1.1200e-003	0.0000	3.1870	3.1870	7.0000e-005	8.0000e-005	3.2114
Total	**1.4100e-003**	**0.0208**	**0.0172**	**1.2000e-004**	**6.9500e-003**	**1.3000e-004**	**7.0800e-003**	**1.8800e-003**	**1.3000e-004**	**2.0100e-003**	**0.0000**	**11.9166**	**11.9166**	**5.0000e-004**	**1.4200e-003**	**12.3508**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1285	0.0000	0.1285	0.0538	0.0000	0.0538	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0537	0.5259	0.4219	9.3000e-004		0.0244	0.0244		0.0225	0.0225	0.0000	81.7706	81.7706	0.0265	0.0000	82.4318
Total	**0.0537**	**0.5259**	**0.4219**	**9.3000e-004**	**0.1285**	**0.0244**	**0.1529**	**0.0538**	**0.0225**	**0.0762**	**0.0000**	**81.7706**	**81.7706**	**0.0265**	**0.0000**	**82.4318**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.1000e-004	0.0135	3.4900e-003	6.0000e-005	1.6900e-003	8.0000e-005	1.7700e-003	4.6000e-004	8.0000e-005	5.4000e-004	0.0000	5.6351	5.6351	3.2000e-004	9.0000e-004	5.9098
Vendor	1.6000e-004	6.5000e-003	2.0800e-003	3.0000e-005	1.1200e-003	3.0000e-005	1.1500e-003	3.2000e-004	3.0000e-005	3.5000e-004	0.0000	3.0945	3.0945	1.1000e-004	4.4000e-004	3.2296
Worker	1.0400e-003	8.1000e-004	0.0116	3.0000e-005	4.1400e-003	2.0000e-005	4.1600e-003	1.1000e-003	2.0000e-005	1.1200e-003	0.0000	3.1870	3.1870	7.0000e-005	8.0000e-005	3.2114
Total	**1.4100e-003**	**0.0208**	**0.0172**	**1.2000e-004**	**6.9500e-003**	**1.3000e-004**	**7.0800e-003**	**1.8800e-003**	**1.3000e-004**	**2.0100e-003**	**0.0000**	**11.9166**	**11.9166**	**5.0000e-004**	**1.4200e-003**	**12.3508**

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0530	0.4840	0.5820	9.7000e-004		0.0221	0.0221		0.0208	0.0208	0.0000	83.4657	83.4657	0.0197	0.0000	83.9591
Total	**0.0530**	**0.4840**	**0.5820**	**9.7000e-004**		**0.0221**	**0.0221**		**0.0208**	**0.0208**	**0.0000**	**83.4657**	**83.4657**	**0.0197**	**0.0000**	**83.9591**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.0400e-003	0.0839	0.0268	4.1000e-004	0.0144	4.4000e-004	0.0148	4.1600e-003	4.2000e-004	4.5800e-003	0.0000	39.9189	39.9189	1.3600e-003	5.7300e-003	41.6616
Worker	0.0186	0.0147	0.2085	6.3000e-004	0.0745	4.3000e-004	0.0749	0.0198	4.0000e-004	0.0202	0.0000	57.3664	57.3664	1.2900e-003	1.3600e-003	57.8047
Total	**0.0207**	**0.0985**	**0.2354**	**1.0400e-003**	**0.0889**	**8.7000e-004**	**0.0897**	**0.0239**	**8.2000e-004**	**0.0248**	**0.0000**	**97.2853**	**97.2853**	**2.6500e-003**	**7.0900e-003**	**99.4663**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0530	0.4840	0.5820	9.7000e-004		0.0221	0.0221		0.0208	0.0208	0.0000	83.4656	83.4656	0.0197	0.0000	83.9590
Total	**0.0530**	**0.4840**	**0.5820**	**9.7000e-004**		**0.0221**	**0.0221**		**0.0208**	**0.0208**	**0.0000**	**83.4656**	**83.4656**	**0.0197**	**0.0000**	**83.9590**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.0400e-003	0.0839	0.0268	4.1000e-004	0.0144	4.4000e-004	0.0148	4.1600e-003	4.2000e-004	4.5800e-003	0.0000	39.9189	39.9189	1.3600e-003	5.7300e-003	41.6616
Worker	0.0186	0.0147	0.2085	6.3000e-004	0.0745	4.3000e-004	0.0749	0.0198	4.0000e-004	0.0202	0.0000	57.3664	57.3664	1.2900e-003	1.3600e-003	57.8047
Total	**0.0207**	**0.0985**	**0.2354**	**1.0400e-003**	**0.0889**	**8.7000e-004**	**0.0897**	**0.0239**	**8.2000e-004**	**0.0248**	**0.0000**	**97.2853**	**97.2853**	**2.6500e-003**	**7.0900e-003**	**99.4663**

3.5 Building Construction - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0595	0.5424	0.6997	1.1700e-003		0.0230	0.0230		0.0216	0.0216	0.0000	100.8850	100.8850	0.0237	0.0000	101.4778
Total	**0.0595**	**0.5424**	**0.6997**	**1.1700e-003**		**0.0230**	**0.0230**		**0.0216**	**0.0216**	**0.0000**	**100.8850**	**100.8850**	**0.0237**	**0.0000**	**101.4778**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2025

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.3800e-003	0.1009	0.0318	4.8000e-004	0.0174	5.3000e-004	0.0179	5.0200e-003	5.1000e-004	5.5300e-003	0.0000	47.3667	47.3667	1.6500e-003	6.8100e-003	49.4369
Worker	0.0211	0.0159	0.2343	7.3000e-004	0.0900	5.0000e-004	0.0905	0.0239	4.6000e-004	0.0244	0.0000	66.9622	66.9622	1.4000e-003	1.5400e-003	67.4550
Total	**0.0235**	**0.1168**	**0.2660**	**1.2100e-003**	**0.1074**	**1.0300e-003**	**0.1084**	**0.0289**	**9.7000e-004**	**0.0299**	**0.0000**	**114.3290**	**114.3290**	**3.0500e-003**	**8.3500e-003**	**116.8920**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0595	0.5424	0.6997	1.1700e-003		0.0230	0.0230		0.0216	0.0216	0.0000	100.8848	100.8848	0.0237	0.0000	101.4777
Total	**0.0595**	**0.5424**	**0.6997**	**1.1700e-003**		**0.0230**	**0.0230**		**0.0216**	**0.0216**	**0.0000**	**100.8848**	**100.8848**	**0.0237**	**0.0000**	**101.4777**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2025

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	2.3800e-003	0.1009	0.0318	4.8000e-004	0.0174	5.3000e-004	0.0179	5.0200e-003	5.1000e-004	5.5300e-003	0.0000	47.3667	47.3667	1.6500e-003	6.8100e-003	49.4369
Worker	0.0211	0.0159	0.2343	7.3000e-004	0.0900	5.0000e-004	0.0905	0.0239	4.6000e-004	0.0244	0.0000	66.9622	66.9622	1.4000e-003	1.5400e-003	67.4550
Total	**0.0235**	**0.1168**	**0.2660**	**1.2100e-003**	**0.1074**	**1.0300e-003**	**0.1084**	**0.0289**	**9.7000e-004**	**0.0299**	**0.0000**	**114.3290**	**114.3290**	**3.0500e-003**	**8.3500e-003**	**116.8920**

3.6 Paving - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0137	0.1287	0.2187	3.4000e-004		6.2800e-003	6.2800e-003		5.7800e-003	5.7800e-003	0.0000	30.0289	30.0289	9.7100e-003	0.0000	30.2717
Paving	0.0137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0274**	**0.1287**	**0.2187**	**3.4000e-004**		**6.2800e-003**	**6.2800e-003**		**5.7800e-003**	**5.7800e-003**	**0.0000**	**30.0289**	**30.0289**	**9.7100e-003**	**0.0000**	**30.2717**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2025

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.3000e-004	5.5000e-004	8.0800e-003	3.0000e-005	3.1000e-003	2.0000e-005	3.1200e-003	8.2000e-004	2.0000e-005	8.4000e-004	0.0000	2.3090	2.3090	5.0000e-005	5.0000e-005	2.3260
Total	**7.3000e-004**	**5.5000e-004**	**8.0800e-003**	**3.0000e-005**	**3.1000e-003**	**2.0000e-005**	**3.1200e-003**	**8.2000e-004**	**2.0000e-005**	**8.4000e-004**	**0.0000**	**2.3090**	**2.3090**	**5.0000e-005**	**5.0000e-005**	**2.3260**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0137	0.1287	0.2187	3.4000e-004		6.2800e-003	6.2800e-003		5.7800e-003	5.7800e-003	0.0000	30.0289	30.0289	9.7100e-003	0.0000	30.2717
Paving	0.0137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0274**	**0.1287**	**0.2187**	**3.4000e-004**		**6.2800e-003**	**6.2800e-003**		**5.7800e-003**	**5.7800e-003**	**0.0000**	**30.0289**	**30.0289**	**9.7100e-003**	**0.0000**	**30.2717**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2025

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.3000e-004	5.5000e-004	8.0800e-003	3.0000e-005	3.1000e-003	2.0000e-005	3.1200e-003	8.2000e-004	2.0000e-005	8.4000e-004	0.0000	2.3090	2.3090	5.0000e-005	5.0000e-005	2.3260
Total	**7.3000e-004**	**5.5000e-004**	**8.0800e-003**	**3.0000e-005**	**3.1000e-003**	**2.0000e-005**	**3.1200e-003**	**8.2000e-004**	**2.0000e-005**	**8.4000e-004**	**0.0000**	**2.3090**	**2.3090**	**5.0000e-005**	**5.0000e-005**	**2.3260**

3.7 Architectural Coating - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	1.6575					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.5600e-003	0.0172	0.0271	4.0000e-005		7.7000e-004	7.7000e-004		7.7000e-004	7.7000e-004	0.0000	3.8299	3.8299	2.1000e-004	0.0000	3.8351
Total	**1.6601**	**0.0172**	**0.0271**	**4.0000e-005**		**7.7000e-004**	**7.7000e-004**		**7.7000e-004**	**7.7000e-004**	**0.0000**	**3.8299**	**3.8299**	**2.1000e-004**	**0.0000**	**3.8351**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.7 Architectural Coating - 2025

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4500e-003	1.1000e-003	0.0162	5.0000e-005	6.2000e-003	3.0000e-005	6.2400e-003	1.6500e-003	3.0000e-005	1.6800e-003	0.0000	4.6181	4.6181	1.0000e-004	1.1000e-004	4.6521
Total	**1.4500e-003**	**1.1000e-003**	**0.0162**	**5.0000e-005**	**6.2000e-003**	**3.0000e-005**	**6.2400e-003**	**1.6500e-003**	**3.0000e-005**	**1.6800e-003**	**0.0000**	**4.6181**	**4.6181**	**1.0000e-004**	**1.1000e-004**	**4.6521**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	1.6575					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.5600e-003	0.0172	0.0271	4.0000e-005		7.7000e-004	7.7000e-004		7.7000e-004	7.7000e-004	0.0000	3.8299	3.8299	2.1000e-004	0.0000	3.8351
Total	**1.6601**	**0.0172**	**0.0271**	**4.0000e-005**		**7.7000e-004**	**7.7000e-004**		**7.7000e-004**	**7.7000e-004**	**0.0000**	**3.8299**	**3.8299**	**2.1000e-004**	**0.0000**	**3.8351**

3.7 Architectural Coating - 2025

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.4500e-003	1.1000e-003	0.0162	5.0000e-005	6.2000e-003	3.0000e-005	6.2400e-003	1.6500e-003	3.0000e-005	1.6800e-003	0.0000	4.6181	4.6181	1.0000e-004	1.1000e-004	4.6521
Total	**1.4500e-003**	**1.1000e-003**	**0.0162**	**5.0000e-005**	**6.2000e-003**	**3.0000e-005**	**6.2400e-003**	**1.6500e-003**	**3.0000e-005**	**1.6800e-003**	**0.0000**	**4.6181**	**4.6181**	**1.0000e-004**	**1.1000e-004**	**4.6521**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.6764	0.7853	7.3107	0.0168	1.8937	0.0119	1.9057	0.5053	0.0111	0.5164	0.0000	1,550.5056	1,550.5056	0.1021	0.0647	1,572.3295
Unmitigated	0.6764	0.7853	7.3107	0.0168	1.8937	0.0119	1.9057	0.5053	0.0111	0.5164	0.0000	1,550.5056	1,550.5056	0.1021	0.0647	1,572.3295

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Industrial Park	3.58	3.58	3.58	14,217	14,217
Other Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	1,172.60	1,172.60	1172.60	5,025,432	5,025,432
User Defined Industrial	0.00	0.00	0.00		
Total	1,176.18	1,176.18	1,176.18	5,039,649	5,039,649

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Industrial Park	16.60	8.40	6.90	59.00	28.00	13.00	79	19	2
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No	16.60	8.40	6.90	59.00	0.00	41.00	92	5	3
User Defined Industrial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Industrial Park	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Other Asphalt Surfaces	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Parking Lot	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Unrefrigerated Warehouse-No Rail	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
User Defined Industrial	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	624.5340	624.5340	0.0298	3.6100e-003	626.3544
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	624.5340	624.5340	0.0298	3.6100e-003	626.3544
NaturalGas Mitigated	5.3000e-003	0.0482	0.0405	2.9000e-004		3.6600e-003	3.6600e-003		3.6600e-003	3.6600e-003	0.0000	52.4794	52.4794	1.0100e-003	9.6000e-004	52.7913
NaturalGas Unmitigated	5.3000e-003	0.0482	0.0405	2.9000e-004		3.6600e-003	3.6600e-003		3.6600e-003	3.6600e-003	0.0000	52.4794	52.4794	1.0100e-003	9.6000e-004	52.7913

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Industrial Park	737392	3.9800e-003	0.0362	0.0304	2.2000e-004		2.7500e-003	2.7500e-003		2.7500e-003	2.7500e-003	0.0000	39.3500	39.3500	7.5000e-004	7.2000e-004	39.5839
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	246036	1.3300e-003	0.0121	0.0101	7.0000e-005		9.2000e-004	9.2000e-004		9.2000e-004	9.2000e-004	0.0000	13.1294	13.1294	2.5000e-004	2.4000e-004	13.2074
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**5.3100e-003**	**0.0482**	**0.0405**	**2.9000e-004**		**3.6700e-003**	**3.6700e-003**		**3.6700e-003**	**3.6700e-003**	**0.0000**	**52.4794**	**52.4794**	**1.0000e-003**	**9.6000e-004**	**52.7913**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Industrial Park	737392	3.9800e-003	0.0362	0.0304	2.2000e-004		2.7500e-003	2.7500e-003		2.7500e-003	2.7500e-003	0.0000	39.3500	39.3500	7.5000e-004	7.2000e-004	39.5839
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	246036	1.3300e-003	0.0121	0.0101	7.0000e-005		9.2000e-004	9.2000e-004		9.2000e-004	9.2000e-004	0.0000	13.1294	13.1294	2.5000e-004	2.4000e-004	13.2074
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**5.3100e-003**	**0.0482**	**0.0405**	**2.9000e-004**		**3.6700e-003**	**3.6700e-003**		**3.6700e-003**	**3.6700e-003**	**0.0000**	**52.4794**	**52.4794**	**1.0000e-003**	**9.6000e-004**	**52.7913**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Industrial Park	894025	280.6138	0.0134	1.6200e-003	281.4317
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	1.09572e+006	343.9202	0.0164	1.9900e-003	344.9227
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		**624.5340**	**0.0298**	**3.6100e-003**	**626.3544**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Industrial Park	894025	280.6138	0.0134	1.6200e-003	281.4317
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	1.09572e+006	343.9202	0.0164	1.9900e-003	344.9227
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		**624.5340**	**0.0298**	**3.6100e-003**	**626.3544**

6.0 Area Detail

6.1 Mitigation Measures Area

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.4593	1.3000e-004	0.0143	0.0000		5.0000e-005	5.0000e-005		5.0000e-005	5.0000e-005	0.0000	0.0279	0.0279	7.0000e-005	0.0000	0.0297
Unmitigated	1.4593	1.3000e-004	0.0143	0.0000		5.0000e-005	5.0000e-005		5.0000e-005	5.0000e-005	0.0000	0.0279	0.0279	7.0000e-005	0.0000	0.0297

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.1658					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.2922					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.3200e-003	1.3000e-004	0.0143	0.0000		5.0000e-005	5.0000e-005		5.0000e-005	5.0000e-005	0.0000	0.0279	0.0279	7.0000e-005	0.0000	0.0297
Total	**1.4593**	**1.3000e-004**	**0.0143**	**0.0000**		**5.0000e-005**	**5.0000e-005**		**5.0000e-005**	**5.0000e-005**	**0.0000**	**0.0279**	**0.0279**	**7.0000e-005**	**0.0000**	**0.0297**

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6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.1658					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.2922					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	1.3200e-003	1.3000e-004	0.0143	0.0000		5.0000e-005	5.0000e-005		5.0000e-005	5.0000e-005	0.0000	0.0279	0.0279	7.0000e-005	0.0000	0.0297
Total	**1.4593**	**1.3000e-004**	**0.0143**	**0.0000**		**5.0000e-005**	**5.0000e-005**		**5.0000e-005**	**5.0000e-005**	**0.0000**	**0.0279**	**0.0279**	**7.0000e-005**	**0.0000**	**0.0297**

7.0 Water Detail

7.1 Mitigation Measures Water

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	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	369.0067	2.7102	0.0656	456.3076
Unmitigated	369.0067	2.7102	0.0656	456.3076

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Industrial Park	16.5344 / 0	72.8214	0.5420	0.0131	90.2788
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	66.1375 / 1.40501	296.1852	2.1682	0.0525	366.0288
User Defined Industrial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**369.0067**	**2.7102**	**0.0656**	**456.3076**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Industrial Park	16.5344 / 0	72.8214	0.5420	0.0131	90.2788
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	66.1375 / 1.40501	296.1852	2.1682	0.0525	366.0288
User Defined Industrial	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**369.0067**	**2.7102**	**0.0656**	**456.3076**

8.0 Waste Detail

8.1 Mitigation Measures Waste

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	72.5693	4.2887	0.0000	179.7873
Unmitigated	72.5693	4.2887	0.0000	179.7873

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Industrial Park	88.66	17.9972	1.0636	0.0000	44.5873
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	268.84	54.5721	3.2251	0.0000	135.2000
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		**72.5693**	**4.2887**	**0.0000**	**179.7873**

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8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Industrial Park	88.66	17.9972	1.0636	0.0000	44.5873
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	268.84	54.5721	3.2251	0.0000	135.2000
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000
Total		**72.5693**	**4.2887**	**0.0000**	**179.7873**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

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User Defined Equipment

Equipment Type	Number

11.0 Vegetation

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

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1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Industrial Park	71.50	1000sqft	1.64	71,522.00	0
Unrefrigerated Warehouse-No Rail	286.00	1000sqft	6.57	286,088.00	0
User Defined Industrial	358.00	User Defined Unit	0.00	0.00	0
Other Asphalt Surfaces	6.83	Acre	6.83	0.00	0
Parking Lot	401.00	Space	3.61	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2026
Utility Company	Los Angeles Department of Water & Power				
CO2 Intensity (lb/MWhr)	691.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Consistent with Checklist's model.

Land Use - See comment on: "Failure to Consider Potential Cold Storage Requirements".

Construction Phase - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Off-road Equipment - Consistent with Checklist's model.

Trips and VMT - Consistent with Checklist's model.

Demolition - Consistent with Checklist's model.

Grading - Consistent with Checklist's model.

Architectural Coating - See comment on: "Unsubstantiated Changes to Architectural Coatings Emission Factors".

Vehicle Trips - See comment on: "Underestimated Number of Saturday and Sunday Vehicle Trips".

Water And Wastewater - Consistent with Checklist's model.

Fleet Mix - See comment on: "Unsubstantiated Changes to Operational Fleet Mix Values".

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	20.00	30.00
tblConstructionPhase	NumDays	300.00	159.00
tblConstructionPhase	NumDays	20.00	30.00
tblGrading	AcresOfGrading	120.00	72.00
tblGrading	MaterialImported	0.00	47,054.00
tblLandUse	LandUseSquareFeet	71,500.00	71,522.00
tblLandUse	LandUseSquareFeet	286,000.00	286,088.00
tblLandUse	LandUseSquareFeet	297,514.80	0.00
tblLandUse	LandUseSquareFeet	160,400.00	0.00
tblOffRoadEquipment	HorsePower	212.00	97.00
tblOffRoadEquipment	HorsePower	212.00	97.00
tblOffRoadEquipment	LoadFactor	0.43	0.37
tblOffRoadEquipment	LoadFactor	0.43	0.37
tblTripsAndVMT	HaulingTripNumber	273.00	34.60
tblTripsAndVMT	HaulingTripNumber	4,652.00	196.00
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripNumber	0.00	5.00
tblTripsAndVMT	VendorTripNumber	0.00	3.00
tblTripsAndVMT	VendorTripNumber	0.00	8.00
tblTripsAndVMT	VendorTripNumber	59.00	43.00
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	185.00
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblVehicleTrips	ST_TR	2.54	0.05
tblVehicleTrips	ST_TR	1.74	4.10
tblVehicleTrips	SU_TR	1.24	0.05
tblVehicleTrips	SU_TR	1.74	4.10
tblVehicleTrips	WD_TR	3.37	0.05
tblVehicleTrips	WD_TR	1.74	4.10
tblWater	OutdoorWaterUseRate	0.00	1,405,013.00

2.0 Emissions Summary

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2024	3.8248	36.3769	29.3201	0.0703	24.3364	1.8271	26.1635	11.0103	1.6809	12.6913	0.0000	6,893.9575	6,893.9575	1.9798	0.2138	6,974.2952
2025	114.5526	24.8208	40.6566	0.0866	3.1492	1.0247	4.1739	0.8443	0.9582	1.8025	0.0000	8,538.7365	8,538.7365	1.4178	0.2189	8,639.4195
Maximum	**114.5526**	**36.3769**	**40.6566**	**0.0866**	**24.3364**	**1.8271**	**26.1635**	**11.0103**	**1.6809**	**12.6913**	**0.0000**	**8,538.7365**	**8,538.7365**	**1.9798**	**0.2189**	**8,639.4195**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2024	3.8248	36.3769	29.3201	0.0703	24.3364	1.8271	26.1635	11.0103	1.6809	12.6913	0.0000	6,893.9575	6,893.9575	1.9798	0.2138	6,974.2952
2025	114.5526	24.8208	40.6566	0.0866	3.1492	1.0247	4.1739	0.8443	0.9582	1.8025	0.0000	8,538.7365	8,538.7365	1.4178	0.2189	8,639.4195
Maximum	**114.5526**	**36.3769**	**40.6566**	**0.0866**	**24.3364**	**1.8271**	**26.1635**	**11.0103**	**1.6809**	**12.6913**	**0.0000**	**8,538.7365**	**8,538.7365**	**1.9798**	**0.2189**	**8,639.4195**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Energy	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627
Mobile	3.8235	3.9394	40.8056	0.0951	10.6118	0.0657	10.6775	2.8269	0.0610	2.8879		9,700.2074	9,700.2074	0.6075	0.3734	9,826.6736
Total	**11.8520**	**4.2046**	**41.1419**	**0.0967**	**10.6118**	**0.0862**	**10.6980**	**2.8269**	**0.0815**	**2.9084**		**10,017.4323**	**10,017.4323**	**0.6143**	**0.3792**	**10,145.7981**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Energy	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627
Mobile	3.8235	3.9394	40.8056	0.0951	10.6118	0.0657	10.6775	2.8269	0.0610	2.8879		9,700.2074	9,700.2074	0.6075	0.3734	9,826.6736
Total	**11.8520**	**4.2046**	**41.1419**	**0.0967**	**10.6118**	**0.0862**	**10.6980**	**2.8269**	**0.0815**	**2.9084**		**10,017.4323**	**10,017.4323**	**0.6143**	**0.3792**	**10,145.7981**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	7/1/2024	7/26/2024	5	20	
2	Site Preparation	Site Preparation	7/29/2024	8/9/2024	5	10	
3	Grading	Grading	8/12/2024	9/20/2024	5	30	
4	Building Construction	Building Construction	9/23/2024	5/1/2025	5	159	
5	Paving	Paving	3/21/2025	5/1/2025	5	30	
6	Architectural Coating	Architectural Coating	3/21/2025	5/1/2025	5	30	

Acres of Grading (Site Preparation Phase): 35

Acres of Grading (Grading Phase): 72

Acres of Paving: 10.44

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 536,415; Non-Residential Outdoor: 178,805; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Crawler Tractors	4	8.00	97	0.37
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Grading	Crawler Tractors	2	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	5.00	34.60	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	3.00	0.00	185.00	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	8.00	196.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	150.00	43.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	30.00	0.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Demolition - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.9580	0.0000	2.9580	0.4479	0.0000	0.4479			0.0000			0.0000
Off-Road	2.2437	20.8781	19.7073	0.0388		0.9602	0.9602		0.8922	0.8922		3,747.4228	3,747.4228	1.0485		3,773.6345
Total	**2.2437**	**20.8781**	**19.7073**	**0.0388**	**2.9580**	**0.9602**	**3.9182**	**0.4479**	**0.8922**	**1.3401**		**3,747.4228**	**3,747.4228**	**1.0485**		**3,773.6345**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	3.7700e-003	0.2289	0.0620	1.0100e-003	0.0304	1.4500e-003	0.0318	8.3300e-003	1.3900e-003	9.7200e-003		110.8729	110.8729	6.2500e-003	0.0176	116.2780
Vendor	6.6800e-003	0.2575	0.0857	1.3200e-003	0.0473	1.4200e-003	0.0487	0.0136	1.3600e-003	0.0150		142.0572	142.0572	4.8400e-003	0.0204	148.2537
Worker	0.0518	0.0360	0.6177	1.8100e-003	0.2110	1.2000e-003	0.2122	0.0559	1.1000e-003	0.0571		182.7158	182.7158	3.9200e-003	3.8400e-003	183.9592
Total	**0.0623**	**0.5225**	**0.7654**	**4.1400e-003**	**0.2886**	**4.0700e-003**	**0.2927**	**0.0779**	**3.8500e-003**	**0.0817**		**435.6460**	**435.6460**	**0.0150**	**0.0418**	**448.4908**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Demolition - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.9580	0.0000	2.9580	0.4479	0.0000	0.4479			0.0000			0.0000
Off-Road	2.2437	20.8781	19.7073	0.0388		0.9602	0.9602		0.8922	0.8922	0.0000	3,747.4228	3,747.4228	1.0485		3,773.6345
Total	**2.2437**	**20.8781**	**19.7073**	**0.0388**	**2.9580**	**0.9602**	**3.9182**	**0.4479**	**0.8922**	**1.3401**	**0.0000**	**3,747.4228**	**3,747.4228**	**1.0485**		**3,773.6345**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	3.7700e-003	0.2289	0.0620	1.0100e-003	0.0304	1.4500e-003	0.0318	8.3300e-003	1.3900e-003	9.7200e-003		110.8729	110.8729	6.2500e-003	0.0176	116.2780
Vendor	6.6800e-003	0.2575	0.0857	1.3200e-003	0.0473	1.4200e-003	0.0487	0.0136	1.3600e-003	0.0150		142.0572	142.0572	4.8400e-003	0.0204	148.2537
Worker	0.0518	0.0360	0.6177	1.8100e-003	0.2110	1.2000e-003	0.2122	0.0559	1.1000e-003	0.0571		182.7158	182.7158	3.9200e-003	3.8400e-003	183.9592
Total	**0.0623**	**0.5225**	**0.7654**	**4.1400e-003**	**0.2886**	**4.0700e-003**	**0.2927**	**0.0779**	**3.8500e-003**	**0.0817**		**435.6460**	**435.6460**	**0.0150**	**0.0418**	**448.4908**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					21.7780	0.0000	21.7780	10.3315	0.0000	10.3315			0.0000			0.0000
Off-Road	3.3848	32.5462	19.1457	0.0380		1.8126	1.8126		1.6676	1.6676		3,686.7513	3,686.7513	1.1924		3,716.5605
Total	**3.3848**	**32.5462**	**19.1457**	**0.0380**	**21.7780**	**1.8126**	**23.5906**	**10.3315**	**1.6676**	**11.9990**		**3,686.7513**	**3,686.7513**	**1.1924**		**3,716.5605**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.0100e-003	0.1545	0.0514	7.9000e-004	0.0284	8.5000e-004	0.0292	8.1600e-003	8.2000e-004	8.9800e-003		85.2343	85.2343	2.9100e-003	0.0122	88.9522
Worker	0.4360	0.3667	6.7350	0.0214	2.5300	0.0137	2.5437	0.6707	0.0126	0.6833		2,162.3825	2,162.3825	0.0307	0.0374	2,174.3052
Total	**0.4400**	**0.5212**	**6.7864**	**0.0222**	**2.5584**	**0.0145**	**2.5729**	**0.6789**	**0.0134**	**0.6923**		**2,247.6169**	**2,247.6169**	**0.0336**	**0.0497**	**2,263.2575**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					21.7780	0.0000	21.7780	10.3315	0.0000	10.3315			0.0000			0.0000
Off-Road	3.3848	32.5462	19.1457	0.0380		1.8126	1.8126		1.6676	1.6676	0.0000	3,686.7513	3,686.7513	1.1924		3,716.5605
Total	**3.3848**	**32.5462**	**19.1457**	**0.0380**	**21.7780**	**1.8126**	**23.5906**	**10.3315**	**1.6676**	**11.9990**	**0.0000**	**3,686.7513**	**3,686.7513**	**1.1924**		**3,716.5605**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	4.0100e-003	0.1545	0.0514	7.9000e-004	0.0284	8.5000e-004	0.0292	8.1600e-003	8.2000e-004	8.9800e-003		85.2343	85.2343	2.9100e-003	0.0122	88.9522
Worker	0.4360	0.3667	6.7350	0.0214	2.5300	0.0137	2.5437	0.6707	0.0126	0.6833		2,162.3825	2,162.3825	0.0307	0.0374	2,174.3052
Total	**0.4400**	**0.5212**	**6.7864**	**0.0222**	**2.5584**	**0.0145**	**2.5729**	**0.6789**	**0.0134**	**0.6923**		**2,247.6169**	**2,247.6169**	**0.0336**	**0.0497**	**2,263.2575**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.5673	0.0000	8.5673	3.5851	0.0000	3.5851			0.0000			0.0000
Off-Road	3.5801	35.0621	28.1278	0.0621		1.6270	1.6270		1.4969	1.4969		6,009.1193	6,009.1193	1.9435		6,057.7061
Total	**3.5801**	**35.0621**	**28.1278**	**0.0621**	**8.5673**	**1.6270**	**10.1943**	**3.5851**	**1.4969**	**5.0819**		**6,009.1193**	**6,009.1193**	**1.9435**		**6,057.7061**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0141	0.8547	0.2316	3.7600e-003	0.1144	5.4200e-003	0.1198	0.0314	5.1900e-003	0.0365		413.9255	413.9255	0.0234	0.0658	434.1044
Vendor	0.0107	0.4120	0.1371	2.1100e-003	0.0757	2.2700e-003	0.0779	0.0218	2.1700e-003	0.0240		227.2916	227.2916	7.7500e-003	0.0326	237.2059
Worker	0.0691	0.0480	0.8236	2.4100e-003	0.2813	1.6000e-003	0.2829	0.0746	1.4700e-003	0.0761		243.6211	243.6211	5.2200e-003	5.1200e-003	245.2789
Total	**0.0939**	**1.3148**	**1.1923**	**8.2800e-003**	**0.4713**	**9.2900e-003**	**0.4806**	**0.1277**	**8.8300e-003**	**0.1366**		**884.8382**	**884.8382**	**0.0363**	**0.1035**	**916.5891**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.5673	0.0000	8.5673	3.5851	0.0000	3.5851			0.0000			0.0000
Off-Road	3.5801	35.0621	28.1278	0.0621		1.6270	1.6270		1.4969	1.4969	0.0000	6,009.1193	6,009.1193	1.9435		6,057.7061
Total	**3.5801**	**35.0621**	**28.1278**	**0.0621**	**8.5673**	**1.6270**	**10.1943**	**3.5851**	**1.4969**	**5.0819**	**0.0000**	**6,009.1193**	**6,009.1193**	**1.9435**		**6,057.7061**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0141	0.8547	0.2316	3.7600e-003	0.1144	5.4200e-003	0.1198	0.0314	5.1900e-003	0.0365		413.9255	413.9255	0.0234	0.0658	434.1044
Vendor	0.0107	0.4120	0.1371	2.1100e-003	0.0757	2.2700e-003	0.0779	0.0218	2.1700e-003	0.0240		227.2916	227.2916	7.7500e-003	0.0326	237.2059
Worker	0.0691	0.0480	0.8236	2.4100e-003	0.2813	1.6000e-003	0.2829	0.0746	1.4700e-003	0.0761		243.6211	243.6211	5.2200e-003	5.1200e-003	245.2789
Total	**0.0939**	**1.3148**	**1.1923**	**8.2800e-003**	**0.4713**	**9.2900e-003**	**0.4806**	**0.1277**	**8.8300e-003**	**0.1366**		**884.8382**	**884.8382**	**0.0363**	**0.1035**	**916.5891**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**		**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0575	2.2147	0.7367	0.0113	0.4066	0.0122	0.4189	0.1170	0.0117	0.1287		1,221.6922	1,221.6922	0.0417	0.1753	1,274.9818
Worker	0.5183	0.3602	6.1773	0.0181	2.1097	0.0120	2.1217	0.5595	0.0110	0.5705		1,827.1582	1,827.1582	0.0392	0.0384	1,839.5915
Total	**0.5758**	**2.5749**	**6.9140**	**0.0294**	**2.5163**	**0.0242**	**2.5405**	**0.6765**	**0.0227**	**0.6992**		**3,048.8504**	**3,048.8504**	**0.0808**	**0.2138**	**3,114.5733**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**	**0.0000**	**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0575	2.2147	0.7367	0.0113	0.4066	0.0122	0.4189	0.1170	0.0117	0.1287		1,221.6922	1,221.6922	0.0417	0.1753	1,274.9818
Worker	0.5183	0.3602	6.1773	0.0181	2.1097	0.0120	2.1217	0.5595	0.0110	0.5705		1,827.1582	1,827.1582	0.0392	0.0384	1,839.5915
Total	**0.5758**	**2.5749**	**6.9140**	**0.0294**	**2.5163**	**0.0242**	**2.5405**	**0.6765**	**0.0227**	**0.6992**		**3,048.8504**	**3,048.8504**	**0.0808**	**0.2138**	**3,114.5733**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	**1.3674**	**12.4697**	**16.0847**	**0.0270**		**0.5276**	**0.5276**		**0.4963**	**0.4963**		**2,556.4744**	**2,556.4744**	**0.6010**		**2,571.4981**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0557	2.2041	0.7219	0.0111	0.4066	0.0123	0.4189	0.1170	0.0117	0.1288		1,199.6824	1,199.6824	0.0420	0.1723	1,252.0754
Worker	0.4848	0.3230	5.7407	0.0175	2.1097	0.0114	2.1211	0.5595	0.0105	0.5699		1,764.9127	1,764.9127	0.0352	0.0359	1,776.4818
Total	**0.5405**	**2.5271**	**6.4626**	**0.0286**	**2.5163**	**0.0237**	**2.5400**	**0.6765**	**0.0222**	**0.6987**		**2,964.5951**	**2,964.5951**	**0.0772**	**0.2082**	**3,028.5573**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2025

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	**1.3674**	**12.4697**	**16.0847**	**0.0270**		**0.5276**	**0.5276**		**0.4963**	**0.4963**	**0.0000**	**2,556.4744**	**2,556.4744**	**0.6010**		**2,571.4981**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0557	2.2041	0.7219	0.0111	0.4066	0.0123	0.4189	0.1170	0.0117	0.1288		1,199.6824	1,199.6824	0.0420	0.1723	1,252.0754
Worker	0.4848	0.3230	5.7407	0.0175	2.1097	0.0114	2.1211	0.5595	0.0105	0.5699		1,764.9127	1,764.9127	0.0352	0.0359	1,776.4818
Total	**0.5405**	**2.5271**	**6.4626**	**0.0286**	**2.5163**	**0.0237**	**2.5400**	**0.6765**	**0.0222**	**0.6987**		**2,964.5951**	**2,964.5951**	**0.0772**	**0.2082**	**3,028.5573**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.9118					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.8269**	**8.5816**	**14.5780**	**0.0228**		**0.4185**	**0.4185**		**0.3850**	**0.3850**		**2,206.7452**	**2,206.7452**	**0.7137**		**2,224.5878**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0485	0.0323	0.5741	1.7500e-003	0.2110	1.1400e-003	0.2121	0.0559	1.0500e-003	0.0570		176.4913	176.4913	3.5200e-003	3.5900e-003	177.6482
Total	**0.0485**	**0.0323**	**0.5741**	**1.7500e-003**	**0.2110**	**1.1400e-003**	**0.2121**	**0.0559**	**1.0500e-003**	**0.0570**		**176.4913**	**176.4913**	**3.5200e-003**	**3.5900e-003**	**177.6482**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2025

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.9118					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.8269**	**8.5816**	**14.5780**	**0.0228**		**0.4185**	**0.4185**		**0.3850**	**0.3850**	**0.0000**	**2,206.7452**	**2,206.7452**	**0.7137**		**2,224.5878**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0485	0.0323	0.5741	1.7500e-003	0.2110	1.1400e-003	0.2121	0.0559	1.0500e-003	0.0570		176.4913	176.4913	3.5200e-003	3.5900e-003	177.6482
Total	**0.0485**	**0.0323**	**0.5741**	**1.7500e-003**	**0.2110**	**1.1400e-003**	**0.2121**	**0.0559**	**1.0500e-003**	**0.0570**		**176.4913**	**176.4913**	**3.5200e-003**	**3.5900e-003**	**177.6482**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.7 Architectural Coating - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	110.5015					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	**110.6724**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**		**281.4481**	**281.4481**	**0.0154**		**281.8319**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0970	0.0646	1.1482	3.4900e-003	0.4219	2.2800e-003	0.4242	0.1119	2.1000e-003	0.1140		352.9825	352.9825	7.0500e-003	7.1700e-003	355.2964
Total	**0.0970**	**0.0646**	**1.1482**	**3.4900e-003**	**0.4219**	**2.2800e-003**	**0.4242**	**0.1119**	**2.1000e-003**	**0.1140**		**352.9825**	**352.9825**	**7.0500e-003**	**7.1700e-003**	**355.2964**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.7 Architectural Coating - 2025

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	110.5015					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	**110.6724**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**	**0.0000**	**281.4481**	**281.4481**	**0.0154**		**281.8319**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0970	0.0646	1.1482	3.4900e-003	0.4219	2.2800e-003	0.4242	0.1119	2.1000e-003	0.1140		352.9825	352.9825	7.0500e-003	7.1700e-003	355.2964
Total	**0.0970**	**0.0646**	**1.1482**	**3.4900e-003**	**0.4219**	**2.2800e-003**	**0.4242**	**0.1119**	**2.1000e-003**	**0.1140**		**352.9825**	**352.9825**	**7.0500e-003**	**7.1700e-003**	**355.2964**

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.8235	3.9394	40.8056	0.0951	10.6118	0.0657	10.6775	2.8269	0.0610	2.8879		9,700.2074	9,700.2074	0.6075	0.3734	9,826.6736
Unmitigated	3.8235	3.9394	40.8056	0.0951	10.6118	0.0657	10.6775	2.8269	0.0610	2.8879		9,700.2074	9,700.2074	0.6075	0.3734	9,826.6736

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Industrial Park	3.58	3.58	3.58	14,217	14,217
Other Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	1,172.60	1,172.60	1172.60	5,025,432	5,025,432
User Defined Industrial	0.00	0.00	0.00		
Total	1,176.18	1,176.18	1,176.18	5,039,649	5,039,649

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Industrial Park	16.60	8.40	6.90	59.00	28.00	13.00	79	19	2
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

Sections Regular meeting of 07-16-24

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No Rail	16.60	8.40	6.90	59.00	0.00	41.00	92	5	3
User Defined Industrial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Industrial Park	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Other Asphalt Surfaces	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Parking Lot	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Unrefrigerated Warehouse-No Rail	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
User Defined Industrial	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627
NaturalGas Unmitigated	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Industrial Park	2020.25	0.0218	0.1981	0.1664	1.1900e-003		0.0151	0.0151		0.0151	0.0151		237.6767	237.6767	4.5600e-003	4.3600e-003	239.0891
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	674.07	7.2700e-003	0.0661	0.0555	4.0000e-004		5.0200e-003	5.0200e-003		5.0200e-003	5.0200e-003		79.3024	79.3024	1.5200e-003	1.4500e-003	79.7737
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0291**	**0.2642**	**0.2219**	**1.5900e-003**		**0.0201**	**0.0201**		**0.0201**	**0.0201**		**316.9790**	**316.9790**	**6.0800e-003**	**5.8100e-003**	**318.8627**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Industrial Park	2.02025	0.0218	0.1981	0.1664	1.1900e-003		0.0151	0.0151		0.0151	0.0151		237.6767	237.6767	4.5600e-003	4.3600e-003	239.0891
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0.67407	7.2700e-003	0.0661	0.0555	4.0000e-004		5.0200e-003	5.0200e-003		5.0200e-003	5.0200e-003		79.3024	79.3024	1.5200e-003	1.4500e-003	79.7737
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0291**	**0.2642**	**0.2219**	**1.5900e-003**		**0.0201**	**0.0201**		**0.0201**	**0.0201**		**316.9790**	**316.9790**	**6.0800e-003**	**5.8100e-003**	**318.8627**

6.0 Area Detail

6.1 Mitigation Measures Area

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Unmitigated	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.9082					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.0807					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	0.0105	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Total	**7.9994**	**1.0400e-003**	**0.1144**	**1.0000e-005**		**4.1000e-004**	**4.1000e-004**		**4.1000e-004**	**4.1000e-004**		**0.2458**	**0.2458**	**6.4000e-004**		**0.2618**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.9082					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.0807					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	0.0105	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Total	**7.9994**	**1.0400e-003**	**0.1144**	**1.0000e-005**		**4.1000e-004**	**4.1000e-004**		**4.1000e-004**	**4.1000e-004**		**0.2458**	**0.2458**	**6.4000e-004**		**0.2618**

7.0 Water Detail

7.1 Mitigation Measures Water

15517 - 1101 California - Los Angeles-South Coast County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

15517 - 1101 California

Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Industrial Park	71.50	1000sqft	1.64	71,522.00	0
Unrefrigerated Warehouse-No Rail	286.00	1000sqft	6.57	286,088.00	0
User Defined Industrial	358.00	User Defined Unit	0.00	0.00	0
Other Asphalt Surfaces	6.83	Acre	6.83	0.00	0
Parking Lot	401.00	Space	3.61	0.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2026
Utility Company	Los Angeles Department of Water & Power				
CO2 Intensity (lb/MWhr)	691.98	**CH4 Intensity (lb/MWhr)**	0.033	**N2O Intensity (lb/MWhr)**	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics - Consistent with Checklist's model.

Land Use - See comment on: "Failure to Consider Potential Cold Storage Requirements".

Construction Phase - Consistent with Checklist's model.

Demolition - Consistent with Checklist's model.

Grading - Consistent with Checklist's model.

Architectural Coating - See comment on: "Unsubstantiated Changes to Architectural Coatings Emission Factors".

Vehicle Trips - See comment on: "Underestimated Number of Saturday and Sunday Vehicle Trips".

Water And Wastewater - Consistent with Checklist's model.

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Fleet Mix - See comment on: "Unsubstantiated Changes to Operational Fleet Mix Values".

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Off-road Equipment - Consistent with Checklist's model.

Trips and VMT - Consistent with Checklist's model.

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	300.00	159.00
tblConstructionPhase	NumDays	20.00	30.00
tblConstructionPhase	NumDays	20.00	30.00
tblGrading	AcresOfGrading	120.00	72.00
tblGrading	MaterialImported	0.00	47,054.00
tblLandUse	LandUseSquareFeet	71,500.00	71,522.00
tblLandUse	LandUseSquareFeet	286,000.00	286,088.00
tblLandUse	LandUseSquareFeet	297,514.80	0.00
tblLandUse	LandUseSquareFeet	160,400.00	0.00
tblOffRoadEquipment	HorsePower	212.00	97.00
tblOffRoadEquipment	HorsePower	212.00	97.00
tblOffRoadEquipment	LoadFactor	0.43	0.37
tblOffRoadEquipment	LoadFactor	0.43	0.37
tblOffRoadEquipment	OffRoadEquipmentType	Tractors/Loaders/Backhoes	Crawler Tractors
tblOffRoadEquipment	OffRoadEquipmentType	Tractors/Loaders/Backhoes	Crawler Tractors
tblTripsAndVMT	HaulingTripNumber	273.00	34.60
tblTripsAndVMT	HaulingTripNumber	4,652.00	196.00
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripLength	6.90	10.20
tblTripsAndVMT	VendorTripNumber	0.00	5.00
tblTripsAndVMT	VendorTripNumber	0.00	3.00
tblTripsAndVMT	VendorTripNumber	0.00	8.00
tblTripsAndVMT	VendorTripNumber	59.00	43.00
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	185.00
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripLength	14.70	18.50
tblTripsAndVMT	WorkerTripNumber	18.00	17.50
tblVehicleTrips	ST_TR	2.54	0.05
tblVehicleTrips	ST_TR	1.74	4.10
tblVehicleTrips	SU_TR	1.24	0.05
tblVehicleTrips	SU_TR	1.74	4.10
tblVehicleTrips	WD_TR	3.37	0.05
tblVehicleTrips	WD_TR	1.74	4.10
tblWater	OutdoorWaterUseRate	0.00	1,405,013.00

2.0 Emissions Summary

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2024	3.8768	36.4382	29.2549	0.0702	24.2661	1.8267	26.0928	10.9917	1.6806	12.6723	0.0000	6,881.8091	6,881.8091	1.9797	0.2167	6,962.2901
2025	114.6102	24.9643	40.0282	0.0854	3.1492	1.0247	4.1739	0.8443	0.9582	1.8025	0.0000	8,419.3304	8,419.3304	1.4178	0.2224	8,521.0554
Maximum	**114.6102**	**36.4382**	**40.0282**	**0.0854**	**24.2661**	**1.8267**	**26.0928**	**10.9917**	**1.6806**	**12.6723**	**0.0000**	**8,419.3304**	**8,419.3304**	**1.9797**	**0.2224**	**8,521.0554**

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2024	3.8768	36.4382	29.2549	0.0702	24.2661	1.8267	26.0928	10.9917	1.6806	12.6723	0.0000	6,881.8091	6,881.8091	1.9797	0.2167	6,962.2901
2025	114.6102	24.9643	40.0282	0.0854	3.1492	1.0247	4.1739	0.8443	0.9582	1.8025	0.0000	8,419.3304	8,419.3304	1.4178	0.2224	8,521.0554
Maximum	**114.6102**	**36.4382**	**40.0282**	**0.0854**	**24.2661**	**1.8267**	**26.0928**	**10.9917**	**1.6806**	**12.6723**	**0.0000**	**8,419.3304**	**8,419.3304**	**1.9797**	**0.2224**	**8,521.0554**

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Energy	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627
Mobile	3.7691	4.2498	39.7899	0.0911	10.6118	0.0657	10.6775	2.8269	0.0610	2.8880		9,292.9459	9,292.9459	0.6208	0.3890	9,424.3870
Total	**11.7976**	**4.5150**	**40.1262**	**0.0927**	**10.6118**	**0.0862**	**10.6980**	**2.8269**	**0.0815**	**2.9085**		**9,610.1708**	**9,610.1708**	**0.6275**	**0.3948**	**9,743.5115**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Energy	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627
Mobile	3.7691	4.2498	39.7899	0.0911	10.6118	0.0657	10.6775	2.8269	0.0610	2.8880		9,292.9459	9,292.9459	0.6208	0.3890	9,424.3870
Total	**11.7976**	**4.5150**	**40.1262**	**0.0927**	**10.6118**	**0.0862**	**10.6980**	**2.8269**	**0.0815**	**2.9085**		**9,610.1708**	**9,610.1708**	**0.6275**	**0.3948**	**9,743.5115**

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	7/1/2024	7/26/2024	5	20	
2	Site Preparation	Site Preparation	7/29/2024	8/9/2024	5	10	
3	Grading	Grading	8/12/2024	9/20/2024	5	30	
4	Building Construction	Building Construction	9/23/2024	5/1/2025	5	159	
5	Paving	Paving	3/21/2025	5/1/2025	5	30	
6	Architectural Coating	Architectural Coating	3/21/2025	5/1/2025	5	30	

Acres of Grading (Site Preparation Phase): 35

Acres of Grading (Grading Phase): 72

Acres of Paving: 10.44

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 536,415; Non-Residential Outdoor: 178,805; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Crawler Tractors	4	8.00	97	0.37

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Crawler Tractors	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	5.00	34.60	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	17.50	3.00	0.00	185.00	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	8.00	196.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	150.00	43.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	30.00	0.00	0.00	18.50	10.20	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Demolition - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.9580	0.0000	2.9580	0.4479	0.0000	0.4479			0.0000			0.0000
Off-Road	2.2437	20.8781	19.7073	0.0388		0.9602	0.9602		0.8922	0.8922		3,747.4228	3,747.4228	1.0485		3,773.6345
Total	**2.2437**	**20.8781**	**19.7073**	**0.0388**	**2.9580**	**0.9602**	**3.9182**	**0.4479**	**0.8922**	**1.3401**		**3,747.4228**	**3,747.4228**	**1.0485**		**3,773.6345**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	3.5300e-003	0.2391	0.0629	1.0100e-003	0.0304	1.4600e-003	0.0318	8.3300e-003	1.3900e-003	9.7300e-003		110.9914	110.9914	6.2400e-003	0.0176	116.4019
Vendor	6.5300e-003	0.2692	0.0879	1.3200e-003	0.0473	1.4300e-003	0.0487	0.0136	1.3600e-003	0.0150		142.2269	142.2269	4.8300e-003	0.0204	148.4353
Worker	0.0565	0.0398	0.5638	1.7100e-003	0.2110	1.2000e-003	0.2122	0.0559	1.1000e-003	0.0571		173.0691	173.0691	3.9300e-003	4.1000e-003	174.3905
Total	**0.0665**	**0.5480**	**0.7146**	**4.0400e-003**	**0.2886**	**4.0900e-003**	**0.2927**	**0.0779**	**3.8500e-003**	**0.0818**		**426.2874**	**426.2874**	**0.0150**	**0.0422**	**439.2276**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Demolition - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.9580	0.0000	2.9580	0.4479	0.0000	0.4479			0.0000			0.0000
Off-Road	2.2437	20.8781	19.7073	0.0388		0.9602	0.9602		0.8922	0.8922	0.0000	3,747.4228	3,747.4228	1.0485		3,773.6345
Total	**2.2437**	**20.8781**	**19.7073**	**0.0388**	**2.9580**	**0.9602**	**3.9182**	**0.4479**	**0.8922**	**1.3401**	**0.0000**	**3,747.4228**	**3,747.4228**	**1.0485**		**3,773.6345**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	3.5300e-003	0.2391	0.0629	1.0100e-003	0.0304	1.4600e-003	0.0318	8.3300e-003	1.3900e-003	9.7300e-003		110.9914	110.9914	6.2400e-003	0.0176	116.4019
Vendor	6.5300e-003	0.2692	0.0879	1.3200e-003	0.0473	1.4300e-003	0.0487	0.0136	1.3600e-003	0.0150		142.2269	142.2269	4.8300e-003	0.0204	148.4353
Worker	0.0565	0.0398	0.5638	1.7100e-003	0.2110	1.2000e-003	0.2122	0.0559	1.1000e-003	0.0571		173.0691	173.0691	3.9300e-003	4.1000e-003	174.3905
Total	**0.0665**	**0.5480**	**0.7146**	**4.0400e-003**	**0.2886**	**4.0900e-003**	**0.2927**	**0.0779**	**3.8500e-003**	**0.0818**		**426.2874**	**426.2874**	**0.0150**	**0.0422**	**439.2276**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					21.7780	0.0000	21.7780	10.3315	0.0000	10.3315			0.0000			0.0000
Off-Road	3.3848	32.5462	19.1457	0.0380		1.8126	1.8126		1.6676	1.6676		3,686.7513	3,686.7513	1.1924		3,716.5605
Total	**3.3848**	**32.5462**	**19.1457**	**0.0380**	**21.7780**	**1.8126**	**23.5906**	**10.3315**	**1.6676**	**11.9990**		**3,686.7513**	**3,686.7513**	**1.1924**		**3,716.5605**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.9200e-003	0.1615	0.0527	7.9000e-004	0.0284	8.6000e-004	0.0292	8.1600e-003	8.2000e-004	8.9800e-003		85.3362	85.3362	2.9000e-003	0.0123	89.0612
Worker	0.4881	0.3942	5.7903	0.0197	2.4597	0.0133	2.4730	0.6521	0.0122	0.6643		1,990.0718	1,990.0718	0.0278	0.0389	2,002.3527
Total	**0.4920**	**0.5557**	**5.8431**	**0.0205**	**2.4881**	**0.0141**	**2.5022**	**0.6602**	**0.0130**	**0.6733**		**2,075.4080**	**2,075.4080**	**0.0307**	**0.0511**	**2,091.4139**

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					21.7780	0.0000	21.7780	10.3315	0.0000	10.3315			0.0000			0.0000
Off-Road	3.3848	32.5462	19.1457	0.0380		1.8126	1.8126		1.6676	1.6676	0.0000	3,686.7513	3,686.7513	1.1924		3,716.5605
Total	**3.3848**	**32.5462**	**19.1457**	**0.0380**	**21.7780**	**1.8126**	**23.5906**	**10.3315**	**1.6676**	**11.9990**	**0.0000**	**3,686.7513**	**3,686.7513**	**1.1924**		**3,716.5605**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.9200e-003	0.1615	0.0527	7.9000e-004	0.0284	8.6000e-004	0.0292	8.1600e-003	8.2000e-004	8.9800e-003		85.3362	85.3362	2.9000e-003	0.0123	89.0612
Worker	0.4881	0.3942	5.7903	0.0197	2.4597	0.0133	2.4730	0.6521	0.0122	0.6643		1,990.0718	1,990.0718	0.0278	0.0389	2,002.3527
Total	**0.4920**	**0.5557**	**5.8431**	**0.0205**	**2.4881**	**0.0141**	**2.5022**	**0.6602**	**0.0130**	**0.6733**		**2,075.4080**	**2,075.4080**	**0.0307**	**0.0511**	**2,091.4139**

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.5673	0.0000	8.5673	3.5851	0.0000	3.5851			0.0000			0.0000
Off-Road	3.5801	35.0621	28.1278	0.0621		1.6270	1.6270		1.4969	1.4969		6,009.1193	6,009.1193	1.9435		6,057.7061
Total	**3.5801**	**35.0621**	**28.1278**	**0.0621**	**8.5673**	**1.6270**	**10.1943**	**3.5851**	**1.4969**	**5.0819**		**6,009.1193**	**6,009.1193**	**1.9435**		**6,057.7061**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0132	0.8925	0.2347	3.7700e-003	0.1144	5.4300e-003	0.1198	0.0314	5.2000e-003	0.0366		414.3678	414.3678	0.0233	0.0658	434.5669
Vendor	0.0105	0.4307	0.1406	2.1100e-003	0.0757	2.2800e-003	0.0779	0.0218	2.1800e-003	0.0240		227.5631	227.5631	7.7200e-003	0.0327	237.4965
Worker	0.0753	0.0531	0.7518	2.2800e-003	0.2813	1.6000e-003	0.2829	0.0746	1.4700e-003	0.0761		230.7588	230.7588	5.2400e-003	5.4700e-003	232.5206
Total	**0.0989**	**1.3762**	**1.1270**	**8.1600e-003**	**0.4713**	**9.3100e-003**	**0.4806**	**0.1277**	**8.8500e-003**	**0.1366**		**872.6897**	**872.6897**	**0.0363**	**0.1040**	**904.5840**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.5673	0.0000	8.5673	3.5851	0.0000	3.5851			0.0000			0.0000
Off-Road	3.5801	35.0621	28.1278	0.0621		1.6270	1.6270		1.4969	1.4969	0.0000	6,009.1193	6,009.1193	1.9435		6,057.7061
Total	**3.5801**	**35.0621**	**28.1278**	**0.0621**	**8.5673**	**1.6270**	**10.1943**	**3.5851**	**1.4969**	**5.0819**	**0.0000**	**6,009.1193**	**6,009.1193**	**1.9435**		**6,057.7061**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0132	0.8925	0.2347	3.7700e-003	0.1144	5.4300e-003	0.1198	0.0314	5.2000e-003	0.0366		414.3678	414.3678	0.0233	0.0658	434.5669
Vendor	0.0105	0.4307	0.1406	2.1100e-003	0.0757	2.2800e-003	0.0779	0.0218	2.1800e-003	0.0240		227.5631	227.5631	7.7200e-003	0.0327	237.4965
Worker	0.0753	0.0531	0.7518	2.2800e-003	0.2813	1.6000e-003	0.2829	0.0746	1.4700e-003	0.0761		230.7588	230.7588	5.2400e-003	5.4700e-003	232.5206
Total	**0.0989**	**1.3762**	**1.1270**	**8.1600e-003**	**0.4713**	**9.3100e-003**	**0.4806**	**0.1277**	**8.8500e-003**	**0.1366**		**872.6897**	**872.6897**	**0.0363**	**0.1040**	**904.5840**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769		2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**		**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0562	2.3148	0.7557	0.0114	0.4066	0.0123	0.4189	0.1170	0.0117	0.1288		1,223.1515	1,223.1515	0.0415	0.1757	1,276.5437
Worker	0.5647	0.3979	5.6383	0.0171	2.1097	0.0120	2.1217	0.5595	0.0110	0.5705		1,730.6913	1,730.6913	0.0393	0.0411	1,743.9046
Total	**0.6209**	**2.7127**	**6.3940**	**0.0285**	**2.5163**	**0.0243**	**2.5406**	**0.6765**	**0.0228**	**0.6992**		**2,953.8428**	**2,953.8428**	**0.0808**	**0.2167**	**3,020.4483**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4716	13.4438	16.1668	0.0270		0.6133	0.6133		0.5769	0.5769	0.0000	2,555.6989	2,555.6989	0.6044		2,570.8077
Total	**1.4716**	**13.4438**	**16.1668**	**0.0270**		**0.6133**	**0.6133**		**0.5769**	**0.5769**	**0.0000**	**2,555.6989**	**2,555.6989**	**0.6044**		**2,570.8077**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0562	2.3148	0.7557	0.0114	0.4066	0.0123	0.4189	0.1170	0.0117	0.1288		1,223.1515	1,223.1515	0.0415	0.1757	1,276.5437
Worker	0.5647	0.3979	5.6383	0.0171	2.1097	0.0120	2.1217	0.5595	0.0110	0.5705		1,730.6913	1,730.6913	0.0393	0.0411	1,743.9046
Total	**0.6209**	**2.7127**	**6.3940**	**0.0285**	**2.5163**	**0.0243**	**2.5406**	**0.6765**	**0.0228**	**0.6992**		**2,953.8428**	**2,953.8428**	**0.0808**	**0.2167**	**3,020.4483**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

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Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963		2,556.4744	2,556.4744	0.6010		2,571.4981
Total	**1.3674**	**12.4697**	**16.0847**	**0.0270**		**0.5276**	**0.5276**		**0.4963**	**0.4963**		**2,556.4744**	**2,556.4744**	**0.6010**		**2,571.4981**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0543	2.3038	0.7408	0.0111	0.4066	0.0123	0.4189	0.1170	0.0118	0.1288		1,201.1414	1,201.1414	0.0418	0.1726	1,253.6334
Worker	0.5302	0.3567	5.2428	0.0165	2.1097	0.0114	2.1211	0.5595	0.0105	0.5699		1,671.9396	1,671.9396	0.0354	0.0383	1,684.2341
Total	**0.5845**	**2.6605**	**5.9836**	**0.0277**	**2.5163**	**0.0237**	**2.5400**	**0.6765**	**0.0223**	**0.6987**		**2,873.0810**	**2,873.0810**	**0.0772**	**0.2109**	**2,937.8675**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2025

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.3674	12.4697	16.0847	0.0270		0.5276	0.5276		0.4963	0.4963	0.0000	2,556.4744	2,556.4744	0.6010		2,571.4981
Total	**1.3674**	**12.4697**	**16.0847**	**0.0270**		**0.5276**	**0.5276**		**0.4963**	**0.4963**	**0.0000**	**2,556.4744**	**2,556.4744**	**0.6010**		**2,571.4981**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0543	2.3038	0.7408	0.0111	0.4066	0.0123	0.4189	0.1170	0.0118	0.1288		1,201.1414	1,201.1414	0.0418	0.1726	1,253.6334
Worker	0.5302	0.3567	5.2428	0.0165	2.1097	0.0114	2.1211	0.5595	0.0105	0.5699		1,671.9396	1,671.9396	0.0354	0.0383	1,684.2341
Total	**0.5845**	**2.6605**	**5.9836**	**0.0277**	**2.5163**	**0.0237**	**2.5400**	**0.6765**	**0.0223**	**0.6987**		**2,873.0810**	**2,873.0810**	**0.0772**	**0.2109**	**2,937.8675**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850		2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.9118					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.8269**	**8.5816**	**14.5780**	**0.0228**		**0.4185**	**0.4185**		**0.3850**	**0.3850**		**2,206.7452**	**2,206.7452**	**0.7137**		**2,224.5878**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0530	0.0357	0.5243	1.6500e-003	0.2110	1.1400e-003	0.2121	0.0559	1.0500e-003	0.0570		167.1940	167.1940	3.5400e-003	3.8300e-003	168.4234
Total	**0.0530**	**0.0357**	**0.5243**	**1.6500e-003**	**0.2110**	**1.1400e-003**	**0.2121**	**0.0559**	**1.0500e-003**	**0.0570**		**167.1940**	**167.1940**	**3.5400e-003**	**3.8300e-003**	**168.4234**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2025

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9152	8.5816	14.5780	0.0228		0.4185	0.4185		0.3850	0.3850	0.0000	2,206.7452	2,206.7452	0.7137		2,224.5878
Paving	0.9118					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.8269**	**8.5816**	**14.5780**	**0.0228**		**0.4185**	**0.4185**		**0.3850**	**0.3850**	**0.0000**	**2,206.7452**	**2,206.7452**	**0.7137**		**2,224.5878**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0530	0.0357	0.5243	1.6500e-003	0.2110	1.1400e-003	0.2121	0.0559	1.0500e-003	0.0570		167.1940	167.1940	3.5400e-003	3.8300e-003	168.4234
Total	**0.0530**	**0.0357**	**0.5243**	**1.6500e-003**	**0.2110**	**1.1400e-003**	**0.2121**	**0.0559**	**1.0500e-003**	**0.0570**		**167.1940**	**167.1940**	**3.5400e-003**	**3.8300e-003**	**168.4234**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.7 Architectural Coating - 2025

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	110.5015					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	**110.6724**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**		**281.4481**	**281.4481**	**0.0154**		**281.8319**

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.1060	0.0713	1.0486	3.3100e-003	0.4219	2.2800e-003	0.4242	0.1119	2.1000e-003	0.1140		334.3879	334.3879	7.0700e-003	7.6600e-003	336.8468
Total	**0.1060**	**0.0713**	**1.0486**	**3.3100e-003**	**0.4219**	**2.2800e-003**	**0.4242**	**0.1119**	**2.1000e-003**	**0.1140**		**334.3879**	**334.3879**	**7.0700e-003**	**7.6600e-003**	**336.8468**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.7 Architectural Coating - 2025

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	110.5015					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	**110.6724**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**	**0.0000**	**281.4481**	**281.4481**	**0.0154**		**281.8319**

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.1060	0.0713	1.0486	3.3100e-003	0.4219	2.2800e-003	0.4242	0.1119	2.1000e-003	0.1140		334.3879	334.3879	7.0700e-003	7.6600e-003	336.8468
Total	**0.1060**	**0.0713**	**1.0486**	**3.3100e-003**	**0.4219**	**2.2800e-003**	**0.4242**	**0.1119**	**2.1000e-003**	**0.1140**		**334.3879**	**334.3879**	**7.0700e-003**	**7.6600e-003**	**336.8468**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	3.7691	4.2498	39.7899	0.0911	10.6118	0.0657	10.6775	2.8269	0.0610	2.8880		9,292.9459	9,292.9459	0.6208	0.3890	9,424.3870
Unmitigated	3.7691	4.2498	39.7899	0.0911	10.6118	0.0657	10.6775	2.8269	0.0610	2.8880		9,292.9459	9,292.9459	0.6208	0.3890	9,424.3870

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Industrial Park	3.58	3.58	3.58	14,217	14,217
Other Asphalt Surfaces	0.00	0.00	0.00		
Parking Lot	0.00	0.00	0.00		
Unrefrigerated Warehouse-No Rail	1,172.60	1,172.60	1172.60	5,025,432	5,025,432
User Defined Industrial	0.00	0.00	0.00		
Total	1,176.18	1,176.18	1,176.18	5,039,649	5,039,649

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Industrial Park	16.60	8.40	6.90	59.00	28.00	13.00	79	19	2
Other Asphalt Surfaces	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

Santa Ana Regular meeting of 07-16-24

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	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0
Unrefrigerated Warehouse-No Rail	16.60	8.40	6.90	59.00	0.00	41.00	92	5	3
User Defined Industrial	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Industrial Park	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Other Asphalt Surfaces	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Parking Lot	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
Unrefrigerated Warehouse-No Rail	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318
User Defined Industrial	0.537891	0.065289	0.189998	0.126515	0.023567	0.006518	0.011114	0.008084	0.000933	0.000591	0.025474	0.000708	0.003318

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627
NaturalGas Unmitigated	0.0291	0.2642	0.2219	1.5800e-003		0.0201	0.0201		0.0201	0.0201		316.9791	316.9791	6.0800e-003	5.8100e-003	318.8627

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Industrial Park	2020.25	0.0218	0.1981	0.1664	1.1900e-003		0.0151	0.0151		0.0151	0.0151		237.6767	237.6767	4.5600e-003	4.3600e-003	239.0891
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	674.07	7.2700e-003	0.0661	0.0555	4.0000e-004		5.0200e-003	5.0200e-003		5.0200e-003	5.0200e-003		79.3024	79.3024	1.5200e-003	1.4500e-003	79.7737
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0291**	**0.2642**	**0.2219**	**1.5900e-003**		**0.0201**	**0.0201**		**0.0201**	**0.0201**		**316.9790**	**316.9790**	**6.0800e-003**	**5.8100e-003**	**318.8627**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Industrial Park	2.02025	0.0218	0.1981	0.1664	1.1900e-003		0.0151	0.0151		0.0151	0.0151		237.6767	237.6767	4.5600e-003	4.3600e-003	239.0891
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Unrefrigerated Warehouse-No Rail	0.67407	7.2700e-003	0.0661	0.0555	4.0000e-004		5.0200e-003	5.0200e-003		5.0200e-003	5.0200e-003		79.3024	79.3024	1.5200e-003	1.4500e-003	79.7737
User Defined Industrial	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0291**	**0.2642**	**0.2219**	**1.5900e-003**		**0.0201**	**0.0201**		**0.0201**	**0.0201**		**316.9790**	**316.9790**	**6.0800e-003**	**5.8100e-003**	**318.8627**

6.0 Area Detail

6.1 Mitigation Measures Area

15517 - 1101 California - Los Angeles-South Coast County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Unmitigated	7.9994	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.9082					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.0807					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	0.0105	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Total	**7.9994**	**1.0400e-003**	**0.1144**	**1.0000e-005**		**4.1000e-004**	**4.1000e-004**		**4.1000e-004**	**4.1000e-004**		**0.2458**	**0.2458**	**6.4000e-004**		**0.2618**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.9082					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.0807					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	0.0105	1.0400e-003	0.1144	1.0000e-005		4.1000e-004	4.1000e-004		4.1000e-004	4.1000e-004		0.2458	0.2458	6.4000e-004		0.2618
Total	**7.9994**	**1.0400e-003**	**0.1144**	**1.0000e-005**		**4.1000e-004**	**4.1000e-004**		**4.1000e-004**	**4.1000e-004**		**0.2458**	**0.2458**	**6.4000e-004**		**0.2618**

7.0 Water Detail

7.1 Mitigation Measures Water

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
Industrial Stormwater Compliance
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, Matt has developed extensive client relationships and has managed complex projects that include consultation as an expert witness and a regulatory specialist, and a manager of projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2104, 2017;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at more than 100 industrial facilities.
- Expert witness on numerous cases including, for example, perfluorooctanoic acid (PFOA) contamination of groundwater, MTBE litigation, air toxins at hazards at a school, CERCLA compliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.
- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted

public hearings, and responded to public comments from residents who were very concerned about the impact of designation.
- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9.

Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific

principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt is currently a part time geology instructor at Golden West College in Huntington Beach, California where he taught from 2010 to 2014 and in 2017.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examinations, 2009-2011.

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

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Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Focus on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years of experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Rosenfeld P. E., Spaeth K., Hallman R., Bressler R., Smith, G., (2022) Cancer Risk and Diesel Exhaust Exposure Among Railroad Workers. *Water Air Soil Pollution.* **233,** 171.

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P**., (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004.* New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality.* 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld. (**1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., "The science for Perfluorinated Chemicals (PFAS): What makes remediation so hard?" Law Seminars International, (May 9-10, 2018) 800 Fifth Avenue, Suite 101 Seattle, WA.

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*.. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the Superior Court of the State of California, County of San Bernardino
Billy Wildrick, Plaintiff vs. BNSF Railway Company
Case No. CIVDS1711810
Rosenfeld Deposition 10-17-2022

In the State Court of Bibb County, State of Georgia
Richard Hutcherson, Plaintiff vs Norfolk Southern Railway Company
Case No. 10-SCCV-092007
Rosenfeld Deposition 10-6-2022

In the Civil District Court of the Parish of Orleans, State of Louisiana
Millard Clark, Plaintiff vs. Dixie Carriers, Inc. et al.
Case No. 2020-03891
Rosenfeld Deposition 9-15-2022

In The Circuit Court of Livingston County, State of Missouri, Circuit Civil Division
Shirley Ralls, Plaintiff vs. Canadian Pacific Railway and Soo Line Railroad
Case No. 18-LV-CC0020
Rosenfeld Deposition 9-7-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jonny C. Daniels, Plaintiff vs. CSX Transportation Inc.
Case No. 20-CA-5502
Rosenfeld Deposition 9-1-2022

In The Circuit Court of St. Louis County, State of Missouri
Kieth Luke et. al. Plaintiff vs. Monsanto Company et. al.
Case No. 19SL-CC03191
Rosenfeld Deposition 8-25-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jeffery S. Lamotte, Plaintiff vs. CSX Transportation Inc.
Case No. NO. 20-CA-0049
Rosenfeld Deposition 8-22-2022

In State of Minnesota District Court, County of St. Louis Sixth Judicial District
Greg Bean, Plaintiff vs. Soo Line Railroad Company
Case No. 69-DU-CV-21-760
Rosenfeld Deposition 8-17-2022

In United States District Court Western District of Washington at Tacoma, Washington
John D. Fitzgerald Plaintiff vs. BNSF
Case No. 3:21-cv-05288-RJB
Rosenfeld Deposition 8-11-2022

In Circuit Court of the Sixth Judicial Circuit, Macon Illinois
Rocky Bennyhoff Plaintiff vs. Norfolk Southern
Case No. 20-L-56
Rosenfeld Deposition 8-3-2022

In Court of Common Pleas, Hamilton County Ohio
Joe Briggins Plaintiff vs. CSX
Case No. A2004464
Rosenfeld Deposition 6-17-2022

In the Superior Court of the State of California, County of Kern
George LaFazia vs. BNSF Railway Company.
Case No. BCV-19-103087
Rosenfeld Deposition 5-17-2022

In the Circuit Court of Cook County Illinois
Bobby Earles vs. Penn Central et. al.
Case No. 2020-L-000550
Rosenfeld Deposition 4-16-2022

In United States District Court Easter District of Florida
Albert Hartman Plaintiff vs. Illinois Central
Case No. 2:20-cv-1633
Rosenfeld Deposition 4-4-2022

In the Circuit Court of the 4th Judicial Circuit, in and For Duval County, Florida
Barbara Steele vs. CSX Transportation
Case No.16-219-Ca-008796
Rosenfeld Deposition 3-15-2022

In United States District Court Easter District of New York
Romano et al. vs. Northrup Grumman Corporation
Case No. 16-cv-5760
Rosenfeld Deposition 3-10-2022

In the Circuit Court of Cook County Illinois
Linda Benjamin vs. Illinois Central
Case No. No. 2019 L 007599
Rosenfeld Deposition 1-26-2022

In the Circuit Court of Cook County Illinois
Donald Smith vs. Illinois Central
Case No. No. 2019 L 003426
Rosenfeld Deposition 1-24-2022

In the Circuit Court of Cook County Illinois
Jan Holeman vs. BNSF
Case No. 2019 L 000675
Rosenfeld Deposition 1-18-2022

In the State Court of Bibb County State of Georgia
Dwayne B. Garrett vs. Norfolk Southern
Case No. 20-SCCV-091232
Rosenfeld Deposition 11-10-2021

In the Circuit Court of Cook County Illinois
Joseph Ruepke vs. BNSF
Case No. 2019 L 007730
Rosenfeld Deposition 11-5-2021

In the United States District Court For the District of Nebraska
Steven Gillett vs. BNSF
Case No. 4:20-cv-03120
Rosenfeld Deposition 10-28-2021

In the Montana Thirteenth District Court of Yellowstone County
James Eadus vs. Soo Line Railroad and BNSF
Case No. DV 19-1056
Rosenfeld Deposition 10-21-2021

In the Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al.cvs. Cerro Flow Products, Inc.
Case No. 0i9-L-2295
Rosenfeld Deposition 5-14-2021
Trial October 8-4-2021

In the Circuit Court of Cook County Illinois
Joseph Rafferty vs. Consolidated Rail Corporation and National Railroad Passenger Corporation d/b/a AMTRAK,
Case No. 18-L-6845
Rosenfeld Deposition 6-28-2021

In the United States District Court For the Northern District of Illinois
Theresa Romcoe vs. Northeast Illinois Regional Commuter Railroad Corporation d/b/a METRA Rail
Case No. 17-cv-8517
Rosenfeld Deposition 5-25-2021

In the Superior Court of the State of Arizona In and For the Cunty of Maricopa
Mary Tryon et al. vs. The City of Pheonix v. Cox Cactus Farm, L.L.C., Utah Shelter Systems, Inc.
Case No. CV20127-094749
Rosenfeld Deposition 5-7-2021

In the United States District Court for the Eastern District of Texas Beaumont Division
Robinson, Jeremy et al vs. CNA Insurance Company et al.
Case No. 1:17-cv-000508
Rosenfeld Deposition 3-25-2021

In the Superior Court of the State of California, County of San Bernardino
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.
Case No. 1720288
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.
Case No. 18STCV01162
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri
Karen Cornwell, Plaintiff, vs. Marathon Petroleum, LP, Defendant.
Case No. 1716-CV10006
Rosenfeld Deposition 8-30-2019

In the United States District Court For The District of New Jersey
Duarte et al, Plaintiffs, vs. United States Metals Refining Company et. al. Defendant.
Case No. 2:17-cv-01624-ES-SCM
Rosenfeld Deposition 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" Defendant.
Case No. 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No. BC615636
Rosenfeld Deposition 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No. BC646857
Rosenfeld Deposition 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiffs vs. The 3M Company et al., Defendants
Case No. 1:16-cv-02531-RBJ
Rosenfeld Deposition 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No. 1923
Rosenfeld Deposition 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintifs vs. Chevron Corporation, et al., Defendants
Cause No. C12-01481
Rosenfeld Deposition 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition 8-23-2017

In United States District Court For The Southern District of Mississippi
Guy Manuel vs. The BP Exploration et al., Defendants
Case No. 1:19-cv-00315-RHW
Rosenfeld Deposition 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No. LC102019 (c/w BC582154)
Rosenfeld Deposition 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., Plaintiffs, vs. Meritor Inc., et al., Defendants
Case No. 4:16-cv-52-DMB-JVM
Rosenfeld Deposition July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No. RG14711115
Rosenfeld Deposition September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No. LALA002187
Rosenfeld Deposition August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action No. 14-C-30000
Rosenfeld Deposition June 2015

In The Iowa District Court for Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No. 4980
Rosenfeld Deposition May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case No. CACE07030358 (26)
Rosenfeld Deposition December 2014

In the County Court of Dallas County Texas
Lisa Parr et al, Plaintiff, vs. Aruba et al, Defendant.
Case No. cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., Plaintiffs, vs. Republic Services, Inc., et al., Defendants
Case No. 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition October 2012

In the United States District Court for the Middle District of Alabama, Northern Division
James K. Benefield, et al., Plaintiffs, vs. International Paper Company, Defendant.
Civil Action No. 2:09-cv-232-WHA-TFM
Rosenfeld Deposition July 2010, June 2011

In the Circuit Court of Jefferson County Alabama
Jaeanette Moss Anthony, et al., Plaintiffs, vs. Drummond Company Inc., et al., Defendants
Civil Action No. CV 2008-2076
Rosenfeld Deposition September 2010

In the United States District Court, Western District Lafayette Division
Ackle et al., Plaintiffs, vs. Citgo Petroleum Corporation, et al., Defendants.
Case No. 2:07CV1052
Rosenfeld Deposition July 2009

Golden State Environmental Justice Alliance
Green Jobs & Clean Communities
P.O. Box 79222
Corona, CA 92877

May 17, 2024

Kevin Beery
Senior Planner
City of Redlands

Re: 1101 California Street Warehouse (SCH NO. 2024031107)

Dear Mr. Beery:

On behalf of the Golden State Environmental Justice Alliance ("GSEJA"), I am writing to you regarding the 1101 California Street Warehouse (SCH NO. 2024031107) ("Project").

GSEJA is withdrawing its comment letter and opposition to the Project. The Project's developer has addressed GSEJA's concerns about environmental mitigation.

Sincerely,

Joe Bourgeois
Executive Director

From:	Alisha C. Pember
To:	Kevin Beery; Brian Desatnik; planning
Cc:	Kelilah D. Federman
Subject:	Comments on Mitigated Negative Declaration for 1101 California Street Warehouse (Lot Merger No. 8; Planned Development No. 7) (SCH No. 2024031107)
Date:	Monday, April 29, 2024 17:20:52
Attachments:	7177-004acp - 1101 Cal. St. Warehouse MND Comments and Exhibits A-B.pdf

[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good afternoon,

Please find attached **Comments on Mitigated Negative Declaration for 1101 California Street Warehouse (Lot Merger No. 8; Planned Development No. 7) (SCH No. 2024031107)** and **Exhibits A-B**.

We are also providing a Dropbox link containing supporting references:
https://www.dropbox.com/scl/fo/rmzwxvvdaiyrp4aue8o6n/AFGKL6IUfNkA5H7ippjedlo?rlkey=zrg04nsesrdq8muq9olchavzz&st=5578n21n&dl=0

A hard copy of our Comments and Exhibits A-B will be sent via overnight delivery.

If you have any questions, please contact Kelilah Federman.

Thank you.

Alisha Pember

Alisha C. Pember
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Letter 11

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April 29, 2024

Via Email and Overnight Mail

Kevin Beery, Senior Planner
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Re: Comments on Mitigated Negative Declaration for 1101 California Street Warehouse (Lot Merger No. 8; Planned Development No. 7) (SCH No. 2024031107)

Dear Mr. Beery, Mr. Desatnik:

On behalf of Californians Allied for a Responsible Economy ("CARE CA"), we submit these comments on the Initial Study / Mitigated Negative Declaration ("MND") prepared by the City of Redlands ("City") pursuant to the California Environmental Quality Act ("CEQA") [1], for the 1101 California Street Warehouse Project (SCH No. 2024031107) ("Project"), proposed by CRP/NPP Redlands Industrial Owner, LLC ("Applicant"). 11-1

The Project proposes the construction of a 357,610 square-foot ("SF") warehouse that will include 6,000 SF of Administration/Office Space.[2] The Project Site is located at 1101 California St, Redlands, California 92374 on the southwest corner of Lugonia Avenue and California Street and includes two Assessor's Parcel Numbers: 0292-033-11 and 0292-033-13, in the County of San Bernardino.[3] The Project site is located in an area designated by the Redlands General Plan as Commercial/Industrial and within the Special Development ("EV/SD") district of the 11-2

[1] Pub. Res. Code §§ 21000 *et seq.*
[2] City of Redlands, Initial Study for 1101 California Street Warehouse (March 26, 2024), p. 1. [hereinafter "MND").
[3] MND, p. 1.

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East Valley Corridor Specific Plan.[4] The Project site was previously developed with the Splash Kingdom recreational water park.[5] The water park was vacated in 2018, and partially demolished in 2021, with various structures remaining onsite. The Air Quality Impact Analysis utilized the past emissions values as the existing condition baseline for the Proposed Project's new development emissions.[6] The property is located immediately adjacent to the 10-Freeway, and the property design contemplates dedicating a portion of the southeast corner of the property to improve the right turn access onto the westbound 10-Freeway onramp. The Project requires a Planned Development permit, a Lot Line Adjustment Merger, a Socio-Economic Cost/Benefit Study, a Construction General Permit Order 2009-2009-DWQ), and a Storm Water Pollution and Prevention Plan ("SWPPP"). 11-2 Cont.

CARE CA reviewed the MND, its technical appendices, and reference documents with the assistance of air quality and GHG expert James Clark, whose comments ("Clark Comments") and curriculum vitae ("CV") are attached hereto as **Exhibit A.** CARE CA's comments on noise and vibration were prepared with the assistance of acoustics, noise, and vibration expert Jack Meighan of Wilson Ihrig. Mr. Meighan's Comments ("Meighan Comments") and Mr. Meighan's CV are attached hereto as **Exhibit B.** Based on CARE CA's review of the MND and available documents in conjunction with its experts, there is substantial evidence supporting a fair argument that the Project may result in potentially significant and adverse impacts to air quality, public health, greenhouse gas emissions, land use, and cumulative impacts which are not fully disclosed or mitigated by the MND and require additional mitigation. To correct these deficiencies, the City must prepare an Environmental Impact Report ("EIR") that fully discloses, analyzes and mitigates the Project's potentially significant impacts and considers alternatives to the Project. 11-3

I. STATEMENT OF INTEREST

CARE CA is an unincorporated association of individuals and labor organizations that may be adversely affected by the potential public and worker health and safety hazards, and the environmental impacts of the Project. The coalition includes Redlands residents Michael Lopez, Scott Ortiz, Kevin Miller, Kevin Salas, the District Council of Ironworkers, Southern California Pipe Trades DC 16, along with their members, their families, and other individuals who live and work in the City of Redlands and San Bernardino County. 11-4

[4] City of Redlands, East Valley Corridor Specific Plan (September 5, 2017).
[5] MND, p. 2.
[6] MND Appendix A: Urban Crossroads, Air Quality Impact Analysis and Greenhouse Gas Analysis, (October 12, 2023).

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CARE CA advocates for protecting the environment and the health of their communities' workforces. CARE CA seeks to ensure a sustainable construction industry over the long-term by supporting projects that offer genuine economic and employment benefits, and which minimize adverse environmental and other impacts on local communities. CARE CA members live, work, recreate, and raise their families in the City of Redlands and San Bernardino County and the surrounding communities. Accordingly, they would be directly affected by the Project's environmental and health and safety impacts. Individual members may also work on the Project itself. They will be first in line to be exposed to any health and safety hazards that exist onsite. 11-4 Cont.

In addition, CARE CA has an interest in enforcing environmental laws that encourage sustainable development and ensure a safe working environment for its members. Environmentally detrimental projects can jeopardize future jobs by making it more difficult and more expensive for business and industry to expand in the region, and by making the area less desirable for new businesses and new residents. Indeed, continued environmental degradation can, and has, caused construction moratoriums and other restrictions on growth that, in turn, reduce future employment opportunities.

II. LEGAL BACKGROUND

Except in limited circumstances, CEQA requires that lead agencies analyze any project with potentially significant environmental impacts in an EIR.[7] The purpose of an EIR "is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR protects not only the environment, but also informed self-government."[8] The EIR has been described as "an environmental 'alarm bell' whose purpose is to alert the public and its responsible official to environmental changes before they have reached ecological points of no return."[9] 11-5

A negative declaration may be prepared instead of an EIR when, after preparing an initial study, a lead agency determines that a project "would not have a significant effect on the environment."[10] Courts have held that if "no EIR has been prepared for a nonexempt project, but substantial evidence in the record

[7] Pub. Resources Code, § 21000; CEQA Guidelines, § 15002.
[8] *Citizens of Goleta Valley v. Bd. of Supervisors* (1990) 52 Cal.3d 553, 564 (internal citations omitted).
[9] *County of Inyo v. Yorty* (1973) 32 Cal.App.3d 795, 810.
[10] *Quail Botanical Gardens v. City of Encinitas* (1994) 29 Cal.App.4th 1597; Pub. Resources Code, § 21080(c).

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supports a fair argument that the project may result in significant adverse impacts, the proper remedy is to order preparation of an EIR."[11] 11-5 Cont.

The presumption in favor of preparing an EIR, rather than a negative declaration, is reflected in the "fair argument" standard. Under that standard, the lead agency "shall" prepare an EIR whenever substantial evidence in the whole record before the agency supports a fair argument that a project may have a significant effect on the environment.[12] The fair argument standard creates a "low threshold" of favoring environmental review through an EIR, rather than through a negative declaration.

"Substantial evidence" required to support a fair argument is defined as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached."[13] "[I]n marginal cases where it is not clear whether there is substantial evidence that a project may have a significant effect on the environment, the lead agency shall be guided by the following principle: If there is disagreement among expert opinion supported by facts over the significance of an effect on the environment, the Lead Agency shall treat the effect as significant and shall prepare an EIR."[14]

With respect to this Project, the MND fails to satisfy the basic purposes of CEQA. The MND fails to adequately investigate, disclose, and analyze the Project's potentially significant impacts, and fails to provide substantial evidence to conclude that impacts will be mitigated to a less than significant level. Because the MND lacks basic information regarding the Project's potentially significant impacts, the MND's conclusion that the Project will have a less than significant impact on the environment is unsupported.[15] The City failed to gather the relevant data to support its finding of no significant impacts, and substantial evidence shows that the Project may result in potentially significant impacts. As detailed herein and in the attached expert comments substantial evidence supports a fair argument that the Project may result in significant and unmitigated impacts to air quality, public 11-6

[11] *Communities for a Better Environment v. South Coast Air Quality Management Dist.* (2010) 48 Cal.4th 310, 319-320.
[12] Pub. Resources Code, §§ 21080(d), 21082.2(d); CEQA Guidelines, §§ 15002(k)(3), 15064(f)(1), (h)(1); *Laurel Heights Improvement Assn. v. Regents of the Univ. of Cal.* (1993) 6 Cal.4th 1112, 1123; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 75, 82; *Stanislaus Audubon Society, Inc. v. County of Stanislaus* (1995) 33 Cal.App.4th 144, 1501-51; *Quail Botanical Gardens Found., Inc. v. City of Encinitas* (1994) 29 Cal.Appl.4th 1597, 1601-1602.
[13] CEQA Guidelines, § 15384(a).
[14] CEQA Guidelines, § 15064(g).
[15] Pub. Resources Code, § 21064.5.

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health, greenhouse gas emissions, noise and vibration, and cumulative impacts. The City must prepare an EIR that analyzes, discloses, and mitigates these impacts and which considers less environmentally damaging alternatives. 11-6 Cont.

III. THE MND FAILS TO PROVIDE A COMPLETE PROJECT DESCRIPTION

CEQA requires that an Initial Study include a description of the project and an identification of the environmental setting.[16] "An accurate and complete project description is necessary for an intelligent evaluation of the potential environmental impacts of the agency's action."[17] Accordingly, a lead agency may not hide behind its failure to obtain a complete and accurate project description.[18] Without a complete project description, the environmental analysis under CEQA is impermissibly limited, thus minimizing the project's impacts and undermining meaningful public review.[19] 11-7

CEQA Guidelines section 15378 defines "project" to mean "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment."[20] "The term "project" refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term project does not mean each separate governmental approval."[21] Courts have explained that a complete description of a project must "address not only the immediate environmental consequences of going forward with the project, but also all "*reasonably foreseeable* consequence[s] of the initial project."[22] Accordingly, a lead agency may not hide behind its failure to obtain a complete and accurate project description.[23]

[16] CEQA Guidelines, § 15063, subd. (d).
[17] *County of Inyo v. City of Los Angeles* (1977) 71 Cal.App.3d 185, 192-193.
[18] *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296, 311 ("*Sundstrom*").
[19] *See, e.g., Laurel Heights Improvement Assn. v. Regents of the Univ. of Cal.* (1988) 47 Cal.3d 376.
[20] CEQA Guidelines § 15378.
[21] *Id.*, § 15378(c).
[22] *Laurel Heights I,* 47 Cal. 3d 376, 398 (emphasis added); *see also Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal. 4th 412, 449-50.
[23] *Sundstrom v. County of Mendocino* ("*Sundstrom*") (1988) 202 Cal.App.3d 296, 311.

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A. The MND Fails to Identify Reasonably Foreseeable Uses of the Project Site

CEQA is concerned with a project's environmental impacts, regardless of who ultimately uses or operates a project.[24] Courts have held that where the tenant or type of business is foreseeable and there is evidence that an impact unique to that tenant or type of business will result, the CEQA document must disclose that information.[25] An EIR must include an analysis of the environmental effects of a proposed future use or action at a project site if: (1) it is a reasonably foreseeable consequence of the initial project; and (2) the future expansion or action will be significant in that it will likely change the scope or nature of the initial project or its environmental effects.[26] A failure to describe anticipated project operations can result in a flawed impact analysis, in violation of CEQA.[27] An EIR is required to "adequately apprise all interested parties of the true scope of the project for intelligent weighing of the environmental consequences of the project," otherwise, informed decisionmaking is precluded and the EIR may be deemed inadequate as a matter of law.[28] 11-8

Here, the Project is being developed for unknown future tenants, but for reasonably foreseeable future uses. The Development Application submitted for the Project provides that the Project is proposed to be built on a speculative basis without an identified tenant/user and may be utilized for warehousing and distribution of finished goods or manufacturing.[29] The MND likewise does not identify a tenant or end user for the Project's warehouse development. However, based on the Project's location and proposed construction, it is reasonably foreseeable that the Project may involve high-intensity warehouse uses such as high cube warehousing and cold storage. Absent conditions of approval limiting Project operation to low-intensity warehouse uses, future tenants would be able to operate these higher intensity uses. The impacts of high-intensity warehouse uses must therefore be analyzed in the CEQA document.

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[24] *Maintain Our Desert Env't v. Town of Apple Valley* (2004) 124 CA4th 430.
[25] *Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 CA4th 1184, 1213.
[26] *Laurel Heights I,* 47 Cal. 3d 376, 396.
[27] See *San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus* (1994) 27 Cal.App.4th 713, 722.
[28] *Id; City of Santee v. County of San Diego* (1989) 214 Cal.App.3d 1438, 1454-1455.
[29] Development Application Packet, City of Redlands Environmental Information Form, p. 3 (August 2, 2023), https://www.dropbox.com/scl/fi/fh2imae0hquusd702wpr8/Development-Application.pdf?rlkey=wcfpbt607suxac2jjea7dha2u&st=rkyjh5gj&dl=0.

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B. The MND Fails to Substantiate the Assumption that Project Operation Will Not Involve Cold Storage Uses

The MND analyses assume that the Project would not result in impacts associated with cold storage uses. This assumption lacks the support of substantial evidence, as the MND does not identify a tenant or end user for the warehouse. Further, this assumption is not reflected in any enforceable conditions related to Project use. In order for the City to correctly assume that the Project would not include cold storage, which is a common warehouse use,[30] the MND would need to include binding measures or conditions which limit warehouse use at the Project to prohibit cold storage. Absent such a restriction, it is reasonable to assume that future Project warehouse tenants may use the site for cold storage. The MND does not include a restriction on cold storage use, yet fails to analyze the elevated air quality, public health, and energy impacts of cold storage use at the Project site. As a result, the MND may substantially underestimate these impacts.

A cold storage warehouse generates greater environmental impacts than other types of warehouses. Cold storage generates more trips per square foot and has higher energy impacts due to the low temperatures required by the facility's transport refrigeration units ("TRUs") and on-site storage. TRUs are refrigeration systems powered by integral diesel engines.[31] The refrigeration systems are used to control the environment of temperature-sensitive products transported in insulated trucks, trailers, shipping containers, or railcars. The California Air Resources Board ("CARB") states that TRUs emit diesel particulate matter ("DPM"), fine particulate matter ("PM2.5"), oxides of nitrogen ("NOx"), and GHGs while in transit and during stationary operation at refrigerated warehouses or distribution centers, grocery stores, seaport facilities, intermodal railyards, and other locations of operation. CARB explains that communities near facilities where TRUs operate bear a disproportionate health burden:

11-9

> PM2.5 pollution contributes to more fatalities than other air pollutants and can lodge deep in the lungs or pass through the lungs to enter the blood stream and affect the heart, brain, and other organs. Adverse health effects

[30] See e.g. https://www.inboundlogistics.com/articles/cold-storage-warehouse/ (cold storage warehouses are "commonly used for storing fresh produce, dairy products, and other perishable items that require a cool but not frozen environment… The importance and popularity of cold storage warehouses have soared in recent years, driven by shifting consumer preferences, growing populations, and increased spending–especially when it comes to frozen food, probiotics, pharmaceuticals, or fresh produce.")

[31] California Air Resources Board, 2022 TRU Technology Assessment, pg. 1, https://ww2.arb.ca.gov/sites/default/files/2022-10/CARB%202022%20TRU%20Technology%20Assessment%2010-14-22.pdf.

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> from long-term exposure to PM2.5 pollution include increased risk of heart attacks and heart disease, impaired lung development in children, the development and exacerbation of asthma, and premature death. NOx is a precursor to ozone, which can cause irritation and damage lung tissue, worsen asthma and chronic illnesses including obstructive pulmonary disease and reduce lung function.[32]

11-9 Cont.

CARB also explains that TRUs' emissions of GHGs contribute towards climate change,[33] and that TRUs generate noise impacts: "TRU operations produce noise that can be problematic when deliveries that often occur late evening or early morning are near residential neighborhoods, hotels, hospitals, and elder care facilities… One study conducted by LSA Associates found that a diesel-powered TRU operating at high idle produces an A-weighted decibel (dBA) noise rating of 104 dBA, while a diesel truck at idle produces a noise rating of 96 dBA."[34]

By assuming the Project will not include cold storage, the MND may drastically underestimate the Project's impacts in each of these areas. The MND does not provide supporting evidence demonstrating that cold storage uses would be absent from the Project site for the duration of the Project's life. Due to ever-increasing population and market demands in Southern California, it is reasonably foreseeable that the Project may attract end users, either now or in future years of the Project's life, which require cold storage. As a result, the MND's assumption is not supported by substantial evidence. Rather, it is reasonably foreseeable that some of the 357,610 SF Project site may support cold storage end uses in the future.

In the California Attorney General's ("AG") guidance for warehouse projects, the AG recommends that, unless a developer adopts mitigation measures limiting cold storage impacts, the developer should record a covenant on the title of the underlying property to ensuring that the property cannot be used to provide refrigerated warehouse space.[35] The City should include such a title restriction for the Project unless the MND is revised to analyze and mitigate impacts associated with a more conservative and fact-based cold-storage use percentage.

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[32] California Air Resources Board, 2022 TRU Technology Assessment, pg. 10.
[33] *Id.*, pg. 10.
[34] *Id.*, pg. 17-18.
[35] *Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act (Updated September 2022)*, pg. 9, available at https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf ("Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide refrigerated warehouse space, constructing electric plugs for electric transport refrigeration units at every dock door and requiring truck operators with transport refrigeration units to use the electric plugs when at loading docks.").

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C. The Project Description Fails to Include Reasonably Foreseeable Backup Generators

The MND fails to disclose potential backup/emergency stationary generators for the Project's operations. The MND's project description does not address whether backup generators are a reasonably foreseeable component of the Project, and the MND's technical analyses assume no backup generators will be installed for operations. The MND does not disclose any conditions or mitigation measures that limit or prevent use of backup generators. The MND must disclose and analyze the potential use of backup generators because (1) they are a reasonably foreseeable use and consequence of the Project, and (2) the use of backup generators will expand the Project's environmental effects.

In *East Oakland Stadium Alliance v. City of Oakland*,[36] the Court of Appeal upheld an EIR's analysis of emissions from backup generators. The EIR's analysis assumed that generators would operate for 50 hours of testing and maintenance annually, while allocating no time for actual emergency use. In discussing the lead agency's duty to analyze backup generator emissions, the Court stated that "if the annual need for emergency generator use is reasonably foreseeable, the EIR was not entitled to disregard such use merely because it would occur at unpredictable times."[37] The Court explained that use of a generator was reasonably foreseeable because, "[a]s noted in the EIR, some parts of the Bay Area are subject to predictable, sustained power outages undertaken to reduce the risk of fire."[38] Thus, "[t]he EIR was required to make neither a generally applicable nor a worst-case assumption; rather it was required to make a reasonable estimate of likely annual use of the generators at the project site."[39] 11-10

Here, as in *East Oakland Stadium Alliance*, back-up generators are a reasonably foreseeable consequence of the Project due to increasingly common Public Safety Power Shutoff ("PSPS") events and extreme heat events. Extreme heat events ("EHE") are defined as periods where in the temperatures throughout California exceed 100 degrees Fahrenheit.[40] From January 2019 through December 2019, Southern California Edison reported 158 of their circuits underwent a PSP event.[41] In Los Angeles County, two circuits had 4 PSPS events during that period,

[36] (2023) 889 Cal. App. 5th 1226.
[37] *Id.* at 1252.
[38] *Id.* at 1253.
[39] *Id.*
[40] Governor of California. 2021. Proclamation of a state of emergency. June 17, 2021.
[41] SCAQMD. 2020. Proposed Amendment To Rules (PARS) 1110.2, 1470, and 1472. Dated December 10, 2020. http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1110.2/1110-2_1470_1472/par1110-2_1470_wgm_121020.pdf?sfvrsn=6.

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lasting an average of 35 to 38 hours. The total duration of the PSPS events lasted between 141 hours to 154 hours in 2019. According to the California Public Utilities Commission (CPUC) de-energization report[42] in October 2019, there were almost 806 PSPS events that impacted almost 973,000 customers (~7.5% of households in California) of which ~854,000 of them were residential customers. The California Air Resources Board estimates that with 973,000 customers impacted by PSPS events in October 2019, approximately 125,000 back-up generators were used by customers to provide electricity during power outage.[43] The widespread use of back-up generators to adapt to PSPS and EHE events suggests that back-up generators are a reasonably foreseeable consequence of the Project.

11-10 Cont.

Further demonstrating that backup generators are reasonably foreseeable is the possibility that the Project may include cold storage. A cold storage warehouse has the ability to keep temperature sensitive items in a temperature-controlled environment, which requires a constant energy supply to power refrigeration. Cold storage warehouses thus commonly utilize backup generators.[44] Backup generators commonly rely on fuels such as natural gas or diesel,[45] and thus can significantly impact air quality, GHG emissions, and public health through toxic DPM emissions.[46] Since the Project may include cold storage, it is reasonably foreseeable that the Project would require on-site backup generators.

[42] https://www.cpuc.ca.gov/deenergization/ as cited in CARB, 2020. Potential Emission Impact of Public Safety Power Shutoff (PSPS), Emission Impact: Additional Generator Usage associated With Power Outage..
[43] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps.
[44] California Air Resources Board, Comments re: Notice of Preparation (NOP) for the United States Cold Storage Hesperia Project (Project) Draft Environmental Impact Report (DEIR), State Clearinghouse No. 2020069036 (July 24, 2020), available at https://ww2.arb.ca.gov/sites/default/files/classic//toxics/ttdceqalist/uscoldstorage.pdf (stating that the HRA prepared for the Project should account for all potential health risks from Project-related diesel PM emission sources such as backup generators, TRUs, and heavy-duty truck traffic); Kusing Power Generator, http://ksdieselgenerator.com/2019/backup-generator-for-cold-storage-room.html, last visited 6/21/2021 ("Backup power supply is necessary for cold storage room to remain functional to avoid deterioration of high value-added goods such as vegetables and food stored in the room after long period of power failure"); East Coast Power Systems, Electrical Power Systems for Warehouses, https://www.ecpowersystems.com/resources/electrical-power-systems/electrical-power-systems-for-warehouses/ (explaining that some warehouses that deal with refrigeration have to have multiple power backup generators by law).
[45] SCAQMD, Fact Sheet on Emergency Backup Generators, http://www.aqmd.gov/home/permits/emergency-generators ("Most of the existing emergency backup generators use diesel as fuel").
[46] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps (showing

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Generators can emit criteria air pollutants, greenhouse gases, and toxic air contaminants ("TACs"). Backup generators commonly rely on fuels such as natural gas or diesel,[47] and thus can significantly impact public health through DPM emissions.[48] Diesel back-up generators emit significant amounts of Nitrogen Oxides ("NOx"), sulfur dioxides ("SO2"), particulate matter ("PM10"), carbon dioxide ("CO2"), carbon monoxide ("CO"), and volatile organic compounds ("VOC").[49]

11-10 Cont.

that generators commonly rely on gasoline or diesel, and that use of generators during power outages results in excess emissions); California Air Resources Board, Use of Back-up Engines for Electricity Generation During Public Safety Power Shutoff Events (October 25, 2019), available at https://ww2.arb.ca.gov/resources/documents/use-back-engines-electricity-generation-during-public-safety-power-shutoff ("When electric utilities de-energize their electric lines, the demand for back-up power increases. This demand for reliable back-up power has health impacts of its own. Of particular concern are health effects related to emissions from diesel back-up engines. Diesel particulate matter (DPM) has been identified as a toxic air contaminant, composed of carbon particles and numerous organic compounds, including over forty known cancer-causing organic substances. The majority of DPM is small enough to be inhaled deep into the lungs and make them more susceptible to injury. Much of the back-up power produced during PSPS events is expected to come from engines regulated by CARB and California's 35 air pollution control and air quality management districts (air districts)").

[47] SCAQMD, Fact Sheet on Emergency Backup Generators, http://www.aqmd.gov/home/permits/emergency-generators ("Most of the existing emergency backup generators use diesel as fuel").

[48] California Air Resources Board, Emission Impact: Additional Generator Usage Associated with Power Outage (January 30, 2020), available at https://ww2.arb.ca.gov/resources/documents/emissions-impact-generator-usage-during-psps (showing that generators commonly rely on gasoline or diesel, and that use of generators during power outages results in excess emissions); California Air Resources Board, Use of Back-up Engines for Electricity Generation During Public Safety Power Shutoff Events (October 25, 2019), available at https://ww2.arb.ca.gov/resources/documents/use-back-engines-electricity-generation-during-public-safety-power-shutoff ("When electric utilities de-energize their electric lines, the demand for back-up power increases. This demand for reliable back-up power has health impacts of its own. Of particular concern are health effects related to emissions from diesel back-up engines. Diesel particulate matter (DPM) has been identified as a toxic air contaminant, composed of carbon particles and numerous organic compounds, including over forty known cancer-causing organic substances. The majority of DPM is small enough to be inhaled deep into the lungs and make them more susceptible to injury. Much of the back-up power produced during PSPS events is expected to come from engines regulated by CARB and California's 35 air pollution control and air quality management districts (air districts)").

[49] University of California, Riverside Bourns College of Engineering—Center for Environmental Research and Technology, Air Quality Implications Of Backup Generators In California, (March 2005), pg. 8, available at https://citeseerx.ist.psu.edu/document?repid=rep1&type=pdf&doi=84c8463118e4813a117db3d768151a8622c4bf6b; South Coast AQMD, Fact Sheet on Emergency Backup Generators ("Emissions of Nitrogen Oxides (NOx) from diesel-fired emergency engines are 200 to 600 times greater, per unit of electricity produced, than new or controlled existing central power plants fired on natural gas. Diesel-fired engines also produce significantly greater amounts of fine particulates and toxics

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Omission of a generator system results in an underestimation of the Project's air quality, greenhouse gas, and health risk impacts. 11-10 Cont.

In sum, omission of the Project's generator results in an underestimation of the Project's reasonably foreseeable air quality, greenhouse gas, energy, and health risk impacts. The MND must be withdrawn and an EIR prepared to resolve this project description inconsistency and correct the affected impacts analyses to accurately disclose the Project's potentially significant impacts.

D. The Project Description Fails to Include Reasonably Foreseeable Use and Transport of Hazardous Materials

The MND also contains conflicting descriptions of future uses, further demonstrating the inconsistencies in the City's impact assumptions. The MND initially states that "future items to be stored for distribution would include non-hazardous, non-flammable products on high-pile storage pallet racking and shelving."[50] However, the MND does not include mitigation measures or conditions prohibiting storage of hazardous items. The MND later states that the Project will include "[t]he storage of hazardous materials… kept in compliance with State and local regulations."[51] The transport and storage of hazardous materials may result in potentially significant impacts which are not discussed or analyzed in the MND due to its fluctuating description of Project operations. 11-11

Since the Project is being designed to be capable of supporting intensive warehouse distribution, and potentially cold storage and hazardous materials transport uses at the Project site, the City must prepare an EIR to include specific use information and to analyze the impacts of the most intensive reasonably foreseeable uses of the Project site. The EIR must also include all known information about the types of future users at the Project site. The MND must be withdrawn and an EIR circulated which adequately describes the Project's reasonably foreseeable future users before the Project can lawfully be approved.

IV. THE MND FAILS TO ADEQUATELY ANALYZE THE PROJECT'S ENVIRONMENTAL SETTING 11-12

CEQA requires that an Initial Study include a description of the project and

emissions compared to natural gas fired equipment."), available at http://www.aqmd.gov/home/permits/emergency-generators#Fact2.

[50] MND, p. 2.

[51] MND, p. 35.

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an identification of the environmental setting.[52] CEQA requires that a lead agency include a description of the physical environmental conditions in the vicinity of the Project as they exist at the time environmental review commences.[53] As numerous courts have held, the impacts of a project must be measured against the "real conditions on the ground."[54] The description of the environmental setting constitutes the baseline physical conditions by which a lead agency may assess the significance of a project's impacts.[55] Use of the proper baseline is critical to a meaningful assessment of a project's environmental impacts.[56] An agency's failure to adequately describe the existing setting contravenes the fundamental purpose of the environmental review process, which is to determine whether there is a potentially substantial, adverse change compared to the existing setting.

11-12 Cont.

The CEQA Guidelines call for the environmental baseline to reflect conditions as they exist early in the CEQA process. The CEQA Guidelines specify that the physical environmental conditions at the time the notice of preparation is published or, if there is no notice of preparation, at the time environmental review begins "will normally constitute the baseline physical conditions by which a lead agency determines whether an impact is significant."[57] The CEQA Guidelines also provide that in assessing a project's impacts on the environment, the lead agency should "normally limit its examination to the existing physical conditions in the affected area" at the same stage of the CEQA process.[58]

Baseline information on which a lead agency relies must be supported by substantial evidence.[59] The CEQA Guidelines define "substantial evidence" as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion."[60] "Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion

[52] CEQA Guidelines, § 15063, subd. (d).
[53] CEQA Guidelines, § 15125, subd. (a).
[54] *Save Our Peninsula Com. v. Monterey Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 121-22; *City of Carmel-by-the Sea v. Bd. of Supervisors* (1986) 183 Cal.App.3d 229, 246.
[55] CEQA Guidelines, § 15125, subd. (a).
[56] *Communities for a Better Environment v. South Coast Air Quality Management District* (2010) 48 Ca.4th 310, 320.
[57] 14 Cal Code Regs §15125(a).
[58] 14 Cal Code Regs §15126.2.
[59] *CBE v. SCAQMD, supra,* 48 Ca.4th at 321 (stating "an agency enjoys the discretion to decide […] exactly how the existing physical conditions without the project can most realistically be measured, subject to review, as with all CEQA factual determinations, for support by substantial evidence"); *see Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435.
[60] CEQA Guidelines §15384.

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supported by facts ... [U]nsubstantiated opinion or narrative [and] evidence which is clearly inaccurate or erroneous ... is not substantial evidence."[61]

11-12 Cont.

A. The MND Relies on an Inadequate Baseline Against Which to Analyze Project's Air Quality and Greenhouse Gas Impacts

The California Supreme Court, in *Communities for a Better Environment v. South Coast Air Quality Management District* ("*CBE v. SCAQMD*"),[62] recognized that "the baseline 'normally' consists of 'the physical environmental conditions in the vicinity of the project, as they exist at the time ... environmental analysis is commenced....'"[63] This decision considered a long line of Court of Appeal decisions that hold, in similar terms, that the impacts of a proposed project are ordinarily to be compared to the actual environmental conditions existing at the time of CEQA analysis.[64] This line of authority includes cases where a plan or regulation allowed for greater development or more intense activity than had so far actually occurred, as well as cases where actual development or activity had, by the time CEQA analysis was begun, already exceeded that allowed under the existing regulations.[65]

11-13

In *CBE v. SCAQMD*, the Supreme Court identified circumstances under which a lead agency could deviate from the "normal" baseline of conditions existing at the date the Notice of Preparation is released. ConocoPhillips had applied to modify an operating petroleum refinery in a way that would increase operation of

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[61] Pub. Resources Code § 21082.2(c).
[62] (2010) 48 Cal. 4th 310, 321 (agency erred in using boilers' maximum permitted operational levels as a baseline when operation of the boilers at maximum levels was not the norm).
[63] *CBE v. SCAQMD, supra,* 48 Ca.4th 310, 327–328, citing Guidelines, § 15125, subd. (a)
[64] *Environmental Planning Information Council v. County of El Dorado* (1982) 131 Cal.App.3d 350, 354, 357-358 (effects of a proposed area plan for land development must be compared to the existing physical conditions in the area, rather than to development permitted under the county's general plan); *City of Carmel-by-the-Sea v. Board of Supervisors* (1986) 183 Cal.App.3d 229, 246-247 (effects of rezoning must be compared to the existing physical environment, rather than to development allowed under a prior land use plan); *County of Amador v. El Dorado County Water Agency* (1999) 76 Cal.App.4th 931, 955 (baseline for water diversion project was actually existing stream flows, not minimum stream flows set by federal license); *Save Our Peninsula Committee v. Monterey County Bd. of Supervisors* (2001) 87 Cal.App.4th 99, 121 (water use baseline for analysis of proposed land development was actual use without the project, not what the applicant was entitled to use for irrigation); *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 658 (baseline for proposed expansion of a mining operation must be the "realized physical conditions on the ground, as opposed to merely hypothetical conditions allowable under existing plans"); *Woodward Park Homeowners Assn., Inc. v. City of Fresno* (2007) 150 Cal.App.4th 683, 693, 706-710 (effects of a large office and shopping center development must be compared to the current undeveloped condition of the property, rather than to an office park that could be developed under existing zoning).
[65] *CBE v. SCAQMD*, *supra,* 48 Ca.4th 310, 321.

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four boilers that produced steam for refinery operations.[66] The lead agency selected as the project's baseline for nitrogen oxide emissions the amount the boilers would emit if they operated at the maximum level allowed under ConocoPhillips's existing permits, even though ConocoPhillips had never operated them at that level.[67] Citing that refinery operations "vary greatly with the season, crude oil supplies, market conditions, and other factors,"[68] the court explained that agencies may exercise discretion to accommodate a "temporary lull or spike in operations that happens to occur at the time of environmental review."[69] The Court held that a lead agency enjoys the discretion to decide how the existing physical conditions can most realistically be measured, supported by substantial evidence.[70] The Court rejected the "maximum level permitted" baseline because it did not aim to reflect existing conditions.

11-13 Cont.

Some subsequent cases,[71] as well as the CEQA Guidelines,[72] have allowed lead agencies to deviate from using the NOP date as the baseline when assessing existing facilities/operations in limited situations "where conditions change or fluctuate over time." However, in most cases, the facility/operation was still operating to some extent at the time of the NOP.[73]

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[66] *Id.* at 318.
[67] *Id.* at 316.
[68] *Id.* at 327.
[69] *Id.* at 328.
[70] *Id.*
[71] *See North County Advocates v. County of Carlsbad* (2015) 241 Cal.App.4th 94, 105 (upholding use of recent historical traffic levels as a baseline for currently operating shopping mall with greater-than-usual vacancies, noting that "the nature of a shopping center is that tenants change and the amount of occupied space constantly fluctuates"); *San Francisco Baykeeper, Inc. v. State Lands Commission* (2015) 242 CA4th 202, 218 (upholding a baseline for a continuously operating sand mine that was derived from 5 years of historical mining operations, noting that the amount of sand mined fluctuates substantially from year to year due to a variety of factors); *Association of Irritated Residents v. Kern County Board of Supervisors* (2017) 17 CA5th 708, 709 (upholding baseline based on oil refinery's last year of full operations, noting that the facility was currently in operation at the time of the NOP and its permits remained in place); *Cherry Valley Pass Acres & Neighbors v. City of Beaumont* (2010) 190 CA4th 316 (upholding baseline closely approximating historic water use of egg farm in 2004, noting that egg farm only ceased operations after NOP date in 2005).
[72] CEQA Guidelines, Section 15125(a)(1) (providing, "[w]here existing conditions change or fluctuate over time, and where necessary to provide the most accurate picture practically possible of the project's impacts, a lead agency may define existing conditions by referencing historic conditions, or conditions expected when the project becomes operational, or both, that are supported with substantial evidence. In addition, a lead agency may also use baselines consisting of both existing conditions and projected future conditions that are supported by reliable projections based on substantial evidence in the record").
[73] *See* note 57.

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11-13 Cont.

For example, in *Association of Irritated Residents v. Kern County Board of Supervisors*,[74] the court reviewed the baseline set for an oil refinery that temporarily suspended refining operations at the time of the NOP. The baseline was set at operating levels of the facility in 2007, when the refinery was operating at full capacity, whereas in 2013, the date of the NOP, no refining operations were occurring. The court articulated the baseline analysis as such:[75]

> Our analysis of County's treatment of the baseline question breaks the County's approach into two factual components. The first inquiry considers the basic question of whether County has a sufficient evidentiary basis for finding existing conditions included an *operating* refinery. If that finding is upheld, the second inquiry addresses whether substantial evidence supports County's choice of 2007 as a *realistic measure* of the baseline physical conditions created by the refinery's operations. [emphasis in original text]

To the first inquiry, the court "conclude[d] the EIR's choice of 2007 as the measure of an existing conditions baseline for an operating refinery (1) was supported by substantial evidence."[76] The court noted that suspension of operations was intended as temporary, and that the refinery had a "history of fluctuating operations"[77] – the refinery frequently started and stopped refining operations. The court noted as relevant that when the refinery suspended operations at the time of the NOP, the refinery "continued other operations and activities. Those continuing activities included managing inventory, blending and marketing fuels, and functioning as a terminal for crude oil and finished petroleum products."[78] To the second inquiry, substantial evidence supported that the 2007 figure was a reasonable representation of the operations actually performed at the refinery because there had been only a temporary suspension of activity at the refinery, not the permanent closure of an unrelated former use, as here.[79]

In *North County Advocates v. County of Carlsbad*,[80] the court upheld the use of recent historical traffic levels as a baseline for an operating shopping mall with that had greater-than-usual vacancies. Specifically, a large department store retail space in the mall was vacant at the time of the NOP. In determining the scope of baseline operations, the court analyzed the historical occupancy of the mall. The court noted that, although the retail space in question was vacant at the time

[74] (2017) 17 CA5th 708.
[75] *Id.* at 728.
[76] *Id.* at 718.
[77] *Id.*
[78] *Id.* at 720.
[79] *Id.* at 729.
[80] (2015) 241 Cal.App.4th 94.

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CEQA review commenced, the mall remained operational. The court observed that the department store retail space within the mall frequently fluctuated in occupancy – for instance, "the Robinsons-May space was less occupied from 2007 through 2009 (two retail users occupied part of it from August 2006 through December 2007, and two others occupied part of it from August through November in 2008 and in 2009."[81] The court concluded, "[w]e view this fluctuating occupancy—which is 'the nature of a shopping center'—as akin to the varying oil refinery operations in *Communities for a Better Environment*."[82] Therefore, the court permitted the shopping center to use a baseline that assumed the department store retail space was occupied since it was a component of the mall, which remained operational.

11-13 Cont.

Here, the City incorrectly claimed a baseline credit for a wholly shuttered former use that is unrelated to the proposed Project. The site was formerly developed as the Splash Kingdom amusement park, which closed in 2018, and was demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures.[83] Unlike the shopping mall in *North County Advocates*, which sought to fill a vacant space in an existing mall, or the refinery in *AIR v. Kern*, which had ongoing refining operations at the time of the NOP, the Project has no relationship to the former water park and is not an expansion or replacement of components of an existing facility. The facts of the Project do not allow the City to take any credit for baseline operations based on the shuttered waterpark that occupied the site before 2021.

11-14

The Notice of Intent to Adopt this MND was released on March 26, 2024. At that time, the Project site contained only the demolished Splash Kingdom's abandoned attractions and structures.[84] The MND provides that "because the site was previously developed with an amusement park, the Air Quality Impact Analysis utilized the past emissions values as the existing condition baseline for the Proposed Project's new development emissions."[85] This is incorrect. The City's choice to use fictitious emissions values as the existing baseline is misplaced. The "normal" baseline described in *CBE v. SCAQMD*, which should reflect the physical environmental conditions in the vicinity of the project, as they exist at the time environmental analysis is commenced, is of a vacant developed lot.[86] No sources of

[81] DEIR, pg. 15.
[82] *Id.*
[83] MND, p. 2; 20.
[84] MND, p. 2.
[85] MND, p. 13.
[86] *CBE v. SCAQMD*, *supra,* 48 Ca.4th 310, 327–328, citing Guidelines, § 15125, subd. (a).

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emissions are operational at the Project Site, or have been since the water park's closure in 2018 or demolition in 2021.[87] 11-14 Cont.

The MND fails to provide substantial evidence to justify deviation from the "normal" baseline. The MND cannot provide this evidence because operations of the water park on the Project site had completely ceased, which makes this case plainly distinguishable from *Association of Irritated Residents v. Kern County Board of Supervisors*,[88] *CBE v. SCAQMD*,[89] *North County Advocates v. County of Carlsbad*,[90] and other leading cases[91] allowing use of recent historical conditions as a baseline. Those cases all involved operations active at the time of the NOP experiencing a temporary "lull" due to their "history of fluctuating conditions."[92] Here, the Project involves a completely vacated facility at the date of the Notice of Intent; Splash Kingdom did not merely halt operations for a period – it completely vacated the premises. There is no evidence that Splash Kingdom expects to reoccupy the Project site, or that water parks are businesses where operations are expected to vacate and reoccupy warehouse facilities due to regularly fluctuating conditions. Therefore, the MND lacks evidence for finding existing conditions included an *operating* amusement park.

The CEQA Guidelines state that existing conditions may be defined "by referencing historic conditions" that are supported by substantial evidence, "where necessary to provide the most accurate picture practically possible of the project's impacts."[93] A departure from the normal use of existing baseline conditions "can be justified by substantial evidence that an analysis based on existing conditions would tend to be misleading or without informational value"[94] Here, the record contains no substantial evidence that analysis based on existing conditions would be misleading or without informational value. If the Project were not to proceed, the site would remain an empty lot continuing to emit no greenhouse gas emissions, air quality impacts, health risk, or traffic impacts.

In fact, it is misleading to rely on a fictitious baseline. Dr. Clark determined that the reliance on an inaccurate baseline results in an underestimation of Project emissions.[95] Specifically, the reliance on fictitious emissions associated with a 11-14

[87] Clark Comments, p. 4.
[88] (2017) 17 CA5th 708.
[89] (2010) 48 Ca.4th 310, 320.
[90] (2015) 241 Cal.App.4th 94.
[91] *See* note 57.
[92] *Id.*
[93] 14 Cal Code Regs §15125(a)(1).
[94] *Neighbors for Smart Rail v. Exposition Metro Line Construction Authority* (2013) 57 Cal.4th 439, 457.
[95] Clark Comments, p. 4.

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historical use of a water park to reduce Net GHG Emissions from the Project results in a gross miscalculation of the Project's potentially significant greenhouse gas emissions impacts.[96] The MND's analysis includes a calculation that Net Emissions is calculated by subtracting Existing Emissions from the Proposed Emissions from Total CO2 emissions.[97] See figure below. The MND's conclusions based on subtracting the fictitious 2,228.88 Existing Emissions from the Total Emissions of 3,534.58, are incorrect.[98] Total and Net Emissions remain 3,534.58. The reliance on fictitious "Existing Emissions" to reduce the Project's Net Emissions is inaccurate and results in inaccurate Greenhouse Gas Emissions impact assessment.[99] Dr. Clark concludes, therefore, that the City's analysis is incomplete and must be revised in an EIR circulated for public review.

11-15 Cont.

Table 6
Project GHG Emissions

Emission Source	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e
Annual construction-related emissions amortized over 30 years	27.47	0.0	0.0	0.02	28.10
Mobile Source	3,072.72	0.20	0.34	4.31	3,183.19
Area Source	7.25	0.00	0.00	0.00	7.28
Water Usage	116.44	2.70	0.06	0.00	203.26
Waste	31.91	3.19	0.00	0.00	111.64
Refrigerants	0.00	0.00	0.00	1.11	1.11
Total CO2e (All Sources)	**3,534.58**				
Existing Emissions	2,228.88				
Net Emissions (Proposed – Existing)	**1,305.70**				

The Air Quality Analysis in the MND relies on the same fictitious baseline to determine air quality and health risk impacts. All the Project's baseline conditions are those existing from 2018 onward, following the closure of the Splash Kingdom amusement park.

The City lacks substantial evidence to support its reliance on fully operational amusement park baselines to inform its analysis of the Project's impacts. The MND must be withdrawn and an EIR circulated to include baseline analyses which reflect the conditions existing at the Project site at the time of the Notice of Intent, and to revise any impact analyses that utilized these erroneous baselines.

[96] Clark Comments, p.
[97] MND, p. 32.
[98] *Id.*
[99] Clark Comments, p. 4.

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B. The MND Fails to Analyze the Site's Baseline Noise Environment Against Which to Analyze Project's Noise and Vibration Impacts

Mr. Meighan, CARE CA's expert noise consultant at Wilson Ihrig concludes that the MND fails to include an accurate ambient noise analysis. The MND fails to include any measurements of existing ambient noise conditions on the Project site against which to measure the Project's potentially significant noise and vibration impacts. The MND defines the ambient noise level, but does not calculate it. The MND provides that, "Ambient Noise Level [means]: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location."[100] "Given the proximity to both local streets and Interstate 10 (I-10), along with noise from nearby residences and commercial parking lots, as well as shielding from the main noise source of I-10, noise levels should be physically measured to be accurately determined."[101] 11-16

The MND's failure to analyze the existing environmental setting with respect to noise results in an inadequate analysis of the Project's potential increase in noise above the ambient noise levels in the vicinity of the Project site. The MND's conclusion that "the Proposed Project would not generate substantial permanent increase in ambient noise levels in the vicinity of the Project" is therefore not supported by substantial evidence.[102] The MND must be withdrawn and an EIR circulated which accurately characterizes the environmental setting with respect to noise and adequately analyzes and mitigates potentially significant noise and vibration impacts before the Project can lawfully be approved.

V. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT AIR QUALITY IMPACTS 11-17

An EIR must fully disclose all potentially significant impacts of a project, and implement all feasible mitigation to reduce those impacts to less than significant levels. The lead agency's significance determination with regard to each impact must be supported by accurate scientific and factual data.[103] An agency cannot

[100] MND, p. 44.
[101] Meighan Comments, p. 3.
[102] MND, p. 46.
[103] 14 CCR § 15064(b).

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conclude that an impact is less than significant unless it produces rigorous analysis and concrete substantial evidence justifying the finding.[104] 11-17 Cont.

Moreover, the failure to provide information required by CEQA is a failure to proceed in the manner required by CEQA.[105] Challenges to an agency's failure to proceed in the manner required by CEQA, such as the failure to address a subject required to be covered in an EIR or to disclose information about a project's environmental effects or alternatives, are subject to a less deferential standard than challenges to an agency's factual conclusions.[106] In reviewing challenges to an agency's approval of an EIR based on a lack of substantial evidence, the court will "determine de novo whether the agency has employed the correct procedures, scrupulously enforcing all legislatively mandated CEQA requirements."[107] Even when the substantial evidence standard is applicable to agency decisions to certify an EIR and approve a project, reviewing courts will not 'uncritically rely on every study or analysis presented by a project proponent in support of its position. A clearly inadequate or unsupported study is entitled to no judicial deference.'"[108]

A. The MND Fails to Use Actual Truck Trip Lengths, Resulting in an Underestimation of Vehicle Emissions

The MND's conclusion that air quality impacts are less than significant is not supported by substantial evidence. To the contrary, emissions from diesel trucks will result in significant air quality impacts associated with the emissions of Toxic Air Contaminants ("TACs").[109] The City's own General Plan Update and Climate Action Plan EIR provide that "CARB has identified diesel engine exhaust particulate matter as the predominant TAC in California. Diesel particulate matter is emitted into the air by diesel-powered mobile vehicles, including heavy-duty diesel trucks, construction equipment, and passenger vehicles. Certain ROGs may also be designated as TACs."[110] 11-18

The MND includes an inaccurate calculation of the Project's air quality impacts by underestimating the vehicle miles traveled of the trucks ingressing and egressing the Project site. The MND provides:

[104] *Kings Cty. Farm Bur. v. Hanford* (1990) 221 Cal.App.3d 692, 732.
[105] *Sierra Club v. State Bd. Of Forestry* (1994) 7 Cal.4th 1215, 1236.
[106] *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 435.
[107] *Id.*; *Madera Oversight Coal., Inc. v. County of Madera* (2011) 199 Cal. App. 4th 48, 102.
[108] *Berkeley Jets*, 91 Cal.App.4th at 1355.
[109] Clark Comments, p. 8.
[110] City of Redlands, Revised Draft Environmental Impact Report for the Redlands General Plan Update and Climate Action Plan, p. 3.3-4.

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> To determine emissions from trucks for the proposed industrial uses, the analysis incorporated the SCAQMD recommended truck trip length of 15.3 miles for 2-axle (LHDT1, LHDT2), 14.2 miles for 3-axle (MHDT) trucks, and 39.9 miles for 4+-axle (HHDT) trucks and weighting the average trip lengths using traffic trip percentages. The trip length function for the warehouse and the general light industrial uses has been conservatively calculated to 30.34 miles and 29.84 miles, respectively, with an assumption of 100% primary trips for the proposed industrial land uses.

11-18 Cont.

According to the Air Quality Analysis[111] for the IS/MND, the SCAQMD recommended truck trip length of 40 (39.9) miles was incorporated in the CalEEMod analysis. Guidance from SCAQMD does not require a 40-mile truck trip, rather as stated in the SCAQMD's Final Environmental Assessment and Adoption of Proposed Rule 2305 – Warehouse Indirect Source Rule (WAIRE), the trip length for Class 8 trucks (heavy duty multi-axle trucks) are assumed to travel 39.9 miles per trip based on modeling conducted for the 2016 Regional Transportation Plan (RTP) from SCAG and the 2016 Air Quality Management Plan (AQMP).[112] SCAQMD has explained that this guidance is not intended to replace an analysis of actual truck trip distances to and from the ports.[113]

The MND's reliance on 39.9 miles per trip average is therefore misplaced. Contrary to the MND's assertion, the 40-mile trip length is not "required" by SCAQMD. It is a default average value recommended by SCAQMD for use in CalEEMod modeling in the absence of more specific data. CalEEMod explains that default values are only intended to be used "if site-specific information is not available."[114] And CEQA requires that significance determinations be "based to the extent possible on scientific and factual data."[115] The MND is inconsistent with this requirement because it lacks any evidence to support the assumption that truck trips to and from the Project site would be just 40 miles long. In particular, the MND does not identify any originating locations or destinations for the Project's

[111] Urban Crossroads. 2023. 1101 California Warehouse Air Quality Impact Analysis, City of Redlands. Dated October 12, 2023. Pg. 42
[112] SCAQMD. 2021. BOARD MEETING DATE: MAY 7, 2021 AGENDA NO. 27 pg 815. http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf
[113] See 11/22/2023 SCAQMD letter to City of Fontana re: Draft Subsequent Environmental Impact Report for the Hemlock Warehouse Development Project (Proposed Project) (SCH No.: 2009091089), Hemlock FSEIR pp. 2-6 to 2-10, available at https://www.fontanaca.gov/DocumentCenter/View/43908/Hemlock-Final-SEIR-Feb-2024.
[114] CalEEMod Users Guide, p. 2, available at https://www.caleemod.com/documents/user-guide/CalEEMod_User_Guide_v2022.1.pdf.
[115] 14 CCR § 15064(b)(1).

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warehouse products which are 40 miles (or less) from the Project site. The MND therefore lacks substantial evidence to support its reliance on 40-mile truck trips. 11-18 Cont.

The actual conditions of the Project potentially result in a far higher average truck trip.[116] CARE CA's expert Dr. Clark provided substantial evidence demonstrating that the nearest ports, which are common originating and destination locations for warehouse supply shipments, are at least 80 miles from the Project site, supporting a more reasonable conclusion that average truck trips would be 80 or more miles. As Dr. Clark explains, trucks are likely to travel to the Port of Long Beach and the Port of Los Angeles, which would result in a true truck trip of approximately 80 miles.[117] This would result in a nearly 200% longer trip than estimated in the air quality assessment in the MND.[118] This error results in a gross miscalculation of the Project's greenhouse gas, air quality, diesel particulate matter, and toxic air contaminant emissions associated with operation of the Project. The Project's impacts with respect to greenhouse gas emissions and air pollutant emissions will be nearly doubled, utilizing the correct trip length.[119] The vehicle emissions and greenhouse gas impacts associated with Project operation must be recalculated based on the higher average truck trip lengths.

Moreover, depending on the type of warehouse operation, the actual trip generation rate could be magnitudes greater than those assumed by the MND depending on the eventual tenant. An increased intensity of use would further compound the Project's VMT, air quality, and GHG impacts. The City must correct the estimated distance traveled by trucks and analyze the Project's impacts based on actual distances in a revised and recirculated FSEIR.

B. The MND Fails to Accurately Analyze or Mitigate the Project's Potentially Significant Air Quality Impacts

As discussed above, the air quality impact conclusions of the MND are based on an erroneous baseline that does not reflect existing conditions. The MND's air quality impact assessment is therefore not supported by substantial evidence. 11-19

The MND includes no mitigation to reduce air quality impacts associated with construction and operation of the Project, even though the Project results in significant air quality and public health impacts. Dr. Clark concludes that the Project results in significant air quality impacts from criteria and TAC pollutants

[116] Clark Comments, p. 12.
[117] *Id.*
[118] *Id.*
[119] *Id.*

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associated with yard equipment used on the Project site.[120] The MND provides, that as required by City of Redlands Ordinance No. 2955, a minimum of ninety percent (90%) of the on-site cargo handling equipment shall be zero emissions for new warehouse development project.[121] But, Dr. Clark found that the MND fails to account for the nearly 10% of on-site cargo handling equipment that will not be zero emission.[122] The non-zero emission on-site cargo handling equipment may result in significant criteria and toxic air pollutants, which were not analyzed or mitigated in the MND.[123] The MND's conclusion that air quality impacts are less than significant is therefore not supported by substantial evidence. Substantial evidence in Dr. Clark's comments supports a fair argument that the Project may result in a significant air quality impact from emissions of criteria and toxic pollutants from on-site motorized operational equipment. 11-19 Cont.

C. The MND Fails to Accurately Analyze or Mitigate the Project's Construction and Operational Health Risk

Furthermore, Dr. Clark found that the Project results in a health risk impact which was not adequately analyzed or mitigated in the MND. Dr. Clark concluded that the health risk assessment relied on inappropriate breathing rates to artificially reduce the Project's potentially significant health risk impacts.[124] Dr. Clark calculated that the health risk estimate for ages 2 to 30 years is off by a factor of 1.3.[125] Utilizing the correct breathing rate, the Project's health risk impacts are significant and require mitigation in an EIR before the Project can be approved. 11-20

Further, the MND fails to account for potentially significant health risk impacts associated with building downwash effect. In order to assess the impact of project related emissions, the MND included air quality modeling utilizing AERMOD, which is used to assess near-field pollutant dispersion.[126] However, Dr. James Clark explains that the air dispersion model used for the health risk analysis ("HRA") for the construction and operational phases of the Project has a structural flaw that results in inaccurate estimates of the Project emissions within the community. 11-21

[120] Clark Comments, p. 9.
[121] MND, Appendix A, p. 43; Redlands Municipal Code § 18.156.950.
[122] MND, Appendix A, p. 4 ["a minimum of ninety percent (90%) zero emission on-site cargo handling equipment."]
[123] Clark Comments, p. 9.
[124] *Id.*
[125] *Id.*
[126] *Id.*, Appendix A, p. 51.

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Dr. Clark reviewed the City's AERMOD modeling, and noted that the City's use of AERMOD does not account for the impact on emissions from building downwash, rendering the analysis inaccurate. Dr. Clark's comments explain that building downwash occurs as the wind flows over and around buildings and impacts the dispersion of pollution from nearby stacks.[127] A plume caught in the path of this flow is drawn into the wake, temporarily trapping it in a recirculating cavity. This downwash effect leads to higher ground-level concentration of chemicals. The downwash effect increases as the relative difference between the release height and top of the building increases. This effect is well-understood. For example, analysis and mitigation of downwash is discussed in Section 123 of the Clean Air Act.[128]

11-21 Cont.

The MND completely fails to account for this impact in its AERMOD model, nor does it provide any justification why. Dr. Clark found that running the model without considering building downwash significantly underestimates the impacts of the project. [129]

When a standard, accepted methodology is available to assess a significant impact, an EIR must evaluate the impact unless a reasoned basis for not doing so is provided.[130] In *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs*, a court reviewed a DEIR's failure to analyze health risk from TAC exposure. The DEIR claimed that no methodology or standards of significance existed for assessing the health risk from TAC exposure.[131] The court determined that the lead agency abused its discretion, reasoning that the lead agency failed to consider, in good faith, comments from the public showing that it was feasible to analyze health risk from TAC exposure:[132]

> The Port has not cited us to any reasonably conscientious effort it took either to collect additional data or to make further inquiries of environmental or regulatory agencies having expertise in the matter.…At the very least, the documents submitted by the public raised substantial questions about the project's effects on the environment and the unknown health risks to the

[127] Clark Comments, p. 12.
[128] 42 U.S. Code § 7423 - Stack heights ("For purposes of this section, good engineering practice means, with respect to stack heights, the height necessary to insure that emissions from the stack do not result in excessive concentrations of any air pollutant in the immediate vicinity of the source as a result of atmospheric downwash, eddies or wakes which may be created by the source itself, nearby structures or nearby terrain obstacles").
[129] Clark Comments, p. 12.
[130] *Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs* (2001) 91 CA4th 1344, 1370
[131] *Id.* at 1369.
[132] *Id.* at 1370.

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area's residents...the Port has not offered any justification why more definitive information could not have been provided.

11-21 Cont.

Here, the City failed to analyze a critical dispersion factor – building downwash – which affects the rate and severity of exposure to TACs, without explaining why. Dr. Clark's comments show that an AERMOD model can be run to account for building downwash. The City's failure to include this emission factor in its health risk analysis represents a failure to accurately to analyze and disclose the ground level concentration of DPM emissions generated by the Project. The MND must be withdrawn and EIR circulated to adequately analyze and mitigate Project health risk impacts.

The City must circulate an EIR which adequately analyzes all of the Project's potentially significant impacts, and require all feasible mitigation to reduce the Project's significant environmental and public health impacts to less than significant levels. Feasible mitigation includes, but is not limited to, the following:

1. Until construction of the Project is completed, Applicant shall require that all diesel off-road construction equipment must meet USEPA Tier 4 Final off-road emissions standards for equipment rated at 50 horsepower or greater wherever and whenever reasonably available. In the event that Tier 4 construction equipment is not available, the Applicant may utilize Tier 3 construction equipment outfitted with Best Available Control Technology ("BACT") devices, including but not limited to a CARB certified Level 3 Diesel Particulate Filters ("DPF").
2. All heavy-duty trucks entering the Project site shall be model year 2017 or later to the extent feasible, and in any event all heavy duty trucks entering the Project site shall be no earlier than model year 2014.
3. Provide EV capable infrastructure for a minimum of five medium-duty and/or heavy-duty trucks to accommodate future installation of medium-duty and/or heavy-duty EV charging stations.
4. Require that all outdoor cargo handling equipment (including yard trucks, yard goats, pallet jacks, and forklifts) shall be zero emission. The Project site shall include the necessary charging stations for electric cargo handling equipment.
5. Require 10-foot-high concrete screen wall encompassing the western parking lot and docking area.

These measures should be included a Mitigation Monitoring and Reporting Program in a legally adequate EIR circulated for public review and scrutiny before the Project can be approved.

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D. The MND Fails to Analyze Impacts Associated with the Kaiser Expansion

The MND makes no reference to impacts associated with the Project's proximity to the future expansion of the Kaiser Permanente Redlands Medical Offices. Kaiser Permanente Medical Offices is located approximately 358 feet north of the Project site.[133] Kaiser Permanente seeks to expand their Medical Offices facility at 1301 California Street into a full-service hospital through the Kaiser Permanente Medical Center Project ("Medical Center Project").[134] Phase I of the Medical Center Project will construct a 4-story 165,000 square foot Medical Office Building/Ambulatory Services Center and parking lots.[135] In Phase II, a 7-story 400,000 square foot hospital and a 2-story 35,000 square foot Central Utility Plant building would be constructed with accompanying parking structure and parking lots.[136]

11-22

City law requires that warehouse projects that abut neighborhoods, childcare centers, and hospitals require a ten-foot-high screen wall and extra landscaping.[137] Additionally, truck docks and entries must be oriented away from abutting sensitive receptor properties and parking lots must provide at least 35% shade cover.[138] Specifically, the Municipal Code provides that "Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any sensitive receptors. Sensitive receptors for purposes of this section shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, in-home daycares, ***hospitals***, ***long-term care facilities***, retirement and nursing homes, community centers, places of worship, parks (excluding trails), and dormitories."[139]

The Project does not comply with these requirements. The Project requires an 8-foot-high concrete screen wall encompassing the western parking lot and docking area, 8-foot-high security and maintenance fencing along the western boundary.[140] This may not be sufficient to reduce Project impacts to sensitive receptors at Kaiser when it is fully constructed. The City should require the Project to include a 10-foot-high screen wall to protect sensitive receptors at the future

[133] MND, Appendix A, 1101 California Warehouse Air Quality Impact Analysis, p. 47.
[134] UltraSystems, UltraSystems to Provide Environmental Impact Report for Kaiser Permanente Development (Sept. 19, 2023), https://ultrasystems.com/kaiser-permanente-development/.
[135] *Id.*
[136] *Id.*
[137] Redlands Municipal Code § 18.156.930.
[138] Redlands Municipal Code § 18.156.930(D).
[139] *Id.* at § 18.156.930(A) (emphasis added).
[140] MND, p. 2.

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Kaiser Permanente Medical Center from potentially significant noise and air pollution associated with operation of the trucks and equipment on the Project site. 11-22 Cont.

VI. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT NOISE IMPACTS

As detailed above, the MND fails to include an accurate baseline against which to analyze the Project's noise impacts. Noise and vibration impacts may therefore be underestimated. Further, substantial evidence supports a fair argument that noise and vibration impacts may be significant and require mitigation in an EIR circulated for public review before the Project can lawfully be approved.

A. The MND Fails to Adequately Analyze Operational Noise Impacts

Mr. Meighan determined that the MND fails to adequately analyze the Project's operational noise emissions. Mr. Meighan concludes that "Day-to-day operational noise levels are not discussed in the MND at all. Typical sources from a warehouse project can include loading dock noise, rooftop mechanical noise, and parking lot noise, among other sources. These can combine to increase ambient noise levels and can be more sensitive than construction noise due to the more permanent nature of the duration."[141] 11-23

Section 8.06.080 of the Redlands Municipal Code provides that no entity can "operate or cause to be operated any source of sound, or allow the creation of any noise, which causes the noise level when measured inside a neighboring receiving occupied building to exceed" the standard of 60 dBA for industrial buildings.[142] For example, rooftop commercial HVAC units may reach as high as 88 dBA at a 3 feet reference level, in which case three of these units could exceed the industrial interior noise limit of 60 dBA set in section 8.06.080 at 140 feet away (the distance between the project and the nearest façade to the west).[143] Operation of the Project's HVAC system may result in potentially significant noise impacts, and must be analyzed and mitigated in an EIR.

[141] Meighan Comments, p. 3.
[142] *Id.*
[143] *Id.*

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B. Project Construction May Result in Potentially Significant Vibration Impacts

Mr. Meighan calculates that the use of a vibratory roller, operated at the western property line, would create a vibration level of 0.016 in/sec.[144] This would result in an exceedance of Municipal Code thresholds.[145] Construction may therefore result in a significant vibration impact which must be analyzed and mitigated in an EIR circulated for public review and scrutiny before the Project can be approved. 11-24

VII. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT CUMULATIVE IMPACTS

The MND's conclusion that the Project would have a less than significant impact related to cumulatively considerable impacts, is not supported by substantial evidence.[146] "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects."[147] The MND asserts without substantial evidence that the Project would not result in a cumulatively considerable environmental impact.[148] But, the MND fails to analyze any "past projects…current projects, and the effects of probable future projects" in determining the cumulative significance of the Project.[149] 11-25

CEQA requires lead agencies to conduct an analysis of "past projects, the effects of other current projects, and the effects of probable future projects."[150] The MND fails to include any list of past, present, or future projects which may result in cumulatively considerable air quality, public health, and greenhouse gas emissions.

The Project site is surrounded by heavy industrial uses on all sides. Dr. Clark concludes that the MND fails to adequately analyze the cumulative impacts of the Project because the MND fails to identify all nearby projects, fails to compile

[144] Meighan Comments, pp. 3-4
[145] Redlands Municipal Code § 8.06.090(G).
[146] MND, p. 66.
[147] MND, p. 65; CEQA Guidelines Appendix G.
[148] MND, p. 65.
[149] *Id.*
[150] CEQA Guidelines Appendix G.

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cumulative emissions, and fails to estimate cumulative health impacts to on-site and off-site workers.[151]

11-25 Cont.

Dr. Clark calculated that the Project Site is located in the vicinity (3 kilometers of the Project Site) of 81 existing warehouse projects with another 3 projects approved.[152] The 81 existing projects represent 27,000,0000 square feet of floor space and account for 18,000 daily truck trips.[153] Collectively, these projects release 24.9 pounds of diesel particulate matter and 2,804 pounds of oxides of nitrogen (NOx – a precursor to smog formation) daily.[154] The three additional projects will add another 600,000 square feet of warehouse space to the area.

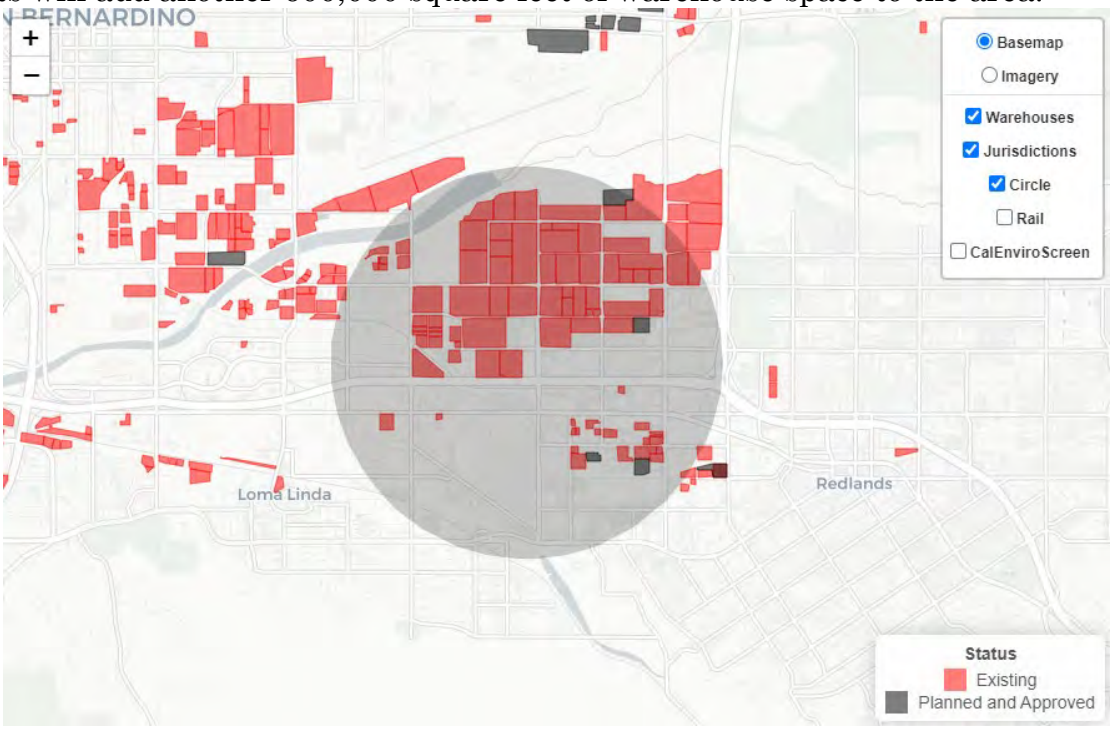


Figure 1: Existing And Planned Warehouse Projects Within 3 km Of Project Site

Dr. Clark cites to SCAQMD's MATES V study which found that the risk from air contaminants in the area surround the Project site is approximately 401 in 1,000,000 (well above the U.S. EPA's risk management range of 1 to 100 in 1,000,000).[155] The Project will contribute additional emissions, exacerbating this

[151] Clark Comments, p. 6.
[152] Clark Comments, p. 4.
[153] *Id.*
[154] *Id.*
[155] Clark Comments, p. 4.

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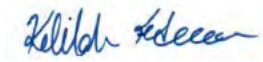
risk and resulting in a potentially significant cumulative air quality and public health impact that the MND fails to disclose. 11-25 Cont.

Substantial evidence therefore supports a fair argument that the Project may result in potentially significant cumulative impacts. The City must prepare an EIR which adequately analyzes and mitigates the Project's potentially significant cumulative impacts before the Project can lawfully be approved.

VIII. CONCLUSION

The City should withdraw the MND and direct staff to prepare an EIR. As described in detail above and in attached expert reports, substantial evidence supports of a fair argument that the Project poses a significant and unmitigated risk to the public due to unmitigated construction and operational air quality, health risk, greenhouse gas emissions, noise, land use and cumulative impacts. 11-26

Sincerely,



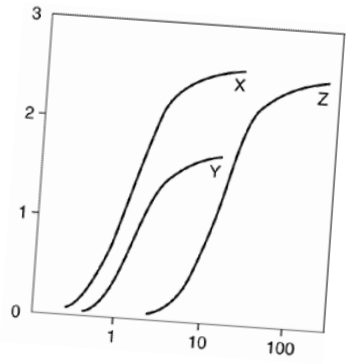
Kelilah D. Federman

Attachments
KDF:acp

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EXHIBIT A



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April 29, 2024

Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, CA 94080

Attn: Ms. Kelilah D. Federman

Subject: Comment Letter on Initial Study For 1101 California Street Warehouse, City of Redlands, California

Dear Ms. Federman:

At the request of Adams Broadwell Joseph & Cardozo (ABJC), Clark and Associates (Clark) has reviewed materials related to the above referenced project.

Clark's review of the materials in no way constitutes a validation of the conclusions or materials contained within the IS/MND. If we do not comment on a specific item, this does not constitute acceptance of the item.

Project Description:

The Proposed Project consists of a new 357,610 square-foot warehouse development located directly north of Interstate 10 (I-10) and the California Street westbound on-ramp. Access to the Project Site would be available via two proposed driveways to the north on Lugonia Avenue and two driveways to the east on California Street. The Proposed Project would include 47 dock doors, 396 parking spaces, driveway improvements, updated security fencing, and improved landscaped areas. Demolition activities would include removal of remaining concrete paving and k-rails, the remains of former

amusement park attractions, and landscaping left from prior development.

According to the IS/MND, the building would be a concrete tilt-up building, consisting of a concrete slab-on grade floor and a shallow foundation system. The maximum building height would be 49 feet from grade. The MND states that it is anticipated that future items to be stored for distribution would include non-hazardous, non-flammable products on high-pile storage pallet racking and shelving, but does not include binding conditions to this effect.

The Project Site includes two parcels, APNs 0292-033-11 and -13, encompassing approximately 16 acres. The site was formerly developed as the Splash Kingdom amusement park,



Figure 1: Proposed Site Location

which was demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures.

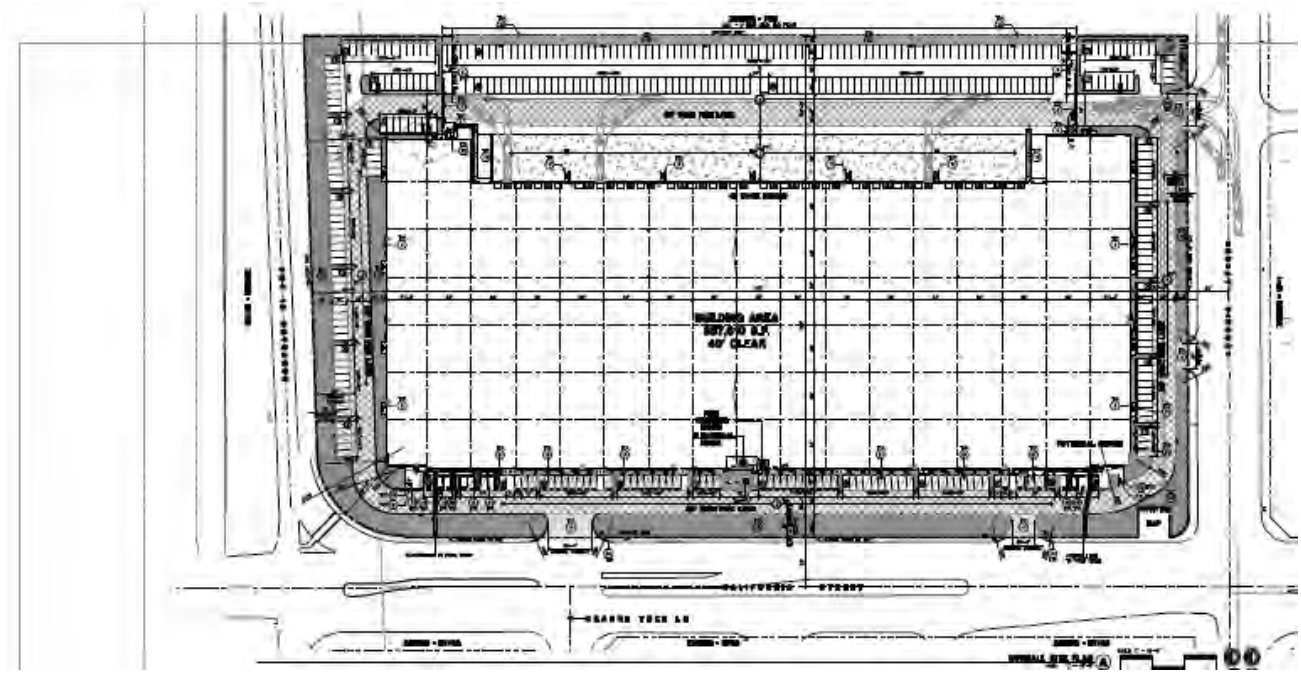


Figure 2: Project Site Plan

The IS/MND concludes that no mitigation is required to prevent impacts from the project on air quality in the area. This conclusion is in conflict with the facts provided within the IS/MND.

Specific Comments:

1. The Air Quality Study and the Greenhouse Gas Analysis Incorrectly Assume An Existing Source Of Emissions From The Project Site. The Amusement Park Onsite Was Abandoned In 2021.

Both the Air Quality and Greenhouse Gases Analyses of the Project assume that an existing source of emissions is currently onsite. According to the IS/MND, the site was formerly developed as the Splash Kingdom amusement park, which was closed in 2018, and partially demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures.

No sources of emissions are currently operational at the Project Site.

Table 3
Summer Operational Emissions Summary
(Pounds Max Per Day)

Source	VOC	NO_x	CO	SO_x	PM_{10}	$PM_{2.5}$
Mobile Source	3.05	19.40	43.55	0.22	12.33	3.39
Area Source	10.73	0.13	15.55	0.00	0.03	0.02
Total Maximum Daily Emissions	**13.78**	**19.54**	**59.10**	**0.22**	**12.36**	**3.41**
Existing Emissions	6.21	7.49	71.59	0.16	13.52	3.51
Net Emissions (Proposed – Existing)	**7.57**	**12.04**	**-12.48**	**0.06**	**-1.16**	**-0.10**
SCAQMD Regional Threshold (lbs/day)	55	55	550	150	150	55
Exceed Threshold	**No**	**No**	**No**	**No**	**No**	**No**

Source: CalEEMod 2022

Figure 3: AQ Analysis Of Project Emissions

Table 6
Project GHG Emissions

Emission Source	Emissions (MT/yr)				
	CO_2	CH_4	N_2O	Refrigerants	Total CO_2e
Annual construction-related emissions amortized over 30 years	27.47	0.0	0.0	0.02	28.10
Mobile Source	3,072.72	0.20	0.34	4.31	3,183.19
Area Source	7.25	0.00	0.00	0.00	7.28
Water Usage	116.44	2.70	0.06	0.00	203.26
Waste	31.91	3.19	0.00	0.00	111.64
Refrigerants	0.00	0.00	0.00	1.11	1.11
Total CO2e (All Sources)	**3,534.58**				
Existing Emissions	2,228.88				
Net Emissions (Proposed – Existing)	**1,305.70**				

Figure 4: GHG Analysis of Project Emissions

The MND's omission of the "existing" emissions from the shuttered water park in the AQ and GHG analyses presents a skewed view of the Project emissions which underestimates actual emissions. The City's analysis is therefore incomplete, and the MND's conclusion that the Project's air quality impacts would be less than significant is unsupported. These errors must be corrected in an environmental impact report for the Project.

2. The Cumulative Analysis Presented In The IS/MND Fails To Account For A Large Number Of Existing Warehouses Within The Immediate Vicinity Of The Project And The Cumulative Degradation of Regional And Local Air Quality.

The Project Site is located in the vicinity (3 kilometers of the Project Site) of 81 existing warehouse projects with another 3 projects approved. The 81 existing projects represent 27,000,0000 square feet of floor space and account for 18,000 daily truck trips. They release 24.9 pounds of diesel particulate matter[1] and 2,804 pounds of oxides of nitrogen (NOx – a precursor to smog formation) daily. The three additional projects will add another 600,000 square feet of warehouse space to the area. The proposed Project will contribute additional air pollutants during construction and operation.

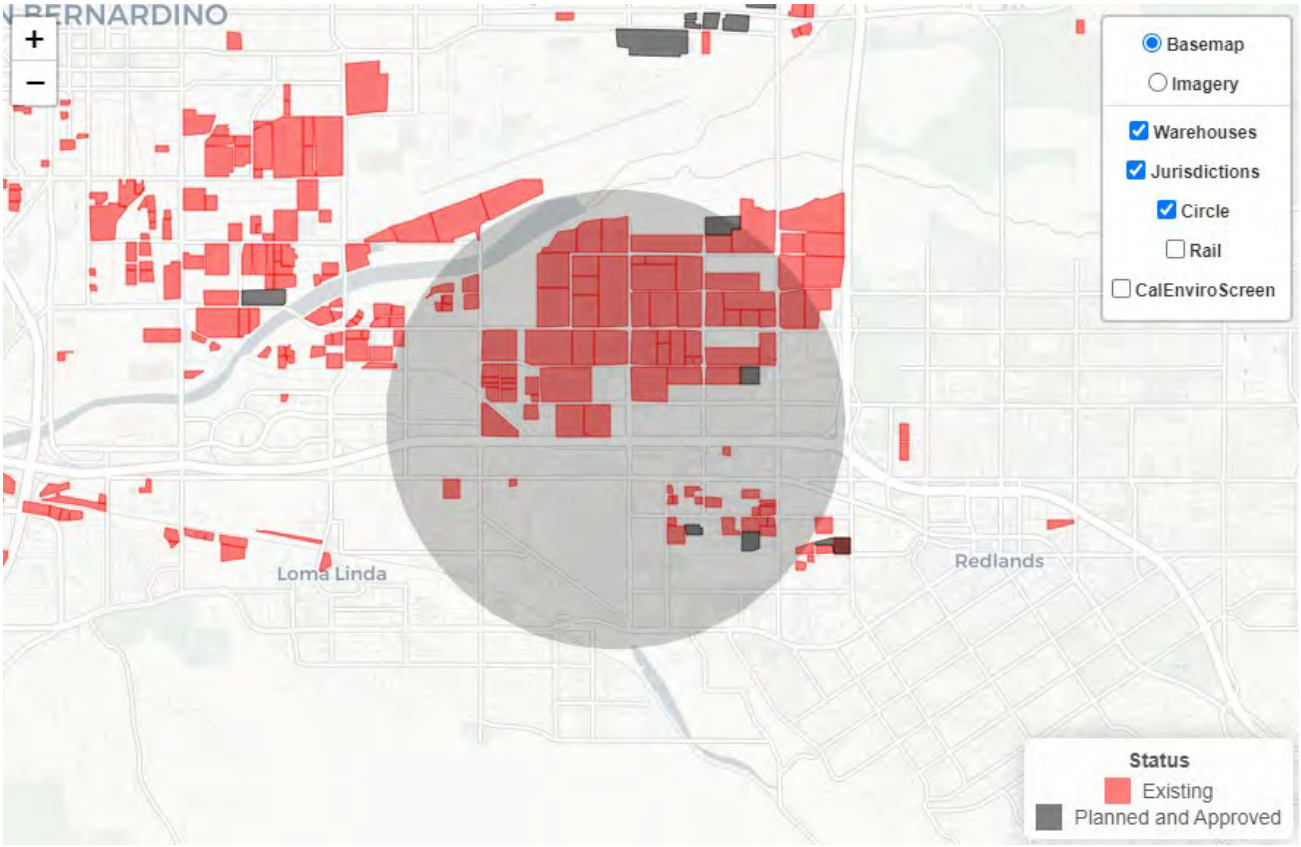


Figure 5: Existing And Planned Warehouse Projects Within 3 km Of Project Site

According the SCAQMD's MATES V study, the existing health risk from air contaminants in the area surrounding the Project site is approximately 401 in 1,000,000 (well above the U.S. EPA's risk management range of 1 to 100 in 1,000,000). The largest fraction of that risk is from exposure to diesel particulate matter (DPM). DPM emitted during Project construction and operation will exacerbate this risk.

[1] Warehouse Cumulative Impact Tool for Community (CITY). 2024. https://radicalresearch.shinyapps.io/WarehouseCITY/ accessed 4/25/2024.

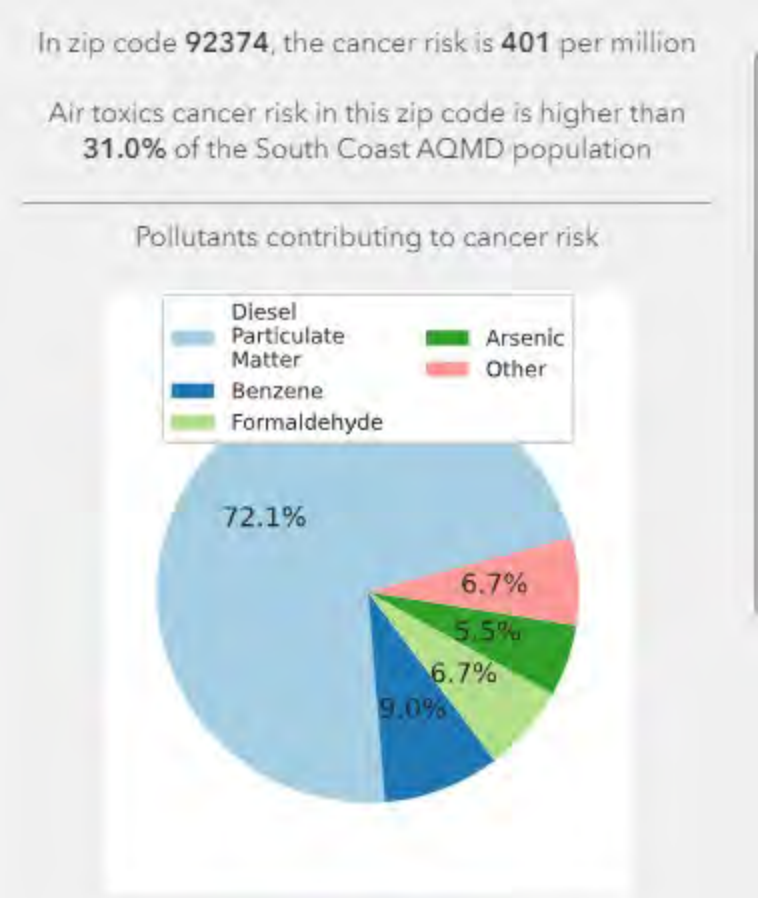


Figure 6: Risk From Air Toxins In Redlands (MATES V Study)

The Cumulative Analysis of GHG and AQ emissions for the Project states, without support, that the Proposed Project would not cause adverse impacts on humans, either directly or indirectly. It is clear from the analysis above that the Project will add to the already heavily impacted regional problem of NOx and toxic air contaminants (TACs). The Project should be evaluated in an EIR to assure the public that the cumulative air quality and health impacts from the Project have been fully evaluated and mitigated.

3. The Air Quality Analysis And Greenhouse Gas Analysis Of Operational Emissions Is Incomplete And Fails To Include Emissions From The Fire Pump System and Generators That Will Be Installed Onsite.

According to the Air Quality Analysis prepared for the Project, operational emissions were calculated using the CalEEMOD (Version 2022.1) software. Included in the analysis are area source

emissions and mobile source emissions. Not included in the analysis are emissions from the fire flow pump system or the back-up generator that will need to be installed. Under the City of Redlands Building and Construction Code (15.20.540) Section 914.12.5, distribution warehouses greater than 50,000 square feet, are required to have a standby power generator and fire pump system. In addition, a fuel supply sufficient for not less than two hours of operation shall be required on the premises. All electrically connected systems shall be transferred within 60 seconds after losing primary power. Both sources would add to the total amount of TACs, specifically DPM, that will be released from the site.


5.16. Stationary Sources

5.16.1. Emergency Generators and Fire Pumps

Equipment Type	Fuel Type	Number per Day	Hours per Day	Hours per Year	Horsepower	Load

5.16.2. Process Boilers

Equipment Type	Fuel Type	Number	Boiler Rating (MMBtu/hr)	Daily Heat Input (MMBtu/day)	Annual He

Figure 7: CalEEMod Assumptions

The analyses are therefore incomplete and must be corrected in an environmental impact (EIR) report for the Project.

4. The AQ Study States That The Project Will Operate 24 Hours Per Day, 7 Days A Week And That 90% Of The Cargo Handling Equipment Operating Onsite Will Be Zero Emission. No Analysis or Restrictive Conditions Are Included in the MND to Support this Assumption and There is No Analysis of Emissions from the 10% Of Cargo Handling Equipment That Are Assumed Not to Be Zero-Emission.

The Air Quality Study assumes the Project will be able to operate continuously and that the greatest percentage of cargo handling equipment (e.g., forklifts, pallet jacks, yard goats) will be zero emission.[2]

The CalEEMOD analysis supplied in the AQ Study portion of the IS/MND does not include emissions from the remaining non-zero emission yard equipment. The AQ study therefore assumes, without support, that the Project would utilize exclusively zero emission equipment and is missing a

[2] See Air Quality Study, Appendix A, p. 43.

potentially significant source of criteria and toxic pollutants. This oversite must be addressed in a revised air quality study in an EIR for the Project.

5. The Health Risk Analysis Incorporates Non-Standard Daily Breathing Rates For Sensitive Receptors Analyzed In The HRA.

According to the IS/MND, a health risk assessment was prepared in accordance with SCAQMD's guidance. For purposes of this Health Risk Assessment[3], receptors include both residential and non-residential (worker, school children) land uses in the vicinity of the Project. The methodology used in the HRA is inconsistent with regulatory agency guidance, including South Coast AQMD and the Office of Environmental Health Hazard Assessment recommended guidance,[4] and is not supported by any substantial evidence in the record.

While reviewing the input values utilized in the HRA, it is clear that the analysis utilized a variety of daily breathing rates that are favorable to reducing the potential health impacts. The HRA states that "Discrete variants for daily breathing rates, exposure frequency, and exposure duration were obtained from relevant distribution profiles presented in the 2015 OEHHA Guidelines."[5] The values listed in Table 2-7 include both the 95 percent upper confidence limit (95% UCL) values (for age in eutero exposure and age 0 to 2) and the 80th percentile values for the remaining age groups (age 2 to 16 and age 16 to 30). The risk estimate for ages 2 to 30 is off by a factor of 1.3. Utilizing the correct breathing rate, the health risk impacts are significant and require mitigation.

[3] Urban Crossroads. 2023. 1101 California Warehouse Mobile Source Health Risk Assessment, City of Redlands. Dated October 12, 2023. Pg 20

[4] Urban Crossroads. 2023. 1101 California Warehouse Mobile Source Health Risk Assessment, City of Redlands. Dated October 12, 2023. Pg 19

[5] Urban Crossroads. 2023. 1101 California Warehouse Mobile Source Health Risk Assessment, City of Redlands. Dated October 12, 2023. Pg 20

TABLE 2-7: EXPOSURE ASSUMPTIONS FOR INDIVIDUAL CANCER RISK (30 YEAR RESIDENTIAL)

Age	Daily Breathing Rate (L/kg-day)	Age Specific Factor	Exposure Duration (years)	Fraction of Time at Home	Exposure Frequency (days/year)	Exposure Time (hours/day)
-0.25 to 0	361	10	0.25	0.85	350	24
0 to 2	1,090	10	2	0.85	350	24
2 to 16	572	3	14	0.72	350	24
16 to 30	261	1	14	0.73	350	24

Figure 8: Daily Breathing Rates Utilized In HRA

The 2015 Air Toxic Hot Spots Program Guidance Manual [6], notes that residential estimates, use 95th percentile breathing rates in Table 5.6. Table 5.6 shows values of 745 L/kg BW-day for children age 2 to 16 and 335 L/kg BW-day for adults age 16 to 30.

Table 5.6 Point Estimates of Residential Daily Breathing Rates for 3rd trimester, 0<2, 2<9, 2<16, 16<30 and 16-70 years (L/kg BW-day)

	3rd Trimester[a]	0<2 years	2<9 years	2<16 years	16<30 years	16<70 years
	L/kg-day					
Mean	225	658	535	452	210	185
95th Percentile	361	1090	861	745	335	290

[a] 3rd trimester **breathing rates** based on breathing rates of pregnant women using the assumption that the dose to the fetus during the 3rd trimester is the same as that to the mother.

The City's analysis is therefore incomplete and must be corrected in an environmental impact report for the Project.

6. The Air Quality Analysis Did Not Incorporate Building Downwash In The AERMOD Analysis.

A review of the Mobile Source Health Risk Assessment show that building downwash was not incorporated into the AERMOD analysis of the Project. According to the Project description, the maximum building height would be 49 feet from grade. Building downwash occurs as the wind flows over and around buildings and impacts the dispersion of pollution from nearby stacks. A plume caught in the path of this flow is drawn into the wake, temporarily trapping it in a recirculating cavity. This

[6] Office of Environmental Health Hazard Assessment, Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments, February 2015, http://oehha.ca.gov/air/hot_spots/hotspots2015.html

downwash effect leads to higher ground-level concentration of chemicals emitted from sources. The downwash effect increases as the relative difference between the release height and top of the building increases.[7] Using a lower height for the building will underestimate the potential ground level concentrations of pollutants associated with the Project operation.

For the closest receptors to the site, this difference will create an additional air quality impact that is not accounted for in the HRA. In addition to incorporating the building downwash impacts of the Project buildings, the AERMOD model should also incorporate the building downwash for receptors near the Project site. Receptors farther away will still be subject to the downwash effect given the assumed emission height release incorporated into the model. Guidance from authoritative bodies in California regarding the preparation of health risk assessments of mobile sources of diesel emissions[8] requires the inclusion of building heights and dimensions for building downwash calculations. Omission of the building downwash effect underestimates the exposure point concentrations for receptors near the building(s). This error should be addressed in an EIR for the Project.

7. The IS/MND Underestimates Average Truck Trip Lengths; the 40 Miles Used In The Air Quality Analysis Does Not Match The Actual Length(s) To The Ports of Los Angeles and Long Beach.

According to the Air Quality Analysis[9] for the IS/MND, the SCAQMD recommended truck trip length of 40 (39.9) miles was incorporated in the CalEEMod analysis. Guidance from SCAQMD does not require a 40-mile truck trip, rather as stated in the SCAQMD's Final Environmental Assessment and Adoption of Proposed Rule 2305 – Warehouse Indirect Source Rule (WAIRE), the trip length for Class 8 trucks (heavy duty multi-axle trucks) are assumed to travel 39.9 miles per trip

[7] The so-called good engineering practice height (GEP) of the source. The GEP is defined in Section 123 of the Clean Air Act as "the height necessary to ensure that emissions from a stack do not result in excessive concentrations of any air pollutant in the immediate vicinity of the source as a result of atmospheric downwash, eddies or wakes which may be created by the source itself, nearby structures or nearby terrain obstacles."

[8] SCAQMD. 2003. Health Risk Assessment Guidance For Analyzing Cancer Risks From Mobile Source Diesel Emissions. August, 2003. Page 2.

[9] Urban Crossroads. 2023. 1101 California Warehouse Air Quality Impact Analysis, City of Redlands. Dated October 12, 2023. Pg. 42

based on modeling conducted for the 2016 Regional Transportation Plan (RTP) from SCAG and the 2016 Air Quality Management Plan (AQMP).[10] SCAQMD has explained that this guidance is not intended to replace an analysis of actual truck trip distances to and from the ports.[11] The Air Quality Analysis also states that the trip length function for the warehouse and the general light industrial uses has been conservatively calculated to 30.34 miles and 29.84 miles, respectively, with an assumption of 100% primary trips for the proposed industrial land uses. [12]

The IS/MND's misinterpretation of the averaged value from SCAG's model is another example of how the City's assumption are unsupported. The IS/MND's reliance on the 40-mile trip length does not comport with the reality of where warehoused materials will ship from in the region. The 40-mile distance is insufficient to allow vehicles to travel to the major ports in the Southern California region – Los Angeles and Long Beach. It is also inconsistent with average truck trip lengths assumed in other County CEQA documents for similar warehouse projects. A review of the path length from the Project Site to the Port of Long Beach (closest port to Project Site) shows that the true trip length is approximately 80 miles (approximately 200% longer than the assumed 40-mile trip length).

This error must be corrected in an EIR that accurately calculates emissions using fact-based, reasonably foreseeable truck trip lengths which include actual distances to and from the ports. As SCAQMD has explained, "Tailoring these parameters and assumptions to be based on project-specific data will ensure a more accurate assessment of emissions, accounting for the unique circumstances and logistical realities of the Proposed Project."[13]

Conclusion

[10] SCAQMD. 2021. BOARD MEETING DATE: MAY 7, 2021 AGENDA NO. 27 pg 815. http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf

[11] See 11/22/2023 SCAQMD letter to City of Fontana re: Draft Subsequent Environmental Impact Report for the Hemlock Warehouse Development Project (Proposed Project) (SCH No.: 2009091089), Hemlock FSEIR pp. 2-6 to 2-10, available at https://www.fontanaca.gov/DocumentCenter/View/43908/Hemlock-Final-SEIR-Feb-2024.

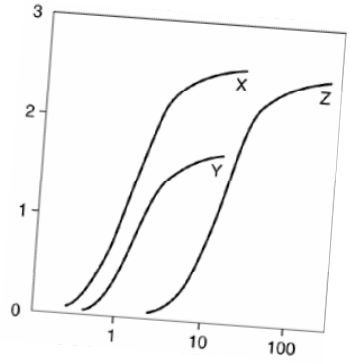
[12] ibid

[13] *Id.*

The facts identified and referenced in this comment letter lead me to reasonably conclude that the Project could result in significant impacts if allowed to proceed. An EIR should be prepared to address these substantial concerns.

Sincerely,





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James J. J. Clark, Ph.D.

Principal Toxicologist

Toxicology/Exposure Assessment Modeling

Risk Assessment/Analysis/Dispersion Modeling

Education:

Ph.D., Environmental Health Science, University of California, 1995

M.S., Environmental Health Science, University of California, 1993

B.S., Biophysical and Biochemical Sciences, University of Houston, 1987

Professional Experience:

Dr. Clark is a well recognized toxicologist, air modeler, and health scientist. He has 20 years of experience in researching the effects of environmental contaminants on human health including environmental fate and transport modeling (SCREEN3, AEROMOD, ISCST3, Johnson-Ettinger Vapor Intrusion Modeling); exposure assessment modeling (partitioning of contaminants in the environment as well as PBPK modeling); conducting and managing human health risk assessments for regulatory compliance and risk-based clean-up levels; and toxicological and medical literature research.

Significant projects performed by Dr. Clark include the following:

LITIGATION SUPPORT

Case: James Harold Caygle, et al, v. Drummond Company, Inc. Circuit Court for the Tenth Judicial Circuit, Jefferson County, Alabama. Civil Action. CV-2009

Client: Environmental Litgation Group, Birmingham, Alabama

Dr. Clark performed an air quality assessment of emissions from a coke factory located in Tarrant, Alabama. The assessment reviewed include a comprehensive review of air quality standards, measured concentrations of pollutants from factory, an inspection of the facility and detailed assessment of the impacts on the community. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Rose Roper V. Nissan North America, et al. Superior Court of the State Of California for the County Of Los Angeles – Central Civil West. Civil Action. NC041739

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to multiple chemicals, including benzene, who later developed a respiratory distress. A review of the individual's medical and occupational history was performed to prepare an exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to respiratory irritants. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: O'Neil V. Sherwin Williams, et al. United States District Court Central District of California

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to petroleum distillates who later developed a bladder cancer. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Summary judgment for defendants.

Case: Moore V., Shell Oil Company, et al. Superior Court of the State Of California for the County Of Los Angeles

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to chemicals while benzene who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Raymond Saltonstall V. Fuller O'Brien, KILZ, and Zinsser, et al. United States District Court Central District of California

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to benzene who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a quantitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Richard Boyer and Elizabeth Boyer, husband and wife, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-7G.

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of a family exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: JoAnne R. Cook, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-9R

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of an individual exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Patrick Allen And Susan Allen, husband and wife, and Andrew Allen, a minor, V. DESCO Corporation, et al. Circuit Court of Brooke County, West Virginia. Civil Action Number 04-C-W

Client: Frankovitch, Anetakis, Colantonio & Simon, Morgantown, West Virginia.

Dr. Clark performed a toxicological assessment of a family exposed to chlorinated solvents released from the defendant's facility into local drinking water supplies. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to chlorinated solvents. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Michael Fahey, Susan Fahey V. Atlantic Richfield Company, et al. United States District Court Central District of California Civil Action Number CV-06 7109 JCL.

Client: Rose, Klein, Marias, LLP, Long Beach, California

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to refined petroleum hydrocarbons who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Settlement in favor of plaintiff.

Case: Constance Acevedo, et al., V. California Spray-Chemical Company, et al., Superior Court of the State Of California, County Of Santa Cruz. Case No. CV 146344

Dr. Clark performed a comprehensive exposure assessment of community members exposed to toxic metals from a former lead arsenate manufacturing facility. The former manufacturing site had undergone a DTSC mandated removal action/remediation for the presence of the toxic metals at the site. Opinions were presented regarding the elevated levels of arsenic and lead (in attic dust and soils) found throughout the community and the potential for harm to the plaintiffs in question.

Case Result: Settlement in favor of defendant.

Case: Michael Nawrocki V. The Coastal Corporation, Kurk Fuel Company, Pautler Oil Service, State of New York Supreme Court, County of Erie, Index Number I2001-11247

Client: Richard G. Berger Attorney At Law, Buffalo, New York

Dr. Clark performed a toxicological assessment of an individual occupationally exposed to refined petroleum hydrocarbons who later developed a leukogenic disease. A review of the individual's medical and occupational history was performed to prepare a qualitative exposure assessment. The exposure assessment was evaluated against the

known outcomes in published literature to exposure to refined petroleum hydrocarbons. The results of the assessment and literature have been provided in a declaration to the court.

Case Result: Judgement in favor of defendant.

SELECTED AIR MODELING RESEARCH/PROJECTS

Client – Confidential

Dr. Clark performed a comprehensive evaluation of criteria pollutants, air toxins, and particulate matter emissions from a carbon black production facility to determine the impacts on the surrounding communities. The results of the dispersion model will be used to estimate acute and chronic exposure concentrations to multiple contaminants and will be incorporated into a comprehensive risk evaluation.

Client – Confidential

Dr. Clark performed a comprehensive evaluation of air toxins and particulate matter emissions from a railroad tie manufacturing facility to determine the impacts on the surrounding communities. The results of the dispersion model have been used to estimate acute and chronic exposure concentrations to multiple contaminants and have been incorporated into a comprehensive risk evaluation.

Client – Los Angeles Alliance for a New Economy (LAANE), Los Angeles, California

Dr. Clark is advising the LAANE on air quality issues related to current flight operations at the Los Angeles International Airport (LAX) operated by the Los Angeles World Airport (LAWA) Authority. He is working with the LAANE and LAX staff to develop a comprehensive strategy for meeting local community concerns over emissions from flight operations and to engage federal agencies on the issue of local impacts of community airports.

Client – City of Santa Monica, Santa Monica, California

Dr. Clark is advising the City of Santa Monica on air quality issues related to current flight operations at the facility. He is working with the City staff to develop a comprehensive strategy for meeting local community concerns over emissions from flight operations and to engage federal agencies on the issue of local impacts of community airports.

Client: Omnitrans, San Bernardino, California

Dr. Clark managed a public health survey of three communities near transit fueling facilities in San Bernardino and Montclair California in compliance with California Senate Bill 1927. The survey included an epidemiological survey of the effected communities, emission surveys of local businesses, dispersion modeling to determine potential emission concentrations within the communities, and a comprehensive risk assessment of each community. The results of the study were presented to the Governor as mandated by Senate Bill 1927.

Client: Confidential, San Francisco, California

Summarized cancer types associated with exposure to metals and smoking. Researched the specific types of cancers associated with exposure to metals and smoking. Provided causation analysis of the association between cancer types and exposure for use by non-public health professionals.

Client: Confidential, Minneapolis, Minnesota

Prepared human health risk assessment of workers exposed to VOCs from neighboring petroleum storage/transport facility. Reviewed the systems in place for distribution of petroleum hydrocarbons to identify chemicals of concern (COCs), prepared comprehensive toxicological summaries of COCs, and quantified potential risks from carcinogens and non-carcinogens to receptors at or adjacent to site. This evaluation was used in the support of litigation.

Client – United Kingdom Environmental Agency

Dr. Clark is part of team that performed comprehensive evaluation of soil vapor intrusion of VOCs from former landfill adjacent residences for the United Kingdom's Environment

Agency. The evaluation included collection of liquid and soil vapor samples at site, modeling of vapor migration using the Johnson Ettinger Vapor Intrusion model, and calculation of site-specific health based vapor thresholds for chlorinated solvents, aromatic hydrocarbons, and semi-volatile organic compounds. The evaluation also included a detailed evaluation of the use, chemical characteristics, fate and transport, and toxicology of chemicals of concern (COC). The results of the evaluation have been used as a briefing tool for public health professionals.

EMERGING/PERSISTENT CONTAMINANT RESEARCH/PROJECTS

Client: Ameren Services, St. Louis, Missouri

Managed the preparation of a comprehensive human health risk assessment of workers and residents at or near an NPL site in Missouri. The former operations at the Property included the servicing and repair of electrical transformers, which resulted in soils and groundwater beneath the Property and adjacent land becoming impacted with PCB and chlorinated solvent compounds. The results were submitted to U.S. EPA for evaluation and will be used in the final ROD.

Client: City of Santa Clarita, Santa Clarita, California

Dr. Clark is managing the oversight of the characterization, remediation and development activities of a former 1,000 acre munitions manufacturing facility for the City of Santa Clarita. The site is impacted with a number of contaminants including perchlorate, unexploded ordinance, and volatile organic compounds (VOCs). The site is currently under a number of regulatory consent orders, including an Immanent and Substantial Endangerment Order. Dr. Clark is assisting the impacted municipality with the development of remediation strategies, interaction with the responsible parties and stakeholders, as well as interfacing with the regulatory agency responsible for oversight of the site cleanup.

Client: Confidential, Los Angeles, California

Prepared comprehensive evaluation of perchlorate in environment. Dr. Clark evaluated the production, use, chemical characteristics, fate and transport, toxicology, and remediation of perchlorate. Perchlorates form the basis of solid rocket fuels and have recently been detected in water supplies in the United States. The results of this research

were presented to the USEPA, National GroundWater, and ultimately published in a recent book entitled *Perchlorate in the Environment.*

Client – Confidential, Los Angeles, California

Dr. Clark is performing a comprehensive review of the potential for pharmaceuticals and their by-products to impact groundwater and surface water supplies. This evaluation will include a review if available data on the history of pharmaceutical production in the United States; the chemical characteristics of various pharmaceuticals; environmental fate and transport; uptake by xenobiotics; the potential effects of pharmaceuticals on water treatment systems; and the potential threat to public health. The results of the evaluation may be used as a briefing tool for non-public health professionals.

PUBLIC HEALTH/TOXICOLOGY

Client: Brayton Purcell, Novato, California

Dr. Clark performed a toxicological assessment of residents exposed to methyl-tertiary butyl ether (MTBE) from leaking underground storage tanks (LUSTs) adjacent to the subject property. The symptomology of residents and guests of the subject property were evaluated against the known outcomes in published literature to exposure to MTBE. The study found that residents had been exposed to MTBE in their drinking water; that concentrations of MTBE detected at the site were above regulatory guidelines; and, that the symptoms and outcomes expressed by residents and guests were consistent with symptoms and outcomes documented in published literature.

Client: Confidential, San Francisco, California

Identified and analyzed fifty years of epidemiological literature on workplace exposures to heavy metals. This research resulted in a summary of the types of cancer and non-cancer diseases associated with occupational exposure to chromium as well as the mortality and morbidity rates.

Client: Confidential, San Francisco, California

Summarized major public health research in United States. Identified major public health research efforts within United States over last twenty years. Results were used as a briefing tool for non-public health professionals.

Client: Confidential, San Francisco, California

Quantified the potential multi-pathway dose received by humans from a pesticide applied indoors. Part of team that developed exposure model and evaluated exposure concentrations in a comprehensive report on the plausible range of doses received by a specific person. This evaluation was used in the support of litigation.

Client: Covanta Energy, Westwood, California

Evaluated health risk from metals in biosolids applied as soil amendment on agricultural lands. The biosolids were created at a forest waste cogeneration facility using 96% whole tree wood chips and 4 percent green waste. Mass loading calculations were used to estimate Cr(VI) concentrations in agricultural soils based on a maximum loading rate of 40 tons of biomass per acre of agricultural soil. The results of the study were used by the Regulatory agency to determine that the application of biosolids did not constitute a health risk to workers applying the biosolids or to residences near the agricultural lands.

Client – United Kingdom Environmental Agency

Oversaw a comprehensive toxicological evaluation of methyl-*tertiary* butyl ether (M*t*BE) for the United Kingdom's Environment Agency. The evaluation included available data on the production, use, chemical characteristics, fate and transport, toxicology, and remediation of M*t*BE. The results of the evaluation have been used as a briefing tool for public health professionals.

Client – Confidential, Los Angeles, California

Prepared comprehensive evaluation of *tertiary* butyl alcohol (TBA) in municipal drinking water system. TBA is the primary breakdown product of M*t*BE, and is suspected to be the primary cause of M*t*BE toxicity. This evaluation will include available information on the production, use, chemical characteristics, fate and transport in the environment, absorption, distribution, routes of detoxification, metabolites, carcinogenic potential, and remediation of TBA. The results of the evaluation were used as a briefing tool for non-public health professionals.

Client – Confidential, Los Angeles, California

Prepared comprehensive evaluation of methyl *tertiary* butyl ether (MTBE) in municipal drinking water system. MTBE is a chemical added to gasoline to increase the octane

rating and to meet Federally mandated emission criteria. The evaluation included available data on the production, use, chemical characteristics, fate and transport, toxicology, and remediation of MTBE. The results of the evaluation have been were used as a briefing tool for non-public health professionals.

Client – Ministry of Environment, Lands & Parks, British Columbia

Dr. Clark assisted in the development of water quality guidelines for methyl tertiary-butyl ether (MTBE) to protect water uses in British Columbia (BC). The water uses to be considered includes freshwater and marine life, wildlife, industrial, and agricultural (e.g., irrigation and livestock watering) water uses. Guidelines from other jurisdictions for the protection of drinking water, recreation and aesthetics were to be identified.

Client: Confidential, Los Angeles, California

Prepared physiologically based pharmacokinetic (PBPK) assessment of lead risk of receptors at middle school built over former industrial facility. This evaluation is being used to determine cleanup goals and will be basis for regulatory closure of site.

Client: Kaiser Venture Incorporated, Fontana, California

Prepared PBPK assessment of lead risk of receptors at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

RISK ASSESSMENTS/REMEDIAL INVESTIGATIONS

Client: Confidential, Atlanta, Georgia

Researched potential exposure and health risks to community members potentially exposed to creosote, polycyclic aromatic hydrocarbons, pentachlorophenol, and dioxin compounds used at a former wood treatment facility. Prepared a comprehensive toxicological summary of the chemicals of concern, including the chemical characteristics, absorption, distribution, and carcinogenic potential. Prepared risk characterization of the carcinogenic and non-carcinogenic chemicals based on the exposure assessment to quantify the potential risk to members of the surrounding community. This evaluation was used to help settle class-action tort.

Client: Confidential, Escondido, California

Prepared comprehensive Preliminary Endangerment Assessment (PEA) of dense non-aqueous liquid phase hydrocarbon (chlorinated solvents) contamination at a former printed circuit board manufacturing facility. This evaluation was used for litigation support and may be used as the basis for reaching closure of the site with the lead regulatory agency.

Client: Confidential, San Francisco, California

Summarized epidemiological evidence for connective tissue and autoimmune diseases for product liability litigation. Identified epidemiological research efforts on the health effects of medical prostheses. This research was used in a meta-analysis of the health effects and as a briefing tool for non-public health professionals.

Client: Confidential, Bogotá, Columbia

Prepared comprehensive evaluation of the potential health risks associated with the redevelopment of a 13.7 hectares plastic manufacturing facility in Bogotá, Colombia The risk assessment was used as the basis for the remedial goals and closure of the site.

Client: Confidential, Los Angeles, California

Prepared comprehensive human health risk assessment of students, staff, and residents potentially exposed to heavy metals (principally cadmium) and VOCs from soil and soil vapor at 12-acre former crude oilfield and municipal landfill. The site is currently used as a middle school housing approximately 3,000 children. The evaluation determined that the site was safe for the current and future uses and was used as the basis for regulatory closure of site.

Client: Confidential, Los Angeles, California

Managed remedial investigation (RI) of heavy metals and volatile organic chemicals (VOCs) for a 15-acre former manufacturing facility. The RI investigation of the site included over 800 different sampling locations and the collection of soil, soil gas, and groundwater samples. The site is currently used as a year round school housing approximately 3,000 children. The Remedial Investigation was performed in a manner

that did not interrupt school activities and met the time restrictions placed on the project by the overseeing regulatory agency. The RI Report identified the off-site source of metals that impacted groundwater beneath the site and the sources of VOCs in soil gas and groundwater. The RI included a numerical model of vapor intrusion into the buildings at the site from the vadose zone to determine exposure concentrations and an air dispersion model of VOCs from the proposed soil vapor treatment system. The Feasibility Study for the Site is currently being drafted and may be used as the basis for granting closure of the site by DTSC.

Client: Confidential, Los Angeles, California

Prepared comprehensive human health risk assessment of students, staff, and residents potentially exposed to heavy metals (principally lead), VOCs, SVOCs, and PCBs from soil, soil vapor, and groundwater at 15-acre former manufacturing facility. The site is currently used as a year round school housing approximately 3,000 children. The evaluation determined that the site was safe for the current and future uses and will be basis for regulatory closure of site.

Client: Confidential, Los Angeles, California

Prepared comprehensive evaluation of VOC vapor intrusion into classrooms of middle school that was former 15-acre industrial facility. Using the Johnson-Ettinger Vapor Intrusion model, the evaluation determined acceptable soil gas concentrations at the site that did not pose health threat to students, staff, and residents. This evaluation is being used to determine cleanup goals and will be basis for regulatory closure of site.

Client –Dominguez Energy, Carson, California

Prepared comprehensive evaluation of the potential health risks associated with the redevelopment of 6-acre portion of a 500-acre oil and natural gas production facility in Carson, California. The risk assessment was used as the basis for closure of the site.

Kaiser Ventures Incorporated, Fontana, California

Prepared health risk assessment of semi-volatile organic chemicals and metals for a fifty-year old wastewater treatment facility used at a 1,100-acre former steel mill. This evaluation was used as the basis for granting closure of the site by lead regulatory agency.

ANR Freight - Los Angeles, California

Prepared a comprehensive Preliminary Endangerment Assessment (PEA) of petroleum hydrocarbon and metal contamination of a former freight depot. This evaluation was as the basis for reaching closure of the site with lead regulatory agency.

Kaiser Ventures Incorporated, Fontana, California

Prepared comprehensive health risk assessment of semi-volatile organic chemicals and metals for 23-acre parcel of a 1,100-acre former steel mill. The health risk assessment was used to determine clean up goals and as the basis for granting closure of the site by lead regulatory agency. Air dispersion modeling using ISCST3 was performed to determine downwind exposure point concentrations at sensitive receptors within a 1 kilometer radius of the site. The results of the health risk assessment were presented at a public meeting sponsored by the Department of Toxic Substances Control (DTSC) in the community potentially affected by the site.

Unocal Corporation - Los Angeles, California

Prepared comprehensive assessment of petroleum hydrocarbons and metals for a former petroleum service station located next to sensitive population center (elementary school). The assessment used a probabilistic approach to estimate risks to the community and was used as the basis for granting closure of the site by lead regulatory agency.

Client: Confidential, Los Angeles, California

Managed oversight of remedial investigation most contaminated heavy metal site in California. Lead concentrations in soil excess of 68,000,000 parts per billion (ppb) have been measured at the site. This State Superfund Site was a former hard chrome plating operation that operated for approximately 40-years.

Client: Confidential, San Francisco, California

Coordinator of regional monitoring program to determine background concentrations of metals in air. Acted as liaison with SCAQMD and CARB to perform co-location sampling and comparison of accepted regulatory method with ASTM methodology.

Client: Confidential, San Francisco, California

Analyzed historical air monitoring data for South Coast Air Basin in Southern California and potential health risks related to ambient concentrations of carcinogenic metals and volatile organic compounds. Identified and reviewed the available literature and calculated risks from toxins in South Coast Air Basin.

IT Corporation, North Carolina

Prepared comprehensive evaluation of potential exposure of workers to air-borne VOCs at hazardous waste storage facility under SUPERFUND cleanup decree. Assessment used in developing health based clean-up levels.

Professional Associations

American Public Health Association (APHA)
Association for Environmental Health and Sciences (AEHS)
American Chemical Society (ACS)
California Redevelopment Association (CRA)
International Society of Environmental Forensics (ISEF)
Society of Environmental Toxicology and Chemistry (SETAC)

Publications and Presentations:

Books and Book Chapters

Sullivan, P., **J.J. J. Clark,** F.J. Agardy, and P.E. Rosenfeld. (2007). *Synthetic Toxins In The Food, Water and Air of American Cities*. Elsevier, Inc. Burlington, MA.

Sullivan, P. and **J.J. J. Clark**. 2006. *Choosing Safer Foods, A Guide To Minimizing Synthetic Chemicals In Your Diet*. Elsevier, Inc. Burlington, MA.

Sullivan, P., Agardy, F.J., and **J.J.J. Clark**. 2005. *The Environmental Science of Drinking Water*. Elsevier, Inc. Burlington, MA.

Sullivan, P.J., Agardy, F.J., **Clark, J.J.J.** 2002. *America's Threatened Drinking Water: Hazards and Solutions*. Trafford Publishing, Victoria B.C.

Clark, J.J.J. 2001. "TBA: Chemical Properties, Production & Use, Fate and Transport, Toxicology, Detection in Groundwater, and Regulatory Standards" in *Oxygenates in the Environment.* Art Diaz, Ed.. Oxford University Press: New York.

Clark, J.J.J. 2000. "Toxicology of Perchlorate" in *Perchlorate in the Environment.* Edward Urbansky, Ed. Kluwer/Plenum: New York.

Clark, J.J.J. 1995. Probabilistic Forecasting of Volatile Organic Compound Concentrations At The Soil Surface From Contaminated Groundwater. UMI.

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EXHIBIT B

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION

CALIFORNIA
WASHINGTON
NEW YORK

WI #24-001.19

April 24th, 2024

Ms. Kelilah D. Federman
Adams Broadwell Joseph & Cardozo
601 Gateway Boulevard, Suite 1000
South San Francisco, California 94080

SUBJECT: California & Lugonia
Redlands, California
DRAFT- Comments on Noise Analysis

Dear Ms. Federman,

As requested, we have reviewed the information and noise impact analysis for the Mitigated Negative Declaration (MND) for the California & Lugonia Project in Redlands, CA. This letter contains our comments on the noise analysis in the subject documents. The approximately 30-acre project site is located at the southwest corner of California Street and Lugonia Avenue in the City of Redlands in San Bernardino County, California. The proposed project would construct a 357,610 square-foot warehouse. Currently, the project site is vacant. Existing land uses in the vicinity of the site include a warehouse directly to the west of the project, single family residences 800 feet to the south, and a medical building 400 feet to the north.

Wilson Ihrig is an acoustical consulting firm that has practiced exclusively in the field of acoustics since 1966. During our almost 58 years of operation, we have prepared hundreds of noise studies for Environmental Impact Reports and Statements. We have one of the largest technical laboratories in the acoustical consulting industry. We also utilize industry-standard acoustical programs such as Roadway Construction Noise Model (RCNM), SoundPLAN, and CadnaA. In short, we are well qualified to prepare environmental noise studies and review studies prepared by others.

Adverse Effects of Noise[1]

Although the health effects of noise are not taken as seriously in the United States as they are in other countries, they are real and, in many parts of the country, pervasive.

Noise-Induced Hearing Loss. If a person is repeatedly exposed to loud noises, he or she may experience noise-induced hearing impairment or loss. In the United States, both the Occupational Health and Safety Administration (OSHA) and the National Institute for Occupational Safety and Health (NIOSH) promote standards and regulations to protect the hearing of people exposed to high levels of industrial noise.

[1] More information on these and other adverse effects of noise may be found in *Guidelines for Community Noise*, eds B Berglund, T Lindvall, and D Schwela, World Health Organization, Geneva, Switzerland, 1999. (https://www.who.int/publications/i/item/a68672)

Speech Interference. Another common problem associated with noise is speech interference. In addition to the obvious issues that may arise from misunderstandings, speech interference also leads to problems with concentration fatigue, irritation, decreased working capacity, and automatic stress reactions. For complete speech intelligibility, the sound level of the speech should be 15 to 18 dBA higher than the background noise. Typical indoor speech levels are 45 to 50 dBA at 1 meter, so any noise above 30 dBA begins to interfere with speech intelligibility. The common reaction to higher background noise levels is to raise one's voice. If this is required persistently for long periods of time, stress reactions and irritation will likely result.

Sleep Disturbance. Noise can disturb sleep by making it more difficult to fall asleep, by waking someone after they are asleep, or by altering their sleep stage, e.g., reducing the amount of rapid eye movement (REM) sleep. Noise exposure for people who are sleeping has also been linked to increased blood pressure, increased heart rate, increase in body movements, and other physiological effects. Not surprisingly, people whose sleep is disturbed by noise often experience secondary effects such as increased fatigue, depressed mood, and decreased work performance.

Cardiovascular and Physiological Effects. Human's bodily reactions to noise are rooted in the "fight or flight" response that evolved when many noises signaled imminent danger. These include increased blood pressure, elevated heart rate, and vasoconstriction. Prolonged exposure to acute noises can result in permanent effects such as hypertension and heart disease.

Impaired Cognitive Performance. Studies have established that noise exposure impairs people's abilities to perform complex tasks (tasks that require attention to detail or analytical processes), and it makes reading, paying attention, solving problems, and memorizing more difficult. This is why there are standards for classroom background noise levels and why offices and libraries are designed to provide quiet work environments.

Document Fails to Analyze Potential Noise Impacts

Significance Criteria is Improperly Established for Daytime Construction

CEQA requires evaluation of whether a project would cause a "substantial temporary or permanent increase in ambient noise levels …" (MND p. 43). The DEIR establishes only the City's Municipal Code Section 8.06.120 (G)[2] as the threshold for significant noise exposure from the construction noise generated by the project, which exempts construction activities from noise codes on Monday through Saturday from 7 AM to 6 PM, excluding holidays. The MND states on page 44 that the project "would not result in a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance."

This document's interpretation of this statute implies that there are no thresholds of significance for daytime construction noise, and any increase in noise is insignificant as long as the construction activities are conducted only during daytime hours. Hypothetically, under the logic of this document, there is no noise level – no matter how extreme – where daytime construction noise would be considered an impact. CEQA requires the project applicants to assess if there will be a substantial increase in ambient levels.

[2] https://codelibrary.amlegal.com/codes/redlandsca/latest/redlands_ca/0-0-0-5339

Other applicable standards do exist for daytime construction noise impacts, such as in Section 7.1 of the Federal Transit Administration's (FTA) Transit Noise and Vibration Impact Assessment Manual[3]. This threshold, or a threshold from another applicable document, should be chosen to compare to modeled construction noise levels in an Environmental Impact Report (EIR) to ensure that substantial temporary increases in ambient noise levels are not caused by this project.

Baseline Noise Level Characterizations are Incomplete

CEQA requires evaluation of whether a project would cause a "substantial temporary or permanent increase in ambient noise levels." Without knowing how loud the environment is, it is impossible to determine if the new project will increase noise in the surrounding community. Baseline noise measurements are the preferred way to determine background noise sources. These measurements serve as a crucial reference point for evaluating the potential noise impacts of proposed projects or activities. Without establishing the baseline noise conditions before any new development occurs, decision-makers cannot effectively determine whether the project complies with noise regulations nor identify any potential adverse effects on the surrounding environment and communities. Given the proximity to both local streets and Interstate 10 (I-10), along with noise from nearby residences and commercial parking lots, as well as shielding from the main noise source of I-10, noise levels should be physically measured to be accurately determined. An EIR must be prepared with baseline noise measurements, to properly describe the noise environment.

Document Includes no Discussion of Operational Noise

Day-to-day operational noise levels are not discussed in the MND at all. Typical sources from a warehouse project can include loading dock noise, rooftop mechanical noise, and parking lot noise, among other sources. These can combine to increase ambient noise levels and can be more sensitive than construction noise due to the more permanent nature of the duration. Section 8.06.080 of the Redlands noise code states that no entity can "operate or cause to be operated any source of sound, or allow the creation of any noise, which causes the noise level when measured inside a neighboring receiving occupied building to exceed" the standard of 60 dBA for industrial buildings.

As an example, rooftop commercial HVAC units may reach as high as 88 dBA at a 3 feet reference level, in which case three of these units could exceed the industrial interior noise limit of 60 dBA set in section 8.06.080 at 140 feet away (the distance between the project and the nearest façade to the west). This assumes open windows in the neighboring facility, but does not include any noise due to exterior loading dock or parking lot operations. Either way, the potential for noise impacts exists, and as such should be studied more thoroughly in an EIR.

Construction Vibration Thresholds could be Exceeded

Section 8.06.020 of the Redlands City Code sets a vibration perception threshold stating that the "perception threshold shall be presumed to be a motion velocity of 0.01 inches per second over the range of one to one hundred (100) Hz." Section 8.06.090(G) prohibits "operating or permitting the operation of any device that creates a vibration which is above the vibration perception threshold of an individual at or beyond the property boundary of the source if on private property." Section

[3] https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf

8.06.120 lists exemptions for construction activity stating the noise statute "shall not apply to noise sources associated with new construction, remodeling, rehabilitation or grading of any property."

This sets a vibration threshold in the City of a Peak Particle Velocity (PPV) of 0.01 in/sec, with exemptions for construction noise, not construction vibration. A vibratory roller, operated at the western property line would create a PPV level of 0.016 in/sec. This is using the formula for vibration attenuation from the FTA manual (Eq. 7-2) and the source level for a vibratory roller found in the same manual (Table 7-4). This would be an exceedance, and thus construction vibration should be studied in an EIR.

Conclusion

The MND has several errors and omissions. The noise analysis is lacking substance and includes no mention of ambient measurements, daytime construction thresholds, or discussion of mechanical noise. Additionally, there is a chance of a construction vibration impact. Please feel free to contact me with any questions on this information.

Very truly yours,
WILSON IHRIG

Jack Meighan
Associate

meighan - california & lugonia mnd - comments on noise anaylsis.docx

WILSON IHRIG
ACOUSTICS, NOISE & VIBRATION



JACK MEIGHAN

Associate

Jack joined Wilson Ihrig in 2021 and is an experienced acoustics engineer with expertise in projects involving rail transit systems, highways, CEQA analysis, environmental noise reduction, mechanical drawing reviews, and construction noise and vibration mitigation. He has hands-on experience with project management, including client coordination and presentations, as well as in designing, developing, and testing MATLAB code used in acoustics applications. Additionally, his expertise includes taking field measurements, developing test plans and specifying, purchasing, setting up and repairing acoustic measurement equipment. He has experience in using Traffic Noise Model (TNM), CadnaA, EASE, Visual Basic, LabView, and CAD software.

Education

- B.S. in Mechanical Engineering, University of Southern California, Los Angeles, CA

Project Experience

Metro Regional Connector, Los Angeles CA
Planned, took, and processed measurements as part of a team to determine the effectiveness of floating slab trackwork for a new subway in downtown Los Angeles that travels below the Walt Disney Concert Hall and the Colburn School of Music.

Rodeo Credit Enterprise CEQA Analysis for New Construction, Palmdale, CA
Wrote an accepted proposal and executed it for a noise study project to determine noise mitigation requirements on a new housing development. Led all aspects of the project and managed the budget during all phases of project completion. Completed 5 separate projects of this type for this developer.

Blackhall Studios, Santa Clarita, CA
Led the vibration measurement effort for a new soundstage directly adjacent to an existing freight and commuter rail line. Tested equipment, processed data, and analyzed results to determine the vibration propagation through the soil to the proposed soundstage locations, and was part of the team that developed mitigation techniques for the office spaces directly next to the rail line.

Octavia Residential Condos CEQA Study, San Francisco, CA
Calculated the STC ratings for the proposed windows to meet Title 24 requirements, modeled the acoustic performance of floor and ceiling structures, researched noise codes, helped with a mechanical design review, and wrote a report summarizing the results for a new Condominium project being developed in San Francisco.

San Diego International Airport Terminal I Replacement, CA
Conducted interior noise and vibration measurements, analyzed measurement data to help determine project criteria, modeled the existing and future terminals in CadnaA, and was part of a team that did a complete HVAC analysis of the entire terminal, as part of a CEQA analysis where a new terminal for the airport is being designed.

Five Points Apartments Noise Study, Whittier, CA
Took measurements, researched sound data and solutions, and recommended mitigation for a new apartment complex that was located next to an existing car wash, as part of a CEQA review.

USC Ellison Vibration Survey, Los Angeles, CA
Conducted vibration measurements as part of a survey to determine the effectiveness of vibration isolation platforms that are used to insulate cell growth in a cancer research facility. Determined the effectiveness and presented this information to the client. Researched and recommended a permanent monitoring system so the client could view data in real time.

TEN50 Condos 'Popping' Noise Investigation, Los Angeles, CA
Was part of a team that investigated the noise source of an unwanted popping noise in luxury condos in Downtown Los Angeles. Helped isolate the noise source location with accelerometers to determine where vibrations were occurring first and used an acoustic camera to determine where in the condo the noise was coming from.

2000 University Project, Berkely, CA
Wrote a construction noise monitoring plan based on environmental noise calculations, wrote a report summarizing the results, and attending a meeting with the client to discuss options.

Bay Area Rapid Transit (BART) On-Track, CA, San Francisco Bay Area, CA*
Day to day project manager, responsible for meetings, presentations, and coordination with the client for an ongoing noise study on the BART system. Developed MATLAB code to process measurements and determine areas where high corrugation was present, contributing to excessively high in-car noise levels. Performed noise measurements inside both the right of way and the vehicle cabin, in addition to rail corrugation measurements.

California I-605/SR-60 Interchange Improvement, Los Angeles, CA*
Developed a noise model of the area that predicted sound levels for abatement design, in addition to conducting noise measurements and analysis. Led the Team in use of the FHWA Traffic Noise Model Software for the project, involving three major highways and two busy interchanges extending over 17 miles in southern California.

Sound Transit On-Track, Seattle, WA*
Took measurements, fixed equipment, and developed software in MATLAB to process Corrugation Analysis Trolley measurements as part of an ongoing noise study on the Sound Transit Link system. Tested vibration data to determine the best measurement and processing techniques to store the data in an online database for in-car measurements.

LA Metro CRRC Railcar Testing, Los Angeles, CA*
Led the effort to plan the measurements, determine measurement locations and finalize the test plan. Formulated a method to capture speed data directly from legacy train vehicles. Executed noise and vibration specification measurements for new rail cars delivered by CRRC.

City of Los Angeles, Pershing Square Station Rehabilitation Noise Monitoring, CA*
Built noise models, wrote a construction noise plan, and assisted in on-site construction noise issues as they arose for a renovation of the Pershing Square metro station in downtown Los

** Work done prior to working for Wilson Ihrig*

Angeles. Trained construction personnel in techniques for noise reduction and how to conduct noise monitoring measurements to meet project specifications.

City of Orange Metrolink Parking Garage Construction Monitoring, CA*
Wrote an adaptive management vibration monitoring plan, set up equipment to monitor live vibration levels, and generated weekly reports as part of an effort to build a new parking garage. Designed, planned, and completed measurements to predict and mitigate pile driving construction impacts at three historic building locations adjacent to the construction site. Coordinated with the client whenever an on-site problem arose.

LA Metro Westside Subway Construction, Los Angeles, CA*
Planned, organized, and processed noise measurements for the Purple Line extension construction. Implemented both long term microphones to measure noise levels and accelerometers to measure vibration levels in existing subway tunnels. Oversaw noise monitoring at sensitive construction sites for the project and worked with the contractor to find ways to reduce construction noise levels by approximately 10dB.

Montreal Réseau Express Métropolitain, Canada*
Conducted vibration propagation measurements used to create models to predict operational vibration levels for an under-construction transit line. Managed equipment, solved problems in the field, and wrote parts of the report summarizing the findings of the acoustic study.

NHCRP Barrier*
Took on-highway measurements and wrote, designed, developed, and tested MATLAB code to identify specific spectrograms to use for analyses for a project evaluating barrier reflected highway traffic noise differences in the presence of a single absorptive or reflective noise barrier.

Siemens Railcar Testing for Sound Transit, Seattle, WA*
Measured in-car noise and vibration for new rail cars delivered by Siemens. Developed new internal techniques for measurements based on the written specifications. Contributed to the team that helped identify issues that new cars had in meeting the Sound Transit specifications for noise and vibration. Participated in developing the test plan and specified then acquired new equipment for the measurement.

Toronto/Ontario Eglinton Crosstown Light Rail, Final Design, Canada*
Assisted in vibration propagation measurements, analysis, and recommendations for mitigation for a 12-mile light-rail line both on and under Eglinton Avenue. Set up and ran equipment for at-grade measurements with an impact hammer for underground measurements with an impact load cell that was used during pre-construction borehole drilling.

June 4, 2024

Mr. Brian Foote
Mr. Kevin Beery
City of Redlands
Development Services Department
35 Cajon Street, Suite 20
Redlands, CA 92373

SUBJECT: Responses to Comment Letters Received During Public Review Period for 1101 California Street Warehouse

Dear Brian and Kevin:

This letter has been prepared per the City's request for Lilburn Corporation to provide responses to the comment letters from various individuals and organizations during the 30 day public review period for the subject project's Initial Study/MND ("Initial Study" or "MND"). The review period began March 28, 2024 and ended April 29, 2024. A total of eleven letters and emails were received and are included as Attachment 1 to this letter.

General responses provided herein are intended to provide the Planning Commission with information to proceed with adoption of a Mitigated Negative Declaration based on the Initial Study that was circulated for public review. More detailed responses to comments related to Air Quality, Greenhouse Gas Emissions, Traffic, and Noise were provided by the Applicant's consultant, Urban Crossroads and are included as Attachment 2 to this letter.

CEQA Guidelines state that an Initial Study may rely upon expert opinion supported by facts, technical studies, or other substantial evidence to document its findings. The Initial Study prepared for the subject project evaluated potentially significant effects to 20 general environmental resources areas. Six technical studies prepared specifically for the project were peer reviewed and then incorporated into the Initial Study.

Individuals Opposing the Project

A total of six commenters provided their opposition to the project, but did not comment on the CEQA Initial Study. These were:

1. Cindy and Robert Calderon, email dated April 27, 2024
2. Vivek Gupta, email dated April 29, 2024
3. Elizabeth Kim, email dated April 29, 2024
4. Robert and LuAnn Benton, email dated April 29, 2024
5. Beth and Jerry Sanders, email dated April 29, 2024
6. Margot Bordne, email dated April 29, 2024

Julia Lenhardt email dated April 29, 2024

Julia Lenhardt commented via an email dated April 29, 2024 on the finding of the Carbon Monoxide (CO) hotspot analysis stating that according to the report, the project would not generate a CO hotspot because CO is already concentrated in this region.
Response: *The CO hotspot analysis included in the Air Quality Impact Analysis prepared for the project by Urban Crossroads. The report states on page 52 that an adverse CO concentration, known as a "hot spot", would occur if an exceedance of the State one-hour standard of 20 parts per million (ppm) or the eight-hour standard of 9 ppm were to occur. Page 52 if the report states that the ambient one-hour and eight-hour CO concentrations within the Project study area are estimated to be 2.0 ppm and 1.6 ppm respectively (based on 2021 data). Therefore, the project area is well below what would be considered a CO hotspot. The report also concludes that the project would not be capable of resulting in a hotspot because of on-going improvements in ambient air quality and vehicular emissions controls, NOT because CO is already concentrated in this region.*

Kaiser Permanente Letter dated April 29, 2024

Kaiser Permanente provides comments on site design, trip generation calculations, and GHG emissions. They first commented that the project's entrance for all trucks is on Lugonia Avenue and that driveway does not align with Kaiser Permanente's driveway on Lugonia. The commenter recommends that a westbound turn lane be accommodated within the existing median with a minimum storage of 100 feet. It is stated that due to the offset in driveway alignment the turn of the westbound truck will conflict with existing eastbound left turn lane into Kaiser Permanente's site.
Response: *City staff has worked with the Applicant and has resolved the potential turn lane conflict. Urban Crossroad prepared an exhibit demonstrating that turning can be done without conflict. The project team stated they will implement a logistics plan to not allow trucks exiting the facility to make the right turn out until the inbound left turn lane is clear of vehicles.*

Kaiser Permanente second comment asks why the Traffic Study does not give credit for any existing uses whereas the GHG Report does. Quotations from the two referenced reports are provided.

Response: *The Urban Crossroads authors of the two reports indicate that it is correct that the site was not operational and there were no on-site structures and that no credit was taken for trips generated as that was the City's request for traffic. This provided for a conservative assessment for LOS Traffic (which is no longer a CEQA topic area). For GHG, pursuant to CEQA, no credit was taken for the historical baseline condition. Moreover, the Project total gross GHG emissions (3,534.58 MTCO2e/yr) does not approach much less exceed the applicable SCAQMD 10,000 MTCO2e/yr threshold. Even assuming the commenter's inaccurate baseline conditions, Project GHG emissions would not directly or indirectly have a significant impact on the environment, and impacts would be less-than-significant.*

South Coast Air Quality Management District Letter dated April 17, 2024
South Coast Air Quality Management District (SCAQMD) cites rules of the agencies' Governing Board that were adopted to reduce regional and local emissions, including diesel particulate matter, and the application of these rules to warehouse owners and operators.
Response: *Urban Crossroads, author of the Air Quality Impact Analysis used in the CEQA Initial Study, prepared a response letter (April 30, 2024) which is attached hereto.*

BLUM, COLLINS & HO Letter dated April 26, 2024
This commenting law firm submitted comments on behalf of Golden State Environmental Justice Alliance.
Response: *The Commenter subsequently withdrew the comment letter in correspondence dated May 17, 2024.*

Adams Broadwell Joseph & Cardozo Letter dated April 29, 2024 – Letter 11
This commenting law firm has submitted comments on behalf of Californians Allied for a Responsible Economy ("CARE CA") which is an incorporated association of individuals and labor organizations including the District Council of Ironworks and the Southern California Pipe Trades DC 16. Responses to the Blum Collins & Ho letter (referred to as "Letter 11") are provided below and an indexed copy of their letter follows. Responses to the SWAPE attachment were prepared by Urban Crossroads and their letter is also attached.

In general multiple comments provided by the commenter assert that the MND technical analyses improperly evaluate the Project's potential environmental impacts. City Planning disagrees with this assertion. The City considers the MND technical analyses in all respects to accurately represent the extent and magnitude of the Project impacts. Consistent with the City's CEQA environmental process, the Initial Study prepared for the Project evaluated potential impacts under 20 environmental resources areas. As part of the Initial Study analysis, supporting technical studies, each with applicable background information and modeling, were prepared specifically for this Project.

Analytic efforts provided by the commenter are acknowledged. Analysis and remarks provided by the commenter evidence a "difference of opinion" regarding how to undertake these analyses. In this regard, *CEQA Guidelines Section 15151. Standards for Adequacy of an EIR [MND]*, provides the following:

> "An EIR [MND] should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. *Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts. The courts have*

> *looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure"* [emphasis added].

Despite disagreement expressed by the commenter, the MND prepared for the Project including supporting technical analyses are considered adequate, complete, and represent a good faith effort at full disclosure of the Project's potential environmental impacts. Findings and conclusions of the MND are not affected. No revisions to the MND are required or proposed. Preparation of an EIR is not required.

Letter 11 – Transmittal
This is a transmittal email indicating a comment document, with exhibits is attached and providing a Dropbox link to supporting references.

Response to Letter 11 Transmittal
The comment is noted for the record and no response is required.

Comment 11-1
This is an introductory comment stating the law firm is providing comments on behalf of Californians Allied for a Responsible Economy ("CARE CA"), and does not provide any CEQA-related comments.

Response to Comment 11-1
The comment is noted for the record and no response is required.

Comment 11-2
This comment summarizes the proposed project.

Response to Comment 11-2
This is a summary comment reiterating the Project Description and history of prior site use as provided in the Initial Study. It does not raise specific environmental topics requiring a response. The comment is noted for the record and no response is required.

Comment 11-3
Comment introduces the letters attached Exhibits A & B. and indicates that comments specific to air quality and GHG, and to noise and vitiation are provided therein by commenter's experts whose curriculum vitae are also included in the exhibits. Commenter believes sufficient evidence is provided therein to support a fair argument that Project may result in significant adverse impacts, and therefore the City must prepare an EIR.

Response to Comment 11-3
CEQA Guidelines state that an Initial Study may rely upon expert opinion supported by facts, technical studies, or other substantial evidence to document its findings. The Initial Study prepared for the subject project evaluated potentially significant effects to 20

general environmental resources areas. Six technical studies prepared specifically for the project were peer reviewed and then incorporated into the Initial Study. No significant impacts that could not be mitigated to levels of less than significant were identified; the City has made the determination that a Mitigated Negative Declaration is the appropriate CEQA document to use in approval of the project.

Comment 11-4
This comment introduces CARE CA as an association of individuals and labor organizations "that may be adversely affected by the potential public and worker health and safety hazards, and the environmental impacts of the Project". Commenter further states that CARE CA advocates for protecting the environment and communities' workforce health and they have interest in enforcing environmental laws for safe working environments. This comment does not relate directly to any specific project CEQA analysis deficiency or error.

Response to Comment 11-4
The comment is noted for the record and no response is required.

Comment 11-5
Comment presents CEQA definitions and guidelines related to preparation of EIRs and Negative Declarations, as well as what Courts have held relative to the two. This comment does not relate directly to any specific project CEQA analysis deficiency or error.

Response to Comment 11-5
The comment is noted for the record and no response is required.

Comment 11-6
Commenter further believes that the MND for the Project fails to adequately analyze potentially significant impacts and fails to present substantial evidence to conclude impacts mitigated to less than significant levels; this is introductory to subsequent more detailed comments and as presented in exhibits.

Response to Comment 11-6
Responses to detailed comments are provided below in Responses to Comments 11-8 through 11-26.

Comment 11-7
This comment provides CEQA guidelines and Court explanations regarding the need for a complete and accurate Project Description. Comment does not identify any specific project-related Initial Study/MND deficiencies or errors.

Response to Comment 11-7
The comment is noted for the record and no response is required.

Comment 11-8

This comment provides CEQA guidelines and Court explanations related to the requirements that an EIR include analysis of environmental effects related to potential future tenants, uses, or actions of a project. The subject Project Application presents that the warehouse would be developed on a speculative basis and there are unknown future tenants, but reasonably foreseeable uses. Commenter further states that absent conditions of approval limiting Project operations to low intensity warehouse uses, it is reasonably foreseeable that the Project may involve high-intensity warehouse uses (e.g. high cube warehousing and cold storage).

Response to Comment 11-8

High-intensity uses are not proposed as part of the Project Application and the City will add a permit condition prohibiting cold storage in accordance with RMC § 18.156.950.E. The MND evaluates a mix of 20% general light industrial and 80% warehousing. As such, the Project generates more trips than the High-Cube Transload, High-Cube Cold Storage, and High-Cube Fulfillment (Non-Sort) uses. Given the size and configuration of the warehouse, the prospect of a lessee opting to utilize the facility as either a high-cube fulfillment (sort) (ITE 155) or high-cube parcel hub purposes are highly improbable due to the specialized and demanding nature of these operations and the logistical challenges they entail.

Comment 11-9

The commenter states that the "MND fails to substantiate the assumption that project operation will not involve cold storage uses." The commenter then describes various issues and environmental concerns surrounding cold storage warehouse uses and references the Attorney General's guidance and recommendation for mitigation measures to be adopted limiting cold storage, or recording a covenant on the title.

Response to Comment 11-9

The Project does not propose or require cold storage warehouse uses and would be so conditioned. Findings and conclusions of the MND are not affected.

Comment 11-10

The commenter speculates that use of backup generators at the Project site could result in potentially significant impacts not addressed in the MND. The City disagrees. In other than emergency conditions, backup generators typically operate only for short-term periodic testing. Emissions from such short-term operations would not contribute substantively to air pollutant emissions.

Response to Comment 11-10

Even if operated for protracted periods as speculated by the commenter, use of backup generators at the Project site would not result in impacts not considered and addressed in the MND. As a means of comparison, maximum emissions resulting from Project construction equipment operations would not exceed any SCAQMD significance thresholds (Initial Study pp. 37 – 40, 44 – 51) and would not result in any significant impacts. Within the context of Project construction,

grading operations would involve the following heavy-duty equipment: 1 grader, 2 excavators, 2 crawler tractors, 2 scrapers, and 1 rubber-tired dozer - - all operating for 8 hours per day for an estimated 30 days. It is highly unlikely that temporary operations of backup generators at the Project site would result in air quality impacts greater than would result from the cited Project construction equipment operations. As with Project construction-source air quality impacts, any potential air quality impacts resulting from backup generator operations would be less-than-significant. The commenter restates speculative remarks regarding potential development of cold storage warehouse uses at the Project. The Project does not propose or require development of cold storage warehouse use (see Response to Comment 11-9).

Comment 11-11

Comment states MND contains conflicting descriptions of future uses of hazardous materials with no mitigation provided and that Project is designed to be capable of supporting intensive warehouse uses and transport of hazardous materials need to be analyzed in an EIR.

Response to Comment 11-11

The City confirms that the Project Description states that it is anticipated that future items to be stored for distribution would include non-hazardous, non-flammable products on high-pile storage pallet racking and shelving.

Page 35 of the Initial study/MND states that the storage of hazardous materials shall be kept in compliance with State and local regulations. Additionally, all materials required during construction would be kept in compliance with State and local regulations and would comply with Best Management Practices. Further, the California Health and Safety Code Chapter 6.95 includes provisions for Hazardous Materials Release Response Plans and Inventory. The intent of the code is to protect the public health and safety and the environment; it is necessary to establish business and area plans relating to the handling and release or threatened release of hazardous materials. In San Bernardino County, this program is referred to as the Hazardous Materials Release Response Plans and Inventory (Business Plan) program and is operated by the SBFD CUPA. The Business Plan program is intended to provide information regarding hazardous materials at facilities to emergency responders and the general public, along with coordinating the reporting of releases and spill response among businesses to local, State, and federal government authorities.

Page 36 states that the Project Site is currently zoned EV/SD. Uses allowed within this zone include manufacturing, research, warehousing/ distributing, assembly of non-hazardous products and materials, and retail related to manufacturing. Operational activities would also include standard maintenance (i.e., landscape upkeep, exterior painting and similar activities) involving the use of commercially available products (e.g., pesticides, herbicides, gas, oil, paint, etc.) the use of which would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accidental release of hazardous materials into the environment. The Proposed Project would require implementation of Best Management Practices (BMPs) and

compliance with all applicable regulations. Therefore, no significant impacts are identified or anticipated, and no mitigation measures are required.

The City disagrees with conflicting commenter's statements regarding hazardous materials transport, storage, and use. Further, compliance with local, State, and federal law provides that no significant impacts would occur and no mitigation measures are required. Compliance with existing and future laws related to hazardous materials are required for any business to remain viable and in operation. With less than significant impacts, and EIR is not required.

Comment 11-12
This comment provides CEQA guidelines regarding the establishment of a project's baseline upon which impacts are determined significant . Comment does not identify any specific project-related Initial Study/MND deficiencies or errors.

Response to Comment 11-12
The comment is noted for the record and no response is required.

Comment 11-13
The commenter states that the MND relies on an inadequate baseline against which to analyze Project's air quality and greenhouse gas impacts.

Response to Comment 11-13
The City disagrees. Legal citations provided by the commenter are noted. The project does not use a historical baseline, and even if it had, a historical GHG emissions baseline is an appropriate existing conditions setting for evaluation of the Project GHG emissions impacts. See North County Advocates v. City of Carlsbad (Plaza Camino Real, LP, et al., Real Parties in Interest) 241 Cal.App.4th 94 (holding historical level of use is proper CEQA baseline).

Comment 11-14
The commenter rephrases previous Comment 11-13 regarding GHG emissions baseline conditions.

Response to Comment 11-14
These comments are addressed at previous Response 13. As substantiated in the MND, all Project GHG emissions impacts would be less-than-significant.

Comment 11-15
The commenter rephrases previous Comments 13, 14 regarding GHG emissions baseline conditions. The commenter states that "the Air Quality Analysis in the MND relies on the same fictitious baseline to determine air quality and health risk impacts." Specifically, all the Project's baseline conditions are those existing from 2018 onward, following the closure of the Splash Kingdom amusement park. Commenter states that the City lacks substantial evidence to support

its reliance on fully operational amusement park baselines to inform its analysis of the Project's impacts.

Response to Comment 11-15

The MND analysis of criteria pollutant emissions impacts and health risk impacts does not rely "on a fictious baseline." All criteria pollutant emissions impacts and health risk impacts have been evaluated based on specific operational characteristics of this Project in the context of applicable SCAQMD thresholds.

All Project emissions modeling and related analyses conform with SCAQMD's Modeling protocols, and employ the latest version of CalEEMod (Version 2022.1.1.12). All modeling inputs are consistent with applicable SCAQMD guidance, and reflect extensive practical experience of the MND air quality expert. The MND appropriately concludes that the Project would not result in or contribute to any potentially significant air quality impacts. Please refer to MND Item III. Air Quality, and MND Appendix A, Air Quality Analysis.

All Project health risk impacts have been evaluated consistent with Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis. All modeling inputs are consistent with applicable SCAQMD guidance, and reflect extensive practical experience of the MND air quality expert. The MND appropriately concludes that the Project would not result in or contribute to any potentially significant health risk impacts. Please refer to MND Item III. Air Quality, and MND Appendix C, Health Risk Assessment.

The City does not concur with alternative analyses offered by the commenter. In summary, the City has conducted necessary and appropriate analyses addressing the Project's likely environmental impacts, including but not limited to potential air quality, GHG emissions, and health risk impacts. All analyses have been conducted consistent with accepted professional practices, and are considered to accurately and adequately disclose the Project's potential impacts. Via the MND, the City has made a good faith effort at full disclosure of the Project's potential environmental impacts, including but not limited to the Project's potential air quality, GHG emissions, and health risk impacts. On this basis, the City has concluded that the Project would not result in any significant air quality impacts, GHG emissions impacts, or health risk impacts. Findings and conclusions of the MND are not affected.

Comment 11-16

Commenter states that the MND fails to include any measurements of existing ambient noise conditions on the Project site against which to measure the Project's potentially significant noise and vibration impacts. The MND defines the ambient noise level, but does not calculate it. The MND's failure to analyze the existing environmental setting with respect to noise results in an inadequate analysis of the Project's potential increase in noise above the ambient noise levels in the vicinity of the Project site.

Response to Comment 11-16

The commenter asserts that the Project could result in significant noise impacts. As discussed in the MND, construction-source noise impacts are considered less-than-significant based on compliance with date/time constraints outlined in the City's Noise Control Ordinance. See MND at p. 44. Additionally, the Project would incorporate Construction Noise Best Management Practices acting to further control and reduce Project construction-source noise. See MND at pp. 44, 45. The MND properly concludes that Project construction-source noise impacts would be less-than-significant and would not contribute substantially to area noise conditions.

Additionally, the Project would not generate traffic that would substantially increase ambient noise levels along Study Area roadways. In this regard, assuming that the speed and vehicle mix do not change, a doubling of traffic volumes would be required to create a discernible (3 dBA) increase in vehicular-source noise levels. The Project would contribute less than 2 percent to average daily traffic volumes in the Study Area (MND Appendix B, Traffic Analysis pp. 40, 42). Project traffic would therefore not contribute substantially to area noise conditions.

With regard to Project operational/area-source noise impacts, the current noise environment at the Project site is dominated by vehicular-source noise emanating from the adjacent I-10 freeway. The City of Redlands General Plan (General Plan Figure 7-8 Existing Noise Contours, Figure 7-9 Future Noise Contours Projected to 2035) indicates the Project site lies within the 70 CNEL noise contour paralleling the freeway. Noise analyses conducted for developments similar to the Project, including industrial projects of greater size adjacent to the project site, indicate that at 50 feet, received noise levels from operational activities could not exceed 66 dBA. Noise levels received at greater distances would be further reduced due to source-receptor noise attenuation factors (typically 1.5 dBA attenuation for each doubling of distance). Any noise generated by the Project operations as received at any land use greater than 50 feet from the Project boundary would not exceed 66 dBA, and would be imperceptible in the context of the 70 CNEL noise contour encompassing the Project site and properties adjacent to the freeway.

Comment 11-17

The commenter cites various CEQA requirements addressing impact significance, environmental analytic protocols, etc.

Response to Comment 11-17

Commenter remarks are noted. The commenter raises no issues regarding the Project's MND. The City is aware of and has complied with all applicable CEQA requirements and protocols. No further response is required.

Comment 11-18

Commenter states that the MND includes an inaccurate calculation of the Project's air quality impacts by underestimating the vehicle miles traveled of the trucks ingressing and egressing the Project site.

Response to Comment 11-18
The Air Quality Impact Analysis (AQIA) modeling and the AQIA in total reflect the City's understanding of the range and types of vehicles and vehicle trips that would result from the specific Project described in the MND. Employing this information and reflecting the MND air quality experts' experience with similar developments in similar contexts, the AQIA appropriately estimates Project trip generation and trip lengths, and models the resulting air pollutant emissions accordingly. See Initial Study, pp. 12 – 19, pp. 30 – 34, pp. 51 – 55, MND Appendix A Air Quality Impact Analysis, Appendix B Traffic Impact Analysis, Appendix F, Greenhouse Gas Analysis, Appendix I VMT Screening Analysis.

Comment 11-19
Commenter again states that the air quality impact conclusions of the MND are based on an erroneous baseline that does not reflect existing conditions. The MND's air quality impact assessment is therefore not supported by substantial evidence, and further that the MND includes no mitigation to reduce air quality impacts associated with construction and operation of the Project, even though the Project results in significant air quality and public health impacts. Comments cites their expert's (Dr. Clark) conclusion that the Project results in significant air quality impacts.

Response to Comment 11-19
The City disagrees. In the first instance the MND substantiates in detail that the Project would not result in any potentially significant air quality impacts. See Initial Study, pp. 12 – 19, and MND Appendix A Air Quality Impact Analysis. CEQA does not require mitigation of impacts that are determined to be less-than significant. The City further does not concur with alternative analyses offered by the commenter.

Comment 11-20
Commenter states that the MND fails to accurately analyze or mitigate project's construction and operational health risk based on their expert Dr. Clark who found that the Project results in a health risk impact which was not adequately analyzed or mitigated in the MND. Dr. Clark concluded that the health risk assessment relied on inappropriate breathing rates to artificially reduce the Project's potentially significant health risk impacts.

Response to Comment 11-20
In the first instance the MND substantiates in detail that the Project would not result in any potentially significant health risk impacts. See Initial Study, pp. 17 – 19, 30 – 34, and MND Appendix C Health Risk Assessment. CEQA does not require mitigation of impacts that are determined to be less-than significant. The City disagrees with the alternative analyses offered by the commenter.

Comment 11-21
The commenter states that "the MND fails to account for potentially significant health risk impacts associated with building downwash effect."

Response to Comment 11-21

For this Project, idling emissions are effectively line volume sources and have been modeled as such consistent with applicable AERMOD protocols. Per User's Guide for the AMS/EPA Regulatory Model (AERMOD), Section 3.3.9, Specifying Building Downwash Information, the building downwash algorithms do not apply to volume or area sources. The MND air quality experts have therefore concluded that truck idling emissions sources resulting from the Project would not be materially affected by downwash from the Project warehouse buildings. The Lead Agency does not concur with alternative analyses offered by the commenter. The commenter lists various measures that generally act to control or reduce air pollutant emissions. As noted previously, the Project would not result in any potentially significant air quality impacts. CEQA does not require mitigation for impacts determined to be less-than-significant.

Comment 11-22

Commenter notes that the Initial Study/MND makes no reference to the Kaiser Permanente seeking to expand their Redlands Medical Offices (located north of the Warehouse Project Site across Lugonia Avenue) into a full-service hospital. The City Municipal Code requires that warehouse project that abut uses including hospitals include a ten-foot-high screen wall and extra landscaping.

Response to Comment 11-22

According to the March 5, 2024 Project Site Plans 12% (82,104 s.f.) of the site will be landscaped and an 8-foot high metal fence will be provided at the north property boundary. These design parameters meet current Specific Plan Development Code (not the Municipal Code) as no uses currently exist adjacent to the Project Site to require more than what is provided. A project is not required to provide protection from uses that do not exist. Further, the City will adopt appropriate conditions of approval on the project post-entitlement as part of the detailed site plan review.

Comment 11-23

The commenter asserts that the MND did not adequately analyze the Project's operational-source noise impacts.

Response to Comment 11-23

See Response to Comment 11-16. With specific regard to the Redlands Municipal Code noise standard cited by the commenter, in the first instance, the land use 140 feet west of the Project site already lies within the 70 CNEL contour of the I-10 freeway. Any noise generated by the Project would be imperceptible against the background freeway noise. Further, the potential maximum received 60 dBA noise level cited by the commenter would be the exterior noise level, not the interior noise level limit governed by Municipal Code Section 8.06.080 Conventional construction typically provides a minimum 20 dBA noise attenuation from exterior to interior noise environments. As such, the received interior noise level at a building 140 feet from the Project would be 40 dBA, not 60 dBA as stated by the commenter. The received 40 dBA noise level would not exceed the Redlands Municipal Code standards.

Comment 11-24

Commenter states that their expert, Mr. Meighan calculates that the use of a vibratory roller, operated at the western property line, would create a vibration level of 0.016 in/sec. This would result in an exceedance of Municipal Code thresholds. Construction may therefore result in a significant vibration impact

Response to Comment 11-24

In the first instance the threshold cited by the commenter is not applicable to construction activities. Per Municipal Code Section 8.06,120, G. "Construction Activity: This chapter shall not apply to noise sources associated with new construction . . ." Further, the relevant threshold consideration here is whether Project activities would result in excessive vibration impacts. In this context, excessive vibration impacts would comprise vibration that could result in damage at proximate sensitive land uses or structures. Caltrans has established a maximum continuous vibration threshold of 0.3 PPV (in/sec) when considering whether construction-source vibration activities could result in damage at proximate sensitive land uses or structures. The Lead agency considers this the appropriate threshold applicable to the Project construction activities. Even assuming the received 0.016 in/sec vibration level cited by the commenter is accurate, Project construction-source vibration would not exceed the applicable 0.3 PPV in/sec threshold.

Comment 11-25

The commenter asserts that the Project would result in cumulatively significant air quality, public health, and greenhouse gas emissions impacts.

Response to Comment 11-25

The MND substantiates in all circumstances that Project air quality, health risk, and greenhouse gas emissions impacts would be less-than-significant. SCAQMD is the regulatory agency governing air quality, health risk, and greenhouse gas emissions considerations relevant to the Project. Per SCAQMD guidance, less-than-significant impacts at the Project level are not cumulatively considerable or cumulatively significant.[1] *Further, the Lead agency does not concur with alternative analyses offered by the commenter*

Comment 11-26

This comment is a concluding remark that the City should withdraw the MND and direct staff to prepare an EIR because as detailed above and in attached expert reports, substantial evidence supports of a fair argument that the Project poses a significant and unmitigated risk to the public due to unmitigated construction and operational air quality, health risk, greenhouse gas emissions, noise, land use and cumulative impacts.

[1] As a Lead Agency, South Coast AQMD "uses the same significance thresholds for project specific and cumulative impacts […]" (Appendix D, 2003 White Paper). Meaning, projects that exceed the project-specific significance threshold are considered cumulatively considerable and vice-versa. As a CEQA Commenting Agency, South Coast AQMD "recommends that other public agencies perform cumulative impact analysis relative to air quality in the same manner as does AQMD" (Appendix D, 2003 White Paper).

Response to Comment 11-26

The City as noted in above responses, does not concur there are significant and unmitigated Impacts ("risks") to the public. The MND and MND technical analyses together with the Responses provided herein comprise substantial evidence supporting the MND findings and conclusions that the Project would not result in any significant environmental impacts. The City has made the determination that a Mitigated Negative Declaration is the appropriate CEQA document to use in approval of the project.

Staff Conclusion

The Planning Commission should note that an Initial Study may rely upon expert opinion supported by facts, technical studies, or other substantial evidence to document its findings. Courts have found that disagreement among experts does not make a CEQA document inadequate.

We conclude that: 1) no new significant impacts have been identified; 2) there is no need for additional mitigation measures other than those presented in the circulated Initial Study and Mitigation Monitoring and Reporting Program; and 3) there is no need to recirculate the IS/MND. The City does not have an obligation to provide formal responses to the commenters however, this letter should be included in the Administrative Record for the project.

If you should have any questions or require additional information, please do not hesitate to give us a call.

Sincerely,

Cheryl A. Tubbs
Vice President

MEMORANDUM

URBAN CROSSROADS

DATE: April 30, 2024
TO: Kevin Beery, City of Redlands
FROM: Urban Crossroads
JOB NO: 15517-04 RTC SCAQMD

1101 CALIFORNIA WAREHOUSE RESPONSE TO SCAQMD COMMENTS

This letter has been prepared per the City's request for Urban Crossroads, Inc. to provide response to the comment letter from the South Coast Air Quality Management District (SCAQMD) dated April 17, 2024 regarding the CEQA Initial Study prepared for the 1101 California Street Warehouse Project (Project). The response provided herein is intended to provide the Planning Commission with information to proceed with adoption of a Mitigated Negative Declaration (MND) based on the Initial Study. The Initial Study has been submitted to the State Clearinghouse. The State-assigned Clearinghouse reference number is SCH No. 2024031107 and dates of the public review period for the Initial Study is March 28 through April 29, 2024.

OVERVIEW

CEQA Guidelines state that an Initial Study may rely upon expert opinion supported by facts, technical studies, or other substantial evidence to document its findings. (*CEQA Guidelines* §15603 (a) (3)) Consistent with the City's CEQA environmental process, the Initial Study prepared for the Project evaluated potential impacts under 20 environmental resources areas. Among the evaluated Initial Study environmental resources topics is the issue of potential impacts to air quality. As part of the Initial Study analysis, air quality technical studies (Air Quality Impact Analysis [AQIA], Greenhouse Gas Analysis [GHGA], and Health Risk Assessment [HRA]) – each with applicable supporting background information and modeling, were prepared specifically for the Project.

With specific regard to air quality issues addressed in the Initial Study, the AQIA, GHGA, and HRA prepared by Urban Crossroads Inc. concluded that the Project would not result in or cause any potentially significant impacts related to criteria air pollutants, greenhouse gases, or health risks related to air pollutants (Initial Study, pp. 12 – 19, 30 – 34, Appendix A *Air Quality Impact Analysis*, Appendix C *Health Risk Assessment*, Appendix F *Green House Gas Analysis*.

SCAQMD COMMENTS AND RESPONSE TO COMMENTS

In their comments, SCAQMD cites requirements established under SCAQMD Rule 2305 *Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions (WAIRE) Program*. As noted in the SCQAMD comments, the Project warehouse owners

will be required to comply with Rule 2305 once the warehouse is occupied. Consistent with SCAQMD requirements, the Project warehouse owner(s) will implement incumbent Rule 2305 provisions. Though not required, the City may want to notify the Applicant of Rule 2305 requirements via the Project Conditions of Approval. SCAQMD comments here do not raise any new environmental issues or concerns. Findings and conclusions of the Initial Study are not affected. No revision to the Initial Study is required.

SCAQMD comments further that SCAQMD permitting will be required for "the use of new stationary and portable sources, including but not limited to emergency generators, fire water pumps, boilers, spray booths, etc." With regard to the need for or use of the SCQAQMD-cited "stationary and portable sources," specific locations for, and types of, these potential sources are unknown at this preliminary stage of Project development. When these specific factors become available, SCAQMD will be contacted, and all SCAQMD permitting requirements will be complied with, thereby precluding potential impacts that may result from operations of any new stationary or potable uses that could generate air pollutant emissions. Again, though not required, the City may want to notify the Applicant of SCAQMD permitting requirements via the Project Conditions of Approval.

Further, that the Project does not propose or require boilers or spray booths that would comprise substantial emissions sources. Additionally, in other than emergency conditions, emergency generators or emergency fire water pumps operate only for short-term periodic testing, and emissions from such short-term operations would not contribute substantively to air pollutant emissions. In this latter regard, as a means of comparison, maximum emissions resulting from Project construction equipment operations would not exceed any SCAQMD significance thresholds (Initial Study pp. 37 – 40, 44 – 51). Within the context of Project construction, grading operations would involve the following heavy-duty equipment: 1 grader, 2 excavators, 2 crawler tractors, 2 scrapers, and 1 rubber-tired dozer - - all operating for 8 hours per day for an estimated 30 days. It is highly unlikely that temporary and intermittent operations of a few emergency generators at the Project site would result in air quality impacts greater than would result from the cited Project construction equipment operations. As with Project construction-source air quality impacts, any potential air quality impacts resulting from emergency generator operations would be less-than-significant. Findings and conclusions of the Initial Study are not affected. No revision to the Initial Study is required.

The Planning Commission should again note that an Initial Study may rely upon expert opinion supported by facts, technical studies, or other substantial evidence to document its findings. Courts have found that disagreement among experts does not make a CEQA document inadequate. (*CEQA Guidelines* § 15151) Despite comments provided by SCAQMD, the Initial Study prepared for the Project including, but not limited to, supporting AQIA, GHGA, and HRA are considered adequate, complete, and represent a good faith effort at full disclosure of the Project's potential air quality impacts.

SUMMARY AND CONCLUSIONS

Based on the preceding and substantial evidence presented in the Initial Study and supporting technical analyses we conclude that: 1) no new significant impacts have been identified by SCAQMD; 2) there is no need for mitigation other than is presented in the circulated Initial Study

and Mitigation Monitoring and Reporting Program; and 3) there is no need to recirculate the IS/MND.

The City is not required to provide a formal response to SCAQMD. (*CEQA Guidelines* § 15074(b)) However, this letter should be included in the Administrative Record for the Project. Additionally, the City is required to provide written notification to SCAQMD regarding any public hearing for the Project. (*CEQA Guidelines* § 15073(e))

MEMORANDUM

URBAN | CROSSROADS

DATE: June 4, 2024
TO: Kevin Beery, City of Redlands
FROM: Urban Crossroads
JOB NO: 15517-04 RTC ABJ&C

1101 CALIFORNIA WAREHOUSE RESPONSE TO ABJ&C COMMENTS

MASTER RESPONSE TO COMMENTS

Multiple comments provided by the commenter assert that the MND technical analyses improperly evaluate the Project's potential environmental impacts. The Lead Agency disagrees with this assertion. The Lead Agency considers the MND technical analyses in all respects to accurately represent the extent and magnitude of the Project impacts. Consistent with the City's CEQA environmental process, the Initial Study prepared for the Project evaluated potential impacts under 20 environmental resources areas. As part of the Initial Study analysis, supporting technical studies, each with applicable background information and modeling, were prepared specifically for this Project.

Analytic efforts provided by the commenter are acknowledged. Analysis and remarks provided by the commenter evidence a "difference of opinion" regarding how to undertake these analyses. In this regard, CEQA Guidelines Section 15151. Standards for Adequacy of an EIR [MND], provides the following:

> "An EIR [MND] should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in the light of what is reasonably feasible. *Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts. The courts have looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure*" [emphasis added].

Despite disagreement expressed by the commenter, the MND prepared for the Project including supporting technical analyses are considered adequate, complete, and represent a good faith effort at full disclosure of the Project's potential environmental impacts.

Findings and conclusions of the MND are not affected. No revisions to the MND are required or proposed. Preparation of an EIR is not required.

Comment 11-9

B. The MND Fails to Substantiate the Assumption that Project Operation Will Not Involve Cold Storage Uses

The MND analyses assume that the Project would not result in impacts associated with cold storage uses. This assumption lacks the support of substantial evidence, as the MND does not identify a tenant or end user for the warehouse. Further, this assumption is not reflected in any enforceable conditions related to Project use. In order for the City to correctly assume that the Project would not include cold storage, which is a common warehouse use,30 the MND would need to include binding measures or conditions which limit warehouse use at the Project to prohibit cold storage. Absent such a restriction, it is reasonable to assume that future Project warehouse tenants may use the site for cold storage. The MND does not include a restriction on cold storage use, yet fails to analyze the elevated air quality, public health, and energy impacts of cold storage use at the Project site. As a result, the MND may substantially underestimate these impacts.

A cold storage warehouse generates greater environmental impacts than other types of warehouses. Cold storage generates more trips per square foot and has higher energy impacts due to the low temperatures required by the facility's transport refrigeration units ("TRUs") and on-site storage. TRUs are refrigeration systems powered by integral diesel engines. The refrigeration systems are used to control the environment of temperature-sensitive products transported in insulated trucks, trailers, shipping containers, or railcars. The California Air Resources Board ("CARB") states that TRUs emit diesel particulate matter ("DPM"), fine particulate matter ("PM2.5"), oxides of nitrogen ("NOx"), and GHGs while in transit and during stationary operation at refrigerated warehouses or distribution centers, grocery stores, seaport facilities, intermodal railyards, and other locations of operation. CARB explains that communities near facilities where TRUs operate bear a disproportionate health burden:

PM2.5 pollution contributes to more fatalities than other air pollutants and can lodge deep in the lungs or pass through the lungs to enter the blood stream and affect the heart, brain, and other organs. Adverse health effects from long-term exposure to PM2.5 pollution include increased risk of heart attacks and heart disease, impaired lung development in children, the development and exacerbation of asthma, and premature death. NOx is a precursor to ozone, which can cause irritation and damage lung tissue, worsen asthma and chronic illnesses including obstructive pulmonary disease and reduce lung function.

CARB also explains that TRUs' emissions of GHGs contribute towards climate change, and that TRUs generate noise impacts: "TRU operations produce noise that can be problematic when deliveries that often occur late evening or early morning are near residential neighborhoods, hotels, hospitals, and elder care facilities… One study conducted by LSA Associates found that a diesel-powered TRU operating at high idle produces an A-weighted decibel (dBA) noise rating of 104 dBA, while a diesel truck at idle produces a noise rating of 96 dBA."

By assuming the Project will not include cold storage, the MND may drastically underestimate the Project's impacts in each of these areas. The MND does not provide supporting evidence demonstrating that cold storage uses would be absent from the Project site for the duration of the Project's life. Due to ever-increasing population and market demands in Southern California,

it is reasonably foreseeable that the Project may attract end users, either now or in future years of the Project's life, which require cold storage. As a result, the MND's assumption is not supported by substantial evidence. Rather, it is reasonably foreseeable that some of the 357,610 SF Project site may support cold storage end uses in the future.

In the California Attorney General's ("AG") guidance for warehouse projects, the AG recommends that, unless a developer adopts mitigation measures limiting cold storage impacts, the developer should record a covenant on the title of the underlying property to ensuring that the property cannot be used to provide refrigerated warehouse space. The City should include such a title restriction for the Project unless the MND is revised to analyze and mitigate impacts associated with a more conservative and fact-based cold-storage use percentage.

Response 11-9

The commenter states that the "MND fails to substantiate the assumption that project operation will not involve cold storage uses." The commenter then describes various issues and environmental concerns surrounding cold storage warehouse uses. These narratives are noted.

To be clear, the Project does not propose or require cold storage warehouse uses. There is no requirement that the MND evaluate actions or uses that are not proposed by the Project. Commenter assumption that the Project would involve or require cold storage warehouse uses is purely speculative. There is no need for the City to impose a "no refrigerated warehouse space" or similar title restriction for the Project. Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-10

C. The Project Description Fails to Include Reasonably Foreseeable Backup Generators

The MND fails to disclose potential backup/emergency stationary generators for the Project's operations. The MND's project description does not address whether backup generators are a reasonably foreseeable component of the Project, and the MND's technical analyses assume no backup generators will be installed for operations. The MND does not disclose any conditions or mitigation measures that limit or prevent use of backup generators. The MND must disclose and analyze the potential use of backup generators because (1) they are a reasonably foreseeable use and consequence of the Project, and (2) the use of backup generators will expand the Project's environmental effects.

In East Oakland Stadium Alliance v. City of Oakland, the Court of Appeal upheld an EIR's analysis of emissions from backup generators. The EIR's analysis assumed that generators would operate for 50 hours of testing and maintenance annually, while allocating no time for actual emergency use. In discussing the lead agency's duty to analyze backup generator emissions, the Court stated that "if the annual need for emergency generator use is reasonably foreseeable, the EIR was not entitled to disregard such use merely because it would occur at unpredictable times." The Court explained that use of a generator was reasonably foreseeable because, "[a]s noted in the EIR, some parts of the Bay Area are subject to predictable, sustained power outages undertaken to reduce the risk of fire." Thus, "[t]he EIR was required to make neither a generally applicable nor a worst-case assumption; rather it was required to make a reasonable estimate of likely annual use of the generators at the project site."

Here, as in East Oakland Stadium Alliance, back-up generators are a reasonably foreseeable consequence of the Project due to increasingly common Public Safety Power Shutoff ("PSPS") events and extreme heat events. Extreme heat events ("EHE") are defined as periods where in the temperatures throughout California exceed 100 degrees Fahrenheit.40 From January 2019 through December 2019, Southern California Edison reported 158 of their circuits underwent a PSP event.

In Los Angeles County, two circuits had 4 PSPS events during that period, lasting an average of 35 to 38 hours. The total duration of the PSPS events lasted between 141 hours to 154 hours in 2019. According to the California Public Utilities Commission (CPUC) de-energization report in October 2019, there were almost 806 PSPS events that impacted almost 973,000 customers (~7.5% of households in California) of which ~854,000 of them were residential customers. The California Air Resources Board estimates that with 973,000 customers impacted by PSPS events in October 2019, approximately 125,000 back-up generators were used by customers to provide electricity during power outage. The widespread use of backup generators to adapt to PSPS and EHE events suggests that back-up generators are a reasonably foreseeable consequence of the Project.

Further demonstrating that backup generators are reasonably foreseeable is the possibility that the Project may include cold storage. A cold storage warehouse has the ability to keep temperature sensitive items in a temperature-controlled environment, which requires a constant energy supply to power refrigeration. Cold storage warehouses thus commonly utilize backup generators. Backup generators commonly rely on fuels such as natural gas or diesel, and thus can significantly impact air quality, GHG emissions, and public health through toxic DPM emissions. Since the Project may include cold storage, it is reasonably foreseeable that the Project would require on-site backup generators.

Generators can emit criteria air pollutants, greenhouse gases, and toxic air contaminants ("TACs"). Backup generators commonly rely on fuels such as natural gas or diesel, and thus can significantly impact public health through DPM emissions. Diesel back-up generators emit significant amounts of Nitrogen Oxides ("NOx"), sulfur dioxides ("SO2"), particulate matter ("PM10"), carbon dioxide ("CO2"), carbon monoxide ("CO"), and volatile organic compounds ("VOC").

Omission of a generator system results in an underestimation of the Project's air quality, greenhouse gas, and health risk impacts. In sum, omission of the Project's generator results in an underestimation of the Project's reasonably foreseeable air quality, greenhouse gas, energy, and health risk impacts. The MND must be withdrawn and an EIR prepared to resolve this project description inconsistency and correct the affected impacts analyses to accurately disclose the Project's potentially significant impacts.

Response 11-10

The commenter speculates that use of backup generators at the Project site could result in potentially significant impacts not addressed in the MND. The Lead Agency disagrees. In other than emergency conditions, backup generators typically operate only for short-term periodic testing. Emissions from such short-term operations would not contribute substantively to air pollutant emissions.

Even if operated for protracted periods as speculated by the commenter, use of backup generators at the Project site would not result in impacts not considered and addressed in the

MND. As a means of comparison, maximum emissions resulting from Project construction equipment operations would not exceed any SCAQMD significance thresholds (Initial Study pp. 37 – 40, 44 – 51) and would not result in any significant impacts. Within the context of Project construction, grading operations would involve the following heavy-duty equipment: 1 grader, 2 excavators, 2 crawler tractors, 2 scrapers, and 1 rubber-tired dozer - - all operating for 8 hours per day for an estimated 30 days. It is highly unlikely that temporary operations of backup generators at the Project site would result in air quality impacts greater than would result from the cited Project construction equipment operations. As with Project construction-source air quality impacts, any potential air quality impacts resulting from backup generator operations would be less-than-significant. The commenter restates speculative remarks regarding potential development of cold storage warehouse uses at the Project. The Project does not propose or require development of cold storage warehouse uses. These comments are addressed at previous Response 12-9.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-13

A. The MND Relies on an Inadequate Baseline Against Which to Analyze Project's Air Quality and Greenhouse Gas Impacts

The California Supreme Court, in Communities for a Better Environment v. South Coast Air Quality Management District ("CBE v. SCAQMD"),62 recognized that "the baseline 'normally' consists of 'the physical environmental conditions in the vicinity of the project, as they exist at the time ... environmental analysis is commenced....'" This decision considered a long line of Court of Appeal decisions that hold, in similar terms, that the impacts of a proposed project are ordinarily to be compared to the actual environmental conditions existing at the time of CEQA analysis. This line of authority includes cases where a plan or regulation allowed for greater development or more intense activity than had so far actually occurred, as well as cases where actual development or activity had, by the time CEQA analysis was begun, already exceeded that allowed under the existing regulations.

In CBE v. SCAQMD, the Supreme Court identified circumstances under which a lead agency could deviate from the "normal" baseline of conditions existing at the date the Notice of Preparation is released. ConocoPhillips had applied to modify an operating petroleum refinery in a way that would increase operation of four boilers that produced steam for refinery operations. The lead agency selected as the project's baseline for nitrogen oxide emissions the amount the boilers would emit if they operated at the maximum level allowed under ConocoPhillips's existing permits, even though ConocoPhillips had never operated them at that level. Citing that refinery operations "vary greatly with the season, crude oil supplies, market conditions, and other factors,"68 the court explained that agencies may exercise discretion to accommodate a "temporary lull or spike in operations that happens to occur at the time of environmental review." The Court held that a lead agency enjoys the discretion to decide how the existing physical conditions can most realistically be measured, supported by substantial evidence. The Court rejected the "maximum level permitted" baseline because it did not aim to reflect existing conditions.

Some subsequent cases, as well as the CEQA Guidelines, have allowed lead agencies to deviate from using the NOP date as the baseline when assessing existing facilities/operations in limited situations "where conditions change or fluctuate over time." However, in most cases, the facility/operation was still operating to some extent at the time of the NOP.

For example, in Association of Irritated Residents v. Kern County Board of Supervisors, the court reviewed the baseline set for an oil refinery that temporarily suspended refining operations at the time of the NOP. The baseline was set at operating levels of the facility in 2007, when the refinery was operating at full capacity, whereas in 2013, the date of the NOP, no refining operations were occurring. The court articulated the baseline analysis as such:

Our analysis of County's treatment of the baseline question breaks the County's approach into two factual components. The first inquiry considers the basic question of whether County has a sufficient evidentiary basis for finding existing conditions included an operating refinery. If that finding is upheld, the second inquiry addresses whether substantial evidence supports County's choice of 2007 as a *realistic measure* of the baseline physical conditions created by the refinery's operations. [emphasis in original text]

To the first inquiry, the court "conclude[d] the EIR's choice of 2007 as the measure of an existing conditions baseline for an operating refinery (1) was supported by substantial evidence." The court noted that suspension of operations was intended as temporary, and that the refinery had a "history of fluctuating operations" – the refinery frequently started and stopped refining operations.

The court noted as relevant that when the refinery suspended operations at the time of the NOP, the refinery "continued other operations and activities. Those continuing activities included managing inventory, blending and marketing fuels, and functioning as a terminal for crude oil and finished petroleum products." To the second inquiry, substantial evidence supported that the 2007 figure was a reasonable representation of the operations actually performed at the refinery because there had been only a temporary suspension of activity at the refinery, not the permanent closure of an unrelated former use, as here.

In North County Advocates v. County of Carlsbad, the court upheld the use of recent historical traffic levels as a baseline for an operating shopping mall with that had greater-than-usual vacancies. Specifically, a large department store retail space in the mall was vacant at the time of the NOP. In determining the scope of baseline operations, the court analyzed the historical occupancy of the mall. The court noted that, although the retail space in question was vacant at the time CEQA review commenced, the mall remained operational. The court observed that the department store retail space within the mall frequently fluctuated in occupancy – for instance, "the Robinsons-May space was less occupied from 2007 through 2009 (two retail users occupied part of it from August 2006 through December 2007, and two others occupied part of it from August through November in 2008 and in 2009." The court concluded, "[w]e view this fluctuating occupancy—which is 'the nature of a shopping center'—as akin to the varying oil refinery operations in Communities for a Better Environment." Therefore, the court permitted the shopping center to use a baseline that assumed the department store retail space was occupied since it was a component of the mall, which remained operational.

Response 11-13

The commenter states that the MND relies on an inadequate baseline against which to analyze Project's air quality and greenhouse gas impacts. The Lead Agency disagrees. Legal citations provided by the commenter are noted. For the specific Project considered here, the Lead Agency has determined that the historical GHG emissions baseline is the applicable and appropriate existing conditions setting for evaluation of the Project GHG emissions impacts. See *North County Advocates v. City of Carlsbad (Plaza Camino Real, LP, et al., Real Parties in Interest)* 241 Cal.App.4th 94 (holding historical level of use is proper CEQA baseline).

Moreover, the Project total gross GHG emissions (3,534.58 MTCO2e/yr) does not approach much less exceed the applicable SCAQMD 10,000 MTCO2e/yr threshold. Even assuming the commenter's inaccurate baseline conditions, Project GHG emissions would not directly or indirectly have a significant impact on the environment, and impacts would be less-than-significant. Additionally, the MND at pp. 32, 33, and Appendix F, *Greenhouse Gas Emissions* substantiate that the Project would not conflict with any applicable plan, policy, or regulation adopted for the purposes of reducing GHG emissions. Impacts in these regards would be less-than-significant. Based on the preceding, the GHG emissions baseline employed in the MND GHG analysis is appropriate. As substantiated in the MND, all Project GHG emissions impacts would be less-than-significant.

With regard to evaluation of the Project's criteria pollutant emissions, the MND analyses conform with SCAQMD's Modeling protocols, and employ the latest version of CalEEMod (Version 2022.1.1.12). All modeling inputs are consistent with applicable SCAQMD guidance, and reflect extensive practical experience of the MND air quality expert. The MND appropriately concludes that the Project would not result in or contribute to any potentially significant criteria pollutant air quality impacts. Please refer to MND Item III. *Air Quality*, and MND Appendix A, *Air Quality Analysis*.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-14

Here, the City incorrectly claimed a baseline credit for a wholly shuttered former use that is unrelated to the proposed Project. The site was formerly developed as the Splash Kingdom amusement park, which closed in 2018, and was demolished in 2021, and currently features the remains of the former water park's abandoned attractions and structures. Unlike the shopping mall in North County Advocates, which sought to fill a vacant space in an existing mall, or the refinery in AIR v. Kern, which had ongoing refining operations at the time of the NOP, the Project has no relationship to the former water park and is not an expansion or replacement of components of an existing facility. The facts of the Project do not allow the City to take any credit for baseline operations based on the shuttered waterpark that occupied the site before 2021.

The Notice of Intent to Adopt this MND was released on March 26, 2024. At that time, the Project site contained only the demolished Splash Kingdom's abandoned attractions and structures. The MND provides that "because the site was previously developed with an amusement park, the Air Quality Impact Analysis utilized the past emissions values as the existing condition baseline for the Proposed Project's new development emissions." This is incorrect. The City's choice to use fictitious emissions values as the existing baseline is misplaced. The "normal" baseline described

in CBE v. SCAQMD, which should reflect the physical environmental conditions in the vicinity of the project, as they exist at the time environmental analysis is commenced, is of a vacant developed lot. No sources of emissions are operational at the Project Site, or have been since the water park's closure in 2018 or demolition in 2021.

The MND fails to provide substantial evidence to justify deviation from the "normal" baseline. The MND cannot provide this evidence because operations of the water park on the Project site had completely ceased, which makes this case plainly distinguishable from Association of Irritated Residents v. Kern County Board of Supervisors, CBE v. SCAQMD,89 North County Advocates v. County of Carlsbad, and other leading cases allowing use of recent historical conditions as a baseline.

Those cases all involved operations active at the time of the NOP experiencing a temporary "lull" due to their "history of fluctuating conditions." Here, the Project involves a completely vacated facility at the date of the Notice of Intent; Splash Kingdom did not merely halt operations for a period – it completely vacated the premises. There is no evidence that Splash Kingdom expects to reoccupy the Project site, or that water parks are businesses where operations are expected to vacate and reoccupy warehouse facilities due to regularly fluctuating conditions. Therefore, the MND lacks evidence for finding existing conditions included an operating amusement park.

The CEQA Guidelines state that existing conditions may be defined "by referencing historic conditions" that are supported by substantial evidence, "where necessary to provide the most accurate picture practically possible of the project's impacts." A departure from the normal use of existing baseline conditions "can be justified by substantial evidence that an analysis based on existing conditions would tend to be misleading or without informational value. Here, the record contains no substantial evidence that analysis based on existing conditions would be misleading or without informational value. If the Project were not to proceed, the site would remain an empty lot continuing to emit no greenhouse gas emissions, air quality impacts, health risk, or traffic impacts.

Response 11-14

The commenter rephrases previous Comment 13 regarding GHG emissions baseline conditions. These comments are addressed at previous Response 13. As substantiated in the MND, all Project GHG emissions impacts would be less-than-significant.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-15

In fact, it is misleading to rely on a fictitious baseline. Dr. Clark determined that the reliance on an inaccurate baseline results in an underestimation of Project emissions. Specifically, the reliance on fictitious emissions associated with a historical use of a water park to reduce Net GHG Emissions from the Project results in a gross miscalculation of the Project's potentially significant greenhouse gas emissions impacts. The MND's analysis includes a calculation that Net Emissions is calculated by subtracting Existing Emissions from the Proposed Emissions from Total CO2 emissions.

The MND's conclusions based on subtracting the fictitious 2,228.88 Existing Emissions from the Total Emissions of 3,534.58, are incorrect. Total and Net Emissions remain 3,534.58. The reliance on fictitious "Existing Emissions" to reduce the Project's Net Emissions is inaccurate and results in inaccurate Greenhouse Gas Emissions impact assessment. Dr. Clark concludes, therefore, that the City's analysis is incomplete and must be revised in an EIR circulated for public review.

The Air Quality Analysis in the MND relies on the same fictitious baseline to determine air quality and health risk impacts. All the Project's baseline conditions are those existing from 2018 onward, following the closure of the Splash Kingdom amusement park.

The City lacks substantial evidence to support its reliance on fully operational amusement park baselines to inform its analysis of the Project's impacts. The MND must be withdrawn and an EIR circulated to include baseline analyses which reflect the conditions existing at the Project site at the time of the Notice of Intent, and to revise any impact analyses that utilized these erroneous baselines.

Response 11-15

The commenter rephrases previous Comments 13, 14 regarding GHG emissions baseline conditions. These comments are addressed at previous Responses 13, 14. As substantiated in the MND, all Project GHG emissions impacts would be less-than-significant.

The commenter states that "the Air Quality Analysis in the MND relies on the same fictitious baseline to determine air quality and health risk impacts." This is incorrect. The MND analysis of criteria pollutant emissions impacts and health risk impacts does not rely "on a fictious baseline." All criteria pollutant emissions impacts and health risk impacts have been evaluated based on specific operational characteristics of this Project in the context of applicable SCAQMD thresholds.

All Project emissions modeling and related analyses conform with SCAQMD's Modeling protocols, and employ the latest version of CalEEMod (Version 2022.1.1.12). All modeling inputs are consistent with applicable SCAQMD guidance, and reflect extensive practical experience of the MND air quality expert. The MND appropriately concludes that the Project would not result in or contribute to any potentially significant air quality impacts. Please refer to MND Item III. *Air Quality*, and MND Appendix A, *Air Quality Analysis*.

All Project health risk impacts have been evaluated consistent with *Health Risk Assessment Guidance for Analyzing Cancer Risk from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis*. All modeling inputs are consistent with applicable SCAQMD guidance, and reflect extensive practical experience of the MND air quality expert. The MND appropriately concludes that the Project would not result in or contribute to any potentially significant health risk impacts. Please refer to MND Item III. *Air Quality*, and MND Appendix C, *Health Risk Assessment.*

The Lead Agency does not concur with alternative analyses offered by the commenter. Please refer to the introductory Master Response and Responses provided herein substantiating accuracy and adequacy of all MND technical analyses.

In summary, the Lead Agency has conducted necessary and appropriate analyses addressing the Project's likely environmental impacts, including but not limited to potential air quality, GHG emissions, and health risk impacts. All analyses have been conducted consistent with accepted professional practices, and are considered to accurately and adequately disclose the Project's

potential impacts. Via the MND, the Lead Agency has made a good faith effort at full disclosure of the Project's potential environmental impacts, including but not limited to the Project's potential air quality, GHG emissions, and health risk impacts. On this basis, the Lead agency has concluded that the Project would not result in any significant air quality impacts, GHG emissions impacts, or health risk impacts. Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-16

B. The MND Fails to Analyze the Site's Baseline Noise Environment Against Which to Analyze Project's Noise and Vibration Impacts

Mr. Meighan, CARE CA's expert noise consultant at Wilson Ihrig concludes that the MND fails to include an accurate ambient noise analysis. The MND fails to include any measurements of existing ambient noise conditions on the Project site against which to measure the Project's potentially significant noise and vibration impacts. The MND defines the ambient noise level, but does not calculate it. The MND provides that, "Ambient Noise Level [means]: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location." "Given the proximity to both local streets and Interstate 10 (I-10), along with noise from nearby residences and commercial parking lots, as well as shielding from the main noise source of I-10, noise levels should be physically measured to be accurately determined."

The MND's failure to analyze the existing environmental setting with respect to noise results in an inadequate analysis of the Project's potential increase in noise above the ambient noise levels in the vicinity of the Project site. The MND's conclusion that "the Proposed Project would not generate substantial permanent increase in ambient noise levels in the vicinity of the Project" is therefore not supported by substantial evidence. The MND must be withdrawn and an EIR circulated which accurately characterizes the environmental setting with respect to noise and adequately analyzes and mitigates potentially significant noise and vibration impacts before the Project can lawfully be approved.

Response 11-16

The commenter asserts that the Project could result in significant noise impacts. The Lead Agency disagrees. As discussed in the MND, construction-source noise impacts are considered less-than-significant based on compliance with date/time constraints outlined in the City's Noise Control Ordinance. See MND at p. 44. Additionally, the Project would incorporate Construction Noise Best Management Practices acting to further control and reduce Project construction-source noise. See MND at pp. 44, 45. On-road construction equipment accessing the Project site would be required to travel along designated haul routes that avoid sensitive land uses, thereby minimizing potential noise impacts at sensitive land uses. On this basis, the MND properly concludes that Project construction-source noise impacts would be less-than-significant and would not contribute substantially to area noise conditions.

Additionally, the Project would not generate traffic that would substantially increase ambient noise levels along Study Area roadways. In this regard, assuming that the speed and vehicle mix do not change, a doubling of traffic volumes would be required to create a discernible (3 dBA) increase in vehicular-source noise levels. The Project would contribute less than 2 percent to

average daily traffic volumes in the Study Area (MND Appendix B, *Traffic Analysis* pp. 40, 42). Project traffic would therefore not contribute substantially to area noise conditions.

With regard to Project operational/area-source noise impacts, the current noise environment at the Project site is dominated by vehicular-source noise emanating from the adjacent I-10 freeway. The City of Redlands General Plan (General Plan Figure 7-8 *Existing Noise Contours*, Figure 7-9 Future Noise Contours Projected to 2035) indicates the Project site lies within the 70 CNEL noise contour paralleling the freeway. Noise analyses conducted for developments similar to the Project, including industrial projects of greater size adjacent to the project site, indicate that at 50 feet, received noise levels from operational activities could not exceed 66 dBA. Noise levels received at greater distances would be further reduced due to source-receptor noise attenuation factors (typically 1.5 dBA attenuation for each doubling of distance). Any noise generated by the Project operations as received at any land use greater that 50 feet from the Project boundary would not exceed 66 dBA, and would be imperceptible in the context of the 70 CNEL noise contour encompassing the Project site and properties adjacent to the freeway. Based on the preceding, the Project would not result in significant noise impacts, or contribute substantially to area noise conditions. Project impacts in these regards would be less-than-significant.

The Lead agency does not concur with alternative analyses offered by the commenter. Please refer to the introductory Master Response and Responses provided herein substantiating accuracy and adequacy of all MND technical analyses.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-17

V. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT AIR QUALITY IMPACTS

An EIR must fully disclose all potentially significant impacts of a project, and implement all feasible mitigation to reduce those impacts to less than significant levels. The lead agency's significance determination with regard to each impact must be supported by accurate scientific and factual data. An agency cannot conclude that an impact is less than significant unless it produces rigorous analysis and concrete substantial evidence justifying the finding.

Moreover, the failure to provide information required by CEQA is a failure to proceed in the manner required by CEQA. Challenges to an agency's failure to proceed in the manner required by CEQA, such as the failure to address a subject required to be covered in an EIR or to disclose information about a project's environmental effects or alternatives, are subject to a less deferential standard than challenges to an agency's factual conclusions. In reviewing challenges to an agency's approval of an EIR based on a lack of substantial evidence, the court will "determine de novo whether the agency has employed the correct procedures, scrupulously enforcing all legislatively mandated CEQA requirements."

Even when the substantial evidence standard is applicable to agency decisions to certify an EIR and approve a project, reviewing courts will not 'uncritically rely on every study or analysis presented by a project proponent in support of its position. A clearly inadequate or unsupported study is entitled to no judicial deference.'"

Response 11-17

The commenter cites various CEQA requirements addressing impact significance, environmental analytic protocols, etc. Commenter remarks are noted. The commenter raises no issues regarding the MND. The Lead Agency is aware of and complies with all applicable CEQA requirements and protocols. No further response is required.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-18

A. The MND Fails to Use Actual Truck Trip Lengths, Resulting in an Underestimation of Vehicle Emissions

The MND's conclusion that air quality impacts are less than significant is not supported by substantial evidence. To the contrary, emissions from diesel trucks will result in significant air quality impacts associated with the emissions of Toxic Air Contaminants ("TACs"). The City's own General Plan Update and Climate Action Plan EIR provide that "CARB has identified diesel engine exhaust particulate matter as the predominant TAC in California. Diesel particulate matter is emitted into the air by diesel-powered mobile vehicles, including heavy-duty diesel trucks, construction equipment, and passenger vehicles. Certain ROGs may also be designated as TACs.

The MND includes an inaccurate calculation of the Project's air quality impacts by underestimating the vehicle miles traveled of the trucks ingressing and egressing the Project site. The MND provides:

To determine emissions from trucks for the proposed industrial uses, the analysis incorporated the SCAQMD recommended truck trip length of 15.3 miles for 2-axle (LHDT1, LHDT2), 14.2 miles for 3-axle (MHDT) trucks, and 39.9 miles for 4+-axle (HHDT) trucks and weighting the average trip lengths using traffic trip percentages. The trip length function for the warehouse and the general light industrial uses has been conservatively calculated to 30.34 miles and 29.84 miles, respectively, with an assumption of 100% primary trips for the proposed industrial land uses.

According to the Air Quality Analysis for the IS/MND, the SCAQMD recommended truck trip length of 40 (39.9) miles was incorporated in the CalEEMod analysis. Guidance from SCAQMD does not require a 40-mile truck trip, rather as stated in the SCAQMD's Final Environmental Assessment and Adoption of Proposed Rule 2305 – Warehouse Indirect Source Rule (WAIRE), the trip length for Class 8 trucks (heavy duty multi-axle trucks) are assumed to travel 39.9 miles per trip based on modeling conducted for the 2016 Regional Transportation Plan (RTP) from SCAG and the 2016 Air Quality Management Plan (AQMP). SCAQMD has explained that this guidance is not intended to replace an analysis of actual truck trip distances to and from the ports.

The MND's reliance on 39.9 miles per trip average is therefore misplaced. Contrary to the MND's assertion, the 40-mile trip length is not "required" by SCAQMD. It is a default average value recommended by SCAQMD for use in CalEEMod modeling in the absence of more specific data. CalEEMod explains that default values are only intended to be used "if site-specific information is not available." And CEQA requires that significance determinations be "based to the extent possible on scientific and factual data." The MND is inconsistent with this requirement because it lacks any evidence to support the assumption that truck trips to and from the Project site would be just 40 miles long. In particular, the MND does not identify any originating locations or

destinations for the Project's warehouse products which are 40 miles (or less) from the Project site. The MND therefore lacks substantial evidence to support its reliance on 40-mile truck trips.

The actual conditions of the Project potentially result in a far higher average truck trip. CARE CA's expert Dr. Clark provided substantial evidence demonstrating that the nearest ports, which are common originating and destination locations for warehouse supply shipments, are at least 80 miles from the Project site, supporting a more reasonable conclusion that average truck trips would be 80 or more miles. As Dr. Clark explains, trucks are likely to travel to the Port of Long Beach and the Port of Los Angeles, which would result in a true truck trip of approximately 80 miles. This would result in a nearly 200% longer trip than estimated in the air quality assessment in the MND. This error results in a gross miscalculation of the Project's greenhouse gas, air quality, diesel particulate matter, and toxic air contaminant emissions associated with operation of the Project. The Project's impacts with respect to greenhouse gas emissions and air pollutant emissions will be nearly doubled, utilizing the correct trip length. The vehicle emissions and greenhouse gas impacts associated with Project operation must be recalculated based on the higher average truck trip lengths.

Moreover, depending on the type of warehouse operation, the actual trip generation rate could be magnitudes greater than those assumed by the MND depending on the eventual tenant. An increased intensity of use would further compound the Project's VMT, air quality, and GHG impacts. The City must correct the estimated distance traveled by trucks and analyze the Project's impacts based on actual distances in a revised and recirculated FSEIR[sic].

Response 11-18

The commenter asserts "[t]he MND fails to use actual truck trip lengths, resulting in an underestimation of vehicle emissions." The Lead Agency disagrees. The AQIA modeling and the AQIA in total reflect the Lead Agency's understanding of the range and types of vehicles and vehicle trips that would result from the specific Project described in the MND. Employing this information and reflecting the MND air quality experts' experience with similar developments in similar contexts, the AQIA appropriately estimates Project trip generation and trip lengths, and models the resulting air pollutant emissions accordingly. The AQIA thus provides an analysis of likely vehicular-source air quality impacts based on the best available information and what is reasonably feasible in the context of this specific Project. The MND analysis substantiates that Project VMT impacts and vehicular-source emissions impacts would be less-than-significant. See Initial Study, pp. 12 – 19, pp. 30 – 34, pp. 51 – 55, MND Appendix A *Air Quality Impact Analysis*, Appendix B *Traffic Impact Analysis*, Appendix F, *Greenhouse Gas Analysis*, Appendix I *VMT Screening Analysis*.

The Lead agency does not concur with alternative analyses offered by the commenter. Please refer to the introductory Master Response and Responses provided herein substantiating accuracy and adequacy of all MND technical analyses.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-19

B. The MND Fails to Accurately Analyze or Mitigate the Project's Potentially Significant Air Quality Impacts

As discussed above, the air quality impact conclusions of the MND are based on an erroneous baseline that does not reflect existing conditions. The MND's air quality impact assessment is therefore not supported by substantial evidence. The MND includes no mitigation to reduce air quality impacts associated with construction and operation of the Project, even though the Project results in significant air quality and public health impacts. Dr. Clark concludes that the Project results in significant air quality impacts from criteria and TAC pollutants associated with yard equipment used on the Project site. The MND provides, that as required by City of Redlands Ordinance No. 2955, a minimum of ninety percent (90%) of the on-site cargo handling equipment shall be zero emissions for new warehouse development project. But, Dr. Clark found that the MND fails to account for the nearly 10% of on-site cargo handling equipment that will not be zero emission. The non-zero emission on-site cargo handling equipment may result in significant criteria and toxic air pollutants, which were not analyzed or mitigated in the MND. The MND's conclusion that air quality impacts are less than significant is therefore not supported by substantial evidence. Substantial evidence in Dr. Clark's comments supports a fair argument that the Project may result in a significant air quality impact from emissions of criteria and toxic pollutants from on-site motorized operational equipment.

Response 11-19

The commenter states that the MND "[f]ails to accurately analyze or mitigate the project's potentially significant air quality impacts." The Lead Agency disagrees. In the first instance the MND substantiates in detail that the Project would not result in any potentially significant air quality impacts. See Initial Study, pp. 12 – 19, and MND Appendix A *Air Quality Impact Analysis*. CEQA does not require mitigation of impacts that are determined to be less-than significant.

The Lead agency does not concur with alternative analyses offered by the commenter. Please refer to the introductory Master Response and Responses provided herein substantiating accuracy and adequacy of all MND technical analyses.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-20

C. The MND Fails to Accurately Analyze or Mitigate the Project's Construction and Operational Health Risk

Furthermore, Dr. Clark found that the Project results in a health risk impact which was not adequately analyzed or mitigated in the MND. Dr. Clark concluded that the health risk assessment relied on inappropriate breathing rates to artificially reduce the Project's potentially significant health risk impacts. Dr. Clark calculated that the health risk estimate for ages 2 to 30 years is off by a factor of 1.3. Utilizing the correct breathing rate, the Project's health risk impacts are significant and require mitigation in an EIR before the Project can be approved.

Response 11-20

The commenter states that the MND "fails to accurately analyze or mitigate the project's construction and operational health risk." The Lead Agency disagrees. In the first instance the MND substantiates in detail that the Project would not result in any potentially significant health risk impacts. See Initial Study, pp. 17 – 19, 30 – 34, and MND Appendix C *Health Risk Assessment*. CEQA does not require mitigation of impacts that are determined to be less-than significant.

The Lead agency does not concur with alternative analyses offered by the commenter. Please refer to the introductory Master Response and Responses provided herein substantiating accuracy and adequacy of all MND technical analyses.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-21

Further, the MND fails to account for potentially significant health risk impacts associated with building downwash effect. In order to assess the impact of project related emissions, the MND included air quality modeling utilizing AERMOD, which is used to assess near-field pollutant dispersion. However, Dr. James Clark explains that the air dispersion model used for the health risk analysis ("HRA") for the construction and operational phases of the Project has a structural flaw that results in inaccurate estimates of the Project emissions within the community.

Dr. Clark reviewed the City's AERMOD modeling, and noted that the City's use of AERMOD does not account for the impact on emissions from building downwash, rendering the analysis inaccurate. Dr. Clark's comments explain that building downwash occurs as the wind flows over and around buildings and impacts the dispersion of pollution from nearby stacks. A plume caught in the path of this flow is drawn into the wake, temporarily trapping it in a recirculating cavity.

This downwash effect leads to higher ground-level concentration of chemicals. The downwash effect increases as the relative difference between the release height and top of the building increases. This effect is well-understood. For example, analysis and mitigation of downwash is discussed in Section 123 of the Clean Air Act. The MND completely fails to account for this impact in its AERMOD model, nor does it provide any justification why. Dr. Clark found that running the model without considering building downwash significantly underestimates the impacts of the project.

When a standard, accepted methodology is available to assess a significant impact, an EIR must evaluate the impact unless a reasoned basis for not doing so is provided. In Berkeley Keep Jets Over the Bay Comm. v. Board of Port Comm'rs, a court reviewed a DEIR's failure to analyze health risk from TAC exposure. The DEIR claimed that no methodology or standards of significance existed for assessing the health risk from TAC exposure. The court determined that the lead agency abused its discretion, reasoning that the lead agency failed to consider, in good faith, comments from the public showing that it was feasible to analyze health risk from TAC exposure:

The Port has not cited us to any reasonably conscientious effort it took either to collect additional data or to make further inquiries of environmental or regulatory agencies having expertise in the matter….At the very least, the documents submitted by the public raised substantial questions about the project's effects on the environment and the unknown health risks to the area's residents…the Port has not offered any justification why more definitive information could not have been provided.

Here, the City failed to analyze a critical dispersion factor – building downwash – which affects the rate and severity of exposure to TACs, without explaining why. Dr. Clark's comments show that an AERMOD model can be run to account for building downwash. The City's failure to include this emission factor in its health risk analysis represents a failure to accurately to analyze and

disclose the ground level concentration of DPM emissions generated by the Project. The MND must be withdrawn and EIR circulated to adequately analyze and mitigate Project health risk impacts.

The City must circulate an EIR which adequately analyzes all of the Project's potentially significant impacts, and require all feasible mitigation to reduce the Project's significant environmental and public health impacts to less than significant levels. Feasible mitigation includes, but is not limited to, the following:

1. Until construction of the Project is completed, Applicant shall require that all diesel off-road construction equipment must meet USEPA Tier 4 Final off-road emissions standards for equipment rated at 50 horsepower or greater wherever and whenever reasonably available. In the event that Tier 4 construction equipment is not available, the Applicant may utilize Tier 3 construction equipment outfitted with Best Available Control Technology ("BACT") devices, including but not limited to a CARB certified Level 3 Diesel Particulate Filters ("DPF").

2. All heavy-duty trucks entering the Project site shall be model year 2017 or later to the extent feasible, and in any event all heavy-duty trucks entering the Project site shall be no earlier than model year 2014.

3. Provide EV capable infrastructure for a minimum of five medium-duty and/or heavy-duty trucks to accommodate future installation of medium-duty and/or heavy-duty EV charging stations.

4. Require that all outdoor cargo handling equipment (including yard trucks, yard goats, pallet jacks, and forklifts) shall be zero emission. The Project site shall include the necessary charging stations for electric cargo handling equipment.

5. Require 10-foot-high concrete screen wall encompassing the western parking lot and docking area.

These measures should be included a Mitigation Monitoring and Reporting Program in a legally adequate EIR circulated for public review and scrutiny before the Project can be approved.

Response 11-21

The commenter states that "the MND fails to account for potentially significant health risk impacts associated with building downwash effect." The Lead Agency disagrees. For this Project, idling emissions are effectively line volume sources and have been modeled as such consistent with applicable AERMOD protocols. Per User's Guide for the AMS/EPA Regulatory Model (AERMOD), Section 3.3.9, *Specifying Building Downwash Information*, the building downwash algorithms do not apply to volume or area sources. The MND air quality experts have therefore concluded that truck idling emissions sources resulting from the Project would not be materially affected by downwash from the Project warehouse buildings.

The Lead Agency does not concur with alternative analyses offered by the commenter. Please refer to the introductory Master Response and Responses provided herein substantiating accuracy and adequacy of all MND technical analyses.

The commenter lists various measures that generally act to control or reduce air pollutant emissions. As noted previously, the Project would not result in any potentially significant air quality impacts. CEQA does not require mitigation for impacts determined to be less-than-significant.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-23

VI. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT NOISE IMPACTS

As detailed above, the MND fails to include an accurate baseline against which to analyze the Project's noise impacts. Noise and vibration impacts may therefore be underestimated. Further, substantial evidence supports a fair argument that noise and vibration impacts may be significant and require mitigation in an EIR circulated for public review before the Project can lawfully be

approved.

A. The MND Fails to Adequately Analyze Operational Noise Impacts

Mr. Meighan determined that the MND fails to adequately analyze the Project's operational noise emissions. Mr. Meighan concludes that "Day-to-day operational noise levels are not discussed in the MND at all. Typical sources from a warehouse project can include loading dock noise, rooftop mechanical noise, and parking lot noise, among other sources. These can combine to increase ambient noise levels and can be more sensitive than construction noise due to the more permanent nature of the duration."

Section 8.06.080 of the Redlands Municipal Code provides that no entity can "operate or cause to be operated any source of sound, or allow the creation of any noise, which causes the noise level when measured inside a neighboring receiving occupied building to exceed" the standard of 60 dBA for industrial buildings. For example, rooftop commercial HVAC units may reach as high as 88 dBA at a 3 feet reference level, in which case three of these units could exceed the industrial interior noise limit of 60 dBA set in section 8.06.080 at 140 feet away (the distance between the project and the nearest façade to the west). Operation of the Project's HVAC system may result in potentially significant noise impacts, and must be analyzed and mitigated in an EIR.

Response 11-23

The commenter asserts that the MND did not adequately analyze the Project's operational-source noise impacts. The Lead Agency disagrees. These comments are addressed at previous Response 12-16. With specific regard to the Redlands Municipal Code noise standard cited by the commenter, in the first instance, the land use 140 feet west of the Project site already lies within the 70 CNEL contour of the I-10 freeway. Any noise generated by the Project would be imperceptible against the background freeway noise. Further, the potential maximum received 60 dBA noise level cited by the commenter would be the *exterior* noise level, not the *interior* noise level limit governed by Municipal Code Section 8.06.080 Conventional construction typically provides a minimum 20 dBA noise attenuation from exterior to interior noise environments. As such, the received *interior* noise level at a building 140 feet from the Project would be 40 dBA, not

60 dBA as stated by the commenter. The received 40 dBA noise level would not exceed the Redlands Municipal Code standards, and impacts would therefore be less-than-significant.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-24

B. Project Construction May Result in Potentially Significant Vibration Impacts

Mr. Meighan calculates that the use of a vibratory roller, operated at the western property line, would create a vibration level of 0.016 in/sec. This would result in an exceedance of Municipal Code thresholds. Construction may therefore result in a significant vibration impact which must be analyzed and mitigated in an EIR circulated for public review and scrutiny before the Project can be approved.

Response 11-24

The commenter asserts that the Project could result in potentially significant vibration impacts. The Lead Agency disagrees. In the first instance the threshold cited by the commenter is not applicable to construction activities. Per Municipal Code Section 8.06,120, G. "*Construction Activity*: This chapter shall not apply to noise sources associated with new construction . . ." Further, the relevant threshold consideration here is whether Project activities would result in *excessive* vibration impacts. In this context, excessive vibration impacts would comprise vibration that could result in damage at proximate sensitive land uses or structures. Caltrans has established a maximum continuous vibration threshold of 0.3 PPV (in/sec) when considering whether construction-source vibration activities could result in damage at proximate sensitive land uses or structures. The Lead agency considers this the appropriate threshold applicable to the Project construction activities. Even assuming the received 0.016 in/sec vibration level cited by the commenter is accurate, Project construction-source vibration would not exceed the applicable 0.3 PPV in/sec threshold, and impacts would therefore be less-than-significant.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-25

VII. THE CITY MUST PREPARE AN EIR BECAUSE THERE IS SUBSTANTIAL EVIDENCE SUPPORTING A FAIR ARGUMENT THAT THE PROJECT MAY RESULT IN SIGNIFICANT CUMULATIVE IMPACTS

The MND's conclusion that the Project would have a less than significant impact related to cumulatively considerable impacts, is not supported by substantial evidence. "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects." The MND asserts without substantial evidence that the Project would not result in a cumulatively considerable environmental impact. But, the MND fails to analyze any "past projects…current projects, and the effects of probable future projects" in determining the cumulative significance of the Project.

CEQA requires lead agencies to conduct an analysis of "past projects, the effects of other current projects, and the effects of probable future projects." The MND fails to include any list of past, present, or future projects which may result in cumulatively considerable air quality, public health, and greenhouse gas emissions. The Project site is surrounded by heavy industrial uses on all sides. Dr. Clark concludes that the MND fails to adequately analyze the cumulative impacts of the Project because the MND fails to identify all nearby projects, fails to compile cumulative emissions, and fails to estimate cumulative health impacts to on-site and off-site workers.

Dr. Clark calculated that the Project Site is located in the vicinity (3 kilometers of the Project Site) of 81 existing warehouse projects with another 3 projects approved. The 81 existing projects represent 27,000,0000 square feet of floor space and account for 18,000 daily truck trips.153 Collectively, these projects release 24.9 pounds of diesel particulate matter and 2,804 pounds of oxides of nitrogen (NOx – a precursor to smog formation) daily. The three additional projects will add another 600,000 square feet of warehouse space to the area.

Dr. Clark cites to SCAQMD's MATES V study which found that the risk from air contaminants in the area surround the Project site is approximately 401 in 1,000,000 (well above the U.S. EPA's risk management range of 1 to 100 in 1,000,000). The Project will contribute additional emissions, exacerbating this risk and resulting in a potentially significant cumulative air quality and public health impact that the MND fails to disclose.

Substantial evidence therefore supports a fair argument that the Project may result in potentially significant cumulative impacts. The City must prepare an EIR which adequately analyzes and mitigates the Project's potentially significant cumulative impacts before the Project can lawfully be approved.

Response 11-25

The commenter asserts that the Project would result in cumulatively significant air quality, public health, and greenhouse gas emissions impacts. The Lead Agency disagrees. The MND substantiates in all circumstances that Project air quality, health risk, and greenhouse gas emissions impacts would be less-than-significant.

SCAQMD is the regulatory agency governing air quality, health risk, and greenhouse gas emissions considerations relevant to the Project. Per SCAQMD guidance, less-than-significant impacts at the Project level are not cumulatively considerable or cumulatively significant.[1]

Further, the Lead agency does not concur with alternative analyses offered by the commenter. Please refer to the introductory Master Response and Responses provided herein substantiating accuracy and adequacy of all MND technical analyses.

[1] As a Lead Agency, South Coast AQMD "uses the same significance thresholds for project specific and cumulative impacts [...]" (Appendix D, 2003 White Paper). Meaning, projects that exceed the project-specific significance threshold are considered cumulatively considerable and vice-versa. As a CEQA Commenting Agency, South Coast AQMD "recommends that other public agencies perform cumulative impact analysis relative to air quality in the same manner as does AQMD" (Appendix D, 2003 White Paper).

Based on the preceding, the Project would not result in cumulatively significant air quality, health risk, or greenhouse gas emissions impacts.

Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

Comment 11-26

VIII. CONCLUSION

The City should withdraw the MND and direct staff to prepare an EIR. As described in detail above and in attached expert reports, substantial evidence supports of a fair argument that the Project poses a significant and unmitigated risk to the public due to unmitigated construction and operational air quality, health risk, greenhouse gas emissions, noise, land use and cumulative impacts.

Response 11-26

The Lead Agency disagrees with the commenter statements and analyses in total. The MND and MND technical analyses together with the Responses provided herein comprise substantial evidence supporting the MND findings and conclusions that the Project would not result in any significant environmental impacts. Further, the MND fully discloses the Project's potential environmental impacts, and provides the Lead Agency with the information necessary to evaluate the Project in the context of its potential environmental implications. Findings and conclusions of the MND are not affected. No revision to the MND is required. Preparation of an EIR is not required.

RESOLUTION NO. 8619

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DENYING PLANNED DEVELOPMENT NO. 7, A PROPOSAL TO CONSTRUCT A 357,610 SQUARE-FOOT WAREHOUSE/LOGISTICS DISTRIBUTION CENTER AND RELATED SITE IMPROVEMENTS ON 16.0 NET ACRES AT 1101 CALIFORNIA STREET, LOCATED ON THE WEST SIDE OF CALIFORNIA STREET BETWEEN LUGONIA AVENUE AND INTERSTATE 10

WHEREAS, CRP/NPP Redlands Industrial Owner, LLC has filed applications for Lot Merger No. 8 and Planned Development No. 7, in conjunction with a Socio-Economic Cost/Benefit Study, requesting approval to merge two parcels encompassing approximately 16.0 net acres and thereon construct a 357,610 square-foot warehouse and related site improvements located on the west side of California Street between Lugonia Avenue and Interstate 10 (APNs: 0292-033-11-000; 0292-033-13-0000) (the "Project" or "Project Entitlements"); and,

WHEREAS, the subject site has a General Plan land use designation of "Commercial/Industrial", and is located in the Special Development District of the East Valley Corridor Specific Plan (Specific Plan),

WHEREAS, City Council Resolution No. 5116, which establishes Planned Development application procedures, allows a Planned Development application to be submitted as a single stage for the approval of a comprehensive and detailed site plan, and shall be "quasi-legislative" in nature subject to final review and approval by the City Council; and,

WHEREAS, an initial study and mitigative negative declaration (MND) were prepared for the Project and circulated for public review for a period beginning on March 28, 2024, and ending on April 29, 2024; and,

WHEREAS, on June 11, 2024, the Planning Commission held a duly noticed public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant, and by members of the public; and,

WHEREAS, on June 11, 2024, after closing the public hearing and deliberating on the proposed Project, the Planning Commission voted 7-0 to recommend that the City Council not approve Lot Merger No. 8 and Planned Development No. 7; and,

WHEREAS, on or about July 5, 2024, notice of the City Council's public hearing for the Project was published in a newspaper of general circulation by the City Clerk; and,

WHEREAS, on July 16, 2024, the City Council considered the staff report, oral report, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and written comments and testimony by members of the public, for the Project.

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

Section 1. Findings for Denial of the Project. The City Council hereby denies Planned Development No. 7 based upon the inability to make the following findings:

1. *That the proposed Planned Development is in conformity with the General Plan of the City.*

   This finding cannot be made. The proposed Planned Development does not conform to the General Plan of the City because it conflicts with several General Plan objectives and policies concerning the City's overall character and land use planning principles. Specifically, the Livability Element of the General Plan provides several policies intended to (1) maintain a land use pattern of various uses designed and arranged to protect and enhance Redlands' unique character; (2) provide for buffers and transitions between low- and high-intensity land uses; and (3) ensure that the scale and character of new development is appropriate for surrounding terrain and the character of existing development. The proposed development of a major warehouse on the subject site does not maintain a land use pattern that protects and enhances its surroundings, which is characterized by a heterogeneous distribution of compatibly located land uses. The proposed development would expand industrial land uses eastward toward existing commercial development, thereby degrading community character as a result. Furthermore, the subject site is located between existing land uses of different intensities (industrial to the west; commercial to the north and south), and the proposed development does not adequately provide for buffers or land use transitions that would contribute to harmonious and orderly development of the area.

2. *That the proposed Planned Development would not adversely affect the surrounding area or the Redlands community in general.*

   This finding cannot be made. The proposed Planned Development would adversely affect the surrounding area because surrounding properties to the north and east are developed with commercial buildings that must be protected from incompatible and impactful uses including warehousing. The proposed development is incompatible with surrounding uses and is inconsistent with the existing pattern of development in the vicinity. The proposed development would adversely impact surrounding non-industrial uses, particularly the site of the existing medical office building to the north across Lugonia Avenue on which the development of a regional hospital complex is reasonably foreseeable based on recent filing of development applications. Furthermore, the subject site is in close proximity to planned future transit-oriented development (south of Interstate 10 on California St.) identified as the Transit Villages Concept within the 2035 General Plan. Development of the subject site with a warehouse would unduly increase the potential for future land use conflicts to occur in these sensitive areas.

Section 2. California Environmental Quality Act. According to Section 15270 of the California Environmental Quality Act (CEQA) Guidelines, CEQA does not apply to projects which a public agency rejects or disapproves. The City Council hereby determines that the action to disapprove the project is exempt from CEQA and authorizes staff to prepare and file a Notice of Exemption with the County Recorder and Office of Planning & Research State Clearinghouse.

Section 3. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of July, 2024.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8620

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A MITIGATED NEGATIVE DECLARATION, ADOPTING A SOCIO-ECONOMIC COST/BENEFIT STUDY, AND APPROVING LOT MERGER NO. 8 AND PLANNED DEVELOPMENT NO. 7 AUTHORIZING THE CONSTRUCTION OF A 357,610 SQUARE-FOOT WAREHOUSE/LOGISTICS DISTRIBUTION FACILITY AND RELATED SITE IMPROVEMENTS ON 16.0 NET ACRES LOCATED ON THE WEST SIDE OF CALIFORNIA STREET BETWEEN LUGONIA AVENUE AND INTERSTATE 10

WHEREAS, CRP/NPP Redlands Industrial Owner, LLC has filed applications for Lot Merger No. 8 and Planned Development No. 7, in conjunction with a Socio-Economic Cost/Benefit Study, requesting approval to merge two parcels encompassing approximately 16.0 net acres and thereon construct a 357,610 square-foot warehouse and related site improvements located on the west side of California Street between Lugonia Avenue and Interstate 10 (APNs: 0292-033-11-000; 0292-033-13-0000) (the "Project" or "Project Entitlements"); and,

WHEREAS, the East Valley Corridor Specific Plan (Specific Plan No. 40) requires an application for a Planned Development for new land uses and developments within the plan area, and the proposed type of land use is a permitted land use within the subject zoning district; and,

WHEREAS, City Council Resolution No. 5116 allows a Planned Development application to be submitted as a single stage for the approval of a comprehensive and detailed site plan, and shall be "quasi-legislative" in nature subject to final review and approval by the City Council; and,

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared for the Project and was circulated for public review for a period beginning on March 28, 2024, and ending on April 29, 2024; and,

WHEREAS, the Project is subject to the California Environmental Quality Act (CEQA) and the City has prepared an Initial Study and exercised its own independent judgement and analysis, there is no substantial evidence that the Project may have a significant effect on the environment, the custodian of records is the Planning Division of the Development Services Department, and a Mitigated Negative Declaration has been prepared in accordance with the CEQA Guidelines; and,

WHEREAS, on June 11, 2024, the Planning Commission held a duly noticed public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, on June 11, 2024, after closing the public hearing and deliberating on the proposed Project, the Planning Commission voted 7-0 to recommend that the City Council not approve Lot Merger No. 8 and Planned Development No. 7; and,

WHEREAS, on or about July 5, 2024, notice of the City Council's public hearing for the Project was published in a newspaper of general circulation by the City Clerk; and,

WHEREAS, on July 16, 2024, the City Council considered the staff report, oral report, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and written comments and testimony by members of the public, for the Project.

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

Section 1. CEQA Compliance and Environmental Determination. As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Initial Study and Mitigated Negative Declaration (MND), related technical studies and analyses, public comments received, the Responses to Comments, and supporting documentation. The City Council determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project. The City Council finds that the MND was prepared in compliance with CEQA, and that the City complied with CEQA's procedural and substantive requirements.

The MND for the Project, prepared by the City's environmental consultant, reflects the City's independent judgment and analysis. The City has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in managing as appropriate the environmental consultant, and directing the consultant in the preparation of the MND. The City Council has independently reviewed and analyzed the MND and accompanying technical studies/reports, and finds that the MND reflects the independent judgment and analysis of the City.

The City Council finds on the basis of the whole record that there is no substantial evidence that the Project will have a significant effect on the environment, including mitigation measures and any project design features, and hereby adopts the MND for the Project. Pursuant to Public Resources Code section 21081.6, the City hereby adopts the Mitigation Monitoring/Reporting Program attached to the MND and all mitigation measures are included as conditions of approval for the Project.

Section 2. Socio-Economic Cost/Benefit Study. The City Council hereby adopts the Socio-Economic Cost/Benefit Study prepared for the proposed project based on the below findings. The study concludes that the Project would result in a positive cost/benefit ratio exceeding 1.0, and the Project will not create or result in any significant unmitigable physical blight or overburden public services in the community.

A. The project will not create unmitigated physical blight within the City or overburden public services including, without limitation, the sufficiency of police and fire protection services.

The Project will neither create unmitigated physical blight within the City of Redlands nor overburden public services, including the sufficiency of police and fire protection services, because the proposed development: features attractive and well-designed architecture and

perimeter landscaping and will serve as a positive addition to the East Valley Corridor; existing public service capacity is sufficient to serve the new development; and the expected increase in public revenue generated by the proposed development more than offsets the expected public cost of serving the proposed development. The Project will not create significant unmitigable physical blight in the City of Redlands or overburden public services, including without limitation police and fire protection services. The Project site is adjacent to or abuts primarily industrial, office, and commercial developments, and is located within an area designated in the General Plan for industrial development.

The Project site is located in an area designated in the General Plan as Commercial/Industrial. The Project provides improvements to blend in with and enhance the surrounding community through use of architectural treatment and landscaped buffers along the public right-of-way, screen walls, and preservation of existing mature landscape trees as well as planting of new trees. Moreover, the Project will contribute or provide funding for a public art installation that is valued at a minimum of one (1) percent of the total Project value.

B. The benefits to the City resulting from development of the project outweigh any direct cost to the City that may result.

According to the Socio-Economic Cost/Benefit Study, the proposed development is projected to generate annual revenues of approximately $197,250.50 and have approximately $17,672.30 in costs. Therefore, the project will result a positive balance of $10,373 (or a positive cost/benefit ratio of 11.16). For every one dollar the City will spend in providing services to the project, the City will receive $11.16 in revenue. The project would provide revenue to the City through increased property tax assessment, sales tax and the payment of development impact fees. These fees may provide for cultural enhancements, downtown district enhancements, park enhancements, public safety (Police and Fire) enhancements, and traffic enhancements. In addition, customers and guests will also contribute additional revenue to the City's General Fund through local sales tax generation, including the new 1.0% local sales tax (Measure T) approved by Redlands voters.

Section 3. Findings for Approval of Planned Development No. 7. The City Council hereby approves Planned Development No. 7, based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A" and Exhibit "B."

1. *That the proposed Planned Development is in conformity with the General Plan of the City.*

The General Plan land use designation of the subject site is "Commercial/Industrial" which provides for certain types of commercial and light industrial uses, including flex commercial space as well as business parks, that may be compatibly located. As a warehousing facility, the proposed development is consistent with both the General Plan land use designation and applicable General Plan goals and policies, particularly those concerning the East Valley Corridor. Designated truck routes in the City of Redlands are abutting and available to the project site, and the project site abuts the Interstate 10 freeway

with several freeway ramps immediately adjacent to the project site. No abutting, adjacent, or nearby sensitive receptors are located in proximity to the project site or the necessary truck routes that serve the proposed facility.

2. *That the proposed Planned Development would not adversely affect the surrounding area or the Redlands community in general.*

   The subject site is generally surrounded by existing industrial and commercial development, and no existing or reasonably foreseeable land use conflicts or other detrimental effects are present in the vicinity. Vehicular access and freeway access points (for large trucks and tractor-trailers) are adjacent to the subject site, and several ramps accessing Interstate 10 are located abutting the project site and elsewhere in the vicinity. The project will dedicate land to widen and improve the westbound California Street on-ramp to Interstate 10 abutting the project site. Truck traffic to and from the proposed warehouse facility will minimally affect the Redlands community and local street network. Furthermore, the proposed use will not be detrimental to the health, safety, or general welfare, and will not be injurious to property or improvements in the vicinity. The proposed development is compatible with the surrounding area and all improvements necessary to adequately serve the new development are existing or will be constructed as required by the conditions of approval.

Section 4. Approval of Lot Merger No. 8. The City Council hereby approves Lot Merger No. 8 for the proposed development project, subject to the Conditions of Approval attached hereto as Exhibit "A" and Exhibit "B."

Section 5. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of July, 2024.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL

1. This permit/approval is for Lot Merger No. 8 and Planned Development No. 7 authorizing the merger of two parcels encompassing approximately 16.0 net acres and the construction thereon of a 357,610 square-foot warehouse and related site improvements located on the west side of California Street between Lugonia Avenue and Interstate 10 (APNs: 0292-033-11-0000; 0292-033-13-0000).

2. The issuance of any permits shall comply with the provisions of the Redlands Municipal Code and the East Valley Corridor Specific Plan (EVCSP).

3. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this approval shall expire two (2) years from the date of City Council approval.

4. Pursuant to Government Code 66020(d), certain fees, dedications, reservations, or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90)-day protest period for those fees, dedications, reservations and exactions which are subject to Government Code 66020(a) has commenced to run on the date this project was approved by the City.

5. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

6. All plans submitted to the City shall reflect the City Council approval and any other changes required by the Council and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, grading, and all other illustrations, text, or plans submitted to the City in connection with this project.

7. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the Project's approved site design, grading plan, landscaping plan, or building elevations without first consulting the Development Services Director or his designee. The Development Services Director is authorized to approve minor modifications to the approved project plans if such modifications shall achieve substantial compliance with said plans and conditions.

8. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

9. No final inspection or certificate of occupancy shall be granted until all conditions of approval have been satisfied.

10. The project site shall be kept in a weed and dust free condition throughout all periods of development.

11. All existing and new utilities of 12 kV or less within the project and along adjacent major arterials shall be installed underground. Plans shall be submitted that detail the undergrounding of all on-site utilities, subject to review and approval by the Development Services Director, prior to issuance of building permits.

12. Roof and ground-mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to issuance of building permits. All required screening from public view, such as storage spaces, loading docks, and equipment, shall be architecturally integrated with the surrounding building design through the use of concrete, masonry, or other similar materials pursuant to Section EV4.0235(h) of the EVCSP. Solid walls within the buildable lot area shall not exceed a height of eight (8) feet from the highest finished grade. If the height of the wall is not sufficient, appropriate landscaping shall be required to screen the required areas from the freeway.

13. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural; treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location fo said equipment shall be coordinated with the appropriate utility company (e.g., Southern California Gas Company or Southern California Edison). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

14. Facility operations shall adhere to the performance standards under Section EV4.0225 of the EVCSP. No truck queuing is permitted in the public right-of-way.

15. No outdoor storage of materials, containers, structures, heavy equipment, vehicles having a gross vehicle weight rating of more than 14,000 pounds, semi-trucks and/or trailers shall occur in parking lots and/or yards between the building and the public right-of-way.

16. To ensure compliance with the East Valley Corridor Specific Plan and adherence to the development plans, the following design features shall be incorporated into the development and represented on the drawings submitted as part of the applications for construction permits (i.e., grading, building, landscaping):

    a. Landscaped berms, or a combination of berms, landscaping and/or wall treatments of sufficient height to substantially screen parking areas shall be provided between parking areas and the public right-of-way along California Street and Lugonia Avenue. (Code: EVCSP § EV4.0255; § EV4.0115(e,g))

    b. Earth berms adjacent to the public right-of-way shall be constructed to a smooth, rounded, continuous natural contour, with slope not to exceed 3:1. Construction of berms shall not interfere with normal drainage of water anywhere on the site. (Code: EVCSP § EV4.0275(a))

    c. No cut or fill slopes shall be steeper than 3:1. Cut or fill slopes shall be graded with smooth vertical transitions. (Code: EVCSP § EV4.0275(c))

    d. In-lieu of providing minimum landscaping coverage, public art shall be displayed in a setting which enhances pedestrian spaces and building architecture. The minimum cost of public art shall be one (1%) percent of the overall cost of the project as stated on the building permit. The style, appearance, design and location of the public art shall be approved by the Development Services Director prior to installation. The public art shall be installed and inspected by the Planning Division prior to issuance of a certificate of occupancy.

    e. A tree protection plan shall be submitted as part of the landscape permit application. Tree protection measures shall also be identified on grading plans.

17. The trash area(s) shall be designed and constructed in accordance with Section EV4.0230 of the EVCSP.

18. Before placing or constructing any signs on the property, Developer shall obtain a sign permit from the City and comply with the applicable sign code criteria. Sign locations and illumination are subject to review and approval under separate permit(s).

19. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. To ensure adherence to the Community Design Standards under Division 4 of the EVCSP, the lighting plan shall demonstrate compliance with the following requirements:

    a. Walkway lighting shall have a maximum height of 12 feet, all parking lot lighting

shall have a maximum height of 30 feet, and such light fixtures shall include shielding permanently attached to fixtures to contain illumination and prevent glare overspill onto abutting or nearby residential properties.

b. Lighting shall be required at (i) pedestrian walkways and plazas, (ii) building entries, driveway entries and parking, and (iii) hazardous locations such as changes of grade and stairways which must be well-lit with lower-level supplemental lighting or additional overhead units.

c. All light fixtures are to be concealed source fixtures except for pedestrian-oriented accent lights.

d. Security lighting fixtures are not to project above the fences or roof line of the building and are to be shielded. The shields shall be painted to match the surface to which they are attached. Security lighting fixtures are not to be substituted for parking lot or walkway lighting fixtures and are restricted only to loading and storage locations or similar service areas.

e. Exterior wall-mounted floodlights are expressly prohibited except for security lighting approved by the Development Services Director.

f. All illuminated signs are to be internally illuminated.

g. The design of all lighting fixtures and their structural support shall be architecturally compatible with the surrounding buildings.

h. When walkway lighting is provided primarily by low fixtures, there shall be sufficient peripheral lighting to illuminate the immediate surroundings to ensure public safety. Shatter-proof coverings are recommended on low-level fixtures.

20. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or his designee.

21. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

22. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

23. The Final Landscaping Plan shall incorporate the following:

a. The landscape plan shall comply with all requirements for landscaping in parking areas according to Section EV4.0255 of the EVCSP.

b. Final landscape plans, irrigation system plans, tree preservation techniques and preservation guarantees shall be reviewed and approved by the Development Services Director prior to issuance of a building permit.

c. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen years pursuant to Redlands Municipal Code Section 18.156.930.D. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements.

24. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

25. Landscape and Irrigation plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

26. Unless a Minor Exception Permit is obtained, open and solid fencing within the required front yard area shall not exceed four feet and three feet, respectively, and fencing along side and rear property lines shall not exceed six feet in height. A Minor Exception Permit is not required for screening walls up to eight feet in height located within the buildable lot area in accordance with EVCSP § EV4.0235(h).

27. Pedestrian walkways shall be provided within parking areas to destination points.

28. All necessary equipment for use of non-potable water as a condition of occupancy of on-site structures in accordance with the City's master-planned non-potable water system shall be installed prior to issuance of a certificate of occupancy. Necessary equipment shall be as determined by the City of Redlands and may include pipes, pumps, storage and other facilities including "backbone" or "distribution" lines.

29. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing, etc. The nature of the measures will depend on the specific requirements of the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all subcontractors working on the site.

30. Prior to issuance of a building permit, the property owner shall record a covenant on the title of the subject property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space. Prior to recordation of the covenant, the form shall be reviewed and approved by the Planning Division and the City Attorney.

31. Entry gates into the loading dock/truck court area with more than twenty (20) loading docks shall be positioned after a minimum of one hundred forty (140) feet of total available stacking depth inside the property line (or alternatively, if one hundred forty (140) feet of depth is not feasible due to site constraints, then provide seventy (70) feet of available stacking depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by seventy (70) feet for every twenty (20) loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately

pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

32. The following facility signage shall be installed prior to issuance of a certificate of occupancy:

    a. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator.

    b. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate Freeway System.

    c. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

    d. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited.

    e. All signs shall be legible, durable, and weather-proof.

33. The following sustainable energy measures shall be implemented and specified on the drawings submitted as part of a building permit application as applicable:

    a. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

    b. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following criteria:

        i. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

        ii. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

        iii. A reasonable rate of efficiency loss over ten (10) years.

    Note: Electricity demand that exceeds the generation capacity of the on-site

renewable energy system may be obtained from off-site energy sources or suppliers.

c. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

d. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

34. The developer and/or facility operator shall comply with the following operation and construction standards:

a. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

b. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with twenty-five percent (25%) excess demand capacity.

c. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

d. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

e. Any outdoor storage of materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the enclosing screen walls.

Environmental Mitigation Measures

35. BIO-1: Preconstruction Nesting Bird Survey: If construction or other Project activities are scheduled to occur during the nesting bird season (February 1 through August 31), a preconstruction nesting bird survey shall be conducted by a qualified avian biologist to ensure that active bird nests will not be disturbed or destroyed. The survey shall be completed no more than three days prior to initial ground disturbance. The nesting bird survey shall include the Project Site and adjacent areas where Project activities have the potential to affect active nests, either directly or indirectly, due to construction activity, noise, human activity, or ground disturbance. If an active nest is identified, a qualified avian biologist shall establish an appropriately sized non-disturbance buffer around the nest using flagging or staking. Construction activities shall not occur within any non-disturbance buffer zones until the nest is deemed inactive by the qualified avian biologist. If initial ground-disturbing activities are scheduled to occur during the nesting bird season, then a biological monitor shall be present during all vegetation removal activities to ensure no impacts to nesting birds occur.

36. CR-1: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

37. CR-2: If human remains are discovered, work shall halt in that area until a determination can be made regarding the provenance of the human remains, and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98), and the State Health and Safety Code (Sec. 7050.5) shall be undertaken. All work shall be directed away from the location of the discovery and any nearby area reasonably suspected of overlaying adjacent human remains until a determination can be made by the medical examiner. The medical examiner will determine if the remains are or are most likely to be of Native American origin. If human remains are determined to be Native American, the medical examiner will notify the NAHC within 24 hours. If human remains are not Native American, the medical examiner will determine the appropriate course of action with the city staff (Public Resources Code 5097.98).

38. GEO-1: The recommendations regarding site preparation and construction, as described in a Final Geotechnical Investigation as approved by the City Engineer, shall be incorporated into project design.

39. GEO-2: Establish a procedure for the management of paleontological materials found on-site during project development, including the following provisions:

    If materials are found on-site during grading, it is required that work be halted

until a qualified paleontologist evaluates the find to determine if it represents a significant paleontological resource.

If the resource is determined to be significant, the paleontologist shall supervise removal of the material and determine the most appropriate archival storage of the material.

Appropriate materials shall be prepared, catalogued, and archived at the applicant's expense and shall be retained within San Bernardino County if feasible.

40. TCR-1: Tribal Monitoring Services Agreement: Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Services Agreement with the Morongo Band of Mission Indians (MBMI) for the Project. The Tribal Monitor shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources.

41. TCR-2: Retention of Archaeologist: Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind),and prior to the issuance of grading permits, the Applicant shall retain a Qualified Archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The Archaeologist shall be present during all ground- disturbing activities to identify any known or suspected archaeological and/or cultural resources. The Archaeologist will conduct Cultural Resource Sensitivity Training, in conjunction with the Tribe[s] Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative. The training session will focus on the archaeological and tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.

42. TCR-3: Cultural Resource Management Plan: Prior to any ground-disturbing activities the project Archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the consulting Tribe[s] and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.

43. TCR-4: Pre-Grade Meeting: The retained Qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

44. TCR-5: On-site Monitoring: During all ground-disturbing activities the Qualified

Archaeologist and the Tribal Monitor shall be on-site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Archaeological and Tribal Monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.

45. TCR-6: Significant Resources: The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

46. TCR-7: Project Documents: Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

47. TCR-8: Final Report: The final report[s] created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the Eastern Information Center, and the Consulting Tribe[s].

Building & Safety Division:

48. When the Entitlement Review is approved, submit complete construction drawings including structural calculations, energy calculations and a soils report to Building and Safety for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

49. Disabled access for the site and building must be in accordance with the State of California and ADA regulations.

50. Accessible EVC parking spaces for future and required EVCS as per the California Green Code is required.

Other City Departments/Divisions:

51. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    a. Land Use Engineering Division (Exhibit B)

_____
Brian Desatnik
Development Services Director

EXHIBIT B
LAND USE ENGINEERING DIVISION
CONDITIONS OF APPROVAL

[Attached]

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
PLANNED DEVELOPMENT NO. 7

Date of P.C. Meeting:	**June 11, 2024**
Applicant:	**Pete Williams, CRP/NPP Redlands Industrial Owner, LLC**
Location:	**West Side of California Street Between West Lugonia Avenue and Interstate 10**
Project Description:	**Construct an Approximately 357,610 Square-Foot Warehouse**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the East Valley Corridor Specific Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6)

copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 15.04)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 12.22)

5. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

6. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

7. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107.(RMC 13.54)

8. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

   a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
   b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
   a. Street Reconstruction/Rehabilitation Plans;
   b. Pavement Striping Plans (including reflectorized pavement markers);
   c. Offsite Water Improvement/Utility Plans: and
   c. Onsite Potable Water and Irrigation Plans.

   All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

5. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items may include:
   a. Encroachment Permits from Caltrans.

6. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

7. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

8. Submission of approved onsite potable water and irrigation plans (pdf format) is required prior to connection to recycled water system. All onsite improvements shall be done in accordance with the Water Resources Control Board, Division of Drinking Water requirements for recycled water. City shall submit plans to Division of Drinking Water for approval prior to final approval and installation of irrigation meters.

9. Provide pad certification and compaction report to the Building and Safety Department.

10. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
    - Transportation Facilities; (RMC 3.54)
    - Fire Facilities; (RMC 3.60)
    - General Government Facilities; (RMC 3.60)
    - Police Facilities; (RMC 3.60)
    - Storm Drain Facilities; (RMC 3.56)
    - Water Capital Improvement Charge; (RMC 3.48)
    - Recycled Water Capital Improvement Charge; (RMC 3.53)
    - Water Source Acquisition Charge; (RMC 13.40)
    - Sewer Capital Improvement Charge; (RMC 3.44)
    - Solid Waste Capital Improvement Charge; (RMC 3.70) and
    - Recycled Water Frontage Charges. (RMC 13.44)

11. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

12. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

13. Requirements for California Street (RMC 12.22):

    a. Dedicate to provide for a free right turn lane from southbound California Street to the westbound Interstate 10 onramp as approved by the City Engineer;
    b. Dedicate sidewalk easement(s) as needed to provide for Public ADA compliant crossings at all driveways;
    c. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. No altered, broken or substandard observed at this time;
    d. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    e. Construct underwalk drain, if necessary;
    f. Use traffic index of 9.0; and
    g. Install commercial fire hydrants as required by the Redlands Fire Department.

14. Requirements for Lugonia Avenue (RMC 12.22):

    a. Dedicate sidewalk easement(s) as needed to provide for Public ADA compliant crossings at all driveways;
    b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This shall include but is not limited to the replacement of altered, broken or substandard sidewalk;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the new curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct underwalk drain, if necessary;
    e. Use traffic index of 9.0; and
    f. Install commercial fire hydrants as required by the Redlands Fire Department.

15. Provide for adequate drainage facilities. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual. (RMC 18.12.080)

16. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

17. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

18. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

19. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

20. Dedication documents shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

21. Submit for review, approval, & recordation a Lot Line Adjustment/Lot Merger to remove property line between APN(s) 0292-033-11 and 0292-033-13.

22. Any on-site water wells shall be abandoned. (RMC 13.42.140);

23. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 12.22.060):

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

24. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work. (12.20.100)

25. Execute Public Improvement Agreement. (RMC 12.22.060)

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050)

4. Pay the Recycled Water Frontage Charges. (RMC 13.44); and

5. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

3. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

4. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

5. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

6. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

7. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

8. Execute Public Improvement Agreement.

9. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Final Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the

Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

6. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

7. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

8. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

9. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

Donald Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

Initial

FILE: Planned Development No. 7

City Council Meeting **K. 1.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a sole source purchase with Horizon Structures, LLC for a modular kennel building not to exceed the amount of $275,000, an additional appropriation of the same, and authorize the City Manager or his designee to execute all documents pertaining to the purchase (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motion is provided:

1. I move to approve the sole source purchase of a modular dog kennel building from Horizon Structures, LLC for $275,000, an additional appropriation of the same, and authorize the City Manager or his designee to execute all documents pertaining to the purchase.

RECOMMENDATION:

Staff recommends that City Council approve a sole source purchase with Horizon Structures, LLC for a modular dog kennel building, an additional appropriation of the same, and authorize the City Manager or his designer to execute all documents pertaining to the purchase.

DISCUSSION:

The Animal Services Division of the Facilities and Community Services Department at the City of Redlands oversees the operation of the Redlands Animal Shelter, which provides essential care and shelter for lost and stray animals within the city limits. Constructed in 1985, the shelter originally accommodated 28 dog kennels. However, nearly four decades of operation, coupled with the city's population growth, have significantly increased the demand for animal services. Consequently, the shelter has consistently

operated at or above its capacity in recent years. To address this critical need, the staff has identified the expansion of kennel space as a priority. After a thorough evaluation, it was determined that a modular kennel building would be the most efficient and timely solution. Horizon Structures, LLC specializes in the manufacture and delivery of turnkey modular dog kennel buildings constructed to commercial standards. This solution offers a rapid deployment option that meets the immediate need for additional kennel space. The proposed acquisition for the Redlands Animal Shelter includes a 24'x60' modular kennel building, which will provide 24 kennels equipped with both indoor and outdoor running spaces. The interior spaces of these kennels will be climate-controlled to ensure the comfort and well-being of the animals. Horizon Structures, LLC has been selected as the sole source vendor for this project, as they are the exclusive provider of turnkey commercial dog kennel modular buildings. Their expertise and product offerings uniquely qualify them to meet the shelter's expansion requirements efficiently and effectively. This item includes the purchase of the pre-fabricated modular building. However, a future action will be brought before the City Council for contractual services to prepare the site and install the building. The total project cost is estimated not to exceed $500,000 and will be funded by the capital project reserve.

ALTERNATIVES:

The City Council may elect not to approve the purchase of a modular dog kennel building and provide alternative direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Don Craw, Facilities and Community Services Senior Manager

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$275,000
Budgeted Y/N:	N
Account No.:	101311-8502

Discussion:

Funding for the new modular dog kennel building will be from the Capital Expense over $50k reserve account. The current balance of this reserve account is $906,084 and the new balance after appropriation will be $631,084.

Attachments

Additional Appropriation
Sole Source
Product Quote

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 6/28/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Capital Expense over $50k	101311	8502		$ 275,000.00
			$	$ 275,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: Purchase of modular dog kennel building for the animal shelter.
This expense will be offset from a release of the Capital Expense over $50k reserve of the General Fund.
Council Meeting date of July 16, 2024

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 6/28/24

TO: Purchasing Division

FROM: Don Craw

Purchase Requisition # _____

Estimated Total Cost: $ 275,000

Proposed Vendor: Horizon Structures LLC

Request Term: One Time

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Horizon Structures LLC is the only provider currently building and delivering commercial grade modular dog kennels for the animal shelter environment.

3. Was an evaluation of other equipment, products, or services performed?

☒ Yes ☐ No

***If yes, please explain the type of evaluation performed and provide all supporting documentation*:**

Staff conducted extensive research and were unable to find any other entities that provide a co

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

5. Explain what action(s) the department would take if the sole/single source services were no longer available

Consideration of traditionally built structure at significant increase in time and cost.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Don Craw Digitally signed by Don Craw
Date: 2024.07.01 08:57:45 -07'00'

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

PROPOSAL

Proposal is valid for 15 days.

www.horizonstructures.com
P: (888) 447-4337
F: (610) 593-7730
HIA # PA055761

Date	Quote #
5/16/24	2646

Address	Redlands, 92373 CA		
Prepared For	Don Craw	**Rep**	Daniela Sanchez
Phone	9095576577	**Rep Phone**	610-593-7710
Email	dcraw@cityofredlands.org	**Rep Email**	daniela@horizonstructures.com

Product	Qty	Sales Price	Total Price
24 x 60 Commercial Dog Kennel **Includes:** **(24) 4 x 5 Dog Boxes** **(24) 5 x 6 Dog Runs (Exterior Runs do not include run floors)** **Paint Color:** **Trim Color:** **Shingle Roof Color:** **Door Color:** **STANDARD FEATURES INCLUDE:** **- 4x4 Pressure Treated Posts in Runs** **- 2x4 Pressure Treated Floor Joist - 16" OC** **- 5/8" LP SmartFloor w/ Polyurea Coating on Interior Floor** **- 2x4 Wall Studs - 16" OC** **- Your Choice of Siding - Painted LP SmartSide, Stained Pine Board & Batten or Stained Pine Tongue & Groove** **- 24x36 Double Pane Windows with Screens** **- Insulated Fiberglass Slab Door with Keyed Latch** **- R-13 Fiberglass Insulated Walls & Ceiling in Interior** **- R-7 Spray Foam Insulated Floor in Interior** **- Interior Walls & Ceiling are Lined with Glasbord or Trusscore** **- Interior Dog Box Partitions & Gates are 11.5 GA Chain Link** **- Exterior Dog Runs with Chain Link Partitions and Entry Gate** **- 20" Plexi-Glass Chew-Proof Dog Door with Stainless Edging** **- Cathedral Ceiling** **- 2x4 Rafters - 16" OC** **- 7/16" LP TechShield Sheathing** **- 30 Year Architectural Shingles** **PRICE INCLUDES DELIVERY, ONSITE WORK, AND PLACEMENT**	1.0	$147,555.00	$147,555.00
Upgrade to 6 Gauge Welded Wire	1.0	$12,370.00	$12,370.00
Metal Siding Upgrade	1.0	$13,840.00	$13,840.00

Product	Qty	Sales Price	Total Price
Metal Roof Upgrade	1.0	$2,015.00	$2,015.00
Upgrade to 6 Panel "Man" Door - Prehung	2.0	$295.00	$590.00
Upgrade to Deluxe 24" Dog Door	24.0	$120.00	$2,880.00
Guillotine Dog Door (Can lock dog in or out)	24.0	$250.00	$6,000.00
Continuous Floor drain (includes drain pipe)	120.0	$58.00	$6,960.00
Slope Floor for Drains - Interior	1.0	$3,960.00	$3,960.00
Stainless steel bowls (per pair) Includes cutout in chain link and mounting bracket - Each	24.0	$220.00	$5,280.00
Interior Divider Panel - 4' High Solid Heavy Duty Plastic, 3/16" Thick with Welded Frame	22.0	$260.00	$5,720.00
Exterior Divider Panel - 4' High Solid Heavy Duty Plastic, 3/16" Thick with Welded Frame	22.0	$390.00	$8,580.00
125 AMP Electrical package w/ Breaker Box Includes: Light, Switch, Receptacle & Breaker Box (Requires connection to customer's electric service by an electrician)	1.0	$1,740.00	$1,740.00
Mini Split Unit Heat/AC - 800 Sqft (24,000 BTU)	1.0	$7,530.00	$7,530.00
110 Volt Exhaust fan with thermostat & timer	1.0	$690.00	$690.00
Additional Light	5.0	$195.00	$975.00
Additional Receptacle	5.0	$195.00	$975.00
Exterior Entrance Light	1.0	$360.00	$360.00
Upgrade: R-19 Insulation	1.0	$10,645.00	$10,645.00
Non-Refundable California Sealed Engineered Drawings Deposit **Note: Building pricing is subject to change after review of drawings.** **These Drawings will ensure your building is built to code, and are required for projects in the state of California.** **Current Drawing Lead Time is 4-6 weeks; Kennel Production will not begin until drawings are completed and approved.**	1.0	$3,200.00	$3,200.00
Please note that a fully assembled structure will require a minimum clearance for delivery that is 20 feet wider than the structure. **The driver will need a clear unobstructed path from the road side to the location on your property where the structure will be placed.**	1.0	$0.00	$0.00
Payment Terms: 35% of the invoice total, payable by cash or check, is required to place the kennel order. 55% payment due 3 weeks before kennel delivery date. Remaining balance to be paid by check or cash upon delivery of the kennel. Customer agrees to pay 2% interest on any remaining balance due 30 days after completion. **Due to volatile lumber pricing, price of kennel is not locked in util the 35% payment is applied.** **NOTE: Before sending any wire payments please call the office to confirm wiring info.**	1.0	$0.00	$0.00

Subtotal	$241,865.00
Sales Tax	$0.00
Total	$241,865.00

ACCEPTANCE OF PROPOSAL
The above prices, specifications, and conditions are satisfactory and are hereby accepted.

SIGNATURE _____ **DATE** _____

City Council Meeting **K. 2.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a request to establish restricted parking zones on 3rd Street and Al Harris Lane, and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine that establishing restricted parking zones on 3rd Street and Al Harris Lane is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve restricted parking zones on 3rd Street and Al Harris Lane as presented in the staff report and exhibit.

RECOMMENDATION:

In a 3:2 vote on May 23, 2024, with two (2) Commissioners absent, the Traffic and Parking Commission declined to make a City Council recommendation to establish restricted parking zones on 3rd Street and Al Harris Lane, citing their reluctance to allow the use of public rights-of-way by a private business.

Staff recommends that City Council determine that establishing restricted parking zones on 3rd Street and Al Harris Lane is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends City Council approval to establish restricted parking zones on 3rd Street and Al Harris Lane.

DISCUSSION:

In 2012, California eliminated redevelopment agencies and the Redlands Redevelopment Agency was required to sell real property holdings. Only properties being held for public use could be transferred to municipalities. Subsequently, the Mutual Orange Distributors (MOD) Packing House property located at 330 N. 3rd Street was sold to Arteco Partners (Arteco) on December 6, 2016, although escrow did not close until May 5, 2019. On March 1, 2018, the Historic and Scenic Preservation Commission adopted Resolution No. 2018-02, recommending approval of historic resource designation No. 132 for the property. On May 1, 2018, the City Council adopted Resolution No. 7838 designating the 330 N. 3rd Street property as a historic property. On May 1, 2018, the City Council adopted Resolution No. 7839 and Resolution No. 7840 approving Conditional Use Permit (CUP) No. 1100 for an adaptive reuse project to convert the structure located on this property to provide space for several food and alcoholic beverage service establishments operating in accordance with specific conditions of approval.

The Arteco project is now known as the Redlands Public Market (RPM) and is currently being renovated to provide space for eighteen (18) micro-restaurants and businesses, primarily small food and beverage service establishments, within the historic 34,215 square-foot structure. Exterior site improvements are also being constructed to provide safe access for pedestrians and vehicles, outdoor patio/dining spaces, landscaping, lighting, and other attractive project elements. The site's historic designation exempts the project from off-street parking requirements, and the project relies on existing public street rights-of-way for customer parking. Arteco proposes to establish restricted parking zones on 3 rd Street and Al Harris Lane to reduce the potential for "long-term" parking within these public rights-of-way.

The Traffic and Parking Commission (TPC) first considered the Arteco request to recommend that the City Council establish time restricted parking zones on 3rd Street and Al Harris Lane on January 25, 2024. Several nearby businesses spoke in opposition to the proposed parking restrictions, noting that the plan would significantly impact the ability of customers to access their businesses. This discussion was continued to the next TPC meeting to allow the applicant, MUED staff, and these nearby businesses time to develop a parking solution that could be supported by all. On March 28, 2024, the TPC was presented with a revised restricted parking zone plan that was supported by the applicant, MUED staff, and nearby businesses. Nearby businesses attended this TPC meeting as well and spoke in favor of the revised restricted parking plan. However, the TPC continued this discussion to the next TPC meeting to allow MUED staff time to compile additional information. The TPC also encouraged the applicant to discuss opportunities for shared off-street parking with adjacent businesses. On May 23, 2024, the TPC was presented with the additional information requested.

Again, nearby businesses attended the TPC meeting and spoke in favor of the proposed restricted parking plan. However, the TPC voted 3:2 against recommending City Council approval of the proposed restricted parking zones, generally noting their concern with the use of public rights-of-way by a private business. Two (2) Commissioners did not attend this meeting. The TPC serves as an advisory commission to the City Council and neither directly approves nor denies requests. In this case, the majority of TPC members attending the May 23, 2024, TPC meeting voted to make no recommendation to the City Council. Soon after, Arteco requested that approval of the proposed restricted parking zone designation plan be considered by City Council.

MUED staff is concerned that most or all on-street parking within the 3rd Street and Al Harris Lane rights-of-way will be used daily for "long-term" parking, perhaps by RPM employees, businesses, and/or vendors, without thoughtful time-restricted parking zones. This will contribute to additional traffic congestion within these corridors, and may encourage RPM customers to park vehicles at adjacent business locations without permission. RPM requests to establish a 10-minute parking zone directly adjacent to RPM on the east side of 3rd Street (see Parking Designation Map blue/teal area) to allow for quick turnover of vehicles accessing RPM to pick up to-go food orders. Additionally, RPM requests to establish additional 90-Minute (see Parking Designation Map purple area) and No Parking (see Parking Designation Map red area) zones. MUED staff, RPM, and nearby businesses support this parking restriction proposal. If City Council approves these restricted parking zones, MUED staff and businesses along 3rd Street and Al Harris Lane will meet periodically to evaluate the need to revise the parking plan and/or install additional traffic control measures.

Approval of the proposed restricted parking zones on 3rd Street and Al Harris Lane is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with reasonable certainty to have no possibility of causing a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Priority A, Strategic Objective 2. Economic Vitality - Increase accessibility to businesses and essential services through improvements to mobility and parking

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director
Goutam Dobey, City Engineer
Tabitha Crocker, Facilities and Community Services Director
Brian Desatnik, Development Services Director

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

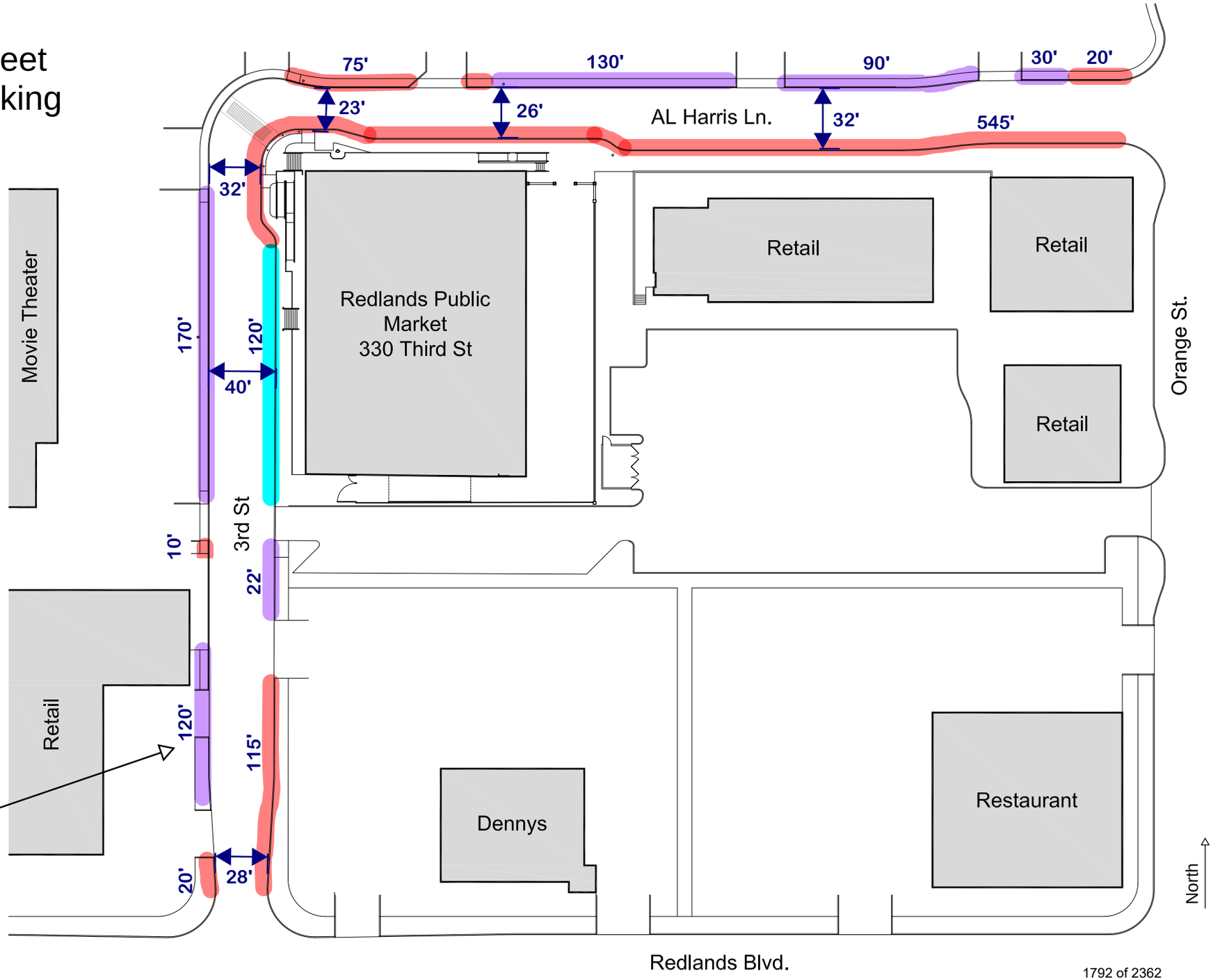
Fiscal Year: FY 24/25
Revenue Generating: N
Appropriation Required Y/N: N
Discussion:
There is no fiscal impact associated with this action. The FY 24/25 Facilities and Community Services Budget includes adequate funding for the minimal cost to place signs and paint street curbs to designate these restricted parking zones.

Attachments

Restricted Parking Zone Diagram_RPM
20240125 TPC Meeting Packet
20240328 TPC Meeting Packet
20240523 TPC Meeting Packet
Resolution No. 7840
Resolution No. 7839
Resolution No. 7838
HSPC Resolution No. 2018-02
Arteco Partners Restricted Parking Zone Request
20161206 PSA

Al Harris Ln & Third Street Proposed on street Parking Designation Map 2/14/2024

Legend
Red = No Parking
Blue = 10 Min Parking
Purple = 90 Min Parking
(10am to 10pm)



Note: Future adjustments to driveways and restricted parking zones may be required when the new apartment building is constructed.

CITY OF REDLANDS
TRAFFIC AND PARKING COMMISSION
REGULAR MEETING AGENDA

ERIC SHAMP, CHAIR

CASSIE MACDUFF, VICE CHAIR — ANDREW HODER, COMMISSIONER
KEVIN MORNINGSTAR, COMMISSIONER — CARL DAVIS, COMMISSIONER
BILL WADDELL, COMMISSIONER — BENJAMIN DANIEL PEREZ, COMMMISSIONER

Thursday, January 25, 2024, at 6:00 P.M.
City Council Chamber, Civic Center
35 Cajon Street, Suite 2, Redlands, CA

This will be an open public meeting. The following information comprises the agenda for a meeting of the Traffic and Parking Commission of the City of Redlands.

1. **Attendance & Call to Order**

2. **Approval of Minutes**

   A. Minutes of the regular meeting of September 28, 2023

3. **Public Comment**

   The public is invited to speak on items not listed on this agenda, but within the jurisdiction of the Commission. However, no general discussion of such items, or action on such items, may be taken. Comments are limited to three minutes.

4. **New Business**

   A. Request to establish on-street parking restrictions on Al Harris Lane and 3rd Street between Redlands Boulevard and Orange Street

   B. Request to clarify and distinguish the scope of the Traffic and Parking Commission with regard to the responsibilities and duties of the Planning Commission

   C. Request to clarify the scope of the traffic and parking commission with regard to non-motorized traffic

   D. Request to update ordinances regarding bicycle licenses

5. **Communications**

   A. Annual report to City Council

   B. Status of Traffic and Parking Commission budget

   C. Status of work orders

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam K. Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 x2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. NOTE: Any writings or documents distributed to a majority of the Traffic and Parking Commission regarding an open session agenda item less than 72 hours before this meeting are available at https://www.cityofredlands.org/traffic-and-parking-commission or the Municipal Utilities & Engineering Department at 35 Cajon Street, Suite 15A for public inspection or by calling 909-789-7584 x 7.
(28 CFR 35.102-35.104 ADA Title II)

D. Discussion about roundabouts

6. Old Business

A. Continued discussion of the duties and responsibilities under the TPC's purview

7. Adjournment

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam K. Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 x2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. NOTE: Any writings or documents distributed to a majority of the Traffic and Parking Commission regarding an open session agenda item less than 72 hours before this meeting are available at https://www.cityofredlands.org/traffic-and-parking-commission for public inspection or at the Municipal Utilities & Engineering Department, 35 Cajon Street, Suite 15A by calling 909-789-7584 x 7.
(28 CFR 35.102-35.104 ADA Title II)

CITY OF REDLANDS
TRAFFIC AND PARKING COMMISSION
REGULAR MEETING
Thursday, September 28, 2023 at 6:00 P.M.

MINUTES

1. ATTENDANCE & CALL TO ORDER

The regular meeting of the Traffic and Parking Commission was called to order at 6:00 pm by Vice Chair Cassie MacDuff.

Roll Call:

Present

Commissioners:	Staff:
Cassie MacDuff	Martin Gonzalez, PD
Kevin Morningstar	John Harris, MUED
Carl Davis	Goutam Dobey, MUED
Bill Waddell	Johana Silva, MUED
Johnathan Ghazal	Brian Desatnik, DSD

Absent

Commissioners:
Eric Shamp (excused)
Andrew Hoder (excused)

2. APPROVAL OF MINUTES

Commissioner MacDuff and Chairperson Shamp made corrections to the minutes.

A motion was made by Commissioner Morningstar and seconded by Commissioner Ghazal to approve the minutes of the regular meeting held on July 27, 2023 with the inclusion of the letter from the Redlands Chamber of Commerce. By roll call vote of 5-0, the motion carried unanimously.

3. PUBLIC COMMENT

No non-agenda related public comments were made. Comments related to specific agenda items are incorporated into the item discussion.

4. OLD BUSINESS

4A. *Downtown Parking Study*

Director Desatnik presented staff's recommendations on the Downtown Parking Study. The recommendations encompass various immediate and medium-term strategies. Immediate actions include enhancing turnover in timed parking spaces

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through increased parking enforcement, initiating a feasibility study for a parking structure to assess capacity and economic impacts, focusing on acquiring private lots with over twenty-five (25) spaces for public or employee parking, and starting safety enhancements in existing public lots. Street crosswalk improvements in identified priority areas are also prioritized immediately. Evaluating special event impacts on parking availability revealed minimal disruptions except for certain holidays and specific events. Moreover, a medium-term initiative, the paid parking pilot program, is proposed after evaluating the effectiveness of increased enforcement. The consideration of a Parking Benefits District (PBD) is not immediate and depends on the success of the pilot program.

Evan Sanford, the Executive Director of the Redlands Chamber of Commerce, raised various concerns about the Study's content and shared results to a survey conducted by the Chamber.

Noah Moeller, representative from the Redlands Chamber of Commerce, addressed concerns raised by business employees regarding safety while walking from parking areas to their workplace.

The commission discussed the feasibility of making Citrus Avenue a one-way street from Orange Street to Redlands Boulevard and adding angled parking, and courtesy warnings before enforcement measures are taken. The commission systematically reviewed each recommendation individually to ascertain their position on each one.

A motion was made by Commissioner Morningstar and seconded by Commissioner Davis to recommend the following to City Council:

Increased Parking Education and Phased Enforcement: Educate the public with signage, communication with the business community, and develop parking options for employees of downtown businesses. Phase-in parking enforcement, with a focus on issuing warnings for a period of time to be determined, followed by citations and fines.

Pursue Shared-Use Agreements with Private Parking Lot Owners: Pursue agreements with local churches and businesses on underutilized parking lots.

Encourage Use of Existing Parking Facilities through Safety Improvements: Target improvements in convenience, safety, and usability for existing parking facilities.

The Traffic and Parking Commission (TPC) did the support the following: a feasibility study of parking structure, paid parking pilot program, or the establishment of a PBD.

Request for Staff Report: Task staff to return to the Commission with a report on downtown and parking safety, including an assessment of the impact of homelessness.

Study on Citrus Ave Restriping: Explore the restriping of Citrus Ave for additional parking, one-way circulation alternating with State Street, and introducing greenery and shade improvements.

By roll call vote of 5-0, the motion carried unanimously.

5. COMMUNICATIONS

4A. *Citywide Left-Turn Pocket Study*

Ms. Silva provided an update on the Left-Turn Pocket Study, presenting tables that outline recommendations for signal timing adjustments and left-turn pocket striping configurations. These tables distinguished between actions that can be carried out in-house and those requiring additional evaluation.

4B. *Status of Traffic and Parking Commission budget*

Ms. Silva presented a slide with an overview of expenditures relating to the TPC budget.

4C. *Status of work orders*

Ms. Silva presented a slide and provided a brief overview of the status of work orders that were previously recommended by the Commission and approved by City Council, and the status of work orders which do not require Commission recommendation and have been approved and completed by city staff in accordance with the Redlands Municipal Code.

4D. *Discussion about roundabouts*

A motion was made by Commissioner Waddell and seconded by Commissioner Morningstar to continue this item to the next commission meeting.

6. ADJOURNMENT

The meeting was adjourned by Chairperson MacDuff at 7:49 pm.

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AGENDA ITEM **4A**
COMMISSION MEETING OF **1/25/24**

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST BY ARTECO PARTNERS TO ESTABLISH ON-STREET PARKING RESTRICTIONS ON AL HARRIS LANE AND 3RD STREET BETWEEN REDLANDS BOULEVARD AND ORANGE STREET

MOTION:

I move to recommend to City Council approval of the implementation of the proposed parking restrictions as depicted in “Exhibit 1”.

STAFF RECOMMENDATION:

Staff recommend that the commission deliberate on the proposed parking restrictions, as depicted in "Exhibit 1," and evaluate whether the restrictions are warranted.

DISCUSSION:

Arteco Partners is the owner and developer of the Redlands Public Market, a future development with a collection of approximately twenty (20) small restaurants located at 330 N 3rd Street, in an historically significant building that does not provide on-site parking. It will necessarily rely heavily on public parking options both on-street and off-street. The surrounding Santa Fe Historic District is undergoing new construction, including the restoration of the historic depot, which will primarily house restaurant businesses. Approximately seventy (70) percent of new commercial retail development results in food-related uses, with the recent opening of a restaurant and bar named Overland at the northwest corner of Al Harris Lane and Orange Street being the initial establishment.

Arteco Partners believes that a critical factor in the success of these restaurants, particularly in the post-pandemic environment marked by increased off-site dining and delivery sales, is the provision of short-term convenient customer parking. This need arises for quick visits to pick up take-out food, facilitate food delivery services, and cater to other brief visits.

The proposal seeks to discourage long-term parking from utilizing convenient on-street spaces that are ideally suited for short-term patrons. People intending to park for extended periods or planning prolonged visits to the food hall or other nearby restaurants would be encouraged to park in off-street parking lots and the Stuart Avenue parking garage.

The proposal is to transition all parking in the Santa Fe district on Al Harris Lane and 3rd Street, north of Redlands Avenue to thirty (30) minute parking zones. This proposed time limit extension would apply from 6:00 AM to 10:00 PM. The extension until 10:00 PM accommodates destination bars that attract late-night patrons, allowing for longer-term

customer parking while ensuring the safety and convenience of late-night visitors.

An exception to the proposal is the request to establish a zone for five (5) minute parking along the east curb of 3rd Street. directly in front of Redlands Public Market. This area is proposed to be used as a customer loading zone and a location for delivery drivers to pick up orders. The intent is to facilitate brief parking for individuals collecting pre-prepared orders, thereby supporting efficient order pickup processes for businesses and their customers.

Furthermore, due to insufficient width in certain zones, on-street parking cannot be accommodated on both sides of the street. To address this, it's recommended to establish a no-parking zone on the westbound side of Al Harris Lane. Additionally, staff recommends implementing a no-parking zone for the initial 125 feet of either the south or northbound lanes of 3rd Street, extending from Redlands Boulevard. This zone should also encompass the area adjacent to the proposed sidewalk extension at the corner of Al Harris Lane and 3rd Street.

Numerous prospective tenants visiting the site have expressed inquiries about parking, emphasizing the importance of short-term parking for pickups and deliveries. Accommodating these needs is crucial for the traffic flow of this area.

ALTERNATIVES:

The commission may do one of the following:

1. Recommend approval the proposed on-street parking restrictions with modifications; or
2. Recommend denial of the request.

FISCAL IMPACT:

There is no fiscal impact associated with this action related to the costs including equipment and materials. Work will be performed by City Staff as maintenance.

ATTACHMENTS:

A. Exhibit 1

Prepared by:

JOHANA SILVA
Associate Engineer

Reviewed by:

GOUTAM K. DOBEY
City Engineer

Reviewed by:

RACHEL TOLBER
Police Chief

Reviewed by:

JOHN R. HARRIS
Municipal Utilities and Engineering Director

Reviewed by:

RICH SESSLER
Fire Chief

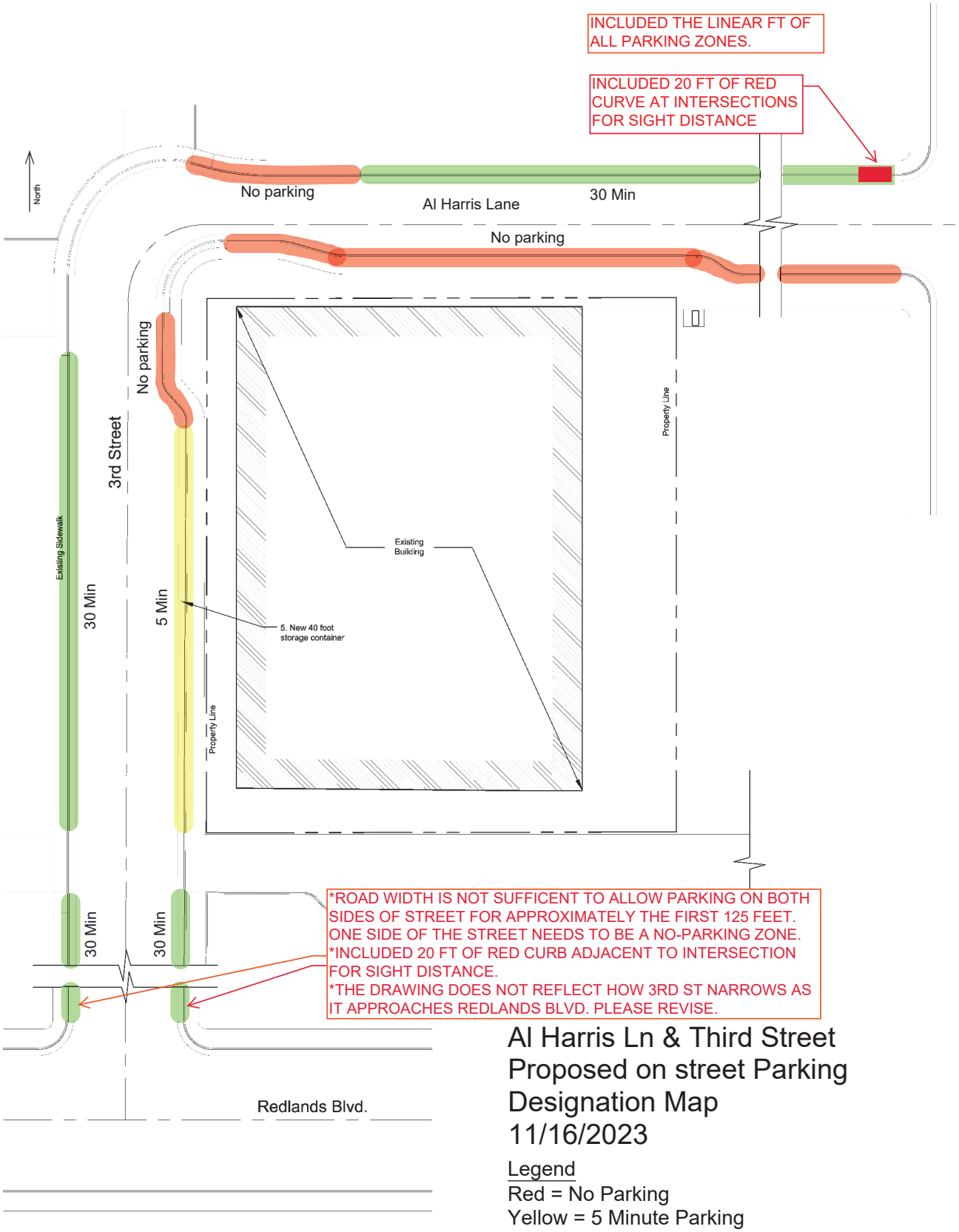
Reviewed by:

TABITHA CROCKER
Facilities and Community Services Director

Reviewed by:

BRIAN DESATNIK
Development Services Director

EXHIBIT 1



Al Harris Ln & Third Street Proposed on street Parking Designation Map 11/16/2023

Legend
Red = No Parking
Yellow = 5 Minute Parking
Green = 30 Min Parking 6am to 10pm

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST TO CLARIFY AND DISTINGUISH THE SCOPE OF THE TRAFFIC AND PARKING COMMISSION WITH REGARD TO THE RESPONSIBILITIES AND DUTIES OF THE PLANNING COMMISSION

DISCUSSION:

In previous Commission meetings, the Commission has requested City staff to provide clarity in distinguishing those parking concerns that are within the scope of the Traffic and Parking Commission, and those that fall under the duties of the Planning Commission. The proposed action seeks to give clear directions to staff on this matter.

The Planning Commission is charged with reviewing new development projects for compliance with the Zoning Regulations as defined in Title 18 of the City ordinance, which includes off-street parking requirements.

The duties of the Traffic and Parking Commission are defined in Section 2.48.040. Among those duties is to advise the City Council on the development of adequate parking for commercial and retail uses, recommend policies to encourage, develop and support adequate parking within the City, recommend actions for the establishment of long-term parking plans for the City and in particular the downtown Redlands business area, and advise the City Council in the administration of resources for the development of parking. The commission may also assist other advisory groups such as the Planning Commission in matters relating to parking.

It is therefore within the scope of the Traffic and Parking Commission to provide supplemental review of any proposed project that comes before the Planning Commission which seeks reductions to parking requirements in the Zoning ordinance, as those reductions can impact “adequate parking”, both off-street and on-street, which is the charge of the Traffic and Parking Commission. It is also within the scope of the Traffic and Parking Commission to review all changes and updates to Zoning ordinances regarding off-street parking.

Additionally, the ordained duties of the Traffic and Parking Commission do not currently address the development of adequate parking for multi-family residential uses, only commercial and retail. However, inadequate parking at multi-family residential properties can have a profound effect on the availability of adjacent on street parking, which is clearly within the scope of the Commission.

The following proposed changes to the City ordinance seeks to clarify these discrepancies and omissions, ensuring that the combined oversights of the Traffic and Parking Commission and the Planning Commission fully address adequate parking within the City.

MOTION:

I move to recommend to City Council a request to modify City ordinances as follows:

> 2.48.040: DUTIES:
>
> It shall be the duty of the Traffic and Parking Commission to perform educational activities in traffic matters, to supervise the preparation and publication of traffic reports, to receive complaints relating to traffic matters and to recommend to the City Council

ways and means of improving traffic conditions and the administration and enforcement of traffic regulations.

The Traffic and Parking Commission shall also advise the City Council on the development of adequate parking for ~~commercial and retail uses~~ commercial, retail, and multi-family uses, recommend policies to encourage, develop and support adequate parking within the City, recommend actions for the establishment of long term parking plans for the City and in particular the downtown Redlands business area, and advise the City Council in the administration of resources for the development of parking. The commission may also assist other advisory groups such as the Planning Commission in matters relating to parking.

The commission shall keep records of all of its acts and proceedings, and shall submit all of its recommendations to the City Council and to the City Manager.

The commission shall assist other advisory groups such as the Planning Commission in requests for any variances to off-street parking that are required by Title 18 Zoning Regulations.

The Traffic and Parking Commission shall also advise the City Council on updates to parking requirements described in the Title 18 Zoning Regulations. (Ord. 2265 § 1, 1994)

PREPARED BY:

Eric Shamp, TPC Chairman

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST TO CLARIFY THE SCOPE OF THE TRAFFIC AND PARKING COMMISSION WITH REGARD TO NON-MOTORIZED TRAFFIC

DISCUSSION:

Over the past decade, the City has developed significant infrastructure to support the use of non-motorized vehicles, including bike lanes (Class III bikeways) and bike paths (Class I bikeways). In addition, the recent proliferation of e-bikes and other forms of personal transportation devices has introduced non-motorized and non-automobile traffic to City streets not seen since early in the last century. The scope of the Traffic and Parking Commission is not well defined in our City ordinances with regards to non-motorized and non-automobile road users.

The duties of the Traffic and Parking Commission are defined in Section 2.48.040, using terms that are defined in various locations throughout the City ordinance. Some terms, such as “traffic” are undefined anywhere in the ordinances, leading to confusion over the Commission’s jurisdiction over non-motorized and non-automobile vehicles and non-motorized thoroughfares. This leaves a significant portion of road users without a Commission to educate, supervise, receive complaints, and make recommendations.

If the Commission wishes to clarify and define its scope to include non-motorized and non-automobile traffic and non-motorized thoroughfares, some changes to the City ordinance are in order. By making the following changes to definitions in Sections 10 and 12 of the ordinances, Section 2.48.040 can remain as written while effectively being expanded to include all road users, not just motorized automotive road users.

MOTION:

I move to recommend to City Council a request to modify City ordinances as follows:

10.04.130: MOTOR VEHICLES:

A "motor vehicle" is any vehicle which is self-propelled. Electric motorized vehicles that have a limiting device that restricts their speed to not more than 20 miles per hour are not considered motor vehicles. (Prior code § 68600.1)

10.04.300: TRAFFIC:

‘Traffic’ refers to the movement of vehicles on any street.

12.04.160: STREET:

"Street" means public street, lane, alley, court, easement, right of way, non-motorized thoroughfare, or other public place in the city, as they now exist or may hereafter be established, or any portion thereof, including all or part of any highway, right of way or easement, whether or not such entire area as used for highway purposes, excepting any easement or right of way vested in the city for a specified single utility purpose only. (Prior code § 74011)

12.04.210: VEHICLE:

"Vehicle" means a device in, upon, or by which any person or property is or may be propelled, moved or drawn on the highway or street ~~weighing in excess of one hundred (100) pounds~~. (Prior code § 74016)

12.04.230: NON-MOTORIZED THOROUGHFARE:

'Non-motorized thoroughfare' means a public easement set aside for the travel of pedestrians, non-motorized vehicles, and electric motorized vehicles that have a limiting device that restricts their speed to not more than 20 miles per hour. Non-motorized thoroughfares shall not include unpaved trails located in public parks, conservancies, or wilderness areas.

PREPARED BY:

Eric Shamp, TPC Chairperson

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST TO UPDATE ORDINANCES REGARDING BICYCLE LICENSES

DISCUSSION:

As allowed under the 2022 California Vehicle Code Section 39000, the City of Redlands ordinances require a California Bicycle License to operate any bicycle on City roadways. Licenses are issued by the State and procured through the Redlands Police Department. The Police Department does not enforce the requirement for a license. However, the program remains in place, underutilized. A bicycle owner can still fill out a form provided by RPD, pay a nominal fee, and secure a California Bicycle License. While out of date, this program has the potential to help combat bicycle theft and aid in the recovery and return of stolen bicycles to their owners.

Bicycle theft is an unfortunately common occurrence in the City. With the recent proliferation of e-bikes and high-end bicycles, the cost to owners due to these thefts has increased. As one means of addressing this, the Bicycle License program should to be updated and made optional. In addition, the public and local bicycle retailers need to be made aware of this program.

The proposed changes to Chapter 10.56 BICYCLES will remove the license requirement and associated penalties, while providing clear direction to the public on how to participate in the program.

MOTION:

I move to recommend to City Council a request to modify City ordinances as follows:

Make the following changes to CHAPTER 10.56 BICYCLES:

~~10.56.010: LICENSE REQUIRED:~~

~~It is unlawful for any person to operate or use a bicycle, as defined in section 21200 of the Vehicle Code without having attached thereto a California bicycle license, upon any of the streets, alleys or public highways of this city. (Prior code § 63100)~~

10.56.020: LICENSE; ISSUANCE:

The police department of the city is authorized and directed to obtain original bicycle license ~~plates~~ decals and renewal license ~~plates~~ decals from the California department of motor vehicles and issue same at the police department. (Prior code § 63101)

10.56.030: LICENSE; CONDITION OF BICYCLE:

The bicycle shall be equipped and maintained as provided for in section 21201 of the Vehicle Code at all times when operated in the city, and before a license can be issued. (Prior code § 63102)

~~10.56.040: LICENSE; EFFECT:~~

~~Licenses, when issued, shall entitle the licensee to operate such bicycle, for which said license has been issued, upon all the streets, alleys and public highways, exclusive of the sidewalks thereof, in the city. (Prior code § 63103)~~

10.56.050: LICENSE PLATE AND REGISTRATION:

The city shall provide, for a fee, a California bicycle license and maintain registration records as provided in division 16.7 of the California Vehicle Code. (Prior code § 63104)

10.56.060: LICENSE; BICYCLE ATTACHMENT:

~~The plate shall be attached to the frame of the bicycle below the seat on the seat post portion of the frame.~~ The license decal shall be adhered to the frame of the bicycle below the seat on the front of the seat tube portion of the frame. If this placement is not possible, as would be the case with recumbent bicycles, the decal shall be adhered to the frame in a forward-facing position, so that the decal is legible without lifting the bicycle off the ground. (Prior code § 63105)

10.56.070: LICENSE ~~PLATE~~ DECAL REMOVAL:

~~The plate shall not be removed.~~ Removal of the license decal by the owner will void the license. (Prior code § 63106)

10.56.080: LICENSE; RECORDATION:

The police department shall maintain registration records. (Prior code § 63107)

10.56.090: LICENSE; NOTIFICATION OF BICYCLE DESTRUCTION:

It shall be the duty of every license holder to notify to police department within ten (10) days of the destruction of the bicycle. The registration card shall be returned to the police department at that time. (Prior code § 63108)

10.56.100: FEES; INITIAL PURCHASE AND RENEWAL:

The initial license fee and the renewal fee to be paid for each bicycle shall be ~~one dollar fifty cents ($1.50)~~ [revised fee to be determined]. ~~A bicycle purchased after license deadline may be licensed for fifty cents ($0.50) for each year remaining in the three (3) year period or portion of the remaining year, upon proof of sale.~~ (Prior code § 63200)

~~10.56.110: FEES; PENALTY FOR LATE RENEWAL:~~

~~A penalty of one dollar ($1.00) shall be added upon any application for annual renewal of registration made on or after February 1 of the registration renewal year, except as provided in section 10.56.100 of this chapter. (Prior code § 63201)~~

10.56.120: FEES; PAYMENT:

All licenses shall be payable in advance to the chief of police or his representative, who is designated as the license collector for all fees due under this chapter. (Prior code § 63202)

10.56.130: FEES; TRANSFER:

Pursuant to sections 10.56.160 and 10.56.170 of this chapter, a bicycle license may be transferred when the ownership of said bicycle is transferred and a fee of ~~fifty cents ($0.50)~~ [revised fee to be determined] shall be paid for the registration of such transfer. (Prior code § 63203)

10.56.140: DEALER; SECONDHAND DEALER PURCHASE REPORT:

~~All persons engaged in the business of buying secondhand bicycles are required to make a weekly report to the police department, giving the name and address of the person from whom each bicycle is purchased, the description of each bicycle purchased, the frame number thereof, and the number of any license found thereon, if any.~~ All persons engaged in the business of buying secondhand bicycles are required, upon purchasing a bicycle displaying a license decal, to report to the police department, giving the name and address of the person from whom each bicycle is purchased, the description of each bicycle purchased, the frame number thereof, and the number of the license found thereon. (Prior code § 63300)

10.56.150: DEALER; ~~REPORT OF~~ REGISTRATION UPON SALE:

~~All persons engaged in the business of selling new or secondhand bicycles are required to make a weekly report to the police department, giving a list of all sales made by such dealers, which list shall include the name and address of each person to whom sold, the kind of bicycle sold, together with a description and frame number thereof, and the number of the license attached thereto, if any.~~ All persons engaged in the business of selling new or secondhand bicycles are required to provide a Bicycle License Application Form to the buyer of any bicycle." (Prior code § 63301)

10.56.160: REGISTRATION TRANSFER; REPORT:

It is the duty of every person who sells or transfers ownership of any licensed bicycle, to report such sale or transfer by returning to the police department the registration card issued to such person as licensee thereof, together with the name and address of the person to whom said licensed bicycle was sold or transferred; and such report shall be made within ten (10) days of the date of said sale or transfer. (Prior code § 63400)

~~10.56.170: REGISTRATION TRANSFER; APPLICATION:~~

~~It shall be the duty of the purchaser or transferee of such bicycle to apply for a transfer of registration thereof within ten (10) days of the date of such transfer of registration. (Prior code § 63401)~~

~~10.56.180: IMPOUNDMENT:~~

~~In addition to the penalty hereinabove set forth, the police department, or any of the members thereof, may impound any bicycle operated in violation of any of the provisions of this chapter, and retain possession of same until the license provided for herein is obtained by the owner of such bicycle. (Prior code § 63500~~)

10.56.190: CITATION; ISSUANCE:

The police department may issue a traffic citation to any person who operates a bicycle in violation of any of the provisions of this chapter or the California Vehicle Code. (Prior code § 63501)

PREPARED BY:

Eric Shamp, TPC Chairperson

TRAFFIC & PARKING COMMISSION
EXPENDITURE TRACKING WORKSHEET

FY 2023-24

1/10/2024

ITEM	TPC MEETING	DESCRIPTION	STATUS	AVAILABLE BUDGET	UNBUDGETED REVENUE	EXPENDITURE/ COST ESTIMATE	REMAINING BUDGET	COMMENTS
				$ 105,000.00				FY 23/24 MUED BUDGET ALLOCATION FOR APPROVED TPC PROJECTS
1	5/25/2022	WABASH AVENUE MID-BLOCK CROSSWALK (SYLVAN BOULEVARD-MONTECITO LANE)	COMPLETE	$ 105,000.00		$ 22,625.50	$ 82,374.50	FY 23/24 EXPENDITURE FOR INSTALLATION COSTS ONLY $29,098.67 DEVELOPER OBLIGATION $47,871.14 EXPENDITURE IN FY 22/23 FOR EQUIPMENT COST

Work Order Status as of January 9, 2024

Traffic and Parking Commission Approved Items Work Order Status

Item	Traffic and Parking Commission Meeting	Description of Request	Recommended for City Council?	City Council Meeting	Approved by City Council?	Work Order Issued	Work Order Status
1	5/27/2021	Install a crosswalk on Wabash Avenue at Highland Avenue	Yes	N/A	N/A	Pending	Allocated to HSIP Cycle 10 project

Status of Work Orders Approved by Staff

Item	Description of Request	Work Order Issued	Work Status
1	Install warning signs for changes in horizontal alignment and intersections on Mariposa Drive between Sunset Drive and Dwight Street	8/3/2023	Complete
2	Paint 15 feet of red curb in front of the fire hydrant on Lido Street at Central Avenue	9/7/2023	Complete
3	Install school speed limit signs on Nevada Street adjacent to Montessori in Redlands school.	10/12/2023	Complete
4	Install stop ahead sign and object markers on San Mateo Street and Highlands Avenue	10/25/2023	Complete

CITY OF REDLANDS
TRAFFIC AND PARKING COMMISSION
REGULAR MEETING AGENDA

ERIC SHAMP, CHAIR

CASSIE MACDUFF, VICE CHAIR — ANDREW HODER, COMMISSIONER
KEVIN MORNINGSTAR, COMMISSIONER — CARL DAVIS, COMMISSIONER
BILL WADDELL, COMMISSIONER — BENJAMIN DANIEL PEREZ, COMMMISSIONER

Thursday, March 28, 2024, at 6:00 P.M.
City Council Chamber, Civic Center
35 Cajon Street, Suite 2, Redlands, CA

This will be an open public meeting. The following information comprises the agenda for a meeting of the Traffic and Parking Commission of the City of Redlands.

1. **Attendance & Call to Order**

2. **Approval of Minutes**

   A. Minutes of the regular meeting of January 25, 2024

3. **Public Comment**

   The public is invited to speak on items not listed on this agenda, but within the jurisdiction of the Commission. However, no general discussion of such items, or action on such items, may be taken. Comments are limited to three minutes.

4. **Old Business**

   A. Request to establish on-street parking restrictions on Al Harris Lane and 3rd Street between Redlands Boulevard and Orange Street

   B. Request to clarify and distinguish the scope of the Traffic and Parking Commission with regard to the responsibilities and duties of the Planning Commission

   C. Request to clarify the scope of the Traffic and Parking Commission with regard to non-motorized traffic

   D. Request to update ordinances regarding bicycle licenses

5. **Communications**

   A. Safety report on downtown parking

   B. Status of Traffic and Parking Commission budget

   C. Status of work orders

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam K. Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 x2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. NOTE: Any writings or documents distributed to a majority of the Traffic and Parking Commission regarding an open session agenda item less than 72 hours before this meeting are available at https://www.cityofredlands.org/traffic-and-parking-commission or the Municipal Utilities & Engineering Department at 35 Cajon Street, Suite 15A for public inspection or by calling 909-789-7584 x 7. (28 CFR 35.102-35.104 ADA Title II)

D. Roundabout presentation

6. Adjournment – Next Meeting is May 23, 2024 at 6:00 PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam K. Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 x2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. NOTE: Any writings or documents distributed to a majority of the Traffic and Parking Commission regarding an open session agenda item less than 72 hours before this meeting are available at https://www.cityofredlands.org/traffic-and-parking-commission for public inspection or at the Municipal Utilities & Engineering Department, 35 Cajon Street, Suite 15A by calling 909-789-7584 x 7.

(28 CFR 35.102-35.104 ADA Title II)

CITY OF REDLANDS
TRAFFIC AND PARKING COMMISSION
REGULAR MEETING
Thursday, January 25, 2024 at 6:00 P.M.

MINUTES

1. ATTENDANCE & CALL TO ORDER

The regular meeting of the Traffic and Parking Commission was called to order at 6:00 pm by Chairperson Eric Shamp.

Roll Call:

Present

Commissioners:	Staff:
Eric Shamp	Ryan Steinhaus, PD
Kevin Morningstar	Martin Gonzalez, PD
Carl Davis	Brian Desatnik, DSD
Bill Waddell	John Harris, MUED
Andrew Hoder	Goutam Dobey, MUED
Benjamin Daniel Perez	Johana Silva, MUED

Absent

Commissioners:
Cassie MacDuff (excused)

2. APPROVAL OF MINUTES

Commissioner MacDuff and Chairperson Shamp made corrections to the minutes.

A motion was made by Commissioner Morningstar and seconded by Commissioner Waddell to approve the minutes of the regular meeting held on September 28, 2023. By roll call vote of 4-0, the motion carried with Commissioner Hoder and Shamp abstaining.

3. PUBLIC COMMENT

Commissioner Waddell requested contact details for previously approved commission items to receive project updates. Chairperson Shamp then presented a written request from Vice Chair MacDuff for a report on downtown parking and public safety and an update on the study for converting Citrus Avenue to one-way westbound. Mr. Harris sought clarification on the parking and public safety update request and informed the commission that the City Council has decided against making Citrus Avenue one-way westbound. Mr. Desatnik added that a prior study revealed this change would only yield approximately thirty (30) additional parking spaces.

DRAFT

4. NEW BUSINESS

4A. *Request to establish on-street parking restrictions on Al Harris Lane and 3rd Street between Redlands Boulevard and Orange Street*

Ms. Silva presented updated plans submitted by Arteco Partners for the Redlands Public Market, a development with around twenty small restaurants at 330 N 3rd Street. She provided an overview of Staff's suggested modifications, proposing additional no-parking zones because the road width is inadequate for parking on both sides. Mr. Desatnik outlined the development proposal for the Redlands Public Market lacking on-site parking.

Jerry Tessier, owner of the Redlands Public Market, emphasized the need for short-term customer parking, proposing 30-minute zones on Al Harris Lane and 3rd Street from 6:00 AM to 10:00 PM and a 5-minute zone in front of Redlands Public Market.

Tom Robinson of VantageOne Real Estate expressed concerns about potential parking issues, stating that it could become problematic. He suggested further discussions with the property owner, neighboring businesses, and staff to address these concerns. However, he clarified that he is supportive of the proposed 5-minute parking.

Glenn Fearon of Property One, LLC mentioned that parking restrictions should be applicable to all businesses and further discussions with neighboring businesses are needed.

Chair Shamp mentioned that Property One, LLC submitted a public comment for the record. He also addressed Vice Chair MacDuff's inquiry regarding the storage container shown on the exhibit. Mr. Tessier clarified that it was an error on the exhibit and confirmed that the storage container no longer exists.

Chairperson Shamp called for a five (5) minute recess at 6:52 PM.

Bryan Bruce, owner of the Overland and Aori Mak Mak, highlighted the existing limited parking in the area and expressed concern about the proposed parking restrictions, noting the challenges it poses for his businesses. He emphasized the perceived danger of crossing at the Orange Street and Al Harris Lane intersection.

The commission inquired about the businesses housed in the structure, sought clarification on the proposed parking plan within the development plan, and asked whether off-street parking was taken into account. Additionally, there were queries regarding employee parking arrangements and the leasing of parking spaces.

The commission decided to table the item for further discussion to the next meeting.

DRAFT

4B. ***Request to clarify and distinguish the scope of the Traffic and Parking Commission with regard to the responsibilities and duties of the Planning Commission***

Chairperson Shamp proposed changes to the City ordinance to clarify that the Traffic and Parking Commission has the authority to provide supplemental review for projects seeking parking requirement reductions in the Zoning ordinance. The changes also address the omission of multi-family residential parking concerns in the current duties, recognizing their impact on on-street parking availability. The overall goal is to ensure that both the Traffic and Parking Commission and the Planning Commission collectively address adequate parking within the City.

The Commission continued discussions on the distinction between parking concerns falling under the purview of the Traffic and Parking Commission and those falling within the responsibilities of the Planning Commission. The commission proposed actions aim to provide clear guidance to City staff on this matter.

Chairperson Shamp read Vice Chair MacDuff's comments into recorded stating that most of her concerns have been discussed. One concern was raised about the educational duties of TPC, seeking clarification on what they should consist of. Staff responded that the clarification should come from the TPC membership, and the level of educational involvement is at the discretion of the Commission.

This item was tabled for further discussion to the next meeting.

4C. ***Request to clarify the scope of the Traffic and Parking Commission with regard to non-motorized traffic***

Chairperson Shamp discussed the evolving landscape of non-motorized transportation in the City, emphasizing the significant infrastructure developed over the past decade to support non-motorized vehicles. Mr. Shamp stated that the Traffic and Parking Commission's duties, outlined in Section 2.48.040, lack clarity regarding non-motorized road users, leading to confusion and a gap in oversight. To address this, he proposed changes to City ordinances, particularly in Sections 10 and 12, were discussed. These changes aim to redefine the Commission's scope, ensuring it includes non-motorized and non-automobile traffic, as well as non-motorized thoroughfares. The goal is to educate, supervise, address complaints, and make recommendations for all road users, not solely motorized automotive road users.

This item was tabled for further discussion to the next meeting.

4D. ***Request to update ordinances regarding bicycle licenses***

Chairperson Shamp discussed the Bicycle License program. He proposed updating the Bicycle License program, making it optional, and increasing awareness among the public and local bicycle retailers. Proposed changes to Chapter 10.56 BICYCLES

aim to eliminate the license requirement and associated penalties, offering clearer instructions on program participation. The discussion emphasized the potential benefits of combatting bicycle theft and facilitating the recovery of stolen bicycles.

This item was tabled for further discussion to the next meeting.

5. COMMUNICATIONS

5A. *Annual report to City Council*

Mr. Harris clarified that City commissions and committees are required to provide annual updates to the City Council. The commission was assigned February 20th as the date to report to the Council. Any changes to the date would result in the commission submitting a staff report under consent instead of presenting it in person. In consensus, Chairperson Shamp was chosen to present to the City Council on behalf of the Commission.

5B. *Status of Traffic and Parking Commission budget*

Mr. Harris mentioned that an overview of the budget is available in the agenda packet. To save time, Staff will skip a presentation and invite the commission to ask any questions they may have.

5C. *Status of work orders*

Mr. Harris mentioned that an overview of the work orders' status is available in the agenda packet. To save time, Staff will skip a presentation and invite the commission to ask any questions they may have.

5D. *Discussion about roundabouts*

This item has been tabled for an upcoming commission meeting.

6. OLD BUSINESS

7A. *Continued discussion of the duties and responsibilities under the TPC's purview*

The item was removed from the agenda, as it pertained to a previously discussed topic and related agenda items. It will also be excluded from future agendas.

7. ADJOURNMENT

The meeting was adjourned by Chairperson Shamp at 8:19 pm.

DRAFT

AGENDA ITEM **4A**
COMMISSION MEETING OF **3/28/24**

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST BY ARTECO PARTNERS TO ESTABLISH ON-STREET PARKING RESTRICTIONS ON AL HARRIS LANE AND 3RD STREET BETWEEN REDLANDS BOULEVARD AND ORANGE STREET

MOTION:

I move to recommend to City Council approval of the implementation of the proposed parking restrictions as depicted in “Exhibit 1”.

STAFF RECOMMENDATION:

Staff recommend that the commission deliberate on the proposed parking restrictions, as depicted in 'Exhibit 1,' and evaluate whether the restrictions are warranted.

DISCUSSION:

Arteco Partners is the owner and developer of the Redlands Public Market, a future development with a collection of approximately twenty (20) small restaurants located at 330 N 3rd Street, in a historically significant building that does not provide on-site parking. It will rely heavily on public parking options both on-street and off-street. The surrounding Santa Fe Historic District is undergoing new construction, including the restoration of the historic depot, which will primarily house restaurant businesses. Approximately seventy (70) percent of new commercial retail development results in food-related uses, with the recent opening of a restaurant and bar named Overland at the northwest corner of Al Harris Lane and Orange Street being the initial establishment.

Arteco Partners believes that a critical factor in the success of these restaurants, particularly in the post-pandemic environment marked by increased off-site dining and delivery sales, is the provision of short-term convenient customer parking. This need arises for quick visits to pick up take-out food, facilitate food delivery services, and cater to other brief visits.

The proposal seeks to discourage long-term parking from utilizing convenient on-street spaces that are ideally suited for short-term patrons. People intending to park for extended periods or planning prolonged visits to the food hall or other nearby restaurants would be encouraged to park in off-street parking lots and the Stuart Avenue parking garage.

The proposal was presented to the Traffic and Parking Commission on January 25, 2024. Following the meeting, the commission advised staff to initiate further discussions with local business owners, aiming to collaboratively formulate parking solutions tailored to the area's needs.

After these discussions, several adjustments were made to the proposed parking restrictions. The revised proposal suggests transitioning all parking in the Santa Fe district on Al Harris Lane and 3rd Street, north of Redlands Avenue, to ninety (90) minute parking zones. The proposed time limit extension would be in effect from 10:00 AM to 10:00 PM. This extension aims to accommodate bars attracting late-night patrons, providing for longer-term customer parking while prioritizing the safety and convenience of late-night visitors.

An exception to the proposal is the request to establish a zone for ten (10) minute parking along the east curb of 3rd Street directly in front of Redlands Public Market. This designated area is intended for use as a customer loading zone and a pickup location for delivery drivers. The intent is to facilitate brief parking for individuals collecting pre-ordered takeout, thereby supporting efficient order pickup processes for businesses and their customers.

Furthermore, due to insufficient width in certain zones, on-street parking cannot be accommodated on both sides of the street. To address this, a no-parking zone is proposed on the westbound side of Al Harris Lane. This zone should also encompass the area adjacent to the proposed sidewalk extension at the corner of Al Harris Lane and 3rd Street. Additionally, a no-parking zone will be implemented for the initial 100 feet of northbound lane of 3rd Street, extending from Redlands Boulevard.

ALTERNATIVES:

The commission may do one of the following:

1. Recommend approval the proposed on-street parking restrictions with modifications; or
2. Recommend denial of the request.

FISCAL IMPACT:

There is no fiscal impact associated with this action related to the costs including equipment and materials. Work will be performed by City Staff as maintenance.

ATTACHMENTS:

A. Exhibit 1

Prepared by:

JOHANA SILVA
Associate Engineer

Reviewed by:

GOUTAM K. DOBEY
City Engineer

Reviewed by:

RACHEL TOLBER
Police Chief

Reviewed by:

JOHN R. HARRIS
Municipal Utilities and Engineering Director

Reviewed by:

RICH SESSLER
Fire Chief

Reviewed by:

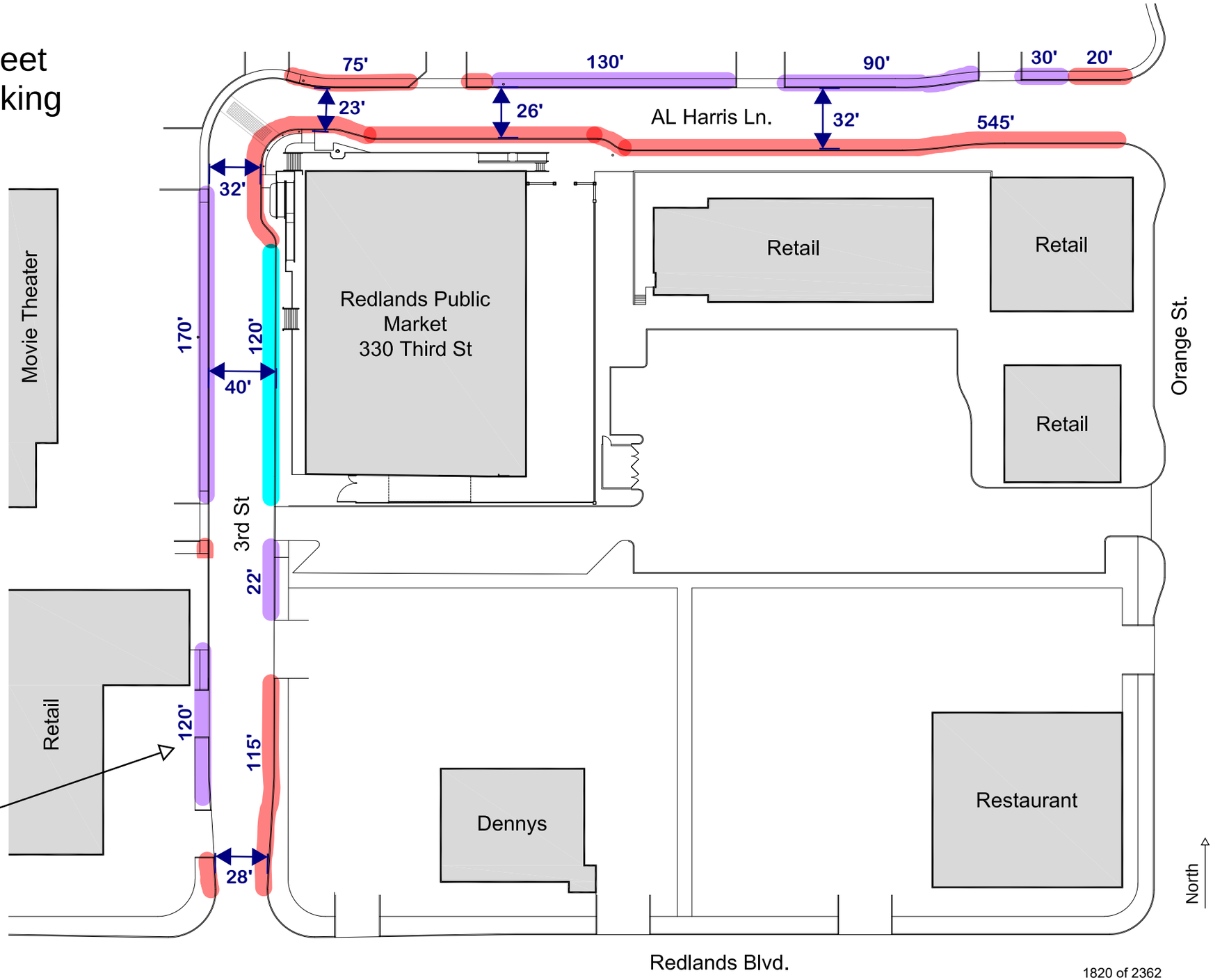
TABITHA CROCKER
Facilities and Community Services Director

Reviewed by:

BRIAN DESATNIK
Development Services Director

Al Harris Ln & Third Street Proposed on street Parking Designation Map 2/14/2024

Legend
Red = No Parking
Blue = 10 Min Parking
Purple = 90 Min Parking
(10am to 10pm)



Note: Future adjustments to driveways and restricted parking zones may be required when the new apartment building is constructed.

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST TO CLARIFY AND DISTINGUISH THE SCOPE OF THE TRAFFIC AND PARKING COMMISSION WITH REGARD TO THE RESPONSIBILITIES AND DUTIES OF THE PLANNING COMMISSION

DISCUSSION:

In previous Commission meetings, the Commission has requested City staff to provide clarity in distinguishing those parking concerns that are within the scope of the Traffic and Parking Commission, and those that fall under the duties of the Planning Commission. The proposed action seeks to give clear directions to staff on this matter.

The Planning Commission is charged with reviewing new development projects for compliance with the Zoning Regulations as defined in Title 18 of the City ordinance, which includes off-street parking requirements.

The duties of the Traffic and Parking Commission are defined in Section 2.48.040. Among those duties is to advise the City Council on the development of adequate parking for commercial and retail uses, recommend policies to encourage, develop and support adequate parking within the City, recommend actions for the establishment of long-term parking plans for the City and in particular the downtown Redlands business area, and advise the City Council in the administration of resources for the development of parking. The commission may also assist other advisory groups such as the Planning Commission in matters relating to parking.

It is therefore within the scope of the Traffic and Parking Commission to provide supplemental review of any proposed project that comes before the Planning Commission which seeks reductions to parking requirements in the Zoning ordinance, as those reductions can impact “adequate parking”, both off-street and on-street, which is the charge of the Traffic and Parking Commission. It is also within the scope of the Traffic and Parking Commission to review all changes and updates to Zoning ordinances regarding off-street parking.

Additionally, the ordained duties of the Traffic and Parking Commission do not currently address the development of adequate parking for multi-family residential uses, only commercial and retail. However, inadequate parking at multi-family residential properties can have a profound effect on the availability of adjacent on street parking, which is clearly within the scope of the Commission.

The following proposed changes to the City ordinance seeks to clarify these discrepancies and omissions, ensuring that the combined oversights of the Traffic and Parking Commission and the Planning Commission fully address adequate parking within the City.

MOTION:

I move to recommend to City Council a request to modify City ordinances as follows:

> 2.48.040: DUTIES:
>
> It shall be the duty of the Traffic and Parking Commission to perform educational activities in traffic matters, to supervise the preparation and publication of traffic reports, to receive complaints relating to traffic matters and to recommend to the City Council

ways and means of improving traffic conditions and the administration and enforcement of traffic regulations.

The Traffic and Parking Commission shall also advise the City Council on the development of adequate parking for ~~commercial and retail uses~~ commercial, retail, and multi-family uses, recommend policies to encourage, develop and support adequate parking within the City, recommend actions for the establishment of long term parking plans for the City and in particular the downtown Redlands business area, and advise the City Council in the administration of resources for the development of parking. The commission may also assist other advisory groups such as the Planning Commission in matters relating to parking.

The commission shall keep records of all of its acts and proceedings, and shall submit all of its recommendations to the City Council and to the City Manager.

The commission shall assist other advisory groups such as the Planning Commission in requests for any variances to off-street parking that are required by Title 18 Zoning Regulations.

The Traffic and Parking Commission shall also advise the City Council on updates to parking requirements described in the Title 18 Zoning Regulations. (Ord. 2265 § 1, 1994)

PREPARED BY:

Eric Shamp, TPC Chairman

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST TO CLARIFY THE SCOPE OF THE TRAFFIC AND PARKING COMMISSION WITH REGARD TO NON-MOTORIZED TRAFFIC

DISCUSSION:

Over the past decade, the City has developed significant infrastructure to support the use of non-motorized vehicles, including bike lanes (Class III bikeways) and bike paths (Class I bikeways). In addition, the recent proliferation of e-bikes and other forms of personal transportation devices has introduced non-motorized and non-automobile traffic to City streets not seen since early in the last century. The scope of the Traffic and Parking Commission is not well defined in our City ordinances with regards to non-motorized and non-automobile road users.

The duties of the Traffic and Parking Commission are defined in Section 2.48.040, using terms that are defined in various locations throughout the City ordinance. Some terms, such as “traffic” are undefined anywhere in the ordinances, leading to confusion over the Commission’s jurisdiction over non-motorized and non-automobile vehicles and non-motorized thoroughfares. This leaves a significant portion of road users without a Commission to educate, supervise, receive complaints, and make recommendations.

If the Commission wishes to clarify and define its scope to include non-motorized and non-automobile traffic and non-motorized thoroughfares, some changes to the City ordinance are in order. By making the following changes to definitions in Sections 10 and 12 of the ordinances, Section 2.48.040 can remain as written while effectively being expanded to include all road users, not just motorized automotive road users.

MOTION:

I move to recommend to City Council a request to modify City ordinances as follows:

10.04.130: MOTOR VEHICLES:

A "motor vehicle" is any vehicle which is self-propelled. Electric motorized vehicles that have a limiting device that restricts their speed to not more than 20 miles per hour are not considered motor vehicles. (Prior code § 68600.1)

10.04.300: TRAFFIC:

‘Traffic’ refers to the movement of vehicles on any street.

12.04.160: STREET:

"Street" means public street, lane, alley, court, easement, right of way, non-motorized thoroughfare, or other public place in the city, as they now exist or may hereafter be established, or any portion thereof, including all or part of any highway, right of way or easement, whether or not such entire area as used for highway purposes, excepting any easement or right of way vested in the city for a specified single utility purpose only. (Prior code § 74011)

12.04.210: VEHICLE:

"Vehicle" means a device in, upon, or by which any person or property is or may be propelled, moved or drawn on the highway or street ~~weighing in excess of one hundred (100) pounds~~. (Prior code § 74016)

12.04.230: NON-MOTORIZED THOROUGHFARE:

'Non-motorized thoroughfare' means a public easement set aside for the travel of pedestrians, non-motorized vehicles, and electric motorized vehicles that have a limiting device that restricts their speed to not more than 20 miles per hour. Non-motorized thoroughfares shall not include unpaved trails located in public parks, conservancies, or wilderness areas.

PREPARED BY:

Eric Shamp, TPC Chairperson

REQUEST FOR COMMISSION ACTION

SUBJECT: REQUEST TO UPDATE ORDINANCES REGARDING BICYCLE LICENSES

DISCUSSION:

As allowed under the 2022 California Vehicle Code Section 39000, the City of Redlands ordinances require a California Bicycle License to operate any bicycle on City roadways. Licenses are issued by the State and procured through the Redlands Police Department. The Police Department does not enforce the requirement for a license. However, the program remains in place, underutilized. A bicycle owner can still fill out a form provided by RPD, pay a nominal fee, and secure a California Bicycle License. While out of date, this program has the potential to help combat bicycle theft and aid in the recovery and return of stolen bicycles to their owners.

Bicycle theft is an unfortunately common occurrence in the City. With the recent proliferation of e-bikes and high-end bicycles, the cost to owners due to these thefts has increased. As one means of addressing this, the Bicycle License program should to be updated and made optional. In addition, the public and local bicycle retailers need to be made aware of this program.

The proposed changes to Chapter 10.56 BICYCLES will remove the license requirement and associated penalties, while providing clear direction to the public on how to participate in the program.

MOTION:

I move to recommend to City Council a request to modify City ordinances as follows:

Make the following changes to CHAPTER 10.56 BICYCLES:

~~10.56.010: LICENSE REQUIRED:~~

~~It is unlawful for any person to operate or use a bicycle, as defined in section 21200 of the Vehicle Code without having attached thereto a California bicycle license, upon any of the streets, alleys or public highways of this city. (Prior code § 63100)~~

10.56.020: LICENSE; ISSUANCE:

The police department of the city is authorized and directed to obtain original bicycle license ~~plates~~ decals and renewal license ~~plates~~ decals from the California department of motor vehicles and issue same at the police department. (Prior code § 63101)

10.56.030: LICENSE; CONDITION OF BICYCLE:

The bicycle shall be equipped and maintained as provided for in section 21201 of the Vehicle Code at all times when operated in the city, and before a license can be issued. (Prior code § 63102)

~~10.56.040: LICENSE; EFFECT:~~

~~Licenses, when issued, shall entitle the licensee to operate such bicycle, for which said license has been issued, upon all the streets, alleys and public highways, exclusive of the sidewalks thereof, in the city. (Prior code § 63103)~~

10.56.050: LICENSE PLATE AND REGISTRATION:

The city shall provide, for a fee, a California bicycle license and maintain registration records as provided in division 16.7 of the California Vehicle Code. (Prior code § 63104)

10.56.060: LICENSE; BICYCLE ATTACHMENT:

~~The plate shall be attached to the frame of the bicycle below the seat on the seat post portion of the frame.~~ The license decal shall be adhered to the frame of the bicycle below the seat on the front of the seat tube portion of the frame. If this placement is not possible, as would be the case with recumbent bicycles, the decal shall be adhered to the frame in a forward-facing position, so that the decal is legible without lifting the bicycle off the ground. (Prior code § 63105)

10.56.070: LICENSE ~~PLATE~~ DECAL REMOVAL:

~~The plate shall not be removed.~~ Removal of the license decal by the owner will void the license. (Prior code § 63106)

10.56.080: LICENSE; RECORDATION:

The police department shall maintain registration records. (Prior code § 63107)

10.56.090: LICENSE; NOTIFICATION OF BICYCLE DESTRUCTION:

It shall be the duty of every license holder to notify to police department within ten (10) days of the destruction of the bicycle. The registration card shall be returned to the police department at that time. (Prior code § 63108)

10.56.100: FEES; INITIAL PURCHASE AND RENEWAL:

The initial license fee and the renewal fee to be paid for each bicycle shall be ~~one dollar fifty cents ($1.50)~~ [revised fee to be determined]. ~~A bicycle purchased after license deadline may be licensed for fifty cents ($0.50) for each year remaining in the three (3) year period or portion of the remaining year, upon proof of sale.~~ (Prior code § 63200)

~~10.56.110: FEES; PENALTY FOR LATE RENEWAL:~~

~~A penalty of one dollar ($1.00) shall be added upon any application for annual renewal of registration made on or after February 1 of the registration renewal year, except as provided in section 10.56.100 of this chapter. (Prior code § 63201)~~

10.56.120: FEES; PAYMENT:

All licenses shall be payable in advance to the chief of police or his representative, who is designated as the license collector for all fees due under this chapter. (Prior code § 63202)

10.56.130: FEES; TRANSFER:

Pursuant to sections 10.56.160 and 10.56.170 of this chapter, a bicycle license may be transferred when the ownership of said bicycle is transferred and a fee of ~~fifty cents ($0.50)~~ [revised fee to be determined] shall be paid for the registration of such transfer. (Prior code § 63203)

10.56.140: DEALER; SECONDHAND DEALER PURCHASE REPORT:

~~All persons engaged in the business of buying secondhand bicycles are required to make a weekly report to the police department, giving the name and address of the person from whom each bicycle is purchased, the description of each bicycle purchased, the frame number thereof, and the number of any license found thereon, if any.~~ All persons engaged in the business of buying secondhand bicycles are required, upon purchasing a bicycle displaying a license decal, to report to the police department, giving the name and address of the person from whom each bicycle is purchased, the description of each bicycle purchased, the frame number thereof, and the number of the license found thereon. (Prior code § 63300)

10.56.150: DEALER; ~~REPORT OF~~ REGISTRATION UPON SALE:

~~All persons engaged in the business of selling new or secondhand bicycles are required to make a weekly report to the police department, giving a list of all sales made by such dealers, which list shall include the name and address of each person to whom sold, the kind of bicycle sold, together with a description and frame number thereof, and the number of the license attached thereto, if any.~~ All persons engaged in the business of selling new or secondhand bicycles are required to provide a Bicycle License Application Form to the buyer of any bicycle." (Prior code § 63301)

10.56.160: REGISTRATION TRANSFER; REPORT:

It is the duty of every person who sells or transfers ownership of any licensed bicycle, to report such sale or transfer by returning to the police department the registration card issued to such person as licensee thereof, together with the name and address of the person to whom said licensed bicycle was sold or transferred; and such report shall be made within ten (10) days of the date of said sale or transfer. (Prior code § 63400)

~~10.56.170: REGISTRATION TRANSFER; APPLICATION:~~

~~It shall be the duty of the purchaser or transferee of such bicycle to apply for a transfer of registration thereof within ten (10) days of the date of such transfer of registration. (Prior code § 63401)~~

~~10.56.180: IMPOUNDMENT:~~

~~In addition to the penalty hereinabove set forth, the police department, or any of the members thereof, may impound any bicycle operated in violation of any of the provisions of this chapter, and retain possession of same until the license provided for herein is obtained by the owner of such bicycle. (Prior code § 63500~~)

10.56.190: CITATION; ISSUANCE:

The police department may issue a traffic citation to any person who operates a bicycle in violation of any of the provisions of this chapter or the California Vehicle Code. (Prior code § 63501)

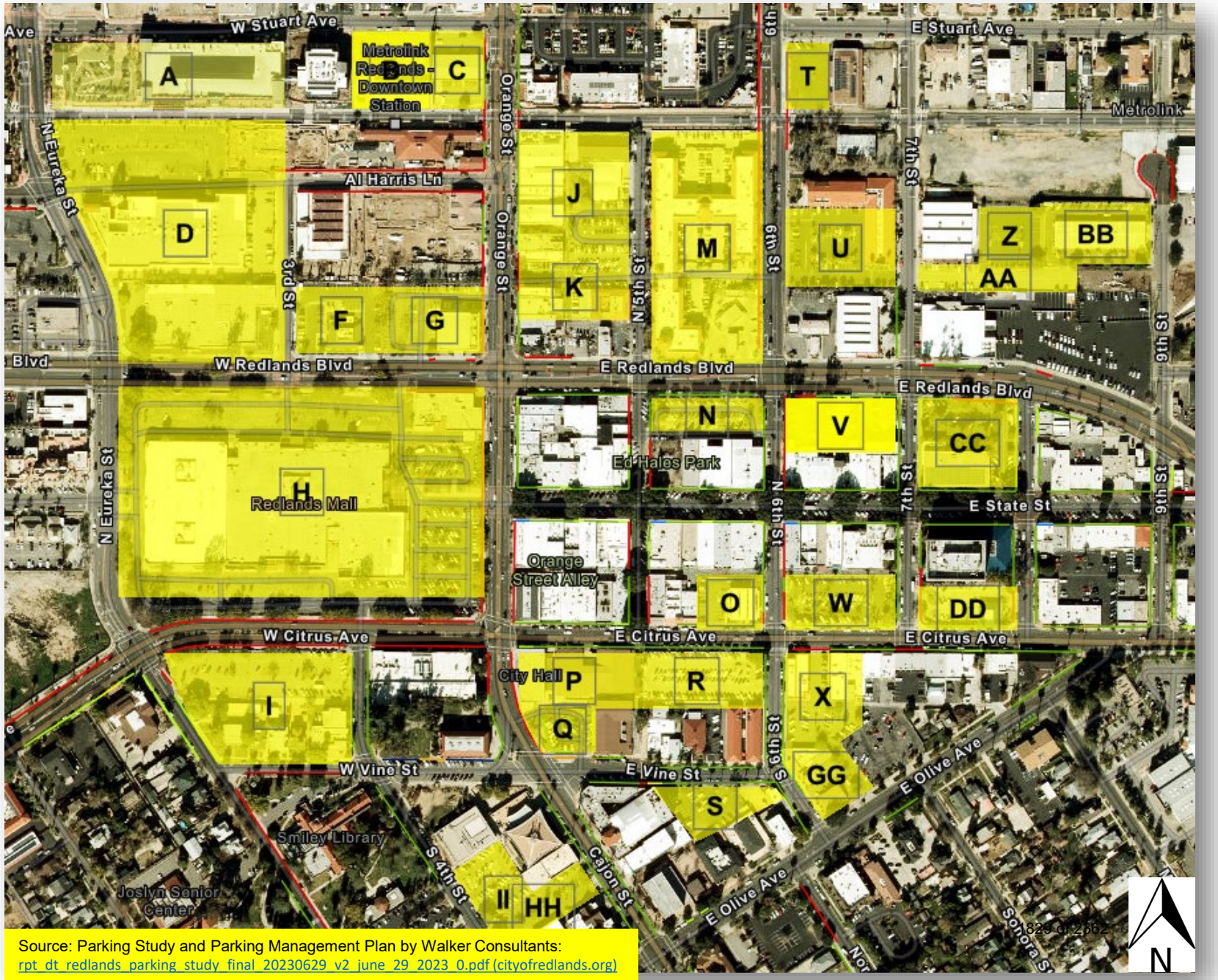
PREPARED BY:

Eric Shamp, TPC Chairperson


REDLANDS POLICE
DOWNTOWN REDLANDS
3-YEAR CRIME STUDY
THE FOLLOWING CRIME STUDY WAS CONDUCTED WITH THE PRIMARY FOCUS ON CRIMES AGAINST PERSONS AND OTHER GENERATED CALLS FOR SERVICE THAT MAY POSE SAFETY CONCERNS WITHIN OR NEAR PARKING LOCATIONS IN DOWNTOWN REDLANDS.
THE POLICE DATA THAT WAS ANALYZED WAS FROM JANUARY 01, 2020, TO FEBRUARY 29, 2024.
PARKING ONLY
Created by: Crime Analyst A. Colerick 03/19/2024

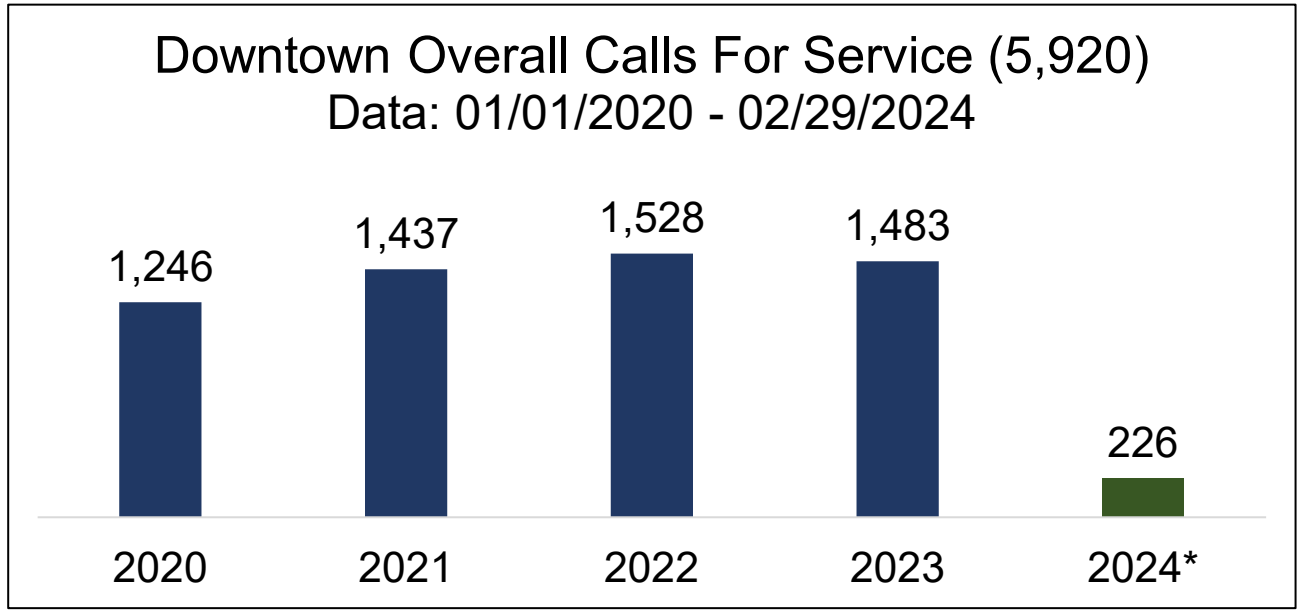
Map: Downtown Redlands Parking Lot Locations

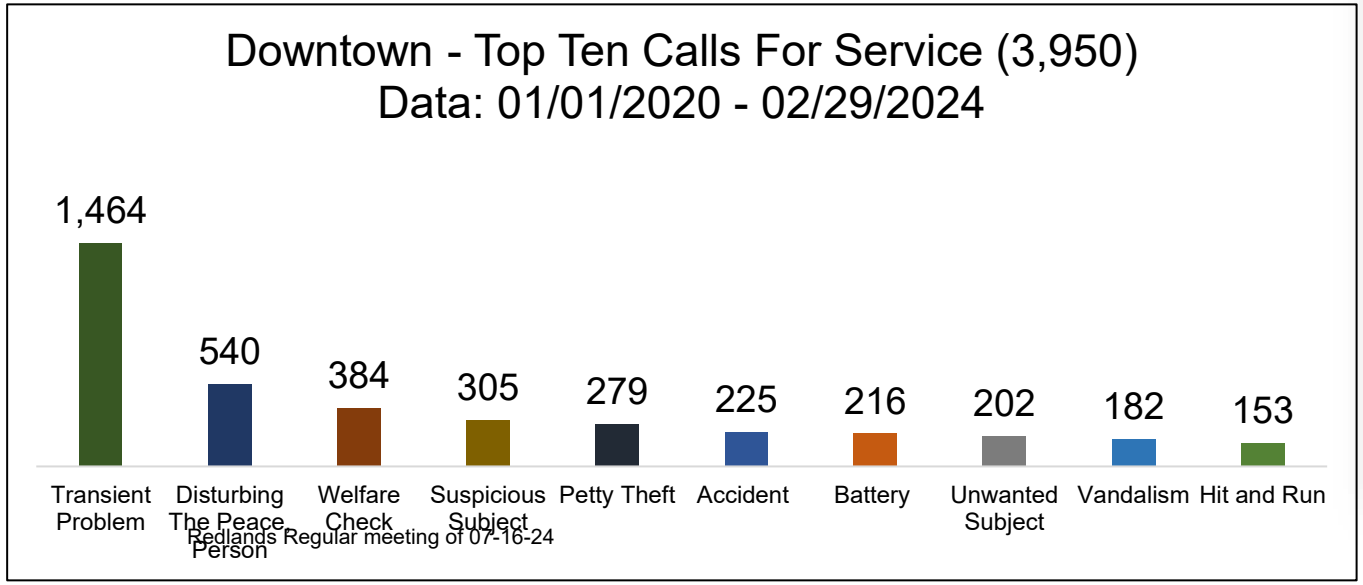
- **A** Stuart Av. Parking Lot
- **B** Private Lot
- **C** Patient/Customer Parking
- **D** Look Theater
- **E** Private Lot
- **F** Denny's
- **G** Century 21
- **H** Redlands Mall
- **I** Block 6 Lot
- **J** Boiler Room
- **K** Orange St. Parking Lot
- **L** Private Lot
- **M** Centennial Plaza
- **N** Ed Hales Park Lot Block 12
- **O** Provident Bank
- **P** City Hall Underground Employee Parking
- **Q** City Hall Surface Parking
- **R** Citrus Av. Parking Structure
- **S** United Methodist
- **T** Redlands Pawn
- **U** Redlands Plaza
- **V** Misc. Lots
- **W** Wells Fargo
- **X** Citizen's Bank
- **Y** Misc. Lots
- **Z** The Door
- **AA** Block 22
- **BB** Redlands Mill
- **CC** Bank of America
- **DD** Citibank
- **EE** Misc. Lots
- **FF** Misc. Lots
- **GG** Bear Valley Water
- **HH** First Congregational
- **II** Theron's
- **JJ** First Presbyterian



Downtown Redlands – Overall Calls for Service (5,920)

Data: 01/01/2020 – 02/29/2024



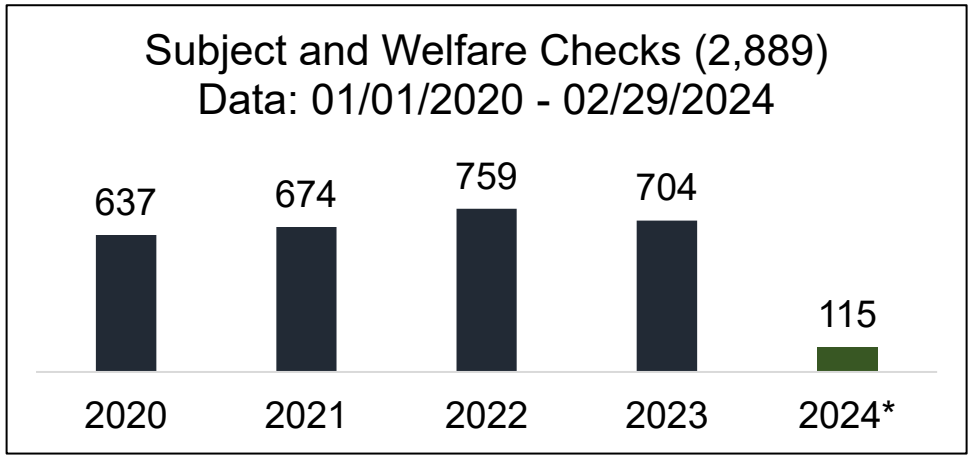


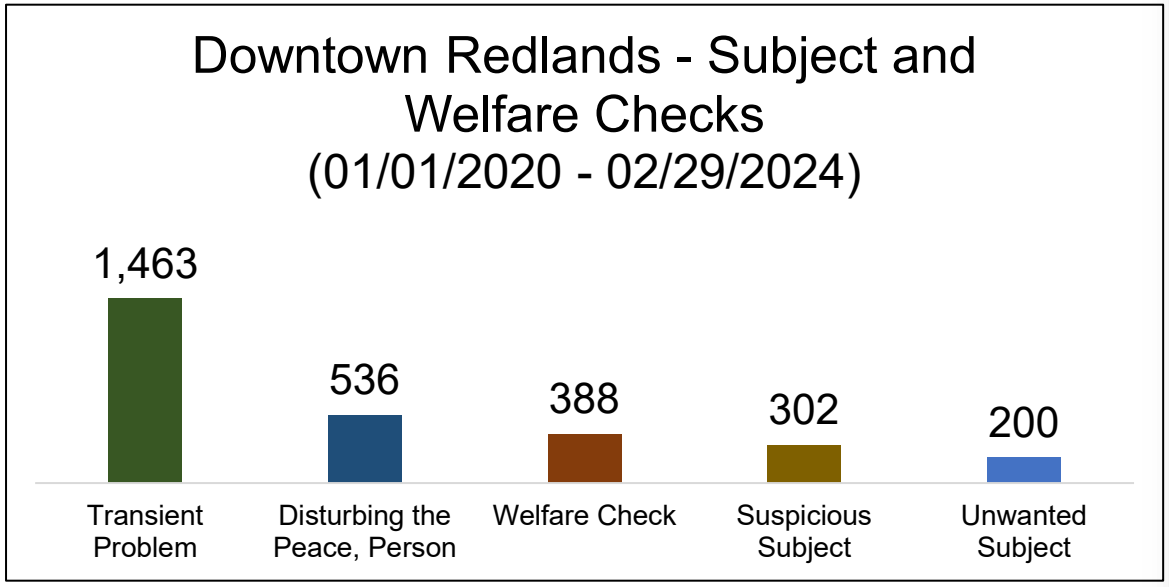


Downtown Redlands – Subject and Welfare Checks

Data: 01/01/2020 – 02/29/2024

Accounts for 51% of Calls for Service Downtown







Calls For Service

2,889

Disclaimer: The following data only shows calls for service relating to crimes against persons and other safety concerns in the downtown Redlands area. This data does not depict the overall calls for service and workload by Redlands Police Department.

Crimes Against People: Downtown Redlands Calls For Service

Data: 01/01/2020 – 02/29/2024

Calls For Service

447



COVID

Crimes Against People	2020	2021	2022	2023	01/01/2024 to 02/29/2024	Total	2021/2023 % Difference
Battery	45	70	65	84	8	272	20%
Fight	18	22	25	24	3	92	9%
Robbery	8	6	10	17	2	43	183%
Assault W/Deadly Weapon	2	4	5	5	0	16	25%
Sexual Battery	3	1	2	2	0	8	100%
Stalking	1	1	1	2	0	5	100%
Assault	0	0	3	1	0	4	N/C
Rape	1	1	1	1	0	4	0%
Stabbing	2	0	0	0	0	2	N/C
Robbery, Attempt	0	0	0	1	0	1	N/C
TOTAL	80	105	112	137	13	**447**	**30%**

*N/C=Not Calculable

COVID

Disposition	2020	2021	2022	2023	01/01/2024 to 02/29/2024	Total
Active	1	2	1	8	1	13
Adult Arrested	10	16	15	17	2	60
Civil	1	0	0	0	0	1
Exceptionally Cleared	7	2	0	0	0	9
Inactive	15	22	33	32	0	102
Juvenile Arrested	0	2	1	0	0	3
Not an Offense	43	59	58	68	8	236
Prosectution Denied	0	0	0	3	0	3
Referred Other Agency	0	1	0	0	0	1
Sent to DA	0	0	1	5	2	8
Unfounded	3	1	3	2	0	9
Victim Refused to Cooperate	0	0	0	2	0	2
TOTAL	80	105	112	137	13	**447**

Disclaimer: The following data only shows calls for service relating to crimes against persons and other safety concerns in the downtown Redlands area. This data does not depict the overall calls for service and workload by Redlands Police Department.

Battery: Downtown Redlands Calls For Service

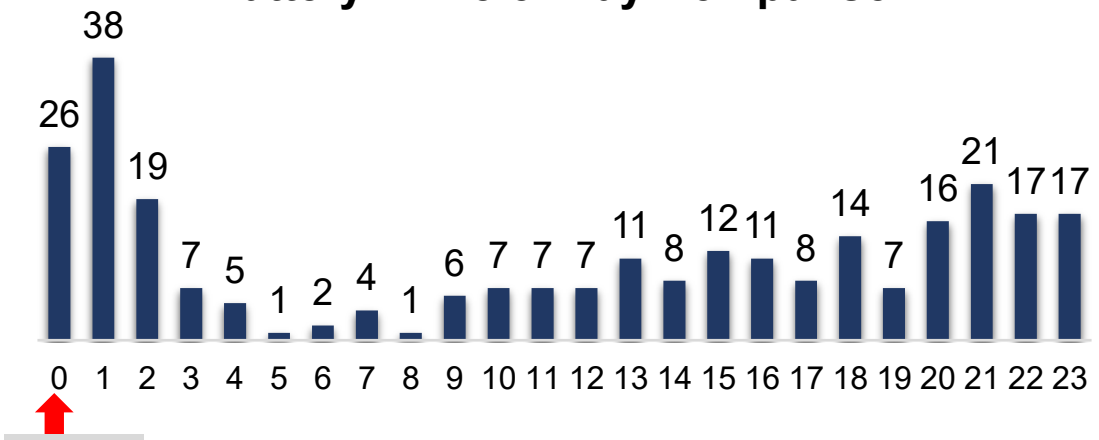
Data: 01/01/2020 – 02/29/2024

Calls For Service

272

Disposition	2020	2021	2022	2023	2024*	Total
Active	1	1	0	4	0	6
Adult Arrested	5	8	10	9	1	33
Civil	1	0	0	0	0	1
Exceptionally Cleared	3	2	0	0	0	5
Inactive	8	15	18	16	0	57
Juvenile Arrested	0	0	0	0	0	0
Not an Offense	**26**	**43**	**33**	**48**	**5**	**155**
Prosectution Denied	0	0	0	1	0	1
Referred Other Agency	0	1	0	0	0	1
Sent to DA	0	0	1	5	2	8
Unfounded	1	0	3	0	0	4
Victim Refused to Cooperate	0	0	0	1	0	1
Total	45	70	65	84	8	272

Battery: Time of Day Comparison





Disclaimer: The following data only shows calls for service relating to crimes against persons and other safety concerns in the downtown Redlands area. This data does not depict the overall calls for service and workload by Redlands Police Department.

Fights: Downtown Redlands Calls For Service

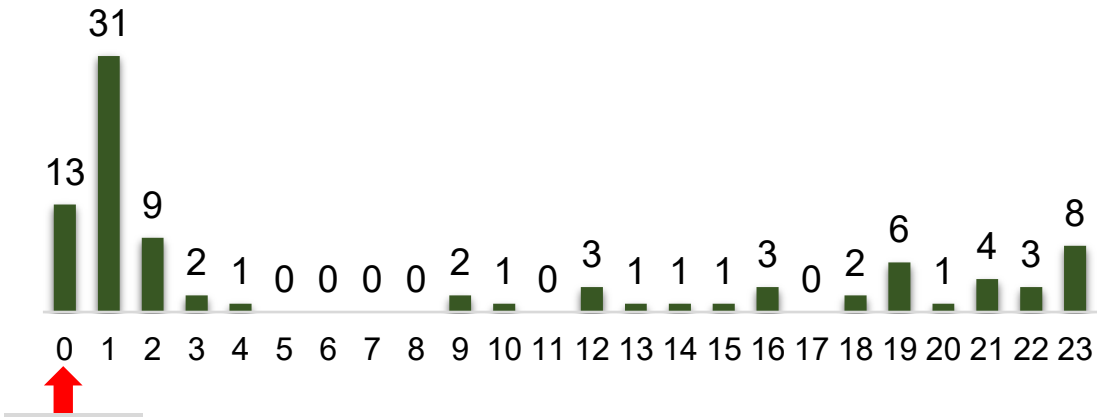
Data: 01/01/2020 – 02/29/2024

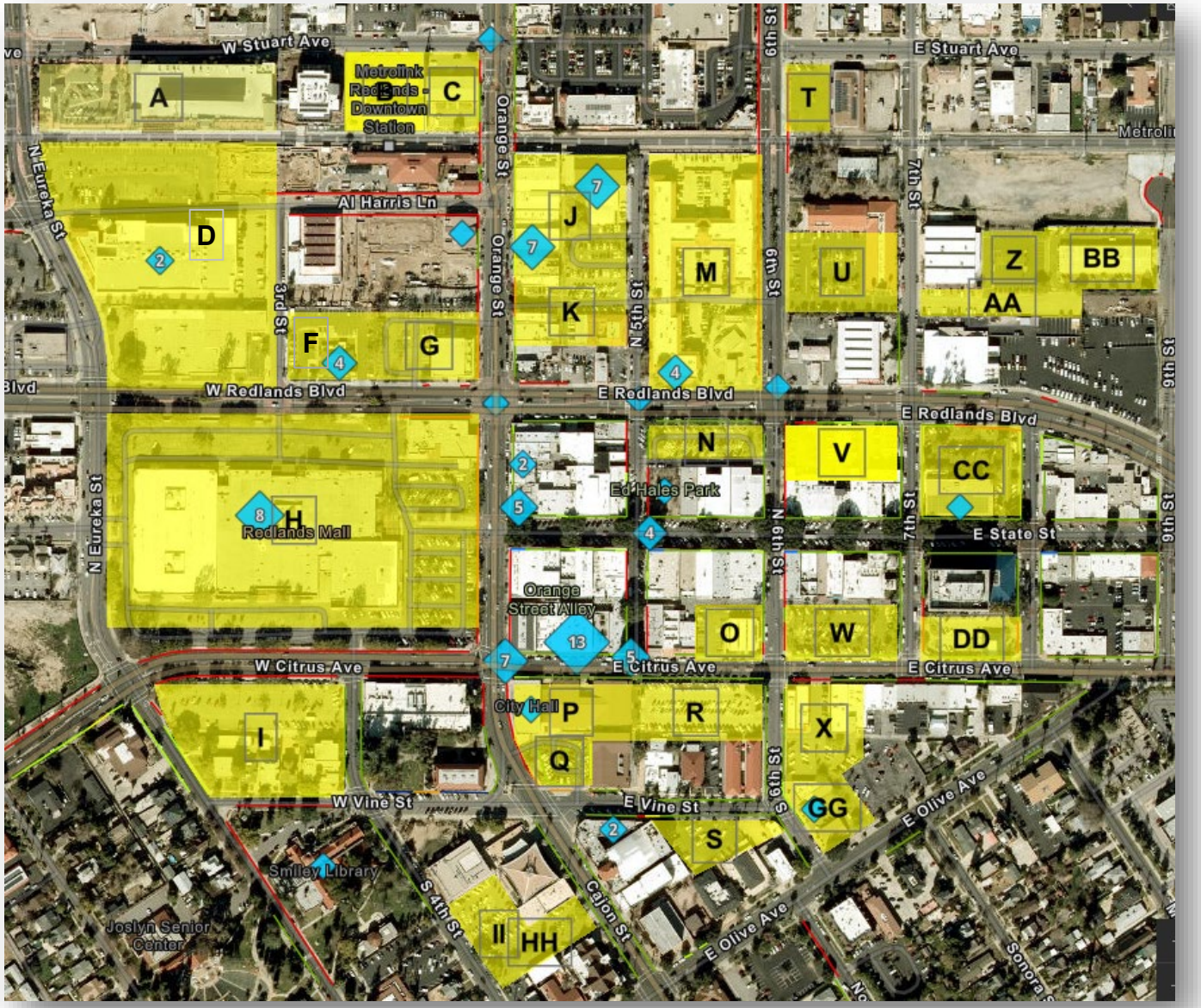
Calls For Service

92

Disposition	2020	2021	2022	2023	2024*	Total
Active	0	1	1	1	0	3
Adult Arrested	2	4	2	3	0	11
Exceptionally Cleared	2	0	0	0	0	2
Inactive	1	2	5	2	0	10
Not an Offense	**12**	**15**	**17**	**15**	**3**	**62**
Prosectution Denied	0	0	0	1	0	1
Unfounded	1	0	0	2	0	3
Total	18	22	25	24	3	92

Fights: Time of Day Comparison





Disclaimer: The following data only shows calls for service relating to crimes against persons and other safety concerns in the downtown Redlands area. This data does not depict the overall calls for service and workload by Redlands Police Department.

Robbery: Downtown Redlands Calls For Service

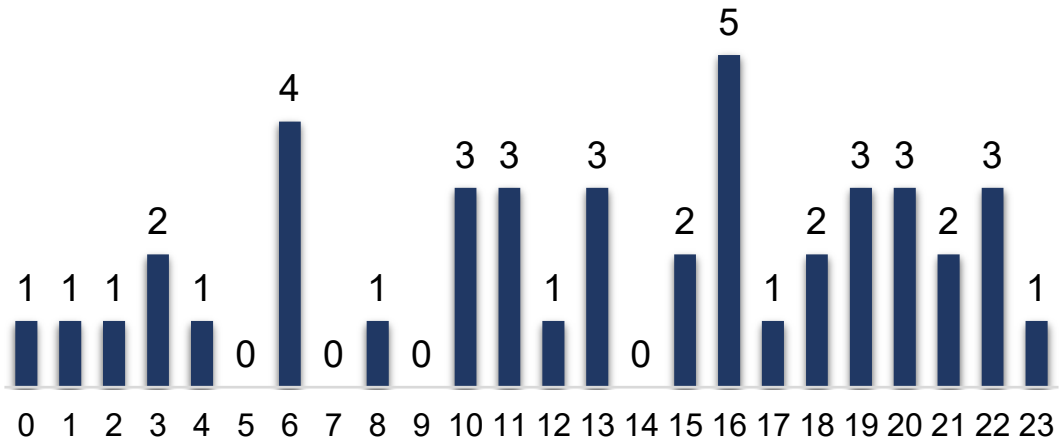
Data: 01/01/2020 – 02/29/2024

Calls For Service

43

Disposition	2020	2021	2022	2023	2024*	Total
Active	0	0	0	2	1	3
Adult Arrested	1	2	3	4	1	11
Inactive	4	2	6	8	0	20
Juvenile Arrested	0	2	0	0	0	2
Not an Offense	3	0	1	2	0	6
Prosecution Denied	0	0	0	1	0	1
Total	8	6	10	17	2	43

Robbery: Time of Day Comparison



**Not Included: Attempt Robbery (1) Year 2023, Not an Offense*



Disclaimer: The following data only shows calls for service relating to crimes against persons and other safety concerns in the downtown Redlands area. This data does not depict the overall calls for service and workload by Redlands Police Department.

Assaults: Downtown Redlands Calls For Service

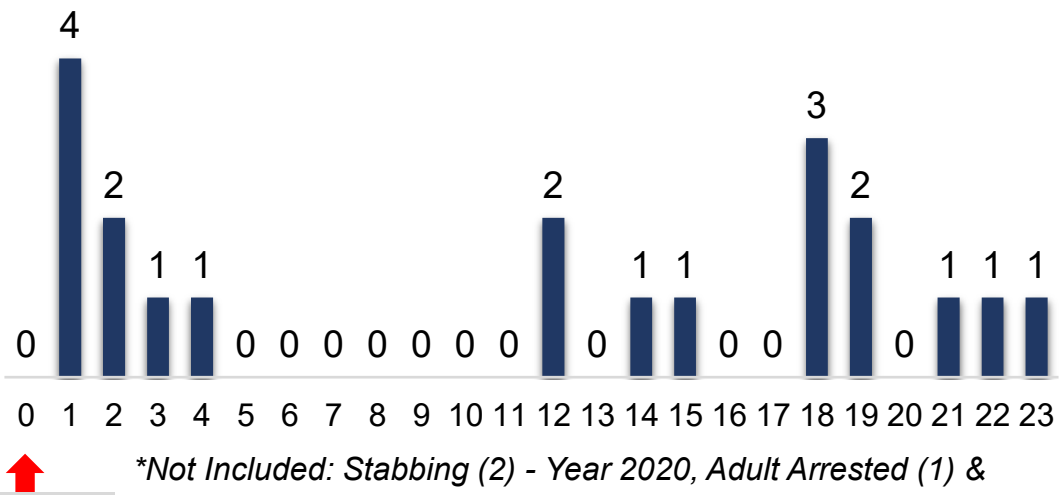
Data: 01/01/2020 – 02/29/2024

Calls For Service

20

Disposition	2020	2021	2022	2023	2024*	Total
Adult Arrested	0	2	0	1	0	3
Exceptionally Cleared	1	0	0	0	0	1
Inactive	0	0	3	5	0	8
Juvenile Arrested	0	0	1	0	0	1
Not an Offense	1	1	4	0	0	6
Unfounded	0	1	0	0	0	1
Total	2	4	8	6	0	20

Assaults: Time of Day Comparison



Not Included: Stabbing (2) - Year 2020, Adult Arrested (1) & Exceptionally Cleared (1)

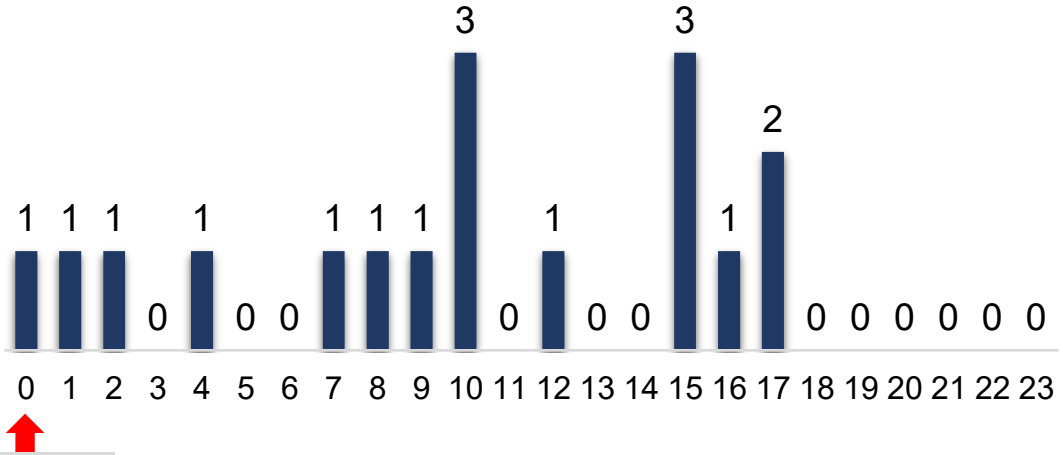


Disclaimer: The following data only shows calls for service relating to crimes against persons and other safety concerns in the downtown Redlands area. This data does not depict the overall calls for service and workload by Redlands Police Department.

Calls For Service 17

Sexual Battery, Stalking & Rape: Downtown Redlands Calls For Service
Data: 01/01/2020 – 02/29/2024

Disposition	2020	2021	2022	2023	2024*	Total
Active	0	0	0	1	0	1
Adult Arrested	1	0	0	0	0	1
Inactive	2	3	1	1	0	7
Not an Offense	1	0	3	2	0	6
Unfounded	1	0	0	0	0	1
Victim Refused to Cooperate	0	0	0	1	0	1
Total	5	3	4	5	0	17





Disclaimer: The following data only shows calls for service relating to crimes against persons and other safety concerns in the downtown Redlands area. This data does not depict the overall calls for service and workload by Redlands Police Department.

TRAFFIC & PARKING COMMISSION
EXPENDITURE TRACKING WORKSHEET

FY 2023-24

3/13/2024

ITEM	TPC MEETING	DESCRIPTION	STATUS	AVAILABLE BUDGET	UNBUDGETED REVENUE	EXPENDITURE/ COST ESTIMATE	REMAINING BUDGET	COMMENTS
				$ 105,000.00				FY 23/24 MUED BUDGET ALLOCATION FOR APPROVED TPC PROJECTS
1	5/25/2022	WABASH AVENUE MID-BLOCK CROSSWALK (SYLVAN BOULEVARD-MONTECITO LANE)	COMPLETE	$ 105,000.00		$ 22,625.50	$ 82,374.50	FY 23/24 EXPENDITURE FOR INSTALLATION COSTS ONLY $29,098.67 DEVELOPER OBLIGATION $47,871.14 EXPENDITURE IN FY 22/23 FOR EQUIPMENT COST

Work Order Status as of March 14, 2024

Traffic and Parking Commission Approved Items Work Order Status

Item	Traffic and Parking Commission Meeting	Description of Request	Recommended for City Council?	City Council Meeting	Approved by City Council?	Work Order Issued	Work Order Status
None							

Status of Work Orders Approved by Staff

Item	Description of Request	Work Order Issued	Work Status
1	Install two (2) curve ahead warning signs on Sunset Drive between Kincaid Street and Ridge Street	3/14/2024	Pending

CITY OF REDLANDS
TRAFFIC AND PARKING COMMISSION
REGULAR MEETING AGENDA

ERIC SHAMP, CHAIR

CASSIE MACDUFF, VICE CHAIR — ANDREW HODER, COMMISSIONER
KEVIN MORNINGSTAR, COMMISSIONER — CARL DAVIS, COMMISSIONER
BILL WADDELL, COMMISSIONER — BENJAMIN DANIEL PEREZ, COMMMISSIONER

Thursday, May 23, 2024, at 6:00 P.M.
City Council Chamber, Civic Center
35 Cajon Street, Suite 2, Redlands, CA

This will be an open public meeting. The following information comprises the agenda for a meeting of the Traffic and Parking Commission of the City of Redlands.

1. **ATTENDANCE & CALL TO ORDER**

2. **APPROVAL OF MINUTES**

   A. Minutes of the regular meeting of March 28, 2024

3. **PUBLIC COMMENT**

   The public is invited to speak on items not listed on this agenda, but within the jurisdiction of the Commission. However, no general discussion of such items, or action on such items, may be taken. Comments are limited to three minutes.

4. **OLD BUSINESS**

   A. Request to establish on-street parking restrictions on Al Harris Lane and 3rd Street between Redlands Boulevard and Orange Street

   B. Review and clarify Traffic and Parking Commission responsibilities and consider ordinance updates

5. **COMMUNICATIONS**

   A. Crosswalk/Intersection Improvement Requests

      a. Ford Street and Redlands Boulevard

      b. Cajon Street and Highland Avenue

      c. Citrus Avenue and 9th Street

   B. 2024 Speed Survey Request for Proposal (RFP)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam K. Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 x2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. NOTE: Any writings or documents distributed to a majority of the Traffic and Parking Commission regarding an open session agenda item less than 72 hours before this meeting are available at https://www.cityofredlands.org/traffic-and-parking-commission or the Municipal Utilities & Engineering Department at 35 Cajon Street, Suite 15A for public inspection or by calling 909-789-7584 x 7. (28 CFR 35.102-35.104 ADA Title II)

C. Safety report on intersection collisions

D. Pavement Management Program (PMP) update

E. Status of Traffic and Parking Commission budget

F. Status of work orders

6. COMMISSIONER ANNOUNCEMENTS, REPORTS ON ACTIVITIES, AND/OR REQUEST FOR FUTURE AGENDA ITEMS

7. ADJOURNMENT – Next Meeting is July 25, 2024 at 6:00 PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam K. Dobey of Municipal Utilities/Engineering Department at (909) 798-7584 x2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. NOTE: Any writings or documents distributed to a majority of the Traffic and Parking Commission regarding an open session agenda item less than 72 hours before this meeting are available at https://www.cityofredlands.org/traffic-and-parking-commission for public inspection or at the Municipal Utilities & Engineering Department, 35 Cajon Street, Suite 15A by calling 909-789-7584 x 7.
(28 CFR 35.102-35.104 ADA Title II)

CITY OF REDLANDS
TRAFFIC AND PARKING COMMISSION
REGULAR MEETING
Thursday, March 28, 2024 at 6:00 P.M.

MINUTES

1. ATTENDANCE & CALL TO ORDER

The regular meeting of the Traffic and Parking Commission was called to order at 6:01 pm by Chairperson Eric Shamp.

Roll Call:

Present

Commissioners:	Staff:
Eric Shamp	Ryan Steinhaus, PD
Cassie MacDuff	Brian Desatnik, DSD
Kevin Morningstar	John Harris, MUED
Carl Davis	Goutam Dobey, MUED
Andrew Hoder	Charles Duggan, City Manager

Absent

Commissioners:
Bill Waddell (excused)
Benjamin D. Perez (excused)

2. APPROVAL OF MINUTES

A motion was made by Commissioner Hoder and seconded by Commissioner Morningstar to approve the minutes of the regular meeting held on January 25, 2024. By roll call vote of 5-0, the motion carried.

3. PUBLIC COMMENT

Mark Walker, resident, raised concerns about the intersection of Ford Street and Redlands Boulevard. He pointed out the absence of crosswalks, mentioned that the timing on eastbound Redlands Boulevard prioritizes the left-turning lane onto northbound Ford Street, causing issues, and noted minimal enforcement in the intersection. He suggested extending the phase for southbound Ford Street.

The commission requested a designated time on the agenda for making comments and proposing future agenda items.

4. OLD BUSINESS

4A. *Request to establish on-street parking restrictions on Al Harris Lane and 3rd Street between Redlands Boulevard and Orange Street*

DRAFT

Mr. Dobey stated that Arteco Partners, the owner of Redlands Public Market, seeks parking solutions for 330 N 3rd Street. The proposal, initially presented to the Traffic and Parking Commission on January 25, 2024, was revised after discussions with local businesses. Changes include converting parking in the Santa Fe district to 90-minute zones and establishing 10-minute parking in front of the market.

Glenn Fearon of Property One, LLC, was pleased to engage in discussions with the Redlands Public Market developer and the City regarding the parking restrictions. An additional comment suggested making Al Harris Lane one-way traffic.

Vice Chair MacDuff inquired about Property One's plans to prevent patrons of the Redlands Public Market from using their parking spaces. Mr. Fearon expressed concern about this issue and emphasized his dissatisfaction with the plan being accepted without a parking strategy.

The commission called upon Jerry Tessier, owner of the Redlands Public Market, to address their questions. Queries included whether the movie theater owners were contacted, how staff will indicate short-term parking, and why 90-minute parking was chosen over 2-hour parking. Mr. Tessier explained that efforts were made to contact the theater management but were unsuccessful. He clarified that the 90-minute parking zone was agreed upon by neighboring businesses. Mr. Harris clarified that the curb for short-term parking in front of the Public Market will be painted green, and signage can be added. Regarding public awareness of parking locations, Mr. Tessier mentioned the use of signage, QR codes, and social media. Questions were raised about the narrow curve transition between 3rd Street and Al Harris Lane and its suitability for fire vehicles, to which Mr. Tessier stated that the design engineer deemed it appropriate.

Business owner Bryan Bruce supported the suggestion of converting the area into a one-way street, citing safety concerns at the Orange Street and Al Harris Lane intersection.

Vice Chair MacDuff proposed adding more 90-minute parking by reducing 10-minute parking to two (2) or three (3) spaces and studying the possibility of making Al Harris Lane one-way westbound. Commissioner Morningstar expressed concern about imposing public parking restrictions for the benefit of one (1) business and recommended that the Public Market owner reach out to the theater owners to explore using their parking spaces. He also supported studying the one-way street proposal and suggested deferring the agenda item. Commissioner Hoder suggested installing a traffic signal on Al Harris Lane and Orange Street to facilitate left turns onto Orange Street and inquired about the potential traffic impact of future developments on the north side of Al Harris Lane and their parking needs. Chair Shamp noted that State Street has precedence for requesting parking restrictions, proposed studying the one-way street suggestion, asked staff to determine if State Street has a similar ratio of 10-minute parking zones per restaurant for comparison, and requested directional signage to the public parking lot.

The commission decided to table the item for further discussion to the next meeting.

4B. ***Request to clarify and distinguish the scope of the Traffic and Parking Commission with regard to the responsibilities and duties of the Planning Commission***

Chair Shamp proposed discussing agenda items 4B, 4C, and 4D together since they are related and suggested combining them into one (1) agenda item in the future. He briefly introduced the agenda items.

Mr. Harris explained that, after consulting with the City Attorney, some suggested items fall outside the purview of the Traffic and Parking Commission, such as addressing parking issues on private property, which falls under the Planning Commission's jurisdiction. However, the City Attorney had no issue with the commission being involved in multifamily projects that impact public right-of-way or non-vehicular traffic issues. Mr. Harris mentioned that altering the definition of certain terms related to vehicles or traffic is challenging due to the complexity of various codes and laws.

The commission requested staff to draft language to amend the municipal code and address non-motorized traffic and multifamily projects within their jurisdiction.

The commission also inquired about how they would be informed about issues within their purview presented to the Planning Commission. Mr. Harris stated he will provide some ideas at the next meeting. The commission sought clarification on the difference between a resolution and an ordinance. Mr. Duggan clarified that a resolution signifies a certain course of action, while an ordinance carries the weight of law. Commissioners do not have the authority to pass ordinances or resolutions. They can only make recommendations to the City Council.

Vice Chair MacDuff commended Chairperson Shamp for his editorials, viewing them as educational for the City. She asked about the process for commissioners to write editorials. Mr. Harris suggested presenting the idea to the commissioner first, and he could determine if it needs approval from the City Attorney. Chairperson Shamp suggested making it clear in the editorial that the comment represents the individual and not the commission or the City.

This item was tabled for further discussion to the next meeting.

4C. ***Request to clarify the scope of the Traffic and Parking Commission with regard to non-motorized traffic***

This item was tabled for further discussion at the next meeting.

4D. ***Request to update ordinances regarding bicycle licenses***

This item was tabled for further discussion to the next meeting.

5. COMMUNICATIONS

5A. ***Safety report on downtown parking***

Mr. Dobey indicated that the request originated from our Downtown Parking Study discussions, where the commission examined parking conditions and future possibilities for parking in Redlands. As part of the study, a survey was conducted, revealing safety concerns in certain parking areas. In response, the commission deemed it important to further investigate and obtain a safety report specifically for the studied area.

Sgt. Steinhaus presented the safety report, focusing on crimes against persons and other calls for service that may pose safety concerns within or near downtown Redlands parking locations. The analysis included police data from January 01, 2020, to February 29, 2024. Sgt. Steinhaus proceeded to provide an overview of the safety report.

Questions were raised regarding whether the report could detail what happens after an officer resolves a call for service, including the disposition of the call.

5B. ***Status of Traffic and Parking Commission budget***

Mr. Dobey provided an overview of TPC budget expenditures, noting that $82,000 remains unutilized. Mr. Harris clarified that unused TPC funds do not carry over to the next fiscal year.

The commission requested to include on a future agenda the installation of crosswalks on Highland Avenue and Cajon Street, as well as allowing sidewalks along Prospect Park.

Vice Chair MacDuff proposed potential uses for the unspent budget, such as directional signs for downtown parking and extending the left turn lane pocket on southbound California Street at Redlands Boulevard.

5C. ***Status of work orders***

Mr. Dobey presented a slide and provided a brief overview of the status of work orders that were previously recommended by the Commission and approved by City Council, and the status of work orders which do not require Commission recommendation and have been approved and completed by city staff in accordance with the Redlands Municipal Code.

5D. ***Roundabouts presentation***

Mr. Dobey gave a presentation on roundabouts beginning with an introduction to what roundabouts are and why they are effective traffic management tools. It covered various types of roundabouts and outlined their pros, such as safety benefits like reduced conflict points and crash reduction, as well as reduced delay for drivers.

The presentation then delved into specific examples of conceptual designs for roundabouts, including Ford St/5th Ave, Colton/Dearborn Ave, and a mini-roundabout at Highland/Cedar/Crown. Additionally, it highlighted roundabouts in neighboring cities, such as Yucaipa Blvd & 2nd St and Yucaipa Blvd & California St in the City of Yucaipa, and Flint Ave & 6th St in the City of Long Beach.

The discussion focused on traffic impacts during construction, roundabout costs, and truck maneuverability. Mr. Harris clarified that roundabouts can be constructed in phases to maintain traffic flow. He noted that while roundabout costs are higher than signals, their maintenance costs are lower. Additionally, roundabouts are designed with truck aprons to facilitate truck turns. Vice Chair MacDuff voiced support for roundabouts but cautioned about potential rush hour backups on high-volume roads. Chairperson Shamp echoed support for roundabouts as another viable solution worth exploring.

6. ADJOURNMENT – Next regular meeting will be held on May 23, 2024.

Before adjournment, Chairperson Shamp asked if there were any comments or requests for future agenda items by the commission.

Commissioner Davis expressed his discontent for the lack of traffic enforcement and requested that the police gather data on the effectiveness of controlled intersections. He asked for citations for all controlled intersections in the 2022 and 2023 calendar years.

Vice Chair MacDuff asked when City Council was presented with the idea of Citrus Avenue as a one-way street. Mr. Harris clarified that City Council was presented with the idea of a one-way street on Citrus Avenue as part of TPC's recommendations of the Downtown Parking Study.

Commissioner Morningstar stated that the commission should look at signal timing, inquired about the current pavement management plan, and commented on the low visibility of striping on some city streets.

The meeting was adjourned by Chairperson Shamp at 8:37 p.m.

DRAFT

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department

JOHN R. HARRIS
Director

MEMORANDUM

TO: Eric Shamp, Traffic and Parking Commission Chair

FROM: Johana Silva, Associate Engineer

DATE: May 15, 2024

SUBJECT: Parking Restrictions on Al Harris Lane and 3rd Street Staff Memo

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Overview:

Arteco Partners owns the Redlands Public Market, a future development at 330 N 3rd Street with approximately twenty (20) small restaurants in a historic building lacking on-site parking. The market will rely on public parking options amid the Santa Fe Historic District. The proposal aims to discourage long-term parking in prime on-street spaces, encouraging extended stays to use off-street lots and the Stuart Avenue parking garage.

Proposal Details:

The proposal was presented to the Traffic and Parking Commission on January 25, 2024, leading to further discussions with local business owners. These discussions resulted in revised recommendations, now proposing:

- Ninety-Minute Parking Zones: Implementation of 90-minute parking zones on Al Harris Lane and 3rd Street, effective from 10:00 AM to 10:00 PM.

- Ten-Minute Parking Zone: Establishment of a 10-minute parking zone on 3rd Street in front of Redlands Public Market for quick takeout pickups and delivery driver use.

Further Research and Recommendations:

During the March 28th TPC meeting, the commission directed staff to investigate the following:

1. Conversion of Al Harris Lane to One-Way Westbound: To convert Al Harris Lane to one-way westbound, northbound traffic on 3rd Street will need to be redirected. This can be avoided by

converting both 3rd Street and Al Harris Lane to one-way streets. This configuration could add approximately thirty-one (31) angled parking spaces, similar to the amount initially proposed with parallel parking. However, the one-way configuration could lead to vehicle spillback onto Orange Street during peak times due to having only one entry point and lane, which would decrease the maximum traffic flow in the area.

2. State Street Parking Ratio: Attachment B depicts the parking stalls on State Street between Cajon Street and Redlands Boulevard, which include a combination of ADA stalls, 30-minute, and 2-hour parking zones. The diagram considers only the parking stalls and eateries fronting State Street. The ratio of eateries to 30-minute parking is 13:5, while the ratio of eateries to 2-hour parking is 13:140.

3. Parking Signs to Stuart Street Parking: Signs guiding motorists to the Stuart Street Parking Lot can be placed from the 3rd Street/Al Harris Lane exit points to the parking lot. It is recommended that these signs show a right turn arrow from exit points to reduce left turns and congestion in the area.

4. Traffic Signal at Orange Street and Al Harris Lane: Staff recommends against installing a traffic signal at the proposed traffic signal. It is located approximately 400 feet from two traffic signals and 100 feet from railroad tracks. The proximately to the railroad track presents safety concerns including potential signal confusion and queue spillback onto the tracks, increasing collision risks. Additionally, traffic flow could be disrupted, leading to congestion and delays, especially during peak hours or frequent train passages.

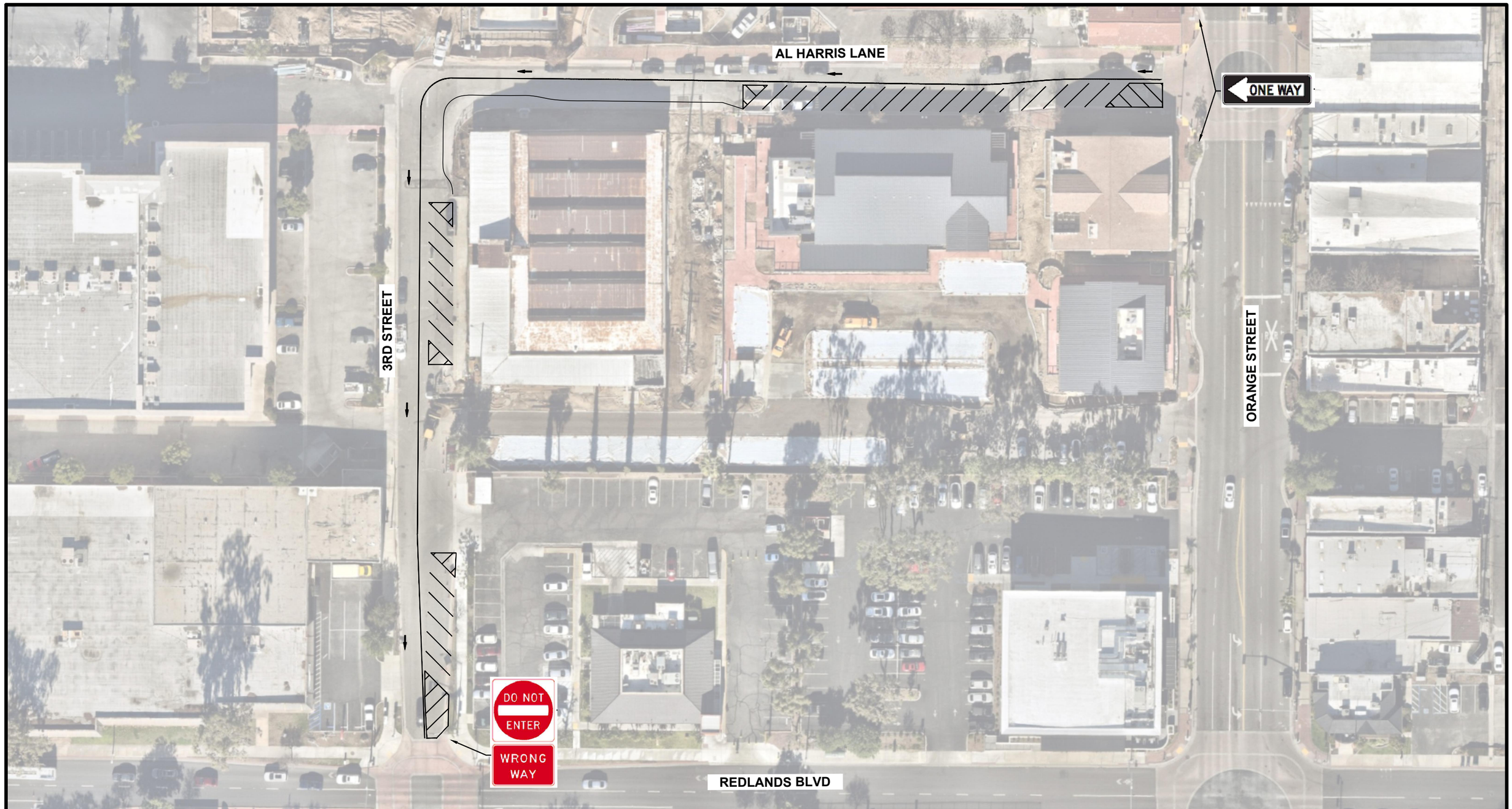
Please review these recommendations and provide further direction on how to proceed.

Thank you,

Johana Silva
Associate Engineer
jsilva@cityofredlands.org
(909) 798-7584 x7

Attachments:

A – One-Way Street Exhibit
B – State Street Parking Ratio
C – Parking Signs Exhibit
D – Proposed Parking Restrictions Map



CITY OF REDLANDS
Municipal Utilities and Engineering Department

AL HARRIS LANE & 3RD STREET
ONE-WAY STREET WITH ANGLED PARKING

EXHIBIT
NTS

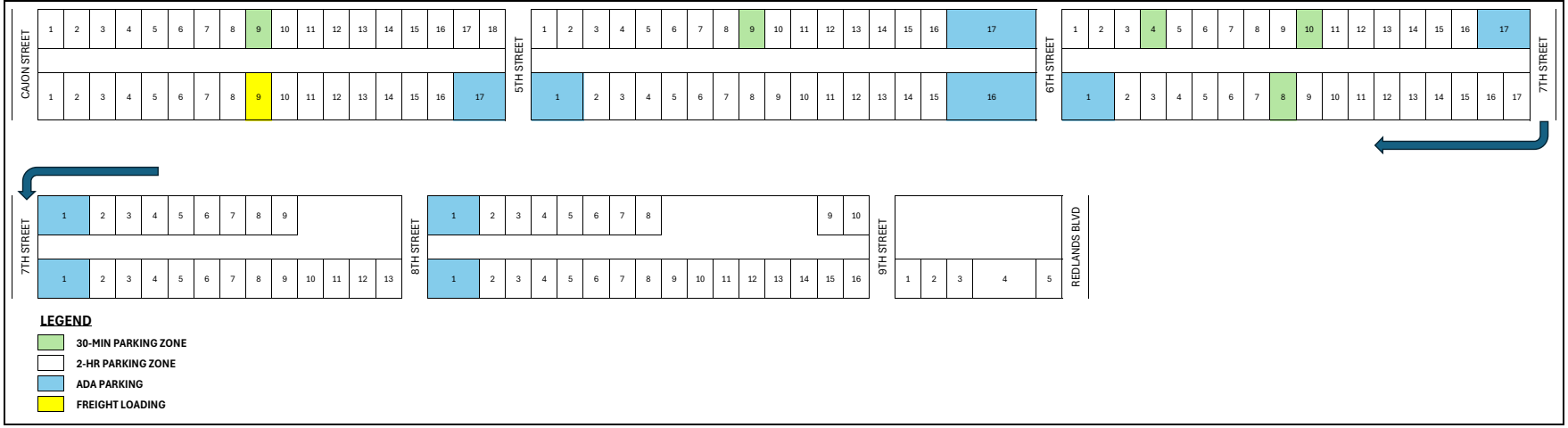
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Redlands Regular meeting of 07-16-24

STATE STREET PARKING
PARKING RATIO PER EATERY

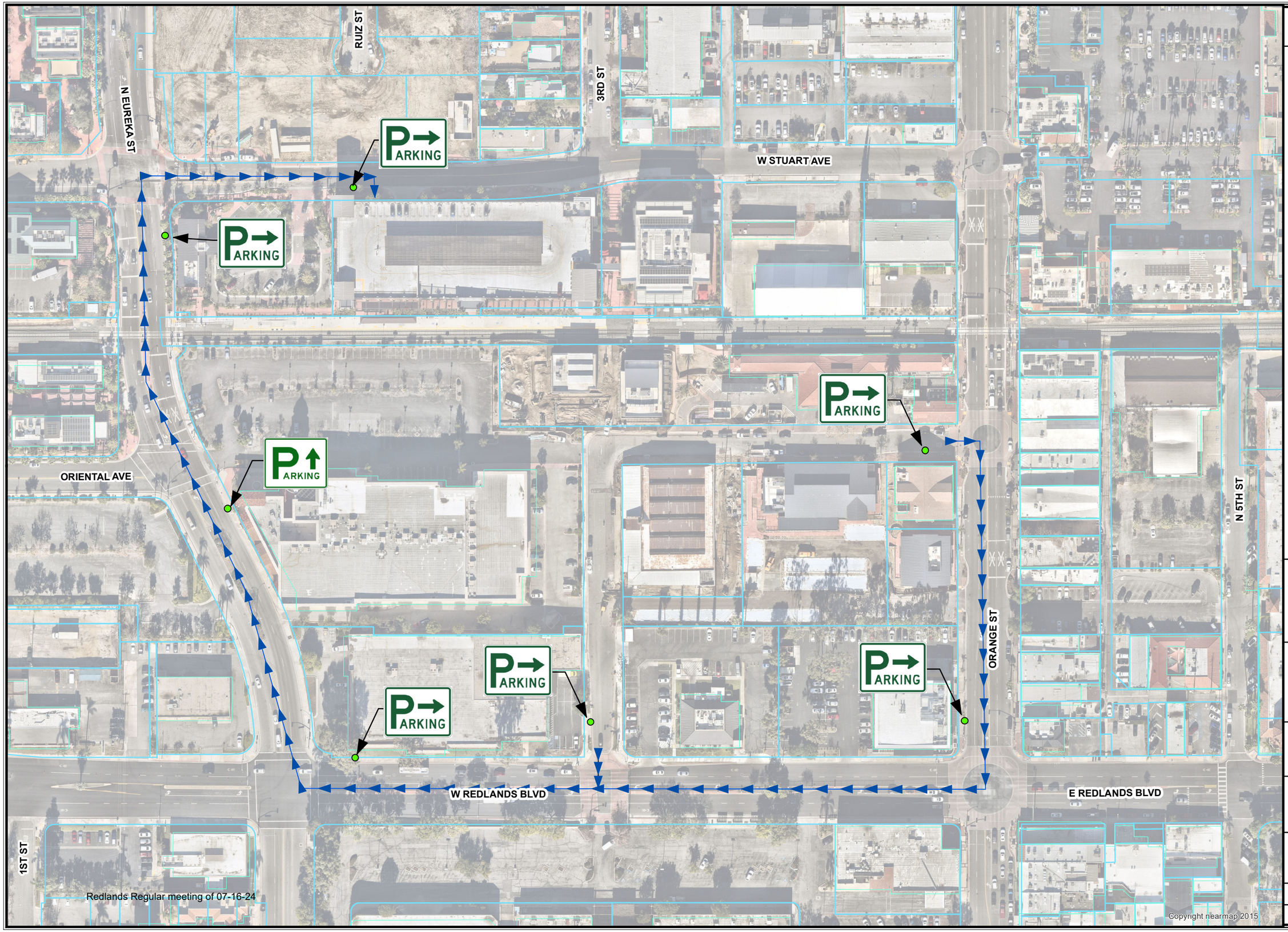
PARKING DESIGNATION DIAGRAM OF STATE STREET BETWEEN CAJON STREET AND REDLANDS BOULEVARD



Designation	No. of Parking Spaces	Ratio (Eatery:Parking Spaces)
2-Hour Zone	140	13:140
30-min Zone	5	13:5
ADA	10	13:10
Freight Loading	1	13:1
Total Spaces	156	

Restaurants/Eateries Fronting State Street
13

Total Businesses Fronting State Street
71



LOCATION MAP

PUBLIC PARKING SIGN OPTIONS





This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

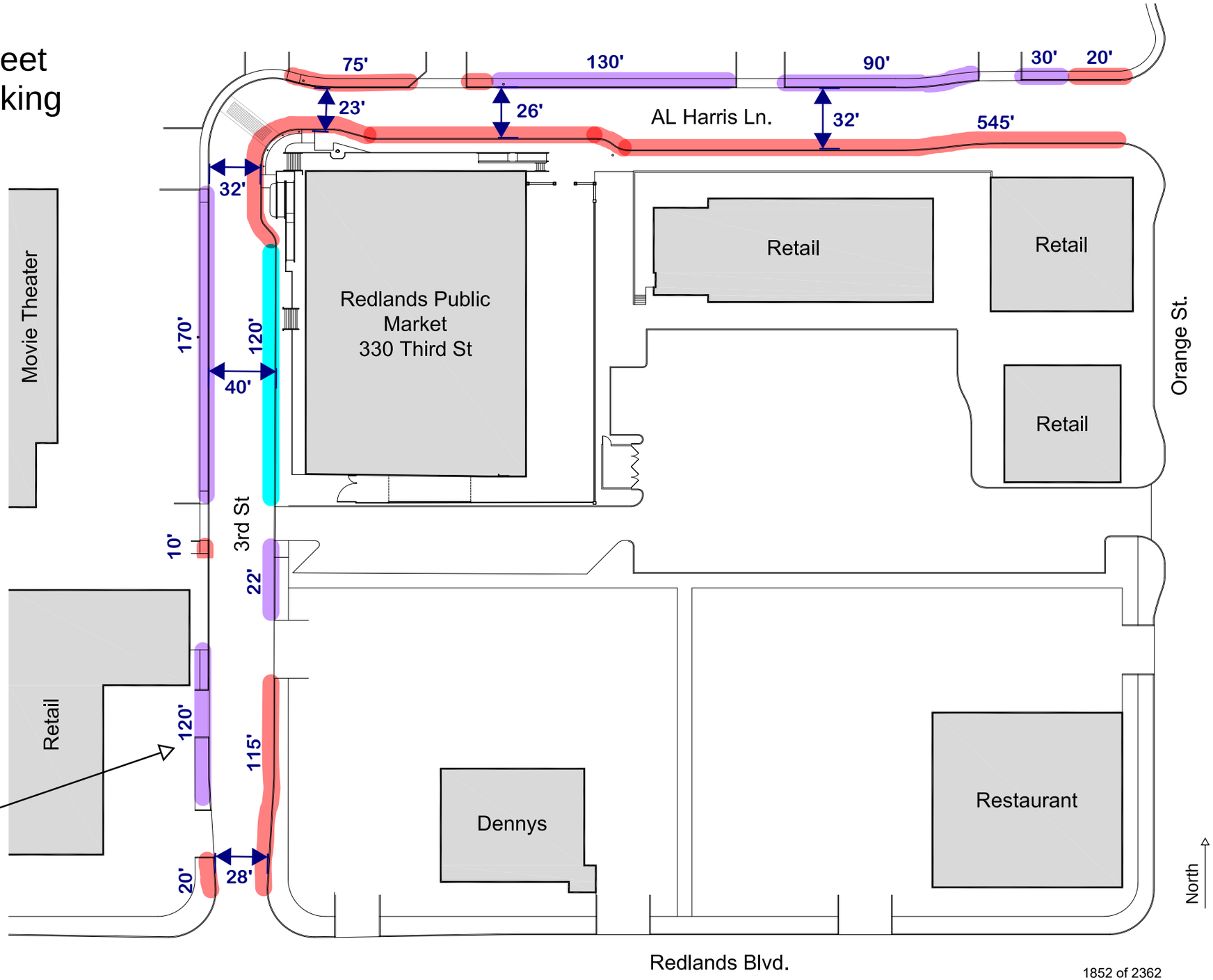
May 9, 2024

OneStop.mxd

Copyright nearmap 2015

Al Harris Ln & Third Street Proposed on street Parking Designation Map 2/14/2024

Legend
Red = No Parking
Blue = 10 Min Parking
Purple = 90 Min Parking
(10am to 10pm)



Note: Future adjustments to driveways and restricted parking zones may be required when the new apartment building is constructed.



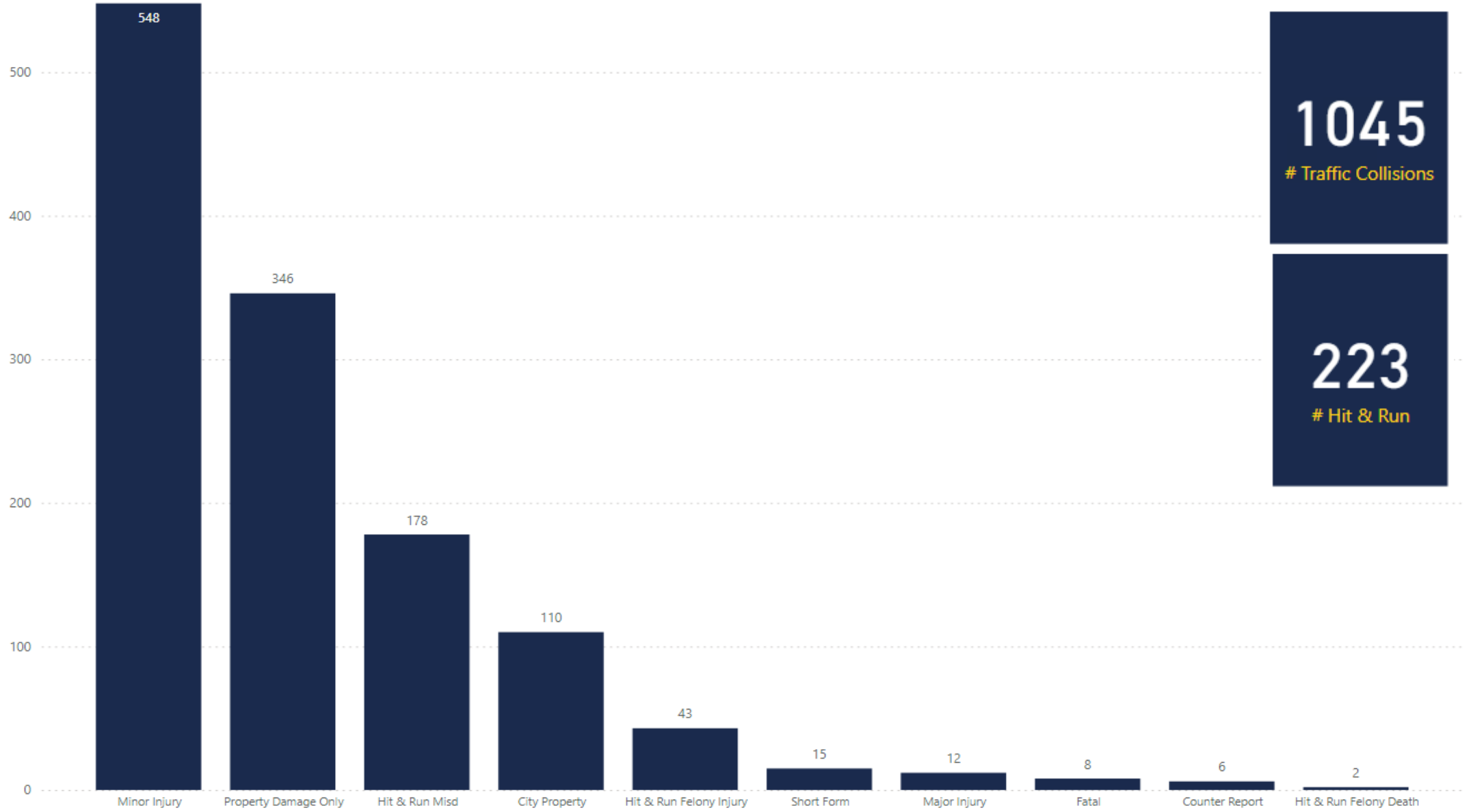




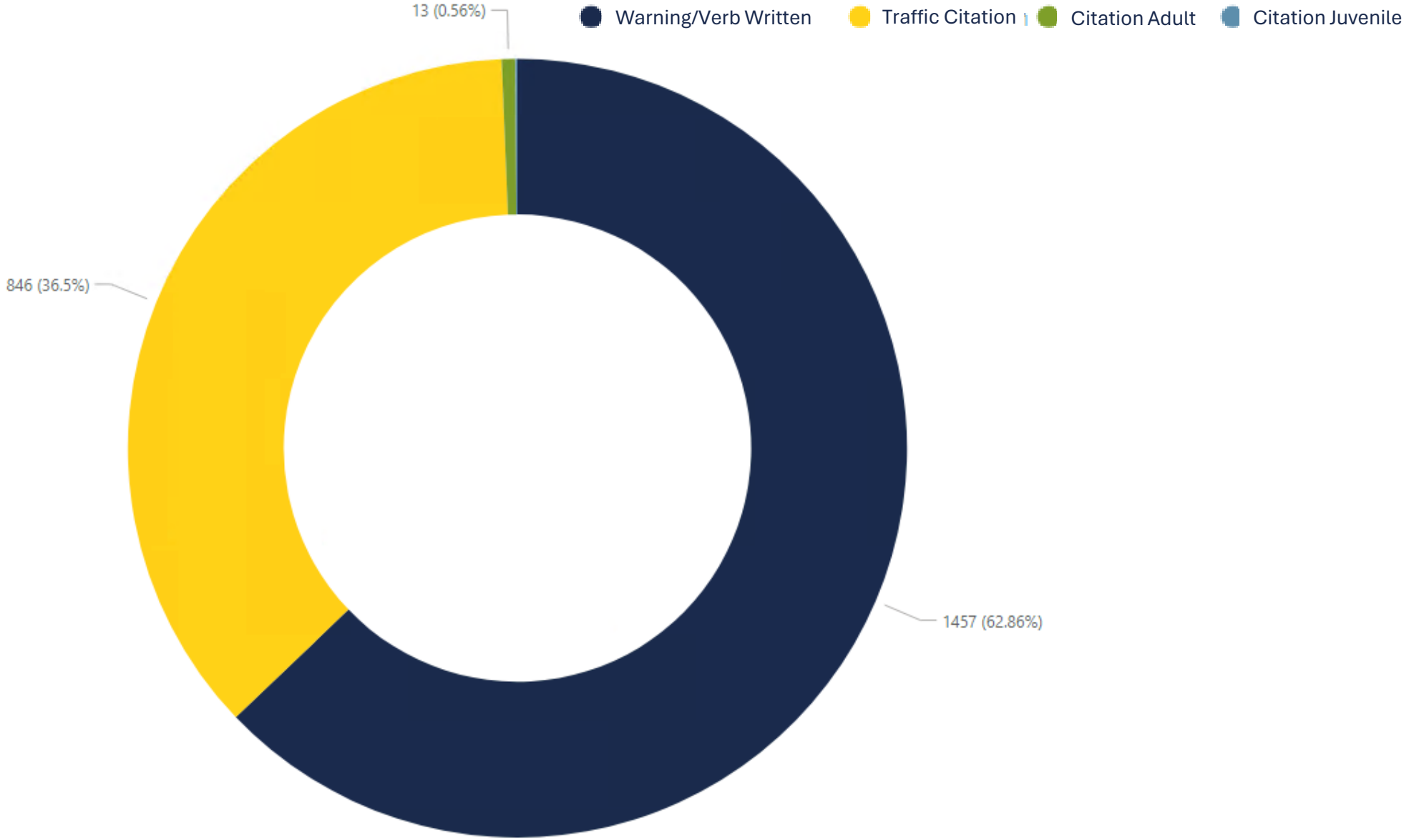
City of Redlands Police Department

Traffic Collisions Report January 2022 – December 2023

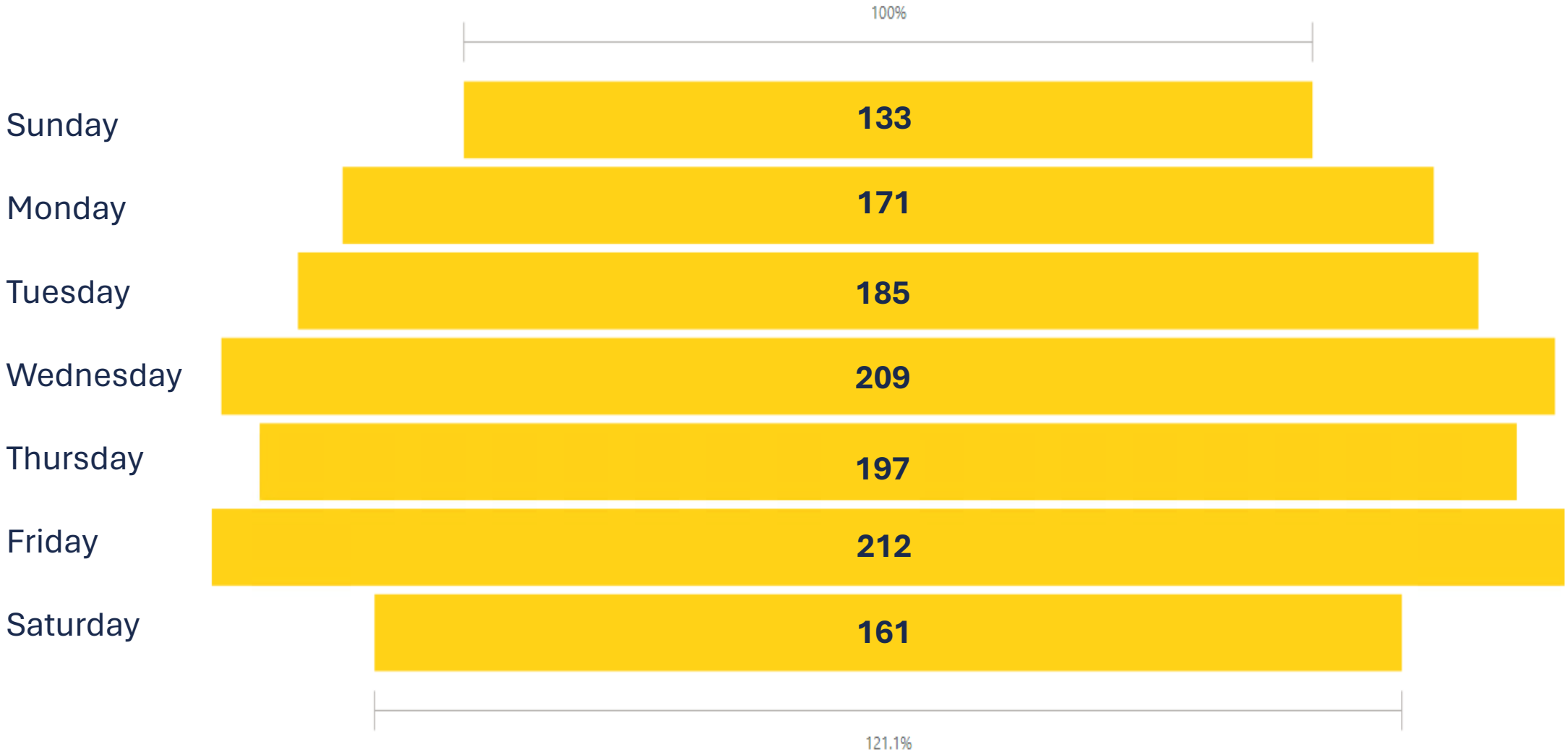
Traffic Collisions January 2022 – December 2023



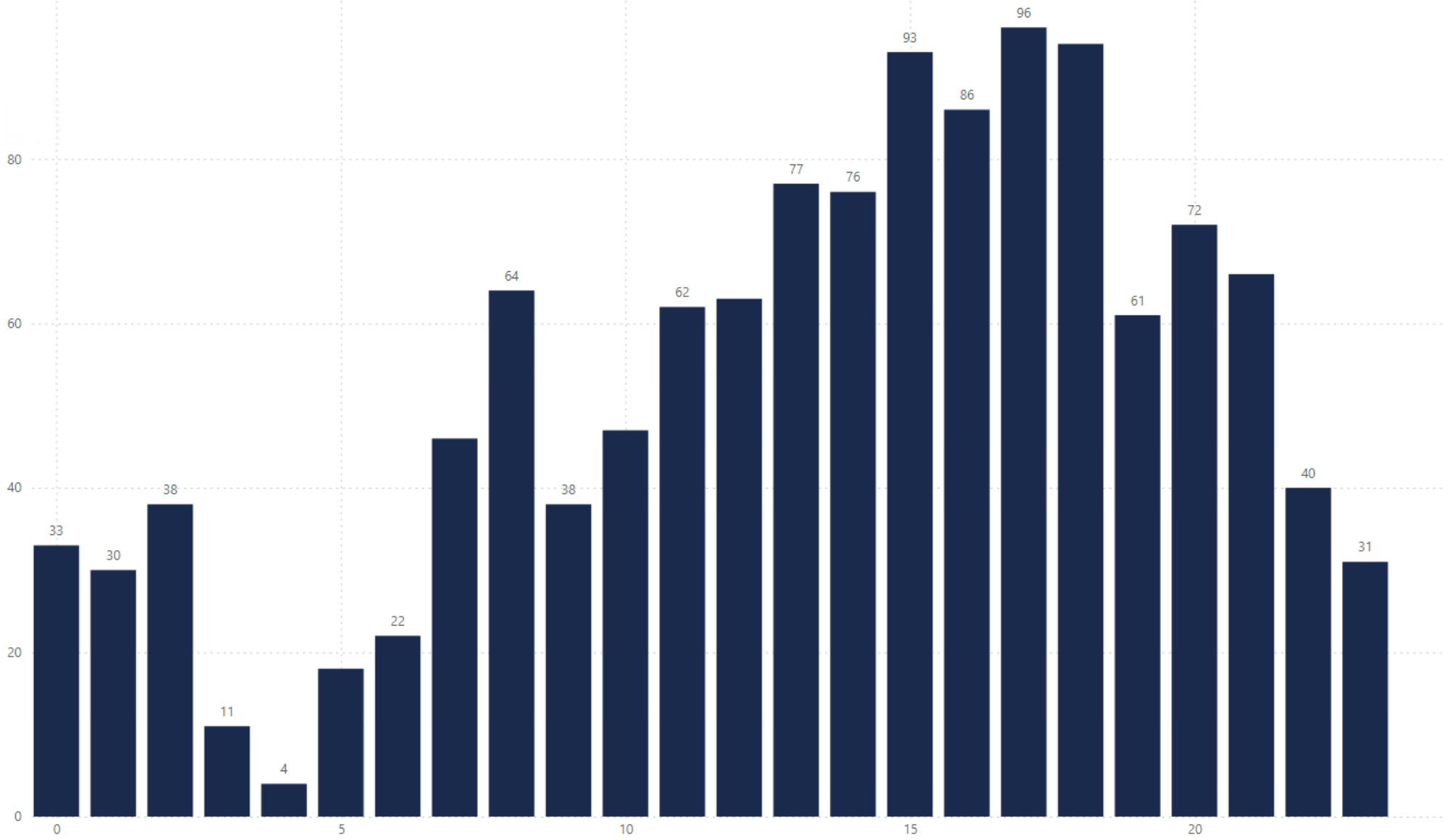
Citations January 2022 – December 2023



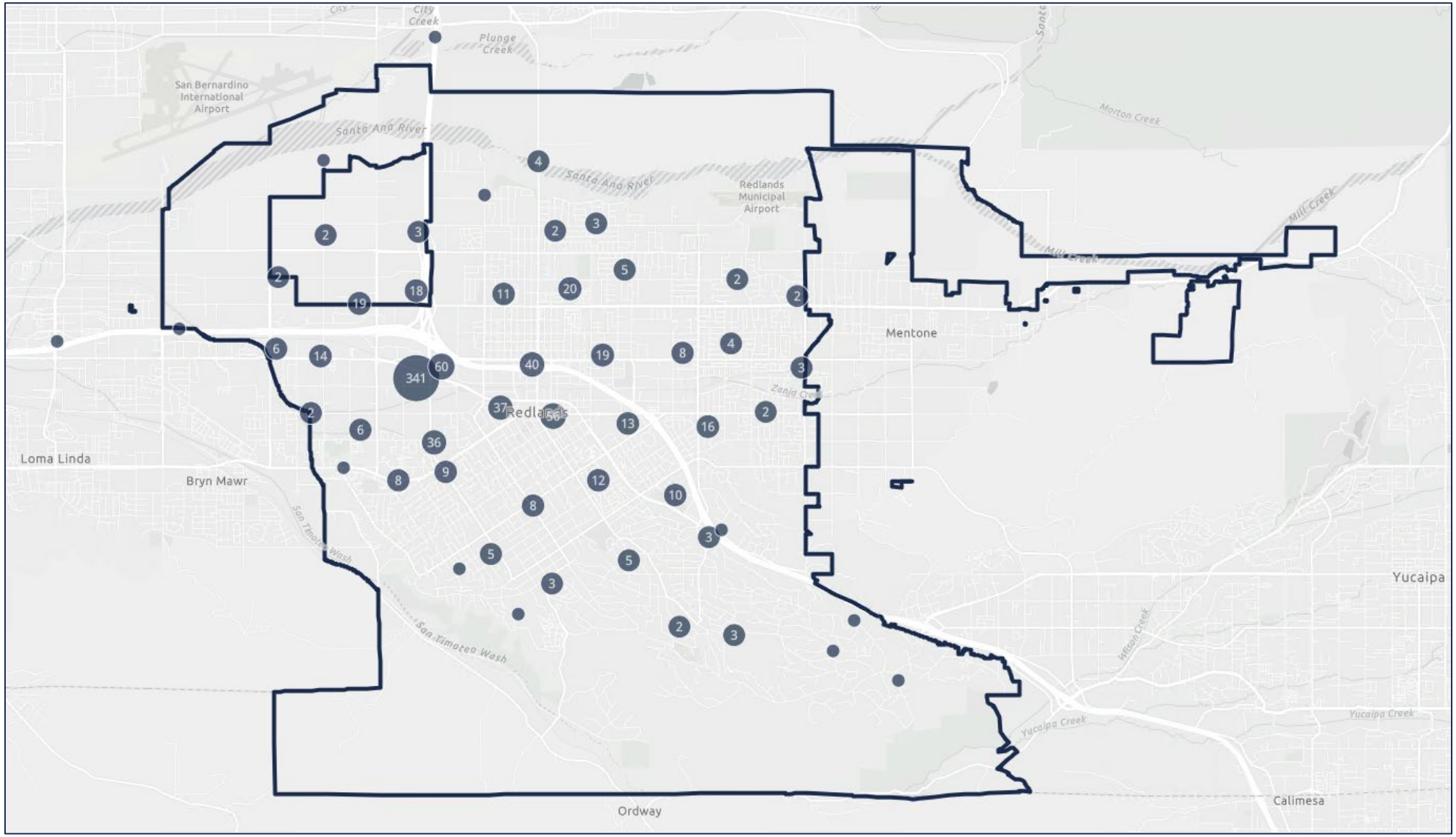
Traffic Collisions by Weekday January 2022 – December 2023



Traffic Collisions by Time-of-Day January 2022 – December 2023



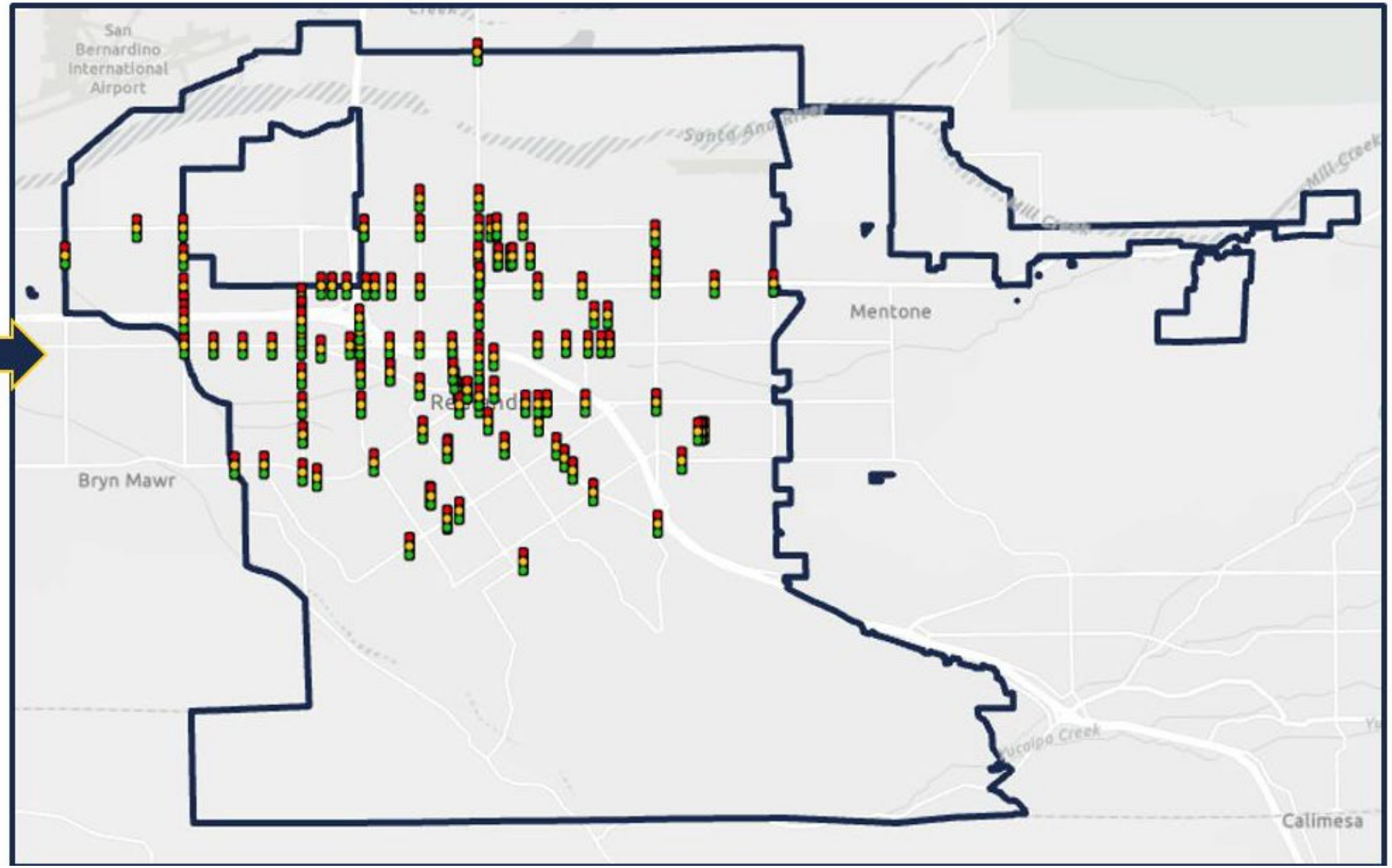
Collision by Intersections Map January 2022 – December 2023



Intersections with Traffic Lights and Stop Signs

137
Intersections with Traffic Lights

504
Intersections with Stop Signs



TRAFFIC & PARKING COMMISSION
EXPENDITURE TRACKING WORKSHEET

FY 2023-24

5/14/2024

ITEM	TPC MEETING	DESCRIPTION	STATUS	AVAILABLE BUDGET	UNBUDGETED REVENUE	EXPENDITURE/ COST ESTIMATE	REMAINING BUDGET	COMMENTS
				$ 105,000.00				FY 23/24 MUED BUDGET ALLOCATION FOR APPROVED TPC PROJECTS
1	5/25/2022	WABASH AVENUE MID-BLOCK CROSSWALK (SYLVAN BOULEVARD-MONTECITO LANE)	COMPLETE	$ 105,000.00		$ 22,625.50	$ 82,374.50	FY 23/24 EXPENDITURE FOR INSTALLATION COSTS ONLY $29,098.67 DEVELOPER OBLIGATION $47,871.14 EXPENDITURE IN FY 22/23 FOR EQUIPMENT COST
2	3/7/2024	PURCHASE ORDER FOR TWO AMBER FLASHING BEACON FOR CURVE AHEAD SIGN ON SAN TIMOTEO CANYON ROAD EAST OF NEVADA STREET	COMPLETE	$ 82,374.50		$ 3,267.62	$ 79,106.88	EXPENDITURE FOR EQUIPMENT ONLY INSTALLATION PERFORMED IN-HOUSE

Work Order Status as of May 14, 2024

Traffic and Parking Commission Approved Items Work Order Status

Item	Traffic and Parking Commission Meeting	Description of Request	Recommended for City Council?	City Council Meeting	Approved by City Council?	Work Order Issued	Work Order Status
None							

Status of Work Orders Approved by Staff

Item	Description of Request	Work Order Issued	Work Status
1	Install two (2) curve ahead warning signs on Sunset Drive between Kincaid Street and Ridge Street	3/14/2024	Completed

RESOLUTION NO. 7840

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1100, FOR TWO (2) TYPE 21 (OFF-SALE GENERAL) ALCOHOL LICENSES, AND UP TO SEVEN (7) TYPE 41 (ON-SALE BEER & WINE - EATING PLACE) OR TYPE 47 (ON-SALE GENERAL - EATING PLACE) ALCOHOL LICENSES, IN CONJUNCTION WITH OPERATION OF THE REDLANDS FOOD HALL. THE SUBJECT PROPERTY IS THE HISTORIC MUTUAL ORANGE COMPANY PACKING PLANT LOCATED AT 330 NORTH THIRD STREET.

WHEREAS, Redlands Food Hall, LLC, has submitted applications for Conditional Use Permit No. 1100, Commission Review and Approval No. 895, Historic Resource Designation No. 132, and Certificate of Appropriateness No. 559 (collectively referred to herein as "Project Entitlements") to rehabilitate and adaptively reuse the historic Mutual Orange Company Packing Plant located at 330 North Third Street (APNs: 0169-028-47-0000, 0169-028-48-0000, 0169-028-49-0000, 0169-028-50-0000); and

WHEREAS, on March 5, 2018, the Environmental Review Committee held a public hearing and recommended exemption from environmental review and approval of the Socio-Economic Cost/Benefit Study; and

WHEREAS, on April 10, 2018, the Planning Commission held a public hearing for Conditional Use Permit No. 1100 and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant, and by members of the public; and

WHEREAS, on April 10, 2018, the Planning Commission adopted a Resolution recommending approval of Conditional Use Permit No. 1100; and

WHEREAS on April 20, 2018, notice of this City Council's public hearing for Conditional Use Permit No. 1100 was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on May 1, 2018, the City Council held a public hearing and considered the staff written and oral reports, the recommendation of the Planning Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public; and

WHEREAS, following the public hearing on the application for Conditional Use Permit No. 1100, at which this City Council provided opportunity for public testimony, the City Council determined that approval of the Conditional Use Permit is in the best interests of the public health, safety and general welfare; and

WHEREAS, the California Environmental Quality Act (Public Resources Code, §21000 et seq.) pursuant to State CEQA Guidelines (Title 15, Cal. Code Regs., §15000 et seq.) Section 15331 (Historic Resource Restoration/Rehabilitation) and Section 15332 (In-Fill Development Projects) exempts certain projects from environmental review, and the proposed project meets all criteria for these exemptions; and

WHEREAS, Business & Professions Code Sections 23958 and 23958.4 allow the local governing body to make a Determination of Public Convenience or Necessity if the general public would be served by the issuance of alcoholic beverage control licenses in an area of undue concentration;

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The City Council hereby determines that approval of Conditional Use Permit No. 1100 and the related Project Entitlements is exempt from environmental review under the California Environmental Quality Act (Public Resources Code, §21000 et seq.) pursuant to State CEQA Guidelines (Title 15, Cal. Code Regs., §15000 et seq.) Section 15331 and Section 15332.

SECTION 2. SOCIO-ECONOMIC COST/BENEFIT STUDY. The City Council hereby adopts the Socio-Economic Cost/Benefit Study that has been prepared for the project.

SECTION 3. FINDINGS FOR APPROVAL OF CONDITIONAL USE PERMIT NO. 1100. Conditional Use Permit No. 1100 is hereby approved, subject to the Conditions of Approval included as Exhibit "A" to this Resolution, and based upon the following findings:

1. That the proposed development will not adversely affect the applicable land use plans of the city.

The proposed project will not adversely affect applicable land use plans. The project will implement several policies in the new 2035 General Plan, including: Action 4.A-121 ("Encourage a centrally-located mix of uses to promote activity and economic vitality"); Action 4.A-122 ("Maintain a distinctive character that builds on Downtown's many historic features and its citrus heritage"); and Action 4.A-123 ("Promote the reuse of citrus packing houses, historic warehouses, and other historic commercial buildings to create a destination for residents and tourists"). The operation of restaurants, food retail stores, alcoholic beverage outlets, and similar uses are permitted in the Town Center - Historic (TC-H) district of the Downtown Specific Plan as well as other commercial areas of the City. The project will comply with all applicable development standards of the Town Center - Historic (TC-H) district (e.g., height, Floor Area Ratio, setbacks, and landscape), to the extent practicable considering that the property was developed prior to the City adopting any zoning regulations.

2. That the proposed development will not be detrimental to the public health, safety and welfare.

The project has been conditioned to comply with the Downtown Specific Plan and the Redlands Municipal Code. The proposed Type 21 licenses, and Type 41 or 47 licenses, require the approval of a Conditional Use Permit which allows for appropriate conditions

of approval to be attached to these types of alcohol sales licenses. The activities associated with the proposed use will be conducted within the confines of the existing building, new exterior boardwalk, and outdoor patio. The conditions included in the Resolution are adequate to protect the public health, safety and general welfare. Furthermore, the applicant will be required to obtain a permit and comply with the requirements of the California Department of Alcoholic Beverage Control.

3. That the proposed development will comply to the maximum extent feasible with the regulations of the city's general plan, the applicable zoning district and the city's development standards.

The proposed operation of restaurants and food retail stores (permitted uses), and alcoholic beverage outlets (with CUP approval), are allowable in the Town Center - Historic (TC-H) district of the Downtown Specific Plan. The project will comply with all operating regulations applicable to alcoholic beverage sales establishments as contained on Redlands Municipal Code Chapter 18.190.

4. That the proposed development is appropriate at the proposed location.

The subject site is currently developed with the historic Mutual Orange Company packing house, and the new 2035 General Plan identifies the property as a candidate for adaptive reuse to ensure the longevity of the resource and to create a destination for residents and tourists. This particular property is also positioned at a key location in the heart of the downtown business district, between the Santa Fe Depot to the north (future Arrow light rail stop and future Metrolink platform nearby), movie theatre and Packing House District Shopping Center to the west, restaurants and shops along Orange Street to the east, and future mall redevelopment to the south. Rehabilitation and adaptive reuse of the subject property will stimulate the rejuvenation and redevelopment of a presently quiet block in the heart of the downtown.

SECTION 4. FINDINGS FOR ALCOHOLIC BEVERAGE SALES ESTABLISHMENTS. Conditional Use Permit No. 1100 for up to two (2) Type 21 licenses, and up to seven (7) Type 41 or Type 47 licenses, for a total of up to nine (9) ABC licenses of the types specified is hereby approved, subject to the Conditions of Approval included as Exhibit "A" to this Resolution, and based upon the following findings:

1. The establishment is located in a zoning district in which the establishment is a conditionally permitted use.

The operation of restaurants (with and without alcohol sales) and food retail stores (with and without alcohol sales) are permitted in the Town Center - Historic (TC-H) district of the Downtown Specific Plan. The proposed two Type 21 (Off-Sale General), and up to seven of Type 41 (On-Sale Beer & Wine – Eating Place) or Type 47 (On-Sale General – Eating Place) licenses require the approval of a Conditional Use Permit, which allows for appropriate conditions of approval to be attached to these types of licenses.

2. That the operations of the establishment do not cause or result in adverse effects to the health, welfare, peace or safety of persons visiting, residing, working, or conducting business in the surrounding area.

The operations of the establishment will not cause or result in adverse effects to the health, welfare, peace or safety of persons visiting, residing, working, or conducting business in the surrounding area. The project is required to comply with the Downtown Specific Plan and the Redlands Municipal Code. The activities associated with the proposed alcohol consumption will be conducted within the confines of the building, the exterior boardwalk (subject to the property owner's control), and the outdoor patio (subject to the property owner's control). The hours for alcoholic beverage service and on-site consumption will be from 8:00 AM to 2:00 AM daily. Conditions have been placed on the project to promote a secure environment, minimize the potential for alcohol-related disturbances in the vicinity, and limit the potential for excessive noise. With the implementation of operating standards contained on Redlands Municipal Code Chapter 18.190 and conditions of approval, the project will not have a detrimental effect on surrounding properties. Furthermore, the businesses selling alcohol will be required to comply with the requirements of the California Department of Alcoholic Beverage Control.

3. That the establishment does not jeopardize or endanger the public health or safety of persons visiting, residing, working or conducting business in the surrounding area.

The establishment will not jeopardize or endanger the public health or safety of persons visiting, residing, working or conducting business in the surrounding area. As previously noted the project has been conditioned to comply with the Downtown Specific Plan and the Redlands Municipal Code The activities associated with the proposed alcohol consumption will be conducted within the confines of the building, the exterior boardwalk (subject to the property owner's control), and the outdoor patio (subject to the property owner's control). The Redlands Police Department has also provided conditions of approval to better protect the health and safety of persons visiting, residing, working or conducting business in the surrounding area.

4. A finding of "public convenience and necessity" (Business and Professions Code Section 23958.4(b) (2)), if the activity will be located in an area that has been determined by the ABC to have an undue concentration of licenses as defined in Business and Professions Code Section 23958.4(a).

The subject property is located within Census Tract 81. According to the California Department of Alcoholic Beverage Control (ABC), two Off-Sale licenses and two On-Sale licenses are allowed in Censes Tract 81. Presently the numbers of existing licenses exceed both the guidelines of two On-Sale and two Off-Sale licenses, making this Census Tract an area of undue concentration. Sections 23958 and 23958.4 of the Business & Professions Code require ABC to deny applications for licenses in an area of undue concentration unless the local governing body determines that the "Public Convenience or Necessity" would be

served by the issuance of the requested license. ABC does not publish standards by which to make a finding of Public Convenience or Necessity, and the Business & Professions Code leaves that discretion to the local jurisdiction. In this case, the local governing body makes the determination for the Type 21 (Off-Sale General) licenses; ABC will make the determination for the Type 41 (On-Sale Beer & Wine – Eating Place) and Type 47 (On-Sale General – Eating Place) licenses. Redlands Municipal Code Section 18.190.080(D) grants the discretion to the Planning Commission (or City Council, in this case). For the proposed food hall and restaurant businesses, the finding of Public Convenience or Necessity can be made for the following reasons:

a) The sale of beer, wine, and spirits is ancillary to the primary uses with multiple restaurants and food retail stores within the existing building. The types of unique specialty restaurants and specialty food stores in this facility would be expected to offer beer, wine, and spirits along with the menu items. The 2035 General Plan envisions a lively downtown commercial district with restaurant and entertainment uses, including the adaptive reuse of former citrus packing plants as specified in Action 4.A-123 ("Promote the reuse of citrus packing houses, historic warehouses, and other historic commercial buildings to create a destination for residents and tourists").

b) The proposed sale of beer, wine, and spirits is an important component of an upscale specialty food hall proposed at this location, as well as a desirable and unique use in the downtown core commercial area.

c) The proposed sale of beer, wine, and spirits would be related to multiple restaurant uses within the proposed food hall, dining on the outdoor patio and boardwalk (areas under the control of the property owner and tenants), and the downtown area is designed to be walkable and pedestrian-friendly while being within moderate walking distance to existing neighborhoods as well as future higher-density residential uses. The sale of beer, wine, and spirits at this location will allow local residents the option of walking to local specialty restaurants as well as provide a convenience to local residents.

d) The Redlands Police Department has reviewed the proposed use, and has no objections to the proposal.

5. That the operations of the establishment will not aggravate existing problems in the neighborhood created by the sale of alcohol such as disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises, especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.

The subject property is located within the Town Center - Historic (TC-H) district of the Downtown Specific Plan. The primary activities will restaurants and related food retail stores, with ancillary alcohol sales and consumption (which will be conducted within the confines of the building, the exterior boardwalk, and the outdoor patio). The requested hours for alcoholic beverage service and on-site consumption are from 8:00 AM to 2:00 AM daily. Conditions have been placed on the project to minimize the likelihood of any

public safety problems. With the implementation of operating standards contained on Redlands Municipal Code Chapter 18.190 and conditions of approval, the project is not expected to aggravate existing problems in the neighborhood created by the sale of alcohol such as disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, theft, assault/battery, vandalism, littering, loitering, graffiti, excessive loud noises, traffic violations, curfew violations, or police arrests.

6. The establishment will not detrimentally affect nearby neighborhoods considering the distance of the alcohol establishment to residential buildings, schools, parks, playgrounds or recreational areas, nonprofit youth facilities, places of worship, hospitals, alcohol or other drug abuse recovery or treatment facilities, social service offices, or other Alcohol Beverages Sales Activity Establishments.

The subject property is located within the Town Center - Historic (TC-H) district of the Downtown Specific Plan, and is not in close proximity to any residential neighborhoods or buildings, schools, parks, playgrounds, youth facilities, places of worship, hospitals, or social services or treatment facilities. There are numerous other Alcohol Beverages Sales Activity Establishments in the vicinity of the downtown (primarily restaurants, pubs, and cafés), which is to be expected in the downtown core commercial and entertainment area of the City.

7. The establishment will otherwise be compatible with existing and potential uses within the surrounding area.

The establishment will be compatible with existing and future uses within the surrounding downtown area. The proposed uses including restaurants, food retail, and similar uses are permitted in the Town Center - Historic (TC-H) district of the Downtown Specific Plan, and includes sales and serving of alcoholic beverages subject to a Conditional Use Permit. Other existing uses in the area include numerous restaurants, commercial retail, personal and professional services, and alcoholic beverage service. Future uses in the area will include many of the same uses, as well as transit-oriented development within one-half mile of the downtown train station including higher-density residential uses above commercial uses. With the proposed conditions of approval, the proposed establishment will continue to be compatible with the existing and future uses.

SECTION 5. EXPIRATION DATE. Conditional Use Permit No.1100 shall automatically expire two years from the date of City Council approval, and automatically become null and void, unless the applicant has diligently pursued the project as evidenced by issuance of one or more valid Type 21, Type 41, or Type 47 license(s) issued by the California Department of Alcoholic Beverage Control.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 1st day of May, 2018.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 1st day of May, 2018.

AYES:	Councilmembers Harrison, Tejeda, Momberger, Mayor Foster
NOES:	None
ABSENT:	Mayor Pro Tempore Barich
ABSTAIN:	None

Jeanne Donaldson, City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
Conditional Use Permit No. 1100

Development Services – Planning Division

1. This permit/approval is for up to two (2) Type 21 (Off-Sale General) licenses, and up to seven (7) Type 41 (On-Sale Beer & Wine – Eating Place) or Type 47 (On-Sale General – Eating Place) licenses, **for a total of up to nine (9) alcohol licenses of the types specified** as issued by the California Department of Alcoholic Beverage Control for the proposed food hall facility. The project site is located at 330 North Third Street.

2. This permit/approval shall expire two years from the date of City Council's approval (will expire on May 1, 2020) unless the applicant has diligently pursued the use as evidenced by issuance of the first Alcoholic Beverage Control license(s) necessary to operate the facility, or a time extension has been granted by the Planning Commission or City Council in accordance with the Redlands Municipal Code.

3. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of $300,000, to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

4. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to

Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

5. By initiating or using this permit, the permittee acknowledges all of the conditions imposed and accepts this permit subject to those conditions and with full awareness of the provisions of Redlands Municipal Code Chapter 18.190 (including Sections 18.190.090 through 18.190.130 inclusive) and Sections 18.192.090 and 18.192.100. Failure of the permittee to sign these conditions does not affect their enforceability by the City or other responsible entity. These conditions are binding upon all future property owners and occupants of the subject property.

6. This permit/approval is granted for the plans dated April 3, 2018, ("the plans") on file with the Planning Division. Operations on the site shall remain in substantial conformance with the request and with the application materials submitted by the applicant, as approved by the Planning Commission and/or City Council, and placed on file in the office of the Planning Division, except as modified within these conditions.

7. Conditional Use Permit No. 1100 may be reviewed, modified, or revoked by the City in accordance with RMC Chapter 18.192 should it be determined that the proposed use does not comply with any of its operational standards, training requirements, or conditions; or if the use or conditions under which they were permitted are detrimental to the public health, welfare, or materially injurious to property or improvements in the vicinity; or if the use is maintained so as to constitute a public nuisance.

8. The applicant shall submit a copy of the Department of Alcoholic Beverage Control license(s) including any and all conditions imposed, to the City Planner within sixty (60) days of the issuance dates of the ABC licenses by the California Department of Alcoholic Beverage Control. The applicant shall maintain compliance with all applicable ABC regulations for the license types authorized by this permit/approval.

9. The operator(s) and all employees serving alcoholic beverages shall be required to participate in the State of California's free Licensee Education on Alcohol and Drugs (L.E.A.D.).

10. There shall be no over-serving of alcohol, and bartenders and servers shall be instructed to refuse alcohol service to visibly intoxicated persons.

11. To alleviate litter problems, no open cans or bottles intended for on-site consumption shall leave the premises.

12. The off-site consumption of alcoholic beverages sold or intended for on-site consumption is prohibited. The applicant shall post a sign at each entrance/exit of the exterior boardwalk and the outdoor patio advising patrons that "No Open Containers of Alcoholic Beverages May Leave the Premises" or "No Open Containers of Alcoholic Beverages Beyond This Point."

13. An employee/attendant shall actively monitor the outdoor patio area and boardwalk area(s) during all times that alcohol is served and consumed in those outdoor areas.

14. Property owner and tenants shall arrange for commercial loading and unloading activities to occur during off-peak business hours, to the extent practicable, to minimize traffic impacts and parking impacts to local streets.

Police Department Conditions

15. Establish a "complaint response community relations" program that includes the following:
    - Coordinating efforts with the police department to monitor community complaints about the establishment's activities.

16. Restrict the hours of alcohol sales to 8:00 a.m. to 2:00 a.m. unless limited further by the ABC.

17. Restrict the service of discounted alcoholic beverages to no later than 8:00 pm.
    - Post the following signs prominently posted in a readily visible manner in English and Spanish: "California State Law Prohibits the Sale of Alcoholic Beverages to Persons under 21 Years of Age".
    - "No Loitering or Public Drinking".
    - "It Is Illegal To Possess An Open Container Of Alcohol In The Vicinity Of This Establishment".

18. The establishment is required to operate in a manner appropriate with mitigating alcohol related problems that negatively impact those individuals living or working in the neighborhood including, but not limited to, sales to minors, surrogate sales, the congregation of individuals, violence on or near the premises, drunkenness, public urination, solicitation, drug dealing, drug use, loud noise and litter. The establishment may be required to retain a specified number of security guards based upon the impact of its activities on the surrounding neighborhood. All security guards shall have all required state and city permits and licenses.

19. The establishment's operators or employees are required to discourage loiterers who are not patronizing any of the businesses, and to ask persons loitering longer than fifteen (15) minutes to leave the area and contact local law enforcement officials for enforcement of applicable trespassing and loitering laws if persons requested to leave fail to do so.

20. The establishment is required to implement a video camera safety plan which includes:
    - Digital video camera system which records activity of patrons and employees at primary service counters, entrances and exits, and primary parking areas.
    - Video recordings must be stored and retrievable for a minimum period of seven (7) days from the time of recording.
    - Video clarity must be such that a person's facial features can be identified from the video.
    - The video system must be engaged and recording at all times, while the establishment is open to the public. The system must be maintained in working

establishment is open to the public. The system must be maintained in working order at all times.

- The video system must be approved by the Redlands Police Department before it is installed to ensure compliance with city requirements and approved again after the system is operational.

21. The establishment may be required to retain a specified number of security guards. The number of security guards shall vary based upon the specific facts and circumstances of each establishment site and operation. All security guards shall have all required state and city permits and licenses.

22. Alcoholic drinks shall not be included in the price of admission to any establishment.

23. There shall be no requirement for patrons to purchase a minimum number of alcoholic drinks.

24. All alcohol sold for on-site consumption shall remain on the establishment's premises, including within outdoor dining areas.

25. An employee of the establishment must be present at all times in areas within the establishment where alcohol is served.

26. All areas of the business that are accessible to patrons shall be illuminated to make easily discernible the appearance and conduct of all people in the business.

27. Games or contests requiring or involving consumption of alcoholic beverages shall be prohibited.

28. The establishment(s) shall follow all conditions of the alcohol license(s) issued by the California Department of Alcoholic Beverage Control, as well as all other relevant portions of the Redlands Municipal Code.

29. No new customers shall be permitted after 30 minutes before closing.

30. Last call for drinks shall be no later than 15 minutes before closing.

31. After midnight (12:00 a.m.), only single-sized drinks and no multiple drinks shall be served to one individual customer for personal consumption.

End of Conditions of Approval

Brian Desatnik
Development Services Director

RESOLUTION NO. 7839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING COMMISSION REVIEW AND APPROVAL NO. 895 TO REHABILITATE AND CONSTRUCT INTERIOR AND EXTERIOR MODIFICATIONS, IN ACCORDANCE WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR HISTORICAL BUILDING REHABILITATION, TO THE MUTUAL ORANGE COMPANY PACKING PLANT BUILDING LOCATED AT 330 NORTH THIRD STREET, IN THE TOWN CENTER - HISTORIC (TC-H) DISTRICT OF THE DOWNTOWN SPECIFIC PLAN.

WHEREAS, Redlands Food Hall, LLC, has submitted applications for Commission Review and Approval No. 895, Historic Resource Designation No. 132, Conditional Use Permit No. 1100, and Certificate of Appropriateness No. 559 (collectively referred to herein as "Project Entitlements") to rehabilitate and adaptively reuse the historic Mutual Orange Company Packing Plant located at 330 North Third Street (APNs: 0169-028-47-0000, 0169-028-48-0000, 0169-028-49-0000, 0169-028-50-0000); and

WHEREAS, on March 1, 2018, the Historic and Scenic Preservation Commission adopted a Resolution recommending to City Council approval of Historic Resource Designation No. 132; and

WHEREAS, on March 5, 2018, the Environmental Review Committee held a public hearing and recommended exemption from environmental review and approval of the Socio-Economic Cost/Benefit Study prepared for the project; and

WHEREAS, on April 10, 2018, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant, and by members of the public; and

WHEREAS, on April 10, 2018, the Planning Commission adopted a Resolution recommending approval of Commission Review and Approval No. 895; and

WHEREAS on April 20, 2018, notice of this City Council's public hearing for Historic Resource Designation No. 132 and Conditional Use Permit No. 1100 was published in the Redlands Daily Facts by the City Clerk; and

WHEREAS, on May 1, 2018, the City Council held a public hearing and considered the staff written and oral reports, the recommendations of the Planning Commission and the Historic & Scenic Preservation Commission, the testimony and written evidence submitted by and on behalf of the applicant, and testimony by members of the public; and

WHEREAS, following the public hearing on the application for the Historic Resource Designation and Conditional Use Permit, at which this City Council provided opportunity for public testimony, the City Council determined that approval of the Project Entitlements is in the best interests of the public health, safety and general welfare; and

WHEREAS, the California Environmental Quality Act (Public Resources Code, §21000 et seq.) pursuant to State CEQA Guidelines (Title 15, Cal. Code Regs., §15000 et seq.) Section 15331 (Historic Resource Restoration/Rehabilitation) and Section 15332 (In-Fill Development Projects) exempts certain projects from environmental review, and the proposed project meets all criteria for these exemptions;

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The City Council hereby determines that approval of Commission Review & Approval No. 895 and Project Entitlements is exempt from environmental review under the California Environmental Quality Act (Public Resources Code, §21000 et seq.) pursuant to State CEQA Guidelines (Title 15, Cal. Code Regs., §15000 et seq.) Sections 15331 and 15332.

SECTION 2. SOCIO-ECONOMIC COST/BENEFIT STUDY. The City Council hereby adopts the Socio-Economic Cost/Benefit Study that has been prepared for the project.

SECTION 3. FINDINGS FOR APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 895. The City Council hereby approves Commission Review and Approval No. 895 based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A" and Exhibit "B:"

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The existing building and site is adequate in size and shape to accommodate the proposed use. The site includes a single building that occupies most the subject parcel, which is a typical configuration for historical buildings constructed on small commercial lots in the downtown core. The proposed uses including restaurants, food retail, and similar uses are permitted in the Town Center - Historic (TC-H) district of the Downtown Specific Plan. The project will comply with all applicable Town Center - Historic (TC-H) development standards, to the extent practicable considering that the property was developed prior to the City adopting any zoning regulations. The site contains an existing structure of an adequate size to easily accommodate the proposed restaurant uses, and the proposed new exterior boardwalk and patio will provide additional dining and seating areas.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The existing site is adjacent to Third Street and Shoppers Lane, and relates to streets which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use. The site has street frontage along Third Street and

Shoppers Lane, which will be designed to include pedestrian improvements and crosswalks within the public right-of-way. The site was historically developed with the Mutual Orange Company packing house, provides no parking on-site (as none was required when the property was originally developed), and is located within the downtown parking district which exempts historical buildings from the contemporary parking requirements of the Municipal Code. The proposed restaurant and food retail uses are consistent with the General Plan and Downtown Specific Plan designations for the property which these streets were designed to accommodate.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions included in the Resolutions are adequate to protect the public health, safety and general welfare. The project will also comply with design standards and the applicable provisions of the Redlands Municipal Code.

ADOPTED, SIGNED AND APPROVED this 1st day of May, 2018.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 1st day of May, 2018.

AYES:	Councilmembers Harrison, Tejeda, Momberger, Mayor Foster
NOES:	None
ABSENT:	Mayor Pro Tempore Barich
ABSTAIN:	None

Jeanne Donaldson, City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
Commission Review & Approval No. 895

1. This approval/permit shall expire two (2) years from the date of City Council's approval of the project (will expire on May 1, 2020), unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code.

2. This permit/approval is for the rehabilitation and adaptive reuse of the historic Mutual Orange Company Packing House, construction of façade rehabilitation and improvements, establishing a multi-tenant food hall (with food retail uses, farmer's market, restaurants, demonstration kitchen, and similar retail uses), and related site improvements including outdoor patio/dining area, walls, walkways, landscaping, lighting, and new refuse enclosure. The existing building is approximately 33,676 square feet in total area, with approximately 19,375 square-feet on the main (1st) floor and 14,301 square-feet in the basement. A new exterior boardwalk approximately 5,670 square-feet in area is approved for the west, north, and east sides of the existing building.

3. The property owner and applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form satisfactory to the City and in the amount of Three Hundred Thousand Dollars ($300,000), to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

4. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

5. This permit/approval is granted for the plans dated April 3, 2018, ("the plans") on file with the Planning Division. Construction of the building and site shall remain in substantial conformance with the request and with the application materials submitted by the applicant, as approved by the Planning Commission and/or City Council, and placed on file in the office of the Planning Division, except as modified within these conditions. If the plans are modified or amended in order to satisfy a requirement of the State Historic Preservation Office and/or National Park Service, the modified or amended plans may be presumed to be in substantial conformance with these conditions and need not be subject to supplemental review by the Historic & Scenic Preservation Commission, Planning Commission, or City Council. The applicant shall provide evidence in writing of such modifications to the Development Services Director or designee prior to building permit issuance, and shall revise construction plans being reviewed by the Building Division prior to permit issuance.

6. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code, and all applicable provisions of the California Building Code and/or California Historical Building Code.

7. No final inspection or Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.

8. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction.

9. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

10. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting.

11. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

12. All lighting shall be shielded and no light or glare shall impact the surrounding properties.

13. Developer shall recess and fully screen roof heating/cooling systems and other exterior mechanical equipment from adjoining property and public right-of-way, to the extent practicable, as required by this permit. Plumbing vents, ducts, and other appurtenances protruding from the roof of structures shall be placed and architecturally treated, to the extent practicable, so that view will be minimized from the front of the property or other major public vantage points. Roof vents shall be shown on construction drawings and painted to match roof material color.

14. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible.

15. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

16. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

17. Trees shall be allowed to grow to the full genetic height and habit (trees shall not be topped or overly trimmed). Trees shall be maintained using standard arboriculture practices.

18. Property owner and tenants shall arrange for commercial loading and unloading activities to occur during off-peak business hours, to the extent practicable.

19. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

20. Roof and ground-mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director, prior to the issuance of building permits.

21. The applicant shall work with the local utility companies to locate all new transformer cabinets outside of required setbacks. All new transformers shall be screened from public view either by architectural treatment or within landscaping. Multiple electric meters shall be fully enclosed and incorporated into the overall architecture design of the structure. Backflow preventers shall be enclosed with landscaping that will provide complete screening upon

maturity. The location and method of enclosure or screening of this equipment shall be shown on the final working drawings prior to building permit issuance. Location of said equipment shall be coordinated with the appropriate utility company.

22. Trash enclosure design and finish shall be subject to review and approval by the Quality of Life Department, Municipal Utilities & Engineering Department, and Development Services Department during plan check, prior to the issuance of building permits. Trash storage areas shall be constructed according to the approved plans, including metal gate(s), and shall be painted a subdued color to match or complement the building color. The trash enclosure roof (corrugated metal) may not be painted.

23. On-site parking is not required for the subject property. The parking requirements of RMC Section 18.164.240 are not applicable to designated, eligible, or contributing historical buildings over 50 years of age within the Town Center - Historic (TC-H) district pursuant to Chapter III, Section (C)(2)(2.2), of the Downtown Specific Plan.

24. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing, etc. The nature of the measures will depend on the specific requirements of the site, and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all sub-contractors working on the site.

25. If human remains are encountered during grading and other construction excavation, work in the immediate vicinity (50 feet radius) shall cease and the County Coroner shall be contacted pursuant to California Health & Safety Code Section 7050.5. California Health & Safety Code Sections 7050.5 through 7055: As required by state law, the requirements and procedures set forth in Public Resources Code Section 5097.98 would be implemented, including notification of the County Coroner, notification of the Redlands Police Department, notification of the Native American Heritage Commission and coordination with the individual identified by the Native American Heritage Commission to be the "most likely descendant."

26. In the event that Native American cultural resources are discovered during project development/construction, all work in the immediate vicinity (50 feet radius) of the find shall cease and a qualified archaeologist meeting Secretary of the Interior's Standards shall be hired to assess the find. Work on the overall project may continue during this assessment period.

a. If significant Native American cultural resources are discovered, for which a Treatment Plan must be prepared, the developer or his/her archaeologist shall contact the Morongo Band of Mission Indians.

b. If requested by the Morongo Band of Mission Indians or other Native American Tribe, the developer or the project archaeologist shall, in good faith, communicate and coordinate resolution efforts on the discovery and its disposition (e.g. avoidance, preservation, return of artifacts to tribe, etc.).

27. The attached conditions of approval from the following City of Redlands Departments/Divisions are incorporated herein by reference:

    a. Municipal Utilities & Engineering Department

End of Conditions of Approval

Brian Desatnik
Development Services Director

EXHIBIT B
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
CONDITIONS OF APPROVAL

[Attached]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
CONDITIONAL USE PERMIT NO. 1100 AND
COMMISSION REVIEW AND APPROVEL NO. 895

Date of P.C. Meeting:	**April 10, 2018**
Applicant:	**Redlands Food Hall L.L.C.**
Location:	**330 Third Street**
Project Description:	**Establish a Multi-Tenant Food Hall within an Existing 21,000 Square Foot Building**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the Specific Plan No. 45; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

No grading permit is required.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT.

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal. (City Resolution No. 7671)

2. Water Quality Management Plan. Submit final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

3. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the

site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

4. The final WQMP must be in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document. The final WQMP shall be submitted and approved prior to the issuance of a building permit.

5. Plans required to be submitted shall include:
   a. Street Improvement;
   b. Pavement Striping and Signage Plans: (Including thermosplastic striping and pavement markings, identification of parking restriction areas, reflectorized pavement markers, and limits of slurry sealing necessary for the pavement markings);
   c. Street Light Installation – Provide a street lighting plan which show approved locations of service pedestal(s), conduits, street lights, appurtenances, and any necessary details by Southern California Edison Company;
   d. Potable water lateral installation, as needed; and
   e. CFD Landscape and Irrigation Plan.

6. All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

7. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

8. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

9. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and

field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

10. All National Pollutant Elimination System (NPDES) Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in place and shall be maintained throughout the course of the project. (RMC 13.54)

11. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
    - Transportation Facilities; (RMC 3.54)
    - Fire Facilities; (RMC 3.60)
    - General Government Facilities; (RMC 3.60)
    - Police Facilities; (RMC 3.60)
    - Storm Drain Facilities; (RMC 3.56)
    - Water Capital Improvement Charge; (RMC 3.48)
    - Water Source Acquisition Charge; (RMC 13.40)
    - Sewer Capital Improvement Charge; (RMC 3.44) and
    - Solid Waste Capital Improvement Charge. (RMC 3.70)

12. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

13. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

14. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

15. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

16. Requirements for Shoppers Lane (RMC 18.192.050 and 18.12.080):

    a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This shall include, but is not limited to, the removal of the existing curb cut and the construction of standard curb, gutter, and sidewalk;
    b. Construct ADA compliant ramps at all curb returns, and all pedestrian crossings as accepted by the City Engineer;

c. Install LED historic ornamental street light(s) with the equivalent illumination of a 100 watt sodium vapor street light. Prepare and submit a separate street lighting plan for City approval. Street light spacing shall be determined by the City design specifications. Location of the light(s) will be determined at time of plan preparation. Coordinate with City staff for guidance at that time. Prepare and submit a separate street lighting plan for City approval;
d. Provide street trees avoiding sewer and water laterals, and landscaping. Prepare and submit a separate CFD Landscape and Irrigation Plan for City approval;
e. Construct ADA compliant sidewalk crossings at all driveway entrances including any necessary dedication of easement for pedestrian access;
f. Construct storm drain inlets as necessary to convey street storm flow into the existing storm drain system in Shoppers Lane;
g. Construct underwalk drain, if necessary; and
h. Install commercial fire hydrants as required by the Redlands Fire Department.

17. Requirements for Third Street (RMC 18.192.050 and 18.12.080):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This shall include, but is not limited to the installation of ADA compliant sidewalk at the driveway for the trash enclosure area;
b. Construct ADA compliant ramps at all curb returns and all pedestrian crossings accepted by the City Engineer;
c. Install LED historic ornamental street light(s) with the equivalent illumination of a 100 watt sodium vapor street light. Prepare and submit a separate street lighting plan for City approval. Street light spacing shall be determined by the City design specifications. Location of the light(s) will be determined at time of plan preparation. Coordinate with City staff for guidance at that time;
d. Provide street trees avoiding sewer and water laterals, and landscaping. Prepare and submit a separate CFD Landscape and Irrigation Plan for City approval;
e. Construct ADA compliant sidewalk crossings at all driveway entrances including any necessary dedication of easement for pedestrian access;
f. Construct underwalk drain, if necessary; and
g. Install commercial fire hydrants as required by the Redlands Fire Department.

18. Provide advanced pedestrian warning facilities for the proposed pedestrian crossings on Shoppers Lane and Third Street. These may include solar powered pedestrian activated crosswalk beacon(s) and/or in-placement crosswalk lighting among other options as accepted by the City Engineer.

19. Provide for adequate drainage facilities. (RMC 18.192.050 and 18.12.080)

20. As a condition of and prior to the final approval, the applicant shall (1) petition the City for annexation of the property comprising CUP 1100 and CRA 895 to the City's Community Facilities District No. 2004-1, or a similar City community facilities district, as designed by the City; (2) take actions reasonable or necessary to annex such property to community facilities district; and (3) pay the reasonable and actual costs incurred by the City in annexing the property to the community facilities district; all for the purpose of maintenance of landscaping and public right-of-ways. (California Community Facilities Act)

21. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

22. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

23. Comply with City of Redlands Landscape Ordinance No. 2724 and submit a landscape/irrigation plan prepared by a licensed landscape architect for review and approval. The irrigation system shall be designed and constructed to make use of future recycled and/or recycled water system. (RMC 15.54)

24. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

25. Dedication documents shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

26. Construct storm drain inlets as needed to convey storm flow within the street into the existing storm drain system in Shoppers Lane and Third Street.

26. FEMA Elevation Certificate (Pre-Construction). All new construction or substantial improvements within a Special Flood Hazard Area (designated floodplain) shown on the FEMA flood map (FIRM) shall comply with the City's floodplain management regulations (Chapter 15.32, Redlands Municipal Code). For proposed developments within a floodplain, the applicant must submit a FEMA Elevation Certificate (EC) for review and acceptance by the Municipal Utilities and Engineering Department prior to issuance of the building permit. This certification shall be made by a registered professional engineer or land surveyor in the State of California. The latest EC form and instructions can be downloaded from the FEMA website at www.fema.gov.

27. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 18.192.050B and 18.12.080):

Performance	100% security (due prior to building permit issuance)
(Performance/Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name.

28. The 10% performance (warranty) security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work. (RMC 18.192.050B, 18.12.080 and 12.20.100)

29. Execute Public Improvement Agreement. (RMC 12.22.060)

30. Execute a Memorandum of Understanding between the City and the applicant for use of the public right-of-way areas adjacent to the building as coordinated through the Development Services Department and approved by City Council.

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay the Water Source Acquisition Charge; (RMC 13.40) and

3. Pay the Water Meter Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A traffic control plan shall be prepared in accordance with the latest revision of (CA) MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

7. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to building permit issuance)
(Performance/Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name.

8. Execute Public Improvement Agreement.

9. Execute a Memorandum of Understanding between the City and the applicant for use of the public right-of-way areas adjacent to the building as coordinated through the Development Services Department and approved by City Council.

10. The 10% performance (warranty) security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All improvements shall be reviewed and accepted by the City Engineer. The Engineer of Record shall file a Final Certification for all improvements relating to the project development.

3. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. (California B&P Code 8762, 8767, 8768, 8771, and 8773(b)

4. FEMA Elevation Certificate (Finished Construction). A post-construction Elevation Certificate (EC) shall be submitted for all new construction or substantial improvements within a Special Flood Hazard Area (designated floodplain) shown on the FEMA flood map (FIRM). This certification shall provide as-built survey elevations to verify compliance with the City's floodplain management regulations (Chapter 15.32, Redlands Municipal Code). This certification shall be made by a registered professional engineer or land surveyor in the State of California and submitted to the Municipal Utilities and Engineering Department for review and acceptance prior to issuance of the Certificate of Occupancy. The latest EC form and instructions can be downloaded from the FEMA website at www.fema.gov.

5. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

6. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

7. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

8. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

9. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

10. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES, WARRANTIES, and DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. Tie sheets shall be submitted for all monuments found and/or set in the public right-of-way.

3. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

MICHAEL POOL
Assistant City Engineer

DONALD YOUNG
One Stop Permit Center
Manager

Initial

akc

FILE CUP 1100 & CRA 875

RESOLUTION NO. 7838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DESIGNATING 330 NORTH THIRD STREET AS A HISTORIC PROPERTY (HISTORIC RESOURCE DESIGNATION NO. 132)

WHEREAS, Chapter 2.62 of the Redlands Municipal Code establishes rules and regulations governing the designation, preservation and perpetuation of historic and scenic properties; and

WHEREAS, the property owner has applied for and requested designation of 330 North Third Street, an eligible and contributing structure located within the Santa Fe depot National Historic District, as an historic property; and

WHEREAS, the Historic and Scenic Preservation Commission held a duly noticed public hearing on March 1, 2018, to consider the nomination and designation of 330 North Third Street (APNs: 0169-028-47-0000, 0169-028-48-0000, 0169-028-49-0000, 0169-028-50-0000) as a historic property; and

WHEREAS, on March 1, 2018, the Historic and Scenic Preservation Commission nominated 330 North Third Street as a historic property in accordance with procedures established in Chapter 2.62 of the Redlands Municipal Code; and

WHEREAS, on April 20, 2018, the City Clerk caused a public notice to be published in a newspaper of general circulation in the City; and

WHEREAS, on May 1, 2018, the City Council of the City of Redlands held a duly noticed public hearing to consider the recommendation of the Historic & Scenic Preservation Commission.

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

Section 1. The subject property at 330 North Third Street (APNs: 0169-028-47-0000, 0169-028-48-0000, 0169-028-49-0000, 0169-028-50-0000) is hereby designated as a historic property, in accordance with the provisions and criteria contained in Section 2.62.170 of the Redlands Municipal Code. The subject property contains a single-story industrial building originally utilized as a citrus packing plant, with an original construction date of 1894, minor additions in 1900 and 1906, and remodel in 1930. The structure embodies elements of architectural design, detail, materials, or craftsmanship that represent a significant architectural structure and style, and contributes to the historical or scenic heritage and historical or scenic properties of the city.

Section 2. The former citrus packing plant at 330 North Third Street shall be officially known as the "Mutual Orange Company Packing House."

Section 3. Neither the structures on the property nor the property shall be altered on the exterior, moved, demolished, subdivided, or otherwise permanently changed, unless a Certificate of Appropriateness or Certificate of Hardship has been first obtained from the City of Redlands.

Section 4. The City Council hereby determines that the approval of this Historic Resource Designation and project is exempt from environmental review in accordance with the California Environmental Quality Act ("CEQA") pursuant to Section 15331 (Historical Resource Restoration/Rehabilitation) and Section 15332 (In-Fill Development Projects) of the State CEQA Guidelines.

Section 5. The City Clerk of the City of Redlands is hereby directed to cause a certified copy of this Resolution to be recorded upon the 330 North Third Street properties (APNs: 0169-028-47-0000, 0169-028-48-0000, 0169-028-49-0000, 0169-028-50-0000) with the County Recorder, County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 1st day of May, 2018.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 1st day of May, 2018, by the following vote:

AYES:	Councilmembers Harrison, Tejeda, Momberger, Mayor Foster
NOES:	None
ABSENT:	Mayor Pro Tempore Barich
ABSTAIN:	None

Jeanne Donaldson, City Clerk

RESOLUTION NO. 2018-02

A RESOLUTION OF THE HISTORIC AND SCENIC PRESERVATION COMMISSION OF THE CITY OF REDLANDS RECOMMENDING APPROVAL OF HISTORIC RESOURCE DESIGNATION NO. 132 AND COMMISSION REVIEW & APPROVAL NO. 895, AND APPROVING MAJOR CERTIFICATE OF APPROPRIATENESS NO. 559 SUBJECT TO THE APPROVAL OF THE RELATED PROJECT ENTITLEMENTS, TO REHABILITATE AND ADAPTIVELY REUSE THE HISTORIC PACKING PLANT COMMONLY REFERRED TO AS THE MUTUAL ORANGE DISTRIBUTORS PACKING HOUSE LOCATED AT 330 NORTH THIRD STREET.

WHEREAS, Jerry Tessier on behalf of Redlands Food Hall, LLC, has submitted applications for Historic Resource Designation No. 132 and Major Certificate of Appropriateness No. 559 to rehabilitate and adaptively reuse a 34,215 square-foot industrial building known as the Mutual Orange Distributors (MOD) Packing House located at 330 North Third Street. Related applications include Commission Review & Approval No. 895 and Conditional Use Permit No. 1100 (hereinafter, collectively the "project entitlements").

WHEREAS, the subject property with the Mutual Orange Distributors (MOD) Packing House is located within the Santa Fe Depot Historic District added to the National Registry on October 29, 1991, and the Mutual Orange Distributors (MOD) Packing House is a contributing structure within the Santa Fe Depot Historic District.

WHEREAS, notice of this Historic & Scenic Preservation Commission public hearing for the Project was duly published in the Redlands Daily Facts by the Secretary to the Commission; and,

WHEREAS, on March 1, 2018, the Historic & Scenic Preservation Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and,

WHEREAS, Public Resources Code Section 15301 (Existing Facilities) and Section 15331 (Historic Resource Restoration/Rehabilitation) provides for exemption from environmental review in accordance with the California Environmental Quality Act, and the project qualifies for these exemptions; and,

WHEREAS, following the public hearing for the Historic Resource Designation and the Major Certificate of Appropriateness, the Historic & Scenic Preservation Commission determined that approval of the requested Historic Resource Designation and Certificate of Appropriateness would be in the best interests of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC AND SCENIC PRESERVATION COMMISSION OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The proposed project is exempt from environmental review in accordance with the California Environmental Quality Act per Section 15301 for existing facilities and Section 15331 for historic resource rehabilitation.

Section 2. The requested Historic Resource Designation No. 132 and Commission Review & Approval No. 895 are hereby recommended for approval to the Planning Commission and the City Council.

Section 3. The requested Certificate of Appropriateness is hereby approved based upon the following finding of fact, subject to the conditions of approval contained in Exhibit "A" attached to this Resolution, and subject to approval of related project entitlements (Commission Review & Approval and a Conditional Use Permit) and approval by the City Council of the historic designation.

1. *The project is consistent with the City's Historic Preservation Ordinance, contained in Chapter 2.62 of the Redlands Municipal Code and will not be detrimental to a historic resource.*

   The proposed development is appropriate and consistent with the City's Historic Preservation Ordinance and will not be detrimental to a historic resource. The project will be consistent with the applicable provisions of "The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings." The project will rehabilitate the historic Mutual Orange Distributors (MOD) Packing House, and facilitate the adaptive reuse and integrity of the resource. The project will also ensure the continued longevity and restore vibrancy to the Santa Fe Depot Historic District (National Register), which the MOD Packing House is a contributing resource within the Santa Fe Depot Historic District.

Section 4. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 1st day of March, 2018.

Kurt Heidelberg, Historic and Scenic Preservation Commission Chair

ATTEST:

Joni Mena

Joni Mena, Secretary to the Commission

I, Joni Mena, Historic and Scenic Preservation Commission Secretary of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Historic and Scenic Preservation Commission at a regular meeting thereof held on the 1st day of March, 2018.

AYES:

NOES:

ABSENT:

ABSTAINED:

Joni Mena

Joni Mena, Historic and Scenic Preservation Commission Secretary

EXHIBIT A
CONDITIONS OF APPROVAL

Certificate of Appropriateness No. 559
MOD Packing House Located at 330 North Third Street

1. This approval will not become effective unless and until the date that the final decision-making body approves the related project entitlements (Commission Review & Approval and a Conditional Use Permit) and/or approval by the City Council of the Historic Resource Designation.

2. This approval is for the rehabilitation and adaptive reuse of the historic Mutual Orange Distributors (MOD) Packing House, construction of façade rehabilitation and improvements, establishing a multi-tenant food hall (with food retail uses, farmer's market, restaurants, demonstration kitchen, and similar retail uses), and related site improvements including outdoor patio/dining area, walls, walkways, landscaping, lighting, and new refuse enclosure. The existing building is approximately 33,676 square feet in total area, with approximately 19,375 square-feet on the main (1st) floor and 14,301 square-feet in the basement. A new exterior boardwalk approximately 5,400 square-feet in area is approved for the west, north, and east sides of the existing building.

3. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this application shall expire eighteen (18) months from the date of the final approval (approval by City Council for the Historic Resource Designation).

4. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code.

5. Prior to commencing any construction activity, appropriate building permit(s) shall be obtained from the Development Services Department.

6. All plans submitted to the City for building permits shall reflect all applicable Conditions of Approval for Certificate of Appropriateness No. 559, and shall be in substantial conformance with the plans reviewed by the Historic & Scenic Preservation Commission and/or City Council. If the plans are modified or amended in order to satisfy the requirement of the State Historic Preservation Office and/or National Park Service, the modified or amended plans may be presumed to be in substantial conformance with these conditions and need not be subject to supplemental review by the Historic & Scenic Preservation Commission. The applicant shall provide evidence in writing of such modifications to the Development Services Director or designee prior to building permit issuance, and shall revise construction plans being reviewed by the Building Division prior to permit issuance.

7. The applicant for this permit, and its successors and assigns, shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, agents and employees, from and against any and all claims, actions, and proceedings to attack, set aside, void or annul the approval of this permit by the City, or brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of attorneys' fees. In the event any such action is commenced to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days of the same, the applicant shall file with the City a performance bond or irrevocable letter of credit (together, the "Security") in a form and in an amount satisfactory to the City, to ensure applicant's performance of its defense and indemnity obligations under this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

8. All work and construction related to the building shall be consistent with the applicable provisions of "The Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings."

Brian Foote, AICP
Planning Manager/City Planner

ARTECO PARTNERS

May 28, 2024

John R. Harris
Municipal Utilities & Engineering Director
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373
jharris@cityofredlands.org

Dear Mr. Harris:

I would like to formally request that the City Council agendize and consider our request for the addition of on-street parking restrictions in the Santa Fe Depot district on Al Harris Lane and 3rd Street. The Traffic and Transportation Commission failed to move on a recommendation after several public hearings. With the completion of Redlands Public Market and several new buildings by Property One, it is important to establish these restrictions before the end of Summer.

We have outreached with the affected property owners and held a working group meeting with City staff, and consensus was reached on what is believed to be the optimal on-street parking restrictions. These restrictions are important to incoming businesses that require some convenient, short-term customer parking. Unrestricted on-street parking will result in employee and other "long-term" parking that will take up valuable customer parking.

Redlands Public Market is a collection of 18 micro-restaurants and businesses at 330 3rd Street located in the historically designated MOD Packing House which is historically exempt from on-site parking and as such depends on public parking both on-street and off-street. When we acquired the building from the City Redevelopment Agency there was early discussion of enacting on-street parking restrictions when the project would come to fruition.

Currently there are no parking restrictions on either Street. It is a commonly-accepted principle that on-street parking should prioritize short-term customer visits where retail/commercial businesses are located. Without parking restrictions, "long-term" parking such as employees of local businesses will undoubtedly park as close as they can to their destination. This approach does not serve the public well. A short-term convenience customer will possibly be precluded from parking or not return again if it is too difficult to park, whereas an employee will certainly park a further distance away and walk to work despite the extra distance, or someone planning to patronize multiple businesses and spend a half day in downtown Redlands will certainly be more tolerant of parking a further distance.

Currently many areas of downtown benefit from 2-hour parking restrictions (and a small percentage of 30 minute parking spaces). The consensus of the property owners in the Santa Fe District is to enact 90-minute parking restrictions on both Al Harris and 3rd Street, with the exception of one area of shorter term parking in front of Redlands Public Market. There was also consensus on the hours of parking

restrictions from 10:00 AM to 10:00 PM in order to permit longer late night and overnight parking visits from future planned residential developments.

As you know well, it is imperative that restaurants have short term convenient customer parking to address quick trips for customers picking up take-out food, grabbing a quick coffee or juice on site, for food delivery services, and other short trips. This has become especially important post pandemic when the percentage of off-site dining, to-go, and delivery sales has skyrocketed. Most every prospective and future tenant of RPM has asked about short term parking on street and they find it critical for their business model to succeed.

After getting input and consensus from neighboring property owners, Arteco Partner's request is to designate the 3rd Street curb adjacent to RPM as 10-minute restricted parking, which would allow approximately five (5) such short-term spaces. This can be easily achieved with green curb paint and markings and a few select signs. We will actively monitor the usage of these stalls to see if parking restrictions should be proposed to be amended since it is in everyone's interest to maximize on-street parking usage. These spaces can likewise benefit businesses in the new construction across Al Harris street as these spaces will be their closest on-street parking.

Parking is of course not an exact science and there is consensus amongst the affected property owners that we need to analyze parking utilization once the District is fully open and operational and revisit as needed these parking restrictions.

Arteco Partners was privileged to be selected by the City to redevelop the MOD Packing House and we continue to appreciate the City Council's support in bringing a unique food hall experience to downtown Redlands. We would appreciate your deliberation and decision at the soonest possible date prior to RPM and other businesses opening in the District.

Attached for reference is the proposed on-street parking restriction map. I can be available for any questions.

Sincerely,

Jerry Tessier
jerry@artecopartners.com

PURCHASE AND SALE AGREEMENT

AND JOINT ESCROW INSTRUCTIONS

DATED

DECEMBER 06, 2016

BY AND BETWEEN

THE CITY OF REDLANDS SUCCESSOR AGENCY ("SELLER"), a political subdivision of the State of California,

AS SELLER

AND

REDLANDS FOOD HALL, LP

AS BUYER

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PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**") is made and entered into as of December 06, 2016 (the "**Agreement Date**"), by and between **CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California** ("**Seller**"), and **REDLANDS FOOD HALL , LP, a California limited partnership** ("**Buyer**"), for the purpose of setting forth the agreement of the Parties and to provide instructions to Escrow Agent with respect to the transaction contemplated by this Agreement. Seller and Buyer shall also individually be referred to as a "**Party**" and collectively as the "**Parties**".

R E C I T A L S

A. Seller is the owner of that certain real property located at 330 N. Third Street in the City of Redlands ("**City**"), San Bernardino County (the "**County**"), State of California, known as APN Numbers 0169-281-47, 48, 49 and 50 as more particularly described on **Exhibit "A"** attached to and made a part of this Agreement (collectively, the "**Land**"). The Land, together with the Improvements, the balance of the Real Property, and the Intangible Property (each as defined in Section 5), are sometimes collectively referred to in this Agreement as the "**Property**".

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

A G R E E M E N T

In consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree, and instruct Escrow Agent, as follows:

1. PURCHASE AND SALE.

Seller agrees to sell, transfer, and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property on all of the terms and conditions of this Agreement.

2. PURCHASE PRICE.

The purchase price for the Property (the "**Purchase Price**") shall be THREE HUNDRED TWENTY THOUSAND DOLLARS ($320,000.00), in cash. The Purchase Price shall be payable as follows:

2.1 Deposit. By 5:00 p.m. on the third (3rd) day after the "Opening of Escrow" (as defined below), Buyer shall deposit into "Escrow" (as defined below) the sum of Ten Thousand Dollars ($10,000.00) (which amount, together with any and all interest earned thereon, shall be referred to in this Agreement as the "**Deposit**"). The Deposit shall be fully refundable through the Due Diligence Termination Date, as defined in Section 4.1.3. From and after the Due Diligence Termination Date, provided Buyer does not elect to terminate this Agreement as permitted pursuant to the terms of Section 4.1.3, the Deposit shall become non-refundable, except as

specifically provided otherwise in this Agreement, and shall be credited against the Purchase Price at Closing.

2.1.1 Refund of Deposit. If Buyer delivers its Due Diligence Approval Notice (as defined below), but subsequently elects to terminate this Agreement due to (a) a Seller Default, as defined in Section 12.1) hereunder, (b) a failure of a Buyer's Condition to Closing, or (c) the occurrence of any other event which by the terms of this Agreement gives rise to Buyer's right to terminate this Agreement and receive a refund of the Deposit, then, subject to the terms of Section 12.1, (i) the Deposit shall immediately be returned by Escrow Agent to Buyer, or to the extent previously released to Seller, refunded to Buyer by Seller, (ii) this Agreement and the Escrow shall terminate, and (iii) the Parties shall have no further obligation to one another with respect to this Agreement, except with respect to such provisions which by their terms survive the termination of this Agreement.

2.1.2 Interest. The Initial Deposit and any other cash held by Escrow Agent for the benefit of Buyer shall be held in a federally insured interest bearing account, and the interest shall accrue to Buyer's benefit.

2.1.3 Independent Consideration. Notwithstanding the terms of Section 2.1.1, a portion of the Deposit in the amount of One Hundred Dollars ($100.00) (the "**Independent Consideration**") shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including the right to conduct the Due Diligence and terminate this Agreement as provided in this Agreement. If Buyer elects to terminate this Agreement for any reason other than Seller's Default (as defined in Section 4.1.3), Seller shall retain the Independent Consideration. The Independent Consideration shall be applicable towards the Purchase Price.

2.2 Deposit of Balance of Purchase Price. Buyer shall, at least one (1) business day prior to Closing (as defined in Section 7.1), deposit into Escrow in the form of wire transfer, cash or a certified or bank cashier's check for immediately available funds, the amount of the Purchase Price less the Deposit, plus Buyer's closing costs and Buyer's share of any proration's to be made in accordance with this Agreement.

3. ESCROW.

Opening of Escrow. Buyer and Seller shall cause an escrow ("**Escrow**") to be opened with Ticor Title Company of California located at 4120 Concours Ave., Ste. 400, Ontario, CA 91764, Attention: Loretta Hovey, ("**Escrow Agent**") by delivery to Escrow Agent of a fully executed copy of this Agreement. Escrow Agent shall promptly deliver to Buyer and Seller written confirmation of the date of the "Opening of Escrow." As used in this Agreement, the term "**Opening of Escrow**" means the day on which Escrow Agent receives a fully executed copy of this Agreement and has notified each Party in writing of such receipt.

3.1 Escrow Instructions. This Agreement shall constitute escrow instructions to Escrow Agent as well as the agreement of the Parties. If any other printed escrow instructions are requested of the Parties and the terms thereof conflict or are inconsistent with any provision of this Agreement or any deed, instrument, or document executed or delivered in connection with the transaction contemplated hereby, the provisions of this Agreement, or such deed, instrument, or

document shall control. Escrow Agent is hereby appointed and designated to act as Escrow Agent and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as provided this Agreement.

3.2 Termination/Cancellation. Upon any termination or cancellation (the terms being used interchangeably in this Agreement) by either of the Parties as expressly allowed under this Agreement (including, without limitation, any deemed termination or cancellation), (a) the Deposit shall be delivered to the Party that this Agreement specifies is entitled to the same; (b) all documents, instruments, and funds delivered into Escrow shall be returned to the Party that delivered the same into Escrow, and (c) the Parties shall thereafter be relieved from further liability under this Agreement, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement. A copy of any notice of termination allowed under this Agreement shall be sent to Escrow Agent by the Party electing to terminate. Upon a termination or cancellation by either of the Parties for any reason other than a default by Seller, Buyer shall deliver to Seller copies of all third-party reports, plans, studies, applications or any other matters obtained by or prepared for Buyer in connection with Buyer's review of the Property and which relate to the physical condition of the Property, including, without limitation, any physical inspection, engineering, and environmental reports completed and/or obtained by Buyer in connection with Buyer's review of the Property (collectively, "**Property Condition Documents**"), but excluding any documents that are subject to the attorney client privilege or that contain proprietary or confidential information. Seller understands and acknowledges that neither Buyer nor any of Buyer's representatives makes any representation or warranty to Seller as to the accuracy or completeness of the Property Condition Documents and that Buyer and Buyer's representatives have not made or will not make any attempt to verify the data contained in the Property Condition Reports. Seller agrees that Buyer and Buyer's representatives shall not have any liability to Seller as a result of Seller's use of the Property Condition Documents.

4. ACTIONS PENDING CLOSING.

4.1 Due Diligence.

4.1.1 Property Materials.

4.1.1.1 On or before 5:00 p.m. on the fifth (5th) day following the Opening of Escrow, Seller shall, at Seller's sole cost and expense, to the extent within the Seller's possession or control, provide to Buyer and Buyer's counsel true, correct, and complete copies of all of the following documents (collectively, the "**Property Materials**"):

(a) Any and all surveys for the Property;

(b) All existing, proposed or draft site plans, maps, plats, landscaping plans, construction plans and drawings, and development plans for the Property (including, without limitation, with respect to offsite development related to the Property);

(c) All existing environmental reports for the Property;

(d) All leases, occupancy agreements, operating agreements, and licenses that affect the Property;

(e) All zoning stipulations, agreements, and requirements that affect or that are proposed to affect the Property;

(f) All archaeological, biological, soil, geological, grading, drainage, and hydrology reports, surveys, or assessments and any other engineering reports for the Property;

(g) A Natural Hazards Disclosure Report in conformity with the California Natural Hazards Disclosure Act;

(h) All records to the extent within Seller's possession or control relating to the use, storage and disposal of all pesticides, fertilizers and other agricultural chemicals which have been used on the Property or that Seller anticipates Seller, or its agents or contractors, will use on the Property prior to the Close of Escrow.

(i) The contact information for all engineers, architects, draftspersons, and/or consultants known to Seller to have information concerning the Property and/or its development (each of whom Buyer shall be authorized to contact, discuss the Property and/or its development with, and, if desired by Buyer, retain at Buyer's expense);

(j) Articles of organization, bylaws, rules and regulations, budgets and resolutions of board of directors for any owners' associations affecting the Property;

(k) All contracts with all third Parties who have provided services or supplied materials to the Property (each of whom Buyer shall be authorized to contact, discuss the Property and/or its development with); and

(l) Any other third-Party reports, contracts, and agreements of any kind in Seller's possession or control pertaining to the Property.

4.1.1.2 Further, prior to the Due Diligence Termination Date (as defined in Section 4.1.3), upon not less than twenty-four (24) hours prior written notice by Buyer to Seller, Seller shall make available to Buyer at Seller's offices, and Buyer shall have the right to review, all other records in Seller's possession or control relating to the Property.

4.1.1.3 Seller shall promptly furnish to Buyer for its review (a) any of the items described in Section 4.1.1.1 that may come into Seller's possession or control from and after the date of this Agreement, and (b) any additional documents and information in the possession or control of Seller reasonably requested in writing by Buyer. Except as provided in Section 8.15, Buyer understands and acknowledges that neither Seller nor any of Seller's representatives makes any representation or warranty to Buyer as to the accuracy or completeness of the Property Materials and that Seller and Seller's representatives shall have not made or will not make any attempt to verify the data contained therein. Buyer agrees that Seller and Seller's representatives shall not have any liability to Buyer as a result of Buyer's use of the Property Materials.

4.1.2 Buyer's Diligence Tests.

4.1.2.1 At all reasonable times from the date of this Agreement to the Closing (or earlier termination of this Agreement), Buyer and its employees, agents, consultants, and contractors shall be entitled, at Buyer's sole cost and expense, to: (a) enter onto the Property to perform any inspections, investigations, studies, and tests of the Real Property (including, without limitation, physical, engineering, soils, geotechnical, and environmental tests) that Buyer deems reasonable; (b) review all Property Materials; and (c) investigate such other matters pertaining to the Property as Buyer may desire. Notwithstanding the foregoing, Buyer shall not conduct any invasive testing on the Real Property without the prior consent of Seller, which shall not be unreasonably withheld, delayed (specifically, Seller shall respond to Buyer's request to conduct such testing not more than twenty-four (24) hours after written notice by Buyer to Seller), or conditioned. Any entry by Buyer onto the Real Property shall be subject to, and conducted in accordance with, all applicable laws.

4.1.2.2 Buyer shall keep the Property free and clean of any mechanics' liens and indemnify, protect, defend, and hold Seller and Seller's partners, officers, directors, shareholders, managers, members, agents, employees, and representatives (each an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") harmless from and against any and all claims (including, without limitation, claims for mechanic's liens or materialman's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees, charges, and disbursements) (collectively, "**Claims**") in connection with or arising out of any inspections of the Property carried on by or on behalf of Buyer pursuant to the terms of this Agreement, provided, however, that Buyer shall have no responsibility or liability for (a) the negligence or willful misconduct of any Indemnified Party; (b) any adverse condition or defect on or affecting the Property not caused by Buyer or its employees, agents, consultants, or contractors but discovered or impacted during their inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any Hazardous Substance (as defined in this Agreement defined)); and/or (c) the results or findings of any inspection.

4.1.2.3 Upon completion of Buyer's inspections, Buyer shall promptly repair any material damage to the Property caused by its entry and restore the Property to substantially the same conditions which existed prior to Buyer's entry under this Section 4.1.2, except that any partition walls removed by Buyer in accordance with Seller's approval need not be reconstructed or repaired.

4.1.2.4 The provisions of this Section 4.1.2 shall survive the Closing or the earlier termination of this Agreement.

4.1.3 Buyer's Termination Right. Buyer shall have the right at any time on or before 5:00 p.m. on the sixth (60th) day after the Opening of Escrow (the "**Due Diligence Termination Date**") to terminate this Agreement by delivering a written notice of such termination to Seller and Escrow Agent if Buyer determines, in its sole and absolute discretion, that the Property is not acceptable to Buyer for any reason. Buyer shall indicate its satisfaction and/or waiver of the Due Diligence condition described in this Section 4.1 by delivering written notice of such satisfaction and/or waiver ("**Due Diligence Approval Notice**") to Seller and Escrow Agent on or prior to the Due Diligence Termination Date. Buyer may extend the Due Diligence

Termination Date an additional thirty (30) days by providing written notice thereof, with or without cause. If Buyer fails to timely deliver a Due Diligence Approval Notice, then this Agreement and the Escrow shall be automatically deemed terminated. If this Agreement is terminated in accordance with this Section, then the Initial Deposit shall be immediately returned to Buyer and the Parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement.

4.2 Title.

4.2.1 Deliveries by Seller. On or before 5:00 p.m. on the third (3rd) Business Days after the Opening of Escrow, Seller shall cause Ticor Title Company of California ("**Title Insurer**"), to issue and deliver to Buyer, at Buyer's sole cost and expense, (a) a current commitment for an ALTA extended coverage Owner's Policy of Title Insurance for the Real Property (the "**Title Report**") and (b) legible copies of all documents referenced as exceptions in the Title Report (collectively with the Title Report, the "**Title Documents**").

4.2.2 Buyer's Review of Title. Buyer shall have until the Due Diligence Termination Date to notify Seller in writing of any objection that Buyer may have to any matters reported or shown in any survey or the Title Documents or any amendments or updates thereof (a "**Buyer's Title Objection Letter**") (provided, however, that if any such amendments or updates are received by Buyer after or within five (5) Business Days before the Due Diligence Termination Date, Buyer shall have five (5) Business Days following Buyer's receipt of such amendment or update and copies of all documents referenced in the Title Documents to notify Seller of objections to matters shown on any such amendment or update that were not disclosed on the previously delivered survey or Title Documents and the Closing Date shall automatically be extended as necessary to facilitate such notice period and any subsequent periods for Seller's response and Buyer's election as provided in subsections (i) and (ii), below). Matters shown as exceptions to coverage in the Title Report (or any amendments or updates thereof) that are not timely objected to by Buyer as provided above shall constitute "**Permitted Exceptions**". Seller shall cooperate, at no cost to Seller, with Buyer to eliminate matters objected to by Buyer, but, except as set forth in the last sentence of this Section 4.2.2, Seller shall have no obligation to cure or correct any matter objected to by Buyer. On or before the fifth (5^{th}) Business Day following Seller's receipt of Buyer's Title Objection Letter, Seller may elect, by delivering written notice of such election to Buyer and Escrow Agent ("**Seller's Response**"), to cause Title Insurer to remove or insure over any matters objected to in Buyer's Title Objection Letter. If Seller fails to deliver Seller's Response within the period set forth above, it shall be deemed an election by Seller not to cause Title Insurer to so remove or insure over such objections. If Seller elects or is deemed to have elected not to cause Title Insurer to so remove or insure, or if Buyer determines, in its sole discretion, that any proposed endorsement for or insurance over an objected matter is unsatisfactory, then Buyer must elect, by delivering written notice of such election to Seller and Escrow Agent on or before the earlier to occur of (a) the fifth (5^{th}) Business Day following Buyer's receipt of Seller's Response or (b) if no Seller's Response is received by Buyer, the fifth (5^{th}) Business Day following the date on which Seller shall have been deemed to have responded, as provided above, to: (i) terminate this Agreement, in which case the Initial Deposit, to the extent previously deposited in Escrow, shall be immediately returned to Buyer; or (ii) proceed with this transaction, in which event those objected to exceptions or matters that Seller has not elected to cause Title Insurer to so remove or insure shall be deemed to be Permitted Exceptions. If Buyer

fails to make such election on a timely basis, then Buyer shall be deemed to have elected to terminate this Agreement in accordance with the preceding clause (i). Notwithstanding anything else stated in this Agreement, in all events, regardless of whether Buyer has given notice of objection as stated above, Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens and encumbrances in existence as of the Agreement Date or incurred by Seller on or before the Closing Date (other than current taxes not yet due) and any additional encumbrances incurred by Seller after the Agreement Date in violation of any provision of this Agreement, and, except as may be otherwise specifically set forth in this Agreement, terminate all leases, possessory agreements, licenses, and operating agreements that affect the Property and Buyer need not object to any such matters. Seller agrees not to cause or create any additional encumbrances or other matters affecting title to the Property to be incurred following the Agreement Date that are not satisfied or otherwise removed on or before the Closing Date as contemplated above.

4.2.3 Condition of Title at Closing. Upon the Closing, Seller shall sell, transfer, and convey to Buyer fee simple title to the Real Property by a duly executed and acknowledged grant deed in the form of **Exhibit "B"** attached hereto (the "**Grant Deed**"), subject only to the Permitted Exceptions and the reservations and other matters, if any, referenced or described in said Grant Deed.

4.3 Entitlements and Zoning. Buyer shall have the right, during the term of this Agreement, to pursue all property-specific entitlements in connection with Buyer's intended use of the Property. The cost or expense of preparing for or filing for any such applications by Buyer pursuant to this Section 4.3 shall be borne solely by Buyer.

5. DESCRIPTION OF PROPERTY.

5.1 The Real Property. As used in this Agreement, the term "**Real Property**" shall mean, collectively, all of Seller's right, title, and interest in and to: (a) the Land; (b) all buildings and related improvements on the Property (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land.

5.2 The Intangible Property. As used in this Agreement, the term "**Intangible Property**" shall mean all of Seller's right, title, and interest in and to that certain intangible property owned by Seller or used by Seller in connection with all or any portion of the Real Property, including, without limitation, all of Seller's right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications (including, without limitation, CAD files), and development rights and credits relating to the Property, (b) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (c) all transferable architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements affecting any portion of the Real Property; (d) all credits (including without limitation water meter

credits), reimbursements and refunds of any fees and/or deposits paid in connection with the Real Property; and (e) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property.

6. CONDITIONS TO CLOSING.

6.1 Buyer's Closing Conditions. The obligation of Buyer to complete the transaction contemplated by this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries to be made by Seller at the Closing) (the "**Buyer's Closing Conditions**"), which conditions may be waived, or the time for satisfaction of such conditions extended, by Buyer only in a writing executed by Buyer:

6.1.1 Title. Title Insurer shall be irrevocably and unconditionally prepared and committed to issue to Buyer (with an effective date not earlier than the Closing Date), an ALTA extended coverage owner's policy of title insurance ("**ALTA Extended Policy**") in favor of Buyer for the Real Property (a) showing fee title to the Real Property vested in Buyer, (b) with liability coverage in an amount equal to the Purchase Price, (c) with those endorsements reasonably requested by Buyer including, without limitation, a Mechanic's Lien Endorsement, and (d) containing no exceptions other than the Permitted Exceptions and the reservations and other matters referenced or described in the Grant Deed (the "**Owner's Title Policy**"). Buyer shall pay any difference in the cost of the premium for a standard ALTA owner's policy of title insurance and the ALTA Extended Policy. If a new or updated survey is required to enable the Title Company to issue the ALTA Extended Policy, Buyer shall obtain the same, at its sole cost and expense, in a timely manner so as to facilitate the issuance of the ALTA Extended Policy upon the Close of Escrow.

6.1.2 Seller's Due Performance. All of the representations and warranties of Seller set forth in Section 8 shall be true, correct, and complete in all material respects as of the Closing Date, and Seller, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Seller to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

6.1.3 Physical Condition of Property. The physical condition of the Real Property shall be substantially the same on the Closing Date as on the Agreement Date, except for reasonable wear and tear and any damages due to any act of Buyer or Buyer's representatives.

6.1.4 No Moratorium. As of the Closing Date, there shall be no moratorium, injunction, restraining order, or other limitation imposed by any Applicable Authority, court, administrative body, or private entity that precludes or prevents the issuance of building permits or certificates of occupancy with respect to the Real Property and/or the construction of residences or other improvements on the Real Property.

6.1.5 Bankruptcy. No action or proceeding shall have been commenced by or against Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or levy shall have attached to or been issued with respect to Seller's interest in the Property or any portion thereof.

6.1.6 Possession/Removal of Personal Property. Upon the Close of Escrow, Seller shall deliver exclusive and vacant possession of the Property to Buyer. Prior to the Close of Escrow Seller shall have the right to remove any or all improvements and Seller's equipment, trade fixtures or other personal property. Any such salvage and removal shall be performed pursuant to all required permits, in accordance with all laws, rules and regulations, and in such manner that the Property is delivered upon the Close of Escrow without any safety issues on site, such as large holes, partially razed structures, or any other similarly unsafe conditions. Any improvements or personal property of Seller remaining on the Property after the Close of Escrow shall be conclusively deemed abandoned by Seller (the "**Abandoned Personal Property**"). Seller waives and relinquishes all rights, title, interest and claims in any such Abandoned Personal Property and effective upon abandonment transfers, conveys and assigns all of its right, title and interest in such Abandoned Personal Property to Buyer for disposition as determined by Buyer in Buyer's sole and absolute discretion.

6.2 Seller's Closing Conditions. All of the representations and warranties of Buyer set forth in Section 9 shall be true, correct, and complete in all material respects as of the Closing Date, and Buyer, on or prior to the Closing Date, shall have complied with and/or performed all of the obligations, covenants, and agreements required on the part of Buyer to be complied with or performed pursuant to the terms of this Agreement on or prior to the Closing.

7. CLOSING.

7.1 Closing Date. Subject to the provisions of this Agreement, the Closing shall take place on or before that date (the "**Closing Date**") which is the three hundred and sixty five (365) day after the Opening of Escrow. As used in this Agreement, the "**Closing**" shall mean the recordation of the Grant Deed in the Official Records.

7.1.1 Extension of Closing Date. Subject to the provisions of this Agreement, the Closing may be extended by an additional sixty (60) day period by Buyer's sole election, with Buyer providing advance written notice, and Buyer shall deposit as additional Deposit the sum of $10,000.00 (ten thousand dollars) and said additional deposit shall become immediately non-refundable pursuant to all of the conditions of the Deposit. Said additional Deposit shall be applied to the Purchase Price.

7.2 Deliveries by Seller. On or before the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

7.2.1 Grant Deed. The Grant Deed conveying the Real Property to Buyer;

7.2.2 Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as **Exhibit "C"** (the "**Non-Foreign Affidavit**");

7.2.3 State Affidavit. A California Franchise Tax Board Form 593-C (the "**State Affidavit**");

7.2.4 General Assignment. A general assignment to Buyer of the Intangible Property in the form attached to this Agreement as **Exhibit "D"** (the "**General Assignment**");

7.2.5 Owner's Affidavit. An owner's affidavit or seller's certificate duly executed by Seller in the form customarily required by title insurance companies in the county in which the Property is located, in connection with the issuance of title insurance, to remove standard exceptions for mechanics liens, the gap period from the latest title update of Buyer's title insurance commitment and Parties in possession;

7.2.6 Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer or Escrow Agent; and

7.2.7 The Seller's Review and Approval. The Seller's approval of the Basic Concept Drawings shall not relieve the Buyer of its obligation to submit drawings and plans to the City of Redlands in order to obtain the discretionary entitlements and ministerial permits including required for the construction of any project on the Property. Any and all changes or revisions required by the City and its inspectors which are required under the City's Municipal Code and all other applicable Uniform Codes (such as Building, Plumbing, Fire and Electrical), and under other applicable Governmental Requirements, shall be included by the Buyer in its Construction Drawings and completed during the construction of the project. The City shall be deemed to have approved any change or revision required by the City and its inspectors. The City shall also use its best, reasonable efforts to expeditiously process for consideration all associated permits and approvals necessary for construction of any project on the Property.

7.2.8 Such other items, documents, and instruments as may be reasonably required by Buyer, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement.

7.3 Deliveries by Buyer. On or before the Closing Date, Buyer, at its sole cost and expense, shall deliver or cause to be delivered into Escrow the following funds and the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

7.3.1 Purchase Price. Cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price (less the Deposit) and all of Buyer's share of the Closing Costs (as defined below) and otherwise sufficient to close the transaction contemplated in this Agreement;

7.3.2 Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Insurer or Escrow Agent;

7.3.3 Entitlements. The Seller shall have obtained each of the discretionary entitlements and ministerial permits including, but not limited to, grading and building permits,

required by the City for the construction of the project; and the applicable limitations period for legal challenges to the project;

7.3.4 Financing. Buyer shall secure funding for the acquisition and development of the Property from a credible lending institution or private funding entity as approved by the Seller. Written documentation of funding shall be submitted to the reasonable satisfaction of the Seller; and

7.3.5 Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

7.4 Actions by Escrow Agent. Provided that Escrow Agent shall not have received written notice from Buyer or Seller of the failure of any condition to the Closing or of the termination of the Escrow and this Agreement, when Buyer and Seller have deposited into Escrow the documents and funds required by this Agreement and Title Insurer is irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy in accordance with the terms of this Agreement, Escrow Agent shall, in the order and manner indicated in this Agreement below, take the following actions:

7.4.1 Recording. Cause the Grant Deed and any other documents customarily recorded and/or that the Parties may mutually direct to be recorded in the Official Records and obtain conformed copies of such items for distribution to Buyer and Seller.

7.4.2 Funds. Disburse all funds as follows:

7.4.2.1 Pursuant to the Closing Statement (as defined below), retain for Escrow Agent's own account all escrow fees and costs, disburse to Title Insurer the fees and expenses incurred in connection with the issuance of the Owner's Title Policy, and disburse to any other persons or entities entitled to receive such fees and costs the amount of any other Closing Costs;

7.4.2.2 Disburse to Seller an amount equal to the Purchase Price, less or plus the net debit or credit to Seller by reason of the proration's and allocations of Closing Costs provided for in this Agreement; and

7.4.2.3 Disburse to the Party who deposited the same any remaining funds in the possession of Escrow Agent after the payments pursuant to Sections 7.4.2.1 and 7.4.2.2 above have been completed.

7.4.3 Delivery of Documents. Deliver: (a) to Seller (i) one original of all documents deposited into Escrow (other than the Grant Deed, the other documents recorded pursuant to the terms of this Agreement, the Non-Foreign Affidavit, the State Affidavit and the General Assignment), (ii) one copy of the Non-Foreign Affidavit, the State Affidavit and the General Assignment, and (iii) one conformed copy of each document recorded pursuant to the terms of this Agreement; and (b) to Buyer, (i) one original of all documents deposited into Escrow (other than the Grant Deed and the other documents recorded pursuant to the terms of this Agreement, but including, without limitation, the Non-Foreign Affidavit and the State Affidavit),

and (ii) the one conformed copy of each document recorded pursuant to the terms of this Agreement. Originals of any documents recorded at Closing shall be delivered after such recording as indicated thereon.

7.4.4 Owner's Title Policy. Cause Title Insurer to issue or be irrevocably and unconditionally prepared and committed to issue the Owner's Title Policy to Buyer.

7.5 Proration's/Apportionment.

7.5.1 Method of Proration. Taxes and assessments affecting the Real Property shall be prorated between Buyer and Seller as of the Closing Date based on a 360-day year. All non-delinquent real estate taxes and assessments on the Property shall be prorated based on the actual current tax bill, but if such tax bill has not yet been received by Seller by the Closing Date or if supplemental taxes are assessed after the Closing for the period prior to the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled to the same so that Seller shall have borne all real property taxes, including all supplemental taxes, allocable to the period prior to the Closing and Buyer shall bear all real property taxes, including all supplemental taxes, allocable to the period from and after the Closing. If any real property taxes or assessments or any expenses attributable to the Real Property and allocable to the period prior to the Closing are discovered or billed after the Closing, the Parties shall make any necessary adjustment after the Closing by cash payment to the Party entitled to the same within five (5) Business Days following the discovery thereof or the receipt by any Party of the bill therefor, as the case may be, so that Seller shall have borne all real property taxes, assessments and expenses allocable to the period prior to the Closing and Buyer shall bear all real property taxes, assessments and expenses allocable to the period from and after the Closing.

7.5.2 Survival. The obligations under this Section 7.5 shall survive the Closing and the delivery and recordation of the Grant Deed for the Property.

7.6 Closing Costs. Each Party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs (the "**Closing Costs**"), which shall be allocated between the Parties as follows:

7.6.1 Escrow Agent's escrow fees and costs shall be shared equally by Buyer and Seller;

7.6.2 The cost of the Owner's Title Policy attributable to the standard coverage portion shall be paid by Seller;

7.6.3 The cost of the Owner's Title Policy attributable to the extended coverage portion shall be paid by Buyer;

7.6.4 The cost of any items required to be provided by Seller pursuant to Section 4.2.2, shall be paid by Seller, and the costs of any other endorsements to the Owner's Title Policy shall be paid by Buyer;

7.6.5 Seller shall pay the cost of any documentary transfer taxes in connection with the recording of the Grant Deed;

7.6.6 Seller shall pay all recording costs for recording the Grant Deed; and

7.6.7 All other closing fees and costs shall be charged to and paid by Buyer.

7.7 Closing Statement. Three (3) Business Days prior to the Closing Date, Escrow Agent shall deliver to each of the Parties for their review and approval a preliminary closing statement (the "**Preliminary Closing Statement**") setting forth: (a) the proration amounts allocable to each of the Parties pursuant to Section 7.5; and (b) the Closing Costs allocable to each of the Parties pursuant to Section 7.6. Based on each of the Party's comments, if any, regarding the Preliminary Closing Statement, Escrow Agent shall revise the Preliminary Closing Statement and deliver a final, signed version of a closing statement to each of the Parties at the Closing (the "**Closing Statement**").

7.8 Deliveries Outside of Escrow. Upon the Closing, Seller shall deliver vacant, sole, and exclusive possession of the Property to Buyer, subject only to the Permitted Exceptions. Further, Seller hereby covenants and agrees to deliver to Buyer, on or prior to the Closing, the Intangible Property, including, without limitation, the original Property Materials to the extent within Seller's possession or control. Effective immediately upon the Closing, any personal property remaining on the Land shall be deemed abandoned and may be removed and disposed of by Buyer at its sole cost and expense. This Section 7.8 shall survive the Closing.

8. SELLER'S COVENANTS, REPRESENTATIONS AND WARRANTIES.

Seller represents, and warrants to and agrees with Buyer, as of the Agreement Date and as of the Closing Date, as follows:

8.1 Due Organization. Seller is The City of Redlands Successor Agency, a political subdivision of the State of California

8.2 Seller's Authority; Validity of Agreements. Seller has full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out its obligations under this Agreement. The individual(s) executing this Agreement and the instruments referenced in this Agreement on behalf of Seller has/have the legal power, right, and actual authority to bind Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Seller in connection with this Agreement shall be, duly authorized, executed, and delivered by Seller and the valid, binding, and enforceable obligations of Seller (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Seller or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Seller or the Property.

8.3 No Third-Party Rights. Except as disclosed in the Title Report, Seller is not aware of any leases or occupancy agreements that grant third-Parties any possessory or rights to use all or any part of the Property.

8.4 Litigation. Seller is not aware of (a) any actions, investigations, suits, or proceedings pending or threatened that affect the Property, the ownership or operation thereof, or the ability of Seller to perform its obligations under this Agreement, and (b) there are no judgments, orders, awards, or decrees currently in effect against Seller with respect to the ownership or operation of the Property that have not been fully discharged prior to the Agreement Date.

8.5 Zoning and Condemnation. Except as disclosed in the Property Materials, Seller is not aware of any planned or pending proceedings to alter or restrict the zoning or other use restrictions applicable to the Property, to condemn all or any portion of the Property by eminent domain proceedings or otherwise, or to institute a moratorium or similar restriction on building on or issuing certificates of occupancy for construction on the Property.

8.6 No Violations of Environmental Laws. To Seller's knowledge and except as disclosed in the Property Materials: (a) the Property is not in, nor has it been or is it currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("**Environmental Laws**"); (b) the Property has not been subject to a deposit of any Hazardous Substance; (c) neither Seller nor any third Party has used, generated, manufactured, stored, or disposed in, at, on, or under the Property any Hazardous Substance; and (d) there is not now in, on, or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials, or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. Seller hereby assigns to Buyer as of the Closing all claims, counterclaims, defenses, and actions, whether at common law or pursuant to any other applicable federal, state or other laws that Seller may have against any third Party or Parties relating to the existence or presence of any Hazardous Substance in, at, on, under, or about the Property. For purpose of this Agreement, the term "**Hazardous Substance**" shall include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws.

8.7 No Other Commitments. Except as may be disclosed in the Title Report, Seller has not made any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, that would in any way be binding on Buyer or would interfere with Buyer's ability to develop and improve the Property for residential, commercial, or retail purposes, and Seller shall not make any such commitment or representation that would affect all or any portion of the Property without Buyer's written consent.

8.8 Wells. Except as disclosed in the Property Materials, Seller is not aware of wells, drilling holes or wellheads located on or under the Property.

8.9 Landfill/Waste Disposal Site. Seller has not used the Property and, except as disclosed in the Property Materials, Seller is not aware that the Property has ever been used as a landfill, waste disposal site, or burial site.

8.10 Property Materials. Seller is not aware of any material defects, deficiencies, or inaccuracies in any of the Property Materials.

8.11 Permits and Approvals. To Seller's knowledge, all work performed on the Property by or at the request of Seller including, without limitation, brush removal, has been performed in

material compliance with all applicable laws, rules and regulations and pursuant to all required permits and approvals.

8.12 Williamson Act. Seller represents that no land conservation contract pursuant to the Williamson Act, as defined in Chapter 7 of Division 1 of Title 5 (Sections 51200, et seq.) of the California Government Code, as amended, or any successor statute thereto ("**Williamson Act Contract**"), currently affects the Property. If a Williamson Act Contract is in effect with respect to the Property, Seller agrees that Seller shall be responsible, at its sole cost and expense, to cause the termination of the Williamson Act Contract on or before the Close of Escrow such that Buyer shall acquire title to the Property free and clear of the Williamson Act Contract.

8.13 Actual Knowledge. For purposes hereof, "**Seller is not aware**" or "**to Seller's knowledge**", or like terms shall mean the current actual knowledge of James Troyer, without implying any duty of investigation or inquiry. In furtherance thereof, Seller hereby warrants and represents that James Troyer is the Seller's representative most knowledgeable regarding the Property.

8.14 Survival. All of the representations, warranties, and agreements of Seller set forth in this Agreement shall be true upon the Agreement Date, shall be deemed to be repeated at and as of the Closing Date, and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, Seller shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Seller's representations or warranties to become untrue. If any representation or warranty of Seller was true as of the date of this Agreement, but is not true as of the Closing Date, then Seller shall disclose this changed fact to Buyer in writing. So long as Seller makes the foregoing disclosure and the change of circumstances regarding the representation or warranty did not arise due to the fault of Seller, then Seller shall not be in breach of this Agreement due to the fact that the representation or warranty has become untrue as of the Closing Date; provided, however, the fact that any representation or warranty under this Section 8 is untrue as of the Closing Date shall still be a failure of a condition pursuant to Section 6.1.2. Notwithstanding the foregoing, if Buyer has actual knowledge of the incorrectness of any representation or warranty set forth in this Section 8 as of the Close of Escrow and Buyer has not elected to terminate this Agreement as provided in this Agreement, then Buyer will be deemed to have waived any claim against Seller for the incorrectness of such representation or warranty.

9. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants to Seller, as of the Agreement Date and as of the Closing Date, as follows:

9.1 Due Organization. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California and is authorized to do business in the State of California.

9.2 Buyer's Authority; Validity of Agreements. Buyer has full right, power, and authority to purchase and acquire the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced in this Agreement on behalf of Buyer has/have the legal power, right, and

actual authority to bind Buyer to the terms of this Agreement and such instruments and documents. This Agreement is, and all other instruments, documents, and agreements to be executed and delivered by Buyer in connection with this Agreement shall be, duly authorized, executed, and delivered by Buyer and the valid, binding, and enforceable obligations of Buyer (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, violate any provision of any law, statute, ordinance, rule, regulation, agreement or judicial order to which Buyer is a Party or to which Buyer is subject.

9.3 Survival. All of the representations, warranties, and agreements of Buyer set forth in this Agreement shall be true upon the Agreement Date, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the Grant Deed and the Closing for a period of one (1) year. Prior to a termination of this Agreement, Buyer shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Buyer's representations or warranties to become untrue.

10. AS-IS.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (A) BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY; (B) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE DEED, AND/OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED BY SELLER AT CLOSING (THE "**EXPRESS REPRESENTATIONS**"), NEITHER SELLER NOR ANY OF ITS AGENTS, REPRESENTATIVES, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; AND (C) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT (INCLUDING SECTION 8.6 AS IT RELATES TO THE LAND AND IMPROVEMENTS), THE PROPERTY IS BEING SOLD TO BUYER IN ITS PRESENT "AS IS" CONDITION SUBJECT TO THE EXPRESS REPRESENTATIONS. SUBJECT TO THE EXPRESS REPRESENTATIONS AND THE TERMS OF THIS AGREEMENT, BUYER WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS BUYER MAY REASONABLY DESIRE AND, ACCORDINGLY, SUBJECT TO THE EXPRESS REPRESENTATIONS, BUYER WILL RELY SOLELY ON ITS OWN DUE DILIGENCE AND INVESTIGATIONS IN PURCHASING THE PROPERTY. IN CONNECTION WITH THE FOREGOING (EXCEPT AS TO SECTION 8.6 WITH RESPECT TO THE LAND AND IMPROVEMENTS), BUYER EXPRESSLY AGREES TO WAIVE ANY AND ALL RIGHTS WHICH BUYER MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH 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."

11. RISK OF LOSS.

11.1 Condemnation. If, prior to any Closing, all or any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), Seller shall immediately notify Buyer in writing of such fact. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of such notice from Seller, in which event the Deposit shall be returned to Buyer. Notwithstanding the foregoing, Buyer's failure to provide written notice of Buyer's election to terminate within such ten (10) Business Day period shall be deemed Buyer's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, Buyer shall have the right to participate in any proceedings and negotiations with respect to the taking and any transfer in lieu of taking (and Seller shall not consummate any transfer in lieu of taking without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed). If Buyer waives the right to terminate this Agreement and elects to proceed with the Closing, then (a) Seller, at, and as a condition precedent to Buyer's obligation to proceed with, the Closing, must: (i) pay to Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of all awards for the taking (and any consideration for any transfer in lieu of taking) actually received by Seller; and (ii) assign to Buyer by written instrument reasonably satisfactory to Buyer all rights or claims to any future awards for the taking (and any consideration for any transfer in lieu of taking); and (b) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

11.2 Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, contamination by hazardous materials or other casualty shall be borne and assumed by Seller. If, prior to the Closing, any portion of the Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, contamination by hazardous materials or other casualty, Seller shall immediately notify Buyer in writing of such fact. In such event, Buyer shall have the option to terminate this Agreement upon written notice to Seller given within ten (10) Business Days after receipt of any such notice from Seller, in which event the Deposit shall be returned to Buyer. Notwithstanding the foregoing, Buyer's failure to provide written notice of Buyer's election to terminate within such ten (10) Business Day period shall be deemed Buyer's election to terminate this Agreement. Prior to any termination or deemed termination of this Agreement, Buyer shall have the right to participate in any adjustment of the insurance claim. If Buyer waives the right to terminate this Agreement and elects to proceed with the Closing, then (a) Seller, at, and as a condition precedent to Buyer's obligation to proceed with, the Closing, must either: (i) pay to Buyer (or direct Escrow Agent to credit Buyer against the Purchase Price for) the amount of any insurance proceeds actually received by Seller plus the amount of any deductible under Seller's insurance; or (ii) if no insurance proceeds have been received by Seller, assign to Buyer by written instrument reasonably satisfactory to Buyer all rights or claims to the insurance proceeds and credit Buyer against the Purchase Price for any deductible payable under Seller's insurance policy; and (b) the Parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

12. REMEDIES.

12.1 Default by Seller. If Seller shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Seller's obligations under this Agreement at or prior to Closing, and if such failure continues without cure by Seller for five (5) Business Days after Buyer provides Seller and Escrow Agent with written notice thereof (a "**Seller Default**"), and provided Buyer is not then in default, then Buyer may, as Buyer's sole remedies for such failure, but without limiting Buyer's right to recover attorneys' fees pursuant to Section 14.13 below: (a) waive the effect of such matter and proceed to consummate this transaction; (b) cancel this Agreement and receive a full refund of the Deposit and recover from Seller the reasonable out-of-pocket expenses incurred by Buyer related to the Property and this transaction, which amounts shall be payable by Seller to Buyer within five (5) Business Days following receipt by Seller of written request therefor from Buyer together with copies of invoices evidencing such expenses; or (c) proceed with any remedies available to Buyer at law or in equity, which may, without limitation, include the bringing of an action against Seller for specific performance and/or recovery of the Deposit and any other damages suffered or incurred by Buyer as a result of any breach or failure by Seller to perform any of Seller's obligations under this Agreement.

12.2 Default by Buyer. IF BUYER SHALL BREACH ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR OTHERWISE FAIL TO PERFORM ANY OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND IF SUCH FAILURE CONTINUES WITHOUT CURE BY BUYER FOR FIVE (5) BUSINESS DAYS AFTER SELLER PROVIDES BUYER AND ESCROW AGENT WITH WRITTEN NOTICE THEREOF, AND PROVIDED SELLER IS NOT THEN IN DEFAULT, THEN SELLER MAY WAIVE SUCH BREACH AND PROCEED TO CONSUMMATE THIS TRANSACTION IN ACCORDANCE WITH THE TERMS HEREOF, OR SELLER MAY, AS ITS EXCLUSIVE REMEDY (BUT WITHOUT LIMITING SELLER'S RIGHT TO RECOVER ATTORNEYS' FEES PURSUANT TO SECTION 14.13 BELOW), CANCEL THIS AGREEMENT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR THE ACCEPTANCE OF THIS AGREEMENT AND FOR TAKING THE PROPERTY OFF THE MARKET, AND NOT AS A PENALTY. BUYER AND SELLER HAVE DETERMINED AND HEREBY AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ANY OF ITS OBLIGATIONS IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF SUCH DAMAGES UNDER THE CIRCUMSTANCES IS AN AMOUNT EQUAL TO THE DEPOSIT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IF BUYER BREACHES ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE DEFAULTS HEREUNDER, SELLER MAY RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

Seller's Initials _____ Buyer's Initials GVT

13. BROKERS.

The Parties acknowledge that neither Party has been represented by a real estate broker, with respect to this transaction. Both Parties here agree that neither Party shall owe any real estate brokerage commissions or finder's fee to the other Party, provided that each Party shall indemnify the other for any and all claims for brokerage commissions or finder's fees from any third party that may arise or be alleged to arise out of the acts of that Party.

14. MISCELLANEOUS PROVISIONS.

14.1 Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between Buyer and Seller pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the Parties, and there are no warranties, representations, or other agreements, express or implied, made to either Party by the other Party in connection with the subject matter hereof except as specifically set forth in this Agreement or in the documents delivered pursuant hereto or in connection herewith.

14.2 Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

14.3 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by registered or certified mail, by facsimile transmission, electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

To Buyer:
REDLANDS FOOD HALL, LP
Attention: Arteco Management LLC, Gerald V Tessier
281 S Thomas St, Ste. 504
Pomona, CA 91766
Telephone: 909.629.5359
Email: jtessier@artecopartners.com

To Seller:
City of Redlands
P.O. Box 3005
Redlands, California 92373
Attention: City Clerk
Telephone: (909) 798-7531
Email: sirwin@cityofredlands.org

With A Copy To:	City Attorney City of Redlands Attention: Daniel J. McHugh Telephone: (909) 798-7595 Email: dmchugh@cityofredlands.org
To Escrow Agent:	Ticor Title Company of California 4120 Concours Ave., Ste. 400 Ontario, CA 91764 Attention: Loretta Hovey Telephone: 909.579.1515 Email: lhovey@ticortitle.com

or to such other address or such other person as the addressee Party shall have last designated by Notice to the other Party and Escrow Agent. All Notices shall be deemed to have been given three (3) days following deposit in the United States Postal Service (postage prepaid) or, upon receipt, if sent by overnight delivery service, courier, facsimile transmission (so long as confirmed by the appropriate automatic confirmation page), electronic mail (so long as receipt is acknowledged or otherwise confirmed), or personally delivered. Notice to a Party shall not be effective unless and until each required copy of such Notice is given. The inability to deliver a Notice because of a changed address of which no Notice was given or an inoperative facsimile number for which no Notice was given of a substitute number, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice to be given by any Party may be given by legal counsel for such Party. Telephone numbers are provided in this Agreement for convenience only and shall not alter the manner of giving Notice set forth in this Section 14.4.

14.4 Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of Section 7.6 of this Agreement and of any other provision of this Agreement, whether or not the transaction contemplated by this Agreement shall be consummated, all fees and expenses incurred by any Party hereto in connection with this Agreement shall be borne by such Party.

14.5 Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

14.6 Successors and Assigns. Neither Seller nor Buyer shall assign its rights under this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party shall have the right, without the consent of the other, to assign its rights under this Agreement to an affiliate entity directly or indirectly controlling, controlled by or under common control with the assigning Party or an entity in which such assigning Party or such an affiliate directly or indirectly owns a financial and voting interest and directly or indirectly is responsible for day to day management of the entity provided such assignee assumes such Party's obligations hereunder pursuant to a written agreement, a copy of which shall be provided to the other Party by the assigning Party. Notwithstanding any such

assignment, no assignment shall relieve the assignor of any obligations or liability under this Agreement. Subject to the foregoing, all of the Parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon, their respective successors and assigns.

14.7 Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, including, without limitation, by .pdf scanned counterparts of any initialed or executed pages delivered via electronic mail, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

14.8 Governing Law; Jurisdiction; Waiver of Jury; Judicial Reference. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts-of-laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in San Bernardino County in any action related to or arising under this Agreement. **EACH PARTY TO THIS AGREEMENT EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENTS OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IF THAT THE JURY TRIAL WAIVER CONTAINED IN THIS AGREEMENT SHALL BE HELD OR DEEMED TO BE UNENFORCEABLE, EACH PARTY HERETO HEREBY EXPRESSLY AGREES TO SUBMIT TO JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1 ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER FOR WHICH A JURY TRIAL WOULD OTHERWISE BE APPLICABLE OR AVAILABLE. PURSUANT TO SUCH JUDICIAL REFERENCE, THE PARTIES AGREE TO THE APPOINTMENT OF A SINGLE REFEREE AND SHALL USE THEIR BEST EFFORTS TO AGREE ON THE SELECTION OF A REFEREE. IF THE PARTIES ARE UNABLE TO AGREE ON A SINGLE REFEREE, A REFEREE SHALL BE APPOINTED BY THE COURT UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 640 TO HEAR ANY DISPUTES HEREUNDER IN LIEU OF ANY SUCH JURY TRIAL. SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE APPOINTED REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES IN THE APPLICABLE ACTION OR PROCEEDING, WHETHER OF FACT OR LAW, AND SHALL REPORT A STATEMENT OF DECISION THEREON; PROVIDED, HOWEVER, THAT ANY MATTERS WHICH WOULD NOT OTHERWISE BE THE SUBJECT OF A JURY TRIAL WILL BE UNAFFECTED BY THIS WAIVER AND THE AGREEMENTS CONTAINED**

IN THIS AGREEMENT. THE PARTIES HERETO HEREBY AGREE THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT HAVE BEEN FAIRLY NEGOTIATED ON AN ARMS-LENGTH BASIS, WITH BOTH SIDES AGREEING TO THE SAME KNOWINGLY AND BEING AFFORDED THE OPPORTUNITY TO HAVE THEIR RESPECTIVE LEGAL COUNSEL CONSENT TO THE MATTERS CONTAINED IN THIS AGREEMENT. ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY AND THE AGREEMENTS CONTAINED IN THIS AGREEMENT REGARDING THE APPLICATION OF JUDICIAL REFERENCE IF OF THE INVALIDITY OF SUCH JURY TRIAL WAIVER.

14.9 Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.

14.10 Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

14.11 Further Assurances. In addition to the actions recited in this Agreement and contemplated to be performed, executed, and/or delivered by Seller and Buyer, during the term of this Agreement and after the Closing, Seller and Buyer agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, instruments, deeds, and assurances as may be reasonably required to consummate the transaction contemplated hereby. In furtherance of the foregoing, so long as Buyer is not in default under the terms of this Agreement, Seller will cooperate, as reasonably needed, and at no cost to Seller, in Buyer's due diligence review process, which shall include but not be limited to Seller's consent to Buyer's unrestricted access to agencies, representatives, tenants, consultants and other parties familiar with the Property and the execution and delivery of such applications or other documents as reasonably requested by Buyer.

14.12 Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the Party causing the Agreement to be written. The Parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel. If any words or phrases in this Agreement have been stricken, whether or not replaced by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.

14.13 Attorneys' Fees. If either Party brings an action or proceeding against the other Party to enforce or interpret any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing Party in such action or proceeding shall be awarded all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees (including fees for a Party's use of in-house counsel), charges, disbursements, and the fees and costs of expert witnesses. If any Party secures a judgment in any such action or proceeding, then any costs and

expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing Party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment. This Section shall survive Closing and any earlier termination of this Agreement.

14.14 Business Days. As used in this Agreement, the term "**Business Day**" shall mean a day that is not a Saturday, Sunday, or legal holiday. If that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if that the day for the performance of any covenant or obligation under this Agreement involving Escrow Agent shall fall on a Business Day on which Escrow Agent is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Agent is open for business to the public.

The Parties have executed this Agreement as of the day and year first written above.

SELLER:

THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California

By: _____
Paul W. Foster, Chairman

ATTEST:

_____
Arthur Samuel Irwin, Jr.

BUYER:

REDLANDS FOOD HALL, LP, a California limited liability partnership

By: Arteco Management LLC
Its: General Partners

By:_____
Gerald V Tessier
Its: Manager

ESCROW AGENT:

The undersigned Escrow Agent hereby accepts the foregoing Purchase and Sale Agreement and Joint Escrow Instructions, agrees to act as Escrow Agent under this Agreement in strict accordance with its terms, agrees to insert as the "Agreement Date" on page 1 of this Agreement, if not otherwise dated, the latest date this Agreement was signed by Seller and Buyer and delivered to Escrow Agent, and agrees to comply with the applicable provisions of the Internal Revenue Code with respect to the transactions contemplated hereby.

TICOR TITLE COMPANY OF CALIFORNIA
TITLE INSURANCE COMPANY

Date:_____

By:_____
Name: Loretta Hovey
Title: Escrow Agent

LIST OF EXHIBITS

EXHIBIT "A"	**LEGAL DESCRIPTION**
EXHIBIT "B"	**GRANT DEED**
EXHIBIT "C"	**NON-FOREIGN AFFIDAVIT**
EXHIBIT "D"	**GENERAL ASSIGNMENT**

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

(See following page)

EXHIBIT A

PARCEL NO. 1:

THAT PORTION OF BLOCK "D", CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 PAGE 57 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 367 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 29;
THENCE NORTH 33.5 FEET;
THENCE WEST 138 FEET;
THENCE SOUTH 33.5 FEET;
THENCE EAST TO THE POINT OF BEGINNING.

PARCEL NO. 2:

LOTS 1, 3, 5, 7, 9, 11, BLOCK "D", CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 PAGE 57 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL NO. 3:

THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 28, BLOCK 77 OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 PAGE 2 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ORANGE STREET, WHICH SAID POINT IS 342.25 FEET NORTH AND 10 FEET WEST OF THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH 1/2 OF SAID LOT 28;
THENCE NORTH ON THE WEST LINE OF SAID ORANGE STREET, 60 FEET;
THENCE WEST 320 FEET;
THENCE SOUTH 60 FEET;
THENCE EAST 320 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 28, BLOCK 77 OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 PAGE 2 OF MAPS, RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ORANGE STREET, WHICH SAID POINT IS 242.25 FEET NORTH AND 10 FEET WEST OF THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH 1/2 OF SAID LOT 28;
THENCE NORTH ON THE WEST LINE OF SAID ORANGE STREET, 100 FEET;
THENCE WEST 320 FEET;
THENCE SOUTH 100 FEET;
THENCE EAST 320 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

GRANT DEED

RECORDING REQUESTED BY:

Ticor Title Company of California Title Insurance Company

WHEN RECORDED MAIL TO:

REDLANDS FOOD HALL, LP
281 S Thomas Street, Ste. 504
Pomona, CA 91766
Attention: Gerald V Tessier

(Space Above for Recorder's Use)

APN Numbers 0169-281-47, 48, 49 and 50.

GRANT DEED

The undersigned Grantor declares that Documentary Transfer Tax is not shown pursuant to Section 11932 of the California Revenue and Taxation Code, as amended.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California,** (the "**Grantor**"), hereby grants to, REDLANDS FOOD HALL, LP a California limited liability partnership, the real property in the City of Redlands, County of San Bernardino, State of California, described in **Exhibit "A"** attached to and incorporated in this Agreement by this reference.

THIS GRANT AND CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD.

[signature page follows]

MAIL TAX STATEMENTS TO:
REDLANDS FOOD HALL, LP
281 S Thomas Street, Ste. 504
Pomona, CA 91766
Attention: Gerald V Tessier

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed as of 12/7/16, 2016.

GRANTOR:

THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California,

By: _____

Paul W. Foster, Chairman

ATTEST:

_____

Arthur Samuel Irwin, Jr.

A notary public or other officer completing this certificate verified 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)
) ss.
COUNTY OF SAN BERNARDINO

On Dec. 7, 2016, 2016, before me, J.R. McCasland Notary Public, Notary Public, personally appeared Paul Wesley Foster and Arthur Samuel Elrwin, 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.

L. R. MCCASLAND
Commission # 2143166
Notary Public - California
Riverside County
My Comm. Expires Feb 19, 2020

J.R. McCasland
Notary Public
In and For Said County and State

Document No. _____

Recorded _____, 2016

STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION NOT BE MADE A PART OF THE PERMANENT RECORD IN THE OFFICE OF THE COUNTY RECORDER (PURSUANT TO SECTION 11932 REVENUE AND TAXATION CODE)

TO: Recorder
County of San Bernardino

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act that the amount of the tax due not be shown on the original document which names:

Grantor: THE CITY OF REDLANDS SUCCESSOR AGENCY,

Grantee: **REDLANDS FOOD HALL, LP**, a California limited partnership

The property described in the accompanying document is located in the City of Redlands, County of San Bernardino.

The amount of tax due on the accompanying document is $_____, computed on the full value of the property conveyed.

(Signature of Grantor or Agent)

THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California

By: _____
Paul W. Foster, Chairman

ATTEST:

_____
Arthur Samuel Irwin, Jr.

Note: After the permanent record is made, this form will be affixed to the conveying document and returned with it.

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

STATE OF CALIFORNIA

County of San Bernardino

The undersigned, as authorized agent of THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California ("**Transferor**"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform **REDLANDS FOOD HALL, LP**, a California limited partnership ("**Transferee**"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;

2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. taxpayer identification number is: 95-6000766;

4. Transferor's business address is: P.O. Box 3005, Cajon Street, Redlands, CA 92373.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this Agreement could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

TRANSFEROR:

THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California

By: _____
Paul W. Foster, Chairman

ATTEST:

_____
Arthur Samuel Irwin, Jr.

A notary public or other officer completing this certificate verified 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)
) ss.
COUNTY OF San Bernardino)

On Dec. 7, 2016, before me, L. R. McCasland, Notary Public, personally appeared Paul Wesley Foster & Arthur Samuel Elrac, 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.

L. R. MCCASLAND
Commission # 2143166
Notary Public - California
Riverside County
My Comm. Expires Feb 19, 2020

L. R. McCasland
Notary Public
In and For Said County and State

EXHIBIT "D"

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is executed as of the 6th day of December, 2016, by THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California ("**Assignor**"), to and for the benefit of, **REDLANDS FOOD HALL, LP**, a California limited partnership ("**Assignee**").

Contemporaneously with this Assignment, Assignee is acquiring from Assignor certain real property described in **Exhibit "A"** attached to this Assignment (the "**Land**"), together with all of Assignor's right, title, and interest in and to: (a) all improvements on the Land (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land (collectively, the "**Real Property**");

In connection with the foregoing acquisition, Assignor desires to transfer and assign to Assignee all of Assignor's right, title, and interest in and to certain items and rights applicable or relating thereto, all as provided in this Assignment.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, transfers, and assigns unto Assignee all of Assignor's right, title, and interest in and to that certain intangible property owned by Assignor or used by Assignor in connection with all or any portion of the Real Property, including, without limitation, all of Assignor's right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications (including, without limitation, CAD files), and development rights and credits relating to the Real Property, (b) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property, excluding therefrom any books, records, documents and other instruments relating solely to the ordinary course of the agricultural and family use of the Real Property; (c) all transferable architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements affecting any portion of the Real Property; (d) all credits (including, without limitation, water meter fee credits), reimbursements and refunds of any fees and/or deposits paid in connection with the Real Property; and (e) all transferable guarantees, warranties, claims and causes of action relating to all or any portion of the Real Property, and Assignor agrees not to release, waive, or alter the liability of any persons providing such guarantees, warranties, claims or causes of action from and after the date of this Assignment.

This Assignment is binding upon the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to evidence the assignment contained in this Agreement.

This Assignment shall be governed by and interpreted under the laws of the State of California, without regards to its principles of conflict of laws.

ASSIGNOR:

THE CITY OF REDLANDS SUCCESSOR AGENCY, a political subdivision of the State of California

By: _____
Paul W. Foster, Chairman

ATTEST:

_____
Arthur Samuel Irwin, Jr.

EXHIBIT "A" TO GENERAL ASSIGNMENT

LEGAL DESCRIPTION

(See Following Page)

EXHIBIT A

PARCEL NO. 1:

THAT PORTION OF BLOCK "D", CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 PAGE 57 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 367 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 29;
THENCE NORTH 33.5 FEET;
THENCE WEST 138 FEET;
THENCE SOUTH 33.5 FEET;
THENCE EAST TO THE POINT OF BEGINNING.

PARCEL NO. 2:

LOTS 1, 3, 5, 7, 9, 11, BLOCK "D", CENTRAL TOWNSITE, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8 PAGE 57 OF MAPS, RECORDS OF SAID COUNTY.

PARCEL NO. 3:

THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 28, BLOCK 77 OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 PAGE 2 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ORANGE STREET, WHICH SAID POINT IS 342.25 FEET NORTH AND 10 FEET WEST OF THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH 1/2 OF SAID LOT 28;
THENCE NORTH ON THE WEST LINE OF SAID ORANGE STREET, 60 FEET;
THENCE WEST 320 FEET;
THENCE SOUTH 60 FEET;
THENCE EAST 320 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:

THE WEST 25 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 28, BLOCK 77 OF THE RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 PAGE 2 OF MAPS, RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ORANGE STREET, WHICH SAID POINT IS 242.25 FEET NORTH AND 10 FEET WEST OF THE SOUTHEAST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTH 1/2 OF SAID LOT 28;
THENCE NORTH ON THE WEST LINE OF SAID ORANGE STREET, 100 FEET;
THENCE WEST 320 FEET;
THENCE SOUTH 100 FEET;
THENCE EAST 320 FEET TO THE POINT OF BEGINNING.

City Council Meeting **K. 3.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8610 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program prepared for the proposed Sunset Reservoir Replacement Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motion is provided:

I move to approve Resolution No. 8610.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8610 to adopt a Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program for the proposed Sunset Reservoir Replacement Project in accordance with Section 15074 of the California Environmental Quality Act Guidelines.

DISCUSSION:

Project Location:

The proposed Sunset Reservoir Replacement Project (Project) site is located in the City of Redlands (City) in San Bernardino County, California. The Project is situated south of Helen Drive in the City. The existing City reservoir is located west of Helen Court. The proposed reservoirs will be located east of the existing reservoir on an approximately twenty-two (22) acre site. Both the existing reservoir and Project site are on City property. The City owns and manages the following parcels:

- APN 0300-451-13: 3.20 Acres
- APN 0300-451-14: 2.50 Acres
- APN 0300-451-24: 8.57 Acres
- APN 0300-451-25: 7.78 Acres

The Project site is accessible from Helen Court along Helen Drive. Helen Drive is located south of Sunset Drive South. Sunset Drive South becomes Alta Vista Drive to the east. Helen Court is a publicly accessed road. Interstate 10 (I-10) is located approximately one (1) mile to the north-east.

Project Description:

The City of Redlands Municipal Utilities and Engineering Department proposes the construction of two (2) new partially buried potable water reservoirs with approximately fourteen (14) million gallons (MG) of total storage capacity on City property, adjacent to the existing three (3) MG reservoir. The Project is proposed to be constructed on parcels 0300-451-25 and 0300-451-14, which will cover approximately forty-six percent (46%) of the four (4) City-owned parcels at this location. The Project site will be accessed by an asphalt and gravel driveway from Helen Court and two (2) parking spaces will be installed for maintenance access. The site will remain unmanned. Maintenance will occur on a monthly and as-needed basis by City employees. Landscaping will be maintained by the City. The existing water reservoir will continue to function during construction of the new reservoir(s). Once operational, the existing reservoir will be removed.

Project construction will require multiple workers using equipment such as loaders, pick-up trucks, backhoes, water trucks for dust suppression, cranes, asphalt paving equipment, and excavators. Project materials will be staged within the existing vacant parcels currently managed by the City. Construction of the Proposed Project includes, but is not limited to, excavation and grading to construct water reservoir pads and internal driveways, construction of the two (2) new partially buried potable water reservoirs and ancillary facilities such as a pump station and valve vaults. A retaining wall and security fence will be installed to secure the Project site. Architectural coatings will be added to the reservoirs to blend with the existing environment.

Summary of Cultural Resources Investigations:

To identify cultural resources that could be affected by the Project, various environmental investigations were conducted by the City's environmental Consultant, the Chambers Group (Chambers). Chambers requested and reviewed records from the California Historical Resources Information System (CHRIS) South-Central Coastal Information Center (SCCIC) at California State University, Fullerton. The SCCIC provided the requested records on April 11, 2023, which included information about documented cultural resources and previous archaeological investigations within the study area. Resources

consulted during the records search conducted by the SCCIC included the NRHP, California Historical Landmarks (CHL), California Points of Historical Interest (CPHI), California Department of Transportation (Caltrans) Historic Highway Bridge Inventory, the California State Historic Resources Inventory, local registries of historic properties, and a review of available Sanborn Fire Insurance maps as well as historical photographs, maps, and aerial imagery. The task also included a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps. Additionally, the Chambers Group submitted a request to the Native American Heritage Commission (NAHC) for a review of the Sacred Land Files (SLF) for the Project site and surrounding vicinity. Based on the records on-file with the SCCIC, nine (9) cultural resource studies have previously been completed within the study area. Of these nine (9) reports, two (2) bisect the Project site. Additionally, two (2) previously recorded cultural resources are recorded within the study area. None are located within the Project site.

An intensive field inventory and survey of the Project area was completed on July 31, 2023. The survey consisted of a systematic surface inspection of the Project site areas that were safely accessible and visible. The Project site was transected at ten (10) meter intervals to ensure that any evidence of surface-exposed cultural materials and/or evidence of paleontological resources could be identified. No prehistoric resources were identified during the field survey.

Environmental Review:

The Chambers Group prepared an Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA). The IS/MND was made available for public review and comment for thirty (30) days as required (State Clearinghouse No. 2024040090) between April 2, 2024, to May 2, 2024. The Notice of Intent was published in the Sun Newspaper at the beginning of the public review period. The environmental documents were also made available for public review on the City's website at 'https://www.cityofredlands.org/environmental-documents'.

Mitigation Measures: The Initial Study recommends a Mitigated Negative Declaration with fifteen (15) mitigation measures which pertain to Biological Resources, Cultural Resources, Paleontological Resources, and Tribal Cultural Resources. Most mitigation measures pertain to the construction phase of the project (e.g., construction activities, site improvements, or construction materials) and there are no aspects of the Project after construction that will require ongoing future monitoring for CEQA purposes. The mitigation measures will ensure that the effects of the Project will remain less than significant and are summarized in the Mitigation Monitoring and Reporting Program within the IS/MND.

After mitigation, no significant effects are anticipated, and the recommended

mitigation measures will be incorporated into the Project construction phase. There is no substantial evidence of any potentially significant environmental effects as a result of the Project, and a Mitigated Negative Declaration is the appropriate environmental determination.

Public Comments: In accordance with the California Environmental Quality Act (CEQA) Guidelines, the draft IS/MND was posted for public review and comment from April 2, 2024, to May 2, 2024. During the thirty (30) day comment period, no comments were received.

ALTERNATIVES:

City Council may deny the staff recommendation. However, this will prevent the City from acquiring the Division of Drinking Water Domestic Water Supply Permit necessary to engineer and construct the project.

STRATEGIC PLAN:

Priority D, Strategic Objective 3 - Infrastructure. Develop and implement Water and Wastewater Utility Master Plans to ensure facilities are improved and maintained to meet the needs of our expanding community

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with this action.

Attachments

A. Resolution No. 8610
B. Initial Study/ Mitigated Negative Declaration
C. Mitigation Monitoring/Reporting Program

RESOLUTION NO. 8610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING/REPORTING PROGRAM FOR THE PROPOSED SUNSET RESERVOIR REPLACEMENT PROJECT LOCATED ON APN: 0300-451-13; 0300-451-14; 0300-451-24; 0300-451-25.

WHEREAS, an Initial Study and Mitigated Negative Declaration ("MND") for the proposed Sunset Reservoir Replacement Project ("Project") was prepared for the City of Redlands which was circulated for public review for a period of thirty days beginning on April 2, 2024, and ending on May 2, 2024;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. CEQA Compliance. The City Council has reviewed and considered the information contained in the Initial Study and MND, related technical studies and analyses, acknowledgement that no public comments received, and determines that the MND and related documents contain a complete and accurate reporting of the environmental impacts and mitigation measures associated with the Project.

Section 2. Independent Judgment of Lead Agency. The City Council has exercised independent judgment and analysis in accordance with Public Resources Code Section 21082.1(c)(3) in that the City Council analyzed the MND and accompanying technical studies/reports and finds that the MND reflects the independent judgment and analysis of the City.

Section 3. Adoption of Mitigated Negative Declaration. The City Council finds on the basis of the whole record that there is no substantial evidence that the Project will have a significant effect on the environment, including mitigation measures and any Project design features, and hereby adopts the MND for the Project.

Section 4. Adoption of Mitigation Monitoring/Reporting Program. Pursuant to Public Resources Code section 21081.6, the City hereby adopts the Mitigation Monitoring/Reporting Program attached to the MND, and all mitigation measures are included as conditions of approval for the Project.

Section 5. Notice of Determination. The City Council hereby adopts the MND for the Project and the accompanying Mitigation Monitoring and Reporting Program and direct staff to file and post a Notice of Determination in accordance with the State CEQA Guidelines.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 16th day of July, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 16th day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
Sunset Reservoir Project
CITY OF REDLANDS, CALIFORNIA

Prepared for:

CITY OF REDLANDS
Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Prepared by:

CHAMBERS GROUP, INC.
3151 Airway Ave., Suite F208,
Costa Mesa, CA 92626
(949) 261-5414

June 2024

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SECTION 1.0 – INTRODUCTION

1.1 DRAFT INITIAL STUDY / MITIGATED NEGATIVE DECLARATION

On April 2, 2024, the City of Redlands (City) distributed the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Sunset Reservoir Project to public agencies and the general public. In accordance with the California Environmental Quality Act (CEQA) Section 21091 and State CEQA Guidelines Section 15073, a 30-day public review period for the Draft IS/MND was provided from April 2, 2024 to May 1, 2024. **The City Council will review the IS/MND for adoption on July 16, 2024, at its regularly scheduled meeting located at City's office located at 35 Cajon Street, Suite 15A, Redlands, California.**

1.2 AVAILABILITY OF THE NOI AND IS/MND

The NOI and the IS/MND were available for review at the following locations:

- City's office located at 35 Cajon Street, Suite 15A, Redlands, CA 92373
- https://www.cityofredlands.org/post/environmental-documents

SECTION 2.0 – PROJECT DESCRIPTION AND ENVIRONMENTAL SETTING

2.1 PROJECT PURPOSE AND BACKGROUND

The City of Redlands (City) is proposing to construct two new reservoir tanks (Proposed Project) to be located on Helen Court, near East Sunset Drive in the City (Project site). The Proposed Project will safeguard public health by expanding the capacities of the reservoirs to meet public drinking water demands, which is critical as the City continues to be impacted by multi-decade drought. The Proposed Project will allow the City to treat and store more water during wet periods for distribution during dry periods.

A Condition, Seismic, and Structural Assessment (Assessment) was completed for water facilities located throughout the City. The results of the Assessment included recommendations for rehabilitating and/or replacing facilities and adding facilities within the City to improve drought resiliency by increasing storage capacity. Based on the water needs of the City, the Project proposes to install two new above ground factory-coated bolt carbon steel tank with an approximately 14 million gallon (MG) total capacity. To construct the tanks, the City requires a permit from the California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) which requires California Environmental Quality Act (CEQA) documents to be submitted.

2.2 PROJECT LOCATION AND SITE CHARACTERISTICS

2.2.1 Project Site Location

The Project site is located south of Helen Drive in the City. The existing City reservoir is located west of Helen Court. The proposed tanks will be located east of the existing reservoir. Both the existing reservoir and Project site are within City property. The City owns and manages the following parcels:

- APN 0300-451-13: 3.20 Acres
- APN 0300-451-14: 2.50 Acres
- APN 0300-451-24: 8.57 Acres
- APN 0300-451-25: 7.78 Acres

The reservoir tanks will be located at parcel 0300-451-25 and 0300-451-14.

2.2.2 Project Site Access and Circulation

Project site access would be via Helen Court along Helen Drive. Helen Drive is located south of East Sunset Drive. East Sunset Drive becomes Alta Vista Drive to the east. Helen Court is a publicly accessed road. Interstate 10 (I-10) is located approximately 1 mile to the north.

2.2.3 General Plan/Zoning

The Project site is within the Highland-Canyons subarea within the City's sphere of influence. The site is zoned as Specific Plan 59 (SP 59) / Flood Plain (FP-1 - Flood Plain District) according to the City's Zoning Map and with a General Plan land use designation of Resource Preservation. SP 59, also known as the Sector 8 Specific Plan, is located within the central portion of the southeast General Plan Amendment. Land uses within SP 59 were noted as single family residential and open space.

The land use designation of Resource Preservation limits the use in areas that possess a unique character and fragile ecology that have prime resources for water conservation, wildlife preservation, open space recreation, and agriculture. Limited permitted uses include public utilities.

Land area to the immediate north, east, and south are zoned as SP 59. To the immediate west, the parcels are zoned as Single-Family Residential, Rural Residential District (R-R). General plan land uses to the west, south, and east are designated as Resource Preservation, and to the north as Very Low Density Residential.

2.3 PROJECT DESCRIPTION

The City of Redlands Municipal Utilites and Engineering Department proposes the construction of two new above ground factory-coated bolt carbon steel tank with an approximately 14 MG total capacity on City property, adjacent to the existing reservoir. The Proposed Project will develop on parcels 0300-451-25 and 0300-451-14, which will cover approximately 46% of the total City-owned parcels.

2.3.1 Parking and Hardscape

One driveway will connect the existing water tank and Helen Court. The driveway will be constructed utilizing asphalt/gravel. Two parking spaces will be installed for maintenance purposes. The site will remain unmanned.

2.3.2 Operations and Ongoing Maintenance

Maintenance will occur on a monthly and as-needed basis by City employees. Landscaping will be maintained by the City. The existing water tank will continue to function while the new reservoir tanks are constructed; once operational the existing water tank would cease operations.

2.3.3 Construction

Construction of the Proposed Project will require multiple workers using equipment such as loaders, pick-up trucks, backhoe, water truck for dust suppression, crane, asphalt paver, and excavators. Project materials will be staged within the existing vacant parcels currently managed by the City. Construction of the Proposed Project include, but are not limited to, excavation and grading to construct water tank pads and internal driveways, construction of two new above ground factory-coated bolt carbon steel tank with an approximately 14 MG total capacity and ancillary facilities such as a pump station, and valve vaults. A retaining wall with chain link fence will be installed to surround the reservoir. Architectural coatings will be added for the tanks to blend with the existing environment.

Construction Schedule

The Project is expected to break ground in 2024 and be completed by 2025. Construction activities will take place from 7:00 a.m. to 6:00 p.m. Monday through Saturday. No construction work will occur on Sundays or holidays per the City's Community Noise Control section Chapter 8.06 of the Municipal Code.

2.4 REQUIRED PERMITS AND APPROVALS

Reviewing Agencies include those agencies that do not have discretionary authority but may review the Initial Study, Environmental Impact Report (EIR), and/or Negative Declaration for adequacy and accuracy. Responsible Agencies have discretionary approval authority for a project. Potential Reviewing Agencies

and Responsible Agencies include the following:

Responsible Agencies

- California State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW)

Reviewing Agencies

- South Coast Air Quality Management District (SCAQMD)
- Native American Heritage Commission (NAHC), and tribes requesting consultation

2.4.1 Permits and Approvals

The following permits and approvals may be required prior to construction of the Project:

- Site Plan review
- Grading Permit
- Building Permit
- Compliance with National Pollutant Discharge Elimination System (NPDES) Construction General Permit by the Regional Water Quality Control Board (RWQCB)

Figure 1 - Project Vicinity Map

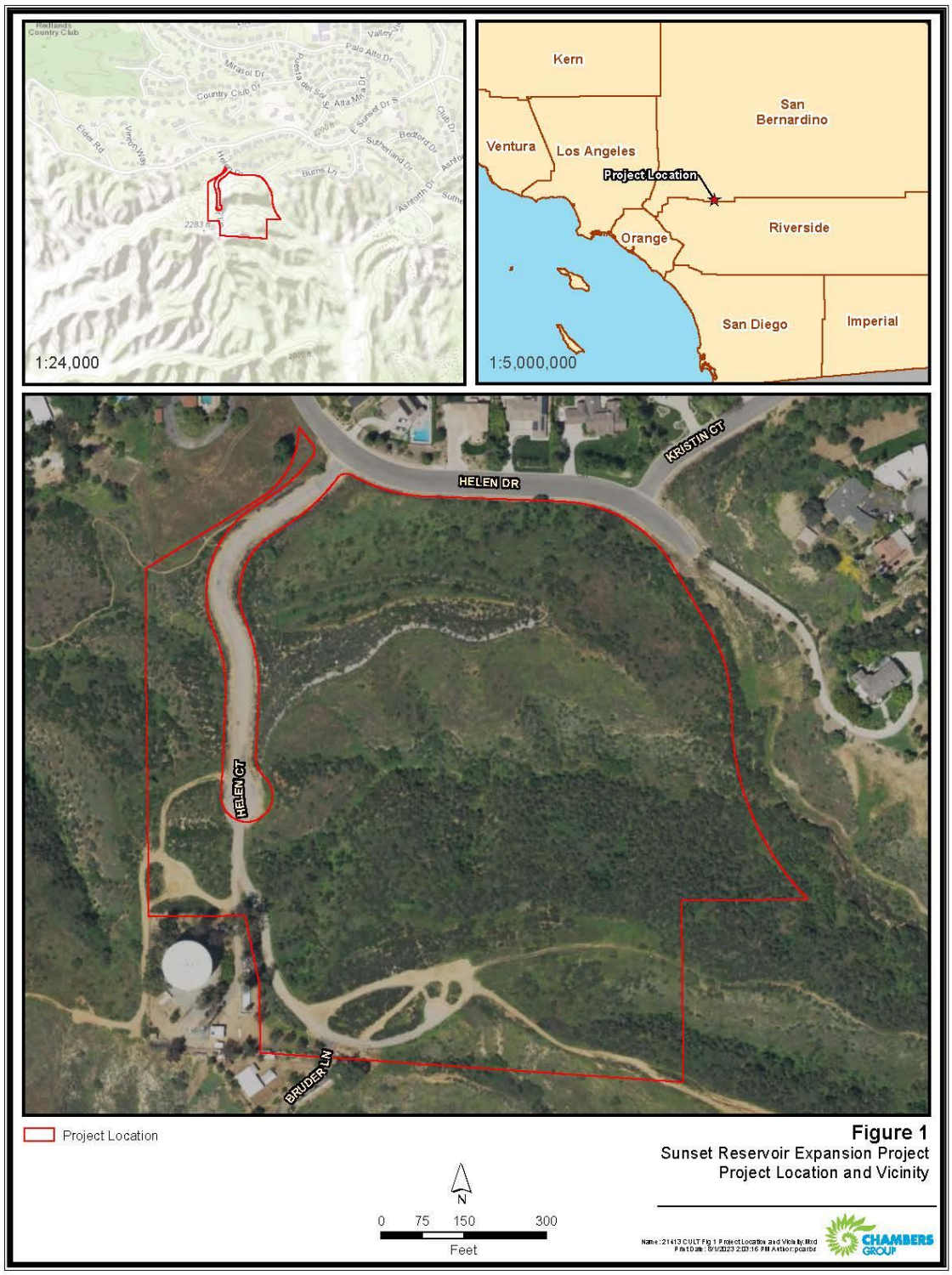
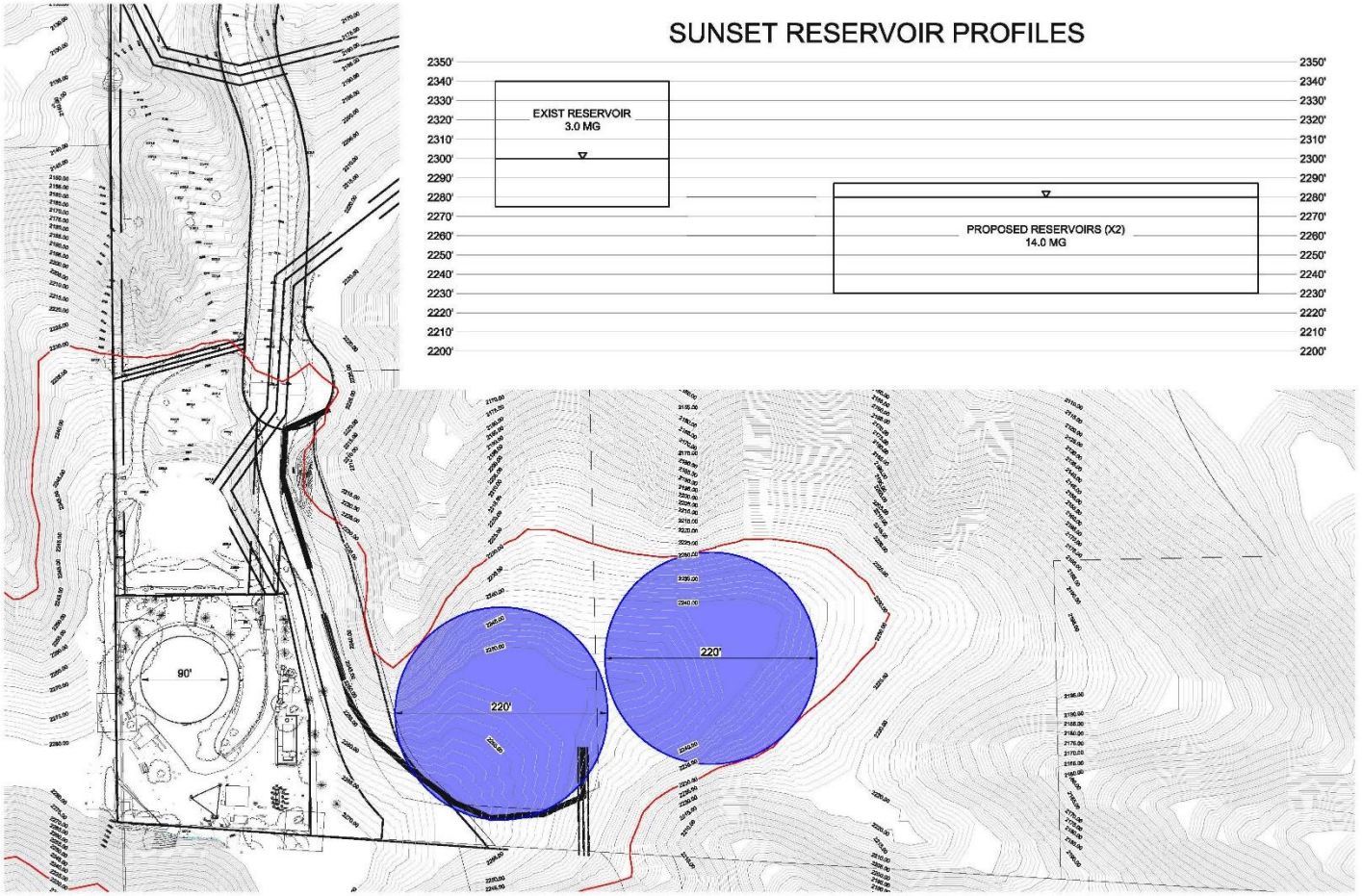


Figure 2 – Preliminary Concept



NOT TO SCALE

Figure 2
Sunset Reservoir Expansion Project
Preliminary Concept

SECTION 3.0 – FINDINGS

An Initial Study has been prepared to assess the Proposed Project's potential impacts on the environment and the significance of those impacts and was incorporated in the Draft MND. Based on this Initial Study, it has been determined that the Proposed Project would not have any significant impacts on the environment once all proposed mitigation measures have been implemented. This conclusion is supported by the following findings:

- No potential was found for adverse impacts on Mineral Resources, Population and Housing, and Recreation, associated with the Proposed Project.

- Potential adverse impacts resulting from the Proposed Project were found to be less than significant in the following areas: Aesthetics, Agriculture and Forestry Resources, Air Quality, Energy, Geology and Soils (excluding paleontological resources), Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Public Services, Transportation, Utilities and Service Systems and Wildfire.

- Full implementation of the proposed mitigation measures included in this MND would reduce potential project-related adverse impact on Biological Resources, Cultural Resources, Geology and Soils (paleontological resources), and Tribal Cultural Resources to a less than significant level.

SECTION 4.0 – MITIGATION MEASURES

The following mitigation measures have been incorporated into the scope of work for the Proposed Project and will be fully implemented by the City to avoid or minimize adverse environmental impacts identified in this MND. These mitigation measures will be included in the Mitigation Monitoring and Reporting Program (MMRP) prepared for this Project.

BIO-1: The Project site has low to moderate potential to have the following special status plant species to be present on-site: slender-horned spineflower (*Dodecahema leptoceras*), chaparral sand-verbena (*Abronia villosa* var. *aurita*), Jaeger's milk-vetch (*Astragalus pachypus* var. *jaegeri*), mesa horkelia (*Horkelia cuneata* var. *puberula*), Hall's monardella (*Monardella macrantha* subsp. *hallii*), Brand's star phacelia (*Phacelia stellaris*), chaparral ragwort (*Senecio aphanactis*), Parry's spineflower (*Chorizanthe parryi* var. *parryi*), and Santa Ana River woollystar (*Eriastrum densifolium* subsp. *sanctorum*).

Therefore, a qualified botanist must be retained by the Project applicant to conduct a protocol level focused plant survey prior to construction at the location of the water tanks to identify if any special status plant species are present on site. The focused plant survey shall be conducted during the appropriate blooming period or when each species is conspicuous and readily identifiable by a qualified botanist. If any special status plant species are observed, they will be mapped, counted, and recorded.

When feasible, construction activities will avoid impacts to the areas with special status plant species if found. The special status plants identified shall be protected by a buffer zone established by a qualified botanist prior to construction. If the qualified botanist determines that the special status plants cannot be avoided and a buffer zone cannot be established, then further mitigation for the impacted species will be required. This may include payment of an in-lieu fee, preservation of suitable habitat elsewhere off the Project site, collection of seeds, transplanting, or another form of mitigation as approved by the resource agencies.

BIO-2: To minimize potential impacts to nesting birds protected under the Migratory Bird Treaty Act (MBTA) within the Project, construction activities shall take place outside nesting season (February 1 to August 31) to the greatest extent practicable.

If construction activities must occur during nesting season, a preconstruction nesting bird survey shall be conducted prior to initiation of ground-disturbing activities. The survey shall be completed within 14 days prior to ground disturbing activities which consists of but are not limited to tree removal, trenching, and grading. The survey shall be scheduled with and conducted by a qualified biologist in coordination with the City and onsite construction manager.

During the survey, should nesting birds or their nests be encountered a minimum buffer zone around occupied nests should be determined by a qualified biologist to avoid impacts to the active nest. The buffer shall range at a minimum of 100 to 300 feet. The buffer should be maintained during physical ground-disturbing activities. Avoidance

measures shall be implemented if the biologist finds that they are required to not impact the nests including but not limited to noise, activity, and design modifications, worker education, signage, buffers and/or temporary fencing. Once the biologist has determined that the nesting has ceased and the nestlings have fledged, the buffer may be removed.

CUL-1: The City shall retain the services of a Qualified Archaeologist, meeting the Secretary of the Interior Standards, or County requirements, whichever is the greater. The Qualified Archaeologist shall remain on-call throughout the Project. Upon approval or request by the City, a cultural resources mitigation plan (CRMP) outlining procedures for cultural resources monitoring, mitigation, treatment, and data recovery of any unanticipated discovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the CRMP shall include consultations with the City as well as a requirement that the curation of any significant cultural resources recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised.

CUL-2: In the event of the discovery of previously unidentified and/or potential cultural resources, the City, and/or its Contractor, shall immediately cease all work activities within an area of not less than 50 feet of the discovery. The City or its Contractor shall immediately contact the City and the City-retained on-call Qualified Archaeologist. Except in the case of cultural items that fall within the scope of the California Health and Safety Code 7050.5, CEQA Section 15064.5, or California PRC Section 5097.98, the discovery of any cultural resource within the Project site shall not be grounds for a project-wide "stop work" notice or otherwise interfere with the Project's continuation except as set forth in this mitigation measure. Additionally, any consulting Native American Tribal groups that requested notification of any unanticipated discovery of cultural resources on the Project shall be notified and included in subsequent consultation appropriately. In the event of an unanticipated discovery of cultural resources during construction, the City-retained Qualified Archaeologist shall evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If a CRMP is prepared for the Project, the protocols for mitigation or treatment of cultural resources will be implemented. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program.

CUL-3: If cultural resources are encountered during the Project, the Qualified Archaeologist shall prepare a report summarizing any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the South Central Coastal Information Center (SCCIC), as required.

PAL-1: Prior to issuance of a grading permit, the City shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground disturbing construction activity. The paleontologist selected must be approved by the City. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project

and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the District's Engineering Geologist as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the District accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.

PAL-2: At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.

TCR-1: Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Services Agreement with the Morongo Band of Mission Indians (MBMI) for the Project. The Tribal Monitor shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources.

TCR-2: Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, the Applicant shall retain a Qualified Archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The Archaeologist shall be present during all ground disturbing activities to identify any known or suspected archaeological and/or cultural resources. The Archaeologist will conduct a Cultural Resource Sensitivity Training, in conjunction with the Tribe[s] Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative. The training session will focus on the archaeological and tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.

TCR-3: Prior to any ground-disturbing activities the project Archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the consulting Tribe[s] and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all

pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.

TCR-4: The retained Qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.

TCR-5: During all ground-disturbing activities the Qualified Archaeologist and the Tribal Monitor shall be onsite full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Archaeological and Tribal Monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.

TCR-6: In the event that previously unidentified cultural resources are unearthed during construction, the Qualified Archaeologist and the Tribal Monitor shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.

If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the Qualified Archaeologist and Tribal Monitor[s]. The Archaeologist shall notify the City and consulting Tribe[s] of said discovery. The Qualified Archaeologist, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the Qualified Archaeologist in consultation with the Tribe[s] and the Tribal Monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference:

A. Full avoidance.
B. If avoidance is not feasible, Preservation in place.
C. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction.
D. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1)

TCR-7: The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the consulting Tribe[s].

A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected; project personnel/observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and Public Resources Code (PRC) § 5097.98.

B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5.

C. The Native American Heritage Commission shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98

D. If the Morongo Band of Mission Indians has been named the MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department.

TCR-8: The final report[s] created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the Eastern Information Center, and the Consulting Tribe[s].

SECTION 5.0 – CIRCULATION

On April 2, 2024, the City of Redlands circulated a Notice of Intent to Adopt a Mitigated Negative Declaration and Initial Study to responsible agencies, trustee agencies, interest groups, and the general public. In accordance with the California Environmental Quality Act (CEQA) Section 21091 and State CEQA Guidelines Section 15073, a 30-day public review period for the IS/MND was provided from April 2, 2024 to May 1, 2024. The NOI was published in *The Sun* newspaper at the beginning of the public review period. Copies of the Initial Study, Mitigated Negative Declaration and supporting materials were made available for review at the City's office located at 35 Cajon Street, Suite 15A, Redlands, CA 92373 or on line on the City's website at: https://www.cityofredlands.org/post/environmental-documents.

During the 30-day comment period, no comments were received.

SECTION 6.0 – RESPONSE TO COMMENTS

CEQA Guidelines Section 15204 (b) outlines parameters for submitting comments and reminds persons and public agencies that the focus of review and comment of negative declarations should be, "on the proposed finding that the project will not have a significant effect on the environment. If persons and public agencies believe that the project may have a significant effect, they should: (1) Identify the specific effect; (2) Explain why they believe the effect would occur, and; (3) Explain why they believe the effect would be significant."

CEQA Guidelines Section 15204 (c) further advises, "Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence." Section 15204 (d) also states, "Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility." Section 15204 (e) states, "This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section."

In accordance with Public Resources Code 21092.5 (b) of the CEQA Guidelines, the lead agency shall notify any public agency which comments on a negative declaration of the public hearing or hearings, if any, on the project for which the negative declaration was prepared. If notice to the commenting public agency is provided pursuant to Section 21092, the notice shall satisfy the requirement of this subdivision.

SECTION 7.0 – MITIGATED NEGATIVE DECLARATION

This document, along with the Draft Initial Study/Mitigated Negative Declaration; Mitigation Monitoring and Reporting Program; and the Notice of Determination, constitute the Final Mitigated Negative Declaration for the Sunset Reservoir Project in the City of Redlands.

Pursuant to Section 21082.1 of the California Environmental Quality Act, the City of Redlands has independently reviewed and analyzed the Initial Study and Mitigated Negative Declaration for the Proposed Project and finds that these documents reflect the independent judgment of the City of Redlands. The City, as lead agency, also confirms that the project mitigation measures detailed in these documents are feasible and will be implemented as stated in the MND and MMRP.

_____ _____

Signature Date

APPENDIX A – AIR QUALITY and GREENHOUSE EMISSIONS REPORT

AIR QUALITY AND GREENHOUSE GAS EMISSIONS IMPACT ANALYSIS

SUNSET RESERVOIRS PROJECT

CITY OF REDLANDS

Lead Agency:

City of Redlands
Municipal Utilities & Engineering
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Project No. 22048

October 2, 2023

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ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AQMP	Air Quality Management Plan
BACT	Best Available Control Technology
BSFC	Brake Specific Fuel Consumption
CAAQS	California Ambient Air Quality Standards
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
CAPCOA	California Air Pollution Control Officers Association
CARB	California Air Resources Board
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFCs	chlorofluorocarbons
Cf_4	tetrafluoromethane
C_2F_6	hexafluoroethane
CH_4	Methane
City	City of Redlands
CO	Carbon monoxide
CO_2	Carbon dioxide
CO_2e	Carbon dioxide equivalent
DPM	Diesel particulate matter
EPA	Environmental Protection Agency
ºF	Fahrenheit
FTIP	Federal Transportation Improvement Program
GHG	Greenhouse gas
GWP	Global warming potential
HAP	Hazardous Air Pollutants
HFCs	Hydrofluorocarbons
IPCC	International Panel on Climate Change
kWhr	kilowatt-hour
LCFS	Low Carbon Fuel Standard
LST	Localized Significant Thresholds

MATES	Multiple Air Toxics Exposure Study
$MMTCO_2e$	Million metric tons of carbon dioxide equivalent
MPO	Metropolitan Planning Organization
MWh	Megawatt-hour
NAAQS	National Ambient Air Quality Standards
NO_x	Nitrogen oxides
NO_2	Nitrogen dioxide
OPR	Office of Planning and Research
Pfc	Perfluorocarbons
PM	Particle matter
PM10	Particles that are less than 10 micrometers in diameter
PM2.5	Particles that are less than 2.5 micrometers in diameter
PPM	Parts per million
PPB	Parts per billion
PPT	Parts per trillion
RTIP	Regional Transportation Improvement Plan
RTP/SCS	Regional Transportation Plan/Sustainable Communities Strategy
SB	Senate Bill
SCAQMD	South Coast Air Quality Management District
SCAG	Southern California Association of Governments
SF_6	Sulfur Hexafluoride
SIP	State Implementation Plan
SO_x	Sulfur oxides
TAC	Toxic air contaminants
UNFCCC	United Nations' Framework Convention on Climate Change
VOC	Volatile organic compounds

1.0 INTRODUCTION

1.1 Purpose of Analysis and Study Objectives

This Air Quality and Greenhouse Gas (GHG) Emissions Impact Analysis has been completed to determine the air quality and GHG emissions impacts associated with the proposed Sunset Reservoirs project (proposed project). The following is provided in this report:

- A description of the proposed project;
- A description of the atmospheric setting;
- A description of the criteria pollutants and GHGs;
- A description of the air quality regulatory framework;
- A description of the GHG emissions regulatory framework;
- A description of the air quality and GHG emissions thresholds including the California Environmental Quality Act (CEQA) significance thresholds;
- An analysis of the conformity of the proposed project with the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan (AQMP);
- An analysis of the short-term construction related and long-term operational air quality and GHG emissions impacts; and
- An analysis of the conformity of the proposed project with all applicable GHG emissions reduction plans and policies.

1.2 Site Location and Study Area

The project site is located south of Helen Drive in the City of Redlands (City). There is an existing City reservoir tank located on the west side of Helen Court and the proposed reservoir tanks would be located on the east side of Helen Court on parcels APN 0300-451-25 (7.78 acres) and APN 0300-451-14 (2.50 acres) that total 10.28 acres and are currently vacant. The project site is bounded by vacant land and Helen Drive to the north, vacant land to the east, a single-family home to the south, and Helen Court and the existing reservoir tank to the west. The project local study area is shown in Figure 1.

Sensitive Receptors in Project Vicinity

The nearest sensitive receptor to the project site is a single-family home that is located as near as 280 feet south of the area that would be disturbed as part of the proposed project. There are also single-family homes as near as 730 feet northeast and 780 feet north of the area that would be disturbed as part of the proposed project.

1.3 Proposed Project Description

The City of Redlands Municipal Utilities and Engineering Department proposes the construction of two new above ground 220 foot diameter factory-coated bolt carbon steel tanks that with an approximately 14 million gallon (MG) total capacity from both tanks. To provide uninterrupted water service to its users during the demolition, the City will keep its existing 3 MG reservoir active. It is anticipated that

approximately 6.2 acres of the two parcels that total 10.28 acres will be disturbed as part of the proposed project. The proposed site plan is shown in Figure 2.

One driveway will connect the existing water tank and Helen Court. The driveway will be constructed utilizing asphalt/gravel. Two parking spaces will be installed for maintenance purposes. The site will remain unmanned. The existing water tank will continue to function while the new reservoir tanks will be constructed. Maintenance will occur on a monthly and as-needed basis by City employees. Landscaping will be maintained by the City.

The Project is expected to break ground in 2024 and be completed by 2025. Construction activities will take place between 7:00 a.m. to 6:00 p.m. Monday through Saturday. No construction work will occur on Sundays or holidays per the City's Community Noise Control Section Chapter 8.06 of the Municipal Code.

1.4 Executive Summary

Standard Air Quality and GHG Regulatory Conditions

The proposed project will be required to comply with the following regulatory conditions from the SCAQMD and State of California (State).

South Coast Air Quality Management District Rules

The following lists the SCAQMD rules that are applicable, but not limited to the proposed project.

- Rule 402 Nuisance – Controls the emissions of odors and other air contaminants;
- Rule 403 Fugitive Dust – Controls the emissions of fugitive dust;
- Rules 1108 and 1108.1 Cutback and Emulsified Asphalt – Controls the VOC content in asphalt; and
- Rule 1113 Architectural Coatings – Controls the VOC content in paints and solvents.

State of California Rules

The following lists the State of California Code of Regulations (CCR) air quality emission rules that are applicable, but not limited to the proposed project.

- CCR Title 13, Article 4.8, Chapter 9, Section 2449 – In use Off-Road Diesel Vehicles;
- CCR Title 13, Section 2025 – On-Road Diesel Truck Fleets;
- CCR Title 24 Part 6 – California Building Energy Standards; and
- CCR Title 24 Part 11 – California Green Building Standards.

Summary of Analysis Results

The following is a summary of the proposed project's impacts with regard to the State CEQA Guidelines air quality and GHG emissions checklist questions.

Conflict with or obstruct implementation of the applicable air quality plan?

Less than significant impact.

Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?

Less than significant impact.

Expose sensitive receptors to substantial pollutant concentrations?

Less than significant impact.

Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than significant impact.

Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

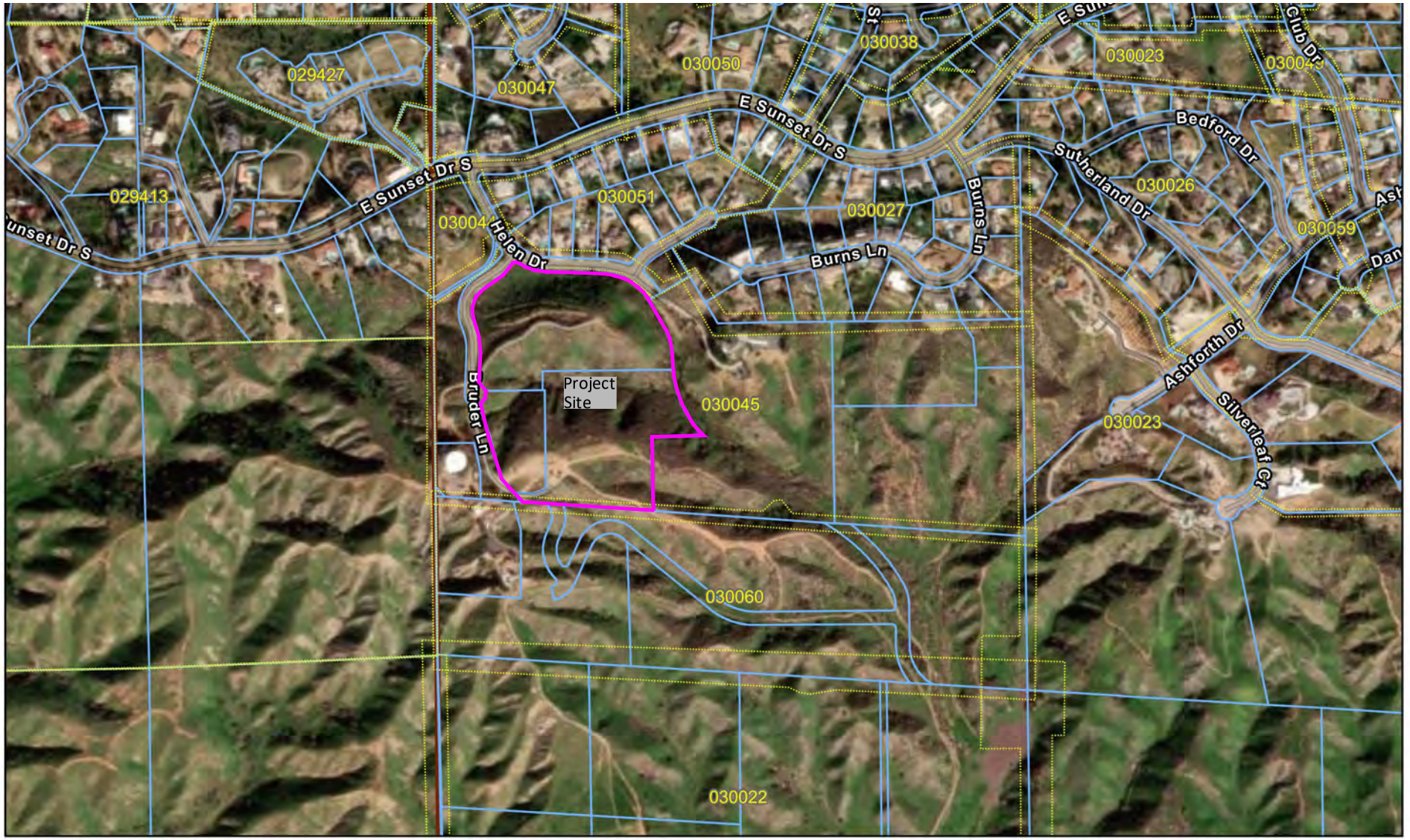
Less than significant impact.

Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs?

Less than significant impact.

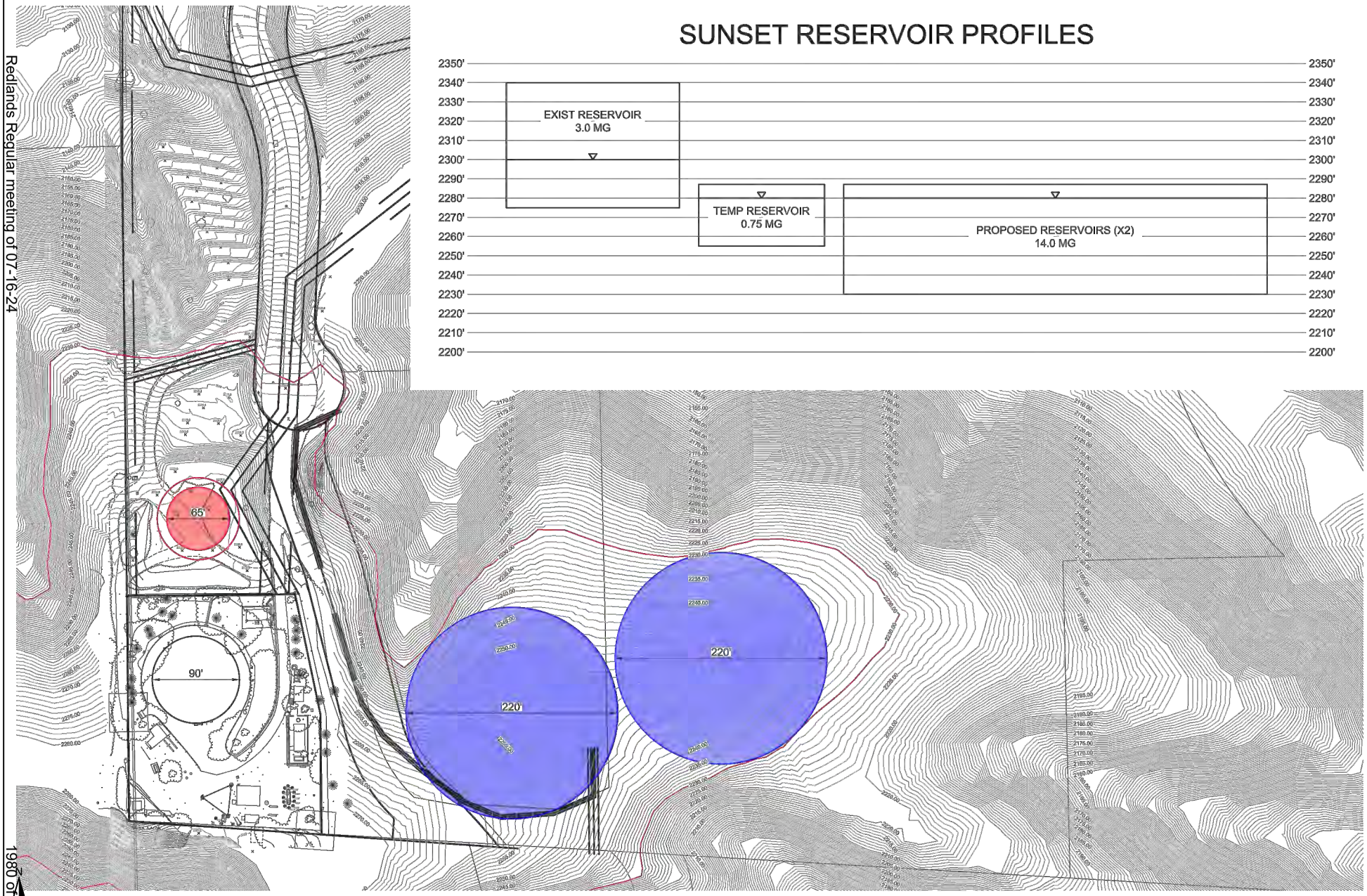
1.5 Mitigation Measures for the Proposed Project

This analysis found that implementation of the State and SCAQMD air quality and GHG emissions reductions regulations detailed in Section 1.4 above would limit criteria pollutants, toxic air contaminants, odors, and GHG emissions from the proposed project to less than significant levels. No mitigation measures are required for the proposed project with respect to air quality and GHG emissions.



VISTA ENVIRONMENTAL

Figure 1
Project Local Study Area



SOURCE: City of Redlands.

VISTA ENVIRONMENTAL

Figure 2
Site Plan

2.0 AIR POLLUTANTS

Air pollutants are generally classified as either criteria pollutants or non-criteria pollutants. Federal ambient air quality standards have been established for criteria pollutants, whereas no ambient standards have been established for non-criteria pollutants. For some criteria pollutants, separate standards have been set for different periods. Most standards have been set to protect public health. For some pollutants, standards have been based on other values (such as protection of crops, protection of materials, or avoidance of nuisance conditions). A summary of federal and state ambient air quality standards is provided in the Regulatory Framework section.

2.1 Criteria Pollutants and Ozone Precursors

The criteria pollutants consist of: ozone, nitrogen oxides (NOx), CO, sulfur oxides (SOx), lead, and particulate matter (PM). The ozone precursors consist of NOx and VOC. These pollutants can harm your health and the environment, and cause property damage. The Environmental Protection Agency (EPA) calls these pollutants "criteria" air pollutants because it regulates them by developing human health-based and/or environmentally-based criteria for setting permissible levels. The following provides descriptions of each of the criteria pollutants and ozone precursors.

Nitrogen Oxides

NOx is the generic term for a group of highly reactive gases which contain nitrogen and oxygen. While most NOx are colorless and odorless, concentrations of nitrogen dioxide (NO_2) can often be seen as a reddish-brown layer over many urban areas. NOx form when fuel is burned at high temperatures, as in a combustion process. The primary manmade sources of NO_x are motor vehicles, electric utilities, and other industrial, commercial, and residential sources that burn fuel. NOx reacts with other pollutants to form, ground-level ozone, nitrate particles, acid aerosols, as well as NO_2, which cause respiratory problems. NO_x and the pollutants formed from NO_x can be transported over long distances, following the patterns of prevailing winds. Therefore, controlling NOx is often most effective if done from a regional perspective, rather than focusing on the nearest sources.

Ozone

Ozone is not usually emitted directly into the air, instead it is created by a chemical reaction between NOx and VOC in the presence of sunlight. Motor vehicle exhaust, industrial emissions, gasoline vapors, chemical solvents as well as natural sources emit NOx and VOC that help form ozone. Ground-level ozone is the primary constituent of smog. Sunlight and hot weather cause ground-level ozone to form with the greatest concentrations usually occurring downwind from urban areas. Ozone is subsequently considered a regional pollutant. Ground-level ozone is a respiratory irritant and an oxidant that increases susceptibility to respiratory infections and can cause substantial damage to vegetation and other materials. Because NOx and VOC are ozone precursors, the health effects associated with ozone are also indirect health effects associated with significant levels of NOx and VOC emissions.

Carbon Monoxide

Carbon monoxide (CO) is a colorless, odorless gas that is formed when carbon in fuel is not burned completely. It is a component of motor vehicle exhaust, which contributes approximately 56 percent of all CO emissions nationwide. In cities, 85 to 95 percent of all CO emissions may come from motor vehicle exhaust. Other sources of CO emissions include industrial processes (such as metals processing and chemical manufacturing), residential wood burning, and natural sources such as forest fires. Woodstoves,

gas stoves, cigarette smoke, and unvented gas and kerosene space heaters are indoor sources of CO. The highest levels of CO in the outside air typically occur during the colder months of the year when inversion conditions are more frequent. The air pollution becomes trapped near the ground beneath a layer of warm air. CO is described as having only a local influence because it dissipates quickly. Since CO concentrations are strongly associated with motor vehicle emissions, high CO concentrations generally occur in the immediate vicinity of roadways with high traffic volumes and traffic congestion, active parking lots, and in automobile tunnels. Areas adjacent to heavily traveled and congested intersections are particularly susceptible to high CO concentrations.

CO is a public health concern because it combines readily with hemoglobin and thus reduces the amount of oxygen transported in the bloodstream. The health threat from lower levels of CO is most serious for those who suffer from heart disease such as angina, clogged arteries, or congestive heart failure. For a person with heart disease, a single exposure to CO at low levels may cause chest pain and reduce that person's ability to exercise; repeated exposures may contribute to other cardiovascular effects. High levels of CO can affect even healthy people. People who breathe high levels of CO can develop vision problems, reduced ability to work or learn, reduced manual dexterity, and difficulty performing complex tasks. At extremely high levels, CO is poisonous and can cause death.

Sulfur Oxides

SOx gases are formed when fuel containing sulfur, such as coal and oil is burned, as well as from the refining of gasoline. SOx dissolves easily in water vapor to form acid and interacts with other gases and particles in the air to form sulfates and other products that can be harmful to people and the environment.

Lead

Lead is a metal found naturally in the environment as well as manufactured products. The major sources of lead emissions have historically been motor vehicles and industrial sources. Due to the phase out of leaded gasoline, metal processing is now the primary source of lead emissions to the air. High levels of lead in the air are typically only found near lead smelters, waste incinerators, utilities, and lead-acid battery manufacturers. Exposure of fetuses, infants and children to low levels of lead can adversely affect the development and function of the central nervous system, leading to learning disorders, distractibility, inability to follow simple commands, and lower intelligence quotient. In adults, increased lead levels are associated with increased blood pressure.

Particulate Matter

PM is the term for a mixture of solid particles and liquid droplets found in the air. PM is made up of a number of components including acids (such as nitrates and sulfates), organic chemicals, metals, and soil or dust particles. The size of particles is directly linked to their potential for causing health problems. Particles that are less than 10 micrometers in diameter (PM10) that are also known as *Respirable Particulate Matter* are the particles that generally pass through the throat and nose and enter the lungs. Once inhaled, these particles can affect the heart and lungs and cause serious health effects. Particles that are less than 2.5 micrometers in diameter (PM2.5) that are also known as *Fine Particulate Matter* have been designated as a subset of PM10 due to their increased negative health impacts and its ability to remain suspended in the air longer and travel further.

Volatile Organic Compounds

Hydrocarbons are organic gases that are formed from hydrogen and carbon and sometimes other elements. Hydrocarbons that contribute to formation of ozone are referred to and regulated as VOCs (also

referred to as reactive organic gases). Combustion engine exhaust, oil refineries, and fossil-fueled power plants are the sources of hydrocarbons. Other sources of hydrocarbons include evaporation from petroleum fuels, solvents, dry cleaning solutions, and paint.

VOC is not classified as a criteria pollutant, since VOCs by themselves are not a known source of adverse health effects. The primary health effects of VOCs result from the formation of ozone and its related health effects. High levels of VOCs in the atmosphere can interfere with oxygen intake by reducing the amount of available oxygen through displacement. Carcinogenic forms of hydrocarbons, such as benzene, are considered TACs. There are no separate health standards for VOCs as a group.

2.2 Other Pollutants of Concern

Toxic Air Contaminants

In addition to the above-listed criteria pollutants, TACs are another group of pollutants of concern. TACs is a term that is defined under the California Clean Air Act and consists of the same substances that are defined as Hazardous Air Pollutants (HAPs) in the Federal Clean Air Act. There are over 700 hundred different types of TACs with varying degrees of toxicity. Sources of TACs include industrial processes such as petroleum refining and chrome plating operations, commercial operations such as gasoline stations and dry cleaners, and motor vehicle exhaust. Cars and trucks release at least 40 different toxic air contaminants. The most important of these TACs, in terms of health risk, are diesel particulates, benzene, formaldehyde, 1,3-butadiene, and acetaldehyde. Public exposure to TACs can result from emissions from normal operations as well as from accidental releases. Health effects of TACs include cancer, birth defects, neurological damage, and death.

TACs are less pervasive in the urban atmosphere than criteria air pollutants, however they are linked to short-term (acute) or long-term (chronic or carcinogenic) adverse human health effects. There are hundreds of different types of TACs with varying degrees of toxicity. Sources of TACs include industrial processes, commercial operations (e.g., gasoline stations and dry cleaners), and motor vehicle exhaust.

According to *The California Almanac of Emissions and Air Quality 2013 Edition*, the majority of the estimated health risk from TACs can be attributed to relatively few compounds, the most important of which is DPM. DPM is a subset of PM2.5 because the size of diesel particles are typically 2.5 microns and smaller. The identification of DPM as a TAC in 1998 led the California Air Resources Board (CARB) to adopt the Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-fueled Engines and Vehicles in September 2000. The plan's goals are a 75-percent reduction in DPM by 2010 and an 85-percent reduction by 2020 from the 2000 baseline. Diesel engines emit a complex mixture of air pollutants, composed of gaseous and solid material. The visible emissions in diesel exhaust are known as particulate matter or PM, which includes carbon particles or "soot." Diesel exhaust also contains a variety of harmful gases and over 40 other cancer-causing substances. California's identification of DPM as a toxic air contaminant was based on its potential to cause cancer, premature deaths, and other health problems. Exposure to DPM is a health hazard, particularly to children whose lungs are still developing and the elderly who may have other serious health problems. Overall, diesel engine emissions are responsible for the majority of California's potential airborne cancer risk from combustion sources.

Asbestos

Asbestos is listed as a TAC by CARB and as a HAP by the EPA. Asbestos occurs naturally in mineral formations and crushing or breaking these rocks, through construction or other means, can release

asbestiform fibers into the air. Asbestos emissions can result from the sale or use of asbestos-containing materials, road surfacing with such materials, grading activities, and surface mining. The risk of disease is dependent upon the intensity and duration of exposure. When inhaled, asbestos fibers may remain in the lungs and with time may be linked to such diseases as asbestosis, lung cancer, and mesothelioma. The nearest likely locations of naturally occurring asbestos, as identified in the *General Location Guide for Ultramafic Rocks in California*, prepared by the California Division of Mines and Geology, is located in Santa Barbara County. The nearest historic asbestos mine to the project site, as identified in the *Reported Historic Asbestos Mines, Historic Asbestos Prospects, and Other Natural Occurrences of Asbestos in California,* prepared by U.S. Geological Survey, is located at Asbestos Mountain, which is approximately 45 miles southeast of the project site in the San Jacinto Mountains. Due to the distance to the nearest natural occurrences of asbestos, the project site is not likely to contain asbestos.

3.0 GREENHOUSE GASES

3.1 Greenhouse Gases

Constituent gases of the Earth's atmosphere, called atmospheric GHGs, play a critical role in the Earth's radiation amount by trapping infrared radiation from the Earth's surface, which otherwise would have escaped to space. Prominent greenhouse gases contributing to this process include carbon dioxide (CO_2), methane (CH_4), ozone, water vapor, nitrous oxide (N_2O), and chlorofluorocarbons (CFCs). This phenomenon, known as the Greenhouse Effect, is responsible for maintaining a habitable climate. Anthropogenic (caused or produced by humans) emissions of these greenhouse gases in excess of natural ambient concentrations are responsible for the enhancement of the Greenhouse Effect and have led to a trend of unnatural warming of the Earth's natural climate, known as global warming or climate change. Emissions of gases that induce global warming are attributable to human activities associated with industrial/manufacturing, agriculture, utilities, transportation, and residential land uses. Emissions of CO_2 and N_2O are byproducts of fossil fuel combustion. Methane, a potent greenhouse gas, results from off-gassing associated with agricultural practices and landfills. Sinks of CO_2, where CO_2 is stored outside of the atmosphere, include uptake by vegetation and dissolution into the ocean. The following provides a description of each of the greenhouse gases and their global warming potential.

Water Vapor

Water vapor is the most abundant, important, and variable GHG in the atmosphere. Water vapor is not considered a pollutant; in the atmosphere it maintains a climate necessary for life. Changes in its concentration are primarily considered a result of climate feedbacks related to the warming of the atmosphere rather than a direct result of industrialization. The feedback loop in which water is involved is critically important to projecting future climate change. As the temperature of the atmosphere rises, more water is evaporated from ground storage (rivers, oceans, reservoirs, soil). Because the air is warmer, the relative humidity can be higher (in essence, the air is able to "hold" more water when it is warmer), leading to more water vapor in the atmosphere. As a GHG, the higher concentration of water vapor is then able to absorb more thermal indirect energy radiated from the Earth, thus further warming the atmosphere. The warmer atmosphere can then hold more water vapor and so on and so on. This is referred to as a "positive feedback loop." The extent to which this positive feedback loop will continue is unknown as there is also dynamics that put the positive feedback loop in check. As an example, when water vapor increases in the atmosphere, more of it will eventually also condense into clouds, which are more able to reflect incoming solar radiation (thus allowing less energy to reach the Earth's surface and heat it up).

Carbon Dioxide

The natural production and absorption of CO_2 is achieved through the terrestrial biosphere and the ocean. However, humankind has altered the natural carbon cycle by burning coal, oil, natural gas, and wood. Since the industrial revolution began in the mid-1700s, each of these activities has increased in scale and distribution. CO_2 was the first GHG demonstrated to be increasing in atmospheric concentration with the first conclusive measurements being made in the last half of the 20th century. Prior to the industrial revolution, concentrations were fairly stable at 280 parts per million (ppm). The International Panel on Climate Change (IPCC) indicates that concentrations were 379 ppm in 2005, an increase of more than 30 percent. Left unchecked, the IPCC projects that concentration of carbon dioxide in the atmosphere is projected to increase to a minimum of 540 ppm by 2100 as a direct result of anthropogenic sources. This

could result in an average global temperature rise of at least two degrees Celsius or 3.6 degrees Fahrenheit.

Methane

CH_4 is an extremely effective absorber of radiation, although its atmospheric concentration is less than that of CO_2. Its lifetime in the atmosphere is brief (10 to 12 years), compared to some other GHGs (such as CO_2, N_2O, and CFCs). CH_4 has both natural and anthropogenic sources. It is released as part of the biological processes in low oxygen environments, such as in swamplands or in rice production (at the roots of the plants). Over the last 50 years, human activities such as growing rice, raising cattle, using natural gas, and mining coal have added to the atmospheric concentration of methane. Other anthropocentric sources include fossil-fuel combustion and biomass burning.

Nitrous Oxide

Concentrations of N_2O also began to rise at the beginning of the industrial revolution. In 1998, the global concentration of this GHG was documented at 314 parts per billion (ppb). N_2O is produced by microbial processes in soil and water, including those reactions which occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load. N_2O is also commonly used as an aerosol spray propellant (i.e., in whipped cream bottles, in potato chip bags to keep chips fresh, and in rocket engines and race cars).

Chlorofluorocarbons

CFCs are gases formed synthetically by replacing all hydrogen atoms in methane or ethane with chlorine and/or fluorine atoms. CFCs are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the Earth's surface). CFCs have no natural source, but were first synthesized in 1928. They were used for refrigerants, aerosol propellants, and cleaning solvents. Due to the discovery that they are able to destroy stratospheric ozone, a global effort to halt their production was undertaken and in 1989 the European Community agreed to ban CFCs by 2000 and subsequent treaties banned CFCs worldwide by 2010. This effort was extremely successful, and the levels of the major CFCs are now remaining level or declining. However, their long atmospheric lifetimes mean that some of the CFCs will remain in the atmosphere for over 100 years.

Hydrofluorocarbons

Hydrofluorocarbons (HFCs) are synthetic man-made chemicals that are used as a substitute for CFCs. Out of all the GHGs, they are one of three groups with the highest global warming potential. The HFCs with the largest measured atmospheric abundances are (in order), HFC-23 (CHF_3), HFC-134a (CF_3CH_2F), and HFC-152a (CH_3CHF_2). Prior to 1990, the only significant emissions were HFC-23. HFC-134a use is increasing due to its use as a refrigerant. Concentrations of HFC-23 and HFC-134a in the atmosphere are now about 10 parts per trillion (ppt) each. Concentrations of HFC-152a are about 1 ppt. HFCs are manmade for applications such as automobile air conditioners and refrigerants.

Perfluorocarbons

Perfluorocarbons (PFCs) have stable molecular structures and do not break down through the chemical processes in the lower atmosphere. High-energy ultraviolet rays about 60 kilometers above Earth's surface are able to destroy the compounds. Because of this, PFCs have very long lifetimes, between 10,000 and 50,000 years. Two common PFCs are tetrafluoromethane (CF_4) and hexafluoroethane (C_2F_6).

Concentrations of CF_4 in the atmosphere are over 70 ppt. The two main sources of PFCs are primary aluminum production and semiconductor manufacturing.

Sulfur Hexafluoride

Sulfur Hexafluoride (SF_6) is an inorganic, odorless, colorless, nontoxic, nonflammable gas. SF_6 has the highest global warming potential of any gas evaluated; 23,900 times that of CO_2. Concentrations in the 1990s were about 4 ppt. Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

Aerosols

Aerosols are particles emitted into the air through burning biomass (plant material) and fossil fuels. Aerosols can warm the atmosphere by absorbing and emitting heat and can cool the atmosphere by reflecting light. Cloud formation can also be affected by aerosols. Sulfate aerosols are emitted when fuel containing sulfur is burned. Black carbon (or soot) is emitted during biomass burning due to the incomplete combustion of fossil fuels. Particulate matter regulation has been lowering aerosol concentrations in the United States; however, global concentrations are likely increasing.

3.2 Global Warming Potential

GHGs have varying global warming potential (GWP). The GWP is the potential of a gas or aerosol to trap heat in the atmosphere; it is the cumulative radiative forcing effects of a gas over a specified time horizon resulting from the emission of a unit mass of gas relative to the reference gas, CO_2. The GHGs listed by the IPCC and the CEQA Guidelines are discussed in this section in order of abundance in the atmosphere. Water vapor, the most abundant GHG, is not included in this list because its natural concentrations and fluctuations far outweigh its anthropogenic (human-made) sources. To simplify reporting and analysis, GHGs are commonly defined in terms of their GWP. The IPCC defines the GWP of various GHG emissions on a normalized scale that recasts all GHG emissions in terms of CO_2 equivalent (CO_2e). As such, the GWP of CO_2 is equal to 1. The GWP values used in this analysis are based on the 2007 IPCC Fourth Assessment Report, which are used in CARB's 2014 Scoping Plan Update and the CalEEMod Model Version 2022.1 and are detailed in Table A. The IPCC has updated the Global Warming Potentials of some gases in their Fifth Assessment Report, however the new values have not yet been incorporated into the CalEEMod model that has been utilized in this analysis.

Table A – Global Warming Potentials, Atmospheric Lifetimes and Abundances of GHGs

Gas	Atmospheric Lifetime (years)[1]	Global Warming Potential (100 Year Horizon)[2]	Atmospheric Abundance
Carbon Dioxide (CO_2)	50-200	1	379 ppm
Methane (CH_4)	9-15	25	1,774 ppb
Nitrous Oxide (N_2O)	114	298	319 ppb
HFC-23	270	14,800	18 ppt
HFC-134a	14	1,430	35 ppt
HFC-152a	1.4	124	3.9 ppt
PFC: Tetrafluoromethane (CF_4)	50,000	7,390	74 ppt
PFC: Hexafluoroethane (C_2F_6)	10,000	12,200	2.9 ppt
Sulfur Hexafluoride (SF_6)	3,200	22,800	5.6 ppt

Notes:

[1] Defined as the half-life of the gas.
[2] Compared to the same quantity of CO_2 emissions and is based on the Intergovernmental Panel On Climate Change (IPCC) 2007 standard, which is utilized in CalEEMod (Version 2022.1),that is used in this report (CalEEMod User Guide, May 2021).
Definitions: ppm = parts per million; ppb = parts per billion; ppt = parts per trillion
Source: IPCC 2007, EPA 2015

3.3 Greenhouse Gas Emissions Inventory

According to the Carbon Dioxide Information Analysis Center[1], 9,855 million metric tons (MMT) of CO_2e emissions were created globally in the year 2014. According to the Environmental Protection Agency (EPA), the breakdown of global GHG emissions by sector consists of: 25 percent from electricity and heat production; 21 percent from industry; 24 percent from agriculture, forestry and other land use activities; 14 percent from transportation; 6 percent from building energy use; and 10 percent from all other sources of energy use[2].

According to *Inventory of U.S. Greenhouse Gas Emissions and Sinks 1990-2020,* prepared by EPA, in 2020 total U.S. GHG emissions were 5,981.4 million metric tons (MMT) of CO_2e emissions. Total U.S. emissions have decreased by 7.3 percent between 1990 and 2020, which is down from a high of 15.7 percent above 1990 levels in 2007. Emissions decreased from 2019 to 2020 by 9.0 percent. The sharp decline in emissions from 2019 to 2020 is largely due to the impacts of the coronavirus pandemic on travel and economic activity.

According to *California Greenhouse Gas Emissions for 2000 to 2020 Trends of Emissions and Other Indicators*, prepared by the CARB, October 26, 2022, the State of California created 369.2 million metric tons of carbon dioxide equivalent ($MMTCO_2e$) in 2020. The 2020 emissions were 35.3 $MMTCO_2e$ lower than 2019 levels and almost 61.8 $MMTCO_2e$ below the State adopted year 2020 GHG limit of 431 $MMTCO_2e$. The 2019 to 2020 decrease in emissions is likely an anomaly as it was due in large part to the impacts of the COVID-19 pandemic. The transportation sector showed the largest decline in emissions of 27 $MMTCO_2e$ (16 percent) compared to 2019. Between 2019 and 2020, California's Gross Domestic Product (GDP) contracted 2.8 percent, while GHG intensity of California's economy decreased 6.2 percent.

1 Obtained from: https://cdiac.ess-dive.lbl.gov/trends/emis/tre_glob_2014.html
2 Obtained from: https://www.epa.gov/ghgemissions/global-greenhouse-gas-emissions-data

4.0 AIR QUALITY MANAGEMENT

The air quality at the project site is addressed through the efforts of various federal, state, regional, and local government agencies. These agencies work jointly, as well as individually, to improve air quality through legislation, regulations, planning, policy-making, education, and a variety of programs. The agencies responsible for improving the air quality are discussed below.

4.1 Federal – United States Environmental Protection Agency

The Clean Air Act, first passed in 1963 with major amendments in 1970, 1977 and 1990, is the overarching legislation covering regulation of air pollution in the United States. The Clean Air Act has established the mandate for requiring regulation of both mobile and stationary sources of air pollution at the state and federal level. The EPA was created in 1970 in order to consolidate research, monitoring, standard-setting and enforcement authority into a single agency.

The EPA is responsible for setting and enforcing the National Ambient Air Quality Standards (NAAQS) for atmospheric pollutants. It regulates emission sources that are under the exclusive authority of the federal government, such as aircraft, ships, and certain locomotives. NAAQS pollutants were identified using medical evidence and are shown below in Table B.

Table B – State and Federal Criteria Pollutant Standards

Air Pollutant	Concentration / Averaging Time		Most Relevant Effects
	California Standards	Federal Primary Standards	
Ozone (O_3)	0.09 ppm / 1-hour 0.07 ppm / 8-hour	0.070 ppm, / 8-hour	a) Pulmonary function decrements and localized lung injury in humans and animals; (b) asthma exacerbation; (c) chronic obstructive pulmonary disease (COPD) exacerbation; (d) respiratory infection; (e) increased school absences, and hospital admissions and emergency department (ED) visits for combined respiratory diseases; (e) increased mortality; (f) possible metabolic effects. Vegetation damage; property damage
Carbon Monoxide (CO)	20.0 ppm / 1-hour 9.0 ppm / 8-hour	35.0 ppm / 1-hour 9.0 ppm / 8-hour	Visibility reduction (a) Aggravation of angina pectoris and other aspects of coronary heart disease; (b) decreased exercise tolerance in persons with peripheral vascular disease and lung disease; (c) possible impairment of central nervous system functions; (d) possible increased risk to fetuses; (f) possible increased risk of pulmonary disease; (g) possible emergency department visits for respiratory diseases overall and visits for asthma.
Nitrogen Dioxide (NO_2)	0.18 ppm / 1-hour 0.030 ppm / annual	100 ppb / 1-hour 0.053 ppm / annual	Short-term (a) asthma exacerbations (“asthma attacks”) Long-term (a) asthma development; (b) higher risk of all-cause, cardiovascular, and respiratory mortality. Both short and long term NO2 exposure is also associated with chronic obstructive pulmonary disease (COPD) risk. Potential impacts on cardiovascular health, mortality and cancer, aggravate chronic respiratory disease. Contribution to atmospheric discoloration

Air Pollutant	Concentration / Averaging Time		Most Relevant Effects
	California Standards	Federal Primary Standards	
Sulfur Dioxide (SO_2)	0.25 ppm / 1-hour 0.04 ppm / 24-hour	75 ppb / 1-hour	Respiratory symptoms (bronchoconstriction, possible wheezing or shortness of breath) during exercise or physical activity in persons with asthma. Possible allergic sensitization, airway inflammation, asthma development.
Respirable Particulate Matter (PM10)	50 µg/m^3 / 24-hour 20 µg/m^3 / annual	150 µg/m^3 / 24-hour	Short -term (a) increase in mortality rates; (b) increase in respiratory infections; (c) increase in number and severity of asthma attacks; (d) COPD exacerbation; (e) increase in combined respiratory-diseases and number of hospital admissions; (f) increased mortality due to cardiovascular or respiratory diseases; (g) increase in hospital admissions for acute respiratory conditions; (h) increase in school absences; (i) increase in lost work days; (j) decrease in respiratory function in children; (k) increase medication use in children and adults with asthma. Long-term (a) reduced lung function growth in children; (b) changes in lung development; (c) development of asthma in children; (d) increased risk of cardiovascular diseases; (e) increased total mortality from lung cancer; (f) increased risk of premature death. Possible link to metabolic, nervous system, and reproductive and developmental effects for short-term and long-term exposure to PM2.5.
Suspended Particulate Matter (PM2.5)	12 µg/m^3 / annual	35 µg/m^3 / 24-hour 12 µg/m^3 / annual	
Sulfates	25 µg/m^3 / 24-hour	No Federal Standards	(a) Decrease in lung function; (b) aggravation of asthmatic symptoms; (c) vegetation damage; (d) Degradation of visibility; (e) property damage
Lead	1.5 µg/m^3 / 30-day	0.15 µg/m^3 /3-month rolling	(a) Learning disabilities; (b) impairment of blood formation and nerve function; (c) cardiovascular effects, including coronary heart disease and hypertension Possible male reproductive system effects
Hydrogen Sulfide	0.03 ppm / 1-hour	No Federal Standards	Exposure to lower ambient concentrations above the standard may result in objectionable odor and may be accompanied by symptoms such as headaches, nausea, dizziness, nasal irritation, cough, and shortness of breath

Source: 2022 AQMP, SCAQMD, 2022.

As part of its enforcement responsibilities, the EPA requires each state with federal nonattainment areas to prepare and submit a State Implementation Plan (SIP) that demonstrates the means to attain the national standards. The SIP must integrate federal, state, and local components and regulations to identify specific measures to reduce pollution, using a combination of performance standards and market-based programs within the timeframe identified in the SIP. The CARB defines attainment as the category given to an area with no violations in the past three years. As indicated below in Table C, the Air Basin has been designated by EPA for the national standards as a non-attainment area for ozone and PM2.5 and partial non-attainment for lead. Currently, the Air Basin is in attainment with the national ambient air quality standards for CO, PM10, SO_2, and NO_2.

Table C – National Air Quality Standards Attainment Status – South Coast Air Basin

Criteria Pollutant	Averaging Time	Designation[a]	Attainment Date[b]
Ozone	1979 1-Hour (0.12 ppm)	Nonattainment (Extreme)	2/6/2023 (revised deadline)
	2015 8-Hour (0.07 ppm)[d]	Nonattainment (Extreme)	8/3/2038
	2008 8-Hour (0.075 ppm)[d]	Nonattainment (Extreme)	7/20/2032
	1997 8-Hour (0.08 ppm)[d]	Nonattainment (Extreme)	6/15/2024
PM2.5[e]	2006 24-Hour (35 µg/m^3)	Nonattainment (Serious)	12/31/2019
	2012 Annual (12 µg/m^3)	Nonattainment (Serious)	12/31/2021
	1997 Annual (15 µg/m^3)	Attainment (final determination pending)	4/5/2015 (attained 2013)
PM10[f]	1987 24-Hour (150 µg/m^3)	Attainment (Maintenance)	7/26/2013 (attained)
Lead[g]	2008 3-Months Rolling (0.15 µg/m^3)	Nonattainment (Partial) (Attainment determination requested)	12/31/2015
CO	1971 1-Hour (35 ppm)	Attainment (Maintenance)	6/11/2007
	1971 8-Hour (9 ppm)	Attainment (Maintenance)	6/11/2007
NO_2[h]	2010 1-Hour (100 ppb)	Unclassifiable/Attainment	N/A (attained)
	1971 Annual (0.053 ppm)	Attainment (Maintenance)	9/22/1998 (attained)
SO_2[i]	2010 1-Hour (75 ppb)	Unclassifiable/Attainment	1/9/2018
	1971 24-Hour (0.14 ppm)	Unclassifiable/Attainment	3/19/1979

Source: SCAQMD, 2022

Notes:

a) U.S. EPA often only declares Nonattainment areas; everywhere else is listed as Unclassifiable/Attainment or Unclassifiable.

b) A design value below the NAAQS for data through the full year or smog season prior to the attainment date is typically required for attainment demonstration.

c) The 1979 1-hour ozone NAAQS (0.12 ppm) was revoked, effective June 15, 2005; however, the Basin has not attained this standard and therefore has some continuing obligations with respect to the revoked standard; original attainment date was 11/15/2010; the revised attainment date is 2/6/2023.

d) The 2008 8-hour ozone NAAQS (0.075 ppm) was revised to 0.070 ppm, effective 12/28/20115 with classifications and implementation goals to be finalized by 10/1/2017; the 1997 8-hour ozone NAAQS (0.08 ppm) was revoked in the 2008 ozone implementation rule, effective 4/6/2015; there are continuing obligations under the revoked 1997 and revised 2008 ozone NAAQS until they are attained.

e) The attainment deadline for the 2006 24-Hour PM2.5 NAAQS was 12/31/15 for the former "moderate" classification; the EPA approved reclassification to "serious", effective 2/12/16 with an attainment deadline of 12/31/2019; the 2012 (proposal year) annual PM2.5 NAAQS was revised on 1/15/2013, effective 3/18/2013, from 15 to 12 µg/m^3; new annual designations were final 1/15/2015, effective 4/15/2015; on 7/25/2016 the EPA finalized a determination that the Basin attained the 1997 annual (15.0 µg/m^3) and 24-hour PM2.5 (65 µg/m^3) NAAQS, effective 8/24/2016.

f) The annual PM10 standard was revoked, effective 12/18/2006; the 24-hour PM10 NAAQS deadline was 12/31/2006; the Basin's Attainment Re-designation Request and PM10 Maintenance Plan was approved by the EPA on 6/26/2103, effective 7/26/2013.

g) Partial Nonattainment designation – Los Angeles County portion of the Basin only for near-source monitors; expect to remain in attainment based on current monitoring data; attainment re-designation request pending.

h) New 1-hour NO_2 NAAQS became effective 8/2/2010, with attainment designations 1/20/2012; annual NO_2 NAAQS retained.

i) The 1971 annual and 24-hour SO_2 NAAQS were revoked, effective 8/23/2010.

Despite substantial improvements in air quality over the past few decades, some air monitoring stations in the Air Basin still exceed the NAAQS and frequently record the highest ozone levels in the United States. In 2020, monitoring stations in the Air Basin exceeded the most current federal standards on a total of 181 days (49 percent of the year), including: 8-hour ozone (157 days over the 2015 ozone NAAQS), 24-hour PM2.5 (39 days), PM10 (3 days), and NO_2 (1 day). Nine of the top 10 stations in the nation most frequently exceeding the 2015 8-hour ozone NAAQS in 2020 were located within the Air Basin, including stations in San Bernardino, Riverside, and Los Angeles Counties (SCAQMD, 2022).

PM2.5 levels in the Air Basin have improved significantly in recent years. Since 2015, none of the monitoring stations in the Air Basin have recorded violations of the former 1997 annual PM2.5 NAAQS (15.0 µg/m^3). On July 25, 2016 the U.S. EPA finalized a determination that the Air Basin attained the 1997 annual (15.0 µg/m^3) and 24-hour PM2.5 (65 µg/m^3) NAAQS, effective August 24, 2016. However, the Air Basin does not meet the 2012 annual PM2.5 NAAQS (12.0 µg/m^3), with six monitoring stations having design values above the standard for the 2018-2020 period (SCAQMD, 2022)

4.2 State – California Air Resources Board

The CARB, which is a part of the California Environmental Protection Agency, is responsible for the coordination and administration of both federal and state air pollution control programs within California. In this capacity, the CARB conducts research, sets the California Ambient Air Quality Standards (CAAQS), compiles emission inventories, develops suggested control measures, provides oversight of local programs, and prepares the SIP. The CAAQS for criteria pollutants in the Air Basin are shown in Table D. In addition, the CARB establishes emission standards for motor vehicles sold in California, consumer products (e.g. hairspray, aerosol paints, and barbeque lighter fluid), and various types of commercial equipment. It also sets fuel specifications to further reduce vehicular emissions.

Table D – California Ambient Air Quality Standards Attainment Status – South Coast Air Basin

Criteria Pollutant	Averaging Time	Level[a]	Designation[b]
Ozone	1-Hour	0.09 ppm	Nonattainment
	8-Hour	0.070 ppm	Nonattainment
PM2.5	Annual	12 µg/m^3	Nonattainment
PM10	24-Hour	50 µg/m^3	Nonattainment
	Annual	20 µg/m^3	Nonattainment
Lead	30-Day Average	1.5 µg/m^3	Attainment
CO	1-Hour	20 ppm	Attainment
	8-Hour	9.0 ppm	Attainment
NO_2	1-Hour	0.18 ppm	Attainment
	Annual	0.030	Attainment[c]
SO_2	1-Hour	0.25 ppm	Attainment
	24-Hour	0.04 ppm	Attainment
Sulfates	24-Hour	25 µg/m^3	Attainment
Hydrogen Sulfide	1-Hour	0.03 ppm	Unclassified

Source: SCAQMD, 2022

Notes:

a) CA State standards, or CAAQS, for ozone, SO_2, NO_2, PM10 and PM2.5 are values not to be exceeded; lead, sulfates and H_2S standards are values not to be equaled or exceeded; CAAQS are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.

b) CA State designations shown were updated by CARB in 2019, based on the 2016-2018 3-year period; stated designations are based on a 3-year data period after consideration of outliers and exceptional events.

c) The CA-60 near road portion of San Bernardino, Riverside and Los Angeles Counties has recently been redesignated as an attainment area based on data collected between 2018 and 2020

As shown in Table D, the Air Basin has been designated by the CARB as a non-attainment area for ozone, PM10 and PM2.5 and partial nonattainment for NO_2. Currently, the Air Basin is in attainment with the ambient air quality standards for lead, CO, SO_2 and sulfates, and is unclassified for Hydrogen Sulfide.

The following lists the State of California Code of Regulations (CCR) air quality emission rules that are applicable, but not limited to all residential projects in the State.

Assembly Bill 2588

The Air Toxics "Hot Spots" Information and Assessment Act (Assembly Bill [AB] 2588, 1987, Connelly) was enacted in 1987 as a means to establish a formal air toxics emission inventory risk quantification program. AB 2588, as amended, establishes a process that requires stationary sources to report the type and quantities of certain substances their facilities routinely release in California. The data is ranked by high, intermediate, and low categories, which are determined by: the potency, toxicity, quantity, volume, and proximity of the facility to nearby receptors.

CARB Regulation for In-Use Off-Road Diesel Vehicles

On July 26, 2007, the CARB adopted California Code of Regulations Title 13, Article 4.8, Chapter 9, Section 2449 to reduce DPM and NOx emissions from in-use off-road heavy-duty diesel vehicles in California. Such vehicles are used in construction, mining, and industrial operations. The regulation limits idling to no more than five consecutive minutes, requires reporting and labeling, and requires disclosure of the regulation upon vehicle sale. Performance requirements of the rule are based on a fleet's average NOx emissions, which can be met by replacing older vehicles with newer, cleaner vehicles or by applying exhaust retrofits. The regulation was amended in 2010 to delay the original timeline of the performance requirement making the first compliance deadline January 1, 2014 for large fleets (over 5,000 horsepower), 2017 for medium fleets (2,501-5,000 horsepower), and 2019 for small fleets (2,500 horsepower or less). Currently, no commercial operation in California may add any equipment to their fleet that has a Tier 0, Tier 1, or Tier 2 engine. It should be noted that commercial fleets may continue to use their existing Tier 0, 1 and 2 equipment, if they can demonstrate that the average emissions from their entire fleet emissions meet the NOx emissions targets.

CARB Resolution 08-43 for On-Road Diesel Truck Fleets

On December 12, 2008 the CARB adopted Resolution 08-43, which limits NOx, PM10 and PM2.5 emissions from on-road diesel truck fleets that operate in California. On October 12, 2009 Executive Order R-09-010 was adopted that codified Resolution 08-43 into Section 2025, title 13 of the California Code of Regulations. This regulation requires that by the year 2023 all commercial diesel trucks that operate in California shall meet model year 2010 (Tier 4 Final) or latter emission standards. This regulation also provides a few exemptions including a onetime per year 3-day pass for trucks registered outside of California. All on-road diesel trucks utilized during construction of the proposed project will be required to comply with Resolution 08-43.

4.3 Regional – Southern California

The SCAQMD is the agency principally responsible for comprehensive air pollution control in the South Coast Air Basin. To that end, as a regional agency, the SCAQMD works directly with the Southern California Association of Governments (SCAG), county transportation commissions, and local governments and cooperates actively with all federal and state agencies.

South Coast Air Quality Management District

SCAQMD develops rules and regulations, establishes permitting requirements for stationary sources, inspects emission sources, and enforces such measures through educational programs or fines, when necessary. SCAQMD is directly responsible for reducing emissions from stationary, mobile, and indirect sources. It has responded to this requirement by preparing a sequence of AQMPs. The *Final 2022 Air Quality Management Plan* (2022 AQMP) was adopted by ARB on January 26, 2023 and has been submitted to the U.S. EPA for final approval, which is anticipated to occur sometime this year. After the 2022 AQMP

has been adopted by the U.S. EPA, the 2022 AQMP will be incorporated into the State Implementation Plan (SIP). The 2022 AQMP establishes actions and strategies to reduce ozone levels to the U.S. EPA 2015 ozone standard of 70 ppb by 2037. The 2022 AQMP promotes extensive use of zero-emission technologies across all stationary and mobile sources coupled with rules and regulations, investment strategies, and incentives.

Although SCAQMD is responsible for regional air quality planning efforts, it does not have the authority to directly regulate air quality issues associated with plans and new development projects throughout the Air Basin. Instead, this is controlled through local jurisdictions in accordance to the California Environmental Quality Act (CEQA). In order to assist local jurisdictions with air quality compliance issues the *CEQA Air Quality Handbook* (SCAQMD CEQA Handbook), prepared by SCAQMD, 1993, with the most current updates found at http://www.aqmd.gov/ceqa/hdbk.html, was developed in accordance with the projections and programs detailed in the AQMPs. The purpose of the SCAQMD CEQA Handbook is to assist Lead Agencies, as well as consultants, project proponents, and other interested parties in evaluating a proposed project's potential air quality impacts. Specifically, the SCAQMD CEQA Handbook explains the procedures that SCAQMD recommends be followed for the environmental review process required by CEQA. The SCAQMD CEQA Handbook provides direction on how to evaluate potential air quality impacts, how to determine whether these impacts are significant, and how to mitigate these impacts. The SCAQMD intends that by providing this guidance, the air quality impacts of plans and development proposals will be analyzed accurately and consistently throughout the Air Basin, and adverse impacts will be minimized.

The following lists the SCAQMD rules that are applicable but not limited to public works projects in the Air Basin.

Rule 402 - Nuisance

Rule 402 prohibits a person from discharging from any source whatsoever such quantities of air contaminants or other material which causes injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. Compliance with Rule 402 will reduce local air quality and odor impacts to nearby sensitive receptors.

Rule 403- Fugitive Dust

Rule 403 governs emissions of fugitive dust during construction activities and requires that no person shall cause or allow the emissions of fugitive dust such that dust remains visible in the atmosphere beyond the property line or the dust emission exceeds 20 percent opacity, if the dust is from the operation of a motorized vehicle. Compliance with this rule is achieved through application of standard Best Available Control Measures, which include but are not limited to the measures below. Compliance with these rules would reduce local air quality impacts to nearby sensitive receptors.

- Utilize either a pad of washed gravel 50 feet long, 100 feet of paved surface, a wheel shaker, or a wheel washing device to remove material from vehicle tires and undercarriages before leaving project site.
- Do not allow any track out of material to extend more than 25 feet onto a public roadway and remove all track out at the end of each workday.

- Water all exposed areas on active sites at least three times per day and pre-water all areas prior to clearing and soil moving activities.
- Apply nontoxic chemical stabilizers according to manufacturer specifications to all construction areas that will remain inactive for 10 days or longer.
- Pre-water all material to be exported prior to loading, and either cover all loads or maintain at least 2 feet of freeboard in accordance with the requirements of California Vehicle Code Section 23114.
- Replant all disturbed area as soon as practical.
- Suspend all grading activities when wind speeds (including wind gusts) exceed 25 miles per hour.
- Restrict traffic speeds on all unpaved roads to 15 miles per hour or less.

Rules 1108 and 1108.1 – Cutback and Emulsified Asphalt

Rules 1108 and 1108.1 govern the sale, use, and manufacturing of asphalt and limits the VOC content in asphalt. This rule regulates the VOC contents of asphalt used during construction as well as any on-going maintenance during operations. Therefore, all asphalt used during construction and operation of the proposed project must comply with SCAQMD Rules 1108 and 1108.1.

Rule 1113 – Architectural Coatings

Rule 1113 governs the sale, use, and manufacturing of architectural coatings and limits the VOC content in sealers, coatings, paints and solvents. This rule regulates the VOC contents of paints available during construction. Therefore, all paints and solvents used during construction and operation of the proposed project must comply with SCAQMD Rule 1113.

Southern California Association of Governments

The SCAG is the regional planning agency for Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial Counties and addresses regional issues relating to transportation, the economy, community development and the environment. SCAG is the federally designated Metropolitan Planning Organization (MPO) for the majority of the southern California region and is the largest MPO in the nation. With respect to air quality planning, SCAG has prepared the *2020-2045 Regional Transportation Plan/Sustainable Communities Strategy* (Connect SoCal), adopted September 3, 2020and the *2019 Federal Transportation Improvement* Program (2019 FTIP), adopted September 2018, which addresses regional development and growth forecasts. Although the Connect SoCal and 2019 FTIP are primarily planning documents for future transportation projects a key component of these plans are to integrate land use planning with transportation planning that promotes higher density infill development in close proximity to existing transit service. These plans form the basis for the land use and transportation components of the AQMP, which are utilized in the preparation of air quality forecasts and in the consistency analysis included in the AQMP. The Connect SoCal, 2019 FTIP, and AQMP are based on projections originating within the City and County General Plans.

4.4 Local – City of Redlands

Local jurisdictions, such as the City of Redlands, have the authority and responsibility to reduce air pollution through its police power and decision-making authority. Specifically, the City is responsible for the assessment and mitigation of air emissions resulting from its land use decisions. The City is also

responsible for the implementation of transportation control measures as outlined in the AQMPs. Examples of such measures include bus turnouts, energy-efficient streetlights, and synchronized traffic signals. In accordance with CEQA requirements and the CEQA review process, the County assesses the air quality impacts of new development projects, requires mitigation of potentially significant air quality impacts by conditioning discretionary permits, and monitors and enforces implementation of such mitigation.

In accordance with the CEQA requirements, the City does not, however, have the expertise to develop plans, programs, procedures, and methodologies to ensure that air quality within the City and region will meet federal and state standards. Instead, the City relies on the expertise of the SCAQMD and utilizes the SCAQMD CEQA Handbook as the guidance document for the environmental review of plans and development proposals within its jurisdiction.

5.0 GLOBAL CLIMATE CHANGE MANAGEMENT

The regulatory setting related to global climate change is addressed through the efforts of various international, federal, state, regional, and local government agencies. These agencies work jointly, as well as individually, to reduce GHG emissions through legislation, regulations, planning, policy-making, education, and a variety of programs. The agencies responsible for global climate change regulations are discussed below.

5.1 International

In 1988, the United Nations established the IPCC to evaluate the impacts of global climate change and to develop strategies that nations could implement to curtail global climate change. In 1992, the United States joined other countries around the world in signing the United Nations' Framework Convention on Climate Change (UNFCCC) agreement with the goal of controlling GHG emissions. The parties of the UNFCCC adopted the Kyoto Protocol, which set binding GHG reduction targets for 37 industrialized countries, the objective of reducing their collective GHG emissions by five percent below 1990 levels by 2012. The Kyoto Protocol has been ratified by 182 countries, but has not been ratified by the United States. It should be noted that Japan and Canada opted out of the Kyoto Protocol and the remaining developed countries that ratified the Kyoto Protocol have not met their Kyoto targets. The Kyoto Protocol expired in 2012 and the amendment for the second commitment period from 2013 to 2020 has not yet entered into legal force. The Parties to the Kyoto Protocol negotiated the Paris Agreement in December 2015, agreeing to set a goal of limiting global warming to less than 2 degrees Celsius compared with pre-industrial levels. The Paris Agreement has been adopted by 195 nations with 147 ratifying it, including the United States by President Obama, who ratified it by Executive Order on September 3, 2016. On June 1, 2017, President Trump announced that the United States is withdrawing from the Paris Agreement and on January 21, 2021 President Biden signed an executive order rejoining the Paris Agreement.

Additionally, the Montreal Protocol was originally signed in 1987 and substantially amended in 1990 and 1992. The Montreal Protocol stipulates that the production and consumption of compounds that deplete ozone in the stratosphere—CFCs, halons, carbon tetrachloride, and methyl chloroform—were to be phased out, with the first three by the year 2000 and methyl chloroform by 2005.

5.2 Federal – United States Environmental Protection Agency

The United States Environmental Protection Agency (EPA) is responsible for implementing federal policy to address global climate change. The Federal government administers a wide array of public-private partnerships to reduce U.S. GHG intensity. These programs focus on energy efficiency, renewable energy, methane, and other non-CO_2 gases, agricultural practices and implementation of technologies to achieve GHG reductions. EPA implements several voluntary programs that substantially contribute to the reduction of GHG emissions.

In Massachusetts v. Environmental Protection Agency (Docket No. 05–1120), argued November 29, 2006 and decided April 2, 2007, the U.S. Supreme Court held that not only did the EPA have authority to regulate greenhouse gases, but the EPA's reasons for not regulating this area did not fit the statutory requirements. As such, the U.S. Supreme Court ruled that the EPA should be required to regulate CO2 and other greenhouse gases as pollutants under the federal Clean Air Act (CAA).

In response to the FY2008 Consolidations Appropriations Act (H.R. 2764; Public Law 110-161), EPA proposed a rule on March 10, 2009 that requires mandatory reporting of GHG emissions from large sources in the United States. On September 22, 2009, the Final Mandatory Reporting of GHG Rule was signed and published in the Federal Register on October 30, 2009. The rule became effective on December 29, 2009. This rule requires suppliers of fossil fuels or industrial GHGs, manufacturers of vehicles and engines, and facilities that emit 25,000 metric tons or more per year of GHG emissions to submit annual reports to EPA.

On December 7, 2009, the EPA Administrator signed two distinct findings under section 202(a) of the Clean Air Act. One is an endangerment finding that finds concentrations of the six GHGs in the atmosphere threaten the public health and welfare of current and future generations. The other is a cause or contribute finding, that finds emissions from new motor vehicles and new motor vehicle engines contribute to the GHG pollution which threatens public health and welfare. These actions did not impose any requirements on industry or other entities, however, since 2009 the EPA has been providing GHG emission standards for vehicles and other stationary sources of GHG emissions that are regulated by the EPA. On September 13, 2013 the EPA Administrator signed 40 CFR Part 60, that limits emissions from new sources to 1,100 pounds of CO_2 per mega-watt hour (MWh) for fossil fuel-fired utility boilers and 1,000 pounds of CO_2 per MWh for large natural gas-fired combustion units.

On August 3, 2015, the EPA announced the Clean Power Plan, emissions guidelines for U.S. states to follow in developing plans to reduce GHG emissions from existing fossil fuel-fired power plants (Federal Register Vol. 80, No. 205, October 23 2015). On October 11, 2017, the EPA issued a formal proposal to repeal the Clean Power Plan and on June 19, 2019 the EPA replaced the Clean Power Plan with the Affordable Clean Energy rule that is anticipated to lower power sector GHG emissions by 11 million tons by the year 2030.

On April 30, 2020, the EPA and the National Highway Safety Administration published the Final Rule for the *Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule for Model Years 2021-2026 Passenger Cars and Light Trucks* (SAFE Vehicles Rule). Part One of the Rule revokes California's authority to set its own GHG emissions standards and zero-emission vehicle mandates in California, which results in one emission standard to be used nationally for all passenger cars and light trucks that is set by the EPA.

5.3 State

The CARB has the primary responsible for implementing state policy to address global climate change, however there are State regulations related to global climate change that affect a variety of State agencies. CARB, which is a part of the California Environmental Protection Agency, is responsible for the coordination and administration of both the federal and state air pollution control programs within California. In this capacity, the CARB conducts research, sets California Ambient Air Quality Standards (CAAQS), compiles emission inventories, develops suggested control measures, provides oversight of local programs, and prepares the SIP. In addition, the CARB establishes emission standards for motor vehicles sold in California, consumer products (e.g. hairspray, aerosol paints, and barbeque lighter fluid), and various types of commercial equipment. It also sets fuel specifications to further reduce vehicular emissions.

In 2008, CARB approved a Climate Change Scoping Plan that proposes a "comprehensive set of actions designed to reduce overall carbon GHG emissions in California, improve our environment, reduce our dependence on oil, diversify our energy sources, save energy, create new jobs, and enhance public health" (CARB 2008). The Climate Change Scoping Plan has a range of GHG reduction actions which include direct

regulations; alternative compliance mechanisms; monetary and non-monetary incentives; voluntary actions; market-based mechanisms such as a cap-and-trade system. In 2014, CARB approved the First Update to the Climate Change Scoping Plan (CARB, 2014) that identifies additional strategies moving beyond the 2020 targets to the year 2050. On December 14, 2017 CARB adopted the California's 2017 Climate Change Scoping Plan, November 2017 (CARB, 2017) that provides specific statewide policies and measures to achieve the 2030 GHG reduction target of 40 percent below 1990 levels by 2030 and the aspirational 2050 GHG reduction target of 80 percent below 1990 levels by 2050. In addition, the State has passed the following laws directing CARB to develop actions to reduce GHG emissions, which are listed below in chronological order, with the most current first.

Executive Order B-55-18 and Assembly Bill 1279

The California Governor issued Executive Order B-55-18 in September 2018 that establishes a new statewide goal to achieve carbon neutrality as soon as possible, but no later than 2045. This executive order directs CARB to work with relevant State agencies to develop a framework for implementation and accounting that tracks progress toward this goal as well as ensuring future scoping plans identify and recommend measures to achieve this carbon neutrality goal. Assembly Bill 1279 was passed by the legislature in September 2022 that codifies the carbon neutrality targets provided in Executive Order B-55-18. The *2022 Scoping Plan for Achieving Carbon Neutrality,* prepared by CARB, November 16, 2022 that will be considered for adoption at CARB's December Board meeting, was prepared in order to meet the carbon neutrality goal targets developed in Executive Order B-55-18 and codified in Assembly Bill 1279.

Executive Order N-79-20

The California Governor issued Executive Order N-79-20 on September 23, 2020 that requires all new passenger cars and trucks and commercial drayage trucks sold in California to be zero-emissions by the year 2035 and all medium- heavy-duty vehicles (commercial trucks) sold in the state to be zero-emission by 2045 for all operations where feasible. Executive Order N-79-20 also requires all off-road vehicles and equipment to transition to 100 percent zero-emission equipment, where feasible by 2035.

California Code of Regulations (CCR) Title 24, Part 6

The CEC is also responsible for implementing the CCR Title 24, Part 6: *California's Energy Efficiency Standards for Residential and Nonresidential Buildings* (Title 24 Part 6) that were first established in 1978 in response to a legislative mandate to reduce California's energy consumption. In 2008 the State set an energy-use reduction goal of zero-net-energy use of all new homes by 2020 and the CEC was mandated to meet this goal through revisions to the Title 24, Part 6 regulations.

The Title 24 standards are updated on a three-year schedule and since 2008 the standards have been incrementally moving to the 2020 goal of the zero-net-energy use. The 2022 Title 24 standards are the current standards that went into effect on January 1, 2023.

According to the Title 24 Part 6 Fact Sheet, the CEC estimates that over 30 years the 2022 Title 24 standards will reduce 10 $MMTCO_2e$ of GHG emissions, which is equivalent to taking nearly 2.2 million cars off the road for a year. For single-family homes, the CEC estimates that the 2022 Title 24 changes from using natural gas furnaces to electric heat pumps to heat new homes and would reduce net CO_2 emissions by 16,230 $MTCO_2e$ per year, when compared to the 2019 Title 24 standards, which is equivalent of taking 3,641 gas cars off the road each year. The 2022 Title 24 standards will: (1) Increase onsite renewable energy generation; (2) Increases electric load flexibility to support grid reliability; (3) Reduces emissions

from newly constructed buildings; (4) Reduces air pollution for improved public health; and (5) Encourages adoption of environmentally beneficial efficient electric technologies.

California Code of Regulations (CCR) Title 24, Part 11

CCR Title 24, Part 11: *California Green Building Standards* (CalGreen Code) was developed in response to continued efforts to reduce GHG emissions associated with energy consumption. The CalGreen Code is also updated every three years and the current version is the 2022 CalGreen Code.

The CalGreen Code contains requirements for construction site selection; storm water control during construction; construction waste reduction; indoor water use reduction; material selection; natural resource conservation; site irrigation conservation; and more. The code provides for design options allowing the designer to determine how best to achieve compliance for a given site or building condition. The code also requires building commissioning, which is a process for verifying that all building systems (e.g., heating and cooling equipment and lighting systems) are functioning at their maximum efficiency.

The CalGreen Code provides standards for bicycle parking, carpool/vanpool/electric vehicle spaces, light and glare reduction, grading and paving, energy efficient appliances, renewable energy, graywater systems, water efficient plumbing fixtures, recycling and recycled materials, pollutant controls (including moisture control and indoor air quality), acoustical controls, storm water management, building design, insulation, flooring, and framing, among others. Implementation of the CalGreen Code measures reduces energy consumption and vehicle trips and encourages the use of alternative-fuel vehicles, which reduces pollutant emissions.

Some of the notable changes in the 2022 CalGreen Code over the prior 2019 CalGreen Code for nonresidential development mandatory requirements include repeal of the designated parking spaces for clean air vehicles, an increase in the number of electric vehicle (EV) ready parking spaces and a new requirement for installed Level 2 or DCFC EV charging stations for autos and added EV charging readiness requirements to loading docks, enhanced thermal insulation requirements, and acoustical ceilings are now required.

Senate Bill 100 and Executive Order B-55-18

Senate Bill 100 (SB 100) was adopted September 2018 and the California Governor issued Executive Order B-55-18 in September 2018, shortly before SB 100 was adopted. SB 100 and Executive Order B-55-18 requires that by December 1, 2045 that 100 percent of retail sales of electricity to be generated from renewable or zero-carbon emission sources of electricity. SB 100 supersedes the renewable energy requirements set by SB 350, SB 1078, SB 107, and SB X1-2. However, the interim renewable energy thresholds from the prior Bills of 44 percent by December 31, 2024, 52 percent by December 31, 2027, and 60 percent by December 31, 2030, will remain in effect.

Executive Order B-48-18 and Assembly Bill 2127

The California Governor issued Executive Order B-48-18 on January 26, 2018 that orders all state entities to work with the private sector to put at least five million zero-emission vehicles on California roads by 2030 and to install 200 hydrogen fueling stations and 250,000 electric vehicle chargers by 2025. Currently there are approximately 350,000 electric vehicles operating in California, which represents approximately 1.5 percent of the 24 million vehicles total currently operating in California. Implementation of Executive Order B-48-18 would result in approximately 20 percent of all vehicles in California to be zero emission electric vehicles. Assembly Bill 2127 (AB 2127) was codified into statute on September 13, 2018 and

requires that the CEC working with CARB prepare biannual assessments of the statewide electric vehicle charging infrastructure needed to support the levels of zero emission vehicle adoption required for the State to meet its goals of putting at least 5 million zero-emission vehicles on California roads by 2030.

Executive Order B-30-15, Senate Bill 32 and Assembly Bill 197

The California Governor issued Executive Order B-30-15 on April 29, 2015 that aims to reduce California's GHG emissions 40 percent below 1990 levels by 2030. This executive order aligns California's GHG reduction targets with those of other international governments, such as the European Union that set the same target for 2030 in October, 2014. This target will make it possible to reach the ultimate goal of reducing GHG emissions 80 percent under 1990 levels by 2050 that is based on scientifically established levels needed in the U.S.A to limit global warming below 2 degrees Celsius – the warming threshold at which scientists say there will likely be major climate disruptions such as super droughts and rising sea levels. Assembly Bill 197 (AB 197) (September 8, 2016) and Senate Bill 32 (SB 32) (September 8, 2016) codified into statute the GHG emissions reduction targets of at least 40 percent below 1990 levels by 2030 as detailed in Executive Order B-30-15. AB 197 also requires additional GHG emissions reporting that is broken down to sub-county levels and requires CARB to consider the social costs of emissions impacting disadvantaged communities.

Executive Order B-29-15

The California Governor issued Executive Order B-29-15 on April 1, 2015 and directed the State Water Resources Control Board to impose restrictions to achieve a statewide 25% reduction in urban water usage and directed the Department of Water Resources to replace 50 million square feet of lawn with drought tolerant landscaping through an update to the State's Model Water Efficient Landscape Ordinance. The Ordinance also requires installation of more efficient irrigation systems, promotion of greywater usage and onsite stormwater capture, and limits the turf planted in new residential landscapes to 25 percent of the total area and restricts turf from being planted in median strips or in parkways unless the parkway is next to a parking strip and a flat surface is required to enter and exit vehicles. Executive Order B-29-15 would reduce GHG emissions associated with the energy used to transport and filter water.

Assembly Bill 341 and Senate Bills 939 and 1374

Senate Bill 939 (SB 939) requires that each jurisdiction in California to divert at least 50 percent of its waste away from landfills, whether through waste reduction, recycling or other means. Senate Bill 1374 (SB 1374) requires the California Integrated Waste Management Board to adopt a model ordinance by March 1, 2004 suitable for adoption by any local agency to require 50 to 75 percent diversion of construction and demolition of waste materials from landfills. Assembly Bill 341 (AB 341) was adopted in 2011 and builds upon the waste reduction measures of SB 939 and 1374, and set a new target of a 75 percent reduction in solid waste generated by the year 2020.

Senate Bill 375

Senate Bill 375 (SB 375) was adopted September 2008 in order to support the State's climate action goals to reduce GHG emissions through coordinated regional transportation planning efforts, regional GHG emission reduction targets, and land use and housing allocation. SB 375 requires CARB to set regional targets for GHG emissions reductions from passenger vehicle use. In 2010, CARB established targets for 2020 and 2035 for each Metropolitan Planning Organizations (MPO) within the State. It was up to each MPO to adopt a sustainable communities strategy (SCS) that will prescribe land use allocation in that MPOs Regional Transportation Plan (RTP) to meet CARB's 2020 and 2035 GHG emission reduction targets. These reduction targets are required to be updated every eight years and the most current targets are

detailed at: https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plan-targets, which provides GHG emissions reduction targets for SCAG of 8 percent by 2020 and 19 percent by 2035.

The *2020-2045 Regional Transportation Plan/Sustainable Communities Strategy* (Connect SoCal), adopted September 3, 2020 provides a 2035 GHG emission reduction target of 19 percent reduction over the 2005 per capita emissions levels. The Connect SoCal include new initiatives of land use, transportation and technology to meet the 2035 new 19 percent GHG emission reduction target for 2035. CARB is also charged with reviewing SCAG's RTP/SCS for consistency with its assigned targets.

City and County land use policies, including General Plans, are not required to be consistent with the RTP and associated SCS. However, new provisions of CEQA incentivize, through streamlining and other provisions, qualified projects that are consistent with an approved SCS and categorized as "transit priority projects."

Assembly Bill 32

In 2006, the California State Legislature adopted AB 32, the California Global Warming Solutions Act of 2006. AB 32 requires CARB, to adopt rules and regulations that would achieve GHG emissions equivalent to statewide levels in 1990 by 2020 through an enforceable statewide emission cap which will be phased in starting in 2012. Emission reductions shall include carbon sequestration projects that would remove carbon from the atmosphere and utilize best management practices that are technologically feasible and cost effective.

In 2007 CARB released the calculated Year 1990 GHG emissions of 431 $MMTCO_2e$. The 2020 target of 431 $MMTCO_2e$ requires the reduction of 78 $MMTCO_2e$, or approximately 16 percent from the State's projected 2020 business as usual emissions of 509 $MMTCO_2e$ (CARB, 2014). Under AB 32, CARB was required to adopt regulations by January 1, 2011 to achieve reductions in GHGs to meet the 1990 cap by 2020. Early measures CARB took to lower GHG emissions included requiring operators of the largest industrial facilities that emit 25,000 metric tons of CO_2 in a calendar year to submit verification of GHG emissions by December 1, 2010. The CARB Board also approved nine discrete early action measures that include regulations affecting landfills, motor vehicle fuels, refrigerants in cars, port operations and other sources, all of which became enforceable on or before January 1, 2010.

CARB's Scoping Plan that was adopted in 2009, proposes a variety of measures including: strengthening energy efficiency and building standards; targeted fees on water and energy use; a market-based cap-and-trade system; achieving a 33 percent renewable energy mix; and a fee regulation to fund the program. The 2014 update to the Scoping Plan identifies strategies moving beyond the 2020 targets to the year 2050.

The Cap-and-Trade Program established under the Scoping Plan sets a statewide limit on sources responsible for 85 percent of California's GHG emissions, and has established a market for long-term investment in energy efficiency and cleaner fuels since 2012.

Assembly Bill 1493

California Assembly Bill 1493 (also known as the Pavley Bill, in reference to its author Fran Pavley) was enacted on July 22, 2002 and required CARB to develop and adopt regulations that reduce GHGs emitted by passenger vehicles and light duty trucks. In 2004, CARB approved the "Pavley I" regulations limiting

the amount of GHGs that may be released from new passenger automobiles that are being phased in between model years 2009 through 2016. These regulations will reduce GHG emissions by 30 percent from 2002 levels by 2016. In June 2009, the EPA granted California the authority to implement GHG emission reduction standards for light duty vehicles, in September 2009, amendments to the Pavley I regulations were adopted by CARB and implementation of the "Pavley I" regulations started in 2009.

The second set of regulations "Pavley II" was developed in 2010, and is being phased in between model years 2017 through 2025 with the goal of reducing GHG emissions by 45 percent by the year 2020 as compared to the 2002 fleet. The Pavley II standards were developed by linking the GHG emissions and formerly separate toxic tailpipe emissions standards previously known as the "LEV III" (third stage of the Low Emission Vehicle standards) into a single regulatory framework. The new rules reduce emissions from gasoline-powered cars as well as promote zero-emissions auto technologies such as electricity and hydrogen, and through increasing the infrastructure for fueling hydrogen vehicles. In 2009, the U.S. EPA granted California the authority to implement the GHG standards for passenger cars, pickup trucks and sport utility vehicles and these GHG emissions standards are currently being implemented nationwide.

The EPA has performed a midterm evaluation of the longer-term standards for model years 2022-2025, and based on the findings of this midterm evaluation, the EPA proposed The Safer Affordable Fuel Efficient (SAFE) Vehicles Proposed Rule for Model Years 2021-2026 that amends the corporate average fuel economy (CAFE) and GHG emissions standards for light vehicles for model years 2021 through 2026. The SAFE Vehicles Rule was published on April 30, 2020 and made effective on June 29, 2020.

5.4 Regional – Southern California

The SCAQMD is the agency principally responsible for comprehensive air pollution control in the Air Basin. To that end, as a regional agency, the SCAQMD works directly with SCAG, county transportation commissions, and local governments and cooperates actively with all federal and state agencies.

South Coast Air Quality Management District

SCAQMD develops rules and regulations, establishes permitting requirements for stationary sources, inspects emission sources, and enforces such measures through educational programs or fines, when necessary. SCAQMD is directly responsible for reducing emissions from stationary, mobile, and indirect sources. The SCAQMD is also responsible for GHG emissions for projects where it is the lead agency. However, for other projects in the Air Basin where it is not the lead agency, it is limited to providing resources to other lead agencies in order to assist them in determining GHG emission thresholds and GHG reduction measures. In order to assist local agencies with direction on GHG emissions, the SCAQMD organized a Working Group, which is described below.

SCAQMD Working Group

Since neither CARB nor the OPR has developed GHG emissions threshold, the SCAQMD formed a Working Group to develop significance thresholds related to GHG emissions. At the September 28, 2010 Working Group meeting, the SCAQMD released its most current version of the draft GHG emissions thresholds, which recommends a tiered approach that either provides a quantitative annual thresholds of 3,500 $MTCO_2e$ for residential uses, 1,400 $MTCO_2e$ for commercial uses, 3,000 $MTCO_2e$ for mixed uses, and 10,000 $MTCO_2e$ for industrial uses.

Southern California Association of Governments

The SCAG is the regional planning agency for Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial Counties and addresses regional issues relating to transportation, the economy, community development and the environment. SCAG is the federally designated Metropolitan Planning Organization (MPO) for the majority of the southern California region and is the largest MPO in the nation. With respect to air quality planning, SCAG has prepared the Connect SoCal and 2019 FTIP addresses regional development and growth forecasts. Although the Connect SoCal and 2019 FTIP are primarily planning documents for future transportation projects a key component of these plans are to integrate land use planning with transportation planning that promotes higher density infill development in close proximity to existing transit service. These plans form the basis for the land use and transportation components of the AQMP, which are utilized in the preparation of air quality forecasts and in the consistency analysis included in the AQMP. The Connect SoCal, 2019 FTIP, and AQMP are based on projections originating within the City and County General Plans.

5.5 Local – City of Redlands

Local jurisdictions, such as the City of Redlands, have the authority and responsibility to reduce GHG emissions through their police power and decision-making authority. Specifically, the City is responsible for the assessment and mitigation of GHG emissions resulting from its land use decisions. In accordance with CEQA requirements and the CEQA review process, the City assesses the global climate change potential of new development projects, requires mitigation of potentially significant global climate change impacts by conditioning discretionary permits, and monitors and enforces implementation of such mitigation. In order to address the State's GHG emissions reduction standards within the City, the *City of Redlands Climate Action Plan* (Redlands CAP), was adopted on December 5, 2017. The Redlands CAP incorporates the guidelines established in *California's 2017 Climate Change Scoping Plan* (2017 Scoping Plan), prepared by CARB, November 2017. The 2017 Scoping Plan was prepared to meet the most current GHG emissions reduction targets set in Executive Order S-3-15 and SB 32 that recommends local governments to develop plans to reduce GHG emissions to 6 $MTCO_2e$ per capita per year by the year 2030 and 2 $MTCO_2e$ per capita per year by the year 2050. Since the Redlands CAP was prepared in coordination with the General Plan that has a horizon year of 2035, the Redlands CAP provides a year 2035 target of 5 $MTCO_2e$ per capita per year, which was determined through interpolation of the 2030 and 2035 GHG emissions targets.

6.0 ATMOSPHERIC SETTING

6.1 South Coast Air Basin

The project site is located within City of Redlands within the County of San Bernardino, which is part of the South Coast Air Basin (Air Basin) that includes the non-desert portions of Riverside, San Bernardino, and Los Angeles Counties and all of Orange County. The Air Basin is located on a coastal plain with connecting broad valleys and low hills to the east. Regionally, the Air Basin is bounded by the Pacific Ocean to the southwest and high mountains to the east forming the inland perimeter.

6.2 Local Climate

The climate of western San Bernardino County, technically called an interior valley subclimate of the Southern California's Mediterranean-type climate, is characterized by hot dry summers, mild moist winters with infrequent rainfall, moderate afternoon breezes, and generally fair weather. Occasional periods of strong Santa Ana winds and winter storms interrupt the otherwise mild weather pattern. The clouds and fog that form along the area's coastline rarely extend as far inland as western San Bernardino County. When morning clouds and fog form, they typically burn off quickly after sunrise. The most important weather pattern from an air quality perspective is associated with the warm season airflow across the densely populated areas located west of the project site. This airflow brings polluted air into western San Bernardino County late in the afternoon. This transport pattern creates unhealthful air quality that may extend to the project site particularly during the summer months.

Winds are an important parameter in characterizing the air quality environment of a project site because they both determine the regional pattern of air pollution transport and control the rate of dispersion near a source. Daytime winds in western San Bernardino County are usually light breezes from off the coast as air moves regionally onshore from the cool Pacific Ocean to the warm Mojave Desert interior of Southern California. These winds allow for good local mixing, but as discussed above, these coastal winds carry significant amounts of industrial and automobile air pollutants from the densely urbanized western portion of the Air Basin into the interior valleys which become trapped by the mountains that border the eastern and northern edges of the Air Basin.

In the summer, strong temperature inversions may occur that limit the vertical depth through which air pollution can be dispersed. Air pollutants concentrate because they cannot rise through the inversion layer and disperse. These inversions are more common and persistent during the summer months. Over time, sunlight produces photochemical reactions within this inversion layer that creates ozone, a particularly harmful air pollutant. Occasionally, strong thermal convections occur which allows the air pollutants to rise high enough to pass over the mountains and ultimately dilute the smog cloud.

In the winter, light nocturnal winds result mainly from the drainage of cool air off of the mountains toward the valley floor while the air aloft over the valley remains warm. This forms a type of inversion known as a radiation inversion. Such winds are characterized by stagnation and poor local mixing and trap pollutants such as automobile exhaust near their source. Despite light wind conditions, especially at night and in the early morning, winter is generally a period of good air quality in the project vicinity.

The temperature and precipitation levels for the Redlands Monitoring station, which is the nearest weather station to the project site with historical data are shown below in Table E. Table E shows that August is typically the warmest month and December is typically the coolest month. Rainfall in the project

area varies considerably in both time and space. Almost all the annual rainfall comes from the fringes of mid-latitude storms from late November to early April, with summers being almost completely dry.

Table E – Monthly Climate Data

Month	Average Maximum Temperature (°F)	Average Minimum Temperature (°F)	Average Total Precipitation (inches)
January	64.8	39.4	2.68
February	66.1	41.3	2.64
March	69.1	43.6	2.28
April	73.8	46.8	1.17
May	78.6	51.2	0.47
June	86.8	55.2	0.10
July	94.5	60.3	0.07
August	94.3	60.7	0.15
September	90.2	57.6	0.28
October	81.0	54.3	0.69
November	72.6	44.0	1.13
December	65.8	39.6	1.89
Annual	**78.1**	**49.2**	**13.56**

Source: https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?ca7306

6.3 Monitored Local Air Quality

The air quality at any site is dependent on the regional air quality and local pollutant sources. Regional air quality is determined by the release of pollutants throughout the Air Basin. Improvements in cleaner technology and strict regulations have reduced ozone levels since its peak in the mid-twentieth century. However, ozone levels have remained unacceptably high over the past decade despite significant reductions. This trend is due to the changes in climate and other weather conditions such as the increase in hot, stagnant days that can lead to the formation of ozone that we have experienced in recent years. (SCAQMD, 2022).

SCAQMD has divided the Air Basin into 38 air-monitoring areas with a designated ambient air monitoring station representative of each area. The project site is located in Air Monitoring Area 34, Central San Bernardino Valley, which covers the area from Fontana to the base of the San Bernardino Mountains. Since not all air monitoring stations measure all of the tracked pollutants, the data from the following two monitoring stations, listed in the order of proximity to the project site have been used: Redlands-Dearborn Monitoring Station (Redlands Station) and San Bernardino-4th Street Monitoring Station (San Bernardino Station).

The Redlands Station is located approximately 3.2 miles north of the project site at 500 North Dearborn Street, Redlands and the San Bernardino Station is located approximately 10 miles northwest of the project site at 24302 4th Street, San Bernardino. Table F presents the monitored pollutant levels from these Monitoring Stations. Ozone and PM10 were measured at the Redlands Station and NO_2 and PM2.5 were measured at the San Bernardino Station. CO measurements have not been provided, since CO is currently in attainment in the Air Basin and monitoring of CO within the Air Basin ended on March 31, 2013. It should also be noted that due to the air monitoring stations distances from the project site,

recorded air pollution levels at the air monitoring stations reflect with varying degrees of accuracy, local air quality conditions at the project site.

Table F – Local Area Air Quality Monitoring Summary

Pollutant (Standard)	Year 2020	2021	2022
Ozone: [1]			
Maximum 1-Hour Concentration (ppm)	0.173	0.145	0.135
Days > CAAQS (0.09 ppm)	**104**	**74**	**63**
Maximum 8-Hour Concentration (National Measurement) (ppm)	0.136	0.119	0.109
Days > NAAQS (0.070 ppm)	**141**	**114**	**104**
Days > CAAQs (0.070 ppm)	**145**	**118**	**106**
Nitrogen Dioxide: [2]			
Maximum 1-Hour Concentration (ppb)	54.0	56.3	52.6
Days > NAAQS (100 ppb)	0	0	0
Days > CAAQS (180 ppb)	0	0	0
Inhalable Particulates (PM10) : [1]			
Maximum 24-Hour National Measurement (ug/m^3)	87.7	44.2	50.5
Days > NAAQS (150 ug/m^3)	0	0	0
Days > CAAQS (50 ug/m^3)	**2**	0	0
Annual Arithmetic Mean (AAM) (ug/m^3)	24.7	23.7	22.4
Annual > NAAQS (50 ug/m^3)	No	No	No
Annual > CAAQS (20 ug/m^3)	**Yes**	**Yes**	**Yes**
Ultra-Fine Particulates (PM2.5): [2]			
Maximum 24-Hour National Measurement (ug/m^3)	56.6	57.9	40.1
Days > NAAQS (35 ug/m^3)	**2**	**1**	**2**
Annual Arithmetic Mean (AAM) (ug/m^3)	ND	11.9	11.3
Annual > NAAQS and CAAQS (12 ug/m^3)	No	No	No

Notes: Exceedances are listed in **bold.** CAAQS = California Ambient Air Quality Standard; NAAQS = National Ambient Air Quality Standard; ppm = parts per million; ppb = parts per billion; ND = no data available.

[1] Data obtained from the Redlands Station.

[2] Data obtained from the San Bernardino Station.

Source: http://www.arb.ca.gov/adam/

Ozone

During the last three years, the State 1-hour concentration standard for ozone has been exceeded between 63 and 104 days each year at the Redlands Station. The State 8-hour ozone standard has been exceeded between 106 and 145 days each year over the last three years at the Redlands Station. The Federal 8-hour ozone standard has been exceeded between 104 and 141 days each year over the last three years at the Redlands Station. Ozone is a secondary pollutant as it is not directly emitted. Ozone is the result of chemical reactions between other pollutants, most importantly hydrocarbons and NO_2, which

occur only in the presence of bright sunlight. Pollutants emitted from upwind cities react during transport downwind to produce the oxidant concentrations experienced in the area. Many areas of Southern California contribute to the ozone levels experienced at this monitoring station, with the more significant areas being those directly upwind.

Nitrogen Dioxide

The San Bernardino Station did not record an exceedance of either the Federal or State 1-hour NO_2 standards for the last three years.

Particulate Matter

The State 24-hour concentration standard for PM10 has been exceeded for only two days in the year 2020 over the past three years at the Redlands Station. Over the past three years the Federal 24-hour standard for PM10 has not been exceeded at the Redlands Station. The annual PM10 concentration at the San Bernardino Station has exceeded the State standard for the past three years and has not exceeded the Federal standard for the past three years.

Over the past three years the federal 24-hour concentration standard for PM2.5 has been exceeded between one and two days each year over the past three years at the San Bernardino Station. The annual PM2.5 concentrations at the San Bernardino Station has been within both the State and Federal standards for the past three years. There does not appear to be a noticeable trend for PM10 or PM2.5 in either maximum particulate concentrations or days of exceedances in the area. Particulate levels in the area are due to natural sources, grading operations, and motor vehicles.

According to the EPA, some people are much more sensitive than others to breathing fine particles (PM10 and PM2.5). People with influenza, chronic respiratory and cardiovascular diseases, and the elderly may suffer worsening illness and premature death due to breathing these fine particles. People with bronchitis can expect aggravated symptoms from breathing in fine particles. Children may experience decline in lung function due to breathing in PM10 and PM2.5. Other groups considered sensitive are smokers and people who cannot breathe well through their noses. Exercising athletes are also considered sensitive, because many breathe through their mouths during exercise.

6.4 Toxic Air Contaminant Levels in the Air Basin

In order to determine the Air Basin-wide risks associated with major airborne carcinogens, the SCAQMD conducted the Multiple Air Toxics Exposure Study (MATES) studies. According to the MATES V study (SCAQMD, 2021), the project site has an estimated cancer risk of 341 per million persons chance of cancer. In comparison, the average cancer risk for the Air Basin is 455 per million persons. The MATES V study monitored air toxins between May 1, 2018 to April 30, 2019, found that cancer risk from air toxics has declined significantly in the Air Basin with a 40 percent decrease in cancer risk since the monitoring for the MATES IV study that occurred between July 1, 2012 and June 30, 2013 and an 84 percent decrease in cancer risk since the monitoring for the MATES II study that occurred between April 1, 1998 and March 31, 1999.

The MATES V study also analyzed impacts specific to the communities experiencing environmental injustices (EJ communities) that were evaluated using the Senate Bill 535 definition of disadvantaged communities, which found that between MATES IV and MATES V, the cancer risk from air toxics decreased by 57 percent in EJ communities overall, compared to a 53 percent reduction in non-EJ communities.

In order to provide a perspective of risk, it is often estimated that the incidence in cancer over a lifetime for the U.S. population ranges between 1 in 3 to 4 and 1 in 3, or a risk of about 300,000 per million persons. The MATES-III study referenced a Harvard Report on Cancer Prevention, which estimated that of cancers associated with known risk factors, about 30 percent were related to tobacco, about 30 percent were related to diet and obesity, and about 2 percent were associated with environmental pollution related exposures that includes hazardous air pollutants.

7.0 MODELING PARAMETERS AND ASSUMPTIONS

7.1 CalEEMod Model Input Parameters

The criteria air pollution and GHG emissions impacts created by the proposed project have been analyzed through use of the California Emissions Estimator Model (CalEEMod) Version 2022.1.1.19. CalEEMod is a computer model published by the California Air Pollution Control Officers Association (CAPCOA) for estimating air pollutant and GHG emissions. The CalEEMod program uses the EMFAC2021 computer program to calculate the emission rates specific for the South Coast Air Basin portion of San Bernardino County for employee, vendor and haul truck vehicle trips and the OFFROAD2007 and OFFROAD2011 computer programs to calculate emission rates for heavy equipment operations. EMFAC2021, OFFROAD2007 and OFFROAD2011 are computer programs generated by CARB that calculates composite emission rates for vehicles. Emission rates are reported by the program in grams per trip and grams per mile or grams per running hour.

The project characteristics in the CalEEMod model were set to a project location of the South Coast Air Basin portion of San Bernardino County, utility companies of Southern California Edison and Southern California Gas and a project opening year of 2025.

Land Use Parameters

The proposed project consists of construction of two new above ground 220 foot diameter factory-coated bolt carbon steel tanks. It is anticipated that approximately 6.2 acres will be disturbed as part of the proposed project. A driveway will be constructed utilizing asphalt/gravel that connects the water tanks to Helen Court. Two parking spaces will also be installed for maintenance purposes. Since the final plans are not yet available, this analysis is based on the paved area covering up to 0.7 acres. The proposed project is expected to break ground in 2024 and be completed by 2025.

The proposed project's land use parameters that were entered into the CalEEMod model are shown in Table G.

Table G – CalEEMod Land Use Parameters

Proposed Land Use	Land Use Subtype in CalEEMod	Land Use Size[1]	Lot Acreage[2]	Building[3] (square feet)	Landscaped Area[4] (sq ft)
Proposed Reservoirs	User Defined Industrial	6 AC	5.50	76,027	23,951
Paved Areas	Other Asphalt Surfaces	1 AC	0.70	--	3,049

Notes:
[1] TSF = Thousand Square Feet; AC = Acres
[2] Lot acreage calculated based on the total disturbed area of 6.2-acres.
[3] Building square feet represents area where architectural coatings will be applied.
[4] Landscaped area based on 10 percent of the area disturbed, spread proportionally between land uses.

Construction Parameters

Construction of the proposed project is anticipated to start around May 2024 and was modeled based on the CalEEMod default timing that would have construction completed by July 2025. The construction-related GHG emissions were based on a 30-year amortization rate as recommended in the SCAQMD GHG Working Group meeting on November 19, 2009. The phases of construction activities that have been

analyzed are detailed below and include: 1) Site Preparation; 2) Grading, 3) Building construction, 4) Paving; and) Application of architectural coatings.

The CalEEMod model provides the selection of "mitigation" to account for project conditions that would result in less emissions than a project without these conditions, however it should be noted that this "mitigation" may represent regulatory requirements. This includes the required to adherence to SCAQMD Rule 403, which requires that the Best Available Control Measures be utilized to reduce fugitive dust emissions and was modeled in CalEEMod by selection of mitigation of water all exposed areas three times per day.

Site Preparation

The site preparation phase would consist of removing any vegetation, tree stumps, and stones onsite prior to grading. The site preparation phase was modeled as starting in May 2024 and was modeled as occurring over two weeks, which is based on the CalEEMod default timing. The site preparation activities would generate an average of 17.5 worker trips per day. In order to account for water truck emissions, three onsite truck trips per day with a 0.25-mile length was added to the site preparation phase. The onsite equipment would consist of three rubber-tired dozers, and four of either tractors, loaders, or backhoes, which is based on the CalEEMod default equipment mix.

Grading

The grading phase would occur after completion of the site preparation phase and was modeled as occurring over four weeks, which is based on the CalEEMod default timing. The grading would likely be balanced, which would result in no dirt being imported or exported from the project site. The grading activities would generate 15 worker trips per day. In order to account for water truck emissions, three onsite truck trips per day with a 0.25-mile length was added to the grading phase. The onsite equipment would consist of one excavator, one grader, one rubber-tired dozer, and three of either tractors, loaders, or backhoes, which is based on the CalEEMod default equipment mix.

Building Construction

The building construction would occur after the completion of the grading phase and was modeled as occurring over 11 months, which is based on the CalEEMod default timing. The building construction phase would generate an average of 31.9 worker trips and 12.5 vendor trips per day. The onsite equipment would consist of the simultaneous operation of one crane, three forklifts, one generator, one welder, and three of either tractors, loaders, or backhoes, which is based on the CalEEMod default equipment mix.

Paving

The paving phase would consist of paving the onsite driveway and parking. The paving phase would occur after the completion of the building construction phase and was modeled as occurring over four weeks, which is based on the CalEEMod default timing. The paving phase would generate an average of 15 worker trips per day. The onsite equipment would consist of the simultaneous operation of two pavers, two paving equipment, and two rollers, which is based on the CalEEMod default equipment mix.

Architectural Coating

The application of architectural coatings would occur after completion of the paving phase and was modeled as occurring over four weeks, which is based on the CalEEMod default timing. The architectural

coating phase would generate an average of 6.4 worker trips per day. The onsite equipment would consist of one air compressor, which is based on the CalEEMod default equipment mix.

Operational Emissions Modeling

In general, operation of the new reservoir tanks will be passive as there will be no equipment installed on the reservoir tanks that creates air emissions. The existing water tank will continue to function while the new reservoir tanks are constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees, that includes landscaping. No change would occur between the maintenance activities for the existing water tank and proposed reservoir tanks. As such, operation of the proposed project would not create any additional air emissions, over which is currently being created, and no operational air emission modeling was performed.

8.0 THRESHOLDS OF SIGNIFICANCE

8.1 Regional Air Quality

Many air quality impacts that derive from dispersed mobile sources, which are the dominate pollution generators in the Air Basin, often occurs hours later and miles away after photochemical processes have converted primary exhaust pollutants into secondary contaminants such as ozone. The incremental regional air quality impact of an individual project is generally very small and difficult to measure. Therefore, SCAQMD has developed significance thresholds based on the volume of pollution emitted rather than on actual ambient air quality because the direct air quality impact of a project is not quantifiable on a regional scale. The SCAQMD CEQA Handbook states that any project in the Air Basin with daily emissions that exceed any of the identified significance thresholds should be considered as having an individually and cumulatively significant air quality impact. For the purposes to this air quality impact analysis, a regional air quality impact would be considered significant if emissions exceed the SCAQMD significance thresholds identified in Table H.

Table H – SCAQMD Regional Criteria Pollutant Emission Thresholds of Significance

	Pollutant Emissions (pounds/day)						
	VOC	**NOx**	**CO**	**SOx**	**PM10**	**PM2.5**	**Lead**
Construction	75	100	550	150	150	55	3
Operation	55	55	550	150	150	55	3

Source: http://www.aqmd.gov/docs/default-source/ceqa/handbook/scaqmd-air-quality-significance-thresholds.pdf?sfvrsn=2

8.2 Local Air Quality

Project-related construction air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the Air Basin. In order to assess local air quality impacts the SCAQMD has developed Localized Significant Thresholds (LSTs) to assess the project-related air emissions in the project vicinity. SCAQMD has also provided *Final Localized Significance Threshold Methodology* (LST Methodology), July 2008, which details the methodology to analyze local air emission impacts. The LST Methodology found that the primary emissions of concern are NO_2, CO, PM10, and PM2.5.

The LST Methodology provides Look-Up Tables with different thresholds based on the location and size of the project site and distance to the nearest sensitive receptors. As detailed above in Section 6.3, the project site is located in Air Monitoring Area 34, Central San Bernardino Valley. The Look-Up Tables provided in the LST Methodology include project site acreage sizes of 1-acre, 2-acres and 5-acres. Since the proposed project would disturb up to 6.2 acres, the 5-acre thresholds were utilized, since it is the closest acreage size available. It should also be noted that no more than 5-acres would be disturbed in any workday as part of the proposed project.

The nearest sensitive receptor to the project site is a single-family home that is located as near as 280 feet (85 meters) south of the area that would be disturbed as part of the proposed project. As such, the 50 meter and 100 meter thresholds were interpolated to find the 85 meter thresholds. Table I below shows the LSTs for NO_2, PM10 and PM2.5 for both construction and operational activities.

Table I – SCAQMD Local Air Quality Thresholds of Significance

Activity	Allowable Emissions (pounds/day)[1]			
	NOx	CO	PM10	PM2.5
Construction	356	3,630	59	15
Operation	356	3,630	15	4

Notes:
[1] The nearest offsite sensitive receptor is a single-family home located as near as 280 feet (85 meters) south of the area that would be disturbed. As such, the 50 meter and 100 meter thresholds were interpolated to find the 85 meter thresholds.
Source: Calculated from SCAQMD's Mass Rate Look-up Tables for five acres in Air Monitoring Area 34, San Bernardino Valley.

8.3 Toxic Air Contaminants

According to the SCAQMD CEQA Handbook, any project that has the potential to expose the public to toxic air contaminants in excess of the following thresholds would be considered to have a significant air quality impact:

- If the Maximum Incremental Cancer Risk is 10 in one million or greater; or
- Toxic air contaminants from the proposed project would result in a Hazard Index increase of 1 or greater.

In order to determine if the proposed project may have a significant impact related to toxic air contaminants (TACs), the *Health Risk Assessment Guidance for analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis*, (Diesel Analysis) prepared by SCAQMD, August 2003, recommends that if the proposed project is anticipated to create TACs through stationary sources or regular operations of diesel trucks on the project site, then the proximity of the nearest receptors to the source of the TAC and the toxicity of the HAP should be analyzed through a comprehensive facility-wide health risk assessment (HRA).

8.4 Odor Impacts

The SCAQMD CEQA Handbook states that an odor impact would occur if the proposed project creates an odor nuisance pursuant to SCAQMD Rule 402, which states:

> "A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.
>
> The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals."

If the proposed project results in a violation of Rule 402 with regards to odor impacts, then the proposed project would create a significant odor impact.

8.5 Greenhouse Gas Emissions

The *City of Redlands Climate Action Plan* (Redlands CAP), was adopted on December 5, 2017. The Redlands CAP was prepared pursuant to Section 15183.5(b) of the CEQA Guidelines to be utilized as a tiering document for the General Plan as well as future projects within the City that are consistent with

the General Plan. The Redlands CAP incorporates the guidelines established in CARB's 2017 Scoping Plan. The 2017 Scoping Plan was prepared to meet the most current GHG emissions reduction targets set in Executive Order S-3-15 and SB 32 that recommends local governments to develop plans to reduce GHG emissions to 6 $MTCO_2e$ per capita per year by the year 2030 and 2 $MTCO_2e$ per capita per year by the year 2050. Since the Redlands CAP was prepared in coordination with the General Plan that has a horizon year of 2035, the Redlands CAP provides a year 2035 target of 5 $MTCO_2e$ per capita per year, which was determined through interpolation of the 2030 and 2035 GHG emissions targets. Since a per capita threshold does not apply to the proposed, the SCAQMD thresholds has been utilized, instead.

In order to identify significance criteria under CEQA for development projects, SCAQMD initiated a Working Group, which provided detailed methodology for evaluating significance under CEQA. At the September 28, 2010 Working Group meeting, the SCAQMD released its most current version of the draft GHG emissions thresholds, which recommends a tiered approach that provides a quantitative annual threshold of 3,000 $MTCO_2e$ for all land use projects.

The GHG emissions analysis for both construction and operation of the proposed project can be found below in Sections 9.6 and 9.7.

9.0 IMPACT ANALYSIS

9.1 CEQA Thresholds of Significance

Consistent with CEQA and the State CEQA Guidelines, a significant impact related to air quality and GHG emissions would occur if the proposed project is determined to:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard;
- Expose sensitive receptors to substantial pollutant concentrations;
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people;
- Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment; or
- Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of GHGs.

9.2 Air Quality Compliance

The proposed project would not conflict with or obstruct implementation of the SCAQMD Air Quality Management Plan (AQMP). The following section discusses the proposed project's consistency with the SCAQMD AQMP.

SCAQMD Air Quality Management Plan

The California Environmental Quality Act (CEQA) requires a discussion of any inconsistencies between a proposed project and applicable General Plans and regional plans (CEQA Guidelines Section 15125). The regional plan that applies to the proposed project includes the SCAQMD AQMP. Therefore, this section discusses any potential inconsistencies of the proposed project with the AQMP.

The purpose of this discussion is to set forth the issues regarding consistency with the assumptions and objectives of the AQMP and discuss whether the proposed project would interfere with the region's ability to comply with Federal and State air quality standards. If the decision-makers determine that the proposed project is inconsistent, the lead agency may consider project modifications or inclusion of mitigation to eliminate the inconsistency.

The SCAQMD CEQA Handbook states that "New or amended GP Elements (including land use zoning and density amendments), Specific Plans, and significant projects must be analyzed for consistency with the AQMP." Strict consistency with all aspects of the plan is usually not required. A proposed project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The SCAQMD CEQA Handbook identifies two key indicators of consistency:

(1) Whether the project will result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

(2) Whether the project will exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

Both of these criteria are evaluated in the following sections.

Criterion 1 - Increase in the Frequency or Severity of Violations?

Based on the air quality modeling analysis contained in this report, short-term regional construction air emissions would not result in significant impacts based on SCAQMD regional thresholds of significance discussed above in Section 8.1 or local thresholds of significance discussed above in Section 8.2. The ongoing operation of the proposed project would generate air pollutant emissions that are inconsequential on a regional basis and would not result in significant impacts based on SCAQMD thresholds of significance discussed above in Section 8.1. The analysis for long-term local air quality impacts showed that local pollutant concentrations would not exceed the air quality standards. Therefore, a less than significant long-term impact would occur and no mitigation would be required.

Therefore, based on the information provided above, the proposed project would be consistent with the first criterion.

Criterion 2 - Exceed Assumptions in the AQMP?

Consistency with the AQMP assumptions is determined by performing an analysis of the proposed project with the assumptions in the AQMP. The emphasis of this criterion is to ensure that the analyses conducted for the proposed project are based on the same forecasts as the AQMP. The AQMP is developed through use of the planning forecasts provided in the Connect SoCal and 2019 FTIP. The Connect SoCal is a major planning document for the regional transportation and land use network within Southern California. The Connect SoCal is a long-range plan that is required by federal and state requirements placed on SCAG and is updated every four years. The 2019 FTIP provides long-range planning for future transportation improvement projects that are constructed with state and/or federal funds within Southern California. Local governments are required to use these plans as the basis of their plans for the purpose of consistency with applicable regional plans under CEQA. For this project, the City of Redlands General Plan's Land Use Plan defines the assumptions that are represented in AQMP.

The project site is currently designated as Resource Preservation in the General Plan. The proposed reservoirs are an allowed use within this land use designation and would not require a General Plan Amendment. As such, the proposed project is not anticipated to exceed the AQMP assumptions for the project site and is found to be consistent with the AQMP for the second criterion.

Based on the above, the proposed project will not result in an inconsistency with the SCAQMD AQMP. Therefore, a less than significant impact will occur in relation to implementation of the AQMP.

Level of Significance

Less than significant impact.

9.3 Cumulative Net Increase in Non-Attainment Pollution

The proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard.

The SCAQMD has published a report on how to address cumulative impacts from air pollution: White Paper on Potential Control Strategies to Address Cumulative Impacts from Air Pollution (http://www.aqmd.gov/docs/default-source/Agendas/Environmental-Justice/cumulative-impacts-working-group/cumulative-impacts-white-paper.pdf). In this report the AQMD clearly states (Page D-3):

> *"…the AQMD uses the same significance thresholds for project specific and cumulative impacts for all environmental topics analyzed in an Environmental Assessment or Environmental Impact Report (EIR). The only case where the significance thresholds for project specific and cumulative impacts differ is the Hazard Index (HI) significance threshold for TAC emissions. The project specific (project increment) significance threshold is HI > 1.0 while the cumulative (facility- wide) is HI > 3.0. It should be noted that the HI is only one of three TAC emission significance thresholds considered (when applicable) in a CEQA analysis. The other two are the maximum individual cancer risk (MICR) and the cancer burden, both of which use the same significance thresholds (MICR of 10 in 1 million and cancer burden of 0.5) for project specific and cumulative impacts. Projects that exceed the project-specific significance thresholds are considered by the SCAQMD to be cumulatively considerable. This is the reason project-specific and cumulative significance thresholds are the same. Conversely, projects that do not exceed the project-specific thresholds are generally not considered to be cumulatively significant."*

Therefore, this analysis assumes that individual projects that do not generate operational or construction emissions that exceed the SCAQMD's recommended daily thresholds for project- specific impacts would also not cause a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment, and, therefore, would not be considered to have a significant, adverse air quality impact. Alternatively, individual project-related construction and operational emissions that exceed SCAQMD thresholds for project-specific impacts would be considered cumulatively considerable. The following section calculates the potential air emissions associated with the construction and operations of the proposed project and compares the emissions to the SCAQMD standards.

Construction Emissions

The construction activities for the proposed project are anticipated to include site preparation and grading of approximately 6.2 acres, building construction of the proposed reservoirs, paving of an onsite driveway and parking spaces, and application of architectural coatings. The CalEEMod model has been utilized to calculate the construction-related emissions from the proposed project and the input parameters utilized in this analysis have been detailed in Section 7.1. The maximum daily construction-related criteria pollutant emissions from the proposed project are shown below in Table J.

Table J – Construction-Related Criteria Pollutant Emissions

	Maximum Daily Pollutant Emissions (pounds/day)					
Season and Year of Construction	**VOC**	**NOx**	**CO**	**SO_2**	**PM10**	**PM2.5**
Summer 2024	3.74	36.1	34.4	0.05	8.04	4.26
Winter 2024	1.37	11.9	15.4	0.03	1.03	0.59
Summer 2025	35.8	11.0	15.8	0.03	0.96	0.53
Winter 2025	1.27	11.0	15.1	0.03	0.96	0.53
Maximum Daily Construction Emissions	**35.8**	**36.1**	**34.4**	**0.05**	**8.04**	**4.26**
SCQAMD Regional Thresholds	**75**	**100**	**550**	**150**	**150**	**55**
SCAQMD Local Thresholds[1]	**--**	**356**	**3,630**	**--**	**59**	**15**
Exceeds Thresholds?	No	No	No	No	No	No

Notes:
[1] The nearest sensitive receptor is a single-family home located as near as 280 feet (85 meters) south of the area that would be disturbed. As such, the 50 meter and 100 meter thresholds were interpolated to find the 85 meter thresholds. Calculated from SCAQMD's Mass Rate Look-up Tables for five acres in Air Monitoring Area 34, San Bernardino Valley.
Source: CalEEMod Version 2022.1.

Table J shows that none of the analyzed criteria pollutants would exceed either the regional or local emissions thresholds during construction of the proposed project. Therefore, a less than significant regional or local air quality impact would occur from construction of the proposed project.

Operational Emissions

In general, operation of the new reservoir tanks will be passive as there will be no equipment installed on the reservoir tanks that creates air emissions. The existing water tank will continue to function while the new reservoir tanks are constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees, that includes landscaping. No change would occur between the maintenance activities for the existing water tank and proposed reservoir tanks. As such, operation of the proposed project would not create any additional air emissions, over which is currently being created, and no operational air emission modeling was performed. As such, less than significant air quality impacts would occur from operation of the proposed project.

Therefore, the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant.

Level of Significance

Less than significant impact.

9.4 Sensitive Receptors

The proposed project would not expose sensitive receptors to substantial pollutant concentrations. The local concentrations of criteria pollutant emissions produced in the nearby vicinity of the proposed project, which may expose sensitive receptors to substantial concentrations have been calculated above in Section 9.3 for both construction and operations, which are discussed separately below. The discussion below also includes an analysis of the potential impacts from local criteria pollutant and toxic air contaminant emissions.

Construction-Related Sensitive Receptor Impacts

Construction activities may expose sensitive receptors to substantial pollutant concentrations of localized criteria pollutant concentrations and from toxic air contaminant emissions created from onsite construction equipment, which are described below.

Local Criteria Pollutant Impacts from Construction

The local air quality impacts from construction of the proposed project have been analyzed above in Section 9.3 and found that the construction of the proposed project would not exceed the local NOx, CO, PM10 and PM2.5 thresholds of significance discussed above in Section 8.2. Therefore, construction of the proposed project would create a less than significant construction-related impact to local air quality and no mitigation would be required.

Toxic Air Contaminants Impacts from Construction

The greatest potential for toxic air contaminant emissions would be related to DPM emissions associated with heavy equipment operations during construction of the proposed project. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk". "Individual Cancer Risk" is the likelihood that a person exposed to concentrations of toxic air contaminants over a 70-year lifetime will contract cancer, based on the use of standard risk-assessment methodology. It should be noted that the most current cancer risk assessment methodology recommends analyzing a 30-year exposure period for the nearby sensitive receptors (OEHHA, 2015).

Given the relatively limited number of heavy-duty construction equipment, the varying distances that construction equipment would operate to the nearby sensitive receptors, and the short-term construction schedule, the proposed project would not result in a long-term (i.e., 30 or 70 years) substantial source of toxic air contaminant emissions and corresponding individual cancer risk. In addition, California Code of Regulations Title 13, Article 4.8, Chapter 9, Section 2449 regulates emissions from off-road diesel equipment in California. This regulation limits idling of equipment to no more than five minutes, requires equipment operators to label each piece of equipment and provide annual reports to CARB of their fleet's usage and emissions. This regulation also requires systematic upgrading of the emission Tier level of each fleet, and currently no commercial operator is allowed to purchase Tier 0, Tier 1 or Tier 2 equipment. In addition to the purchase restrictions, equipment operators need to meet fleet average emissions targets that become more stringent each year between years 2014 and 2023. Therefore, due to the limitations in off-road construction equipment DPM emissions from implementation of Section 2448, a less than significant short-term TAC impacts would occur during construction of the proposed project from DPM emissions.

As such, construction of the proposed project would result in a less than significant exposure of sensitive receptors to substantial pollutant concentrations.

Operations-Related Sensitive Receptor Impacts

In general, operation of the new reservoir tanks will be passive as there will be no equipment installed on the reservoir tanks that creates air emissions. The existing water tank will continue to function while the new reservoir tanks are constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees, that includes landscaping. No change would occur between the maintenance activities for the existing water tank and proposed reservoir tanks. As such, operation of the proposed project would not create any additional air emissions, over which is currently being created, and no operational air emission modeling was performed. Therefore, operation of the proposed project would result in a less than significant exposure of sensitive receptors to substantial pollutant concentrations.

Level of Significance

Less than significant impact.

9.5 Odor Emissions

The proposed project would not create objectionable odors affecting a substantial number of people. Individual responses to odors are highly variable and can result in a variety of effects. Generally, the impact of an odor results from a variety of factors such as frequency, duration, offensiveness, location, and sensory perception. The frequency is a measure of how often an individual is exposed to an odor in

the ambient environment. The intensity refers to an individual's or group's perception of the odor strength or concentration. The duration of an odor refers to the elapsed time over which an odor is experienced. The offensiveness of the odor is the subjective rating of the pleasantness or unpleasantness of an odor. The location accounts for the type of area in which a potentially affected person lives, works, or visits; the type of activity in which he or she is engaged; and the sensitivity of the impacted receptor.

Sensory perception has four major components: detectability, intensity, character, and hedonic tone. The detection (or threshold) of an odor is based on a panel of responses to the odor. There are two types of thresholds: the odor detection threshold and the recognition threshold. The detection threshold is the lowest concentration of an odor that will elicit a response in a percentage of the people that live and work in the immediate vicinity of the project site and is typically presented as the mean (or 50 percent of the population). The recognition threshold is the minimum concentration that is recognized as having a characteristic odor quality, this is typically represented by recognition by 50 percent of the population. The intensity refers to the perceived strength of the odor. The odor character is what the substance smells like. The hedonic tone is a judgment of the pleasantness or unpleasantness of the odor. The hedonic tone varies in subjective experience, frequency, odor character, odor intensity, and duration. Potential odor impacts have been analyzed separately for construction and operations below.

Construction-Related Odor Impacts

Potential sources that may emit odors during construction activities include the application of coatings such as asphalt pavement, paints and solvents and from emissions from diesel equipment. Standard construction requirements that limit the time of day when construction may occur as well as SCAQMD Rule 1108 that limits VOC content in asphalt and Rule 1113 that limits the VOC content in paints and solvents would minimize odor impacts from construction. As such, the objectionable odors that may be produced during the construction process would be temporary and would not likely be noticeable for extended periods of time beyond the project site's boundaries. Through compliance with the applicable regulations that reduce odors and due to the transitory nature of construction odors, a less than significant odor impact would occur and no mitigation would be required.

Operations-Related Odor Impacts

The proposed project would consist of the development of two enclosed water reservoirs. Enclosed water reservoirs are not a known source of odors. Therefore, a less than significant odor impact would occur from operation of the proposed project.

Level of Significance

Less than significant impact

9.6 Generation of Greenhouse Gas Emissions

The proposed project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. The proposed project would consist of the development of two water reservoirs. The proposed project is anticipated to generate GHG emissions from construction activities.

In general, operation of the new reservoir tanks will be passive as there will be no equipment installed on the reservoir tanks that creates GHG emissions. The existing water tank will continue to function while the new reservoir tanks are constructed. Currently, maintenance on the existing water tank occurs on a

monthly and as-needed basis by City employees, that includes landscaping. No change would occur between the maintenance activities for the existing water tank and proposed reservoir tanks. As such, operation of the proposed project would not create any additional GHG emissions, over which is currently being created, as such no operation-related GHG emissions would be created from the proposed project.

The project's GHG emissions have been calculated with the CalEEMod model based on the construction and operational parameters detailed in Section 7.1 above. A summary of the results is shown below in Table K and the CalEEMod model run annual printouts are provided in Appendix B.

Table K – Project Related Greenhouse Gas Annual Emissions

	Greenhouse Gas Emissions (Metric Tons per Year)			
Year of Construction	**CO_2**	**CH_4**	**N_2O**	**CO_2e**
2024	233	0.01	0.01	235
2025	174	0.01	<0.01	176
Total Construction Emissions	407	0.02	0.01	**411**
Amortized Construction Emissions[1] (30 years)				**13.7**
SCAQMD Draft Threshold				**3,000**
Exceed Threshold?				No

Notes:
[7] Construction emissions amortized over 30 years as recommended in the SCAQMD GHG Working Group on November 19, 2009.
Source: CalEEMod Version 2022.1.

The data provided in Table K**Error! Reference source not found.** above shows that the proposed project's construction activities would generate a total of 411 $MTCO_2e$. According to the SCAQMD recommended GHG emissions analysis methodology, construction-related GHG emissions should be amortized over 30 years, which results in the proposed project creating 13.7 $MTCO_2e$ per year. According to the SCAQMD draft threshold of significance detailed above in Section 8.5, a cumulative global climate change impact would occur if the GHG emissions created from the on-going operations would exceed 3,000 $MTCO_2e$ per year. Therefore, a less than significant generation of greenhouse gas emissions would occur from development of the proposed project. Impacts would be less than significant.

Level of Significance

Less than significant impact.

9.7 Greenhouse Gas Plan Consistency

The proposed project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing GHG emissions. The applicable plan for the proposed project is the Redlands CAP that was prepared pursuant to Section 15183.5(b) of the CEQA Guidelines to be utilized as a tiering document for the General Plan as well as future projects within the City that are consistent with the General Plan. Since the proposed project is consistent with the General Plan, the proposed project meets the criteria allowed for use of the Redlands CAP for analysis of the proposed project.

In addition, as detailed above in Section 9.6, the proposed project is anticipated to create 13.7 $MTCO_2e$ per year, which is well below the SCAQMD threshold of significance of 3,000 $MTCO_2e$ per year. The SCAQMD developed this threshold in order to meet the State GHG emissions reduction regulations that was based on substantial evidence supporting the use of the recommended thresholds. Therefore, the

proposed project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Level of Significance

Less than significant impact.

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APPENDIX A

CalEEMod Model Printouts

Sunset Reservoirs Detailed Report

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1. Basic Project Information

1.1 Basic Project Information

Data Field	Value
Project Name	Sunset Reservoirs
Construction Start Date	5/1/2024
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	2.50
Precipitation (days)	24.0
Location	34.0142921947767, -117.13757366796683
County	San Bernardino-South Coast
City	Redlands
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5390
EDFZ	10
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.19

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1.2 Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Industrial	6.00	User Defined Unit	5.50	76,027	23,951	—	—	—

Other Asphalt Surfaces	1.00	Acre	0.70	0.00	3,049	—	—	—

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1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	35.8	36.1	34.4	0.05	8.04	4.26	5,556	0.23	0.09	2.93	5,578
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	1.37	11.9	15.4	0.03	1.03	0.59	3,210	0.15	0.09	0.08	3,241
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	2.39	5.99	7.24	0.01	0.78	0.41	1,408	0.06	0.03	0.46	1,420
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.44	1.09	1.32	< 0.005	0.14	0.08	233	0.01	0.01	0.08	235
Exceeds (Daily Max)	—	—	—	—	—	—	—	—	—	—	—
Threshold	75.0	100	550	150	150	55.0	—	—	—	—	—
Unmit.	No	No	No	No	No	No	—	—	—	—	—
Exceeds (Average Daily)	—	—	—	—	—	—	—	—	—	—	—
Threshold	75.0	100	550	150	150	55.0	—	—	—	—	—
Unmit.	No	No	No	No	No	No	—	—	—	—	—

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2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
2024	3.74	36.1	34.4	0.05	8.04	4.26	5,556	0.23	0.09	2.93	5,578
2025	35.8	11.0	15.8	0.03	0.96	0.53	3,232	0.15	0.09	2.75	3,266
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
2024	1.37	11.9	15.4	0.03	1.03	0.59	3,210	0.15	0.09	0.08	3,241
2025	1.27	11.0	15.1	0.03	0.96	0.53	3,195	0.15	0.09	0.07	3,226
Average Daily	—	—	—	—	—	—	—	—	—	—	—
2024	0.67	5.99	7.24	0.01	0.78	0.41	1,408	0.06	0.03	0.46	1,420
2025	2.39	3.73	5.19	0.01	0.32	0.18	1,051	0.05	0.03	0.38	1,061
Annual	—	—	—	—	—	—	—	—	—	—	—
2024	0.12	1.09	1.32	< 0.005	0.14	0.08	233	0.01	0.01	0.08	235
2025	0.44	0.68	0.95	< 0.005	0.06	0.03	174	0.01	< 0.005	0.06	176

3. Construction Emissions Details

3.1. Site Preparation (2024) - Unmitigated

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Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	3.65	36.0	32.9	0.05	1.60	1.47	5,296	0.21	0.04	—	5,314

Dust From Material Movement	—	—	—	—	5.11	2.63	—	—	—	—	—
Onsite truck	< 0.005	0.04	0.04	< 0.005	1.10	0.11	7.93	< 0.005	< 0.005	0.01	8.42
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	0.99	0.90	< 0.005	0.04	0.04	145	0.01	< 0.005	—	146
Dust From Material Movement	—	—	—	—	0.14	0.07	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	0.03	< 0.005	0.22	< 0.005	< 0.005	< 0.005	0.23
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.18	0.16	< 0.005	0.01	0.01	24.0	< 0.005	< 0.005	—	24.1
Dust From Material Movement	—	—	—	—	0.03	0.01	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	0.01	< 0.005	0.04	< 0.005	< 0.005	< 0.005	0.04
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.09	0.08	1.48	0.00	0.23	0.05	252	0.01	0.01	1.01	256
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.03	0.00	0.01	< 0.005	6.42	< 0.005	< 0.005	0.01	6.51
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	< 0.005	< 0.005	1.06	< 0.005	< 0.005	< 0.005	1.08
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Reclamation Regular meeting of 08-16-24

3.3. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.90	18.2	18.8	0.03	0.84	0.77	2,958	0.12	0.02	—	2,969
Dust From Material Movement	—	—	—	—	1.84	0.89	—	—	—	—	—
Onsite truck	< 0.005	0.04	0.04	< 0.005	1.10	0.11	7.93	< 0.005	< 0.005	0.01	8.42
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.10	1.00	1.03	< 0.005	0.05	0.04	162	0.01	< 0.005	—	163
Dust From Material Movement	—	—	—	—	0.10	0.05	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	0.06	0.01	0.44	< 0.005	< 0.005	< 0.005	0.46
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.18	0.19	< 0.005	0.01	0.01	26.8	< 0.005	< 0.005	—	26.9

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Dust From Material Movement	—	—	—	—	0.02	0.01	—	—	—	—	—
Onsite truck	< 0.005	< 0.005	< 0.005	< 0.005	0.01	< 0.005	0.07	< 0.005	< 0.005	< 0.005	0.08
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.08	0.07	1.27	0.00	0.20	0.05	216	0.01	0.01	0.86	219
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.06	0.00	0.01	< 0.005	11.0	< 0.005	< 0.005	0.02	11.2
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	< 0.005	< 0.005	1.82	< 0.005	< 0.005	< 0.005	1.85
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.5. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	0.46	2,398	0.10	0.02	—	2,406

Peninsula Regular meeting 9-07-23-6-24

Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.20	11.2	13.1	0.02	0.50	0.46	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.40	3.78	4.41	0.01	0.17	0.15	807	0.03	0.01	—	810
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.07	0.69	0.81	< 0.005	0.03	0.03	134	0.01	< 0.005	—	134
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.17	0.15	2.70	0.00	0.42	0.10	460	0.02	0.02	1.84	467
Vendor	0.01	0.45	0.24	< 0.005	0.11	0.04	391	0.03	0.06	1.09	410
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.16	0.18	2.04	0.00	0.42	0.10	421	0.02	0.02	0.05	427
Vendor	0.01	0.47	0.24	< 0.005	0.11	0.04	391	0.03	0.06	0.03	409
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	0.05	0.06	0.72	0.00	0.14	0.03	144	0.01	0.01	0.27	146
Vendor	< 0.005	0.16	0.08	< 0.005	0.04	0.01	132	0.01	0.02	0.16	138
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—

Regular meeting of 7-6-24 Agenda Packet 2024 of 3362

Worker	0.01	0.01	0.13	0.00	0.03	0.01	23.8	< 0.005	< 0.005	0.04	24.1
Vendor	< 0.005	0.03	0.01	< 0.005	0.01	< 0.005	21.8	< 0.005	< 0.005	0.03	22.8
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Redlanes Regular meeting of 07-16-24

3.7. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	0.40	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.13	10.4	13.0	0.02	0.43	0.40	2,398	0.10	0.02	—	2,406
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.33	3.09	3.85	0.01	0.13	0.12	709	0.03	0.01	—	711
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.56	0.70	< 0.005	0.02	0.02	117	< 0.005	< 0.005	—	118
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.14	2.49	0.00	0.42	0.10	450	0.02	0.02	1.67	457

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Vendor	0.01	0.43	0.23	< 0.005	0.11	0.04	384	0.03	0.06	1.08	404
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.14	0.15	1.87	0.00	0.42	0.10	413	0.02	0.02	0.04	418
Vendor	0.01	0.45	0.23	< 0.005	0.11	0.04	385	0.03	0.06	0.03	403
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.05	0.58	0.00	0.12	0.03	124	0.01	< 0.005	0.21	125
Vendor	< 0.005	0.13	0.07	< 0.005	0.03	0.01	114	0.01	0.02	0.14	119
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.11	0.00	0.02	0.01	20.5	< 0.005	< 0.005	0.04	20.8
Vendor	< 0.005	0.02	0.01	< 0.005	0.01	< 0.005	18.8	< 0.005	< 0.005	0.02	19.7
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.80	7.45	9.98	0.01	0.35	0.32	1,511	0.06	0.01	—	1,517
Paving	0.09	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—

Rutland's Regular meeting of 07-16-2024 (2339 : 2338)

Off-Road Equipment	0.04	0.41	0.55	< 0.005	0.02	0.02	82.8	< 0.005	< 0.005	—	83.1
Paving	0.01	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.07	0.10	< 0.005	< 0.005	< 0.005	13.7	< 0.005	< 0.005	—	13.8
Paving	< 0.005	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.07	0.07	1.17	0.00	0.20	0.05	211	0.01	0.01	0.78	215
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.05	0.00	0.01	< 0.005	10.8	< 0.005	< 0.005	0.02	10.9
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	0.01	0.00	< 0.005	< 0.005	1.78	< 0.005	< 0.005	< 0.005	1.81
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Redlands Regional meeting of 7-18-24 200 of 231

3.11. Architectural Coating (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e

Onsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.13	0.88	1.14	< 0.005	0.03	0.03	134	0.01	< 0.005	—	134
Architectural Coatings	35.7	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.05	0.06	< 0.005	< 0.005	< 0.005	7.32	< 0.005	< 0.005	—	7.34
Architectural Coatings	1.95	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	1.21	< 0.005	< 0.005	—	1.22
Architectural Coatings	0.36	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.50	0.00	0.08	0.02	90.0	< 0.005	< 0.005	0.33	91.4
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—

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Worker	< 0.005	< 0.005	0.02	0.00	< 0.005	< 0.005	4.58	< 0.005	< 0.005	0.01	4.65
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.76	< 0.005	< 0.005	< 0.005	0.77
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Rollanet Regular meeting 07-16-24

4. Operations Emissions Details

4.10. Soil Carbon Accumulation By Vegetation Type

4.10.1. Soil Carbon Accumulation By Vegetation Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Vegetation	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

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4.10.2. Above and Belowground Carbon Accumulation by Land Use Type - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Land Use	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—

Redlands Regular Meeting of 07-16-24

4.10.3. Avoided and Sequestered Emissions by Species - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Species	ROG	NOx	CO	SO2	PM10T	PM2.5T	CO2T	CH4	N2O	R	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—

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—	—	—	—	—	—	—	—	—	—	—	—
Annual	—	—	—	—	—	—	—	—	—	—	—
Avoided	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Sequestered	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
Removed	—	—	—	—	—	—	—	—	—	—	—
Subtotal	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—	—

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5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Site Preparation	Site Preparation	5/30/2024	6/13/2024	5.00	10.0	—
Grading	Grading	6/14/2024	7/12/2024	5.00	20.0	—
Building Construction	Building Construction	7/13/2024	5/31/2025	5.00	230	—
Paving	Paving	6/1/2025	6/29/2025	5.00	20.0	—
Architectural Coating	Architectural Coating	6/30/2025	7/28/2025	5.00	20.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

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Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Site Preparation	Rubber Tired Dozers	Diesel	Average	3.00	8.00	367	0.40
Site Preparation	Tractors/Loaders/Backhoes	Diesel	Average	4.00	8.00	84.0	0.37

Grading	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Tractors/Loaders/Backhoes	Diesel	Average	3.00	8.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	7.00	367	0.29
Building Construction	Forklifts	Diesel	Average	3.00	8.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	3.00	7.00	84.0	0.37
Building Construction	Welders	Diesel	Average	1.00	8.00	46.0	0.45
Paving	Pavers	Diesel	Average	2.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	2.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Architectural Coating	Air Compressors	Diesel	Average	1.00	6.00	37.0	0.48

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5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Site Preparation	—	—	—	—
Site Preparation	Worker	17.5	18.5	LDA,LDT1,LDT2
Site Preparation	Vendor	—	10.2	HHDT,MHDT
Site Preparation	Hauling	0.00	20.0	HHDT
Site Preparation	Onsite truck	3.00	0.25	HHDT
Grading	—	—	—	—
Grading	Worker	15.0	18.5	LDA,LDT1,LDT2
Grading	Vendor	—	10.2	HHDT,MHDT

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Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	3.00	0.25	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	31.9	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	12.5	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	15.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	—	10.2	HHDT,MHDT
Paving	Hauling	0.00	20.0	HHDT
Paving	Onsite truck	—	—	HHDT
Architectural Coating	—	—	—	—
Architectural Coating	Worker	6.39	18.5	LDA,LDT1,LDT2
Architectural Coating	Vendor	—	10.2	HHDT,MHDT
Architectural Coating	Hauling	0.00	20.0	HHDT
Architectural Coating	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)
Architectural Coating	0.00	0.00	114,041	38,014	1,830

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5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (cy)	Material Exported (cy)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Site Preparation	—	—	15.0	0.00	—
Grading	—	—	20.0	0.00	—
Paving	0.00	0.00	0.00	0.00	0.70

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	3	74%	74%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
User Defined Industrial	0.00	0%
Other Asphalt Surfaces	0.70	100%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O
2024	0.00	532	0.03	< 0.005
2025	0.00	532	0.03	< 0.005

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5.18. Vegetation

5.18.1. Land Use Change

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5.18.1.1. Unmitigated

Vegetation Land Use Type	Vegetation Soil Type	Initial Acres	Final Acres

5.18.1. Biomass Cover Type

5.18.1.1. Unmitigated

Biomass Cover Type	Initial Acres	Final Acres

5.18.2. Sequestration

5.18.2.1. Unmitigated

Tree Type	Number	Electricity Saved (kWh/year)	Natural Gas Saved (btu/year)

6. Climate Risk Detailed Report

6.1. Climate Risk Summary

Cal-Adapt midcentury 2040–2059 average projections for four hazards are reported below for your project location. These are under Representation Concentration Pathway (RCP) 8.5 which assumes GHG emissions will continue to rise strongly through 2050 and then plateau around 2100.

Climate Hazard	Result for Project Location	Unit
Temperature and Extreme Heat	25.9	annual days of extreme heat
Extreme Precipitation	3.25	annual days with precipitation above 20 mm
Sea Level Rise	0.00	meters of inundation depth
Wildfire	8.54	annual hectares burned

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Temperature and Extreme Heat data are for grid cell in which your project are located. The projection is based on the 98th historical percentile of daily maximum/minimum temperatures from observed historical data (32 climate model ensemble from Cal-Adapt, 2040–2059 average under RCP 8.5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.
Extreme Precipitation data are for the grid cell in which your project are located. The threshold of 20 mm is equivalent to about ¾ an inch of rain, which would be light to moderate rainfall if received over a full day or heavy rain if received over a period of 2 to 4 hours. Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

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Sea Level Rise data are for the grid cell in which your project are located. The projections are from Radke et al. (2017), as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider different increments of sea level rise coupled with extreme storm events. Users may select from four model simulations to view the range in potential inundation depth for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 50 meters (m) by 50 m, or about 164 feet (ft) by 164 ft.
Wildfire data are for the grid cell in which your project are located. The projections are from UC Davis, as reported in Cal-Adapt (2040–2059 average under RCP 8.5), and consider historical data of climate, vegetation, population density, and large (> 400 ha) fire history. Users may select from four model simulations to view the range in potential wildfire probabilities for the grid cell. The four simulations make different assumptions about expected rainfall and temperature are: Warmer/drier (HadGEM2-ES), Cooler/wetter (CNRM-CM5), Average conditions (CanESM2), Range of different rainfall and temperature possibilities (MIROC5). Each grid cell is 6 kilometers (km) by 6 km, or 3.7 miles (mi) by 3.7 mi.

6.2. Initial Climate Risk Scores

Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	0	0	N/A
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	0	0	N/A
Wildfire	1	0	0	N/A
Flooding	N/A	N/A	N/A	N/A
Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	0	0	0	N/A

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores do not include implementation of climate risk reduction measures.

6.3. Adjusted Climate Risk Scores

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Climate Hazard	Exposure Score	Sensitivity Score	Adaptive Capacity Score	Vulnerability Score
Temperature and Extreme Heat	3	1	1	3
Extreme Precipitation	N/A	N/A	N/A	N/A
Sea Level Rise	1	1	1	2
Wildfire	1	1	1	2
Flooding	N/A	N/A	N/A	N/A

Drought	N/A	N/A	N/A	N/A
Snowpack Reduction	N/A	N/A	N/A	N/A
Air Quality Degradation	1	1	1	2

The sensitivity score reflects the extent to which a project would be adversely affected by exposure to a climate hazard. Exposure is rated on a scale of 1 to 5, with a score of 5 representing the greatest exposure.
The adaptive capacity of a project refers to its ability to manage and reduce vulnerabilities from projected climate hazards. Adaptive capacity is rated on a scale of 1 to 5, with a score of 5 representing the greatest ability to adapt.
The overall vulnerability scores are calculated based on the potential impacts and adaptive capacity assessments for each hazard. Scores include implementation of climate risk reduction measures.

6.4. Climate Risk Reduction Measures

7. Health and Equity Details

7.1. CalEnviroScreen 4.0 Scores

The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Exposure Indicators	—
AQ-Ozone	100
AQ-PM	53.5
AQ-DPM	54.7
Drinking Water	76.3
Lead Risk Housing	26.9
Pesticides	55.5
Toxic Releases	44.7
Traffic	69.5
Effect Indicators	—
CleanUp Sites	58.2
Groundwater	59.6
Haz Waste Facilities/Generators	78.4

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Impaired Water Bodies	12.5
Solid Waste	0.00
Sensitive Population	—
Asthma	42.5
Cardio-vascular	61.2
Low Birth Weights	44.2
Socioeconomic Factor Indicators	—
Education	9.73
Housing	2.13
Linguistic	0.51
Poverty	11.9
Unemployment	55.0

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7.2. Healthy Places Index Scores

The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

Indicator	Result for Project Census Tract
Economic	—
Above Poverty	93.44283331
Employed	55.33170794
Median HI	93.45566534
Education	—
Bachelor's or higher	89.16976774
High school enrollment	100
Preschool enrollment	88.91312717
Transportation	—
Auto Access	76.73553189
Active commuting	3.131015013

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Social	—
2-parent households	90.78660336
Voting	88.10470935
Neighborhood	—
Alcohol availability	87.29629154
Park access	34.23585269
Retail density	13.05017323
Supermarket access	10.39394328
Tree canopy	80.90594123
Housing	—
Homeownership	94.91851662
Housing habitability	96.04773515
Low-inc homeowner severe housing cost burden	89.38791223
Low-inc renter severe housing cost burden	78.59617606
Uncrowded housing	87.19363531
Health Outcomes	—
Insured adults	98.08802772
Arthritis	8.6
Asthma ER Admissions	59.1
High Blood Pressure	10.7
Cancer (excluding skin)	3.4
Asthma	76.7
Coronary Heart Disease	19.3
Chronic Obstructive Pulmonary Disease	56.7
Diagnosed Diabetes	67.4
Life Expectancy at Birth	81.9
Cognitively Disabled	72.6

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Physically Disabled	68.4
Heart Attack ER Admissions	18.3
Mental Health Not Good	93.4
Chronic Kidney Disease	45.1
Obesity	81.6
Pedestrian Injuries	66.4
Physical Health Not Good	81.0
Stroke	51.7
Health Risk Behaviors	—
Binge Drinking	60.3
Current Smoker	95.0
No Leisure Time for Physical Activity	93.5
Climate Change Exposures	—
Wildfire Risk	39.5
SLR Inundation Area	0.0
Children	53.3
Elderly	10.6
English Speaking	89.1
Foreign-born	11.7
Outdoor Workers	59.7
Climate Change Adaptive Capacity	—
Impervious Surface Cover	91.1
Traffic Density	67.1
Traffic Access	23.0
Other Indices	—
Hardship	16.4
Other Decision Support	—

2016 Voting	97.8

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7.3. Overall Health & Equity Scores

Metric	Result for Project Census Tract
CalEnviroScreen 4.0 Score for Project Location (a)	43.0
Healthy Places Index Score for Project Location (b)	91.0
Project Located in a Designated Disadvantaged Community (Senate Bill 535)	No
Project Located in a Low-Income Community (Assembly Bill 1550)	No
Project Located in a Community Air Protection Program Community (Assembly Bill 617)	No

a: The maximum CalEnviroScreen score is 100. A high score (i.e., greater than 50) reflects a higher pollution burden compared to other census tracts in the state.
b: The maximum Health Places Index score is 100. A high score (i.e., greater than 50) reflects healthier community conditions compared to other census tracts in the state.

7.4. Health & Equity Measures

No Health & Equity Measures selected.

7.5. Evaluation Scorecard

Health & Equity Evaluation Scorecard not completed.

7.6. Health & Equity Custom Measures

No Health & Equity Custom Measures created.

8. User Changes to Default Data

Screen	Justification
Land Use	Total disturbed area 6.2 acres. Approx 0.7 acre will be paved and 10% of area will be landscaped.
Construction: Construction Phases	No Demolition

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APPENDIX B – BIOLOGICAL RECONNAISSANCE ASSESSMENT

Biological Reconnaissance Assessment the Sunset Reservoir Water Storage Tank Project

City of Redlands

September 21, 2023
3151 Airway Ave., Suite F-208
Costa Mesa, CA 92626

City of Redlands
Municipal Utilities and Engineering Department

Subject: Biological Reconnaissance Assessment for Report regarding the Sunset Reservoir Water Storage Tank Project, Redlands, California

Chambers Group, Inc. (Chambers Group) was retained by the City of Redlands Municipal Utilities and Engineering Department to conduct a literature review and biological reconnaissance-level survey for the Sunset Reservoir Project (Project). The purpose of this survey was to document existing vegetation communities, identify special status species with a potential for occurrence, map habitats that could support special status wildlife species, and evaluate potential impacts of the Project to these resources.

Project Site Location and Description

The City of Redlands Municipal Utilities and Engineering Department proposes the construction of two new reservoir tanks to improve drought resiliency by increasing storage capacity. Based on the water needs of the City, the Project proposes to install two new above ground factory-coated bolt carbon steel tank with an approximately 14 million gallon (MG) total capacity

The 21.91-acre Project site is located south of Helen Drive, in Redlands, San Bernardino County, California within Assessor's Parcel Numbers (APN) 0300-451-13, 14, 24, and 25. The existing reservoir is located west of Helen Court. The site is located within the United States Geological Survey (USGS) *Redlands,* California 7.5-minute topographic quadrangle. The proposed temporary reservoir will be located east of the existing reservoir. Both the existing reservoir and the proposed Project site are within City property. The reservoirs will be located within APN 0300-451-25 and 0300-451-14, consisting of approximately 10.28 acres. The elevational range of the Project site is between 2,100 to 2,300 feet above mean sea level (amsl). A map of the Project location and Project vicinity is provided in Attachment 1: Figure 1.

Literature Review

Prior to performing the biological reconnaissance survey, a literature review was conducted for soils, jurisdictional water features that contribute to hydrology, and special status species known to occur within the Project's vicinity (approximately 5 miles).

Soils

Prior to performing the biological reconnaissance survey, soil maps for the Project site were referenced in accordance with categories set forth by the U.S. Department of Agriculture (USDA) Soil Conservation Service and the USDA Natural Resources Conservation Service (NRCS 2023) Web Soil Survey (USDA 2023).

Hydrology

Prior to performing the field survey, a database review of the U.S. Fish and Wildlife Service's (USFWS 2023) National Wetlands Inventory (NWI) and National Hydrography Database (NHD) blueline drainages was referenced (NHD 2023). A general assessment of waters potentially regulated by the U.S. Army Corps of Engineers (USACE), California Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW) was conducted for the Project siteProject site. Pursuant to Section 404 of the Clean Water Act, USACE regulates the discharge of dredged and/or fill material into waters of the United States. The State of California (State) regulates discharge of material into waters of the State pursuant to Section 401 of the Clean Water Act and the California Porter-Cologne Water Quality

Control Act (California Water Code, Division 7, §13000 et seq.). Pursuant to Division 2, Chapter 6, Sections 1600-1602 of the California Fish and Game Code, CDFW regulates all diversions, obstructions, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake which supports fish or wildlife. A desktop assessment was conducted of available data prior to the biological reconnaissance survey in the field.

Special Status Habitats and Species

The most recent records of the California Natural Diversity Database (CNDDB) managed by CDFW (2023) and the California Native Plant Society's Electronic Inventory (CNPSEI) of Rare and Endangered Vascular Plants of California (CNPS 2023) were reviewed for the following USGS 7.5-minute quadrangles containing and surrounding the Project: *Yucaipa, San Bernardino South, Redlands, Harrison Mtn., San Bernardino North, Keller Peak, Sunnymead, El Casco,* and *Riverside East*. These databases contain records of reported occurrences of federally or State-listed endangered or threatened species, California Species of Special Concern (SSC), or otherwise special status species or habitats that may occur within or in the immediate vicinity of the Project site (Attachment 1: Figure 2 – CNDDB Occurrences Map).

Biological Reconnaissance Survey

The biological reconnaissance survey was conducted on foot within the Project site. During the survey, the biologists identified and mapped all vegetation communities found within the site onto aerial photographs (Attachment 1: Figure 3 – Vegetation Communities Map). Plant communities were determined in accordance with the *Manual of California Vegetation, Second Edition* (Sawyer et al. 2009). Plant nomenclature follows that of *The Jepson Manual, Vascular Plants of California, Second Edition* (Baldwin et al. 2012). Plant and wildlife species observed or detected within the Project site were recorded (Attachments 2 and 3). Site photographs were taken depicting current site conditions (Attachment 4).

Results

Chambers Group biologists Heather Franklin and Jessica Calvillo conducted the biological reconnaissance survey within the Project site to identify vegetation communities, the potential for occurrence of special status species, and/or habitats that could support special status wildlife species. The survey was conducted on foot between 0830 and 1530 hours on July 31, 2023. Weather conditions during the survey included temperatures ranging from 80 to 92 degrees Fahrenheit, wind speeds between 1 and 3 miles per hour, with 60 percent cloud cover and 0 percent precipitation.

Biological Site Conditions

Soils

According to the results from the USDA NRCS Web Soil Survey (USDA 2023), the Project site is in the San Bernardino County Southwestern Part CA677 of the soil map. Two soil types are known to occur within and/or adjacent to the site. The soil types are described below (Attachment 1: Figure 4 – Soils Map).

Ramona sandy loam, 15 to 30 percent slopes, eroded occurs within a small northern section of the Project site. The parent material is alluvium derived from granite. The soil profile is sandy loam at the H1 layer (0 to 23 inches), loam at the H2 layer (23 to 32 inches), clay loam at the H3 layer (32 to 54 inches), and sandy loam at the H4 layer (54 to 60 inches). The available water storage is classified as moderate (approximately 7.9 inches) with a depth to the water table of more than 80 inches (USDA 2023).

Saugus sandy loam, 30 to 50 percent slopes occurs within the majority of the Project site. The parent material is Residuum weathered from sedimentary rock. The soil profile is sandy loam at the H1 layer (0 to 8 inches), loam at the H2 layer (8 to 40 inches), and weathered bedrock at the H3 layer (40 to 44 inches). The available water storage is classified as moderate (approximately 6.0 inches) with a depth to the water table of more than 80 inches (USDA 2023).

Hydrology

The Project is located within the Upper Santa Ana River Watershed (Hydrologic Unit Code [HUC 10] 1807020304) (USDA 2023) in San Bernardino County, California. The Upper Santa Ana River Watershed is bound to the north and east by mountains and southwest by the Pacific Ocean. The Santa Ana River is the major water source for the Upper Santa Ana River Watershed. The headwaters of the Santa Ana River are located in the San Bernardino Mountains. These waters ultimately end in the Pacific Ocean, a Traditional Navigable Water. Mill Creek, City Creek, San Timoteo Creek are all tributaries to the Santa Ana River Watershed. Lytle Creek is the largest tributary that feeds in from the San Gabriel Mountains to the north down through Riverside County.

No jurisdictional features such as drainages or swales were observed within the Project site (Attachment 1: Figure 5 – Jurisdictional Waters Map) during the survey. Three large NWI blue-line features and several additional NHD tributaries are shown to occur directly east, south, and west of the site outside of the Project boundary. These features are historically mapped by the NWI/NHD as riverine systems flowing away from the Project site. One NHD ephemeral feature is shown to flow west to east through the Project site and appears to connect to the mapped NWI blue-line feature just east of the Project boundary. However, during the survey, no defined channelization or bank to bank was observed in the area of the NHD feature. No bed and bank features were identified within the Project site. Work is anticipated to occur on the top of the slope near the existing water tank and no impacts are anticipated to occur outside of the Project boundary or to the NWI drainage features; therefore, with the implementation of Best Management Practices (BMPs) such as installation of silt fencing and/or weed free straw waddles to prevent sediment from traveling downhill, no impacts to waters of the United States or waters of the State are anticipated to occur as a result of this Project.

Vegetation Communities and Other Areas

Four native vegetation communities, California Buckwheat Scrub, Disturbed California Buckwheat Scrub, Hoary Leaf Ceanothus Chaparral, and Disturbed Hoary Leaf Ceanothus Chaparral, and three other areas, Bare Ground, Developed, and Ruderal were found within the Project site during the biological reconnaissance survey. The majority of the Project site is comprised of Disturbed Hoary Leaf Ceanothus Chaparral. The communities are described in the following subsections.

California Buckwheat Scrub

California Buckwheat Scrub is found in upland slopes, intermittently flooded arroyos, channels and washes, and rarely flooded low-gradient deposits. Soils are coarse, well drained, and moderately acidic to slightly saline (Sawyer et al. 2009). Stands do well on rocky sites and in shallow soils, and they establish after disturbance by fire or flood or after heavy grazing. In southern coastal California, this alliance is usually one of the first of the coastal scrubs to establish in mechanically disturbed areas such as road cuts or slope failures, and it persists in areas with light to moderate grazing (Sawyer et al. 2009). In this vegetation community, California buckwheat (*Eriogonum fasciculatum*) or yucca (*Hesperoyucca whipplei*) is dominant or co-dominant in the shrub canopy in cismontane stands with California sagebrush (*Artemisia californica*), coyote brush (*Baccharis pilularis*), sticky monkeyflower (*Diplacus aurantiacus*), brittlebush sunflower (*Encelia californica*), brittlebush (*Encelia farinosa*), coast goldenbush (*Isocoma menziesii*), deerweed (*Acmispon glaber*), white sage (*Salvia apiana*), or black sage (*Salvia mellifera*). The herbaceous layer is variable and may be grassy (Sawyer et al. 2009).

Areas with California Buckwheat Scrub vegetation are present within 0.61 acre of the Project site within several small pockets on site. Native plant species found on the Project site typical of this vegetation community included: California buckwheat, California sagebrush, deerweed, black sage, twiggy wreathplant (*Stephanomeria virgata*), sand-aster (*Corethrogyne filaginifolia*), and slender sunflower (*Helianthus gracilentus*) with occasional scattered chamise (*Adenostoma fasciculatum*) and hoary leaf ceanothus (*Ceanothus crassifolius*) also present. Non-native species

included: shortpod mustard (*Hirschfeldia incana*), tocalote (*Centaurea melitensis*), wild oat (*Avena fatua*), foxtail chess (*Bromus madritensis* subsp. *madritensis*), and Russian thistle (*Salsola tragus*).

Disturbed California Buckwheat Scrub

A disturbed form of California Buckwheat Scrub is present within 1.04 acres of the Project site within several small pockets adjacent to undisturbed California Buckwheat Scrub. Disturbed areas have a high percentage of non-native weedy species (i.e., greater than 25 percent of the species cover). Native plant species found on the Project site typical of this vegetation community included: California buckwheat, California sagebrush, deerweed, black sage, twiggy wreathplant, sand-aster, and slender sunflower with a 25 percent cover of non-native species including shortpod mustard, tocalote, wild oat, foxtail chess, and Russian thistle.

Hoary Leaf Ceanothus Chaparral

Hoary Leaf Ceanothus Chaparral can be found on slopes, often south-facing with soils that are typically shallow and rocky (Sawyer et al. 2009). Hoary leaf ceanothus is dominant or co-dominant in the shrub canopy with chamise, big berry manzanita (*Arctostaphylos glauca*), chaparral whitethorn (*Ceanothus leucodermis*), mountain mahogany (*Cercocarpus betuloides*), sticky monkeyflower, California buckwheat, chaparral yucca, toyon (*Heteromeles arbutifolia*), chaparral beard tongue (*Keckiella antirrhinoides*), laurel sumac (*Malosma laurina*), scrub oak (*Quercus berberidifolia*), sugarbush (*Rhus ovata*) and black sage. Membership rules state that both hoary leaf ceanothus and chamise have a 30 to 60 percent relative cover in the shrub canopy (Sawyer et al. 2009). Emergent trees may be present at low cover, including coast live oak (*Quercus agrifolia*). The shrub canopy is typically less than 11 feet and is intermittent to continuous with an herbaceous layer that is open (Sawyer et al. 2009).

Areas with Hoary Leaf Ceanothus Chaparral vegetation are present within 3.79 acres of the Project site along the slopes. Native plant species found on the Project site typical of this vegetation community included: hoary leaf ceanothus, chaparral whitethorn, chamise, California buckwheat, black sage, scrub oak, skunk bush (*Rhus aromatica*), sacapellote (*Acourtia microcephala*), southern honeysuckle (*Lonicera subspicata*), and spiny redberry (*Rhamnus crocea*). Non-native species included: shortpod mustard, tocalote, wild oat, foxtail chess, and Russian thistle.

Disturbed Hoary Leaf Ceanothus Chaparral

A disturbed form of Hoary Leaf Ceanothus Chaparral is present within 7.94 acres of sloping areas of the Project site. Disturbed areas are those areas that have a high percentage of non-native weedy species (i.e., greater than 25 percent of the species cover). Native plant species found on the Project site typical of this vegetation community included: hoary leaf ceanothus, chaparral whitethorn, chamise, California buckwheat, black sage, scrub oak, skunk bush, sacapellote, southern honeysuckle, and spiny redberry with approximately 25 percent cover of non-native species including shortpod mustard, tocalote, wild oat, foxtail chess, and Russian thistle.

Other Areas

Developed

Developed areas are areas that have been altered by humans and now display man-made structures such as houses, paved roads, buildings, parks, and other maintained areas.

Developed areas are present within the Project site along an eroding asphalt path that cuts through the center of the Project site. There are 0.23 acre of Developed areas on the Project Site. These areas were devoid of vegetation.

Bare Ground

Bare Ground areas are generally devoid of vegetation, but do not contain any form of pavement or other developed structures. Bare Ground has higher water permeability. Areas with Bare Ground are found within 1.46 acres of the Project site bordering the southern portions of the site and adjacent to the existing water tower outside of the Project Site.

Ruderal

Areas classified as Ruderal tend to be dominated by pioneering herbaceous species that readily colonize disturbed ground and that are typically found in temporary, often frequently disturbed habitats (Barbour et al. 1999). The soils in ruderal areas are typically characterized as heavily-compacted or frequently-disturbed. The vegetation in these areas is adapted to living in compact soils where water does not readily penetrate the soil. Often, Ruderal areas are dominated by species of the *Centaurea, Brassica, Malva, Salsola, Eremocarpus, Amaranthus*, and *Atriplex* genera.

Areas with Ruderal vegetation were present within the Project site along the slopes and bordering Bare Ground areas. Ruderal plant species found on the Project site included: shortpod mustard, tocalote, wild oat, foxtail chess, and Russian thistle. Scattered native species present in low abundance included twiggy wreathplant, sand-aster, and slender sunflower. There are 6.84 acres of Ruderal vegetation on the Project site.

General Plants

A total of 23 plant species were observed within the Project site during the biological reconnaissance survey (Attachment 2: Plant Species Observed). Plant species observed during the survey were representative of the existing Project site conditions. No special status plant species were observed during the survey.

General Wildlife

A total of 16 wildlife species were observed within the Project site during the biological reconnaissance survey. Wildlife species observed or detected during the survey were characteristic of the existing Project site conditions. A complete list of wildlife species observed or detected is provided in Attachment 3 – Wildlife Species Observed/Detected List.

Special Status Species

The following information is a list of abbreviations used to help determine special status biological resources potentially occurring in the Project site.

CNPS California Rare Plant Rank (CRPR)

1A	=	Plants presumed extinct in California.
1B	=	Plants rare and endangered in California and throughout their range.
2	=	Plants rare, threatened or endangered in California but more common elsewhere in their range.
3	=	Plants about which we need more information, a review list.
4	=	Plants of limited distribution; a watch list.

CRPR Extensions

0.1	=	Seriously endangered in California (greater than 80 percent of occurrences threatened/high degree and immediacy of threat).
0.2	=	Fairly endangered in California (20 to 80 percent occurrences threatened).
0.3	=	Not very endangered in California (less than 20 percent of occurrences threatened).

Federal

FE	=	Federally listed; Endangered
FT	=	Federally listed; Threatened

State

ST	=	State listed; Threatened
SE	=	State listed; Endangered

RARE	=	State listed; Rare (Listed "Rare" animals have been re-designated as Threatened, but Rare plants have retained the Rare designation.)
SSC	=	State Species of Special Concern
WL	=	CDFW Watch List
FP	=	CDFW Fully Protected

The following information was used to determine biological resources potentially occurring within the Project site. The criteria used to evaluate the potential for special status species to occur within the Project site are outlined in Table 1.

Table 1: Criteria for Evaluating Special Status Species Potential for Occurrence (PFO)

PFO*	CRITERIA
Absent:	Species is restricted to habitats or environmental conditions that do not occur within the proposed Project site.
Low:	Either historical records for this species do not exist within the vicinity (approximately 5 miles) of the proposed Project site, and/or habitats or environmental conditions needed to support the species are of poor quality, or historical records for this species do exist within the vicinity (approximately 5 miles) of the proposed Project site, and habitats or environmental conditions needed to support the species are of poor quality.
Moderate:	Either a historical record exists of the species within the vicinity of the proposed Project site (approximately 5 miles) and habitat exists on the proposed Project site, or the habitat requirements or environmental conditions associated with the species occur within the proposed Project site, but no historical records exist within 5 miles of the proposed Project site.
High:	Both a historical record exists of the species within the proposed Project site or its immediate vicinity (approximately 1 mile), and the habitat requirements and environmental conditions associated with the species occur within the proposed Project site.
Present:	Species was detected within the proposed Project site at the time of the survey.

*PFO: Potential for Occurrence

Special Status Plant Species

Database searches (CDFW 2023; CNPS 2023) resulted in a list of 52 federally and/or State-listed threatened, endangered, or otherwise special status plant species documented to historically occur within the vicinity of Project site. Of the 52 plant species, it was determined that 43 plant species are considered **Absent**, one considered to have **Low** potential to occur, and 8 are considered to have a **Moderate** potential to occur within the Project site. No special status plant species were found during the biological reconnaissance survey.

The following 4 plant species are considered **Absent** from the Project site because the species are presumed extinct (CRPR 1A) in California, have not been observed within 5 miles of the Project site, and all records of historical occurrence are over 43 years old:

- Los Angeles sunflower (*Helianthus nuttallii* subsp. *parishii*) – CRPR 1A
- Parish's bush-mallow (*Malacothamnus parishii*) – CRPR 1A
- Pringle's monardella (*Monardella pringlei*) – CRPR 1A
- Parish's gooseberry (*Ribes divaricatum* var. *parishii*) – CRPR 1A

The following 37 plant species are considered **Absent** from the Project site due to lack of suitable habitat:

- Mt. Pinos onion (*Allium howellii* var. *clokeyi*) – CRPR 1B.3
- Yucaipa onion (*Allium marvinii*) – CRPR 1B.2
- marsh sandwort (*Arenaria paludicola*) – **FE, SE**, CRPR 1B.1
- Horn's milk-vetch (*Astragalus hornii* var. *hornii*) – CRPR 1B.1
- San Jacinto Valley crownscale (*Atriplex coronata* var. *notatior*) – **FE**, CRPR 1B.1
- Davidson's saltscale (*Atriplex serenana* var. *davidsonii*) – CRPR 1B.2
- thread-leaved brodiaea (*Brodiaea filifolia*) – **FT, SE**, CRPR 1B.1
- Palmer's mariposa-lily (*Calochortus palmeri* var. *palmeri*) – CRPR 1B.2
- bristly sedge (*Carex comosa*) – CRPR 2B.1
- ash-gray paintbrush (*Castilleja cinerea*) – **FT**, CRPR 1B.2
- San Bernardino Mountains owl's-clover (*Castilleja lasiorhyncha*) – CRPR 1B.2
- smooth tarplant (*Centromadia pungens* subsp. *laevis*) – CRPR 1B.1
- salt marsh bird's-beak (*Chloropyron maritimum* subsp. *maritimum*) - **FE, SE**, CRPR 1B.2
- white-bracted spineflower (*Chorizanthe xanti* var. *leucotheca*) – CRPR 1B.2
- Peruvian dodder (*Cuscuta obtusiflora* var. *glandulosa*) – CRPR 2B.2
- San Bernardino Mountains monkeyflower (*Erythranthe exigua*) – CRPR 1B.2
- hot springs fimbristylis (*Fimbristylis thermalis*) – CRPR 2B.2
- Alvin Meadow bedstraw (*Galium californicum* subsp. *primum*) – CRPR 1B.2
- Parish's alumroot (*Heuchera parishii*) – CRPR 1B.3
- California satintail (*Imperata brevifolia*) – CRPR 2B.1
- silver-haired ivesia (*Ivesia argyrocoma* var. *argyrocoma*) – CRPR 1B.2
- Coulter's goldfields (*Lasthenia glabrata* subsp. *coulteri*) – CRPR 1B.1
- lemon lily (*Lilium parryi*) – CRPR 1B.2
- mud nama (*Nama stenocarpa*) – CRPR 2B.2
- Gambel's water cress (*Nasturtium gambelii*) – **FE, ST**, CRPR 1B.1
- San Bernardino ragwort (*Packera bernardina*) – CRPR 1B.2
- Sonoran maiden fern (*Pelazoneuron puberulum* var. *sonorense*) – CRPR 2B.2
- Parish's yampah (*Perideridia parishii* subsp. *parishii*) – CRPR 2B.2
- black bog-rush (*Schoenus nigricans*) – CRPR 2B.2
- Parish's checkerbloom (*Sidalcea hickmanii* subsp. *parishii*) – CR, CRPR 1B.2
- Bear Valley checkerbloom (*Sidalcea malviflora* subsp. *dolosa*) – CRPR 1B.2
- salt spring checkerbloom (*Sidalcea neomexicana*) – CRPR 2B.2
- bird-foot checkerbloom (*Sidalcea pedata*) – **FE, SE**, CRPR 1B.1
- prairie wedge grass (*Sphenopholis obtusata*) – CRPR 2B.2
- southern jewelflower (*Streptanthus campestris*) – CRPR 1B.3
- San Bernardino aster (*Symphyotrichum defoliatum*) – CRPR 1B.2
- Wright's trichocoronis (*Trichocoronis wrightii* var. *wrightii*) – CRPR 2B.1

The following two plant species are considered **Absent** because their size and stature would have made them conspicuous during the reconnaissance-level survey and they were not observed within the Project site.

- Parish's desert-thorn (*Lycium parishii*) – CRPR 2B.3

- Nevin's barberry (*Berberis nevinii*) – **FE, SE**, CRPR 1B.1

The following plant species is considered to have a **Low** potential for occurrence within the Project site as historical records of this species known to occur within the vicinity of the proposed Project site (approximately 5 miles) are more than 20 years old, but habitats or environmental conditions needed to support the species are present.

- slender-horned spineflower (*Dodecahema leptoceras*) – **FE, SE**, CRPR 1B.1

The following 6 plant species are considered to have a **Moderate** potential for occurrence within the proposed Project site because the habitat requirements or environmental conditions associated with the species occur within the Project site, but no historical records exist within 5 miles of the Project site.

chaparral sand-verbena (*Abronia villosa* var. *aurita*) – CRPR 1B.1

Chaparral sand-verbena is a CRPR 1B.1 species. This perennial herb is in the Nyctaginaceae family and blooms from March to September and sometimes blooms as early as January. It is typically found in sandy soils within chaparral, coastal scrub, and desert dune habitats at elevations between 245 and 5,250 feet amsl. The known range includes Imperial, Orange, Riverside, San Bernardino, and San Diego counties. Chaparral sand-verbena is potentially threatened by non-native plants, alteration of fire regimes, road maintenance, flood control activities, vehicles, and development. The survey was conducted within the flowering period of this species when it would have been identifiable; however, due to the species' small stature and the Project's size and topography it was not observed within the scope of the reconnaissance-level survey. No historical records of this species have been found within 5 miles of this site, but appropriate chaparral and coastal scrub habitat with sandy soil is present on the Project site. Therefore, there is a **Moderate** potential for this species to occur within the Project site.

Jaeger's milk-vetch (*Astragalus pachypus* var. *jaegeri*) – CRPR 1B.1

Jaeger's milk-vetch is a CRPR 1B.1 species. This perennial shrub is in the Fabaceae family and blooms from December to June. It is typically found in soils that are sometimes rocky or sandy within chaparral, cismontane woodland, coastal scrub, and valley and foothill grassland habitats at elevations between 1,200 and 3,200 feet amsl. The known range includes Riverside and San Diego counties. Jaeger's milk-vetch is potentially threatened by urbanization, vehicles, road maintenance, and agriculture. The survey was conducted outside the flowering period of this species. No historical records of this species have been found within 5 miles of this site but appropriate chaparral and coastal scrub habitat with sandy soil is present on the Project site. Therefore, there is a **Moderate** potential for this species to occur within the Project site.

mesa horkelia (*Horkelia cuneata* var. *puberula*) – CRPR 1B.1

Mesa horkelia is a CRPR 1B.2 species. This perennial herb is in the Rosaceae family and blooms from February to September. It is typically found in sandy or gravelly soils, within maritime chaparral, cismontane woodland, and coastal scrub habitats at elevations between 230 and 2,657 feet amsl. The known range includes Los Angeles, Orange, Riverside, Santa Barbara, San Bernardino, San Diego, San Luis Obispo, and Ventura counties. Further study is required to confirm status of occurrences and for true species representation. Mesa horkelia is potentially threatened by habitat conversion. The survey was conducted within the flowering period of this species when it would have been identifiable; however, due to the species' small stature and the Project's size and topography it was not observed within the scope of the reconnaissance-level survey. No historical records of this species have been found within 5 miles of this site but appropriate chaparral and coastal scrub habitat with sandy soil is present on the Project site. Therefore, there is a **Moderate** potential for this species to occur within the Project site.

Hall's monardella (*Monardella macrantha* subsp. *hallii*) – CRPR 1B.3

Hall's monardella is a CRPR 1B.3 species. This perennial rhizomatous herb is in the Lamiaceae family and blooms from June to October. It is typically found in broadleafed upland forest, chaparral, cismontane woodland, lower montane coniferous forest, and valley and foothill grassland habitats at elevations between 2,395 and 7,200 feet amsl. The known range includes Los Angeles, Orange, Riverside, San Bernardino, and San Diego counties. Hall's monardella is threatened by road maintenance and recreational activities. The survey was conducted within the flowering period of this species when it would have been identifiable; however, due to the species' small stature and the Project's size and topography it was not observed within the scope of the reconnaissance-level survey. No historical records of this species have been found within 5 miles of this site, but appropriate chaparral habitat is present on the Project site. Therefore, there is a **Moderate** potential for this species to occur within the Project site.

Brand's star phacelia (*Phacelia stellaris*) – CRPR 1B.1

Brand's star phacelia is a CRPR 1B.1 species. This annual herb is in the Hydrophyllaceae family and blooms from March and June. It is typically found on coastal dunes and coastal scrub habitat at elevations between 5 and 1,310 feet amsl. The known range includes Los Angeles, Orange, Riverside, San Bernardino, and San Diego counties. Brand's star phacelia is potentially threatened by development, foot traffic/trampling, and non-native plant impacts (CNPS 2023). The survey was conducted outside the flowering period of this species. No historical records of this species have been found within 5 miles of this site, but appropriate coastal scrub habitat is present on the Project site. Therefore, there is a **Moderate** potential for this species to occur within the Project site.

chaparral ragwort (*Senecio aphanactis*) – CRPR 2B.2

Chaparral ragwort is a CRPR 2.2 species. It is an annual herb in the Asteraceae family that blooms between January and April. This species occurs in chaparral, cismontane woodland, and coastal scrub in soils that are sometimes alkaline at elevations between 50 and 2,600 feet amsl. The known range of this species exists in Alameda, Contra Costa, Fresno, Los Angeles, Merced, Monterey, Orange, Riverside, Santa Barbara, Santa Clara, San Diego, San Luis Obispo, Solano, and Ventura counties; and on Santa Catalina Island; Santa Cruz Island; Santa Rosa Island; and Baja California. The survey was conducted outside the flowering period of this species. No historical records of this species have been found within 5 miles of this site, but appropriate chaparral and coastal scrub habitat is present on the Project site. Therefore, there is a **Moderate** potential for this species to occur within the Project site.

The following 2 plant species are considered to have a **Moderate** potential for occurrence within the Project site because historical records (within the past 20 years) exist for the species within the vicinity (approximately 5 miles) of the proposed Project site and habitat exists on the Project site.

Parry's spineflower (*Chorizanthe parryi* var. *parryi*) – CRPR 1B.1

Parry's spineflower is a CRPR 1B.1 species. This annual herb is in the Polygonaceae family and blooms from April to June in sandy to gravelly open areas of chaparral and coastal scrub at elevations between 130 to 6,000 feet amsl. Known ranges include Los Angeles, Riverside, and San Bernardino counties. Habitat for Parry's spineflower is rapidly declining due to urbanization and may already be extirpated in Los Angeles County. This species has been previously confused with prostrate spineflower (*Chorizanthe procumbens*) and is often misidentified as this plant. The survey was conducted outside the flowering period of this species. Most recent historical records indicate an extant population has been observed 5 years ago within 4.78 miles of the Project site "approximately 0.75 air mile [northeast] of the junction of Opal Ave with San

Bernardino Ave., Redlands" (CDFW 2023). Therefore, there is a **Moderate** potential for this species to occur within the Project site.

Santa Ana River woollystar (*Eriastrum densifolium* subsp. *sanctorum*) – FE, SE, CRPR 1B.1
Santa Ana River woollystar is a CRPR 1B.1 species. This annual herb is in the Polemoniaceae family and blooms from April to September in sometimes sandy to sometimes gravelly chaparral and alluvial fans within coastal scrub at elevations between 300 to 2,000 feet amsl. Known ranges include Orange, Riverside, and San Bernardino counties. This species is threatened by development, vehicles, foot traffic, sand and gravel mining, hydrological alterations, illegal dumping, road construction, flood control projects, and non-native plants. The survey was conducted within the flowering period of this species when it would have been identifiable; however due to the species' small stature and the Project's size and topography it was not observed within the scope of the reconnaissance-level survey. However, appropriate sandy chaparral habitat occurs within the Project site. Most recent historical records indicate an extant population has been observed 9 years ago within 4.75 miles of the Project site and that "2 plants [were] observed in 2014; 1 flowering and one dormant/dead" (CDFW 2023). Therefore, there is a **Moderate** potential for this species to occur within the Project site.

Special Status Wildlife Species

Database searches (CDFW 2023; USFWS 2023) resulted in a list of 47 federally and/or State listed endangered or threatened, State SSC, or otherwise special status wildlife species documented to occur within the Project site. After a literature review and the assessment of the various habitat types within the Project site, it was determined that **43** special status wildlife species are considered absent and four species have a low potential to occur within the site.

The following 43 wildlife species are considered **Absent** from the Project site due to lack of suitable habitat present within the site, lack of riparian habitat within the vicinity of the site, or no known occurrences within the last 25 years:

- American badger (*Taxidea taxus*) – SSC
- arroyo chub (*Gila orcuttii*) – SSC
- bald eagle (*Haliaeetus leucocephalus*)—**SE**
- burrowing owl (*Athene cunicularia*) – SSC
- California black rail (*Laterallus jamaicensis coturniculus*)—**ST**
- California red-legged frog (*Rana draytonii*) – **FT**, SSC
- coast horned lizard (*Phrynosoma blainvillii*) – SSC
- coastal California gnatcatcher (*Polioptila californica californica*)—**FT**, SSC
- Delhi sands flower-loving fly (*Rhaphiomidas terminates abdominalis*)—**FE**
- least Bell's vireo (*Vireo bellii pusillus*) – **FE, SE**
- lesser long-nosed bat (*Leptonycteris yerbabuenae*) – SSC
- Los Angeles pocket mouse (*Perognathus longimembris brevinasus*) – SSC
- loggerhead shrike (*Lanius ludovicianus*) – SSC
- northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*) – SSC
- pallid bat (*Antrozous pallidus*) – SSC
- pocketed free-tailed bat (*Nyctinomops femorosaccus*) – SSC
- quino checkerspot butterfly (*Euphydryas Editha quino*)—**FE**
- red diamond rattlesnake (*Crotalus ruber*) – SSC
- Riverside fairy shrimp (*Streptocephalus woottoni*) – **FE**
- San Bernardino flying squirrel (*Glaucomys oregonensis californicus*) – SSC

- San Bernardino kangaroo rat (*Dipodomys merriami parvus*)—**FE,** SSC
- Santa Ana speckled dace *(Rhinichthys osculus* ssp. 8) – SSC
- Santa Ana sucker (*Catostomus santaanae*)—**FT**
- San Diego banded gecko (*Coleonyx variegatus abbotti*) – SSC
- San Diego desert woodrat (*Neotoma lepida intermedia*) – SSC
- California glossy snake (*Arizona elegans occidentalis*) – SSC
- southern grasshopper mouse (*Onychomys torridus ramona*) – SSC
- southern mountain yellow-legged frog (*Rana muscosa*) – **FE, SE**
- southern rubber boa (*Charina umbratica*) – ST
- southwestern willow flycatcher (*Empidonax traillii extimus*) – **FE, SE**
- steelhead-Southern California DPS (*Oncorhynchus mykiss irideus* pop.10)—**FE**
- Stephens' kangaroo rat (*Dipodomys stephensi*)—**FT, ST**
- Swainson's hawk (*Buteo swainsoni*)—**ST**
- tricolored blackbird (*Agelaius tricolor*)—**ST**
- two-striped garter snake (*Thamnophis hammondii*) – SSC
- western mastiff bat (*Eumops perotis californicus*) – SSC
- western pond turtle (*Emys marmorata*) – SSC
- western spadefoot (*Spea hammondii*) – SSC
- western yellow bat (*Lasiurus xanthinus*) – SSC
- western yellow-billed cuckoo (*Coccyzus americanus occidentails*)**—FT, SE**
- white-eared pocket mouse (*Perognathus alticola alticola*) – SSC
- yellow-breasted chat (*Icteria virens*) – SSC
- yellow warbler (*Setophaga petechia*) – SSC

The analysis of the CNDDB search and field survey resulted in four species with a **low** potential to occur directly adjacent to the Project site.

- coast patch-nosed snake (*Salvadora hexalepis virgultea*) – SSC
- coastal whiptail (*Aspidoscelis tigris stejnegeri*) – SSC orange-throated whiptail (*Aspidoscelis hyperythra*) SSC
- southern California legless lizard (*Anniella stebbinsi*) – SSC

United States Fish Wildlife Service Critical Habitat

Critical Habitat is defined as areas of land, water, and air space containing the physical and biological features essential for the survival and recovery of endangered and threatened species. Designated Critical Habitat includes sites for breeding and rearing, movement or migration, feeding, roosting, cover, and shelter. Designated Critical Habitats require special management and protection of existing resources, including water quality and quantity, host animals and plants, food availability, pollinators, sunlight, and specific soil types. Designated Critical Habitat delineates all suitable habitat, occupied or not, that is essential to the survival and recovery of the species. According to the USFWS Critical Habitat WebGIS map, the Project site does not fall within Designated Critical Habitat (USFWS 2023). Critical habitat for southwestern willow flycatcher occurs approximately 1.85 miles west of the Project site; however, the Project site lacks any riparian habitat or water sources required by this species and therefore, this species is not anticipated to occur with the site.

Special Status Communities

Five special status communities, Riversidian Alluvial Fan Sage Scrub, Southern Coast Live Oak Riparian Forest, Southern Riparian Forest, Southern Sycamore Alder Riparian Woodland, and Southern Willow Scrub were found within 5 miles of the proposed Project site but were not present on or adjacent the proposed Project site.

Conclusions and Recommendations

Hydrology

No USFWS NWI features are present within the Project site. One NHD ephemeral feature is shown to historically flow through the Project site; however, based on the results of the field survey, no defined channelization or bank to bank was observed in the area of the NHD feature and it appears this area just facilitates nuisance flow during rain events and becomes sheet flow at the bottom of the hill and does not appear to connect to any other features downstream. In addition, Project impacts are proposed to occur on the top of the hill near the existing water tower and no work is anticipated to occur along the hillsides. Therefore, no impacts to jurisdictional waters are anticipated to occur as a result of Project activities. In order to minimize temporary impacts along the surrounding hillsides, BMP's including silt fencing and straw waddle are recommended throughout construction activities.

Special Status Plant Species

Following the literature review and after the reconnaissance level field assessment of the various habitat types in the Project site, it was determined that of the 52 special status plant species that have been observed within one of the surrounding quadrangles of the site, 43 are considered **Absent**, one is considered to have a **Low** potential for occurrence, and eight are considered to have a **Moderate** potential to occur within the Project site. No special status plant species were found during the biological reconnaissance survey. Focused protocol-level plant surveys are recommended in order to determine if the one **Low** or eight **Moderate** species with a potential to occur are present on the Project site. Surveys should be conducted during June in order to ensure all species are surveyed during the blooming period.

Special Status Communities

Five special status communities, Riversidian Alluvial Fan Sage Scrub, Southern Coast Live Oak Riparian Forest, Southern Riparian Forest, Southern Sycamore Alder Riparian Woodland, and Southern Willow Scrub were found within 5 miles of the proposed Project site but were not present on the proposed Project site.

Special Status Wildlife Species

Following the literature review and the assessment of the various habitat types within the Project site, it was determined that 43 of 47 special status wildlife species known to occur within the Project site are considered absent due to a lack of suitable habitat for these species. Four species, coastal patch-nosed snake, coastal whiptail, orange-throated whiptail, and southern California legless lizard have been observed within two miles of the site; however, the Project site lacks contains only marginal quality habitat and is not adjacent to any riparian areas, which is often associated with these species. Therefore, these species have a low potential to occur within the Project site and no impacts are anticipated to occur to these species as a result of Project activities. Coastal California gnatcatcher and yellow-billed cuckoo have been recorded within two miles of the site; however, the Project site is composed of low to moderate quality habitat for California gnatcatcher and lacks any riparian habitat required by yellow-billed cuckoo. Therefore, these species are not anticipated to occur within the site. No sensitive wildlife species were observed during the field survey.

To minimize potential impacts to nesting birds protected under the Migratory Bird Treaty Act (MBTA), construction activities should take place outside nesting season (February 1 to August 31) to the greatest extent practicable.

If construction activities occur during nesting season, a preconstruction nesting bird survey should be conducted prior to initiation of ground-disturbing activities. To the maximum extent practicable, a minimum buffer zone around occupied nests should be determined by a qualified biologist to avoid impacts to the active nest. The buffer should be maintained during physical ground-disturbing activities. Once nesting has ceased and the nestlings has fledged, the buffer may be removed.

Please contact me at (949) 261-5414 or hfranklin@chambersgroupinc.com if you have any questions or concerns regarding this report.

Sincerely,

CHAMBERS GROUP, INC.

Heather Franklin
Senior Biologist
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Attachments

Attachment 1: Figure 1 – Project Location and Vicinity Map
Figure 2 – CNDDB Occurrences Map
Figure 3 – Vegetation Communities Map
Figure 4 – Soils Map
Figure 5 – Jurisdictional Waters Map
Attachment 2: Plant Species Observed
Attachment 3: Wildlife Species Observed
Attachment 4: Site Photographs

References

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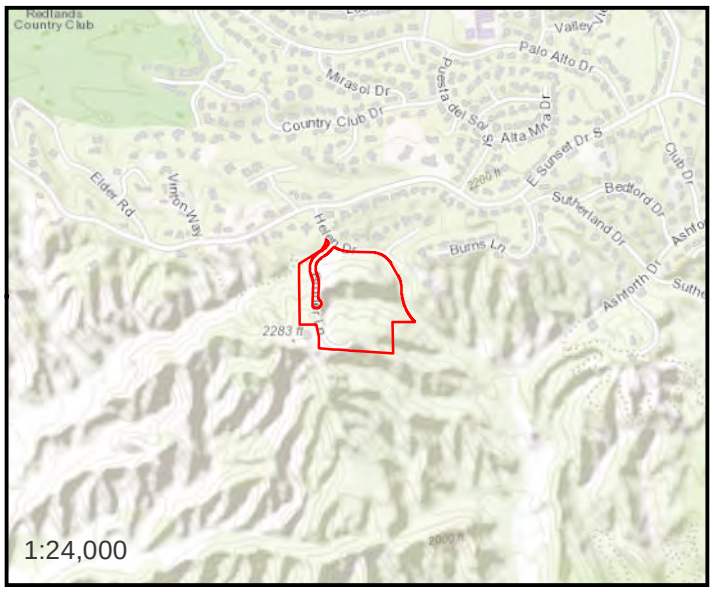
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ATTACHMENT 1 – FIGURES







Project Location

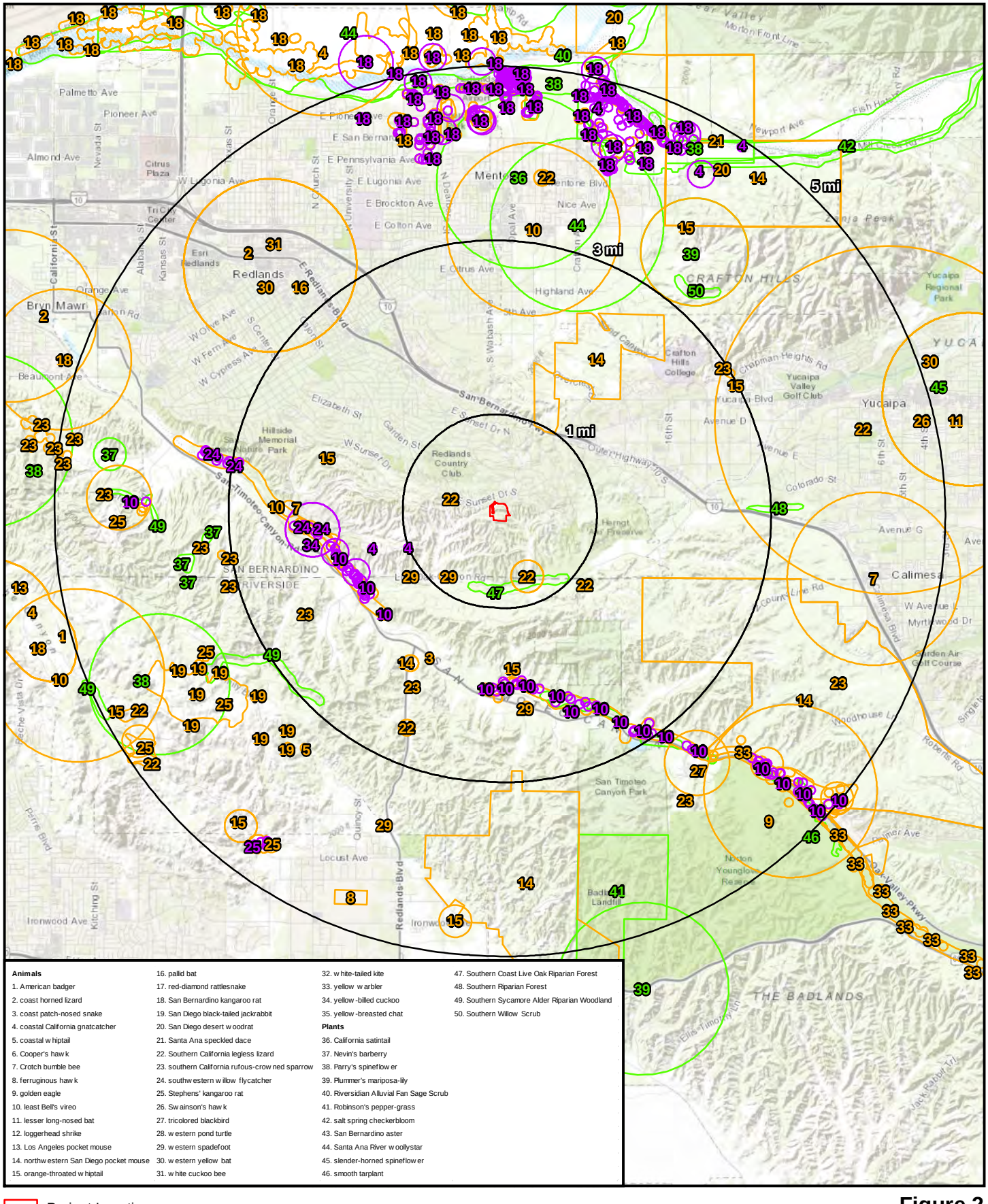
Figure 1
Sunset Reservoir Expansion Project
Project Location and Vicinity

N

0 75 150 300
Feet

Name: 21413 BIO Fig 1 Project Location and Vicinity.Mxd
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CHAMBERS GROUP



Animals

1. American badger
2. coast horned lizard
3. coast patch-nosed snake
4. coastal California gnatcatcher
5. coastal w hiptail
6. Cooper's haw k
7. Crotch bumble bee
8. ferruginous haw k
9. golden eagle
10. least Bell's vireo
11. lesser long-nosed bat
12. loggerhead shrike
13. Los Angeles pocket mouse
14. northw estern San Diego pocket mouse
15. orange-throated w hiptail
16. pallid bat
17. red-diamond rattlesnake
18. San Bernardino kangaroo rat
19. San Diego black-tailed jackrabbit
20. San Diego desert w oodrat
21. Santa Ana speckled dace
22. Southern California legless lizard
23. southern California rufous-crow ned sparrow
24. southw estern w illow flycatcher
25. Stephens' kangaroo rat
26. Sw ainson's haw k
27. tricolored blackbird
28. w estern pond turtle
29. w estern spadefoot
30. w estern yellow bat
31. w hite cuckoo bee
32. w hite-tailed kite
33. yellow w arbler
34. yellow -billed cuckoo
35. yellow -breasted chat

Plants

36. California satintail
37. Nevin's barberry
38. Parry's spineflow er
39. Plummer's mariposa-lily
40. Riversidian Alluvial Fan Sage Scrub
41. Robinson's pepper-grass
42. salt spring checkerbloom
43. San Bernardino aster
44. Santa Ana River w oollystar
45. slender-horned spineflow er
46. smooth tarplant
47. Southern Coast Live Oak Riparian Forest
48. Southern Riparian Forest
49. Southern Sycamore Alder Riparian Woodland
50. Southern Willow Scrub

Figure 2
Sunset Reservoir Expansion Project
CNDDB Occurrences

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Project Location

Vegetation Communities

- Hoary Leaf Ceanothus Chaparral
- Disturbed Hoary Leaf Ceanothus Chaparral
- California Buckwheat Scrub
- Developed
- Disturbed California Buckwheat Scrub
- Ruderal
- Bare Ground

N

0 60 120 240

Feet

Figure 3
Sunset Reservoir Expansion Project
Vegetation Communities

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CHAMBERS GROUP

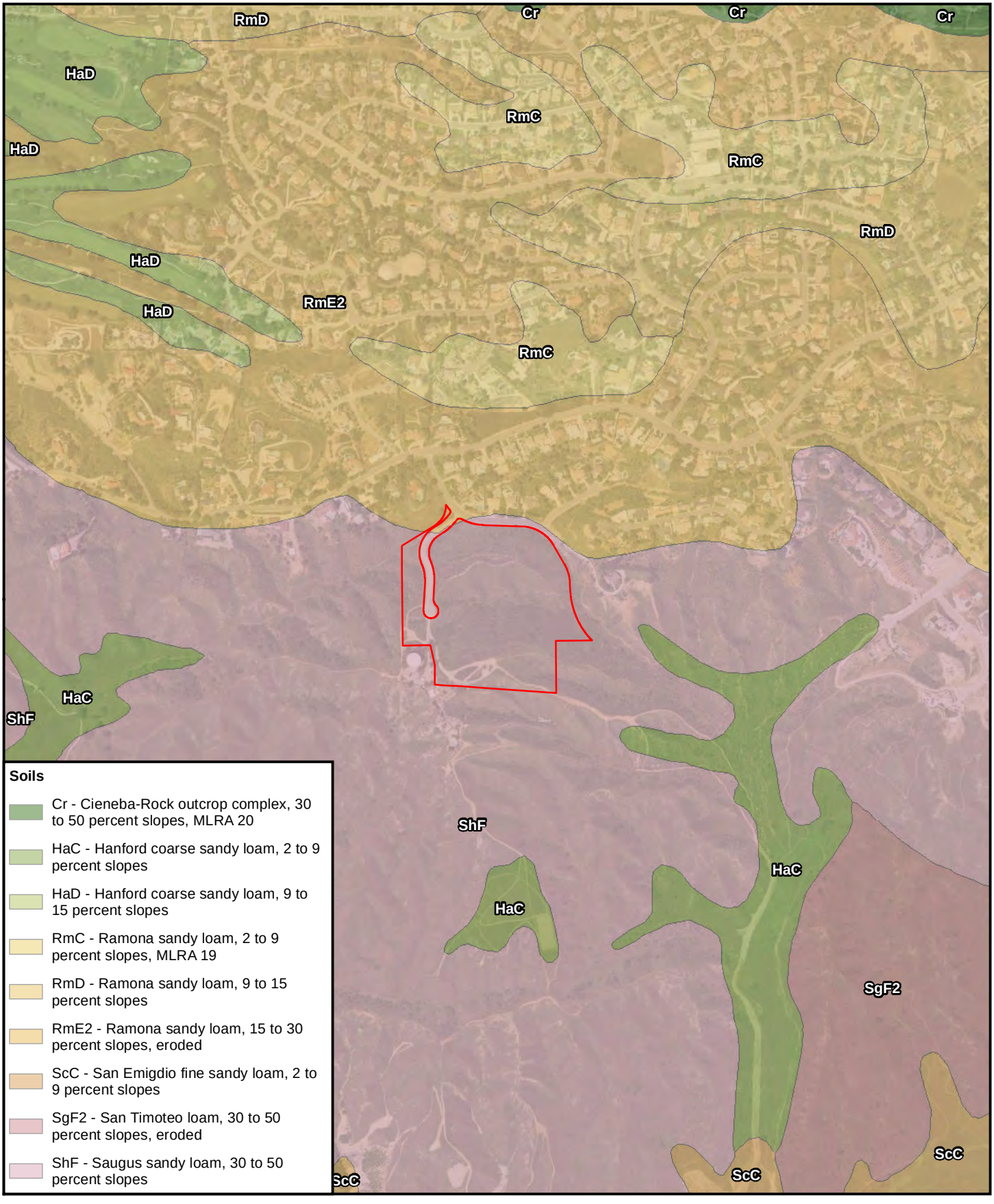
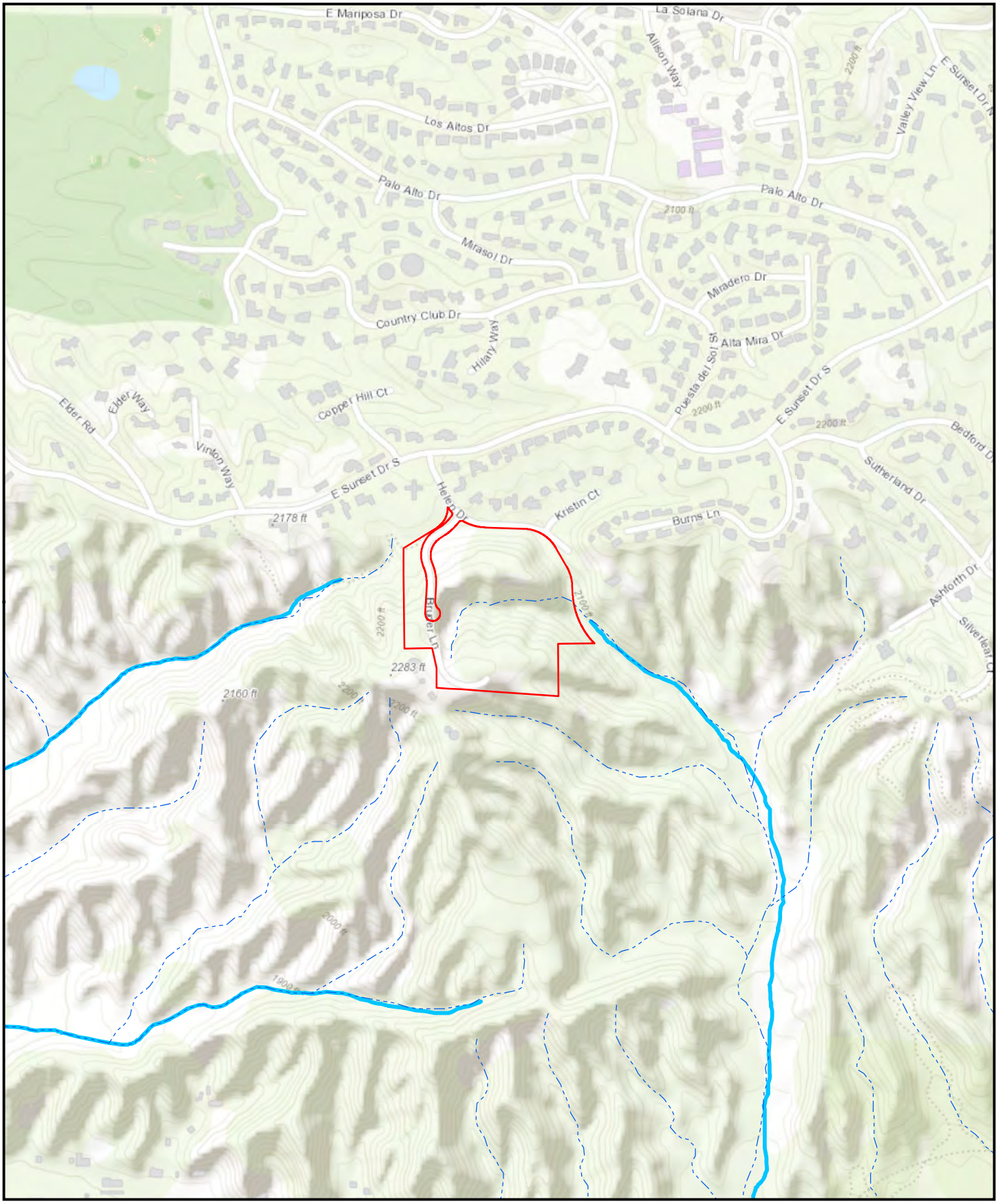


Figure 4
Sunset Reservoir Expansion Project
Soils

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Project Location

NHD

Stream/River

NWI

Riverine

N

0 300 600 1,200

Feet

Figure 5

Sunset Reservoir Expansion Project

Jurisdictional Waters

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ATTACHMENT 2 – PLANT SPECIES OBSERVED

ATTACHMENT 2– PLANT SPECIES OBSERVED

Scientific Name	Common Name
ANGIOSPERMS (EUDICOTS)	
ADOXACEAE	**MUSKROOT FAMILY**
Sambucus mexicana	blue elderberry
ANACARDIACEAE	**SUMAC OR CASHEW FAMILY**
Rhus aromatica	skunkbrush
Rhus ovata	sugar bush
ASTERACEAE	**SUNFLOWER FAMILY**
Acourtia microcephala	sacapellote
Artemisia californica	California sagebrush
*Centaurea melitensis**	tocalote
Corethrogyne filaginifolia	sand-aster
Helianthus gracilentus	slender sunflower
Stephanomeria virgata	twiggy wreathplant
BORAGINACEAE	**BORAGE FAMILY**
BRASSICACEAE	**MUSTARD FAMILY**
*Hirschfeldia incana**	shortpod mustard
CAPRIFOLIACEAE	**HONEYSUCKLE FAMILY**
Lonicera subspicata	southern honeysuckle
CHENOPODIACEAE	**GOOSEFOOT FAMILY**
*Salsola tragus**	Russian thistle
FABACEAE	**LEGUME FAMILY**
Acmispon glaber	deerweed
FAGACEAE	**OAK FAMILY**
Quercus berberidifolia	scrub oak
LAMIACEAE	**MINT FAMILY**
Salvia mellifera	black sage
ONAGRACEAE	**EVENING PRIMROSE FAMILY**
Eulobus californicus	California evening primrose
POLYGONACEAE	**BUCKWHEAT FAMILY**
Eriogonum fasciculatum	California buckwheat
RHAMNACEAE	**BUCKTHORN FAMILY**
Ceanothus crassifolius	hoary leaf ceanothus
Ceanothus foliosus var. *foliosus*	wavy-leaf-lilac
Rhamnus crocea	spiny redberry
ROSACEAE	**ROSE FAMILY**
Adenostoma fasciculatum	chamise
ANGIOSPERMS (MONOCOTS)	
POACEAE	**GRASS FAMILY**

*Avena fatua**	wild oat
Bromus madritensis subsp. *madritensis**	foxtail chess

*Non-Native Species, +Ornamental, Unlikely to be Invasive

ATTACHMENT 3 – WILDLIFE SPECIES OBSERVED/DETECTED

Attachment 3 – Wildlife Species Observed

Scientific Name	Common Name
CLASS REPTILIA	**REPTILES**
PHRYNOSOMATIDAE	**ZEBRA-TAILED, EARLESS, FRINGE-TOED, SPINY, TREE, SIDE-BLOTCHED, AND HORNED LIZARDS**
Sceloporus occidentalis	western fence lizard
Uta stansburiana	side-blotched lizard
CLASS AVES	**BIRDS**
CATHARTIDAE	**NEW WORLD VULTURES**
Cathartes aura	turkey vulture
ACCIPITRIDAE	**HAWKS, KITES, EAGLES**
Buteo jamaicensis	red-tailed hawk
ODONTOPHORIDAE	**NEW WORLD QUAIL**
Callipepla californica	California quail
COLUMBIDAE	**PIGEONS & DOVES**
Zenaida macroura	mourning dove
TROCHILIDAE	**HUMMINGBIRDS**
Calypte anna	Anna's hummingbird
CORVIDAE	**JAYS & CROWS**
Aphelocoma californica	California scrub-jay
Corvus brachyrhynchos	American crow
Corvus corax	common raven
AEGITHALIDAE	**BUSHTITS**
Psaltriparus minimus	Bushtit
TROGLODYTIDAE	**WRENS**
Thryomanes bewickii	bewick's wren
SYLVIIDAE	**OLD WORLD WARBLERS**
Chamaea fasciata	wrentit
POLIOPTILIDAE	**GNATCATCHERS**
Polioptila caerulea	blue-gray gnatcatcher
MIMIDAE	**MOCKINGBIRDS, THRASHERS**
Toxostoma redivivum	California thrasher
EMBERIZIDAE	**EMBERIZIDS**
Melospiza melodia	song sparrow
Melozone crissalis	California towhee
Pipilo maculatus	spotted towhee
CARDINALIDAE	**CARDINALS**
Pheucticus melanocephalus	black-headed grosbeak
FRINGILLIDAE	**FINCHES**
Spinus psaltria	lesser goldfinch

Scientific Name	Common Name
Carpodacus mexicanus	house finch

ATTACHMENT 4 – SITE PHOTOGRAPHS

ATTACHMENT 4 – SITE PHOTOGRAPHS

	**Photo 1** Photo depicting California Buckwheat Scrub.
	**Photo 2** Photo depicting California Buckwheat Scrub and Bare Ground by the existing water tower just outside the Project site.
	**Photo 3** Photo depicting Disturbed California Buckwheat Scrub.

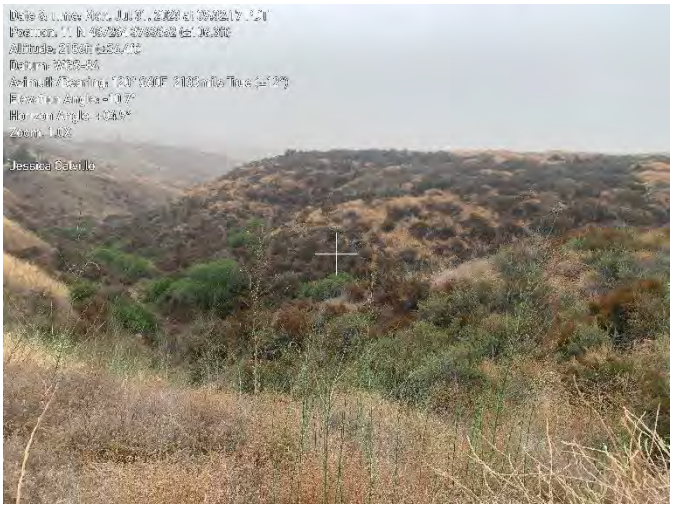
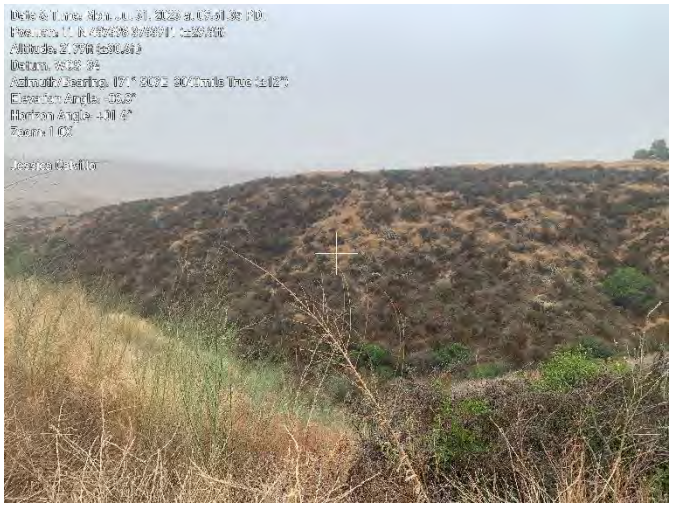
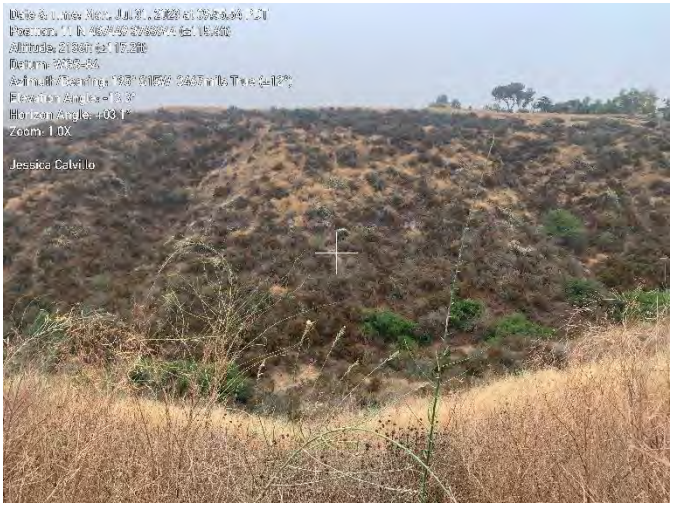
	**Photo 4** Photo depicting Ruderal vegetation with Hoary Leaf Ceanothus Chaparral along the slopes.
	**Photo 5** Photo depicting Ruderal vegetation with Hoary Leaf Ceanothus Chaparral along the slopes.
	**Photo 6** Photo depicting Ruderal vegetation with Hoary Leaf Ceanothus Chaparral along the slopes.

	**Photo 7** Photo depicting California Buckwheat Scrub with Ruderal vegetation along the paved road.
	**Photo 8** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral, Hoary Leaf Ceanothus Chaparral and Ruderal vegetation.
	**Photo 9** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral, Hoary Leaf Ceanothus Chaparral and Ruderal vegetation.

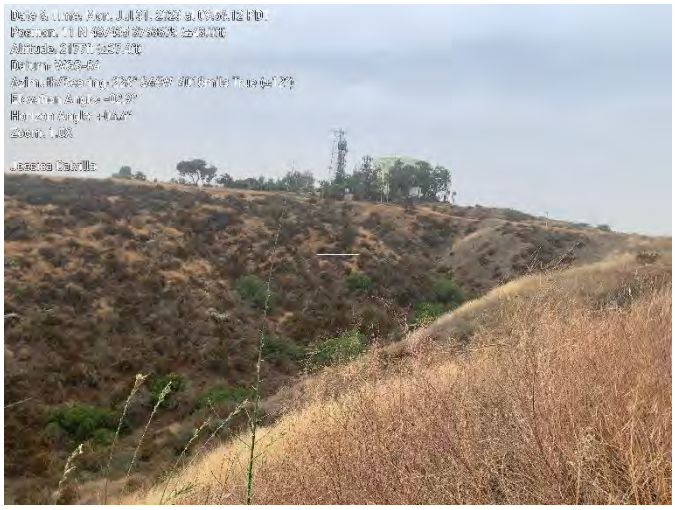
	**Photo 10** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral, Hoary Leaf Ceanothus Chaparral and Ruderal vegetation.
	**Photo 11** Photo depicting Ruderal vegetation and large Bare Ground area at Southern end of the Project site.
	**Photo 12** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral and Ruderal vegetation.

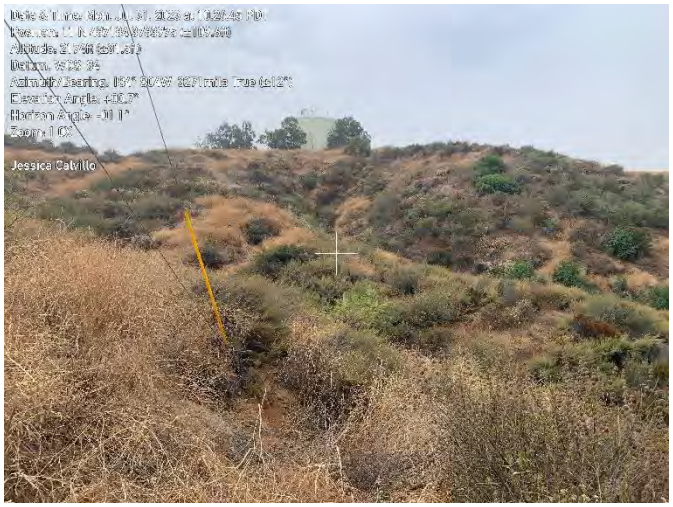
	**Photo 13** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral, Hoary Leaf Ceanothus Chaparral and Ruderal vegetation.
	**Photo 14** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral, Hoary Leaf Ceanothus Chaparral and Ruderal vegetation.
	**Photo 15** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral, Hoary Leaf Ceanothus Chaparral and Ruderal vegetation.

	**Photo 16** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral, Hoary Leaf Ceanothus Chaparral, Ruderal vegetation, with Disturbed California Buckwheat Scrub in the foreground.
	**Photo 17** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral and Ruderal vegetation along Helen Dr..
	**Photo 18** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral and Ruderal vegetation along Helen Dr..

	**Photo 19** Photo depicting Disturbed Hoary Leaf Ceanothus Chaparral and Ruderal vegetation along Helen Dr..

APPENDIX C – CULTURAL RESOURCES SURVEY and STUDY REPORT

Cultural Resources Survey and Study Letter Report for the Sunset Reservoir Expansion Project

City of Redlands

September 22, 2023
9620 Chesapeake Drive, Suite 202
San Diego, CA 92123
(21413)

Veronica Medina
City of Redlands
City Municipal Utilities and Engineering Department
35 Cajon Street
Redlands, CA 92373

Subject: Cultural Resources Survey and Study Letter Report for the Sunset Reservoir Expansion Project, San Bernardino County, California.

Dear Ms. Medina,

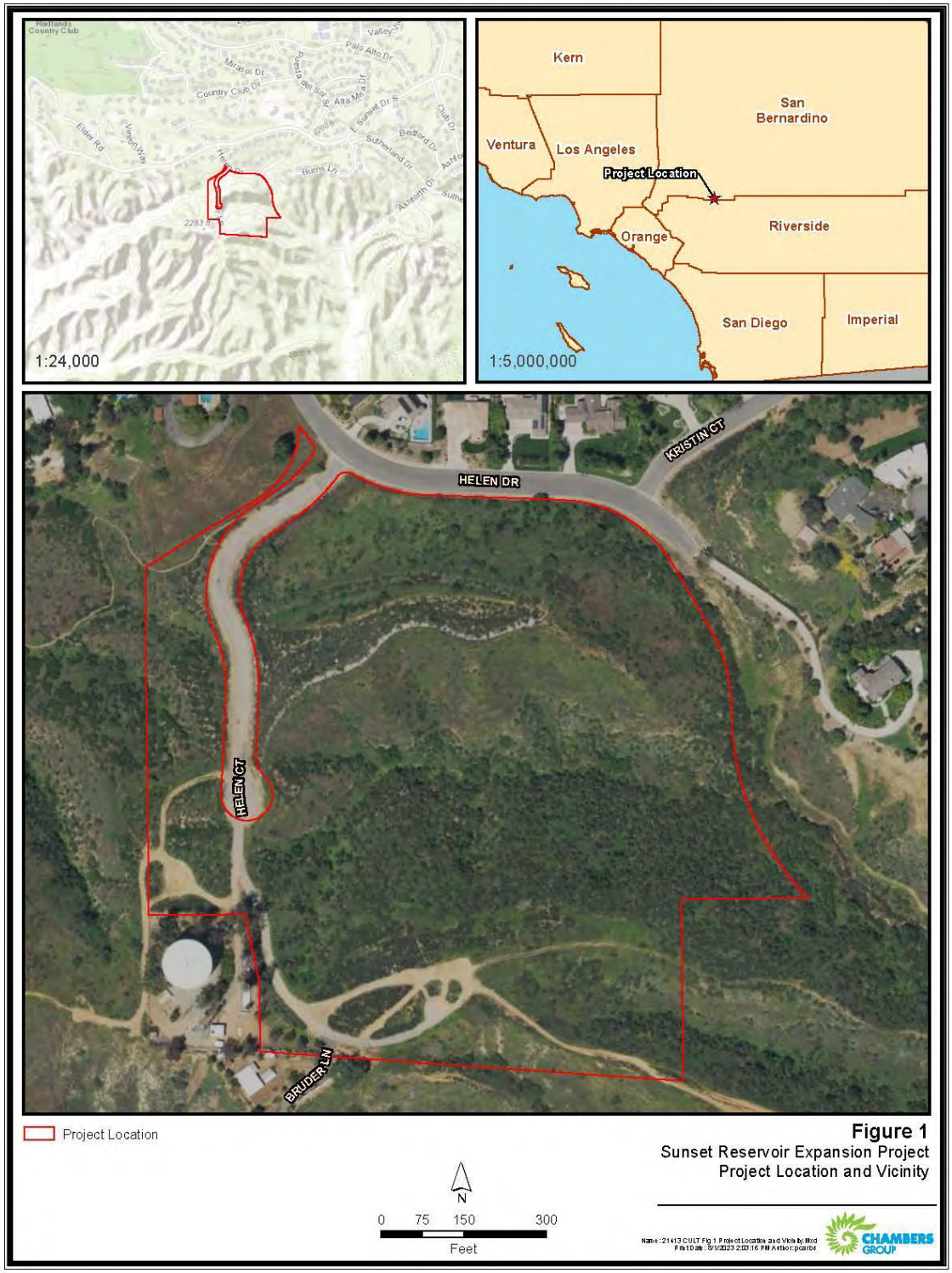
Chambers Group provides this Cultural Resources Letter Report to the City of Redlands (City) in support of the proposed Sunset Reservoir Expansion Project (Project) in San Bernardino County, California. This assessment includes the results of a cultural resources survey of the Project site, and a cultural resources records search and literature review of a surrounding half-mile radius (study area) (Figure 1). The purpose of the study is to gather and analyze information needed to assess the potential for impacts to cultural resources within the Project site.

Project Description and Location

The City, acting as Lead Agency, is proposing to construct two new reservoir tanks adjacent to the existing reservoir tank located on Helen Court, near East Sunset Drive in the City of Redlands. The existing reservoir is located west of Helen Court, to the southwest of the Project site. The proposed two new reservoir tanks will be located to the east of the existing reservoir on parcel 0300-451-25 and 0300-451-14. Further Project description details are available within the associated Environmental Document prepared for the Project.

The Project site is located within City property south of Helen Drive, Redlands, San Bernardino County, California 92373, and consists of an approximately 22-acre tract of generally vacant and undeveloped, densely vegetated land. The Project is located in a residential neighborhood within assessor parcel numbers (APNs): 0300-451-13, 0300-451-14, 0300-451-24, and 0300-451-25. The Project is depicted on the United States Geological Survey (USGS) 7.5-minute *Redlands*, California Quadrangle, Township 2 South, Range 2 West, Section 7 (Figure 1). Parcels to the north and northeast of the Project site are developed as residential; land to the south, east, and west are undeveloped aside from the reservoir tank directly to the southwest of the Project site and minimally maintained various access roads.

Figure 1: Project Location



Regulatory Context

As the California Environmental Quality Act (CEQA) lead agency for the Project, the City must determine whether a project may have a significant effect on historical resources (Public Resources Code [PRC] Section 21084.1). In addition to State of California (State) and county regulations, projects in the City are also subject to several local regulations relating to cultural resources. Chapter 2 of the City of Redlands' General Plan pertains specifically to the identification and protection of cultural, historical, archaeological, and paleontological resources within the City. The regulatory framework as it pertains to cultural resources under CEQA is detailed below.

Under the provisions of CEQA, including the CEQA Statutes (PRC §§ 21083.2 and 21084.1), CEQA Guidelines (Title 14 California Code of Regulations [CCR] § 15064.5), and PRC § 5024.1 (Title 14 CCR § 4850 et seq.), properties expected to be directly or indirectly affected by a proposed project must be evaluated for eligibility for listing in the California Register of Historical Resources (CRHR).

California Register of Historical Resources

The purpose of the CRHR is to maintain listings of the State's historical resources and to indicate which properties are to be protected, to the extent prudent and feasible, from material impairment and substantial adverse change. The term *historical resources* include a resource listed in or determined to be eligible for listing in the CRHR; a resource included in a local register of historical resources; and any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (CCR § 15064.5[a]). The criteria for listing properties in the CRHR were expressly developed in accordance with previously established criteria developed for listing in the National Register of Historic Places (NRHP). The California Office of Historic Preservation (OHP 1995:2) regards "any physical evidence of human activities over 45 years old" as meriting recordation and evaluation.

A cultural resource is considered "historically significant" under CEQA if the resource meets one or more of the criteria for listing in the CRHR. The CRHR was designed to be used by State and local agencies, private groups, and citizens to identify existing cultural resources within the State and to indicate which of those resources should be protected, to the extent prudent and feasible, from substantial adverse change. The following criteria have been established for the CRHR. A resource is considered significant if it:

1. is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
2. is associated with the lives of persons important in our past;
3. embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. has yielded, or may be likely to yield, information important in prehistory or history.

In addition to meeting one or more of the above criteria, historical resources eligible for listing in the CRHR must retain enough of their historic character or appearance to be able to convey the reasons for their significance. Such integrity is evaluated in regard to the retention of location, design, setting, materials, workmanship, feeling, and association.

Under CEQA, if an archeological site is not a historical resource but meets the definition of a "unique archeological resource" as defined in PRC § 21083.2, then it should be treated in accordance with the provisions of that section. A *unique archaeological resource* is defined as follows:

> An archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

- Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information;
- Has a special and particular quality, such as being the oldest of its type or the best available example of its type; and
- Is directly associated with a scientifically recognized important prehistoric or historic event or person.

Resources that neither meet any of these criteria for listing in the CRHR nor qualify as a "unique archaeological resource" under CEQA PRC § 21083.2 are viewed as not significant. Under CEQA, "A non-unique archaeological resource need be given no further consideration, other than the simple recording of its existence by the lead agency if it so elects" (PRC § 21083.2[h]).

Impacts that adversely alter the significance of a resource listed in or eligible for listing in the CRHR are considered a significant effect on the environment. Impacts to historical resources from a proposed project are thus considered significant if the project:

1. physically destroys or damages all or part of a resource;
2. changes the character of the use of the resource or physical feature within the setting of the resource, which contributes to its significance; or
3. introduces visual, atmospheric, or audible elements that diminish the integrity of significant features of the resource.

Assembly Bill 52

Assembly Bill (AB) 52 was enacted in 2015 and expands CEQA by defining a new resource category: tribal cultural resources (TCR). AB 52 establishes that "a project with an effect that may cause a substantial adverse change in the significance of a TCR is a project that may have a significant effect on the environment" (PRC Section 21084.2). AB 52 also establishes a formal consultation process for California tribes regarding those resources. The consultation process must be completed before a CEQA document can be certified. AB 52 requires that lead agencies "begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project." Native American tribes to be included in the process are those that have requested notice of projects proposed in the jurisdiction of the lead agency. It further states that the lead agency shall establish measures to avoid impacts that would alter the significant characteristics of a TCR, when feasible (PRC Section 21084.3). PRC Section 21074 (a)(1)(A) and (B) define TCRs as "sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe" which meet either of the following criteria:

- Listed or eligible for listing in the CRHR, or in a local register of historical resources as defined in PRC Section 5020.1(k)
- A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1 (in applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe)

Local

City of Redlands

In addition to State and County regulations, projects built in the City are also subject to several local regulations relating to cultural and paleontological resources. Chapter 2, *Distinctive City*, of the City of Redlands 2035 General Plan outlines principles and actions to protect and preserve Redlands' cultural, historical, archaeological, and paleontological resources within the City (City of Redlands, 2017). Per Chapter 2, Section 2.2, Cultural Resources, of the City of Redlands General Plan, the following sections outline its principles and actions as follows:

Cultural Resources

Principle 2-P.8 Identify, maintain, protect, and enhance Redlands' cultural, historic, social, economic, architectural, agricultural, archaeological, and scenic heritage. In so doing, Redlands will preserve its unique character and beauty, foster community pride, conserve the character and architecture of its neighborhoods and commercial and rural areas, enable citizens and visitors to enjoy and learn about local history, and provide a framework for making appropriate physical changes.

Principle 2-P.9 Provide incentives to protect, preserve, and maintain the city's heritage.

Principle 2-P.10 Foster an understanding and appreciation of history and architecture.

Principle 2-P.11 Encourage retention of the character of existing historic structures and urban design elements that define the built environment of the city's older neighborhoods.

Principle 2-P.12 Encourage retention of historic structures in their original use or reconversion to their original use where feasible. Encourage sensitive, adaptive reuse where the original use is no longer feasible.

Principle 2-P.13 Encourage preservation of and public access to defined and established significant scenic vistas, viewpoints, and view corridors.

Principle 2-P.14 Coordinate preservation of historic resources with policies designed to preserve neighborhoods and support the affordability of housing in historical structures.

Principle 2-P.15 Balance the preservation of historic resources with the desire of property owners of historic structures to adopt energy efficient strategies.

Principle 2-P.17 Protect archaeological and paleontological resources for their aesthetic, scientific, educational, and cultural values.

Action 2-A.71 Using an annually updated Archaeological Resource Sensitivity Map, review proposed development projects to determine whether a site contains known prehistoric or historic cultural resources and/or to determine the potential for discovery of additional cultural resources.

Action 2-A.72 Require that applicants for projects identified by the South Coastal Information Center as potentially affecting sensitive resource sites hire a consulting archaeologist to develop an archaeological resource mitigation plan and to monitor the project to ensure that mitigation measures are implemented.

Action 2-A.73 Require that areas found during construction to contain significant historic or prehistoric archaeological artifacts be examined by a qualified consulting archaeologist (RPA certified) or historian for appropriate protection and preservation.

Action 2-A.74 Proactively coordinate with the area's native tribes in the review and protection of any tribal cultural resources discovered at development sites.

Paleontological Resources

Principle 2-P.16 Work with local paleontologists to identify significant non-renewable paleontological resources.

Principle 2-P.17 Protect archaeological and paleontological resources for their aesthetic, scientific, educational, and cultural values.

Action 2-A.75 Require, as a standard condition of approval, that project applicants provide an assessment as to whether grading for the Proposed Project would impact underlying soil units or geologic formations that have a moderate to high potential to yield fossiliferous materials, prior to issuance of a grading permit. If the potential for fossil discovery is moderate to high, require applicants to provide a paleontological monitor during rough grading of the project.

Action 2-A.76 Establish a procedure for the management of paleontological materials found onsite during a development, including the following provisions:

- If materials are found on-site during grading, require that work be halted until a qualified professional evaluates the find to determine if it represents a significant paleontological resource.
- If the resource is determined to be significant, the paleontologist shall supervise removal of the material and determine the most appropriate archival storage of the material.
- Appropriate materials shall be prepared, catalogued, and archived at the applicant's expense and shall be retained within San Bernardino County if feasible.

Environmental Setting

The City of Redlands is situated at the base of the San Bernardino Mountains, located in southwest San Bernardino County in Southern California. The city is situated between the northern margin of the Peninsular Range Geomorphic Province and the Transverse Ranges Geomorphic Province and lies within the broad alluvial flood plain derived from Santa Ana River deposits and eroding mountain hillsides (Morton and Miller 2006). The topography of the Project site is characterized as predominately hilly, with slopes up to 42 degrees, and has an elevation averaging approximately 2,200 feet above mean sea level (AMSL).

The Project site is underlain by older surficial sediments (Qoa) that are weakly indurated alluvial fan deposits derived from local terrains of plutonic rocks. These alluvial fan deposits consist of sand and minor gravel of the Pleistocene age (Dibblee and Minch 2003). The Davis SoilWeb database (2023) describes the soil classification as the San Bernardino County Southwestern Part (CA677) and as Saugus sandy loam (ShF) with 30 to 50 percent slopes.

The Project site is currently vacant, undeveloped land, and is densely vegetated by plant species from the chaparral community. Common native plants typically include oak and scrub oak, sycamore, chamise, cacti, agave, yucca, species of sage, chía, and various grasses (Munz and Keck 1968). The nearest water source is Yucaipa Creek, in Live Oak Canyon, approximately 0.75 miles south of the Project site.

Cultural Setting

Prehistoric Overview

During the twentieth century, many archaeologists developed chronological sequences to explain prehistoric cultural changes within all or portions of Southern California (Moratto 1984; Jones and Klar 2007). A prehistoric chronology was devised for the Southern California coastal region based on early studies and focused on data synthesis that included four horizons: Early Man, Milling Stone, Intermediate, and Late Prehistoric (Wallace 1955, 1978). Although initially lacking the chronological precision of absolute dates (Moratto 1984:159), Wallace's 1955 synthesis has been modified and improved using thousands of radiocarbon dates obtained by Southern California researchers over recent decades (Byrd and Raab 2007:217; Koerper and Drover 1983; Koerper et al. 2002). The prehistoric chronological sequence for Southern California presented below is a composite based on Wallace (1955) and Warren (1968) as well as later studies, including Koerper and Drover (1983).

It is generally believed that human occupation of Southern California began at least 10,000 years before present (BP). The archaeological record indicates that between approximately 10,000- and 6,000-years BP, a predominantly hunting and gathering economy existed, characterized by archaeological sites containing numerous projectile points and butchered large animal bones. The most heavily exploited species were likely those species still alive today. Bones of extinct species have been found but cannot definitively be associated with human artifacts in California, unlike other regions of the continent. Although small animal bones and plant grinding tools are rarely found within archaeological sites of this period, small game and vegetal foods were likely exploited. A lack of deep cultural deposits from this period has been interpreted by some researchers as indicative that the region was occupied by small groups that practiced high residential mobility during this period (Wallace 1978).

The three major periods of prehistory for the greater Los Angeles Basin region have been refined by recent research using radiocarbon dates from archaeological sites in coastal Southern California (Koerper and Drover 1983; Mason and Peterson 1994):

- Millingstone Period (6,000 –1,000 BP, or about 8,000–3,000 years ago)
- Intermediate Period (1,000 BC – AD 650, or 3,000–1,350 years ago)
- Late Prehistoric Period (AD 650 – about AD 1800, or 1,350–200 years ago)

Around 6,000 years BP, a shift in focus from hunting toward a greater reliance on vegetal resources occurred. Archaeological evidence of this trend consists of a much greater number of milling tools (e.g., metates and manos) for processing seeds and other vegetable matter (Wallace 1978). This period, termed by archaeologists as the Millingstone

Period, was a long cultural phase characterized by small, mobile groups that likely relied on a seasonal round of settlements that included both inland and coastal residential bases. Seeds from sage and grasses, rather than acorns, provided calories and carbohydrates. Faunal remains from sites dating to this period indicate that similar animals to those in the prior period were hunted. Inland Millingstone sites are characterized by numerous manos, metates, and hammerstones. Shell middens are common at coastal Millingstone sites. Coarse-grained lithic materials, such as quartzite and rhyolite, are more common than fine-grained materials in flaked stone tools from this time. Projectile points are found in archaeological sites from this period, but they are far fewer in number than from sites dating to before 6,000 years BP. An increase in the size of groups and the stability of settlements is indicated by deep, extensive middens at some sites from this period (Wallace 1978).

In sites post-dating roughly 3,000 years BP, archaeological evidence indicates the reliance on both plant gathering and hunting continued but was more specialized and locally adapted to particular environments. Mortars and pestles were added to metates and manos for grinding seeds and other vegetable material. Chipped-stone tools became more refined and specialized, and bone tools appear to be more common. During this period, peoples from the Great Basin began entering Southern California. These immigrants, who spoke a language of the Uto-Aztecan linguistic stock, seem to have displaced or absorbed the earlier population of Hokan-speaking peoples. The exact time of their entry into the region is not known; however, they were present in Southern California during the final phase of prehistory. During this period, population densities were higher than before; and settlement became concentrated in villages and communities along the coast and interior valleys (Erlandson 1994; McCawley 1996). During the Intermediate Period, mortars and pestles appeared, indicating the beginning of acorn exploitation. Use of the acorn – a high-calorie, storable food source – probably facilitated greater sedentism and increased social organization. Large projectile points from archaeological sites of this period indicate that the bow and arrow, a hallmark of the Late Prehistoric Period, had not yet been introduced, and hunting was likely accomplished using the atlatl (spear thrower) instead. Settlement patterns during this time are not well understood. The semi-sedentary settlement pattern characteristic of the Late Prehistoric Period may have begun during the Intermediate Period, although territoriality may not yet have developed because of lower population densities. Regional subcultures also started to develop, each with its own geographical territory and language or dialect (Kroeber 1925; McCawley 1996; Moratto 1984). These were most likely the basis for the groups encountered by the first Europeans during the eighteenth century (Wallace 1978). Despite the regional differences, many material culture traits were shared among groups, indicating a great deal of interaction (Erlandson 1994). The Late Prehistoric Period is better understood than earlier periods largely through ethnographic analogy made possible by ethnographic and anthropological research of the descendants of these groups in the late nineteenth and early twentieth centuries.

Ethnographic Overview

The Project site lies within an area known to be transitionally occupied by the Gabrielino, whose villages stretched from the Pacific coast to the San Bernardino Mountains to the east. The Cahuilla's traditional use area ranged over the entire San Bernardino basin, the San Jacinto Mountains, the Coachella Valley, and portions of the southern Mojave. The Serrano territory included the entire San Bernardino range of mountains, west into the San Gabriel Mountains, south across the San Bernardino Valley, and eastward to near Twentynine Palms.

Historic Overview

Post-European contact history for the state of California is generally divided into three periods: the Spanish Period (1769–1822), the Mexican Period (1822–1848), and the American Period (1848 – present). Briefly, and in very general terms, the Spanish Period encompassed the earliest historic-period explorations of the West, colonization, missionization and proselytization across the western frontier, the establishment of major centers such as Los Angeles and Monterey and a line of missions and presidios with attendant satellite communities, minor prospecting, and a foundational economic structure based on the rancho system. The Mexican Period initiated with a continuation of the same structures; however, commensurate with the political changes that led to the establishment of the Mexican state, the missions and presidios were secularized, the lands parceled, and Indian laborers released. Increased global trade introduced both foreign and American actors into the Mexican economic and political sphere, both coincidentally, and purposefully, smoothing the transition to the American Period. The American Period was ushered in with a momentous influx of people seeking fortune in the Sierra foothills where gold was "discovered" in 1848. By the early 1850s people

from all over the globe had made their way to California. Expansive industries were required to supply the early mining operations, such as forestry products and food networks. Grains, poultry, cattle, and water systems, which were initiated in the early Mexican Period, were intensified into a broad system of ranches and supply networks. Additionally, this period witnessed the development and expansion of port cities to supply hard goods and clothes, animals, and people transported along improved trail and road networks throughout the interior regions of the state. California cycled through boom and bust for several decades until World War I, when the Department of the Navy began porting war ships along the west coast. Subsequently, California has grown and contracted, predominantly around military policy along the west coast and the Pacific Ocean. Following the industrial expansion related to World War II and the Cold War, technology and systems associated have come to fore as economic drivers.

City of Redlands

The City of Redlands, also known in 1900 as "The City of Millionaires" and later as "The City of Beautiful Homes," was founded in 1881 and became incorporated in 1888. Redlands is characterized as the quintessential "big town" with a "small town" feel. For much of its history Redlands was the "Washington Navel Orange Growing Capital of the World" with the citrus industry as the main focus of its economy. Some of the City's most renowned buildings and landmarks are the A.K. Smiley Public Library, a Moorish-style library built in 1898, the University of Redlands, founded in 1907, and the Redlands Bowl, built in 1930 and home of the oldest continuously free outdoor concert series in California (City of Redlands 2023). The City of Redlands boasts a rich historical background and is the home of a variety of historic resources valued by the community. Redlands' early period of growth remains strongly visible in the community today, in the form of mature street trees, citrus groves, and exquisitely detailed historic buildings (City of Redlands 2017).

Study Methods

Chambers Group requested a records search from the California Historical Resources Information System (CHRIS) South-Central Coastal Information Center (SCCIC) at California State University, Fullerton, on March 3, 2023. A records search of the Project site and surrounding study area was requested to provide context and additional information regarding types and extent of resources recorded within the Study area. These data provide the greater basis for this review. The SCCIC returned the records search results on April 11, 2023, providing information on all documented cultural resources and previous archaeological investigations within the study area. Resources consulted during the records search conducted by the SCCIC included the NRHP, California Historical Landmarks (CHL), California Points of Historical Interest (CPHI), California Department of Transportation (Caltrans) Historic Highway Bridge Inventory, the California State Historic Resources Inventory, local registries of historic properties, and a review of available Sanborn Fire Insurance maps as well as historical photographs, maps, and aerial imagery. The task also included a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps. In addition, Chambers Group submitted a request to the Native American Heritage Commission (NAHC) for a review of the Sacred Land Files (SLF) for the Project site and surrounding vicinity. Results of the NACH SLF records search and additional outreach are detailed below and included in Attachment A. The results of the SCCIC records search are also detailed below and included in confidential Attachment B.

Chambers Group also requested a paleontological records search from the Western Science Center (WCS) on April 27, 2023. This information was requested with the intent to provide further context related to the paleontological sensitivity of the area based on known fossil locations identified within the Project site and study area. The paleontological records provide insight into what associated geological formations are most likely to contain fossils as well as the associated depths and placement of the known fossil locals relative to the geological formations in the area. On May 3, 2023, Chambers Group received the results of the paleontological records search. These results are detailed below.

Additionally, a survey of the Project site was conducted on July 31, 2023. The pedestrian survey consisted of a systematic surface inspection of the areas of the Project site that were safely accessible and visible. The Project site was transected at 10-meter intervals to ensure that any evidence of surface-exposed cultural materials and/or evidence of paleontological resources could be identified.

Chambers Group Cultural Resources Department Lead Lucas Tutschulte managed the Project tasks related to cultural resources. Chambers Group cultural resources specialist Eduvijes Davis-Mullens completed the pedestrian survey. Cultural resources specialist Kellie Kandybowicz conducted background research and authored the report. Richard Shultz, MA, RPA, served as Principal Investigator for cultural resources and performed quality control for the report.

Results

Previous Cultural Resources Reports

Based on the records on-file with the SCCIC, nine cultural resource studies have previously been completed within the study area. Table 1 provides further details of these nine studies. Of these nine reports, two bisect the Project site. These projects are bolded in the Table. A map (Figure 2) of the record search results is included in confidential Attachment B.

Table 1: Previous Cultural Resources Studies within a Half-Mile Radius of the Project SIte

Report Number	Year	Author	Title	Within Project Site?
SB-00440	1976	Hearn, Joseph E.	Archaeological - Historical Resources Assessment of Tentative Tract 9178, Redlands Area	No
SB-00685	**1978**	**Hearn, Joseph E.**	**Archaeological - Historical - Paleontological Resources Assessment of Tract 9932**	**Yes**
SB-03004	1993	Anthony, Chet	Sunset Canyons	No
SB-04056	2002	Bonner, Wayne and Don Lewis	Cultural Resource Assessment: CM 365-11; Redlands Water Tank, 9 Helen Dr, Redlands, CA 13pp	No
SB-04601	**2004**	**White, Robert S. and Laura S. White**	**A Cultural Resources Assessment of the 284.28 Acre Sector 8 Specific Plan Located in the Southeast Portion of the City of Redlands, San Bernardino County, California.**	**Yes**
SB-04825	2005	Aislin-Kay, Marnie	Cultural Resource Records Search and Site Visit Results for Cingular Telecommunications Facility Candidate CM-365-02 (ES-022-02) City of Redlands Water Tank, 31280 "B" Helen Court, Redlands, San Bernardino County, California	No
SB-06741	2010	Sander, Jay K.	Cultural Resources Records Search and Site Visit for T-Mobile USA Inc., 1E04365A / CM365 Redlands Water District, 31280 Helen Court, Redlands, San Bernardino County, California 92373	No
SB-06841	2011	Bonner, Wayne H and Kathleen A. Crawford	Direct APE Historic Architectural Assessment for T-Mobile USA Candidate IE255O7-A (Redlands Country Club), 1749 Garden Street, Redlands, and Frederich and Mary Jane Auerbachet Residence, 121 Sierra Vista, Redlands, San Bernardino County, California	No
SB-07569	2003	McDougall, Dennis P., and Jill A. Onken	Inland Feeder Pipeline Project: Final Synthetic Report of Archaeological Findings, San Bernardino County, California	Yes

Previously Recorded Cultural Resources

Based upon the records search conducted by the SCCIC, two previously recorded cultural resources are recorded within the study area (Table 2). None are located within the Project site. A map (Figure 2) displaying the record search results is included in confidential Attachment B.

Table 2: Previously Recorded Cultural Resources within a Half-Mile Radius of the Project Site

Primary No.	Trinomial	Resource Name	Site Description	Within Project Site?
P-36-007835	CA-SBR-007835H	Alphonso Edwards Redland Hermit	AH02. Foundation/structure pad; AH03. Landscaping/orchard; AH04. Privy/dump/trash scatter; AH05. Well/cistern; AH16. Other	No
P-36-022622		Redlands Country Club Golf Course; 1749 Garden St, Redlands	HP39. Country Club and Golf Course	No

Additional Background Research Results

In addition to the records search review, Chambers Group archaeologists completed background research to determine if any additional historic properties, landmarks, bridges, or other potentially significant or listed properties are located within the Project site or within the study area. This background research included, but was not limited to, the NRHP, California State Historic Property Data Files, California State Historical Landmarks, California Points of Historical Interest, Office of Historic Preservation Archaeological Determinations of Eligibility, historic aerial imagery accessed via NETR Online, Historic U.S. Geological Survey topographic maps, Built Environment Resource Directory (BERD), and Caltrans, and State and local bridge surveys. Additionally, Chambers Group archaeologists reviewed the San Bernardino County Historical Landmarks inventory designated by the County of San Bernardino Cultural Heritage Board as well as the San Bernardino Historical Society and local historical newspaper clippings via Newspapers.com, ProQuest Historical Newspapers.com, and the California Digital Newspaper Collection.

As a result of the records search review and archival research, no previously recorded resources or other listed or potentially significant properties are recorded within the Project site. Based on the review of available historic maps and imagery, the Project site was bisected by a dirt road by at least 1901, as illustrated on the 1901 *Redlands* USGS topographic map. By the mid-1930s, an access route to a water tank to the southwest of the Project site had already been established, as shown in the 1938 aerial photograph and housing development and construction began in the immediate vicinity during the 1960s (NETROnline 2023). The Project site was also partially cleared by 1980 for use during the development of the surrounding housing tracts to the north (NETROnline 2023).

NAHC SLF Search Results

Chambers Group submitted a request for a search of the Sacred Lands Files housed at the California NAHC on March 10, 2023. The results of the search were returned on March 29, 2023, and were negative, stating that the absence of specific site information in the SLF does not indicate the absence of cultural resources in the Project site that still may be impacted by Project development.

Additional consultation with the tribes, as indicated in the NAHC SLF letter (Attachment A), would be required to determine the nature of any existing resources located during ground-disturbing activities. PRC Section 21074 defines a resource as a TCR if it meets either of the following criteria:

1. Listed or eligible for listing in the CRHR, or in a local register of historical resources as defined in PRC Section 5020.1(k)
2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1 (in applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe)

The NAHC response provided contact information for 25 Native American tribal contacts that may have information on cultural resources on the Project site (Attachment A). The associated Native American contact list provided contacts from the Agua Caliente Band of Cahuilla Indians, Augustine Band of Cahuilla Mission Indians, Cabazon Band of Mission Indians, Cahuilla Band of Indians, Gabrieleno Band of Mission Indians – Kizh Nation, Los Coyotes Band of Cahuilla and Cupeño Indians, Morongo Band of Mission Indians, Pala Band of Mission Indians, Pechanga Band of Luiseño Indians, Quechan Tribe of the Fort Yuma Reservation, Ramona Band of Cahuilla, Rincon Band of Luiseño Indians, Santa Rosa Band of Cahuilla Indians, Serrano Nation of Mission Indians, Soboba Band of Luiseno Indians, Torres–Martinez Desert Cahuilla Indians, and Yuhaaviatam of San Manuel Nation (formerly the San Manuel Band of Mission Indians).

AB 52 Notification and Tribal Consultation

At this time, Chambers Group assumes the City, as Lead Agency, is conducting AB 52 tribal consultation as necessary for the Project. As such, no details of consultation are included in this document.

Paleontological Resources

On May 3, 2023, Chambers Group received the results of the paleontological records search from the WSC. The results show that no fossil localities are documented directly within the Project site, but there are recorded fossil localities from the same sedimentary deposit that underlays the Project site.

Potential fossil-bearing units are present within the Project site, as stated in the WSC record search results. Based on the records search results, which covered only the records of the WSC, the paleontological sensitivity of the Project site could be considered moderate due to the previously recorded and known fossil localities in the same sedimentary deposits as mapped in the Project site and within the study area (Stoneburg 2023).

The geologic mapping of the region by Dibblee and Minch (2003) indicates the entire Project site is underlain by quaternary alluvial fan deposits of sand and gravel from the Pleistocene epoch. These Pleistocene period deposits are composed of older surficial sediments (Qoa) that are weakly indurated dissected alluvial fan deposits derived from local terrains of plutonic rocks. Pleistocene alluvial units are considered highly sensitive for paleontological resources. The Davis SoilWeb database (2023) describes soils associated with the Project site as Saugus sandy loam (ShF) with 30 to 50 percent slopes, which are part of the San Bernardino County Southwestern Part (CA677) classification. Based on the records search results and review of publicly available geologic mapping, the Project site's underlying sedimentary deposits have potential to yield previously undocumented fossil localities during construction.

Field Survey Results

Chambers Group cultural resources specialist Eduvijes Davis-Mullens conducted the pedestrian survey on July 31, 2023. All areas within the Project site that were safely accessible were surveyed, including proposed construction equipment access and staging areas for the proposed locations for the two new tanks. The western and mid-section areas of the Project site show evidence of disturbance related to previous construction for the existing water tank reservoir access roads, dating to as early as 1938. Additionally, surrounding housing development activity began in the 1960s adding to disturbances along East Sunset Drive South (NETROnline 2023).

The Project site terrain is composed primarily of undeveloped land, with steep slopes averaging a 40-degree angle with dense vegetation. Thus, much of the site was not surveyed intensively due to the safety concerns and the understanding

that there is less potential to encounter intact cultural resources on the surface of steep slopes. The dense vegetation observed on site is mainly composed of chaparral vegetation community species and tall grasses, and further limited access and ground surface visibility. Due to the dense vegetation, much of the Project site was observed with an average of 5 to 10 percent ground surface visibility (Photographs 1, 4, 5). Due to these safety and visibility constraints, approximately 8 acres (roughly 36 percent) of the approximately 22-acre Project site was surveyed intensively with 10-meter transects. Additionally, the maintained access roads and cleared areas within the Project site were observed with 97 to 100 percent visibility (Photographs 2 & 3). These access roads and cleared areas were subject to intensive survey for possible associated historic age items and features as they largely match previous historic age road alignments, leading to the extant reservoir tank adjacent to the southwest corner of the Project site, which can be observed as early as 1938 in historic aerial imagery (NETROnline 2023). Only a sparse collection of modern trash and furniture was observed at the south end of the Project site near Bruner Lane (Photograph 6).

No evidence of cultural or paleontological resources was observed during the field survey.



Photograph 1: Overview of current conditions at Sunset Reservoir Expansion Proposed Project location showing dense vegetation and steep slopes. View to the northeast.



Photograph 2: Access Road leading to reservoir tank to the southwest of the Project site. View to the southwest.



Photograph 3: Overview of current conditions at Sunset Reservoir Expansion Proposed Project location showing vegetation overgrowth on road. View to the east.



Photograph 4: Overview of current conditions at Sunset Reservoir Expansion Proposed Project location showing dense vegetation. View to the north.



Photograph 5: Overview of current conditions at Sunset Reservoir Expansion Proposed Project location showing dense vegetation and steep slopes. View to the southwest.



Photograph 6: Overview of current conditions at Sunset Reservoir Expansion Proposed Project location showing modern debris and disturbance. View to the east.

Discussion

As detailed above, Chambers Group conducted a Project site-specific study that included cultural resources records searches, literature review, and a pedestrian survey for the proposed Project in accordance CEQA, as well as the City's goals and policies regarding the protection of archaeological, tribal, historical, and paleontological resources (City of Redlands 2017). City of Redlands' Chapter 2, Section 2.2 - Cultural Resources policies and actions, which protect the archaeological, paleontological, and historical resources within the City, will be applicable if resources are encountered during the Project.

An archival records search through the CHRIS database at the SCCIC, background research of the Project site, and a field survey were conducted as part of this study. A paleontological records search was also conducted by the WSC. In addition, Chambers Group requested a SLF search from the NAHC to determine the presence or absence of data regarding any known tribal cultural resources reported within the Project site or its study area.

The SCCIC records search identified two previous cultural resources studies that included the Project site; no cultural resources have been recorded within the Project site. The paleontological record search resulted in no documented fossil localities within the Project site. However, the results also indicated fossils localities have been recorded within the study area in the same sedimentary deposits as those mapped underlying the Project site. The NAHC SLF search was negative for documented resources important to the local Tribal groups in the Project site and/or surrounding area.

Additionally, based on the review of available historic maps and imagery, Chambers Group archaeologists observed that the Project site was bisected by a dirt road by the early 1900s, as shown in the 1901 *Redlands* topographic map, and by 1938, as shown in the aerial imagery, slightly rerouted westward for access to a water tank reservoir southwest of the current Proposed Project site. The Project site was also partially cleared by 1980 for use during the development of the surrounding housing tracts to the north (NETROnline 2023).

During the field survey, no evidence of cultural or paleontological resources was observed. While there are no previously recorded cultural or paleontological resources in the Project site, there remains potential to uncover archaeological deposits during construction due to the nature of soil deposition and dense vegetation overgrowth

within areas of the Project site which appear to be previously undisturbed. Due to the mapped geologic formations underlying the Project site known to bear paleontological resources and the known fossil localities provided in the surrounding study area, there remains potential that new fossils could be exposed during the Project.

In summary, Chambers Group found no physical or archival evidence of cultural or paleontological resources within the Project site. While no surficial evidence of prehistoric or historic archaeological resources was observed, the ground surface visibility was limited due to dense vegetation and steep slopes in much of the Project site. While no evidence of paleontological resources was observed during the survey, background research and WSC records indicate moderate sensitivity for fossil localities within the Project site and its study area. Additionally, WSC noted the existence of similar fossil-bearing geologic units mapped underlying the Project site. Finally, although the Project site has evidence of past disturbance and while the potential for encountering intact resources within the upper sediments is low, the possibility of buried resources being identified below surface disturbances is not diminished. Research indicates geologic units known to be fossil-bearing underlay the Project site and could be encountered during Project-related ground-disturbing construction activities. Additionally, due to the surface nature of the previous disturbance and limited surface visibility during survey, there is potential that intact native soil formations, which have been known to bear cultural resources, underly the Project site. Thus, there remains potential that buried cultural and paleontological resources could be encountered during the Project.

Recommendations

Per CEQA Guidelines, the Project should be designed to avoid impacts to cultural resources within the Project site whenever feasible. While Chambers Group did not identify any cultural resources through background research or though survey of the Project site, Chambers Group recommends the following mitigation measures be implemented as part of Project approval to ensure that potential impacts to cultural and paleontological resources are less than significant.

MM CUL-1 The City shall retain the services of a Qualified Archaeologist, meeting the Secretary of the Interior Standards, or County requirements, whichever is the greater. The Qualified Archaeologist shall remain on-call throughout the Project. Upon approval or request by the City, a cultural resources mitigation plan (CRMP) outlining procedures for cultural resources monitoring, mitigation, treatment, and data recovery of any unanticipated discovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the CRMP shall include consultations with the City as well as a requirement that the curation of any significant cultural resources recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised.

MM CUL-2 In the event of the discovery of previously unidentified and/or potential cultural resources, the City, and/or its Contractor, shall immediately cease all work activities within an area of not less than 50 feet of the discovery. The City or its Contractor shall immediately contact the City and the City-retained on-call Qualified Archaeologist. Except in the case of cultural items that fall within the scope of the California Health and Safety Code 7050.5, CEQA Section 15064.5, or California PRC Section 5097.98, the discovery of any cultural resource within the Project site shall not be grounds for a project-wide "stop work" notice or otherwise interfere with the Project's continuation except as set forth in this mitigation measure. Additionally, any consulting Native American Tribal groups that requested notification of any unanticipated discovery of cultural resources on the Project shall be notified and included in subsequent consultation appropriately. In the event of an unanticipated discovery of cultural resources during construction, the City-retained Qualified Archaeologist shall be contacted to evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If a CRMP is prepared for the Project, the protocols for mitigation or treatment of cultural resources will be implemented. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program.

MM-CUL-3 If cultural resources are encountered during the Project, the Qualified Archaeologist shall prepare a report summarizing any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the SCCIC, as required.

MM PAL-1 Prior to issuance of a grading permit, the City shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground-disturbing construction activity. The paleontologist selected must be approved by the City. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the District's Engineering Geologist as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the District accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.

MM-PAL-2 At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.

HUMAN REMAINS – LEGAL REQUIREMENTS In the event that human remains are discovered during ground-disturbing activities, then the proposed Project would be subject to California Health and Safety Code 7050.5, CEQA Section 15064.5, and California PRC Section 5097.98. If human remains are found during ground-disturbing activities, State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. In the event of an unanticipated discovery of human remains, the County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the County Coroner shall notify the NAHC, which shall notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials (National Park Service 1983).

Chambers Group is available to assist with any further support or document preparation related to Cultural Resources, including tribal consultation. Please contact the cultural resources staff at the contact information below if you have any questions or comments regarding this report.

Sincerely,

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Attachments

Attachment A: NAHC SLF Records Search Results Letter
Attachment B (Confidential): Record Search Results

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ATTACHMENT A – NAHC SLF RECORDS SEARCH RESULTS LETTER

Attachment A: NAHC SLF Records Search Results Letter

STATE OF CALIFORNIA — Gavin Newsom, *Governor*

NATIVE AMERICAN HERITAGE COMMISSION

March 29, 2023

Kellie Kandybowicz
The Chambers Group, Inc.

Via Email to: kkandybowicz@chambersgroupinc.com

Re: Redlands Sunset Reservoir Project (21413) Project, San Bernardino County

Dear Ms. Kandybowicz:

A record search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was completed for the information you have submitted for the above referenced project. The results were negative. However, the absence of specific site information in the SLF does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Attached is a list of Native American tribes who may also have knowledge of cultural resources in the project area. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated; if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call or email to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance, we can assure that our lists contain current information.

If you have any questions or need additional information, please contact me at my email address: Cameron.vela@nahc.ca.gov.

Sincerely,

Cameron Vela

Cameron Vela
Cultural Resources Analyst

Attachment

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Chumash

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Page 1 of 1

Native American Heritage Commission
Native American Contact List
San Bernardino County
3/29/2023

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Los Coyotes Band of Cahuilla and Cupeño Indians
Ray Chapparosa, Chairperson
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Warner Springs, CA, 92086-0189
Phone: (760) 782 - 0711
Fax: (760) 782-0712

Morongo Band of Mission Indians
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Phone: (951) 755 - 5110
Fax: (951) 755-5177
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Morongo Band of Mission Indians
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Pala Band of Mission Indians
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This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed Redlands Sunset Reservoir Project (21413) Project, San Bernardino County.

Native American Heritage Commission
Native American Contact List
San Bernardino County
3/29/2023

Pechanga Band of Indians
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Pechanga Band of Indians
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Quechan Tribe of the Fort Yuma Reservation
Manfred Scott, Acting Chairman
Kw'ts'an Cultural Committee
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Phone: (928) 750 - 2516
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Quechan Tribe of the Fort Yuma Reservation
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Ramona Band of Cahuilla
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San Manuel Band of Mission Indians
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Serrano Nation of Mission Indians
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serranonation1@gmail.com

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed Redlands Sunset Reservoir Project (21413) Project, San Bernardino County.

Native American Heritage Commission
Native American Contact List
San Bernardino County
3/29/2023

Serrano Nation of Mission Indians
Wayne Walker, Co-Chairperson
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Phone: (253) 370 - 0167
serranonation1@gmail.com

Soboba Band of Luiseno Indians
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San Jacinto, CA, 92581 — Luiseno
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Fax: (951) 654-4198
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Soboba Band of Luiseno Indians
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San Jacinto, CA, 92581 — Luiseno
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Fax: (951) 654-4198
ivivanco@soboba-nsn.gov

Torres-Martinez Desert Cahuilla Indians
Cultural Committee,
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Fax: (760) 397-8146
Cultural-Committee@torresmartinez-nsn.gov

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resource Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources assessment for the proposed Redlands Sunset Reservoir Project (21413) Project, San Bernardino County.

ATTACHMENT B – CONFIDENTIAL RECORD SEARCH RESULTS

APPENDIX D – PHASE I ENVIRONMENTAL SITE ASSESSMENT

Phase I Environmental Site Assessment

Macknet Property

South of Helen Drive

Redlands, San Bernardino County, California

March 8, 2022

Terracon Project No. CB227029



Prepared for:
City of Redlands
Redlands, California

Prepared by:
Terracon Consultants, Inc.
Colton, California

March 8, 2022

City of Redlands
35 Cajon Street, Suite 15A
Redlands, California 92373

Attn: Ms. Veronica Medina, E.I.T., Assistant Engineer
P: (909) 798-7584 ext. 6
E: vmedina@cityofredlands.org

Re: Phase I Environmental Site Assessment
Macknet Property
South of Helen Drive
Redlands, San Bernardino County, California 92373
Terracon Project No. CB227029

Dear Ms. Medina:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Phase I Environmental Site Assessment (ESA) report for the above-referenced site. This assessment was performed in accordance with Terracon Proposal No. PCB227029, dated February 7, 2022, and Purchase Order, dated February 14, 2022.

We appreciate the opportunity to be of service to you on this project. In addition to Phase I services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and nationally. For more detailed information on all of Terracon's services please visit our website at www.terracon.com. If there are any questions regarding this report or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.

Laura S. Hedman
Staff Geologist

Carl A. Parten
Senior Principal / Office Manager III

Todd G. McFarland, PG #7685, CHG #979
Senior Geologist / Department Manager I

Attachments

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APPENDICES

APPENDIX A Exhibit 1 - Topographic Map, Exhibit 2 - Site Diagram

APPENDIX B Site Photographs

APPENDIX C Historical Documentation and User Questionnaire

APPENDIX D Environmental Database Information

APPENDIX E Credentials

APPENDIX F Description of Terms and Acronyms

EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) was performed in accordance with Terracon Proposal No. PCB227029, dated February 7, 2022, and Purchase Order, dated February 14, 2022, and was conducted consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* and Client Scope of Work. The ESA was conducted under the supervision or responsible charge of Carl A. Parten, Environmental Professional. Laura S. Hedman performed the site reconnaissance on March 2, 2022.

Findings and Opinions

A summary of findings is provided below. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

Site Description and Use

The site is located at south of Helen Drive, Redlands, San Bernardino County, California 92373, and consists of an approximately 22-acre tract of generally vacant and undeveloped, densely vegetated land (chaparral), located in a residential neighborhood south of Helen Drive. The site is further identified by San Bernardino County Assessor parcel numbers (APNs): 0300-451-13, 0300-451-14, 0300-451-24, and 0300-451-25. At the time of the visual reconnaissance, the site was owned by the Macknet family members.

Historical Information

Based on review of the historical information, the site consisted of undeveloped vacant land from as early as 1899 and has remained relatively unchanged through the present.

The surrounding properties consisted of undeveloped vacant land from as early as 1899. By 1938, the existing water tower was depicted southwest of the site. By 1949, a road (Bruder Lane) appears developed abutting the southern portion of the site. By 1959, existing residential neighborhood developed abuts northwest (130413-130515 East Sunset Drive) and a road depicted east of the site (Kristen Court). The adjoining property to the northeast appeared developed with existing residential homes (13151 Helen Drive) by 1967. By 1975, a residential home developed adjoining south (13202 Bruder Lane). By 1985, road appears developed (Helen Drive), and an existing residential neighborhood developed abuts north and northeast (13039-13087 Helen Drive). The adjoining property to the east was developed with a driveway (Helen Court) and an existing residential home (31280 Helen Court) by 1995. Vacant undeveloped land abuts west, followed by a water tank.

Records Review

Selected federal and state environmental regulatory databases as well as responses from state and local regulatory agencies were reviewed. The site was not identified in the current regulatory

databases. The facilities listed in the databases do not appear to represent RECs to the site at this time, based upon regulatory status, apparent topographic gradient, and/or distance from the site.

Site Reconnaissance

During the site reconnaissance, a concrete storm water discharge pipe and miscellaneous household trash were identified. Based on visual observations, RECs were not identified in connection with the site.

Adjoining Properties

Helen Drive and Sunset Drive abuts the site to the north, followed by residential neighborhood (13039-13087 Helen Drive) and another residential neighborhood (30413-30515 East Sunset Drive). Kristen Court and Helen Court abuts the site to the east, followed by residential neighborhood (13151 Helen Drive and 31280 Helen Court). Bruder Lane abuts the site to the south, followed by a residential home (13202 Bruder Lane).

Significant Data Gaps

No significant data gaps were identified.

Conclusions

We have performed a Phase I ESA consistent with the procedures included in ASTM Practice E 1527-13 of the Macknet Property, located south of Helen Drive, Redlands, San Bernardino County, California 92373, the site, Assessor Parcel Number (APN): 0300-451-13, 0300-451-14, 0300-451-24, and 0300-451-25. RECs or Controlled RECs (CREC) were not identified in connection with the site.

Recommendations

Based on the scope of services, limitations, and conclusions of this assessment, Terracon did not identify RECs or CRECs. As such, no additional investigation is warranted at this time.

1.0 INTRODUCTION

1.1 Site Description

Site Name	Macknet Property
Site Location/Address	South of Helen Drive, Redlands, San Bernardino, California 92373
Land Area	The site is an approximately 22-acres tract of land, identified by APNs: 0300-451-13, 0300-451-14, 0300-451-24, and 0300-451-25.
Site Improvements	The site is generally undeveloped.
Anticipated Future Site Use	Development of a new water tower.
Purpose of the ESA	Acquiring the site.

The location of the site is depicted on Exhibit 1 of Appendix A, which was reproduced from a portion of the Redlands, Yucaipa, El Casco, and Sunnymead, California USGS 7.5-minute series topographic map (2018). The site and adjoining properties are depicted on the Site Diagram, which is included as Exhibit 2 of Appendix A. Acronyms and terms used in this report are described in Appendix F.

1.2 Scope of Services

This Phase I ESA was performed in accordance with Terracon Proposal No. PCB227029, dated February 7, 2022, and Purchase Order, dated February 14, 2022, and was conducted consistent with the procedures included in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* and Client Scope of Work. The purpose of this ESA was to assist the client in developing information to identify RECs in connection with the site as reflected by the scope of this report. This purpose was undertaken through user-provided information, a regulatory database review, historical and physical records review, interviews, including local government inquiries, as applicable, and a visual noninvasive reconnaissance of the site and adjoining properties. Limitations, ASTM deviations, and significant data gaps (if identified) are noted in the applicable sections of the report.

ASTM E1527-13 contains a new definition of "migrate/migration," which refers to “the movement of hazardous substances or petroleum products in any form, including, for example, solid and liquid at the surface or subsurface, and vapor in the subsurface.” By including this explicit reference to migration in ASTM E1527-13, the Standard clarifies that the potential for vapor migration should be addressed as part of a Phase I ESA. This Phase I ESA has considered vapor migration in evaluation of RECs associated with the site.

1.3 Standard of Care

This ESA was performed in accordance with generally accepted practices of this profession, undertaken in similar studies at the same time and in the same geographical area. We have endeavored to meet this standard of care, but may be limited by conditions encountered during performance, a client-driven scope of work, or inability to review information not received by the report date. Where appropriate, these limitations are discussed in the text of the report, and an evaluation of their significance with respect to our findings has been conducted.

Phase I ESAs, such as the one performed at this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records were not reviewed. It should be recognized that environmental concerns may be documented in public records that were not reviewed. No ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs. No warranties, express or implied, are intended or made. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site or otherwise uses the report for any other purpose. These risks may be further evaluated – but not eliminated – through additional research or assessment. We will, upon request, advise you of additional research or assessment options that may be available and associated costs.

1.4 Additional Scope Limitations, ASTM Deviations and Data Gaps

Based upon the agreed-on scope of services, this ESA did not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e. evaluation of the presence of vapors within a building structure), business environmental risk evaluations, or other services not particularly identified and discussed herein. Credentials of the company (Statement of Qualifications) have not been included in this report but are available upon request. Pertinent documents are referred to in the text of this report, and a separate reference section has not been included. Reasonable attempts were made to obtain information within the scope and time constraints set forth by the client; however, in some instances, information requested is not, or was not, received by the issuance date of the report. Information obtained for this ESA was received from several sources that we believe to be reliable; nonetheless, the authenticity or reliability of these sources cannot and is not warranted hereunder. This ESA was further limited by the following:

- Reasonable attempts were made to contact the local and state regulatory agencies; however, at the issuance of this report, a response from the San Bernardino County Environmental Health/Department of Public Health (EHS/DPH) and the City of Redlands remains pending. Based on a review of historical information and the regulatory databases, the absence of this response does not represent a significant data gap.

An evaluation of the significance of limitations and missing information with respect to our findings has been conducted, and where appropriate, significant data gaps are identified and discussed in the text of the report. However, it should be recognized that an evaluation of significant data gaps is based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our conclusions, recommendations, or opinions. We have no obligation to provide information obtained or discovered by us after the issuance date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

This report represents our service to you as of the report date and constitutes our final document; its text may not be altered after final issuance. Findings in this report are based upon the site's current utilization, information derived from the most recent reconnaissance and from other activities described herein; such information is subject to change. Certain indicators of the presence of hazardous substances or petroleum products may have been latent, inaccessible, unobservable, or not present during the most recent reconnaissance and may subsequently become observable (such as after site renovation or development). Further, these services are not to be construed as legal interpretation or advice.

1.5 Reliance

This ESA report is prepared for the exclusive use and reliance of, City of Redlands. Use or reliance by any other party is prohibited without the written authorization of City of Redlands and Terracon Consultants, Inc. (Terracon).

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions and limitations stated in the proposal, ESA report, and Terracon's Agreement For Services. The limitation of liability defined in Terracon's Agreement For Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of this report is subject to ASTM E1527-13 Sections 4.6 and 4.8. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-13.

1.6 Client Provided Information

Prior to the site visit, Ms. Veronica Medina, client's representative, was asked to provide the following user questionnaire information as described in ASTM E1527-13 Section 6.

Client Questionnaire Responses

Client Questionnaire Item	Client Did Not Respond	Client's Response	
		Yes	No
Specialized Knowledge or Experience that is material to a REC in connection with the site.			X
Actual Knowledge of Environmental Liens or Activity Use Limitations (AULs) that may encumber the site.			X
Actual Knowledge of a Lower Purchase Price because contamination is known or believed to be present at the site.			X
Commonly Known or Reasonably Ascertainable Information that is material to a REC in connection with the site.			X
Obvious Indicators of Contamination at the site.			X

Terracon's consideration of the client provided information did not identify RECs. A copy of the questionnaire is included in Appendix C.

2.0 PHYSICAL SETTING

Physical Setting Information		Source
Topography		
Site Elevation	Approximately 2,100 to 2,220 feet above the National Geodetic Vertical Datum (NGVD).	See Exhibit 1 in Appendix A – Redlands, Yucaipa, El Casco, and Sunnymead, California (2018) USGS Topographic Map Google Map Data (2022), www.google.com/maps
Topographic Gradient	Multi-directional; however, steeply sloping generally toward the west.	
Closest Surface Water	Earthen pond located approximately 3,500 feet northwest of the site (Redlands Country Club).	
Soil Characteristics		
Soil Type	Saugus sandy loam (ShF)	Soil Survey of San Bernardino County Southwestern Part, California (CA677); United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS); issued 2021. https://websoilsurvey.sc.egov.usda.gov
Description	ShF: Moderate infiltration rates, Deep and moderately deep, moderately well and well drained soils with moderately coarse textures; 30 to 50 percent slopes.	
Geology/Hydrogeology		
Formation	Older Surficial Sediments (Qoa)	

Physical Setting Information		Source
Description	Weakly indurated alluvial fan deposits derived from local terrains of plutonic rocks; alluvial fan deposits of sand, minor gravel, top surface slope more than 40 ft per 0.7 mile from the source terrains and dissected by stream channel from the source terrains (Pleistocene).	Geologic map of the Sunnymead/south ½ of Redlands quadrangles California (Dibblee, T.W. and Minch, J.A.; Dibblee Geological Foundation) Dated 2003 https://ngmdb.usgs.gov/mapview
Estimated Depth to First Occurrence of Groundwater	Site: Unknown, no data readily available. Vicinity: Measured at approximately 176 feet below ground surface (bgs) in a irrigation well located approximately 1.4 miles northwest (last measured in December 6, 2021).	California Department of Water Resources Water Data Library State Well No. 02S03W01D001S Local Well Name: Redlands Hghtshttps://wdl.water.ca.gov
*Hydrogeologic Gradient	Site: Unknown, no data readily available. Vicinity/Regional: May be inferred to be parallel to topographic gradient (primarily to the west).	

* The groundwater flow direction and the depth to shallow, unconfined groundwater, if present, would likely vary depending upon seasonal variations in rainfall and other hydrogeological features. Without the benefit of on-site groundwater monitoring wells surveyed to a datum, groundwater depth and flow direction beneath the site cannot be directly ascertained.

3.0 HISTORICAL USE INFORMATION

Terracon reviewed the following historical sources to develop a history of the previous uses of the site and surrounding area, in order to help identify RECs associated with past uses. Copies of selected historical documents are included in Appendix C.

3.1 Historical Topographic Maps, Aerial Photographs, Sanborn Maps

Readily available historical USGS topographic maps, selected historical aerial photographs (at approximately 10- to 15-year intervals) and historical fire insurance maps produced by the Sanborn Map Company were reviewed to evaluate land development and obtain information concerning the history of development on and near the site. Reviewed historical topographic maps and aerial photographs maps are summarized below.

Historical fire insurance maps produced by the Sanborn Map Company were requested from Environmental Data Resources, Inc. (EDR) to evaluate past uses and relevant characteristics of the site and surrounding properties. Based upon inquiries to the above-listed Sanborn provider, Sanborn maps were not available for the site.

- Topographic map:
  - Redlands, California, published in **1899** and **1901**; El Casco, California photo revised in 1954 from **1952** aerial photograph (1:62,500)
  - El Casco, California photo revised in 1953 from **1951** aerial photograph; photo revised in 1967 from **1966** aerial photograph; photo revised in 1979 from **1976** aerial photograph; photo revised in 1996 from **1996** aerial photograph; published in **2012**, **2015**, and **2018** (1:24,000)
  - Sunnymead, California photo revised in 1953 from **1951** aerial photograph; photo revised in 1967 from **1966** aerial photograph; photo revised in 1973 from **1973** aerial photograph; photo revised in 1980 from **1978** aerial photograph; published in **2012**, **2015**, and **2018** (1:24,000)
  - Yucaipa, California photo revised in 1954 from **1952** aerial photograph; photo revised in 1967 from **1966** aerial photograph; photo revised in 1973 from **1973** aerial photograph; photo revised in 1980 from **1978** aerial photograph; photo revised in 1988 from **1985** aerial photograph; photo revised in 1996 from **1994** aerial photograph; published in **2012**, **2015**, and **2018** (1:24,000)
  - Redlands, California photo revised in 1967 from **1966** aerial photograph; photo revised in 1973 from **1973** aerial photograph; photo revised in 1975 from **1975** aerial photograph; photo revised in 1980 from **1978** aerial photograph; photo revised in 1988 from **1985** aerial photograph; photo revised in 1996 from **1994** aerial photograph; published in **2012**, **2015**, and **2018** (1:24,000)

- Aerial photograph:
  - USDA, **1938**, **1949**, **1953**, **1959**, **1961**, **1967**, **1978**, **1985**, and **1989**, 1" =500
  - USGS, **1975**, 1" =500'
  - USGS/DOQQ, **1995**, and **2002**, 1" =500'
  - USDA/NAIP, **2006**, **2009, 2012**, and **2016** 1" =500'

Historical Maps and Aerial Photographs

Direction	Description
Site	Undeveloped vacant land (1899-2018).
North	Undeveloped vacant land (1899-1938); land to the northwest appears graded (1949-1953); residential homes developed abuts northwest (1959-2018); northern and northeastern adjoining properties appear graded (1978); a road appears developed as Helen Drive (1985); residential homes developed abuts north and northeast (1985-2018).

Direction	Description
East	Undeveloped vacant land (1899-1949); land abuts northeast appears graded (1949-1953); a road depicted as Kristen Court (1959); northeastern adjoining property developed with residential homes (1967-2018); a driveway (Helen Court) and a residential home developed abutting east to the site (1995-2018).
South	Undeveloped vacant land (1899-1938); a road appears developed as Bruder Lane (1949-2018); residential home depicted (1975-2018).
West	Undeveloped vacant land (1899-1901) water tower depicted southwest of the site (1938-2018).

3.2 Historical City Directories

The EDR Digital Archive, Haines Criss-Cross Directory, and Luskey Brothers & Co. Publishers city directories used in this study were made available through EDR (selected years reviewed: 1992 through 2017) and were reviewed at approximate five-year intervals, if readily available. East State Street listings were not available prior to 1992. The current street address for the site was identified as South of Helen Drive.

Historical City Directories

Direction	Description
Site	No addresses reported
North	***13075 Helen Drive***: Salvesen, John A (1992-1995); Farris, Terry A (2005-2014) ***13087 Helen Drive***: Richey, Mark A (1992-2017); Silvergleid, Arthur J (2000); Lindemer, Curtis A (2005) ***13039 Helen Drive***: Slayyeh, Yaser A (2005-2017) ***13051 Helen Drive***: Fairchild, James L (2005); Brickley, Tom M (2010-2014) ***30413-30515 East Sunset Drive***: no listings
South	***13202 Bruder Lane***: no listings
East	***13151 Helen Drive***: Jutzy, Kenneth R (2005-2017) ***31280 Helen Court***: City of Redlands
West	No addresses reported

3.3 Site Ownership

Based on a review of information obtained from the San Bernardino County Assessor's Office online database at www.sbcounty.gov/ARC/Main/Assor/PropertyInformation, the site, located at South of Helen Drive, Redlands, San Bernardino, California, 92373, consists of an approximately 22-acre parcel identified by San Bernardino County Assessor parcel numbers (APNs): 0300-451-13, 0300-451-14, 0300-451-24, and 0300-451-25, currently owned by Macknet family members.

3.4 Title Search

At the direction of the client, a title search was not included as part of the scope of services. Unless notified otherwise, we assume that the client is evaluating this information outside the scope of this report.

3.5 Environmental Liens and Activity and Use Limitations

The EDR regulatory database report included a review of both Federal and State Engineering Control (EC) and Institutional Control (IC) databases. Based on a review of the database report, the site was not listed on the EC or IC databases. Please note that in addition to these federal and state listings, AULs can be recorded at the county and municipal level that may not be listed in the regulatory database report. Environmental lien and activity and use limitation records recorded against the site were not provided by the client. At the direction of the client, performance of a review of these records was not included as part of the scope of services and unless notified otherwise, we assume that the client is evaluating this information outside the scope of this report.

3.6 Interviews Regarding Current and Historical Site Uses

The following individuals were interviewed regarding the current and historical use of the site.

Interviews

Interviewer	Name / Phone #	Title	Date/Time
Ms. Laura S. Hedman	Mr. Mark Macknet / (909) 363-6238	Site land owner	March 2, 2022 / During the site visit

Terracon interviewed Mr. Mark Macknet, site land owner, during the site reconnaissance. Mr. Macknet indicated that he and his family have owned the site since the 1980's, and during that time, there have not been concerns with the site or the adjoining properties. Mr. Macknet stated that the site was partially graded at one point, but that their had not been any structures developed on-site. Mr. Macknet further stated he was not aware of any septic tanks, water wells, AST's or UST's associated with the site. Mr. Macknet indicated he was not aware of pending, past, and/or threatened environmental litigation and notices of possible violations of environmental law, liability and/or potential environmental concerns associated with site.

3.7 Prior Report Review

Terracon requested the client provide any previous environmental reports, permits, registrations, and geotechnical reports they are aware of for the site. Previous reports were not provided by the client to Terracon for review.

4.0 RECORDS REVIEW

Regulatory database information was provided by EDR, a contract information services company. The purpose of the records review was to identify RECs in connection with the site. Information in this section is subject to the accuracy of the data provided by the information services company and the date at which the information is updated. The scope herein did not include confirmation of facilities listed as "unmappable" by regulatory databases.

In some of the following subsections, the words up-gradient, cross-gradient and down-gradient refer to the topographic gradient in relation to the site. As stated previously, the groundwater flow direction and the depth to shallow groundwater, if present, would likely vary depending upon seasonal variations in rainfall and the depth to the soil/bedrock interface. Without the benefit of on-site groundwater monitoring wells surveyed to a datum, groundwater depth and flow direction beneath the site cannot be directly ascertained.

4.1 Federal and State/Tribal Databases

Listed below are the facility listings identified on federal and state/tribal databases within the ASTM-required search distances from the approximate site boundaries. Database definition, descriptions, and the database search report are included in Appendix D.

Federal Databases

Database	Description	Distance (miles)	Listings
CERCLIS	Comprehensive Environmental Response, Compensation, & Liability Information System	0.5	0
CERCLIS / NFRAP	Comprehensive Environmental Response, Compensation, & Liability Information System/No Further Remedial Action Planned	0.5	0
ERNS	Emergency Response Notification System	Site	0
FUDS	Formerly Used Defense Sites	1.0	0
IC / EC	Institutional Control/Engineering Control	Site	0
NPL	National Priorities List	1.0	0
NPL (Delisted)	National Priorities Delisted List	0.5	0
RCRA CORRACTS/ TSD	RCRA Corrective Action Activity	1.0	0
RCRA Generators	Resource Conservation and Recovery Act	Site and adjoining properties	0
RCRA NonGen / NLR	RCRA – Non-Generators / No Longer Regulated	0.25	0

Database	Description	Distance (miles)	Listings
RCRA Non-CORRACTS/ TSD	RCRA Non-Corrective Action Activity	0.5	0
UXO	Unexploded Ordnance Site	1.0	0

State/Tribal Databases

Database	Description	Distance (miles)	Listings
CALSITES	CalSites Database	1.0	0
CALSITES (AWP)	Active Annual Workplan Sites	1.0	0
CA FID UST	Facility Inventory Database	0.25	0
CERS	CalEPA Regulated Site Portal Data	Site	0
CERS TANKS	California Environmental Reporting System (CERS) Tanks	0.25	
CERS HAZ WASTE	CERS HAZ Waste	0.25	0
CORTESE	"Cortese" Hazardous Waste & Substances Sites List	0.5	0
CHMIRS	California Hazardous Material Incident Report System	Site	0
CPS-SLIC	Statewide SLIC Cases (GEOTRACKER)	0.5	0
EDR HIST AUTO	EDR Exclusive Historical Auto Stations	0.25	0
EDR HIST CLEANER	EDR Exclusive Historical Cleaners	0.25	0
EDR MGP	EDR Proprietary Manufactured Gas Plants	1.0	0
DRYCEANERS	Cleaning Facilities	0.25	0
EMI	Emissions Inventory Data	Site	0
ENVIROSTOR	EnviroStor Database	1.0	1
FINDS	Facility Index System/Facility Registry System	Site	0
HAZNET	Facility and Manifest Data	Site	0
HIST CORTESE	Hazardous Waste & Substance Site List	0.5	0
HIST UST	Hazardous Substance Storage Container Database	0.25	0
HWTS	Hazardous Waste Tracking System	0.25	0
LUST	Leaking Underground Storage Tanks	0.5	0
San Ber. Co. Permit	San Bernardino County Permitted Facility	0.25	1
SWEEPS UST	Statewide Environmental Evaluation and Planning System UST Listing	0.25	0
SWF/LF	Solid Waste Facilities/Landfills	0.5	0
WIP	Well Investigation Program Case List	0.25	0

Database	Description	Distance (miles)	Listings
AST / UST	Aboveground Storage Tank / Underground Storage Tank Facilities	Site and adjoining properties	0
VCP	Voluntary Cleanup Program	0.5	0

In addition to the above ASTM-required listings, Terracon reviewed other federal, state, local, and proprietary databases provided by the database firm. A list of the additional reviewed databases is included in the regulatory database report included in Appendix D.

The site was not listed in the regulatory database report.

The following table summarizes the site-specific information provided by the database and/or gathered by this office for identified facilities. Facilities within 500 feet of the site are listed in order of proximity to the site. Additional discussion for selected facilities follows the summary table.

Listed Facilities

Facility Name and Location	Estimated Distance / Direction/Gradient	Database Listings	Is a REC, CREC, or HREC to the Site
AT & T Mobility-ES0022-02 (CM365) Redlands Water Tank 31280 B Helen Court	Adjacent / West-southwest / Down-gradient	HWTS, San Bern. Co. Permit	No, based on file review, status, and topographic gradient,

The remaining facilities listed in the database report do not appear to represent RECs to the site at this time based upon regulatory status, apparent topographic gradient, and/or distance from the site.

Unmapped facilities are those that do not contain sufficient address or location information to evaluate the facility listing locations relative to the site. The report listed twenty-four facilities in the unmapped section. Determining the location of unmapped facilities is beyond the scope of this assessment; however, none of these facilities were identified as the site or adjacent properties. These facilities are listed in the database report in Appendix D.

4.2 Local Agency Inquiries

Agency Contacted/ Contact Method	Response
San Bernardino County Department of Public Health (DPH) / Environmental Health Services (EHS) Fax: (909) 387-4323	At the issuance of this report, a response has not been obtained from the DPH/EHS.

Agency Contacted/ Contact Method	Response
South Coast Air Quality Management District (SCAQMD) / online portal: http://www.aqmd.gov/nav/online-services/public-records	According to the SCAQMD, no records were found for the site, because they are unable to provide site information based on APN's or similar geographic site data.
Santa Ana Regional Water Quality Control Board / Email: filereview8@waterboards.ca.gov	According to RWQCB File Review Desk, no records were found for the site, because they are unable to provide site information based on APN's or similar geographic site data.
Department of Toxic Substances Control (DTSC) / Email: pubreqact@dtsc.ca.gov DTSC online EnviroStor Database, www.environstor.dtsc.ca.gov	According to the DTSC, no records were found associated with the site. Based on a review of the DTSC online EnviroStor Database no records were found associated with the site.
Redland's City Clerk Office online portal: https://www.cityofredlands.org	At the issuance of this report, a response has not been obtained from the City of Redlands.
San Bernardino County Fire Department / Email: mmolina@sbcfire.org	The San Bernardino County Fire Department informed Terracon that search fees apply to each parcel and/or address, which is beyond the scope of the ESA and a search request was not submitted. Based on a review of historical information and the regulatory database, the absence of this regulatory information does not represent a significant data gap.

4.3 Local Area Knowledge

Based on a review of the California Geologic Energy management Division (CalGEM), https://www.conservation.ca.gov/calgem (formerly the California Department of Conservation Division of Oil, Gas, and Geothermal Resource Well Finder (DOGGR), there are no active or plugged oil production wells located at the site or adjoining properties.

5.0 SITE RECONNAISSANCE

5.1 General Site Information

Information contained in this section is based on a visual reconnaissance conducted while walking through the site and the accessible interior areas of structures, if any, located on the site. The site and adjoining properties are depicted on the Site Diagram, which is included in Exhibit 2 of Appendix A. Photo documentation of the site at the time of the visual reconnaissance is provided in Appendix B. Credentials of the individuals planning and conducting the site visit are included in Appendix E.

General Site Information

Site Reconnaissance	
Field Personnel	Laura S. Hedman
Reconnaissance Date	March 2, 2022
Weather Conditions	Mostly sunny / 77° F
Site Contact/Title	Mr. Mark Macknet / Site land owner
Site Utilities	
Drinking Water	City of Redlands
Wastewater	City of Redlands
Electric	Southern California Edison
Natural Gas	None

5.2 Overview of Current Site Occupants and Operations

The site is located at South of Helen Drive, Redlands, San Bernardino County, California 92373, and consists of an approximately 22-acres tract of generally vacant and undeveloped, densely vegetated land (chaparral), located in a residential neighborhood south of Helen Drive. The site is further identified by San Bernardino County Assessor parcel numbers (APNs): 0300-451-13, 0300-451-14, 0300-451-24, and 0300-451-25. At the time of the visual reconnaissance, the site was owned by the Macknet family members.

5.3 Site Observations

The following table summarizes site observations and interviews. Affirmative responses (designated by an "X") are discussed in more detail following the table.

Site Characteristics

Category	Item or Feature	Observed or Identified
Site Operations, Processes, and Equipment	Emergency generators	
	Elevators	
	Air compressors	
	Hydraulic lifts	
	Dry cleaning	
	Photo processing	
	Ventilation hoods and/or incinerators	
	Waste treatment systems and/or water treatment systems	
	Heating and/or cooling systems	

Category	Item or Feature	Observed or Identified
	Paint booths	
	Sub-grade mechanic pits	
	Wash-down areas or carwashes	
	Pesticide/herbicide production or storage	
	Printing operations	
	Metal finishing (e.g., electroplating, chrome plating, galvanizing, etc.)	
	Salvage operations	
	Oil, gas or mineral production	
	Other processes or equipment	
Aboveground Chemical or Waste Storage	Aboveground storage tanks	
	Drums, barrels and/or containers ≥ 5 gallons	
	MSDS or SDS	
Underground Chemical or Waste Storage, Drainage or Collection Systems	Underground storage tanks or ancillary UST equipment	
	Sumps, cisterns, French drains, catch basins and/or dry wells	
	Grease traps	
	Septic tanks and/or leach fields	
	Oil/water separators, clarifiers, sand traps, triple traps, interceptors	
	Pipeline markers	
	Interior floor drains	
Electrical Transformers/ PCBs	Transformers and/or capacitors	
	Other equipment	
Releases or Potential Releases	Stressed vegetation	
	Stained soil	
	Stained pavement or similar surface	
	Leachate and/or waste seeps	
	Trash, debris and/or other waste materials	X
	Dumping or disposal areas	
	Construction/demolition debris and/or dumped fill dirt	
	Surface water discoloration, odor, sheen, and/or free floating product	
	Strong, pungent or noxious odors	
	Exterior pipe discharges and/or other effluent discharges	X
	Surface water bodies	

Category	Item or Feature	Observed or Identified
Other Notable Site Features	Quarries or pits	
	Wastewater lagoons	
	Wells	

Releases or Potential Releases

Trash, debris and/or other waste materials

At the time of the visual reconnaissance, Terracon observed miscellaneous household trash (clothing items, paper, plastics bags, paper cups), located on the southern portion of the site. Noxious odors or hazardous waste disposal was not observed in the vicinity of the miscellaneous household trash. Based on site observations, the miscellaneous household trash does not constitute a REC in connection with the site.

Exterior pipe discharges and/or other effluent discharges

At the time of the visual reconnaissance, Terracon observed a storm water discharge pipe (concrete), located on the central portion of the site. Noxious odors or hazardous waste disposal was not observed in the vicinity of the discharge pipe. Based on site observations, the discharge pipe does not constitute a REC in connection with the site.

6.0 ADJOINING PROPERTY RECONNAISSANCE

Visual observations of adjoining properties (from site boundaries) are summarized below.

Adjoining Properties

Direction	Description
North	Helen Drive followed by residential neighborhood (13039-13087 Helen Drive). Sunset Drive, further north, followed by a residential neighborhood (30413-30515 East Sunset Drive).
East	Kristen Court and Helen Court followed by residential neighborhood (13151 Helen Drive and 31280 Helen Court).
South	Bruder Lane followed by a residential home (13202 Bruder Lane), and undeveloped densely vegetated land (chaparral).
West	Vacant undeveloped densely vegetated land (chaparral) followed by a water tank.

RECs were not observed with the adjoining properties.

7.0 ADDITIONAL SERVICES

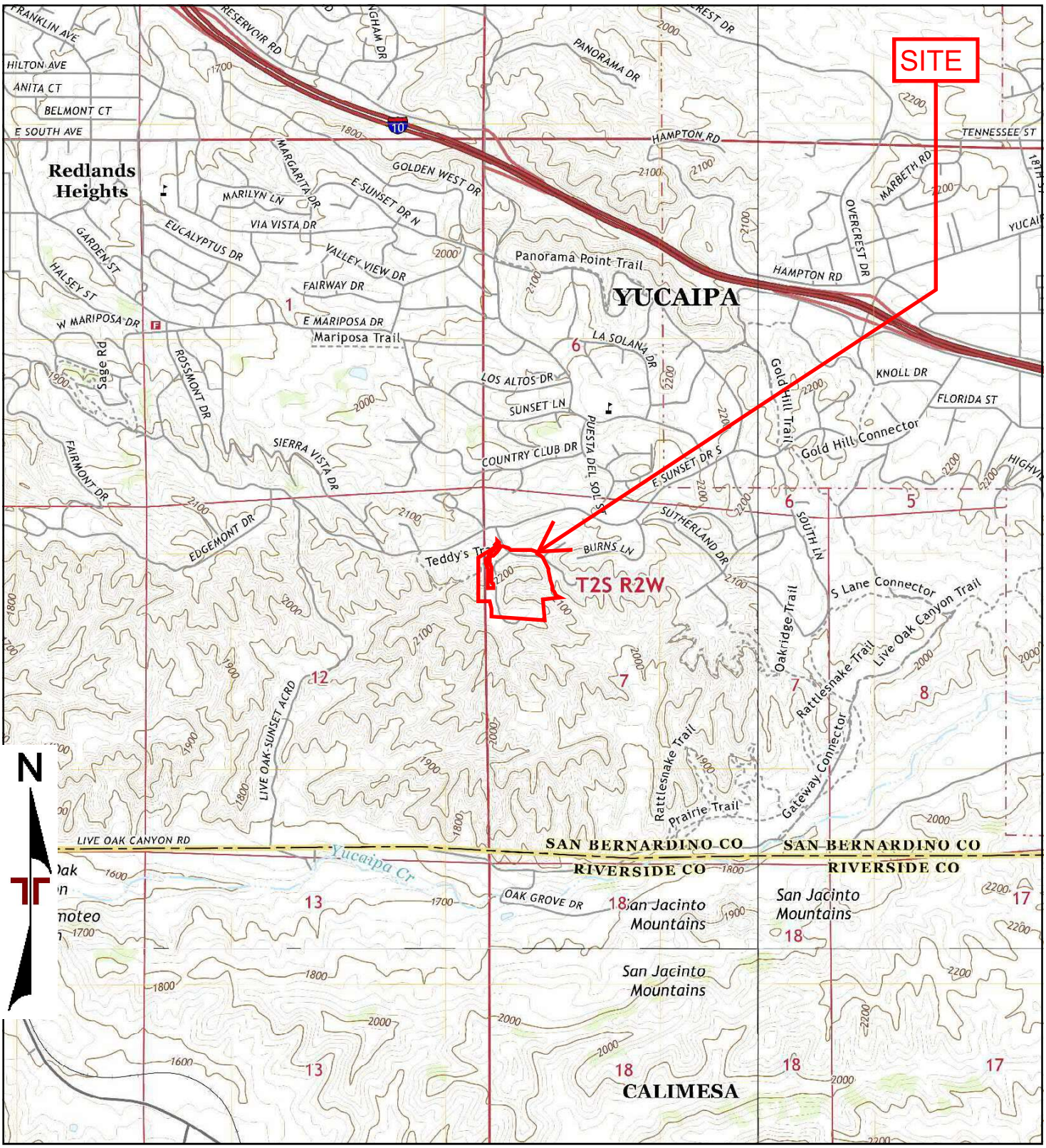
Per the agreed scope of services specified in the proposal, additional services (e.g. asbestos sampling, lead-based paint sampling, wetlands evaluation, lead in drinking water testing, radon testing, vapor encroachment screening, etc.) were not conducted.

8.0 DECLARATION

I, Carl A. Parten, declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312; and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the site. I have developed and performed the All Appropriate Inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Carl A. Parten
Senior Principal / Office Manager III

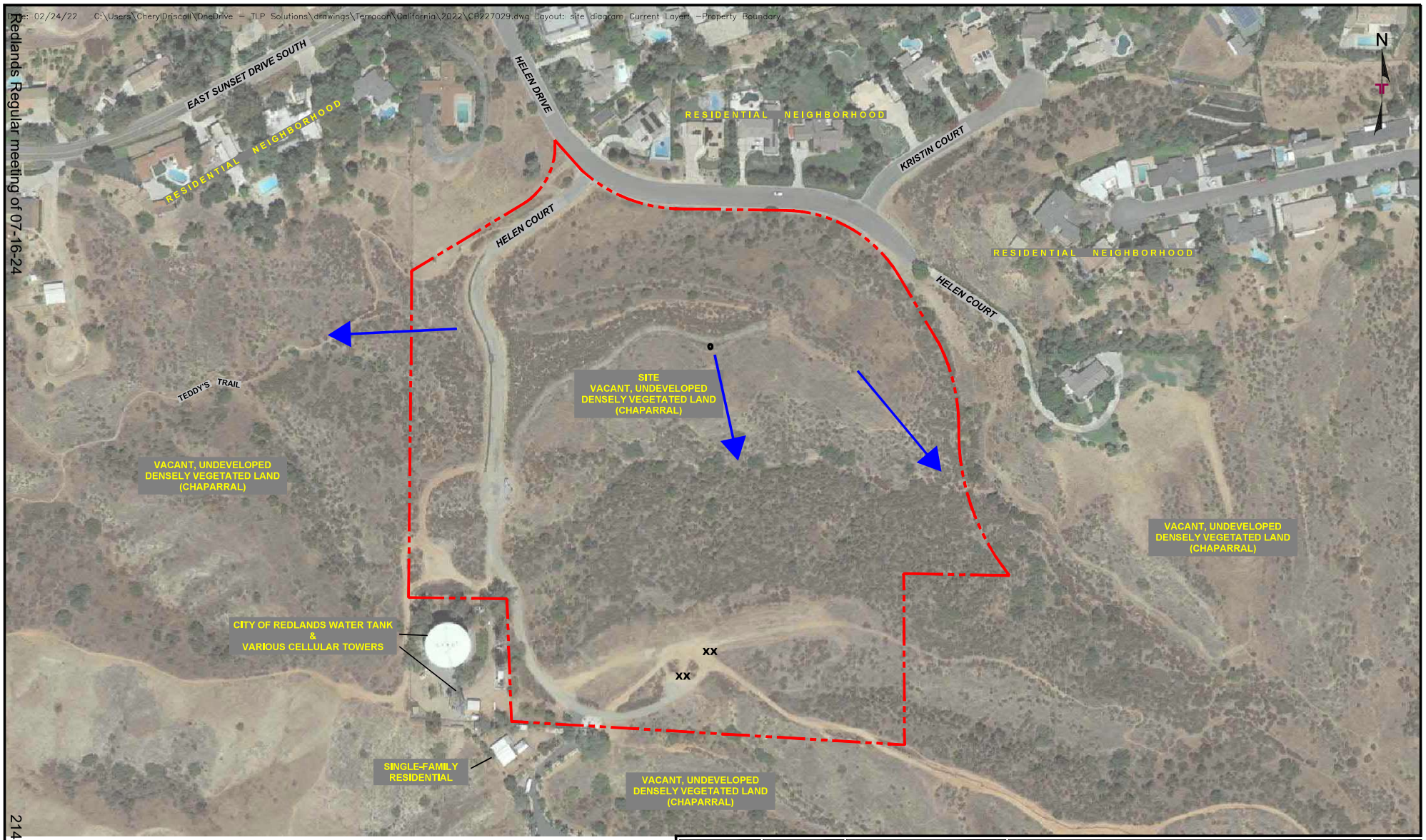
APPENDIX A
EXHIBIT 1 – TOPOGRAPHIC MAP
EXHIBIT 2 – SITE DIAGRAM



TP, Redlands, 2018, 7.5-minute
NE, Yucaipa, 2018, 7.5-minute
SE, El Casco, 2018, 7.5-minute
SW, Sunnymead, 2018, 7.5-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2018 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn by: SHC	Scale: As Shown		Exhibit 1
Checked by: LSH	File Name:		
Approved by: CA	Date: 2018		



LEGEND:

- SITE BOUNDARY
- STORM WATER DISCHARGE PIPE (CONCRETE)
- XX MISCELLANEOUS HOUSEHOLD TRASH
- TOPOGRAPHIC GRADIENT

SOURCE: GOOGLE EARTH, 2022; IMAGERY DATE: 8/5/2021

0 88 175 FEET
APPROXIMATE SCALE

THIS DRAWING SHOULD NOT BE USED SEPARATELY FROM ORIGINAL REPORT.

Project Mngr:	LSH
Drawn By:	CDD
Checked By:	LSH
Approved By:	CAP

Project No.	CB227029
Scale:	AS SHOWN
Date:	02/24/22

Terracon
Consulting Engineers and Scientists
1355 E. Cooley Drive, Suite C
Colton, CA 92324

SITE DIAGRAM

MACKNET PROPERTY
SOUTH OF HELEN DRIVE
REDLANDS, RIVERSIDE COUNTY, CALIFORNIA 92373

EXHIBIT 2

APPENDIX B
SITE PHOTOGRAPHS



Photo #1 View of site facing south from the north-central portion of the site.



Photo #2 View of site facing southwest from the central portion of the site.



Photo #3 View of the south-central portion of the site (partially graded), facing west (with miscellaneous household trash visible).



Photo #4 View of storm water drainage pipe (concrete), located on the central portion of the site.



Photo #5 View of adjacent property located to the north of the site (residential neighborhood and vacant vegetated land).



Photo #6 View of adjacent property located to the east of the site (residential neighborhood and vacant densely vegetated land).



Photo #7 View of adjacent property located to the south-southeast of the site (vacant densely vegetated land).



Photo #8 View of adjacent property located to the west of the site (vacant densely vegetated land).

APPENDIX C
HISTORICAL DOCUMENTATION AND USER QUESTIONNAIRE

Macknet Property

South of Helen Drive

Redlands, San Bernardino County, California 92373

Inquiry Number: 6867268.4

February 22, 2022

EDR Historical Topo Map Report

with QuadMatch™

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

02/22/22

Site Name:

Macknet Property
South of Helen Drive
Redlands, CA 92373
EDR Inquiry # 6867268.4

Client Name:

Terracon
1355 East Cooley Drive
Colton, CA 92324
Contact: Laura Hedman

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Terracon were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:

P.O.# NA
Project: CB227029

Coordinates:

Latitude:	34.0157 34° 0' 57" North
Longitude:	-117.136868 -117° 8' 13" West
UTM Zone:	Zone 11 North
UTM X Meters:	487362.86
UTM Y Meters:	3763905.21
Elevation:	2217.07' above sea level

Maps Provided:

2018	1967
2015	1954
2012	1953, 1954
1996	1901
1988	1899
1979, 1980	
1975	
1973	

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2018 Source Sheets



Redlands

7.5-minute, 24000



Yucaipa

7.5-minute, 24000



Sunnymead

7.5-minute, 24000



El Casco

7.5-minute, 24000

2015 Source Sheets



Redlands

7.5-minute, 24000



Yucaipa

7.5-minute, 24000



Sunnymead

7.5-minute, 24000



El Casco

7.5-minute, 24000

2012 Source Sheets



Redlands

7.5-minute, 24000



Yucaipa

7.5-minute, 24000



Sunnymead

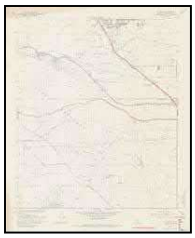
7.5-minute, 24000



El Casco

7.5-minute, 24000

1996 Source Sheets



El Casco

7.5-minute, 24000
Aerial Photo Revised 1996



Redlands

7.5-minute, 24000
Aerial Photo Revised 1994



Yucaipa

7.5-minute, 24000
Aerial Photo Revised 1994

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1988 Source Sheets



Redlands

7.5-minute, 24000
Aerial Photo Revised 1985



Yucaipa

7.5-minute, 24000
Aerial Photo Revised 1985

1979, 1980 Source Sheets



El Casco

7.5-minute, 24000
Aerial Photo Revised 1976



Sunnymead

7.5-minute, 24000
Aerial Photo Revised 1978



Yucaipa

7.5-minute, 24000
Aerial Photo Revised 1978



Redlands

7.5-minute, 24000
Aerial Photo Revised 1978

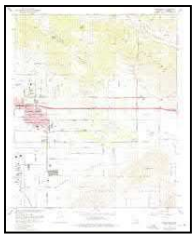
1975 Source Sheets



Redlands

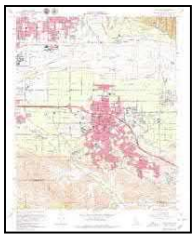
7.5-minute, 24000
Aerial Photo Revised 1975

1973 Source Sheets



Sunnymead

7.5-minute, 24000
Aerial Photo Revised 1973



Redlands

7.5-minute, 24000
Aerial Photo Revised 1973



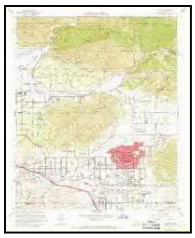
Yucaipa

7.5-minute, 24000
Aerial Photo Revised 1973

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1967 Source Sheets



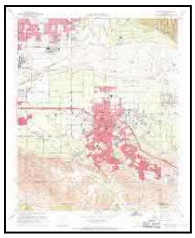
Yucaipa

7.5-minute, 24000
Aerial Photo Revised 1966



El Casco

7.5-minute, 24000
Aerial Photo Revised 1966



Redlands

7.5-minute, 24000
Aerial Photo Revised 1966



Sunnymead

7.5-minute, 24000
Aerial Photo Revised 1966

1954 Source Sheets



Redlands

15-minute, 62500
Aerial Photo Revised 1952

1953, 1954 Source Sheets



El Casco

7.5-minute, 24000
Aerial Photo Revised 1951



Sunnymead

7.5-minute, 24000
Aerial Photo Revised 1951



Yucaipa

7.5-minute, 24000
Aerial Photo Revised 1952

1901 Source Sheets



Redlands

15-minute, 62500

Topo Sheet Key

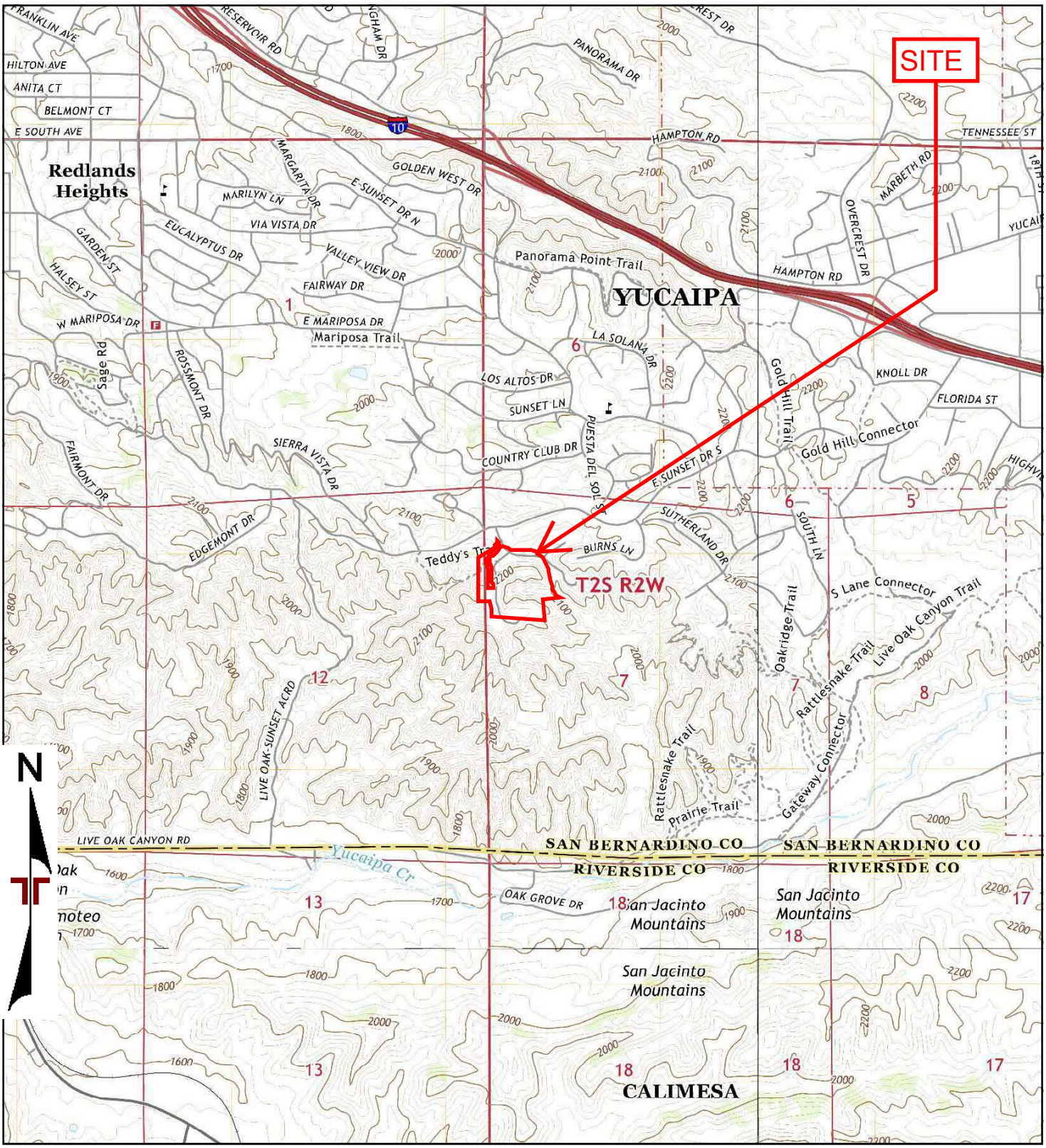
This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1899 Source Sheets



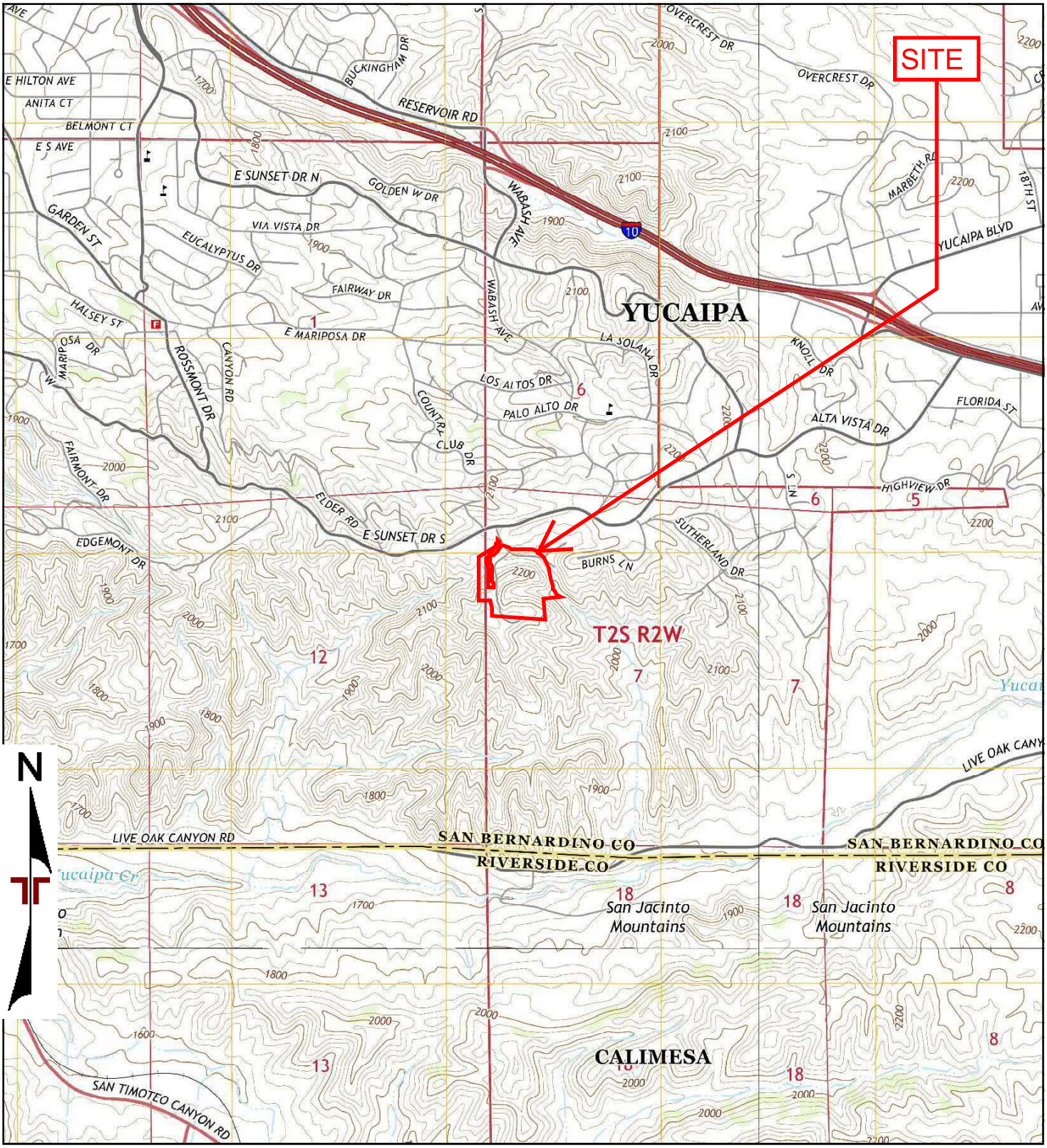
Redlands

15-minute, 62500



TP, Redlands, 2018, 7.5-minute
NE, Yucaipa, 2018, 7.5-minute
SE, El Casco, 2018, 7.5-minute
SW, Sunnymead, 2018, 7.5-minute

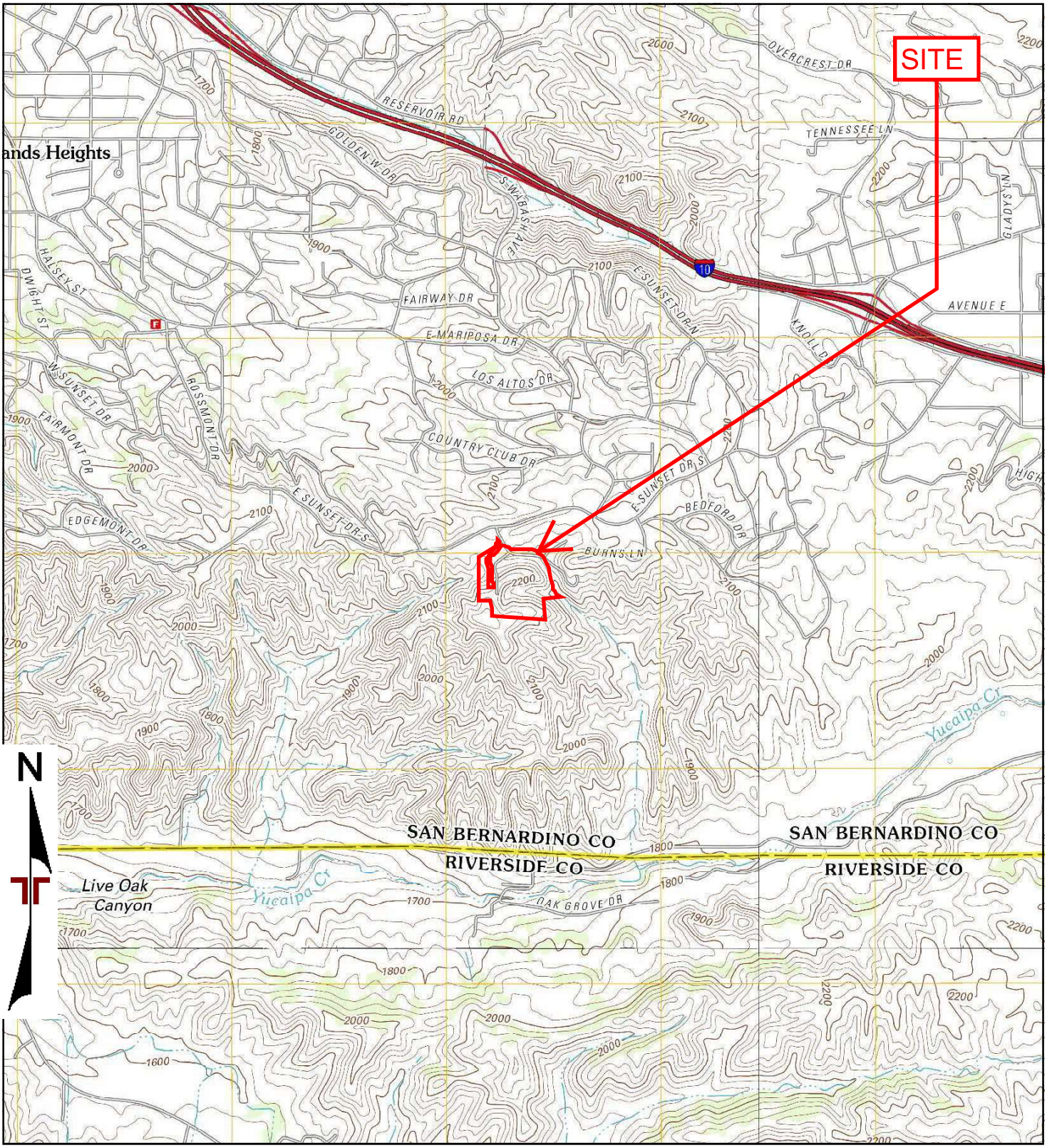
Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2018 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn by: SHC	Scale: As Shown		Appendix: C
Checked by: LSH	File Name:		
Approved by: CA	Date: 2018		



TP, Redlands, 2015, 7.5-minute
NE, Yucaipa, 2015, 7.5-minute
SE, El Casco, 2015, 7.5-minute
SW, Sunnymead, 2015, 7.5-minute

0 Miles 0.25 0.5 1 1.5

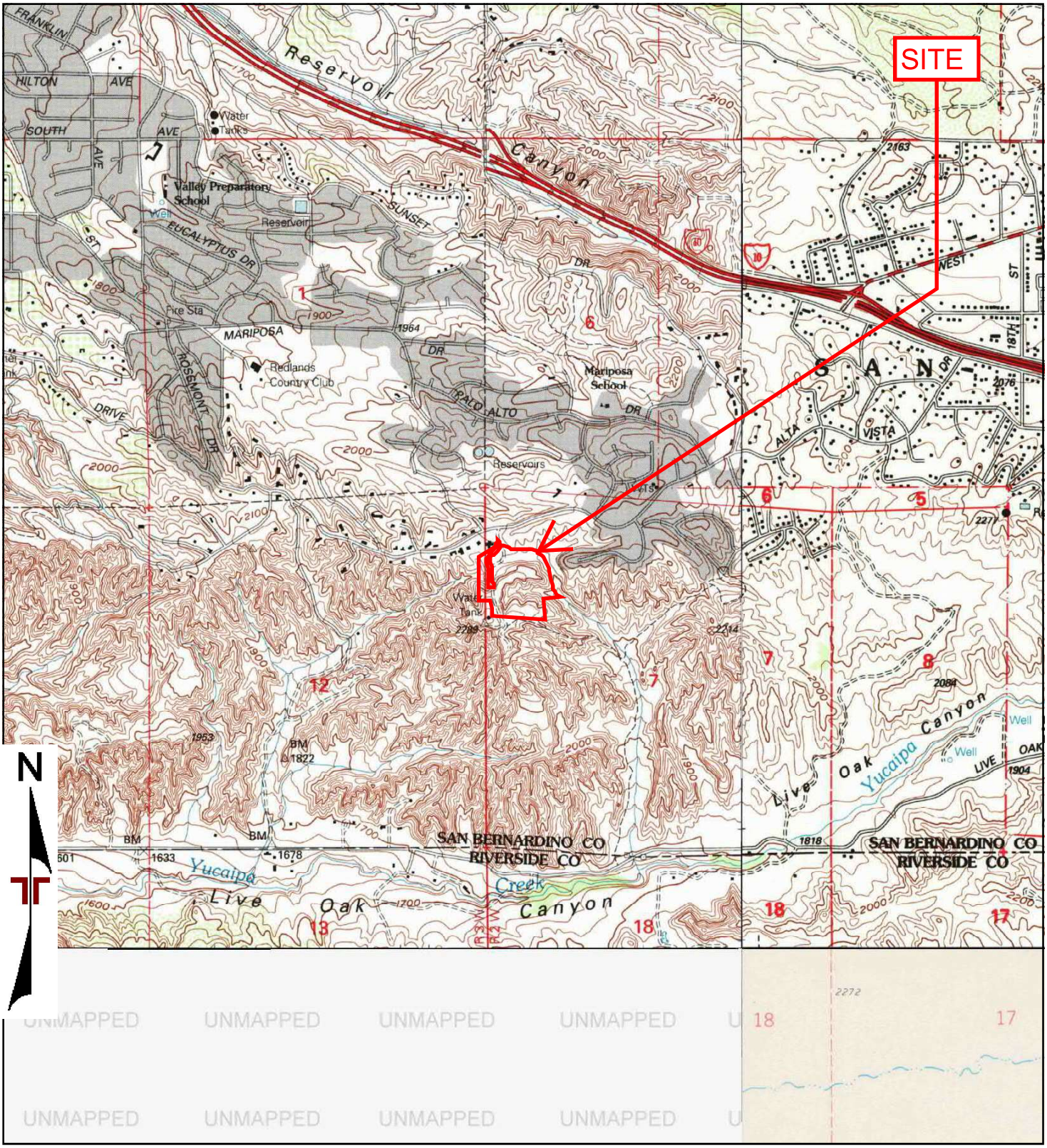
Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2015 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn by: SHC	Scale: As Shown			
Checked by: LSH	File Name:			
Approved by: CA	Date: 2015			



TP, Redlands, 2012, 7.5-minute
NE, Yucaipa, 2012, 7.5-minute
SE, El Casco, 2012, 7.5-minute
SW, Sunnymead, 2012, 7.5-minute

0 Miles 0.25 0.5 1 1.5

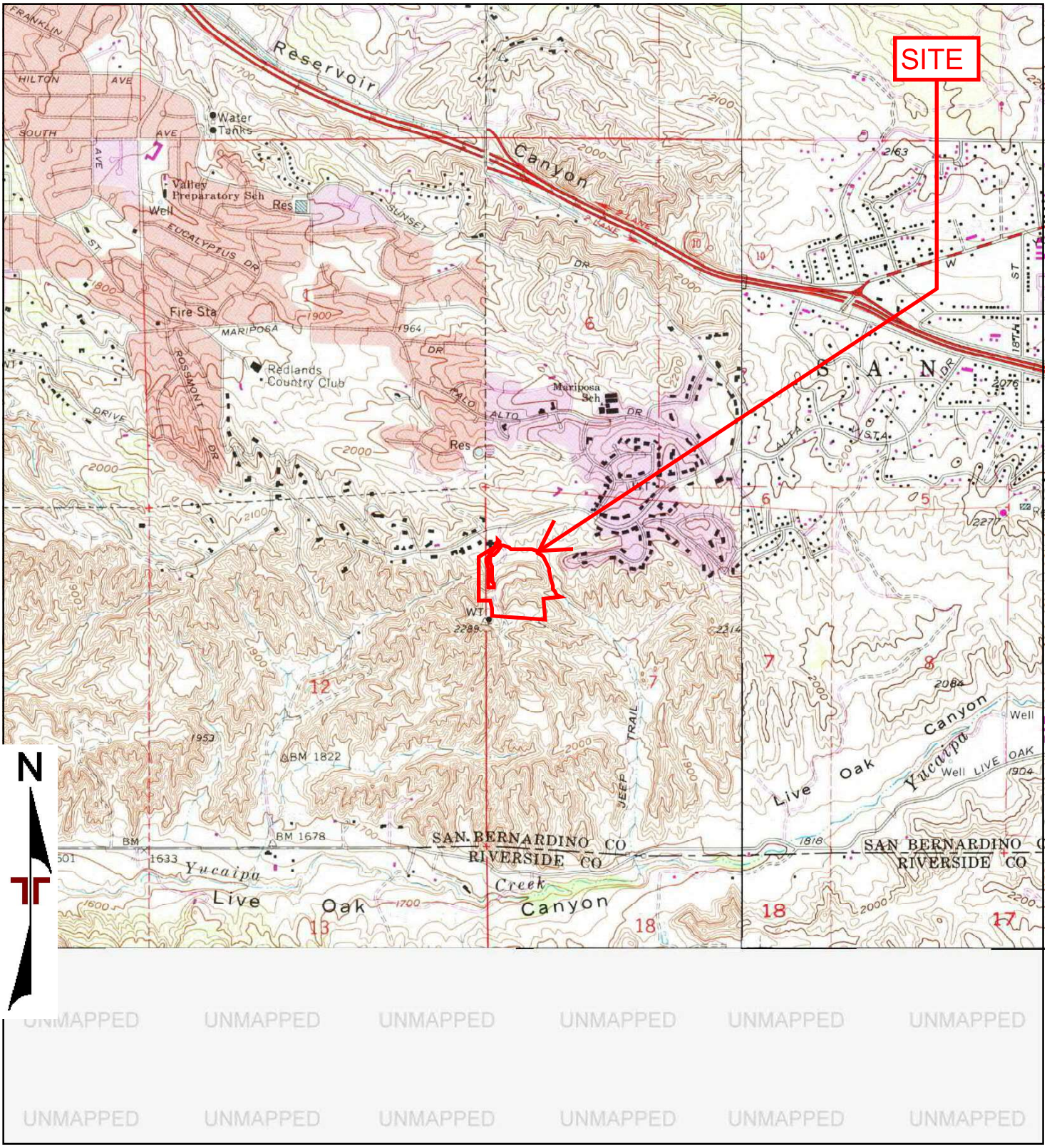
Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2012 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn by: SHC	Scale: As Shown			
Checked by: LSH	File Name:			
Approved by: CA	Date: 2012		2156 of 2362	



TP, Redlands, 1996, 7.5-minute
NE, Yucaipa, 1996, 7.5-minute
SE, El Casco, 1996, 7.5-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1996 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn by: SHC	Scale: As Shown			
Checked by: LSH	File Name:			
Approved by: CA	Date: 1996			

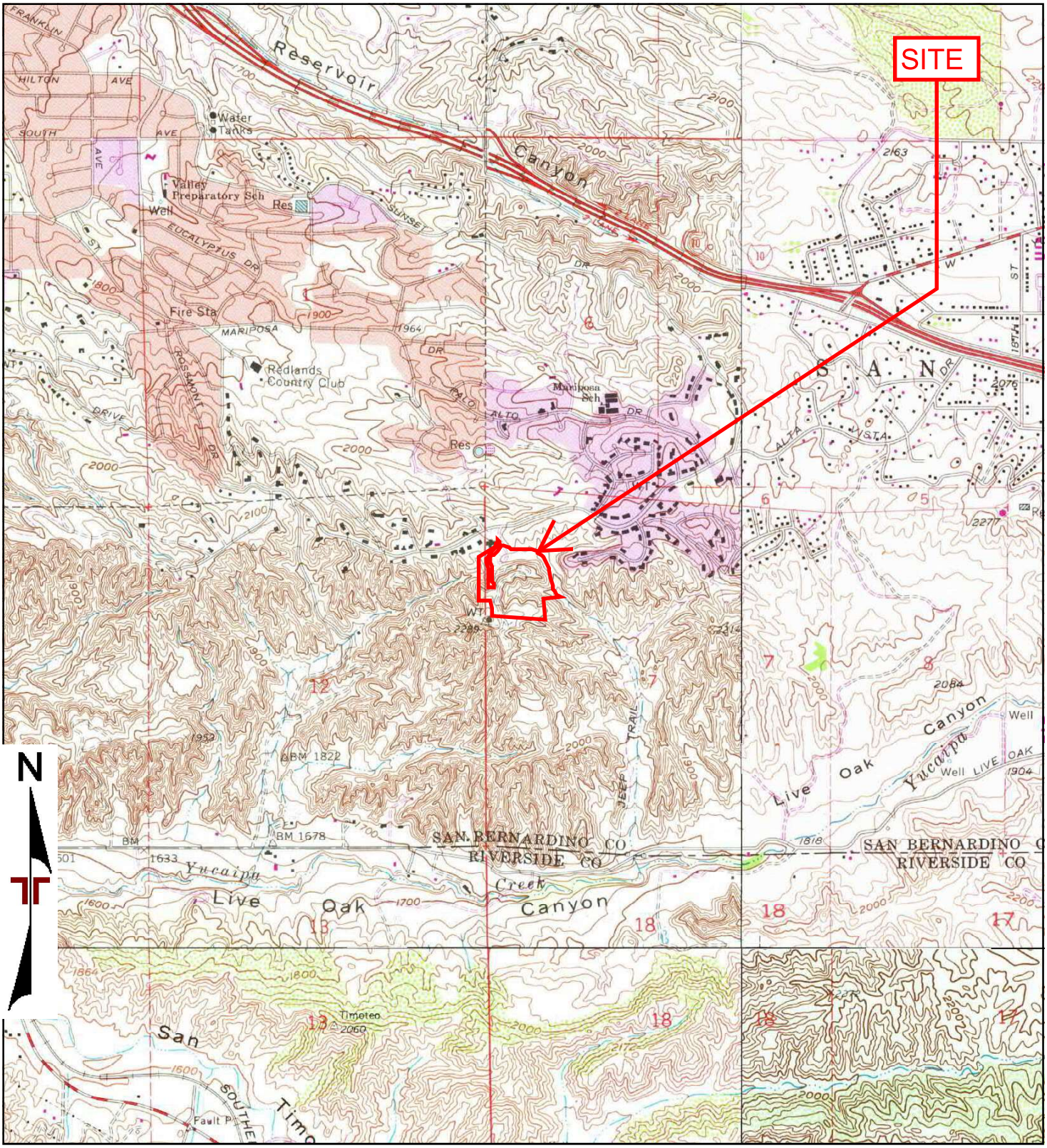


TP, Redlands, 1988, 7.5-minute
NE, Yucaipa, 1988, 7.5-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1988 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn by: SHC	Scale: As Shown		
Checked by: LSH	File Name:		
Approved by: CA	Date: 1988		

Appendix C

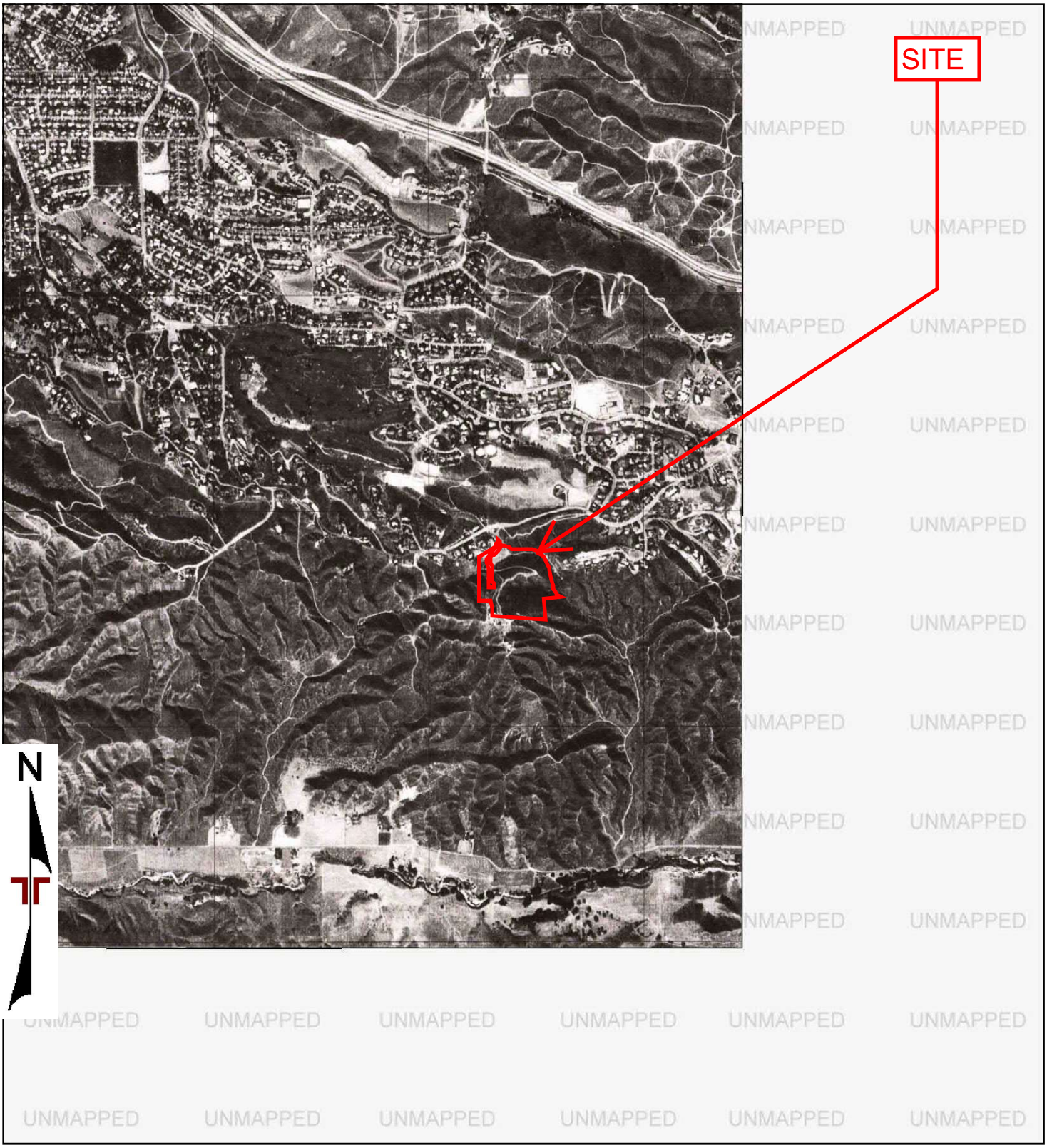


TP, Redlands, 1980, 7.5-minute
NE, Yucaipa, 1980, 7.5-minute
SE, El Casco, 1979, 7.5-minute
SW, Sunnymead, 1980, 7.5-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1979, 1980 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn by: SHC	Scale: As Shown		
Checked by: LSH	File Name:		
Approved by: CA	Date: 1979, 1980		2159 of 2362

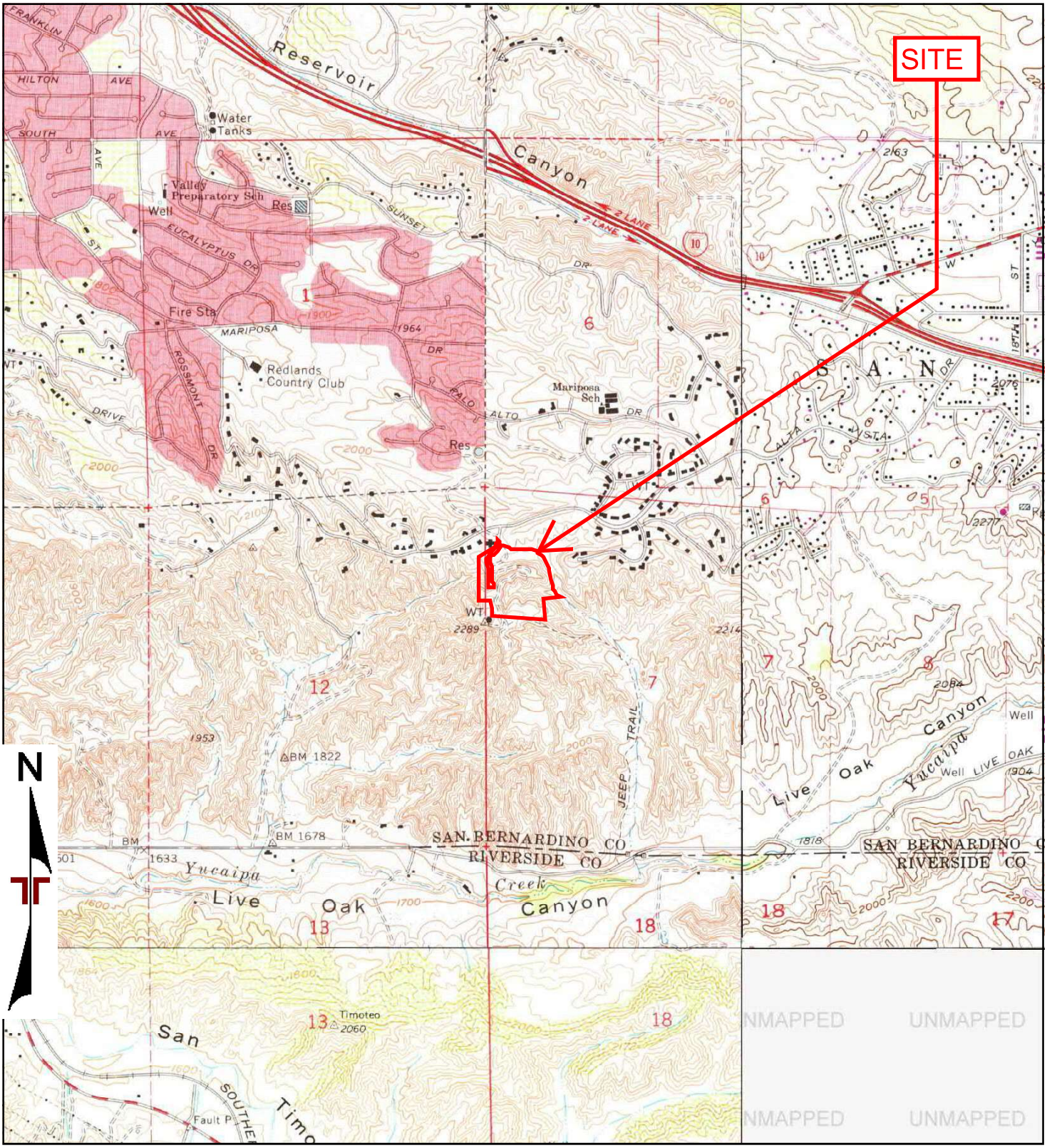
Appendix C



TP, Redlands, 1975, 7.5-minute

0 Miles 0.25 0.5 1 1.5

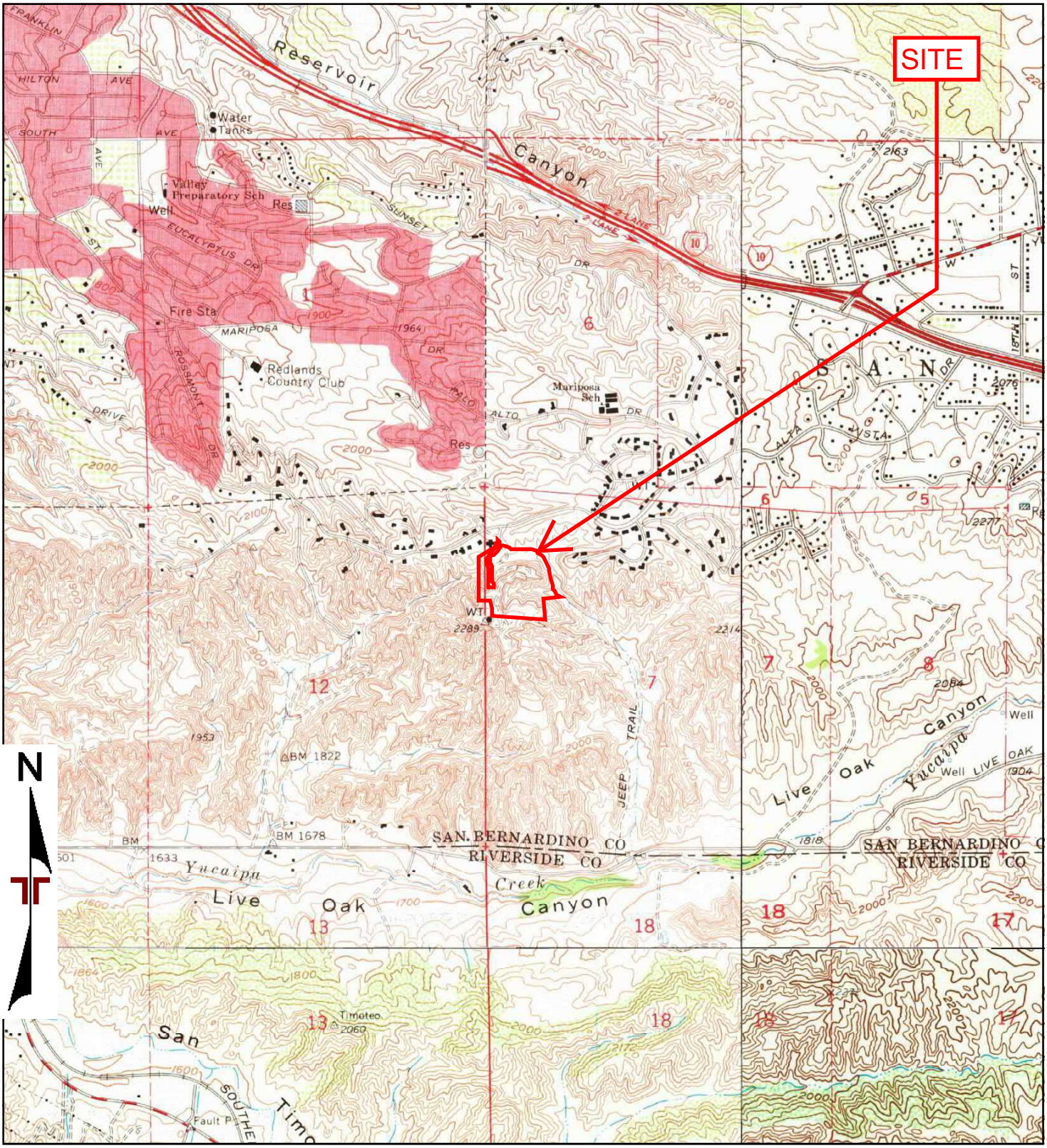
Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1975 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn by: SHC	Scale: As Shown			
Checked by: LSH	File Name:			
Approved by: CA	Date: 1975			



TP, Redlands, 1973, 7.5-minute
NE, Yucaipa, 1973, 7.5-minute
SW, Sunnymead, 1973, 7.5-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1973 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373 2161 of 2362	Appendix C
Drawn by: SHC	Scale: As Shown			
Checked by: LSH	File Name:			
Approved by: CA	Date: 1973			

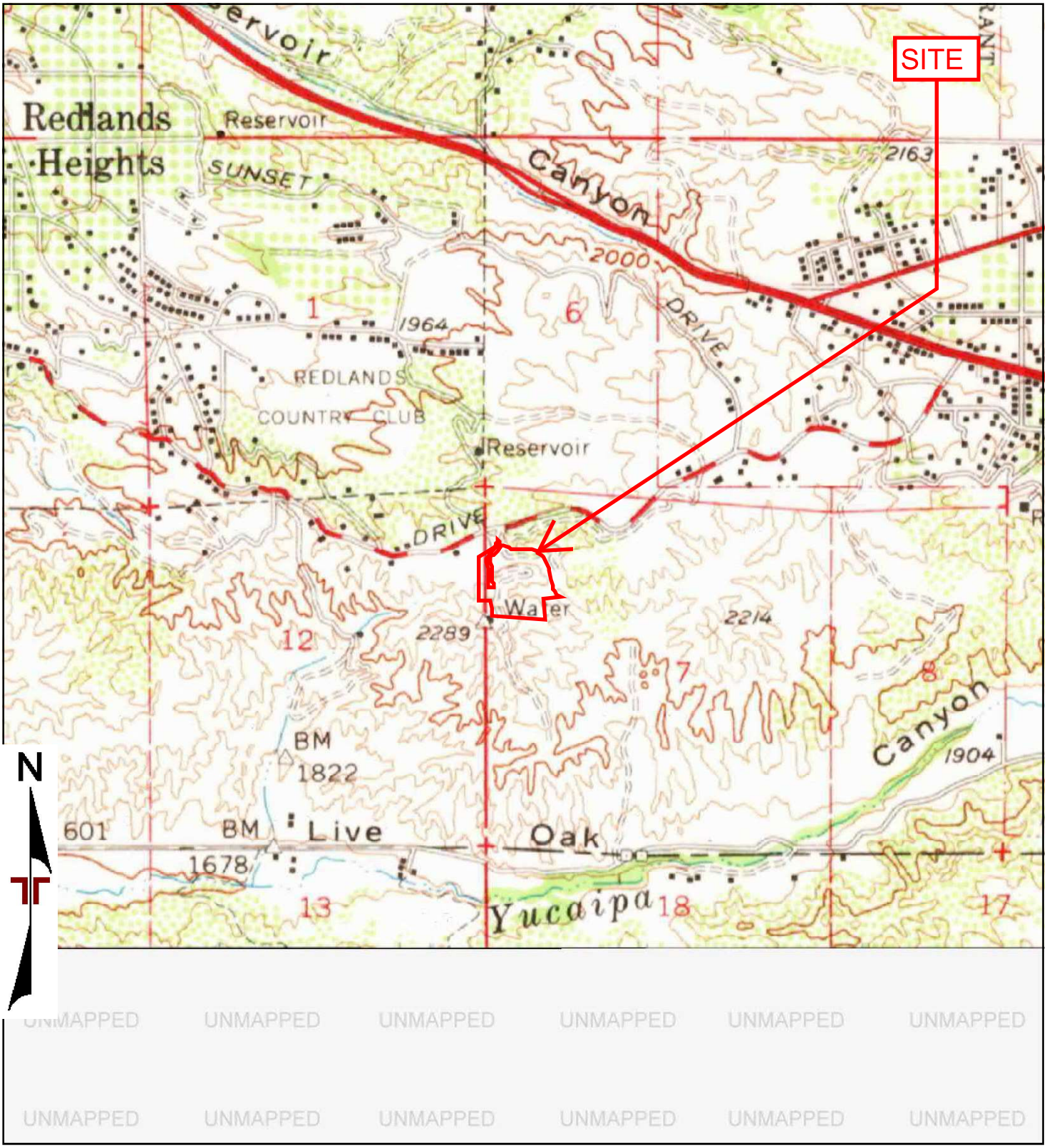


TP, Redlands, 1967, 7.5-minute
NE, Yucaipa, 1967, 7.5-minute
SE, El Casco, 1967, 7.5-minute
SW, Sunnymead, 1967, 7.5-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1967 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn by: SHC	Scale: As Shown		
Checked by: LSH	File Name:		
Approved by: CA	Date: 1967		2162 of 2362

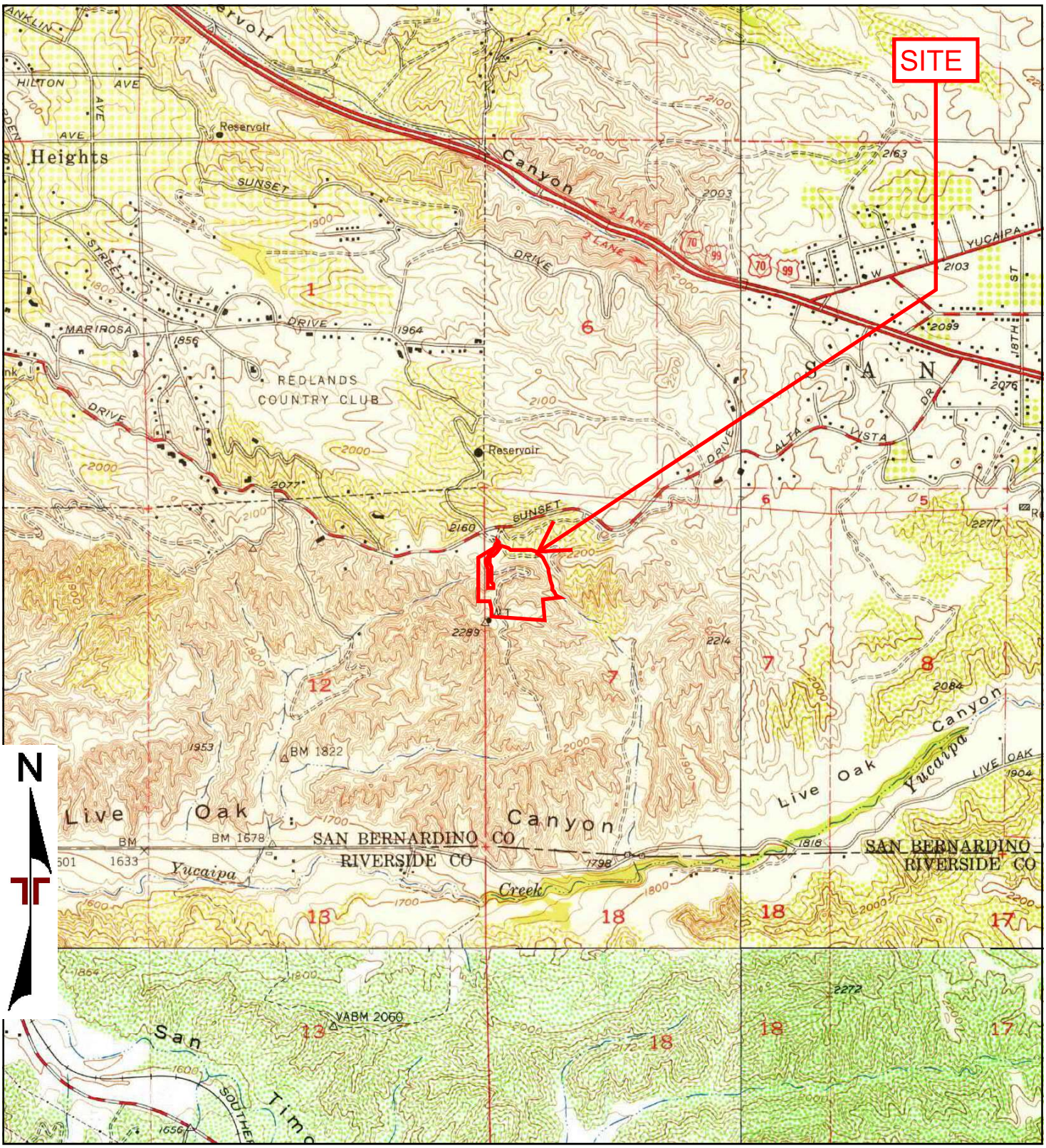
Appendix C



TP, Redlands, 1954, 15-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1954 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn by: SHC	Scale: As Shown			
Checked by: LSH	File Name:			
Approved by: CA	Date: 1954			



TP, Redlands, 1954, 7.5-minute
NE, Yucaipa, 1954, 7.5-minute
SE, El Casco, 1953, 7.5-minute
SW, Sunnymead, 1953, 7.5-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1953, 1954 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373 2164 of 2362	Appendix C
Drawn by: SHC	Scale: As Shown			
Checked by: LSH	File Name:			
Approved by: CA	Date: 1953, 1954			



TP, Redlands, 1901, 15-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1901 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix
Drawn by: SHC	Scale: As Shown			C
Checked by: LSH	File Name:			
Approved by: CA	Date: 1901		2165 of 2362	



TP, Redlands, 1899, 15-minute

0 Miles 0.25 0.5 1 1.5

Project Manager: JSV	Project No. CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1899 TOPOGRAPHIC MAP Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn by: SHC	Scale: As Shown		
Checked by: LSH	File Name:		
Approved by: CA	Date: 1899		

Appendix C

Macknet Property

South of Helen Drive

Redlands, San Bernardino County, California 92373

Inquiry Number: 6867268.8

February 22, 2022

The EDR Aerial Photo Decade Package

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

02/22/22

Site Name:

Macknet Property
South of Helen Drive
Redlands, CA 92373
EDR Inquiry # 6867268.8

Client Name:

Terracon
1355 East Cooley Drive
Colton, CA 92324
Contact: Laura Hedman

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

Year	Scale	Details	Source
2016	1"=500'	Flight Year: 2016	USDA/NAIP
2012	1"=500'	Flight Year: 2012	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
2002	1"=500'	Acquisition Date: January 01, 2002	USGS/DOQQ
1995	1"=500'	Acquisition Date: January 01, 1995	USGS/DOQQ
1989	1"=500'	Flight Date: August 15, 1989	USDA
1985	1"=500'	Flight Date: July 28, 1985	USDA
1978	1"=500'	Flight Date: September 20, 1978	USDA
1975	1"=500'	Flight Date: August 01, 1975	USGS
1967	1"=500'	Flight Date: July 15, 1967	USDA
1961	1"=500'	Flight Date: June 14, 1961	USDA
1959	1"=500'	Flight Date: October 15, 1959	USDA
1953	1"=500'	Flight Date: February 16, 1953	USDA
1949	1"=500'	Flight Date: May 23, 1949	USDA
1938	1"=500'	Flight Date: August 09, 1938	USDA

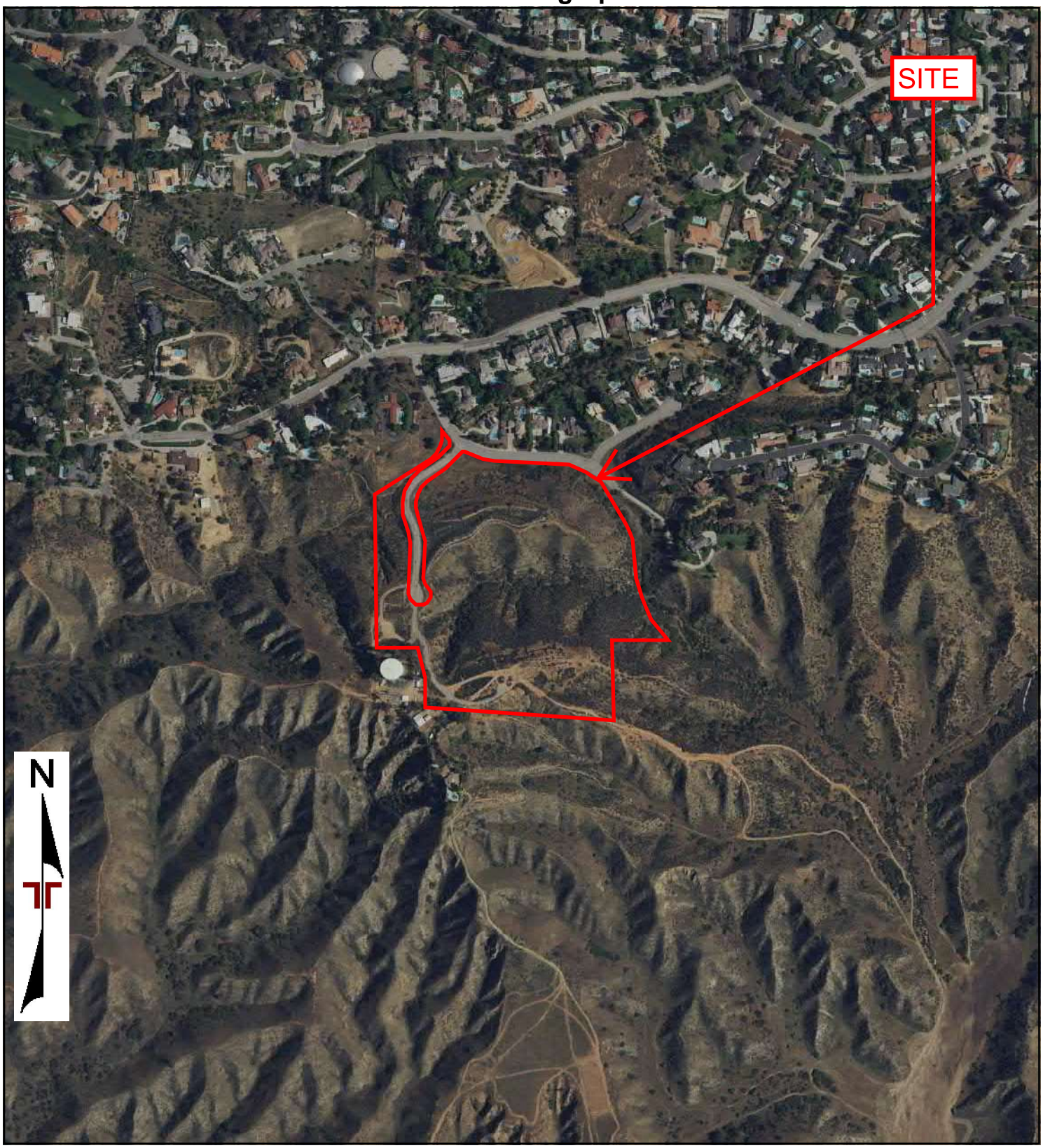
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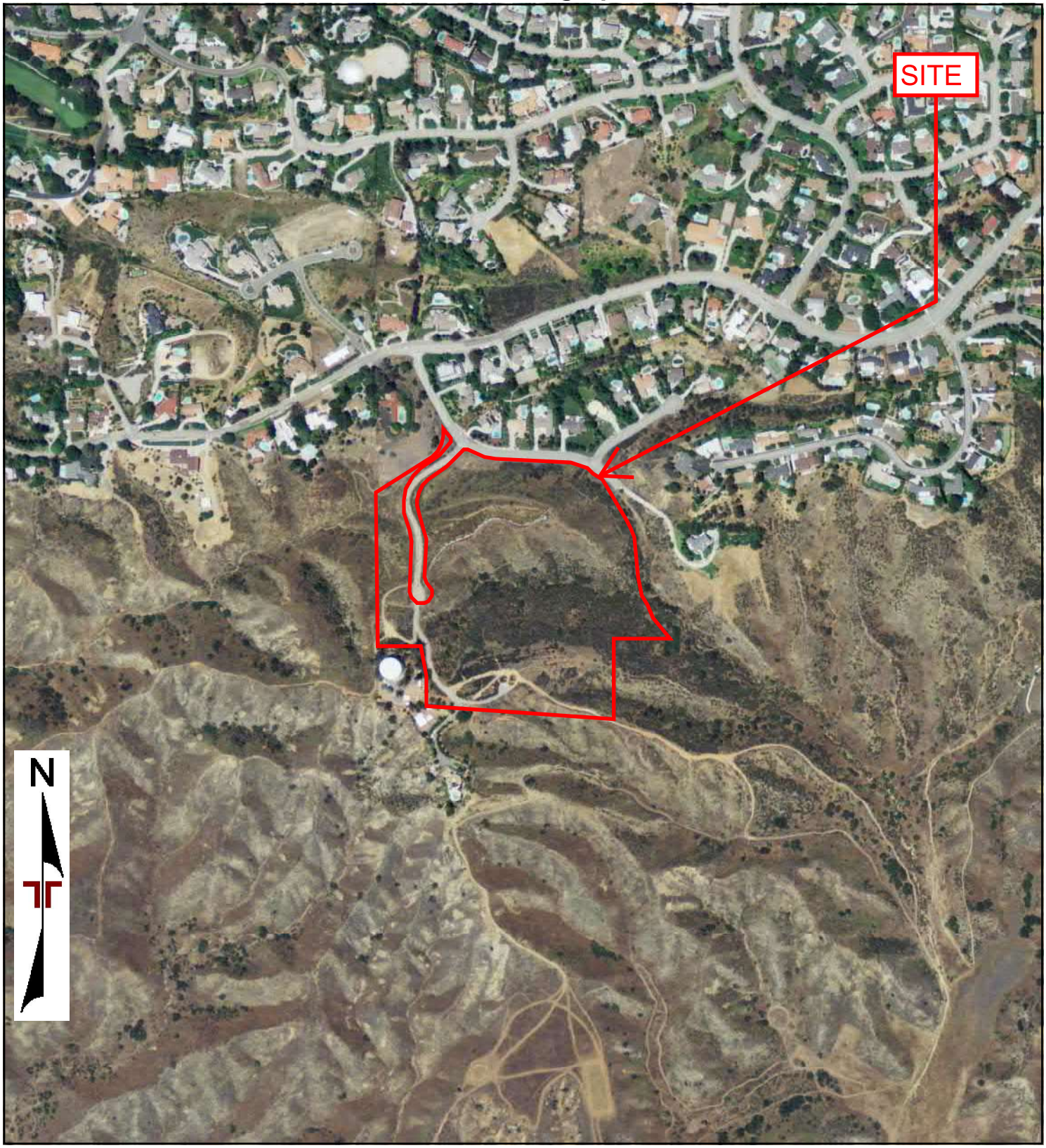
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0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2016 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By: CA	Date: 2016		

Appendix C



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2012 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn By: SHC	Scale: As Shown			
Checked By: LSH	File Name:			
Approved By:	Date:			

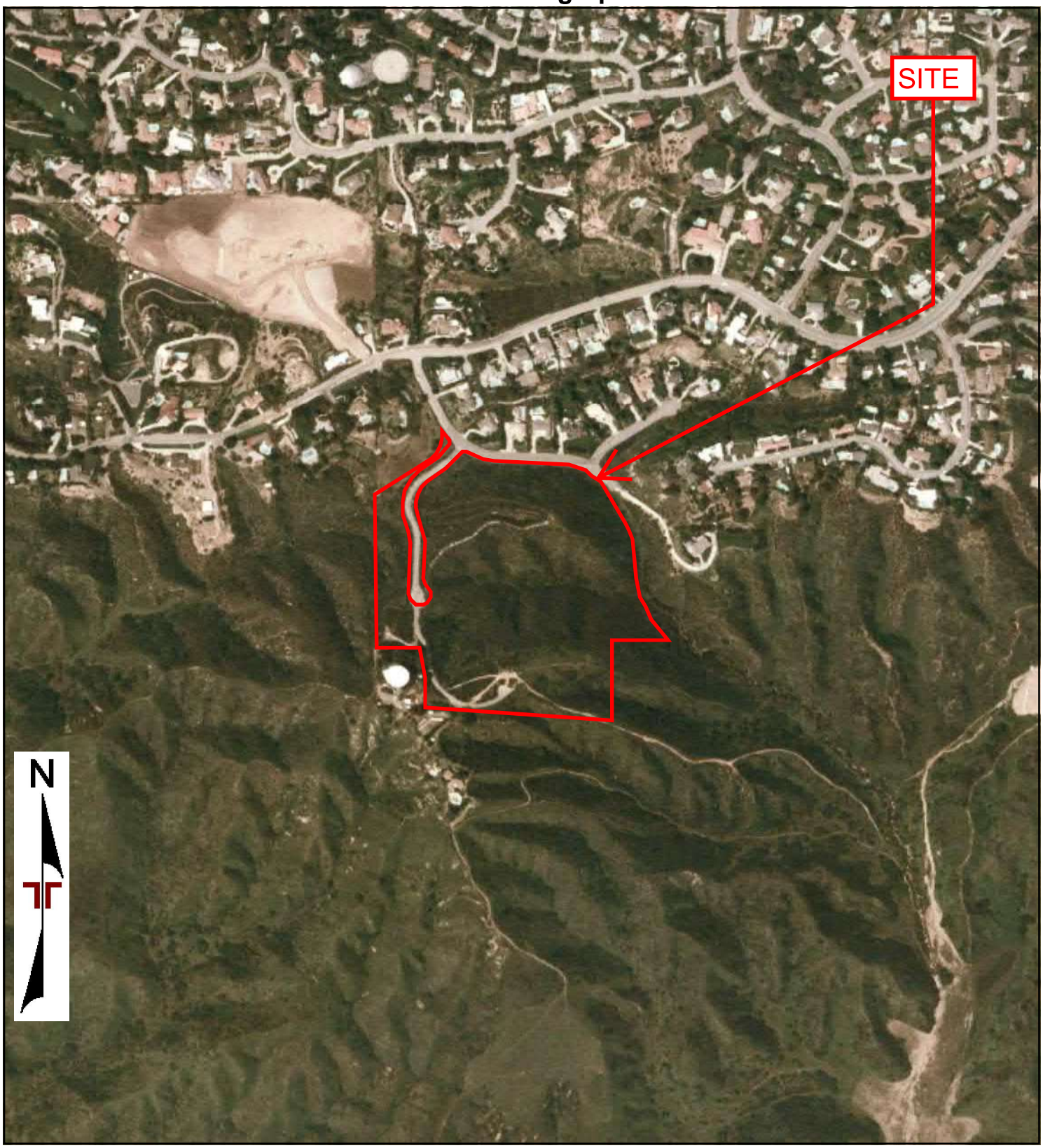


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Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2009 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By: CA	Date: 2009		

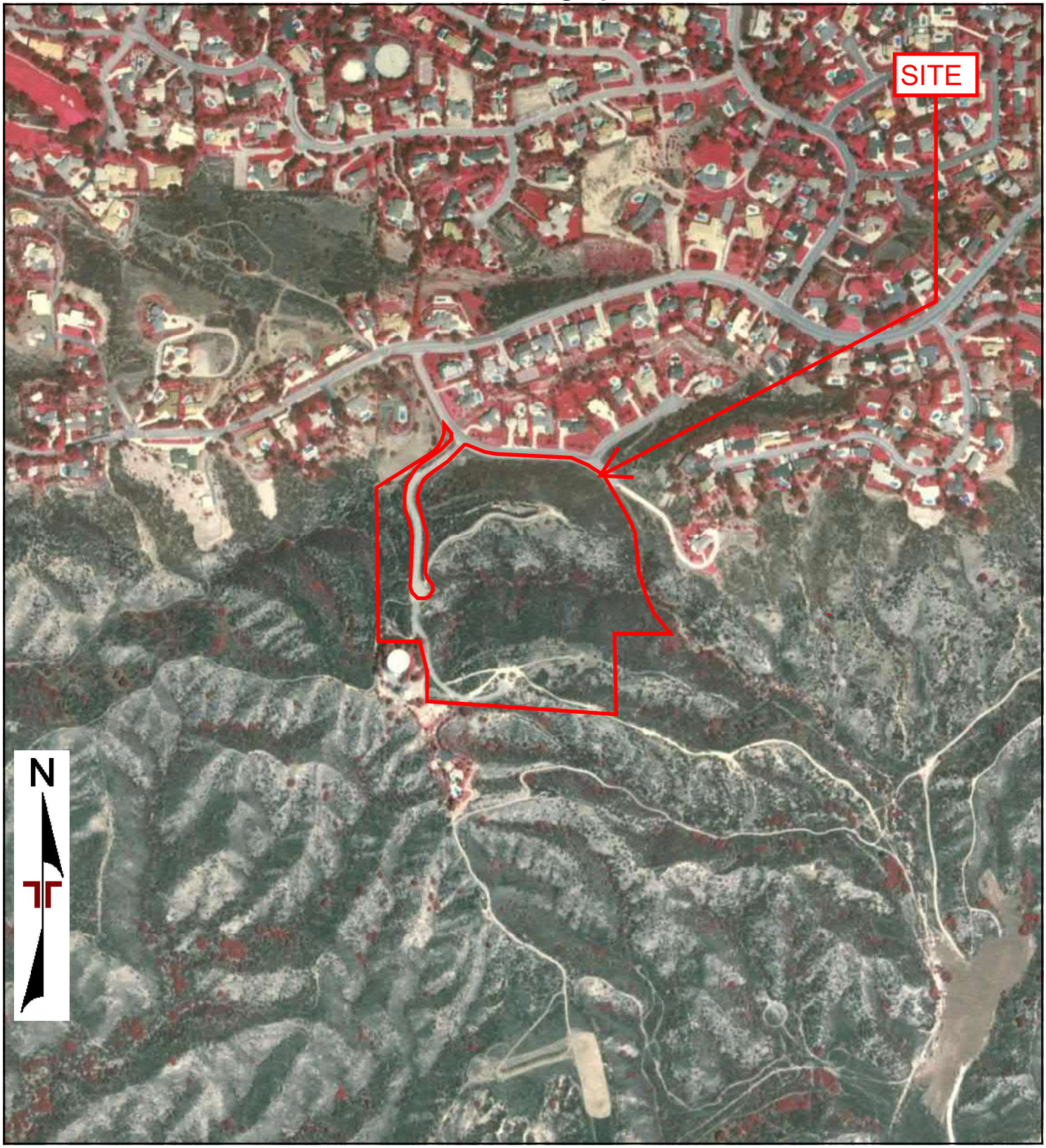
Appendix C

Redlands Regular meeting of 07-16-24
2171 of 2362



0 Feet 500 1000 2000

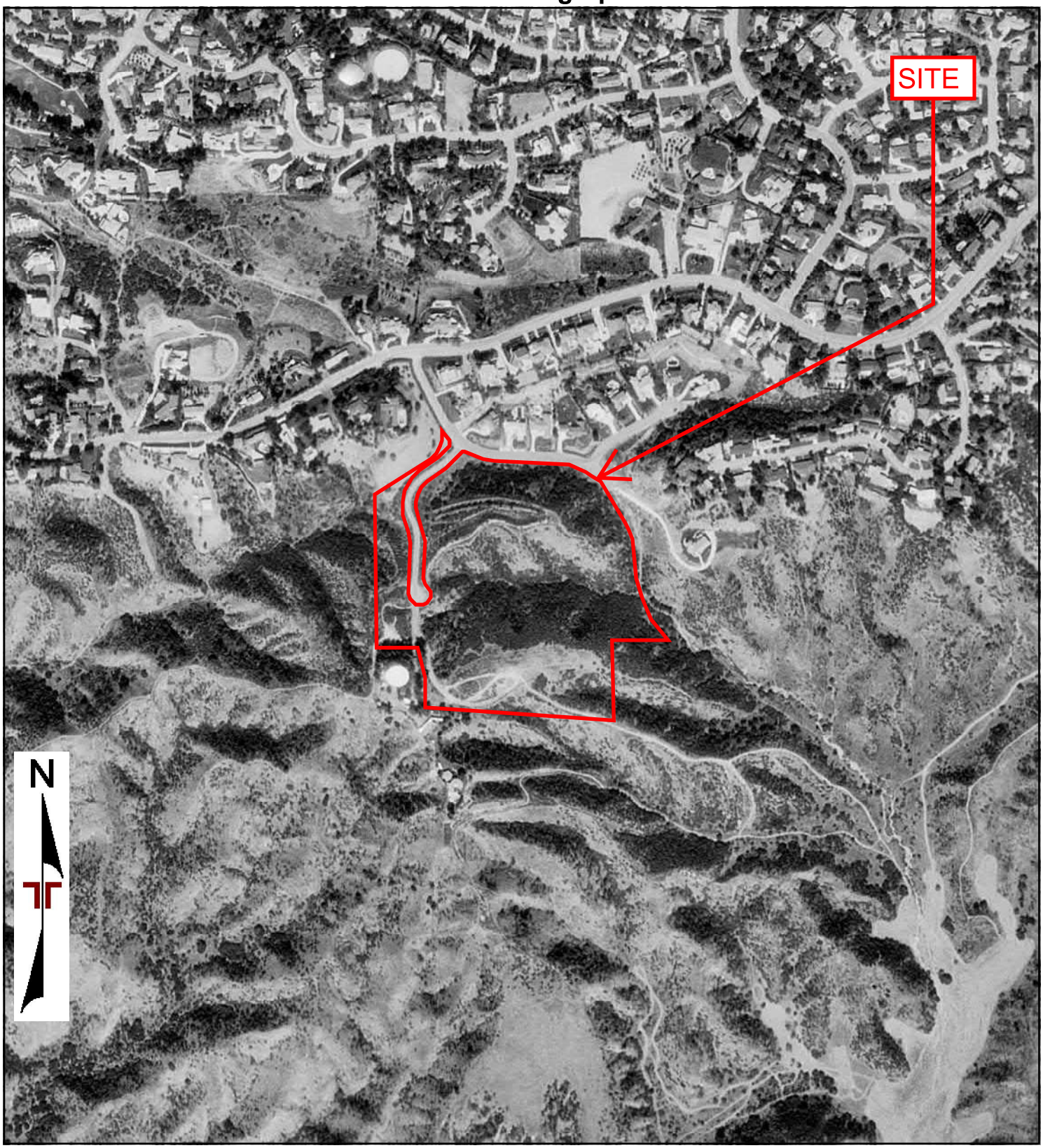
Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2006 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix
Drawn By: SHC	Scale: As Shown			C
Checked By: LSH	File Name:			
Approved By: CA	Date: 2006		2172 of 2362	



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	2002 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn By: SHC	Scale: As Shown			
Checked By: LSH	File Name:			
Approved By:	Date:			

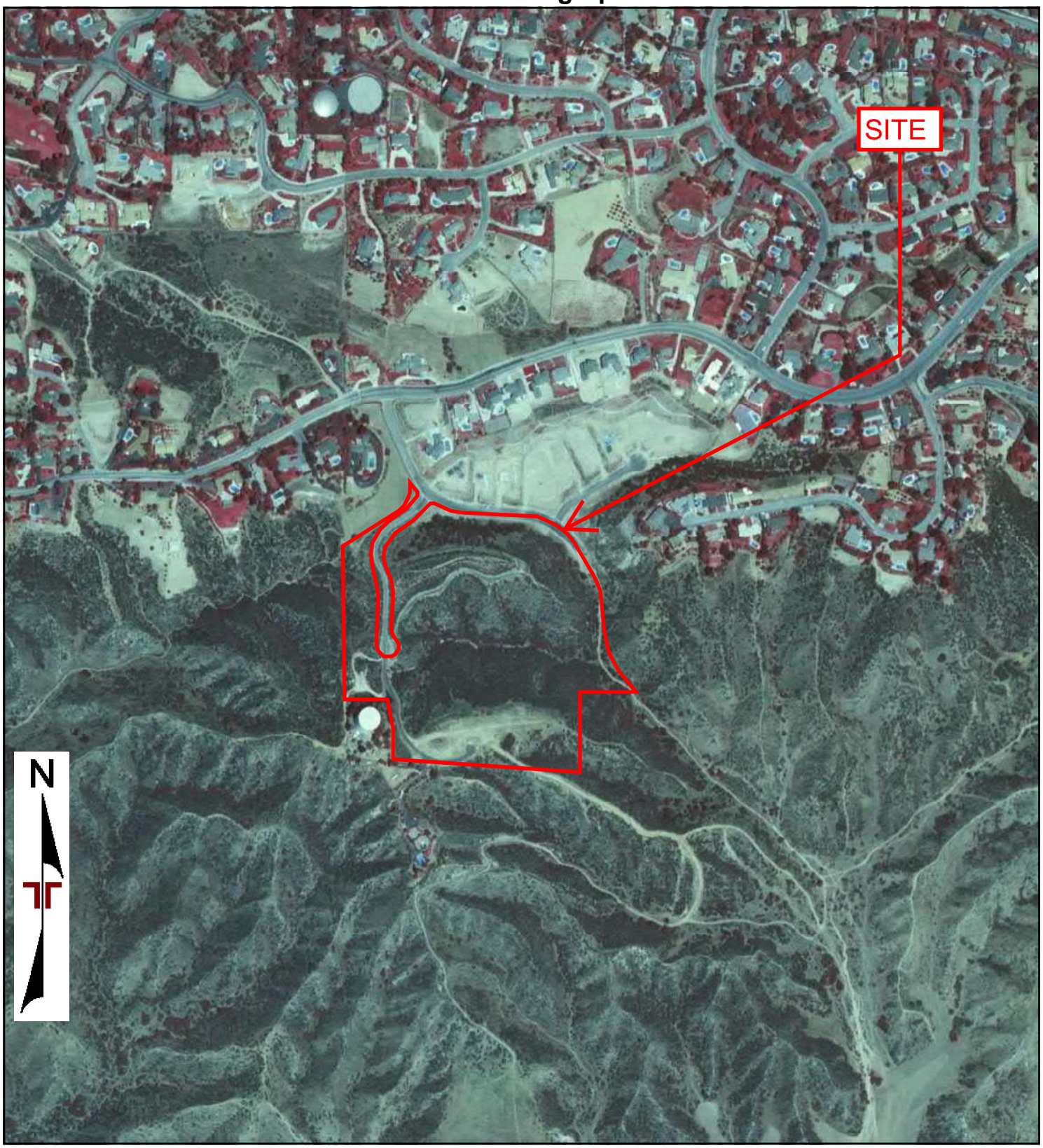
CA Redlands Regular meeting of 07-16-24 2173 of 2362



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1995 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix
Drawn By: SHC	Scale: As Shown			C
Checked By: LSH	File Name:			
Approved By:	Date:			

CA Redlands Regular meeting of 07-16-24 2174 of 2362

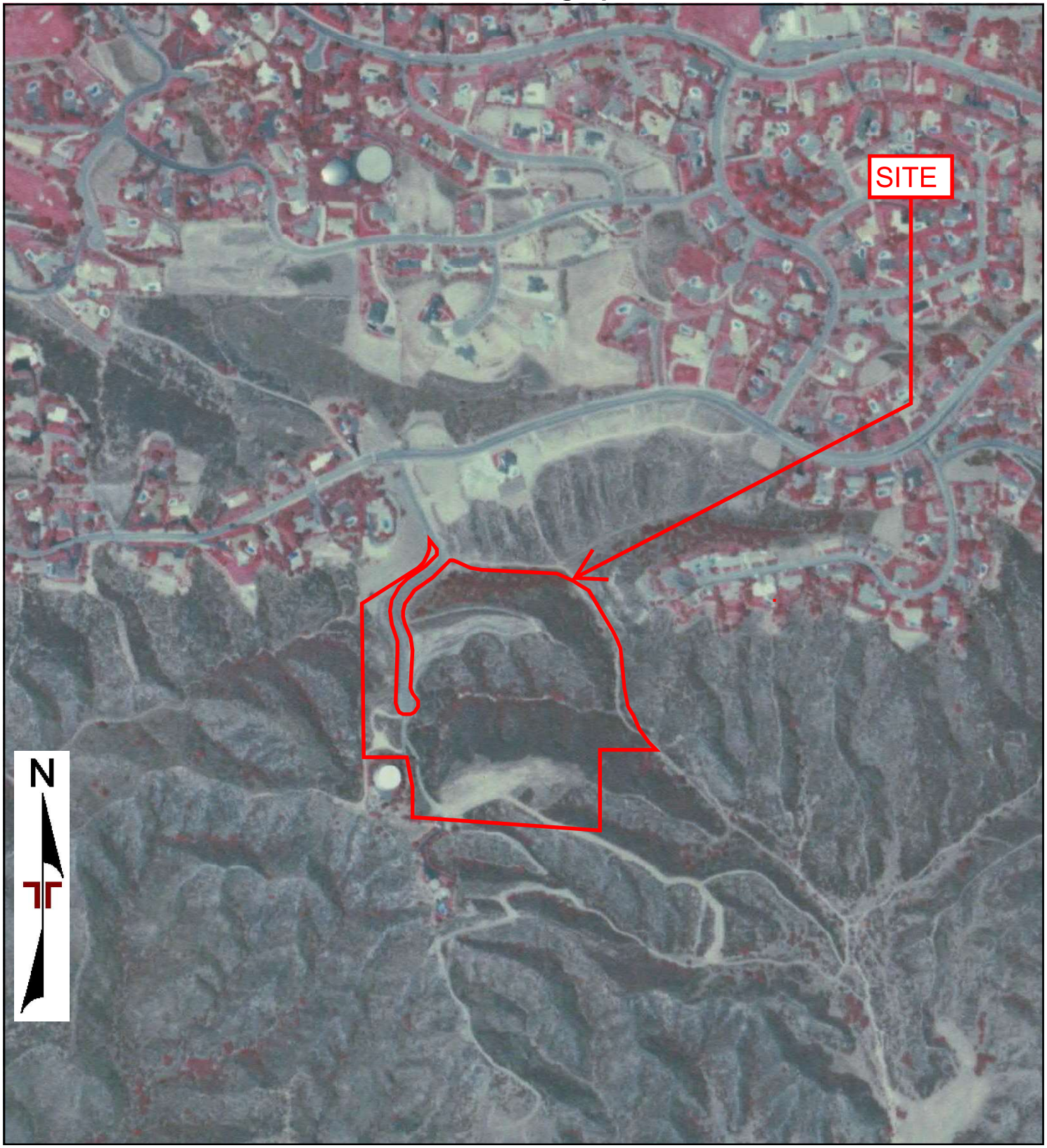


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Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1989 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By: CA	Date: 1989		

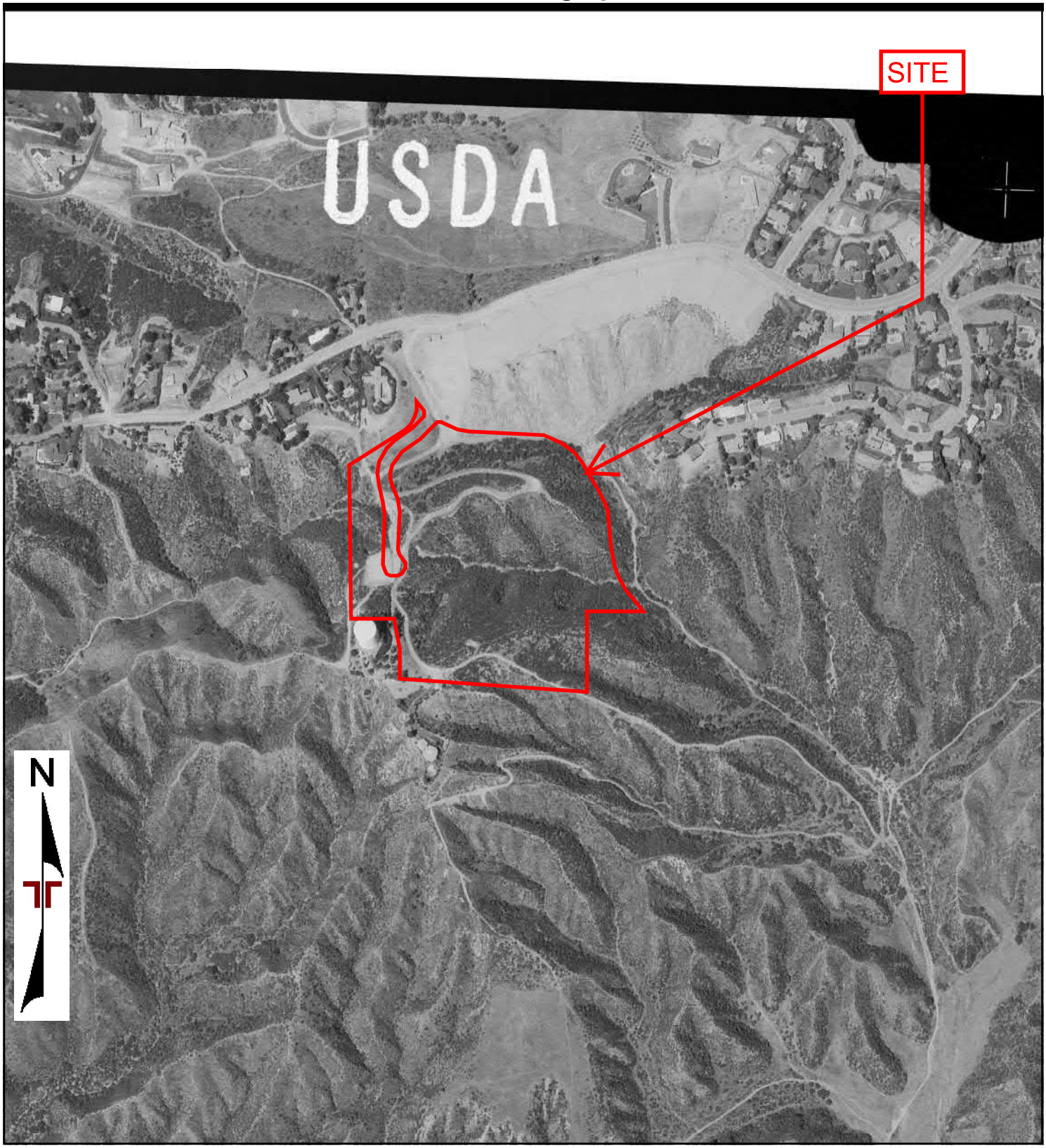
Appendix C

Redlands Regular meeting of 07-16-24
2175 of 2362



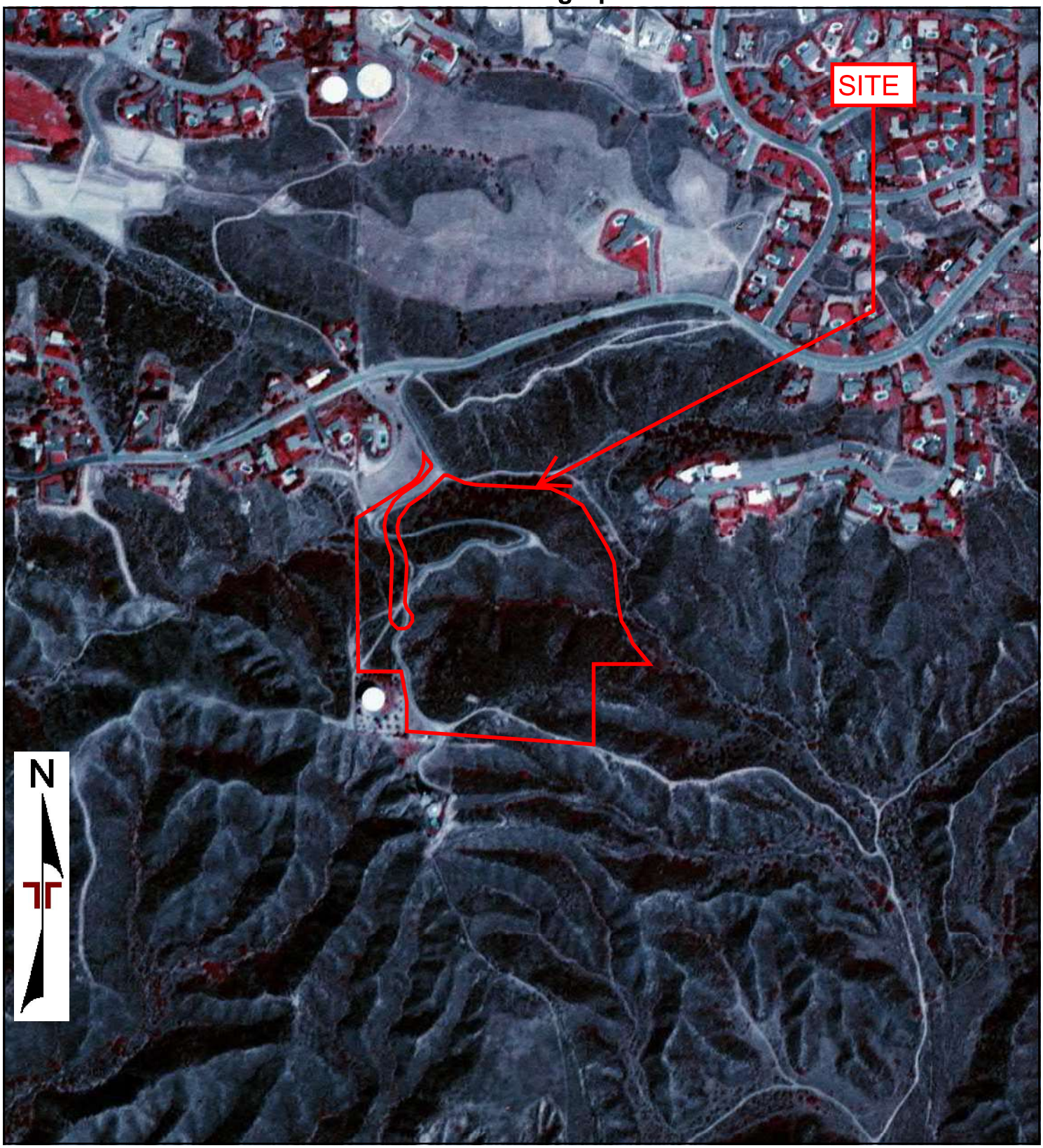
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Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1985 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn By: SHC	Scale: As Shown			
Checked By: LSH	File Name:			
Approved By: CA	Date: 1985			



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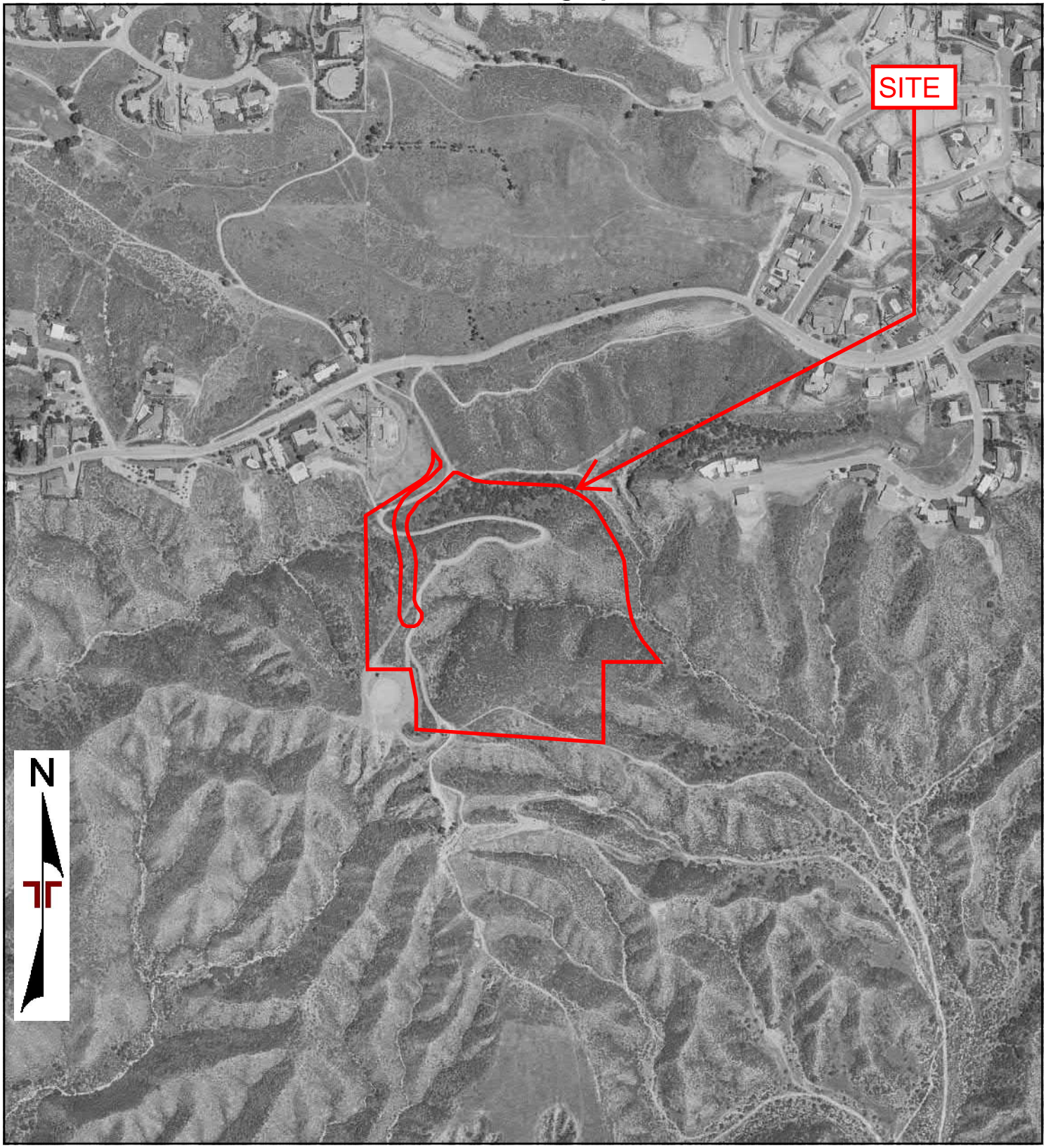
Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1978 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix
Drawn By: SHC	Scale: As Shown			C
Checked By: LSH	File Name:			
Approved By:	Date:			



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1975 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373	Appendix C
Drawn By: SHC	Scale: As Shown			
Checked By: LSH	File Name:			
Approved By:	Date:			

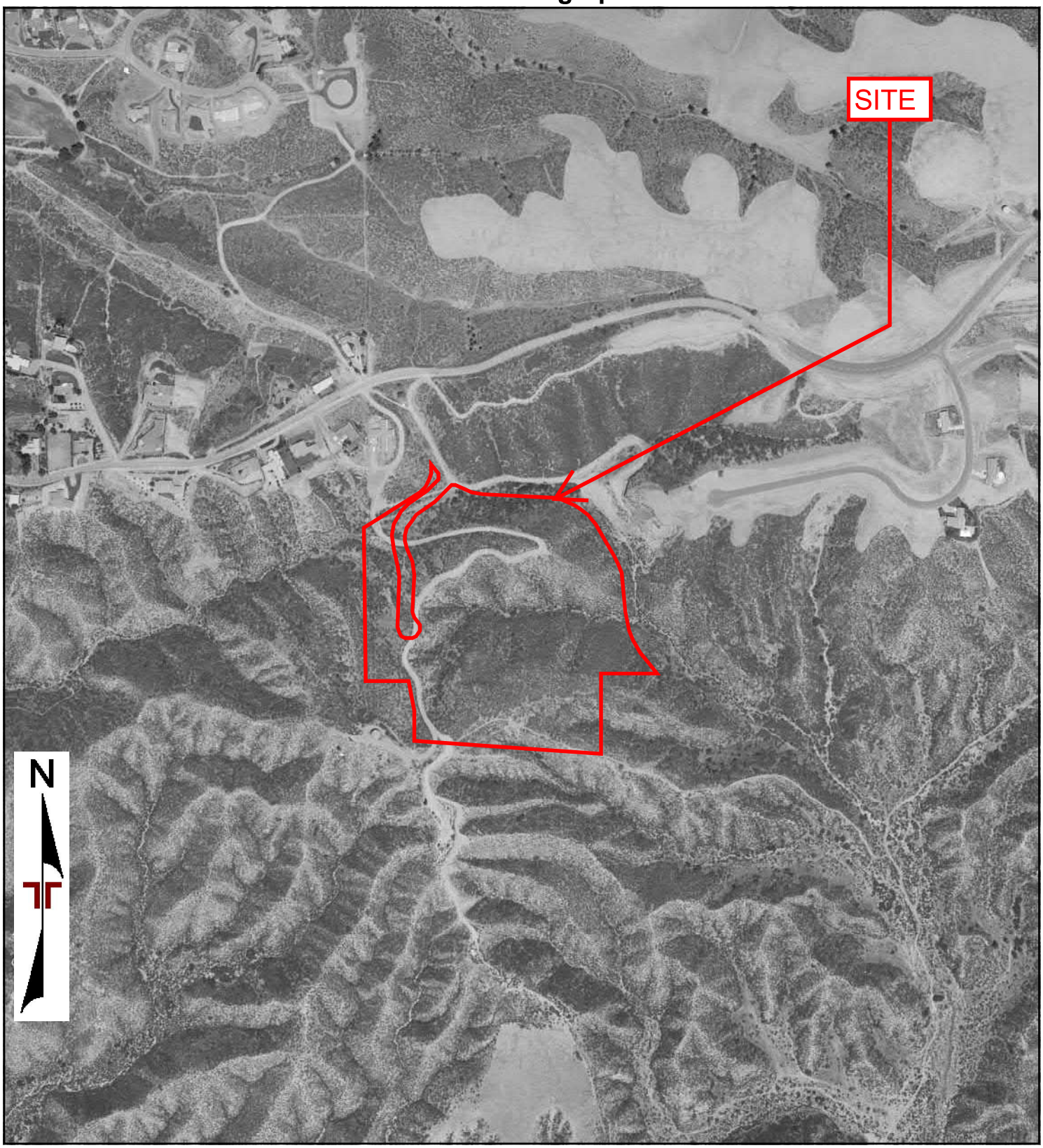
CA Redlands Regular meeting of 07-16-24 2178 of 2362



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon	1967 AERIAL PHOTOGRAPH
Drawn By: SHC	Scale: As Shown	1355 East Cooley Drive	Macknet Property
Checked By: LSH	File Name:	Colton, California 92324	South of Helen Drive
Approved By:	Date: 1967		Redlands, San Bernardino County, California 92373

Appendix C

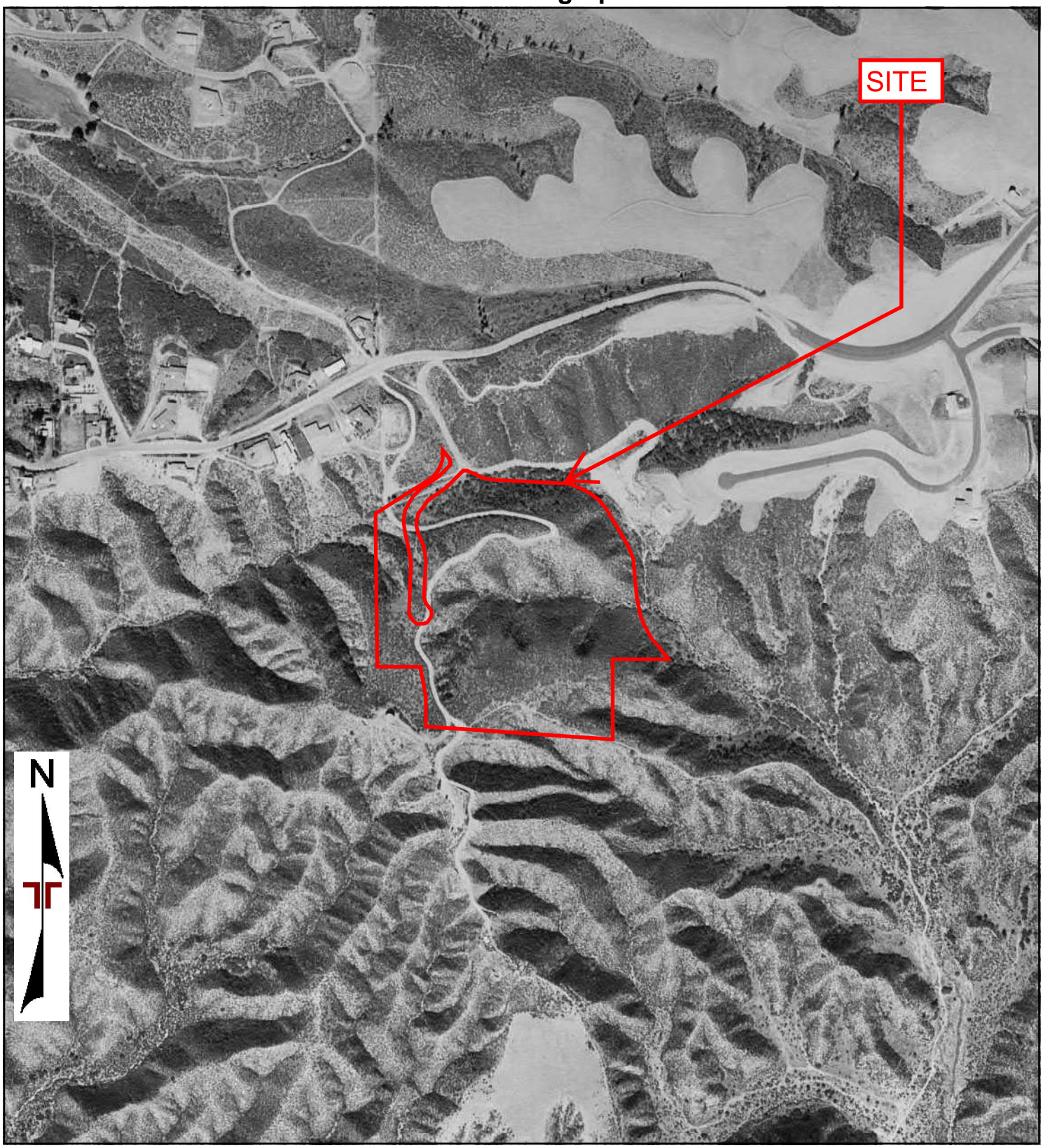


0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1961 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By:	Date: 1961		

Appendix C

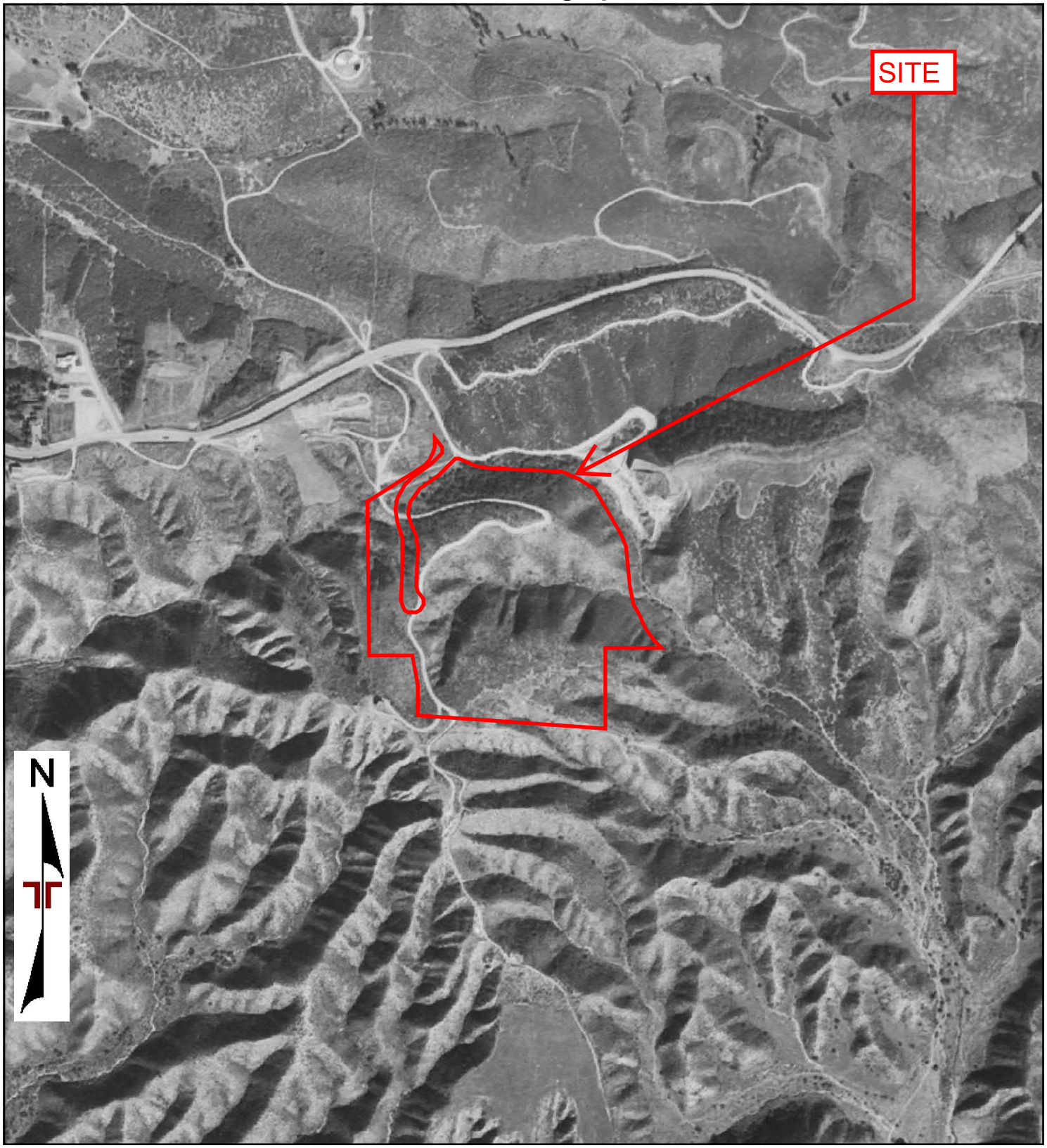
CA Redlands Regular meeting of 07-16-24 2180 of 2362



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1959 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By:	Date: 1959		

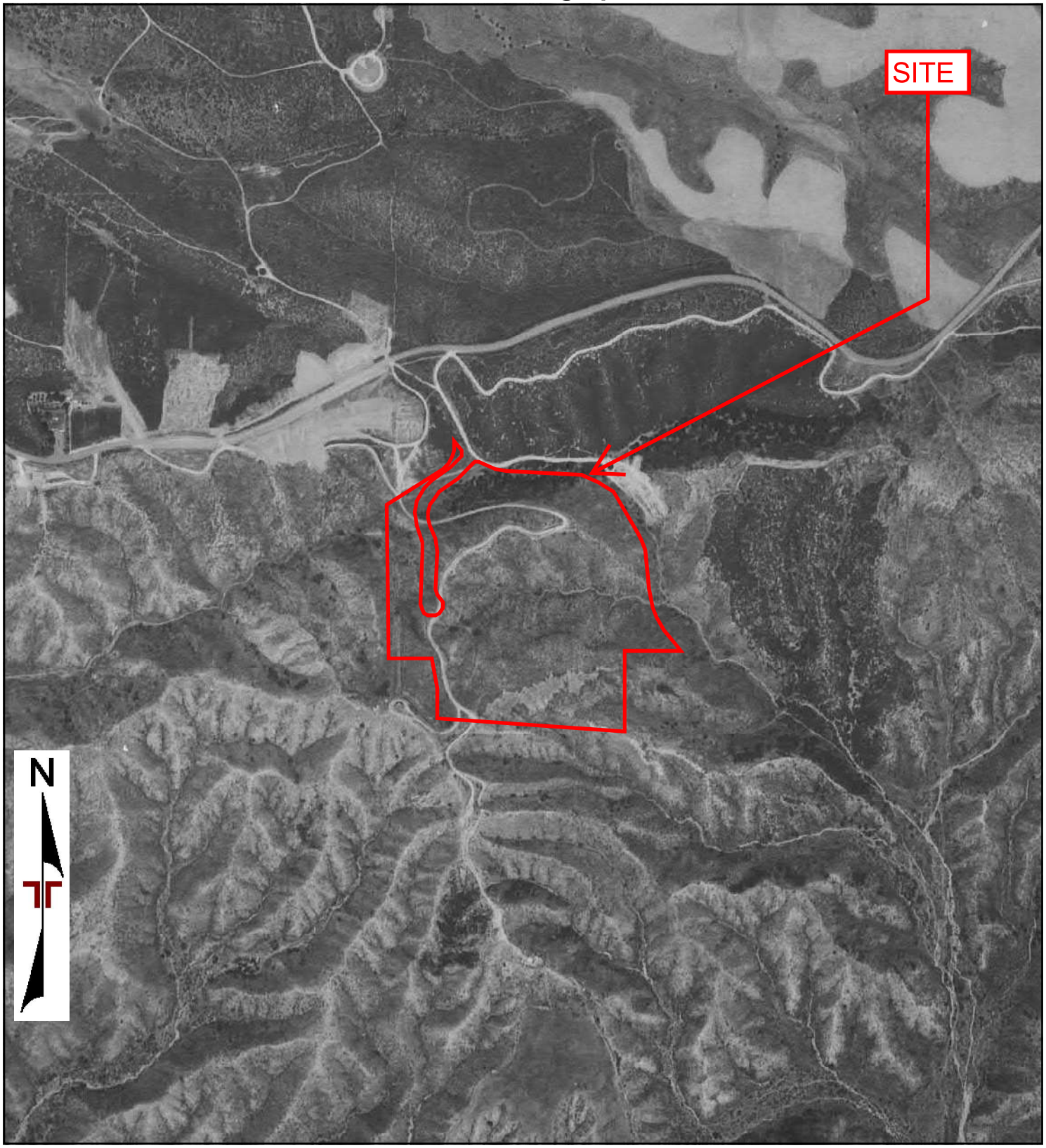
Appendix C



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1953 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By:	Date: 1953		

Appendix C



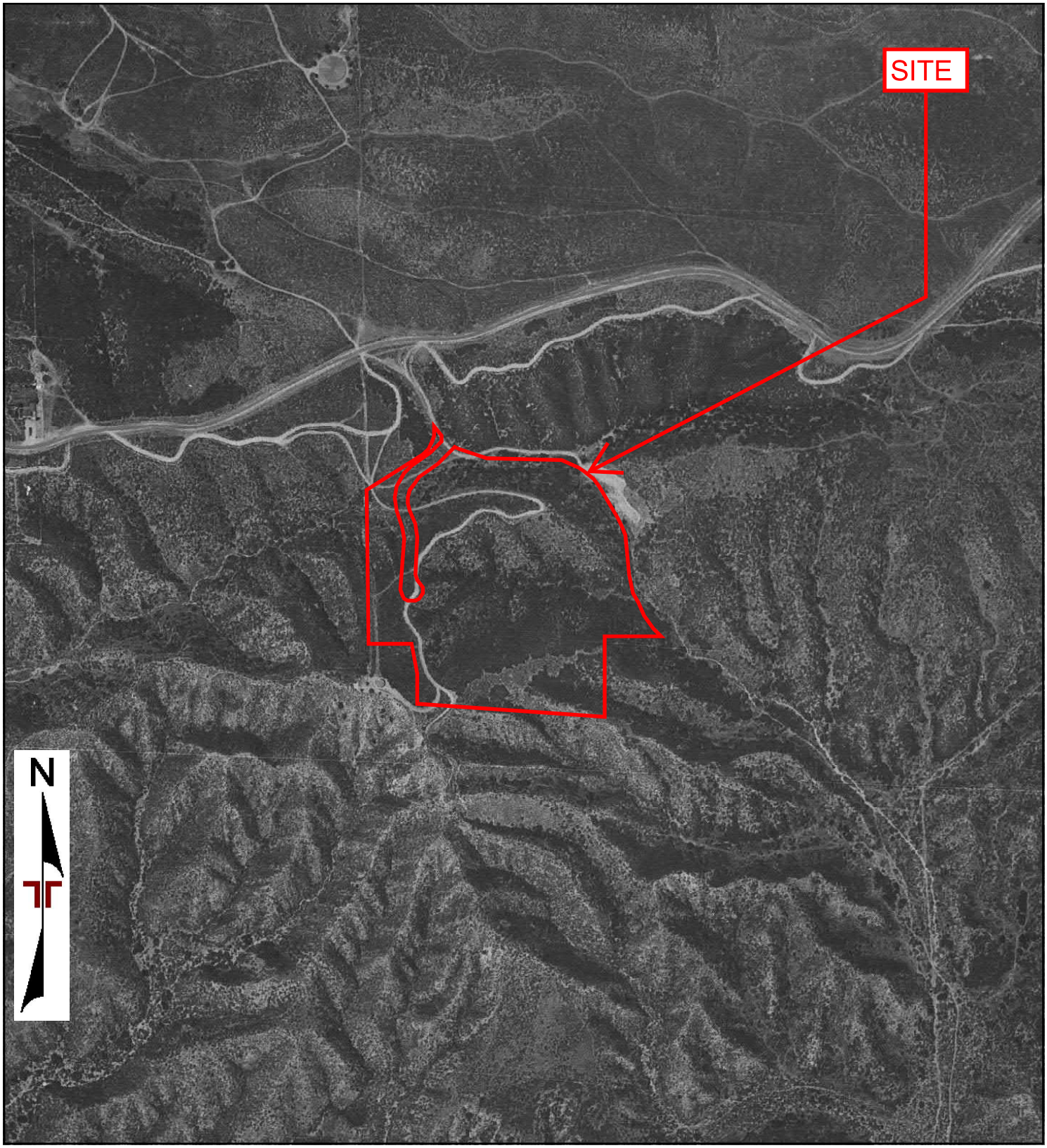
0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1949 AERIAL PHOTOGRAPHY Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By: CA	Date: 1949		

Redlands Regular meeting of 07-16-24

2183 of 2362

Appendix C



0 Feet 500 1000 2000

Project Manager: JSV	Project No: CB227029	Terracon 1355 East Cooley Drive Colton, California 92324	1938 AERIAL PHOTOGRAPH Macknet Property South of Helen Drive Redlands, San Bernardino County, California 92373
Drawn By: SHC	Scale: As Shown		
Checked By: LSH	File Name:		
Approved By: CA	Date: 1938		

Appendix C

Macknet Property
South of Helen Drive

Redlands, San Bernardino County, California 92373

Inquiry Number: 6867268.5

February 23, 2022

The EDR-City Directory Image Report

EDR® Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction orforecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RECORD SOURCES

EDR's Digital Archive combines historical directory listings from sources such as Cole Information and Dun & Bradstreet. These standard sources of property information complement and enhance each other to provide a more comprehensive report.

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Data by infoUSA®

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RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

Year	Target Street	Cross Street	Source
2017	☑	☑	EDR Digital Archive
2014	☑	☐	EDR Digital Archive
2010	☑	☐	EDR Digital Archive
2005	☑	☐	EDR Digital Archive
2000	☑	☐	EDR Digital Archive
1995	☑	☐	EDR Digital Archive
1992	☑	☐	EDR Digital Archive
1986	☐	☐	Haines Criss-Cross Directory
1980	☐	☐	Haines Criss-Cross Directory
1976	☐	☐	Haines Criss-Cross Directory
1971	☐	☐	Haines Criss-Cross Directory
1965	☐	☐	Luskey Brothers & Co. Publications

FINDINGS

TARGET PROPERTY STREET

South of Helen Drive
Redlands, CA 92373

Year	CD Image	Source	
HELEN DR			
2017	pg A2	EDR Digital Archive	
2014	pg A3	EDR Digital Archive	
2010	pg A4	EDR Digital Archive	
2005	pg A5	EDR Digital Archive	
2000	pg A6	EDR Digital Archive	
1995	pg A7	EDR Digital Archive	
1992	pg A8	EDR Digital Archive	
1986	-	Haines Criss-Cross Directory	Street not listed in Source
1980	-	Haines Criss-Cross Directory	Street not listed in Source
1976	-	Haines Criss-Cross Directory	Street not listed in Source
1971	-	Haines Criss-Cross Directory	Street not listed in Source
1965	-	Luskey Brothers & Co. Publications	Street not listed in Source

FINDINGS

CROSS STREETS

Year	*CD Image*	*Source*	
HELEN CT			
2017	pg. A1	EDR Digital Archive	
2014	-	EDR Digital Archive	Street not listed in Source
2010	-	EDR Digital Archive	Street not listed in Source
2005	-	EDR Digital Archive	Street not listed in Source
2000	-	EDR Digital Archive	Street not listed in Source
1995	-	EDR Digital Archive	Street not listed in Source
1992	-	EDR Digital Archive	Street not listed in Source
1986	-	Haines Criss-Cross Directory	Street not listed in Source
1980	-	Haines Criss-Cross Directory	Street not listed in Source
1976	-	Haines Criss-Cross Directory	Street not listed in Source
1971	-	Haines Criss-Cross Directory	Street not listed in Source
1965	-	Luskey Brothers & Co. Publications	Street not listed in Source

City Directory Images

Target Street	Cross Street	Source
-	✓	EDR Digital Archive

HELEN CT 2017

31280 CITY OF REDLANDS

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

HELEN DR 2017

13039 SLAYYEH, YASER A
13063 RUNGCHARASSAENG, KITICHAI
13087 RICHEY, MARK A
13151 JUTZY, KENNETH R

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

HELEN DR 2014

13039	SLAYYEH, YASER A
13051	BRICKLEY, TOM M
13063	LINDEMER, CURTIS A
13075	FARRIS, TERRY A
13087	RICHEY, MARK A
13151	JUTZY, KENNETH R

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

HELEN DR 2010

13039 OCCUPANT UNKNOWN,
13051 BRICKLEY, TOM M
13075 FARRIS, TERRY A
13087 RICHEY, MARK A
13151 JUTZY, KENNETH R

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

HELEN DR 2005

13039 SLAYYEH, YASER A
13051 FAIRCHILD, JAMES L
13063 LINDEMER, CURTIS A
13075 FARRIS, TERRY A
13087 RICHEY, MARK A
13151 JUTZY, KENNETH R

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

HELEN DR 2000

13039 OCCUPANT UNKNOWN,
13051 OCCUPANT UNKNOWN,
13063 SILVERGLEID, ARTHUR J
13075 OCCUPANT UNKNOWN,
13087 RICHEY, MARK

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

HELEN DR 1995

13075 SALVESEN, JOHN A
13087 RICHEY, MARK

Target Street	Cross Street	Source
✓	-	EDR Digital Archive

HELEN DR 1992

13075 SALVESEN, JOHN A
13087 RICHEY, MARK A

Client/User Required Questionnaire

Person Completing Questionnaire	Name: Veronica Medina Company: City of Redlands Phone: (909) 798-7584 x 6 Email: vmedina@cityofredlands.org
Site Name	Macknet Property
Site Address	South of Helen Drive, Redlands, California
Point of Contact for Access	Name: Mark Macknet Company: Phone: (909) 363-6238 Email: mmacknet@mac.com
Access Restrictions or Special Site Requirements?	_X_No ___Yes (If yes, please explain)
Confidentiality Requirements?	_X_No ___Yes (If yes, please explain)
Current Site Owner	Name: Mark Macknet, Dale Macknet, Cathy Macknet Company: Phone: (909) 363-6238 (Mark)/ (909) 214-7771 (Cathy) Email: mmacknet@mac.com / dmacknet@gmail.com / cmacknet@hotmail.com
Current Site Operator	Name: See "Current Site Owner" Company: Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)	The City is looking into purchasing the site with the purpose of removing and replacing the existing water reservoir (white circle near the corner of property. The new reservoir will be placed within the subject property.
Anticipated Future Site Use	Reservoir location
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.

ASTM User Questionnaire

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must respond to the following questions. Failure to provide this information to the environmental professional may result in significant data gaps, which may limit our ability to identify recognized environmental conditions resulting in a determination that "all appropriate inquiry" is not complete. This form represents a type of interview and as such, the user has an obligation to answer all questions in good faith, to the extent of their actual knowledge.

1) Did a search of recorded land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.25)?
_X_No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)

2) Did a search of recorded land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state, or local law (40 CFR 312.26)?
_X_No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)

3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)?
_X_No ___Yes (If yes, explain below)

4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)?
_X_No ___Yes ___Not applicable (If yes or Not applicable, explain below)

5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)?
_X_No ___Yes (If yes, explain below)

6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of contamination at the site (40 CFR 312.31)?
_X_No ___Yes (If yes, explain below)

Comments or explanations:

Please return this form with the signed authorization to proceed. Proposal No. PCB227029

Redlands Regular meeting of 07-16-24

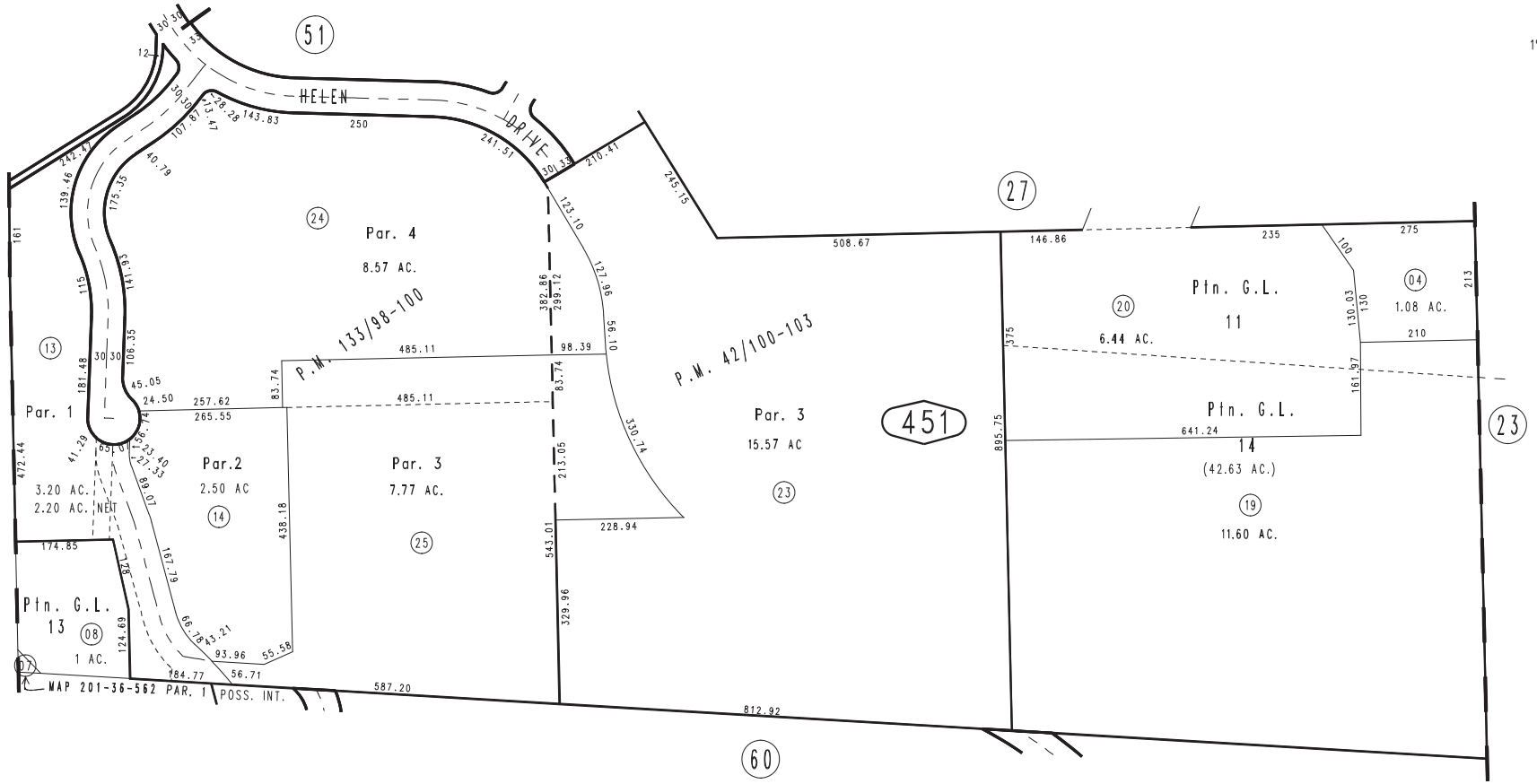
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. N.W.1/4, Sec. 7, T.2S., R.2W. S.B.M.

City of Redlands
Tax Rate Area
5011

0300 - 45

1"=200'



0294
14

Parcel Map No. 5422, P.M. 133/98-100
Ptn. Parcel Map No. 4750, P.M. 42/100-103

NOV. 1978

Assessor's Map
Book 0300 Page 45
San Bernardino County

REVISED
07/28/15 GW
07/31/15 GW
10/02/15 KC
10/21/15 KC

Property Information Management System

San Bernardino County

Office of the Assessor

OWNERSHIP HISTORY REPORT FOR PARCEL 0300-451-13-0000

Parcel	0300451130000
Parcel Status	ACTIVE
Parcel Type	REAL PROPERTY
Property ID	
Tax Status	ASSESSED BY COUNTY
Use Code	VACANT
Land Access	PUBLIC PAVED
Size	1.501 TO 3.500 ACRES
Land Type	SINGLE FAMILY RESIDENTIAL
District	SAN BERNARDINO
Resp Group	REAL PROPERTY
Resp Unit	RES ZONE(MAX 14 UTS)&USE EX HPC/MHM(1-14 UTS,CHURC

Ownership History

Owner Name: MACKNET, CATHY A

R/I	JOINT TENANCY
% Int	33.3333000
Type	OTHER OWNER
Acquisition Date	07/27/2020
Document Date	07/27/2020
Inactive Date	NONE

Document Numbers

20200256178

Owner Name: MACKNET, KENNETH D II

R/I	JOINT TENANCY
% Int	33.3333000
Type	BILLED OWNER
Acquisition Date	07/27/2020
Document Date	07/27/2020
Inactive Date	NONE

Document Numbers

20200256178

Owner Name: MACKNET, MARK R

R/I	JOINT TENANCY
% Int	33.3333000
Type	JOINT MAIL OWNER
Acquisition Date	07/27/2020
Document Date	07/27/2020
Inactive Date	NONE

Document Numbers

20200256178

Owner Name: MACKNET, ELAINE

R/I	SOLE OWNER
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	04/02/2018
Document Date	07/27/2020
Inactive Date	07/26/2020

Document Numbers

20200256177

Owner Name: MACKNET, ELAINE

R/I	SPOUSAL
% Int	50.0000000
Type	JOINT MAIL OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	07/26/2020

Document Numbers

20160185616

Owner Name: MACKNET, KENNETH D

R/I	SPOUSAL
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	04/01/2018

Document Numbers

20160185616

Owner Name: MACKNET, K D DEFINED BENEFIT PENSION

R/I	SOLE OWNER
% Int	100.0000000
Type	BILLED OWNER
Acquisition Date	02/20/1986
Document Date	03/01/1988
Inactive Date	05/11/2016

Document Numbers
8900000000000

Property Information Management System

San Bernardino County

Office of the Assessor

OWNERSHIP HISTORY REPORT FOR PARCEL 0300-451-14-0000

Parcel	0300451140000
Parcel Status	ACTIVE
Parcel Type	REAL PROPERTY
Property ID	
Tax Status	ASSESSED BY COUNTY
Use Code	VACANT
Land Access	PUBLIC PAVED
Size	1.501 TO 3.500 ACRES
Land Type	SINGLE FAMILY RESIDENTIAL
District	SAN BERNARDINO
Resp Group	REAL PROPERTY
Resp Unit	RES ZONE(MAX 14 UTS)&USE EX HPC/MHM(1-14 UTS,CHURC

Ownership History

Owner Name: MACKNET, CATHY A

R/I	JOINT TENANCY
% Int	33.3333000
Type	OTHER OWNER
Acquisition Date	07/27/2020
Document Date	07/27/2020
Inactive Date	NONE

Document Numbers

20200256180

Owner Name: MACKNET, KENNETH D II

R/I	JOINT TENANCY
% Int	33.3333000
Type	BILLED OWNER
Acquisition Date	07/27/2020
Document Date	07/27/2020
Inactive Date	NONE

Document Numbers

20200256180

Owner Name: MACKNET, MARK R

R/I	JOINT TENANCY
% Int	33.3333000
Type	JOINT MAIL OWNER
Acquisition Date	07/27/2020
Document Date	07/27/2020
Inactive Date	NONE

Document Numbers

20200256180

Owner Name: MACKNET, ELAINE

R/I	SOLE OWNER
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	04/02/2018
Document Date	07/27/2020
Inactive Date	07/26/2020

Document Numbers

20200256179

Owner Name: MACKNET, ELAINE

R/I	SPOUSAL
% Int	50.0000000
Type	JOINT MAIL OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	07/26/2020

Document Numbers

20160185615

Owner Name: MACKNET, KENNETH D

R/I	SPOUSAL
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	04/01/2018

Document Numbers

20160185615

Owner Name: MACKNET, K D DEFINED BENEFIT PENSION

R/I	SOLE OWNER
% Int	100.0000000
Type	BILLED OWNER
Acquisition Date	02/20/1986
Document Date	03/01/1988
Inactive Date	05/11/2016

Document Numbers
8900000000000

Property Information Management System

San Bernardino County

Office of the Assessor

OWNERSHIP HISTORY REPORT FOR PARCEL 0300-451-24-0000

Parcel	0300451240000
Parcel Status	ACTIVE
Parcel Type	REAL PROPERTY
Property ID	
Tax Status	ASSESSED BY COUNTY
Use Code	VACANT
Land Access	PUBLIC PAVED
Size	7.001 TO 14.000 ACRES
Land Type	SINGLE FAMILY RESIDENTIAL
District	SAN BERNARDINO
Resp Group	REAL PROPERTY
Resp Unit	RES ZONE(MAX 14 UTS)&USE EX HPC/MHM(1-14 UTS,CHURC

Ownership History

Owner Name: MACKNET, CATHY A

R/I	JOINT TENANCY
% Int	33.3333000
Type	OTHER OWNER
Acquisition Date	07/27/2020
Document Date	02/16/2021
Inactive Date	NONE

Document Numbers

20200256182
20210073621

Owner Name: MACKNET, KENNETH D II

R/I	JOINT TENANCY
% Int	33.3333000
Type	BILLED OWNER
Acquisition Date	07/27/2020
Document Date	02/16/2021
Inactive Date	NONE

Document Numbers

20200256182
20210073621

Owner Name: MACKNET, MARK R

R/I	JOINT TENANCY
% Int	33.3333000
Type	JOINT MAIL OWNER
Acquisition Date	07/27/2020
Document Date	02/16/2021
Inactive Date	NONE

Document Numbers

20200256182
20210073621

Owner Name: MACKNET, ELAINE

R/I	SOLE OWNER
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	04/02/2018
Document Date	02/10/2021
Inactive Date	07/26/2020

Document Numbers

20210066183

Owner Name: MACKNET, ELAINE

R/I	SPOUSAL
% Int	50.0000000
Type	JOINT MAIL OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	07/26/2020

Document Numbers

20160185617

Owner Name: MACKNET, KENNETH D

R/I	SPOUSAL
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	04/01/2018

Document Numbers

20160185617

Owner Name: MACKNET, K D DEFINED BENEFIT PENSION

R/I	SOLE OWNER
% Int	100.0000000
Type	BILLED OWNER
Acquisition Date	02/20/1986
Document Date	07/22/2015
Inactive Date	05/11/2016

Document Numbers

20150311466
20150311470

Property Information Management System

San Bernardino County

Office of the Assessor

OWNERSHIP HISTORY REPORT FOR PARCEL 0300-451-25-0000

Parcel	0300451250000
Parcel Status	ACTIVE
Parcel Type	REAL PROPERTY
Property ID	
Tax Status	ASSESSED BY COUNTY
Use Code	VACANT
Land Access	PUBLIC PAVED
Size	7.001 TO 14.000 ACRES
Land Type	SINGLE FAMILY RESIDENTIAL
District	SAN BERNARDINO
Resp Group	REAL PROPERTY
Resp Unit	RES ZONE(MAX 14 UTS)&USE EX HPC/MHM(1-14 UTS,CHURC

Ownership History

Owner Name: MACKNET, ELAINE

R/I	SOLE OWNER
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	04/02/2018
Document Date	07/27/2020
Inactive Date	NONE

Document Numbers

20200256181

Owner Name: MACKNET, ELAINE

R/I	SPOUSAL
% Int	50.0000000
Type	JOINT MAIL OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	NONE

Document Numbers

20160185618

Owner Name: (DEED ERR) MACKNET, CATHY A

R/I	JOINT TENANCY
% Int	33.3333000
Type	OTHER OWNER
Acquisition Date	07/27/2020
Document Date	02/16/2021
Inactive Date	07/26/2020

Document Numbers

20200256182
20210073621

Owner Name: (DEED ERR) MACKNET, KENNETH D II

R/I	JOINT TENANCY
% Int	33.3333000
Type	BILLED OWNER
Acquisition Date	07/27/2020
Document Date	02/16/2021
Inactive Date	07/26/2020

Document Numbers

20200256182
20210073621

Owner Name: (DEED ERR) MACKNET, MARK R

R/I	JOINT TENANCY
% Int	33.3333000
Type	JOINT MAIL OWNER
Acquisition Date	07/27/2020
Document Date	02/16/2021
Inactive Date	07/26/2020

Document Numbers

20200256182
20210073621

Owner Name: (ERR) MACKNEYT, ELAINE

R/I	SOLE OWNER
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	04/02/2018
Document Date	07/27/2020
Inactive Date	04/01/2018

Document Numbers

20200256181

Owner Name: MACKNET, KENNETH D

R/I	SPOUSAL
% Int	50.0000000
Type	BILLED OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	04/01/2018

Document Numbers

20160185618

Owner Name: (ERR) MACKNEYT, ELAINE

R/I	SPOUSAL
% Int	50.0000000
Type	JOINT MAIL OWNER
Acquisition Date	05/12/2016
Document Date	05/12/2016
Inactive Date	05/11/2016

Document Numbers

20160185618

Owner Name: MACKNET, K D DEFINED BENEFIT PENSION

R/I	SOLE OWNER
% Int	100.0000000
Type	BILLED OWNER
Acquisition Date	02/20/1986
Document Date	07/22/2015
Inactive Date	05/11/2016

Document Numbers

20150311466
20150311470

APPENDIX D
ENVIRONMENTAL DATABASE INFORMATION

Macknet Property

South of Helen Drive

Redlands, San Bernardino County, California 92373

Inquiry Number: 6867268.2s

February 22, 2022

The EDR Radius Map™ Report with GeoCheck®

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Physical Setting SSURGO Soil Map	A-5
Physical Setting Source Map	A-10
Physical Setting Source Map Findings	A-12
Physical Setting Source Records Searched	PSGR-1

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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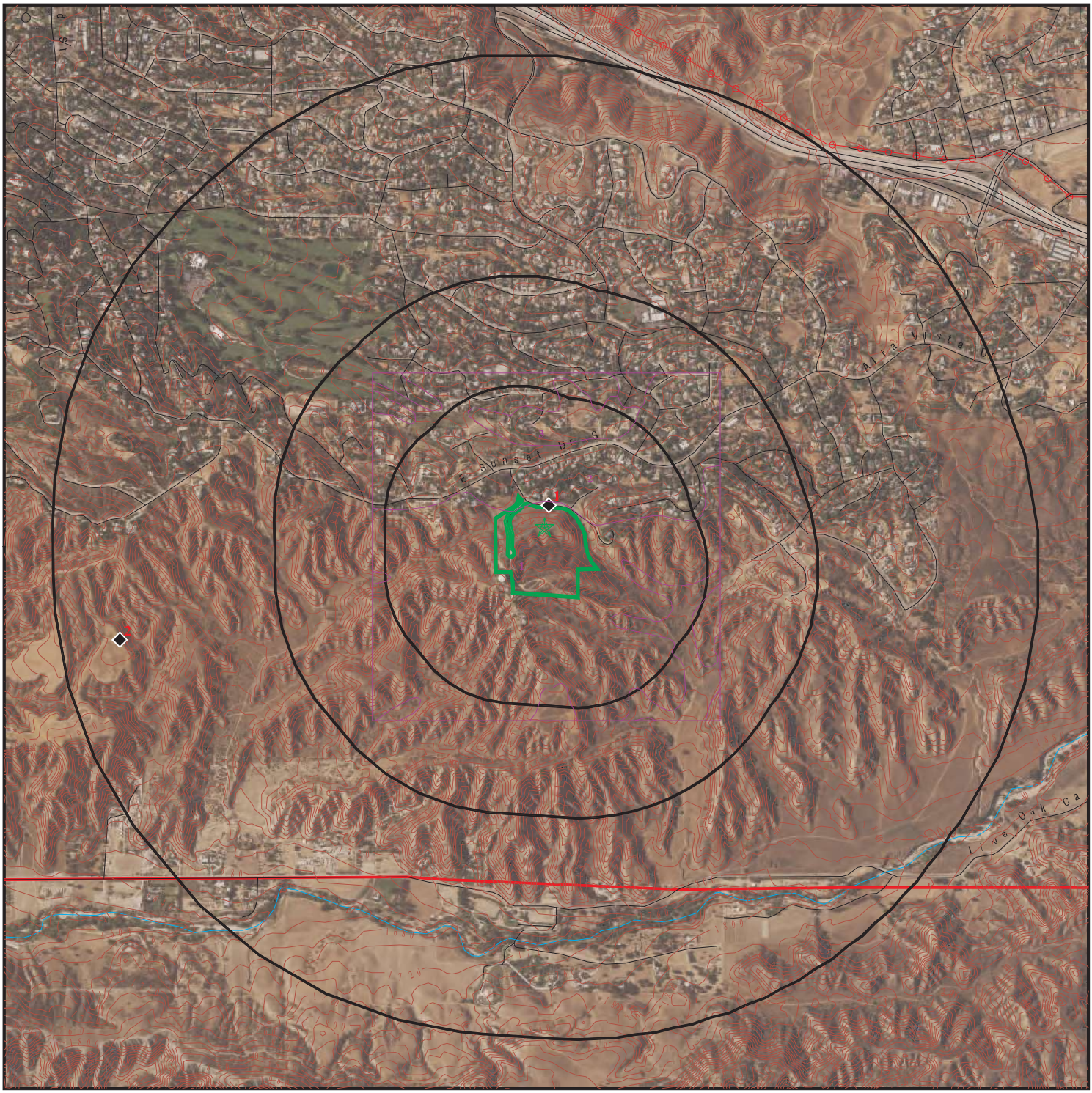
MAPPED SITES SUMMARY

Target Property Address:
SOUTH OF HELEN DRIVE
REDLANDS, CA 92373

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	AT&T MOBILITY - ES00	31280 B HELEN CT	San Bern. Co. Permit, CERS, HWTS	Lower	27, 0.005, North
2	SO CAL GAS/SAN BERNA	SO. CNR RIALTO BTWN	ENVIROSTOR, VCP	Lower	4560, 0.864, WSW

OVERVIEW MAP - 6867268.2S



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites

0 1/4 1/2 1 Miles

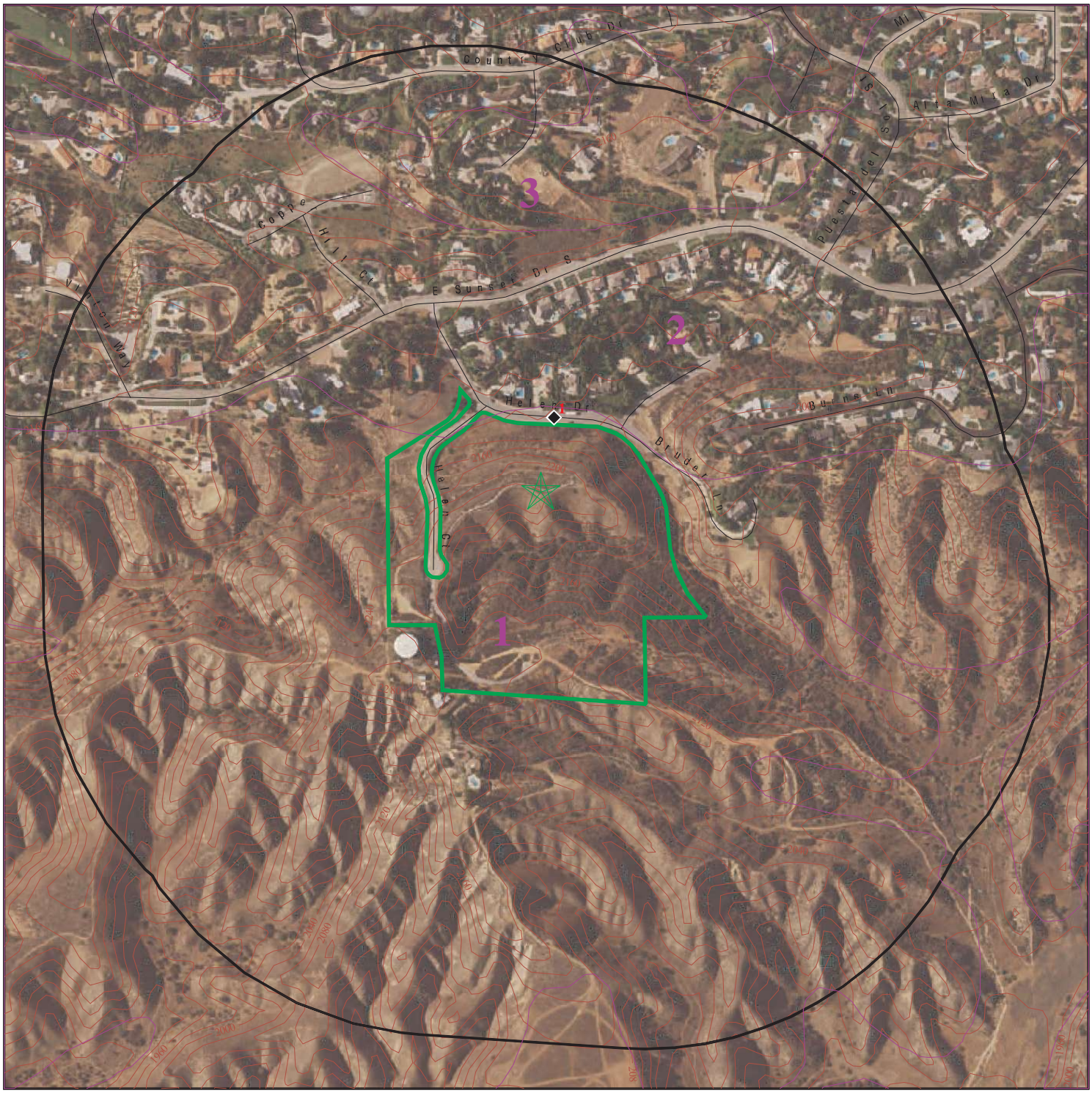
- Indian Reservations BIA
- County Boundary
- Power transmission lines
- Special Flood Hazard Area (1%)
- 0.2% Annual Chance Flood Hazard
- Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Macknet Property ADDRESS: South of Helen Drive Redlands, CA 92373 LAT/LONG: 34.0157 / 117.136868	CLIENT: Terracon CONTACT: Laura Hedman INQUIRY #: 6867268.2s DATE: February 22, 2022 9:26 am

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DETAIL MAP - 6867268.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

Sensitive Receptors

National Priority List Sites

Dept. Defense Sites

0 1/16 1/8 1/4 Miles

Indian Reservations BIA

Special Flood Hazard Area (1%)

0.2% Annual Chance Flood Hazard

Areas of Concern

N

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Macknet Property	CLIENT: Terracon
ADDRESS: South of Helen Drive Redlands CA 92373	CONTACT: Laura Hedman
LAT/LONG: 34.0157 / 117.136868	INQUIRY #: 6867268.2s DATE: February 22, 2022 9:28 am

Redlands Regular Meeting of 07-16-24

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Lists of Federal NPL (Superfund) sites								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	1.000		0	0	0	0	NR	0
Lists of Federal Delisted NPL sites								
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Lists of Federal CERCLA sites with NFRAP								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA TSD facilities								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA generators								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-VSQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROLS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
Lists of state- and tribal (Superfund) equivalent sites								
RESPONSE	1.000		0	0	0	0	NR	0
Lists of state- and tribal hazardous waste facilities								
ENVIROSTOR	1.000		0	0	0	1	NR	1
Lists of state and tribal landfills and solid waste disposal facilities								
SWF/LF	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
Lists of state and tribal leaking storage tanks								
LUST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
CPS-SLIC	0.500		0	0	0	NR	NR	0
Lists of state and tribal registered storage tanks								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
Lists of state and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
Lists of state and tribal brownfield sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
WMUDS/SWAT	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
HAULERS	TP		NR	NR	NR	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	TP		NR	NR	NR	NR	NR	0
HIST Cal-Sites	1.000		0	0	0	0	NR	0
SCH	0.250		0	0	NR	NR	NR	0
CDL	TP		NR	NR	NR	NR	NR	0
Toxic Pits	1.000		0	0	0	0	NR	0
CERS HAZ WASTE	0.250		0	0	NR	NR	NR	0
US CDL	TP		NR	NR	NR	NR	NR	0
AQUEOUS FOAM	TP		NR	NR	NR	NR	NR	0
PFAS	0.500		0	0	0	NR	NR	0
Local Lists of Registered Storage Tanks								
SWEEPS UST	0.250		0	0	NR	NR	NR	0
HIST UST	0.250		0	0	NR	NR	NR	0
CERS TANKS	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CA FID UST	0.250		0	0	NR	NR	NR	0
Local Land Records								
LIENS	TP		NR	NR	NR	NR	NR	0
LIENS 2	TP		NR	NR	NR	NR	NR	0
DEED	0.500		0	0	0	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
CHMIRS	TP		NR	NR	NR	NR	NR	0
LDS	TP		NR	NR	NR	NR	NR	0
MCS	TP		NR	NR	NR	NR	NR	0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.250		0	0	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
DOCKET HWC	TP		NR	NR	NR	NR	NR	0
ECHO	TP		NR	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
CA BOND EXP. PLAN	1.000		0	0	0	0	NR	0
Cortese	0.500		0	0	0	NR	NR	0
CUPA Listings	0.250		0	0	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
EMI	TP		NR	NR	NR	NR	NR	0
ENF	TP		NR	NR	NR	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
HAZNET	TP		NR	NR	NR	NR	NR	0
ICE	TP		NR	NR	NR	NR	NR	0
HIST CORTESE	0.500		0	0	0	NR	NR	0
HWP	1.000		0	0	0	0	NR	0
HWT	0.250		0	0	NR	NR	NR	0
MINES	0.250		0	0	NR	NR	NR	0
MWMP	0.250		0	0	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
San Bern. Co. Permit	0.250		1	0	NR	NR	NR	1
PEST LIC	TP		NR	NR	NR	NR	NR	0
PROC	0.500		0	0	0	NR	NR	0
Notify 65	1.000		0	0	0	0	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
UIC GEO	TP		NR	NR	NR	NR	NR	0
WASTEWATER PITS	0.500		0	0	0	NR	NR	0
WDS	TP		NR	NR	NR	NR	NR	0
WIP	0.250		0	0	NR	NR	NR	0
MILITARY PRIV SITES	TP		NR	NR	NR	NR	NR	0
PROJECT	TP		NR	NR	NR	NR	NR	0
WDR	TP		NR	NR	NR	NR	NR	0
CIWQS	TP		NR	NR	NR	NR	NR	0
CERS	TP		NR	NR	NR	NR	NR	0
NON-CASE INFO	TP		NR	NR	NR	NR	NR	0
OTHER OIL GAS	TP		NR	NR	NR	NR	NR	0
PROD WATER PONDS	TP		NR	NR	NR	NR	NR	0
SAMPLING POINT	TP		NR	NR	NR	NR	NR	0
WELL STIM PROJ	TP		NR	NR	NR	NR	NR	0
HWTS	TP		NR	NR	NR	NR	NR	0
MINES MRDS	TP		NR	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA LF	TP		NR	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
RGA LUST	TP		NR	NR	NR	NR	NR	0
- Totals --		0	1	0	0	1	0	2

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

1
North
< 1/8
0.005 mi.
27 ft.

AT&T MOBILITY - ES0022-02 (CM365) REDLANDS WATER T
31280 B HELEN CT
REDLANDS, CA 92373

San Bern. Co. Permit
CERS
HWTS

S127126892
N/A

Relative:
Lower

Actual:
2137 ft.

San Bern. Co. Permit:

Name:	AT&T MOBILITY-ES0022-02 (CM365) REDLANDS WATER TANK (USID50979)
Address:	31280 HELEN CT B
City,State,Zip:	REDLANDS, CA 92373
Region:	SAN BERNARDINO
Facility ID:	FA0010602
Owner:	New Cingular Wireless PCS, LLC dba AT&T Mobility
Permit Number:	PT0040563
Permit Category:	HAZARDOUS MATERIALS 1-3 CHEMICALS SPECIAL
Facility Status:	ACTIVE
Expiration Date:	04/30/2022

Name:	AT&T MOBILITY-ES0022-02 (CM365) REDLANDS WATER TANK (USID50979)
Address:	31280 HELEN CT B
City,State,Zip:	REDLANDS, CA 92373
Region:	SAN BERNARDINO
Facility ID:	FA0010602
Owner:	New Cingular Wireless PCS, LLC dba AT&T Mobility
Permit Number:	PT0018878
Permit Category:	HAZMAT HANDLER 0-10 EMPLOYEES
Facility Status:	INACTIVE
Expiration Date:	04/30/2012

CERS:

Name:	AT&T MOBILITY - ES0022-02 (CM365) REDLANDS WATER TANK (USID50979)
Address:	31280 B HELEN CT
City,State,Zip:	REDLANDS, CA 92373
Site ID:	573070
CERS ID:	10866640
CERS Description:	Chemical Storage Facilities

Affiliation:

Affiliation Type Desc:	Document Preparer
Entity Name:	Peter Burnell, Sigma Consultants, Inc.
Affiliation Phone:	,

Affiliation Type Desc:	CUPA District
Entity Name:	San Bernardino County Fire
Affiliation Address:	620 South E Street
Affiliation City:	San Bernardino
Affiliation State:	CA
Affiliation Zip:	92415-0153
Affiliation Phone:	(909) 386-8401,

Affiliation Type Desc:	Environmental Contact
Entity Name:	AT&T EH&S Hotline - Option #1
Affiliation Address:	308 S. Akard St., 17th Floor
Affiliation City:	Dallas
Affiliation State:	TX
Affiliation Zip:	75202
Affiliation Phone:	,

Affiliation Type Desc:	Facility Mailing Address

AT&T MOBILITY - ES0022-02 (CM365) REDLANDS WATER TANK (USID5 (Continued) **S127126892**

Entity Name:	Mailing Address
Affiliation Address:	308 S. Akard St., 17th Floor
Affiliation City:	Dallas
Affiliation State:	TX
Affiliation Zip:	75202
Affiliation Phone:	,
Affiliation Type Desc:	Parent Corporation
Entity Name:	AT&T Mobility
Affiliation Phone:	,
Affiliation Type Desc:	Legal Owner
Entity Name:	New Cingular Wireless PCS, LLC dba AT&T Mobility
Affiliation Address:	308 S. Akard St., 17th Floor
Affiliation City:	Dallas
Affiliation State:	TX
Affiliation Country:	United States
Affiliation Zip:	75202
Affiliation Phone:	(214) 464-1712,
Affiliation Type Desc:	Identification Signer
Entity Name:	Jeremy McGrue
Entity Title:	National EPCRA Manager
Affiliation Phone:	,
Affiliation Type Desc:	Operator
Entity Name:	AT&T Mobility
Affiliation Phone:	(800) 566-9347,

HWTS:

Name:	NEW CINGULAR WIRELESS PCS LLC
Address:	31280 HELEN CT #B
City,State,Zip:	REDLANDS, CA 92373
EPA ID:	CAL000461621
Create Date:	04/06/2021
Last Act Date:	04/06/2021
Mailing Address:	308 S AKARD ST 17TH FLR
Mailing City,State,Zip:	DALLAS, TX 75202
Owner Name:	NEW CINGULAR WIRELESS PCS LLC
Owner Address:	308 S AKARD ST 17TH FLR
Owner City,State,Zip:	DALLAS, TX 75202
Contact Name:	EH&S WASTE TEAM
Contact Address:	308 S AKARD ST 17TH FLR
City,State,Zip:	DALLAS, TX 75202

NAICS:

EPA ID:	CAL000461621
Create Date:	2021-04-06 11:46:25.760
NAICS Code:	517911
NAICS Description:	Telecommunications Resellers
Issued EPA ID Date:	2021-04-06 11:46:25.76000
Facility Name:	NEW CINGULAR WIRELESS PCS LLC
Facility Address:	31280 HELEN CT #B
Facility City:	REDLANDS
Facility State:	CA
Facility Zip:	92373

2
WSW
1/2-1
0.864 mi.
4560 ft.

SO CAL GAS/SAN BERNARDINO 2 (RIALTO)
SO. CNR RIALTO BTWN D & ARROWHEAD
SAN BERNARDINO, CA 92401

ENVIROSTOR **S106568284**
VCP **N/A**

Relative:
Lower

Actual:
1932 ft.

ENVIROSTOR:

Name:	SO CAL GAS/SAN BERNARDINO 2 (RIALTO)
Address:	SO. CNR RIALTO BTWN D & ARROWHEAD
City,State,Zip:	SAN BERNARDINO, CA 92401
Facility ID:	36490110
Status:	No Further Action
Status Date:	06/30/2000
Site Code:	400342
Site Type:	Voluntary Cleanup
Site Type Detailed:	Voluntary Cleanup
Acres:	6
NPL:	NO
Regulatory Agencies:	DTSC
Lead Agency:	DTSC
Program Manager:	Safouh Sayed
Supervisor:	Robert Senga
Division Branch:	Cleanup Cypress
Assembly:	40
Senate:	23
Special Program:	Voluntary Cleanup Program
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Responsible Party
Latitude:	34.01205
Longitude:	-117.1536
APN:	NONE SPECIFIED
Past Use:	MANUFACTURED GAS PLANT
Potential COC:	TPH-gas
Confirmed COC:	NONE SPECIFIED
Potential Description:	SOIL
Alias Name:	SO CAL GAS - SAN BERNARDINO
Alias Type:	Alternate Name
Alias Name:	SO CAL GAS - SAN BERNARDINO/RIALTO
Alias Type:	Alternate Name
Alias Name:	SO CAL GAS/SAN BERNARDINO 2 (ARROWHEAD)
Alias Type:	Alternate Name
Alias Name:	SOUTHERN CALIFORNIA GAS
Alias Type:	Alternate Name
Alias Name:	SOUTHERN CALIFORNIA GAS COMPANY
Alias Type:	Alternate Name
Alias Name:	TOWN GAS SITE 2 - SAN BERNARDINO
Alias Type:	Alternate Name
Alias Name:	110033615764
Alias Type:	EPA (FRS #)
Alias Name:	400342
Alias Type:	Project Code (Site Code)
Alias Name:	36490110
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Document Type:	Standard Voluntary Agreement
Completed Date:	11/08/1996
Comments:	A Consent Order was signed by The Gas Co and DTSC to address

SO CAL GAS/SAN BERNARDINO 2 (RIALTO) (Continued) **S106568284**

Supplemental Investigation, and the preparation and the implementation of a Removal Action Workplan for the site

Completed Area Name: PROJECT WIDE
Completed Document Type: Standard Voluntary Agreement
Completed Date: 08/20/1993

Completed Area Name: PROJECT WIDE
Completed Document Type: Remedial Investigation / Feasibility Study
Completed Date: 05/10/1999
Comments: The Remedial Investigation/Feasibility Study (RI/FS) consists of soil investigation and groundwater monitoring. The major chemicals of potential concern are carcinogenic polycyclic aromatic hydrocarbons (C-PAHs) in the soil. The objective of this project is to remediate the site by removing contaminated soils.

Completed Area Name: PROJECT WIDE
Completed Document Type: Removal Action Completion Report
Completed Date: 06/30/2002
Comments: The removal of contaminated soil has been completed and a removal action report has been submitted.

Completed Area Name: PROJECT WIDE
Completed Document Type: Removal Action Workplan
Completed Date: 06/28/1999
Comments: The objective of this project is to remediate the site by removing contaminated soils. The selected remedial action consists of removing contaminated soil to a depth of 12 feet bgs. Excavated areas will be backfilled with clean imported soil.

Completed Area Name: PROJECT WIDE
Completed Document Type: Preliminary Endangerment Assessment Report
Completed Date: 08/31/1994

Completed Area Name: PROJECT WIDE
Completed Document Type: Site Characterization Workplan
Completed Date: 08/08/1997

VCP:
Name: SO CAL GAS/SAN BERNARDINO 2 (RIALTO)
Address: SO. CNR RIALTO BTWN D & ARROWHEAD
City,State,Zip: SAN BERNARDINO, CA 92401
Facility ID: 36490110
Site Type: Voluntary Cleanup
Site Type Detail: Voluntary Cleanup
Site Mgmt. Req.: NONE SPECIFIED
Acres: 6
National Priorities List: NO
Cleanup Oversight Agencies: DTSC
Lead Agency: DTSC
Lead Agency Description: * DTSC
Project Manager: Safouh Sayed
Supervisor: Robert Senga
Division Branch: Cleanup Cypress
Site Code: 400342
Assembly: 40

SO CAL GAS/SAN BERNARDINO 2 (RIALTO) (Continued) **S106568284**

Senate:	23
Special Programs Code:	Voluntary Cleanup Program
Status:	No Further Action
Status Date:	06/30/2000
Restricted Use:	NO
Funding:	Responsible Party
Lat/Long:	34.01205 / -117.1536
APN:	NONE SPECIFIED
Past Use:	MANUFACTURED GAS PLANT
Potential COC:	30025
Confirmed COC:	NONE SPECIFIED
Potential Description:	SOIL
Alias Name:	SO CAL GAS - SAN BERNARDINO
Alias Type:	Alternate Name
Alias Name:	SO CAL GAS - SAN BERNARDINO/RIALTO
Alias Type:	Alternate Name
Alias Name:	SO CAL GAS/SAN BERNARDINO 2 (ARROWHEAD)
Alias Type:	Alternate Name
Alias Name:	SOUTHERN CALIFORNIA GAS
Alias Type:	Alternate Name
Alias Name:	SOUTHERN CALIFORNIA GAS COMPANY
Alias Type:	Alternate Name
Alias Name:	TOWN GAS SITE 2 - SAN BERNARDINO
Alias Type:	Alternate Name
Alias Name:	110033615764
Alias Type:	EPA (FRS #)
Alias Name:	400342
Alias Type:	Project Code (Site Code)
Alias Name:	36490110
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Document Type:	Standard Voluntary Agreement
Completed Date:	11/08/1996
Comments:	A Consent Order was signed by The Gas Co and DTSC to address Supplemental Investigation, and the preparation and the implementation of a Removal Action Workplan for the site
Completed Area Name:	PROJECT WIDE
Completed Document Type:	Standard Voluntary Agreement
Completed Date:	08/20/1993
Completed Area Name:	PROJECT WIDE
Completed Document Type:	Remedial Investigation / Feasibility Study
Completed Date:	05/10/1999
Comments:	The Remedial Investigation/Feasibility Study (RI/FS) consists of soil investigation and groundwater monitoring. The major chemicals of potential concern are carcinogenic polycyclic aromatic hydrocarbons (C-PAHs) in the soil. The objective of this project is to remediate the site by removing contaminated soils.
Completed Area Name:	PROJECT WIDE
Completed Document Type:	Removal Action Completion Report
Completed Date:	06/30/2002
Comments:	The removal of contaminated soil has been completed and a removal action report has been submitted.

SO CAL GAS/SAN BERNARDINO 2 (RIALTO) (Continued) **S106568284**

Completed Area Name:	PROJECT WIDE
Completed Document Type:	Removal Action Workplan
Completed Date:	06/28/1999
Comments:	The objective of this project is to remediate the site by removing contaminated soils. The selected remedial action consists of removing contaminated soil to a depth of 12 feet bgs. Excavated areas will be backfilled with clean imported soil.
Completed Area Name:	PROJECT WIDE
Completed Document Type:	Preliminary Endangerment Assessment Report
Completed Date:	08/31/1994
Completed Area Name:	PROJECT WIDE
Completed Document Type:	Site Characterization Workplan
Completed Date:	08/08/1997

Count: 24 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
CITY OF REDLANDS	1015730681	REDLANDS SMUDGE POT TANKS SITE	100 FEET WEST OF REDLANDS BLVD	92373	SEMS
REDLANDS	S107538054		CHURCH ST (N OF BROCKTON AVE)	92374	CDL
REDLANDS	S126984123	CHURCH STREET LANDFILL	N END OF CHURCH ST., N OF PION	92373	SWF/LF
REDLANDS	S107530470		2.5 MI N OF BRUANT RD ON STATE	92373	CDL
REDLANDS	1003877955	UNIVERSAL RUNDEL	OPAL AVE-300 FT. N OF SAN BERN	92373	SEMS-ARCHIVE
REDLANDS	S107540561		SAN BERNARDINO AVENUE (W OF WA		CDL
REDLANDS	1003879085	REDLANDS FARMING CO	SAN BERNARDINO AVE E OF TEXAS	92373	SEMS-ARCHIVE
SAN BERNARDINO COUN	S107538721		HIGHWAY 138 E OF HIGHWAY 2		CDL
SAN BERNARDINO COUN	S107538848		HWY 18, 3 MILES NO OF WATERMAN		CDL
SAN BERNARDINO COUN	S107538905		IN 9100 BLOCK OF DESOTO, APPRO		CDL
SAN BERNARDINO COUN	S107539748		ON BUCKWHEAT ROAD, NORTH OF JU		CDL
SAN BERNARDINO COUN	S107538165		CORNER OF HWY 247 & 18 AND 76		CDL
SAN BERNARDINO COUN	S107538260		DALE EVANS RD, W OF CORWIN RD		CDL
SAN BERNARDINO COUN	S107538579		GLEN HELEN PARKWAY, 1 MI E OF		CDL
SAN BERNARDINO COUN	S107539873		ON HIGHWAY 395, 2 MILES NORTH		CDL
SAN BERNARDINO COUN	S107539885		ON HWY 138, 1 1/2 MI W OF HWY		CDL
SAN BERNARDINO COUN	S107539471		N I-215, SOUTH OF PALM EXIT		CDL
SAN BERNARDINO COUN	S107532438		3 1/2 MI E OF BEAR VALLEY & HW		CDL
SAN BERNARDINO COUN	1016139697	CIMA ROAD MINE WASTE SITE	1 MIL W OF INTE. 15 OFF CIMA R		SEMS
SAN BERNARDINO COUN	S107540201		PALM MEADOWS DR (X-E OF TIPPIC		CDL
SAN BERNARDINO COUN	S107540506		ROAD INO9, 3/2 MI E OF HWY 330		CDL
SAN BERNARDINO COUN	S107540087		ON STATE HIGHWAY 173, ~2 MILES		CDL
SAN BERNARDINO COUN	S107533643		4 MI W OF KOALA RD ON CRIPPON		CDL
SAN BERNARDINO COUN	S107526653		10 MI W OF YATES WELL RD OFF R		CDL

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
CA	AQUEOUS FOAM	Former Fire Training Facility Assessments Listing	State Water Resources Control Board	12/01/2019	08/19/2021	10/28/2021
CA	AST	Aboveground Petroleum Storage Tank Facilities	California Environmental Protection Agency	07/06/2016	07/12/2016	09/19/2016
CA	BROWNFIELDS	Considered Brownfieds Sites Listing	State Water Resources Control Board	09/20/2021	09/21/2021	12/08/2021
CA	CA BOND EXP. PLAN	Bond Expenditure Plan	Department of Health Services	01/01/1989	07/27/1994	08/02/1994
CA	CA FID UST	Facility Inventory Database	California Environmental Protection Agency	10/31/1994	09/05/1995	09/29/1995
CA	CDL	Clandestine Drug Labs	Department of Toxic Substances Control	12/31/2019	01/20/2021	04/08/2021
CA	CERS	CalEPA Regulated Site Portal Data	California Environmental Protection Agency	10/18/2021	10/19/2021	01/12/2022
CA	CERS HAZ WASTE	CERS HAZ WASTE	CalEPA	10/18/2021	10/19/2021	01/12/2022
CA	CERS TANKS	California Environmental Reporting System (CERS) Tanks	California Environmental Protection Agency	10/18/2021	10/19/2021	01/12/2022
CA	CHMIRS	California Hazardous Material Incident Report System	Office of Emergency Services	09/30/2021	10/19/2021	01/12/2022
CA	CIWQS	California Integrated Water Quality System	State Water Resources Control Board	11/30/2021	11/30/2021	02/16/2022
CA	CORTESE	"Cortese" Hazardous Waste & Substances Sites List	CAL EPA/Office of Emergency Information	09/20/2021	09/21/2021	12/08/2021
CA	CPS-SLIC	Statewide SLIC Cases (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	CUPA LIVERMORE-PLEASANTON	CUPA Facility Listing	Livermore-Pleasanton Fire Department	05/01/2019	05/14/2019	07/17/2019
CA	DEED	Deed Restriction Listing	DTSC and SWRCB	11/30/2021	11/30/2021	02/16/2022
CA	DRYCLEAN AVAQMD	Antelope Valley Air Quality Management District Drycleaner L	Antelope Valley Air Quality Management Distri	11/29/2021	11/29/2021	02/14/2022
CA	DRYCLEAN SOUTH COAST	South Coast Air Quality Management District Drycleaner Listi	South Coast Air Quality Management District	11/17/2021	11/18/2021	02/07/2022
CA	DRYCLEANERS	Cleaner Facilities	Department of Toxic Substance Control	08/27/2021	09/01/2021	11/19/2021
CA	EMI	Emissions Inventory Data	California Air Resources Board	12/31/2019	06/10/2021	08/27/2021
CA	ENF	Enforcement Action Listing	State Water Resoruces Control Board	11/10/2021	11/11/2021	02/03/2022
CA	ENVIROSTOR	EnviroStor Database	Department of Toxic Substances Control	10/25/2021	10/26/2021	01/14/2022
CA	Financial Assurance 1	Financial Assurance Information Listing	Department of Toxic Substances Control	10/05/2021	10/06/2021	12/29/2021
CA	Financial Assurance 2	Financial Assurance Information Listing	California Integrated Waste Management Board	11/18/2021	11/19/2021	02/07/2022
CA	HAULERS	Registered Waste Tire Haulers Listing	Integrated Waste Management Board	09/14/2021	11/11/2021	11/23/2021
CA	HAZNET	Facility and Manifest Data	California Environmental Protection Agency	12/31/2019	04/15/2020	07/02/2020
CA	HIST CAL-SITES	Calsites Database	Department of Toxic Substance Control	08/08/2005	08/03/2006	08/24/2006
CA	HIST CORTESE	Hazardous Waste & Substance Site List	Department of Toxic Substances Control	04/01/2001	01/22/2009	04/08/2009
CA	HIST UST	Hazardous Substance Storage Container Database	State Water Resources Control Board	10/15/1990	01/25/1991	02/12/1991
CA	HWP	EnviroStor Permitted Facilities Listing	Department of Toxic Substances Control	11/15/2021	11/15/2021	02/03/2022
CA	HWT	Registered Hazardous Waste Transporter Database	Department of Toxic Substances Control	10/04/2021	10/05/2021	12/22/2021
CA	HWTS	Hazardous Waste Tracking System	Department of Toxic Substances Control	07/13/2021	07/14/2021	10/06/2021
CA	ICE	ICE	Department of Toxic Subsances Control	11/15/2021	11/15/2021	02/03/2022
CA	LDS	Land Disposal Sites Listing (GEOTRACKER)	State Water Qualilty Control Board	09/07/2021	09/07/2021	11/29/2021
CA	LIENS	Environmental Liens Listing	Department of Toxic Substances Control	08/25/2021	09/03/2021	11/22/2021
CA	LUST	Leaking Underground Fuel Tank Report (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	LUST REG 1	Active Toxic Site Investigation	California Regional Water Quality Control Boa	02/01/2001	02/28/2001	03/29/2001
CA	LUST REG 2	Fuel Leak List	California Regional Water Quality Control Boa	09/30/2004	10/20/2004	11/19/2004
CA	LUST REG 3	Leaking Underground Storage Tank Database	California Regional Water Quality Control Boa	05/19/2003	05/19/2003	06/02/2003
CA	LUST REG 4	Underground Storage Tank Leak List	California Regional Water Quality Control Boa	09/07/2004	09/07/2004	10/12/2004
CA	LUST REG 5	Leaking Underground Storage Tank Database	California Regional Water Quality Control Boa	07/01/2008	07/22/2008	07/31/2008
CA	LUST REG 6L	Leaking Underground Storage Tank Case Listing	California Regional Water Quality Control Boa	09/09/2003	09/10/2003	10/07/2003
CA	LUST REG 6V	Leaking Underground Storage Tank Case Listing	California Regional Water Quality Control Boa	06/07/2005	06/07/2005	06/29/2005
CA	LUST REG 7	Leaking Underground Storage Tank Case Listing	California Regional Water Quality Control Boa	02/26/2004	02/26/2004	03/24/2004
CA	LUST REG 8	Leaking Underground Storage Tanks	California Regional Water Quality Control Boa	02/14/2005	02/15/2005	03/28/2005
CA	LUST REG 9	Leaking Underground Storage Tank Report	California Regional Water Quality Control Boa	03/01/2001	04/23/2001	05/21/2001
CA	MCS	Military Cleanup Sites Listing (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	MILITARY PRIV SITES	Military Privatized Sites (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021

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GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Sst	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
CA	MILITARY UST SITES	Military UST Sites (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	MINES	Mines Site Location Listing	Department of Conservation	09/07/2021	09/07/2021	11/29/2021
CA	MWMP	Medical Waste Management Program Listing	Department of Public Health	11/18/2021	11/30/2021	02/17/2022
CA	NON-CASE INFO	Non-Case Information Sites (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	NOTIFY 65	Proposition 65 Records	State Water Resources Control Board	03/12/2021	03/16/2021	06/01/2021
CA	NPDES	NPDES Permits Listing	State Water Resources Control Board	11/09/2021	11/09/2021	01/27/2022
CA	OTHER OIL GAS	Other Oil & Gas Projects Sites (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	PEST LIC	Pesticide Regulation Licenses Listing	Department of Pesticide Regulation	11/30/2021	11/30/2021	02/17/2022
CA	PFAS	PFAS Contamination Site Location Listing	State Water Resources Control Board	09/07/2021	09/08/2021	12/01/2021
CA	PROC	Certified Processors Database	Department of Conservation	11/29/2021	11/29/2021	02/11/2022
CA	PROD WATER PONDS	Produced Water Ponds Sites (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	PROJECT	Project Sites (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	RESPONSE	State Response Sites	Department of Toxic Substances Control	10/25/2021	10/26/2021	01/14/2022
CA	RGA LF	Recovered Government Archive Solid Waste Facilities List	Department of Resources Recycling and Recover		07/01/2013	01/13/2014
CA	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	State Water Resources Control Board		07/01/2013	12/30/2013
CA	SAMPLING POINT	Sampling Point ? Public Sites (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	SAN FRANCISCO AST	Aboveground Storage Tank Site Listing	San Francisco County Department of Public Hea	11/04/2021	11/05/2021	01/24/2022
CA	SCH	School Property Evaluation Program	Department of Toxic Substances Control	10/25/2021	10/26/2021	01/14/2022
CA	SLIC REG 1	Active Toxic Site Investigations	California Regional Water Quality Control Boa	04/03/2003	04/07/2003	04/25/2003
CA	SLIC REG 2	Spills, Leaks, Investigation & Cleanup Cost Recovery Listing	Regional Water Quality Control Board San Fran	09/30/2004	10/20/2004	11/19/2004
CA	SLIC REG 3	Spills, Leaks, Investigation & Cleanup Cost Recovery Listing	California Regional Water Quality Control Boa	05/18/2006	05/18/2006	06/15/2006
CA	SLIC REG 4	Spills, Leaks, Investigation & Cleanup Cost Recovery Listing	Region Water Quality Control Board Los Angele	11/17/2004	11/18/2004	01/04/2005
CA	SLIC REG 5	Spills, Leaks, Investigation & Cleanup Cost Recovery Listing	Regional Water Quality Control Board Central	04/01/2005	04/05/2005	04/21/2005
CA	SLIC REG 6L	SLIC Sites	California Regional Water Quality Control Boa	09/07/2004	09/07/2004	10/12/2004
CA	SLIC REG 6V	Spills, Leaks, Investigation & Cleanup Cost Recovery Listing	Regional Water Quality Control Board, Victorv	05/24/2005	05/25/2005	06/16/2005
CA	SLIC REG 7	SLIC List	California Regional Quality Control Board, Co	11/24/2004	11/29/2004	01/04/2005
CA	SLIC REG 8	Spills, Leaks, Investigation & Cleanup Cost Recovery Listing	California Region Water Quality Control Board	04/03/2008	04/03/2008	04/14/2008
CA	SLIC REG 9	Spills, Leaks, Investigation & Cleanup Cost Recovery Listing	California Regional Water Quality Control Boa	09/10/2007	09/11/2007	09/28/2007
CA	SPILLS 90	SPILLS90 data from FirstSearch	FirstSearch	06/06/2012	01/03/2013	02/22/2013
CA	SWEEPS UST	SWEEPS UST Listing	State Water Resources Control Board	06/01/1994	07/07/2005	08/11/2005
CA	SWF/LF (SWIS)	Solid Waste Information System	Department of Resources Recycling and Recover	11/08/2021	11/09/2021	01/28/2022
CA	SWRCY	Recycler Database	Department of Conservation	09/07/2021	09/08/2021	11/29/2021
CA	TOXIC PITS	Toxic Pits Cleanup Act Sites	State Water Resources Control Board	07/01/1995	08/30/1995	09/26/1995
CA	UIC	UIC Listing	Deaprtment of Conservation	06/03/2021	06/03/2021	08/25/2021
CA	UIC GEO	Underground Injection Control Sites (GEOTRACKER)	State Water Resource Control Board	09/07/2021	09/07/2021	11/29/2021
CA	UST	Active UST Facilities	SWRCB	09/07/2021	09/07/2021	11/30/2021
CA	UST CLOSURE	Proposed Closure of Underground Storage Tank (UST) Cases	State Water Resources Control Board	08/18/2021	09/08/2021	12/03/2021
CA	VCP	Voluntary Cleanup Program Properties	Department of Toxic Substances Control	10/25/2021	10/26/2021	01/14/2022
CA	WASTEWATER PITS	Oil Wastewater Pits Listing	RWQCB, Central Valley Region	02/11/2021	07/01/2021	09/29/2021
CA	WDR	Waste Discharge Requirements Listing	State Water Resources Control Board	09/07/2021	09/08/2021	12/01/2021
CA	WDS	Waste Discharge System	State Water Resources Control Board	06/19/2007	06/20/2007	06/29/2007
CA	WELL STIM PROJ	Well Stimulation Project (GEOTRACKER)	State Water Resources Control Board	09/07/2021	09/07/2021	11/29/2021
CA	WIP	Well Investigation Program Case List	Los Angeles Water Quality Control Board	07/03/2009	07/21/2009	08/03/2009
CA	WMUDS/SWAT	Waste Management Unit Database	State Water Resources Control Board	04/01/2000	04/10/2000	05/10/2000
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	09/30/2017	05/08/2018	07/20/2018
US	ABANDONED MINES	Abandoned Mines	Department of Interior	09/14/2021	09/15/2021	12/15/2021
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2019	09/15/2021	12/14/2021

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	COAL ASH DOE	Steam-Electric Plant Operation Data	Department of Energy	12/31/2019	12/01/2020	02/09/2021
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	01/12/2017	03/05/2019	11/11/2019
US	CONSENT	Superfund (CERCLA) Consent Decrees	Department of Justice, Consent Decree Library	09/30/2021	10/13/2021	01/10/2022
US	CORRACTS	Corrective Action Report	EPA	09/13/2021	09/15/2021	10/12/2021
US	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9	01/12/2009	05/07/2009	09/21/2009
US	DOCKET HWC	Hazardous Waste Compliance Docket Listing	Environmental Protection Agency	05/06/2021	05/21/2021	08/11/2021
US	DOD	Department of Defense Sites	USGS	12/31/2005	11/10/2006	01/11/2007
US	DOT OPS	Incident and Accident Data	Department of Transporation, Office of Pipeli	01/02/2020	01/28/2020	04/17/2020
US	Delisted NPL	National Priority List Deletions	EPA	10/20/2021	11/05/2021	11/29/2021
US	ECHO	Enforcement & Compliance History Information	Environmental Protection Agency	01/01/2022	01/04/2022	01/10/2022
US	EDR Hist Auto	EDR Exclusive Historical Auto Stations	EDR, Inc.			
US	EDR Hist Cleaner	EDR Exclusive Historical Cleaners	EDR, Inc.			
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.			
US	EPA WATCH LIST	EPA WATCH LIST	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014
US	ERNS	Emergency Response Notification System	National Response Center, United States Coast	09/13/2021	09/21/2021	12/15/2021
US	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	05/25/2021	06/24/2021	09/20/2021
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	04/02/2018	04/11/2018	11/06/2019
US	FEMA UST	Underground Storage Tank Listing	FEMA	10/14/2021	11/05/2021	02/01/2022
US	FINDS	Facility Index System/Facility Registry System	EPA	05/05/2021	05/18/2021	08/17/2021
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	10/26/2021	11/16/2021	02/08/2022
US	FUELS PROGRAM	EPA Fuels Program Registered Listing	EPA	11/15/2021	11/15/2021	02/01/2022
US	FUSRAP	Formerly Utilized Sites Remedial Action Program	Department of Energy	07/26/2021	07/27/2021	10/22/2021
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	09/12/2021	09/13/2021	09/28/2021
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	11/18/2016	11/23/2016	02/10/2017
US	IHS OPEN DUMPS	Open Dumps on Indian Land	Department of Health & Human Serivces, Indian	04/01/2014	08/06/2014	01/29/2015
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	04/28/2021	06/11/2021	09/07/2021
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	10/12/2021	11/15/2021	02/08/2022
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	05/28/2021	06/22/2021	09/20/2021
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	10/12/2021	11/15/2021	02/08/2022
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	10/12/2021	11/15/2021	02/08/2022
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	10/12/2021	11/15/2021	02/08/2022
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	10/12/2021	11/15/2021	02/08/2022
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	10/12/2021	11/15/2021	02/08/2022
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2014	07/14/2015	01/10/2017
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	10/14/2021	11/15/2021	02/08/2022
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	10/12/2021	11/15/2021	02/08/2022
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	05/28/2021	06/22/2021	09/20/2021
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	04/06/2021	06/11/2021	09/07/2021
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	10/12/2021	11/15/2021	02/08/2022
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	10/12/2021	11/15/2021	02/08/2022
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	10/12/2021	11/15/2021	02/08/2022
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	10/12/2021	11/15/2021	02/08/2022

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	07/27/2015	09/29/2015	02/18/2016
US	INDIAN VCP R7	Voluntary Cleanup Priority Lisitng	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	10/20/2021	11/05/2021	11/29/2021
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	10/20/2021	11/05/2021	11/29/2021
US	LUCIS	Land Use Control Information System	Department of the Navy	11/15/2021	11/16/2021	02/08/2022
US	MINES MRDS	Mineral Resources Data System	USGS	04/06/2018	10/21/2019	10/24/2019
US	MINES VIOLATIONS	MSHA Violation Assessment Data	DOL, Mine Safety & Health Admi	06/30/2021	07/01/2021	09/28/2021
US	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	07/29/2021	08/24/2021	11/19/2021
US	NPL	National Priority List	EPA	10/20/2021	11/05/2021	11/29/2021
US	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	11/19/2020	01/08/2021	03/22/2021
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	09/13/2019	11/06/2019	02/10/2020
US	PCS	Permit Compliance System	EPA, Office of Water	07/14/2011	08/05/2011	09/29/2011
US	PCS ENF	Enforcement data	EPA	12/31/2014	02/05/2015	03/06/2015
US	PCS INACTIVE	Listing of Inactive PCS Permits	EPA	11/05/2014	01/06/2015	05/06/2015
US	PRP	Potentially Responsible Parties	EPA	10/20/2021	11/05/2021	12/15/2021
US	Proposed NPL	Proposed National Priority List Sites	EPA	10/20/2021	11/05/2021	11/29/2021
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995
US	RADINFO	Radiation Information Database	Environmental Protection Agency	07/01/2019	07/01/2019	09/23/2019
US	RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated	Environmental Protection Agency	09/13/2021	09/15/2021	10/12/2021
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	09/13/2021	09/15/2021	10/12/2021
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	09/13/2021	09/15/2021	10/12/2021
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	09/13/2021	09/15/2021	10/12/2021
US	RCRA-VSQG	RCRA - Very Small Quantity Generators (Formerly Conditionall	Environmental Protection Agency	09/13/2021	09/15/2021	10/12/2021
US	RMP	Risk Management Plans	Environmental Protection Agency	10/20/2021	11/05/2021	11/12/2021
US	ROD	Records Of Decision	EPA	10/20/2021	11/05/2021	11/29/2021
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	01/01/2017	02/03/2017	04/07/2017
US	SEMS	Superfund Enterprise Management System	EPA	10/20/2021	11/05/2021	11/29/2021
US	SEMS-ARCHIVE	Superfund Enterprise Management System Archive	EPA	10/20/2021	11/05/2021	11/29/2021
US	SSTS	Section 7 Tracking Systems	EPA	10/18/2021	10/20/2021	01/10/2022
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2018	08/14/2020	11/04/2020
US	TSCA	Toxic Substances Control Act	EPA	12/31/2016	06/17/2020	09/10/2020
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	08/30/2019	11/15/2019	01/28/2020
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (	EPA	10/12/2016	10/26/2016	02/03/2017
US	US AIRS MINOR	Air Facility System Data	EPA	10/12/2016	10/26/2016	02/03/2017
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	06/10/2021	06/10/2021	08/17/2021
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	11/16/2021	11/18/2021	02/08/2022
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	11/19/2021	11/19/2021	02/14/2022
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	09/13/2021	09/15/2021	09/28/2021
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	11/16/2021	11/18/2021	02/08/2022
US	US INST CONTROLS	Institutional Controls Sites List	Environmental Protection Agency	11/19/2021	11/19/2021	02/14/2022
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	11/02/2021	11/22/2021	02/14/2022
US	US MINES 2	Ferrous and Nonferrous Metal Mines Database Listing	USGS	05/06/2020	05/27/2020	08/13/2020
US	US MINES 3	Active Mines & Mineral Plants Database Listing	USGS	04/14/2011	06/08/2011	09/13/2011
US	UXO	Unexploded Ordnance Sites	Department of Defense	12/31/2020	01/11/2022	02/14/2022

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl. Date	Active Date
CT	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protecti	11/11/2021	11/12/2021	02/01/2022
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2018	04/10/2019	05/16/2019
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	01/01/2019	10/29/2021	01/19/2022
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	06/30/2018	07/19/2019	09/10/2019
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2020	11/30/2021	02/18/2022
WI	WI MANIFEST	Manifest Information	Department of Natural Resources	05/31/2018	06/19/2019	09/03/2019
US	AHA Hospitals	Sensitive Receptor: AHA Hospitals	American Hospital Association, Inc.			
US	Medical Centers	Sensitive Receptor: Medical Centers	Centers for Medicare & Medicaid Services			
US	Nursing Homes	Sensitive Receptor: Nursing Homes	National Institutes of Health			
US	Public Schools	Sensitive Receptor: Public Schools	National Center for Education Statistics			
US	Private Schools	Sensitive Receptor: Private Schools	National Center for Education Statistics			
CA	Daycare Centers	Sensitive Receptor: Licensed Facilities	Department of Social Services			
US	Flood Zones	100-year and 500-year flood zones	Emergency Management Agency (FEMA)			
US	NWI	National Wetlands Inventory	U.S. Fish and Wildlife Service			
CA	State Wetlands	Wetland Inventory	Department of Fish and Wildlife			
US	Topographic Map	Current USGS 7.5 Minute Topographic Map	U.S. Geological Survey			
US	Oil/Gas Pipelines		Endeavor Business Media			
US	Electric Power Transmission Line Data		Endeavor Business Media			

STREET AND ADDRESS INFORMATION

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Regular Meeting of 07-16-24

GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

MACKNET PROPERTY
SOUTH OF HELEN DRIVE
REDLANDS, CA 92373

TARGET PROPERTY COORDINATES

Latitude (North):	34.0157 - 34ˆ 0’ 56.52’’
Longitude (West):	117.136868 - 117ˆ 8’ 12.72’’
Universal Tranverse Mercator:	Zone 11
UTM X (Meters):	487362.6
UTM Y (Meters):	3763710.8
Elevation:	2221 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	12014994 REDLANDS, CA
Version Date:	2018
Northeast Map:	12015002 YUCAIPA, CA
Version Date:	2018
Southeast Map:	12014838 EL CASCO, CA
Version Date:	2018
Southwest Map:	12015927 SUNNYMEAD, CA
Version Date:	2018

EDR’s GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

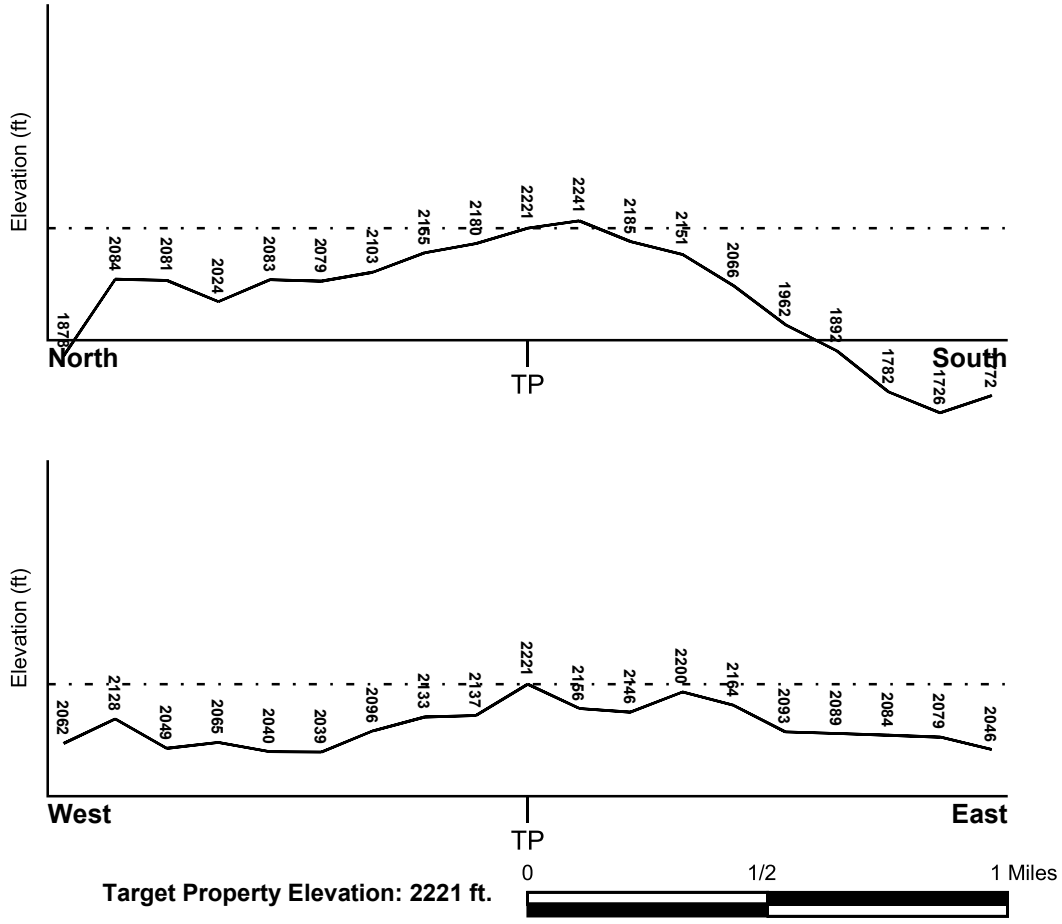
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General West

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
06071C8719H	FEMA FIRM Flood data

Additional Panels in search area:	FEMA Source Type
06071C8740H	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
NOT AVAILABLE	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site−specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

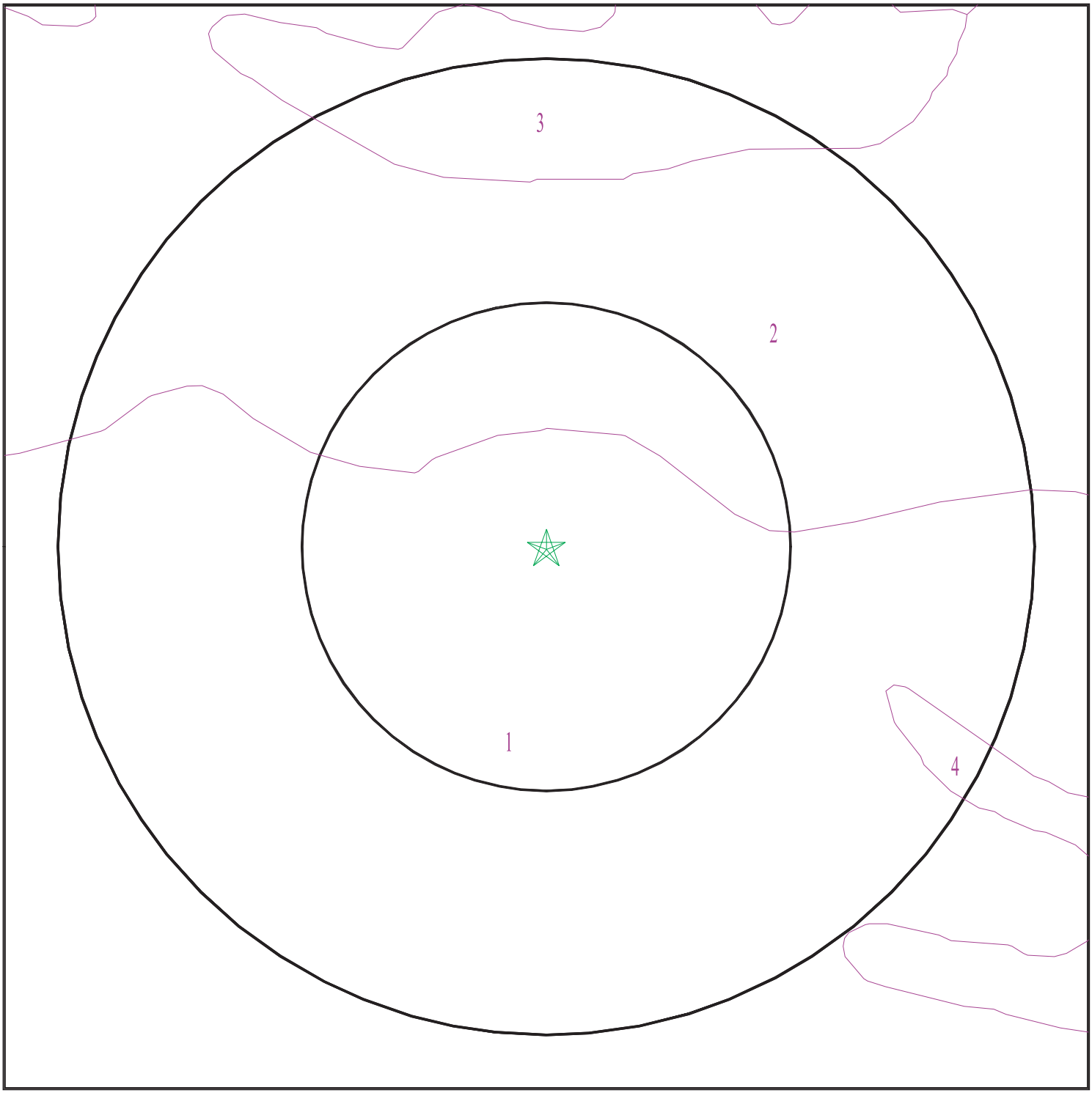
Era:	Cenozoic
System:	Quaternary
Series:	Quaternary
Code:	Q *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 6867268.2s



Target Property
SSURGO Soil
Water

0 1/16 1/8 1/4 Miles

N

SITE NAME: Macknet Property	CLIENT: Terracon
ADDRESS: South of Helen Drive Redlands, CA 92373	CONTACT: Laura Hedman
Redlands Regular Meeting of 07-16-24	INQUIRY #: 6867268.2s
LAT/LONG: 34.0157 / 117.136868	DATE: February 22, 2022 9:29 am

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Saugus

Soil Surface Texture: sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	7 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	Not reported	Max: 4 Min: 1.4	Max: Min:
2	7 inches	40 inches	loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	Not reported	Max: 4 Min: 1.4	Max: Min:
3	40 inches	44 inches	weathered bedrock	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	Not reported	Max: 4 Min: 1.4	Max: Min:

Soil Map ID: 2

Soil Component Name: RAMONA

Soil Surface Texture: sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information

	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	22 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6
2	22 inches	31 inches	loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6
3	31 inches	53 inches	sandy clay loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6
4	53 inches	59 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Map ID: 3

Soil Component Name: RAMONA

Soil Surface Texture: sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	22 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6
2	22 inches	31 inches	loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6
3	31 inches	53 inches	sandy clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6
4	53 inches	59 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.6

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Map ID: 4

Soil Component Name: Hanford

Soil Surface Texture: sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	11 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 5.6
2	11 inches	59 inches	fine sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 5.6

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

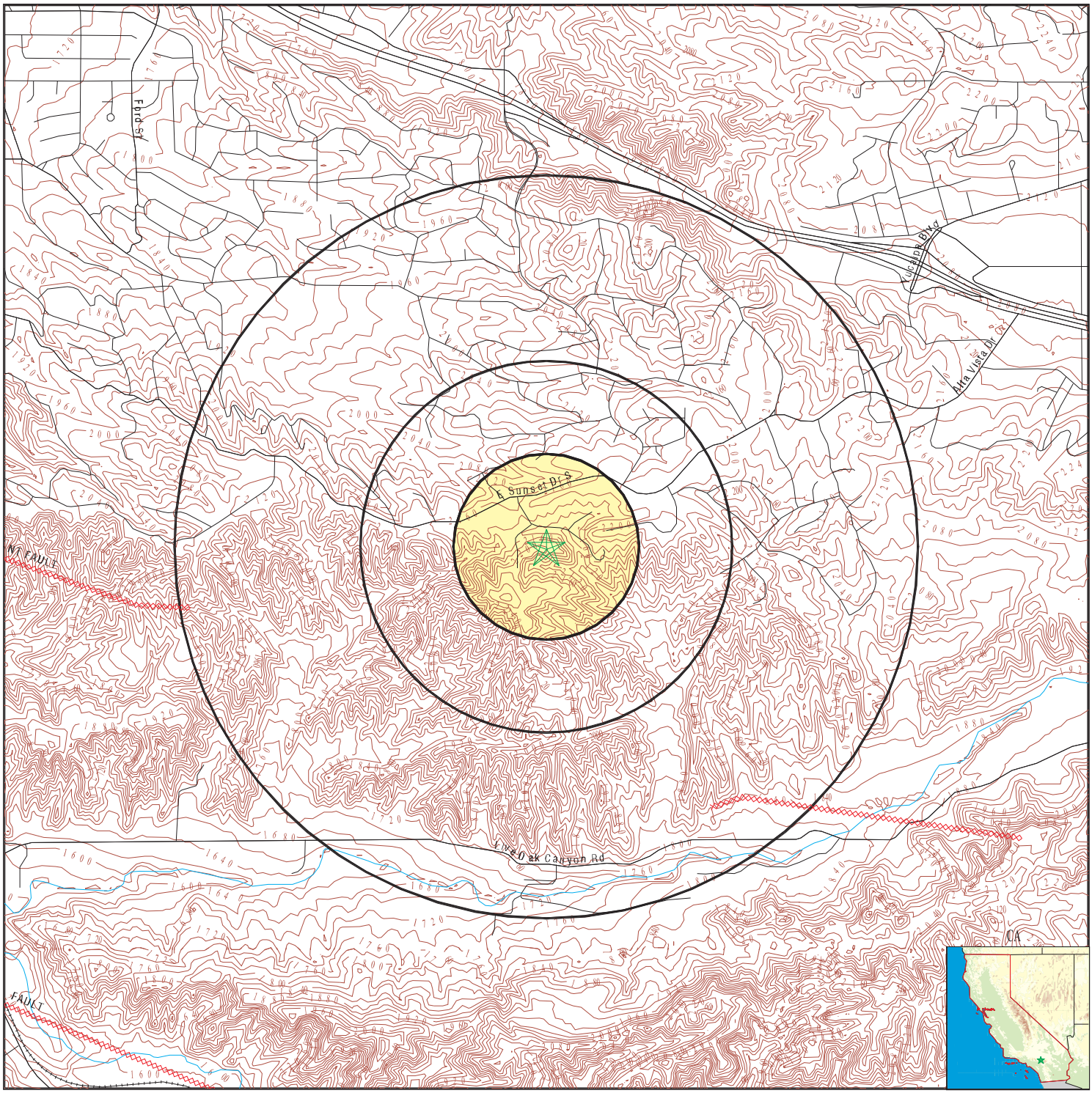
MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
No Wells Found		

PHYSICAL SETTING SOURCE MAP - 6867268.2s



- County Boundary
- Major Roads
- Contour Lines
- Earthquake Fault Lines
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- GI Indeterminate Groundwater Flow at Location
- GV Groundwater Flow Varies at Location
- HD Closest Hydrogeological Data
- Oil, gas or related wells

SITE NAME: Macknet Property	CLIENT: Terracon
ADDRESS: South of Helen Drive Redlands CA 92373	CONTACT: Laura Hedman
LAT/LONG: 34.0157 / 117.136868	INQUIRY #: 6867268.2s DATE: February 22, 2022 9:29 am

Redlands Regular Meeting of 07-16-24

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: CA Radon

Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
92373	29	0

Federal EPA Radon Zone for SAN BERNARDINO County: 2

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for SAN BERNARDINO COUNTY, CA

Number of sites tested: 18

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.678 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Department of Fish and Wildlife
Telephone: 916-445-0411

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

OTHER STATE DATABASE INFORMATION

Groundwater Ambient Monitoring & Assessment Program
State Water Resources Control Board
Telephone: 916-341-5577
The GAMA Program is Californias comprehensive groundwater quality monitoring program. GAMA collects data by testing the untreated, raw water in different types of wells for naturally-occurring and man-made chemicals. The GAMA data includes Domestic, Monitoring and Municipal well types from the following sources, Department of Water Resources, Department of Heath Services, EDF, Agricultural Lands, Lawrence Livermore National Laboratory, Department of Pesticide Regulation, United States Geological Survey, Groundwater Ambient Monitoring and Assessment Program and Local Groundwater Projects.

Water Well Database
Source: Department of Water Resources
Telephone: 916-651-9648

California Drinking Water Quality Database
Source: Department of Public Health
Telephone: 916-324-2319
The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

California Oil and Gas Well Locations
Source: Dept of Conservation, Geologic Energy Management Division
Telephone: 916-323-1779
Oil and Gas well locations in the state.

California Earthquake Fault Lines
Source: California Division of Mines and Geology
The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

RADON

State Database: CA Radon
Source: Department of Public Health
Telephone: 916-210-8558
Radon Database for California

PHYSICAL SETTING SOURCE RECORDS SEARCHED

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

STREET AND ADDRESS INFORMATION

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APPENDIX E
CREDENTIALS

Resume

Laura Hedman

Staff Geologist



PROFESSIONAL EXPERIENCE

Ms. Hedman is a staff geologist in Terracon's Colton, CA office, Environmental Department. Ms. Hedman's professional experience includes Environmental Services, Phase I Environmental Site Assessments (ESAs), Limited Site Investigations (LSIs), soil and groundwater sampling, and groundwater monitoring projects. She has conducted site assessments on office facilities, warehouses, manufacturing facilities, automotive dealerships, restaurants, medical offices, telecommunication towers, vacant, and agricultural land. She prepares environmental site assessment reports; researches city directories and regulatory agency files; and reviews aerial photographs and topographic maps. In addition, she assists the Senior Project Manager in Phase I Environmental Site Assessments.

PROJECT EXPERIENCE

Office Buildings/Medical Office Building – California

Project Manager and Environmental Site Assessments on office properties, which includes multi-story financial, educational, medical office buildings, and a 95,000-square-foot community hospital.

Warehouse Buildings/Logistical Centers – California

Project Manager and Environmental Site Assessment on warehouses and logistical centers, which includes commercial facilities with 1.2 million-square-foot warehousing space.

Restaurants/Retail Buildings – California

Project Manager and Environmental Site Assessment on family-style restaurants, and retail lease spaces.

Auto Dealership/Automotive Service– California

Project Manager and Environmental Site Assessment on automotive dealerships, automotive maintenance facilities, and automotive collision repair centers.

Undeveloped/Vacant/Agricultural – California

Project Manager and Environmental Site Assessments on undeveloped, vacant, and agricultural land; from less than one-acre- to over 200-acre parcel of land.

EDUCATION

Bachelor of Science, Geology/Earth Science, University of California, Riverside, 2016

Mount San Jacinto College
Associate of Science, Geographic Information Systems (GIS), May 2014

CERTIFICATIONS

Geologist in Training (Fundamental of Geology), June 2017

PROFESSIONAL TRAINING

40-Hour OHSA HAZWOPER

24-Hour AHERA Asbestos Abatement Building Inspector

40-Hour AHERA Asbestos Supervisor Training

WORK HISTORY

Terracon, Colton, California
Staff Geologist
January 2018 to Present

United States Army, Master Sergeant, Retired;
Recruiting Battalion Operations Senior NonCommissioned Officer/ Senior Career Counselor
August 1988 to February 2011

Carl A. Parten

Office Manager, Senior Principal



PROFESSIONAL EXPERIENCE

Mr. Parten has 32 years of experience in environmental consulting in multiple regional regulatory districts throughout the United States. His professional experience includes comprehensive site investigations and remediation studies for Industrial and Hazardous Waste sites, municipal solid waste landfill sites and underground storage tank (UST) facilities.

He has successfully managed and obtained regulatory closure of over 30 Voluntary Cleanup Program (VCP) sites and leaking underground storage tank (LUST) facilities, and coordinated UST removal and closure for numerous facilities in multiple states throughout the United States. Mr. Parten continues to serve as a technical lead with Terracon and he possesses extensive experience in the installation of monitor wells, aquifer characterization, sensitive receptor surveys, risk-based assessments, vapor intrusion (VI) evaluations, and soil-gas assessments. Additionally, he has extensive experience in comprehensive soil and groundwater investigations on industrial facilities and municipal solid waste (MSW) landfill facilities, including evaluation of landfill gas/methane impacts. He has prepared and implemented corrective action work plans for remediation of chlorinated hydrocarbons at dry cleaner facilities and petroleum hydrocarbons at LUST facilities, MSW landfill facilities, and managed and implemented groundwater pump and treat, non-aqueous phase liquid (NAPL) recovery, and duel-phase vapor extraction systems for the recovery of petroleum hydrocarbons. Additionally, Mr. Parten developed work plans and implemented the remediation of heavy metals and poly-nuclear aromatic hydrocarbons (PAHs).

PROJECT EXPERIENCE

Kaiser Permanente, AV Behavioral Health, Lancaster, California
Provided QA/QC for the Phase I ESA for the potential Kaiser Permanente AV Behavioral Health Building that consisted of a 29,245-square-foot (SF) single-story building with a mezzanine, in a multi-tenant commercial/retail shopping center on an approximately 6.12-acre parent tract. Our scope of services included the site

EDUCATION

Bachelor of Science, Geology, Sul Ross State University, Alpine, Texas, 1994

Additional Courses:
University of Houston TCEQ Texas Risk Reduction Program: Mod. I, II, and III
Roadmap to Remediation
CAPM Refresher Course, Texas A&M University
TNRCC Hazardous Waste Seminar
TNRCC PST Risk Assessments Seminar
TNRCC Pollution Prevention Workshop
API Risk/Exposure Assessment
Contaminant Fate and Transport Modeling in Risk Assessment
Environmental Hydrology / Soil Science

REGISTRATIONS

Licensed Professional Geoscientist (P.G.), I.D. # 221, Texas Board of Professional Geoscientists 2003 (current)

Registered Professional Geologist (P.G.), I.D. # 004037; State of Tennessee, May 1996 (current)

TCEQ Corrective Action Project Manager, CAPM #01091 (current)

40 Hour OSHA Hazardous Waste Site & Waste Management Training

AFFILIATIONS

BDA/Orange County
Groundwater Resource Assoc.
Geological Society of America

reconnaissance and soil and soil vapor sampling. Provided QA/QC review of the report before we sent it to the client.

Kaiser Permanente, Primary Care Medical Office Building, Wildomar, California
Project Manager for the Phase I ESA for the potential Kaiser Permanente Primary Care Medical Office Building consisted of an approximately 36-acre tract of generally vacant land. Provided QA/QC review of the report before we sent it to the client.

Industrial Warehouse Facility – La Palma, California
Phase I ESA, comprehensive subsurface investigation and delineation of volatile organic compounds (VOCs), petroleum hydrocarbons TPH) in soil, groundwater and vapor to characterize environmental site conditions and development of response actions. Soil remediation, soil vapor extraction of VOCs, and waste characterization/disposal of impacted environmental media at a large warehouse facility. Active monitoring and additional response actions are on-going. Consulting services included preparation of investigation reports, response action work plans, client interaction and litigation support.

Industrial Warehouse Facility / Demolition / Soil Management – Los Angeles / Union Crossing - California
Phase I ESA, Limited Site Investigation, soil management plan / remediation of impacted soils, underground storage tank / structures management and support services, investigation and delineation of volatile organic compounds (VOCs), petroleum hydrocarbons TPH) in soil, and waste characterization and disposal of impacted environmental media. Consulting services included preparation of investigation reports, response action work plans, client interaction and construction management support.

Industrial Facility – Union City, California
Subsurface investigation and delineation of heavy metals and polynuclear aromatic hydrocarbons (PAHs) in soil to facilitate the development of response actions and waste characterization/disposal of impacted environmental media at a large industrial facility with over sixty years of operations. Consulting services included preparation of investigation reports, response action work plans, and client/regulatory interaction.

Industrial Facility – Land-use Change/Private School, Los Angeles, CA
Environmental consulting services including Phase I Environmental Site Assessments (ESA) due diligence support, subsurface investigation activities to evaluate environmental media including soil, groundwater, soil gas and indoor / outdoor air. Services included a land-use change from an industrial facility to a private school. Prepared environmental investigation reports, regulatory interaction, corrective action design and work plan for management of environmental media.

USARC Facility – Mare Island, California
Environmental team leader for evaluation of an existing 32-acre military facility, Mare Island in California. The teaming effort included the preparation of a Technical Assessment report on the facility to provide

USAR a decision making and programming tool to establish future restoration and replacement upgrades to the facility. The report included an evaluation of existing conditions of the site and facilities with respect to current mission and identified construction costs required to comply with USAR facility standards, Anti-Terrorism/Force Protection requirements, handicapped accessibility regulations, and current building codes. Conceptual costs for related improvements and environmental mitigation were presented.

Major Department Store Commercial Retail Portfolio
Environmental team lead for evaluating environmental site conditions and due diligence review, including overseeing Phase I Environmental Site Assessments and Phase II Environmental Site Investigations for over fifty retail facilities with automotive maintenance across California. Findings from subsurface investigations were used to support regulatory closure of select facilities to facilitate a real estate transaction across the United States.

Automated Fuel Dispensing Facilities – Camp Pendleton, California
Project scope included environmental and geotechnical investigations at six fueling existing/proposed facilities within Camp Pendleton, California. The project consisted of construction of new buildings, canopies, pavements, retaining walls, slopes, and installation of underground storage tanks (USTs), and other site facilities. Served as the primary client point of contact and environmental technical leader.

Mixed-Use High-rise Building, West Hollywood, California
Conducted comprehensive investigation and assisted the client through enrolling and interacting with the DTSC / VCP regarding chlorinated solvent and heavy metal-impacted soil and groundwater. Provided construction management oversight to manage impacted soils and assisted the client in waste disposition, permitting and regulatory compliance interaction. A total of 52,000 cubic yards of soil was removed from the site and disposed at an off-site facility, prior to the construction of a $170M high-rise multi-use complex. Terracon's support services allowed for significant savings in construction, on an expedited timeline in concert with the construction schedule.

Underground Storage Tank and Soil Remediation – Regional Water Board, Squaw Valley, CA
Terracon assisted a private developer with the regulatory closure of an underground storage tank (UST) site located in Squaw Valley, California. The abandoned 10,000-gallon UST was responsible for a release of heavy waste oils to the ground surface and banks of a creek. Following disposal of the UST, approximately 70 cubic yards of petroleum-impacted soils were excavated and properly disposed. Interaction with the Regional Water Board and Public Notification resulted in the issuance of case closure.

Retail Shopping Center – Former Dry Cleaners Facility – DTSC, Fremont, CA
Conducted extensive site investigation activities to evaluate the magnitude and extent of chlorinated solvents identified in the vicinity of a former dry cleaners' facility, including an evaluation of groundwater, soil, soil-gas and indoor vapors as a result of a chlorinated solvent plume. Mr. Parten provided direct support and interaction with client, client legal team and DTSC representatives to manage the closure

process, including the preparation of work plans and environmental investigation reports, risk-based human health evaluation, and response actions.

Soil Remediation – Riverside County Regulatory Oversight, Telecommunications Site, Perris, CA
Terracon assessed the magnitude and extent of a surficial release of petroleum hydrocarbons, developed a work plan, approved by overseeing agency, and conducted remediation, removal and legal disposal of 80 cubic yards of non-hazardous soil.

Municipal Landfill – VCP Site
Successfully oversaw and managed the engineering design and construction quality assurance for the closure and restoration of a high-profile MSW landfill in accordance with regulatory standards, subsequent to significant investigation activities. The remedy consisted of removal and consolidation of wastes and construction of LFG recovery trenches to prevent migration of landfill gas. The remedy utilized engineering controls and removal of impacted media. Project management responsibilities included coordination with Local, State and Federal officials, public/neighborhood communications, and interaction with attorneys, and management of project budgets that exceeded $4.5 million over seven years. Terracon continues to provide post closure care monitoring and O&M for the site.

Department of Transportation Contract - TX
Successfully managed a two-year environmental services contract with the Texas Department of Transportation (TxDOT) and coordinated multiple Terracon offices to provide geographic coverage of environmental consulting service throughout Texas. Mr. Parten was the liaison to TxDOT for the performance of environmental consulting services, and provided senior technical review of environmental investigations, Phase I ESAs, removal of underground storage tanks, remediation of affected media and waste management, asbestos and lead-based paint investigations, and management of financial metrics and budgets in strict conformance with negotiated fees and procedures under a $2,000,000 contract.

City-Operated LUST Facilities
Provided senior project management of 14 City operated LUST facilities through coordination of investigation, regulatory reporting and response actions in the pursuit of closure. Mr. Parten was responsible for managing all site activities, evaluation of data, reporting, communicating with local and state officials, and management of budget and schedule requirements.

Municipal Property
Provided senior project management and technical review of several properties, including the remediation of metals and PAH-impacted soils, using a combination of excavation and removal and in-place stabilization. Work was performed under the EPA Brownfields Program and the Voluntary Cleanup Program. The $1.2 million-dollar remediation project was part of a high-profile downtown parks and recreation redevelopment project that successfully established LEED Certified public parks in areas once occupied by commercial and industrial property. Mr. Parten was responsible for managing all site

activities, evaluation of data, reporting, communicating with local and state officials, and management of budget and schedule requirements.

Retail Shopping Center – VCP Site

Conducted extensive site investigation activities to evaluate the magnitude and extent of chlorinated solvents identified in the vicinity of a former dry cleaners' facility. The chlorinated solvent plume was defined to drinking water standards and was delineated to a creek channel nearly 1,200 feet from the source property. Based on site investigation results, assisted the property owner in entering the site into the VCP, and managed and implemented response actions and treatment of affected media utilizing a combination of source-removal/excavation (750 cubic yards) within the building interiors, hydrogen-releasing compound (HRC®) treatment of backfill, and HRC injection into the underlying soil and groundwater across the site. Treatment technology effectively remediated affected soils and significantly reduced contaminant levels within the on-site source areas. Additional response actions were conducted to reduce on-site groundwater contamination levels through HRC injection at over 250 locations. Monitored natural attenuation and groundwater monitoring was performed for a period of approximately four years. Mr. Parten assisted the client in the establishment of a deed restriction (Municipal Setting Designation) that restricted the use of groundwater on the site. Mr. Parten interacted with City and State officials and prepared and submitted multiple reports documenting site activities and managed a project budget totaling $1,200,000.

Additional Project Experience

Under the direction and senior technical review by Mr. Parten, final site closure has been obtained for over thirty VCP, Innocent Owner/Operator Program, LUST, and Industrial and Hazardous Waste facilities in multiple states across the United States. Additionally, Mr. Parten has coordinated and managed the removal of dozens of underground storage tank (UST) systems and remediation of contaminated soil and groundwater. Mr. Parten has provided expert testimony on multiple projects and is a primary point of contact interacting with environmental attorneys and regulatory agencies.

Todd G. McFarland, PG, CHG



DEPARTMENT MANAGER

PROFESSIONAL EXPERIENCE

Mr. McFarland has over 21 years of experience as a professional geologist and hydrogeologist, in over 200 site characterization and remediation projects throughout California. He is an environmental Department Manager for Terracon's Colton office. Mr. McFarland has been involved with environmental investigations, well design and construction, aquifer testing, Phase I and II ESAs, including agricultural, petroleum, and industrial properties; and remediation design and mitigation for commercial, industrial and LUST/LUFT projects.

Mr. McFarland's expertise includes hydrogeology, Phase I & II Environmental Assessments, Hazardous Waste Site Investigations, LUST/LUFT Site Investigation and Remediation (soil, vapor, and groundwater) Hydrogeology, Contaminant Fate & Transport, Well Design and Construction, Remedial Strategy and Design, California UST Cleanup Fund, Triad Approach Investigation Methods, and high resolution site characterization (HRSC).

PROJECT EXPERIENCE

Charis Corporation/US Army, Aquifer and Well Evaluation, Fort Irwin, California
Project Geologist for the identification, assessment and testing of domestic and agricultural wells associated with the expansion of Ft. Irwin military base. Responsible for field mapping, staff and logistics coordination, subcontractor management, well pumping, mine shaft mapping and collection of samples for heavy metal analytical testing.

Bechtel, Mountain View Power Plant Expansion Project, Loma Linda, California
Project Geologist support for pump test and analytical testing of new production well within the Bunker Hill Basin. Sampling and testing of water for Title 22, perchlorate and TCE to determine well viability, and ability to discharge surplus water to Santa Ana River.

Herzog, Rail Line Rehabilitation Project, San Bernardino, California
Project Geologist for compliance monitoring, soil sampling and remediation management of soils during rail line rehabilitation. Project work conducted for BNSF under their oversight and safety management guidelines. Managed daily soil screening, mobile laboratory analysis oversight and directed soil excavation and segregation for offsite disposal of hydrocarbon and solvent impacted soils.

Amtrak, 8th Street Amtrak Yard ROW Investigation, Los Angeles, California
Project Geologist for Phase I & II assessments along ROWs within the active rail yard for proposed ROW exchange. Project work included drilling and soil sampling adjacent to active rail lines associated with train maintenance and wash rack. Reporting and recommendations for soil remediation options.

EDUCATION

Bachelor of Science, Hydrogeology, Northern Arizona University, 1998

AA, Art/Architecture, Pasadena City College, 1992

REGISTRATIONS

California Professional Geologist, PG #7685

California Certified Hydrogeologist, CHG #979

CERTIFICATIONS

GIS Certification, University of California, Riverside, 2017

40-Hour OSHA Hazardous Materials Training

8-Hour OSHA Supervisory and Confined Space Training

8-Hour LPS/OSHA Refresher (current)

CPR/First Aid Certified (current)

LPS 8-Hour Training Certification, 5/2006

16-Hour Chevron EMC CSOC Training, 11/2007

Defensive Driving Course, 6/2006

DOT-Basic HazMat Training, 5/2007

Title 22 California-Hazardous Waste Generator Training, 5/2007

Lean Six Sigma Training, 3/2011

Cost Engineering and Cost Loaded Scheduling and Training, 4/2011 & 3/2012

WORK HISTORY

Terracon Consultants, Inc., Department Manager, 2018-Present

AECOM, Sr. Project Manager/Sr. Hydrogeologist, 2013-2018

HFA, Sr. Geologist/Sr. Project Manager, 2009-2013, Assoc. Geologist/Sr. Geologist/Project Manager/Office Manager, 2004-2009

Geo-Cal, Inc., Project Geologist, 2003 – 2004

CHJ, Inc., Staff Geologist, 1998-2003

Chevron and ExxonMobil, Service Station and Terminal Facility Management, Southern and Northern California
Project/Senior Geologist and Project Manager for portfolio of underground storage tank facilities. Managed schedule, costs and project work for numerous retail service station and bulk tank facilities. Scoped and executed assessment and remedial efforts targeted to model and remove contaminants. Geological logging and drilling oversight for the installation of numerous shallow and deep monitoring wells within unconsolidated and over-consolidated soils. Develop and execute aquifer, soil vapor extraction, and air sparge testing to determine feasibility of remedial options. Prepare conceptual site models to evaluate project data and develop remedial action plans and human health risk assessments. Collaborate with engineers to design, build and execute remedial systems for treatment of petroleum impacted soil and groundwater. Responsible for direct interaction with client and regulators to develop and execute strategies.

Chevron EMC, MTBE Groundwater Plume Investigation and Remediation, San Juan Capistrano California
Senior Geologist and Project Manager for two underground storage tank facilities that allegedly affected the City's water production supply. Scoped and executed assessment and remedial efforts targeted to model and remove benzene and MTBE. Installed and operated in-situ soil and groundwater remedial systems. Geological logging and drilling oversight for the installation of numerous shallow and deep monitoring and remediation wells. Testing and evaluation of City's production wells. Attend and participate in public hearings, plan and participate in planning and design review meetings. Conduct client meetings and provide project details to client's legal team.

Confidential Client, Crafton-Redlands Perchlorate Plume Investigation, Mentone, California
Project Geologist for underground storage tank facility. Geological logging and drilling oversight for the installation of deep monitoring wells within the Crafton-Redlands Plume using rotary casing hammer and sonic drilling rigs. Collection of soil and groundwater samples to evaluation aquifer for petroleum hydrocarbons, including MTBE and perchlorate. Conduct soil vapor extraction pilot testing for in-situ soil remediation of hydrocarbon impacts.

City of Rialto, Landfill Investigation and Post-Closure Monitoring, Rialto, California. Project Geologist for landfill closure and post-closure investigations and monitoring. On going monitoring of water quality beneath and surrounding the boundary limits of landfill. Statistical analysis and reporting of water quality data to determine trends and stability post-closure.

City of Los Angeles, Community Park Development, Lead Removal, California
Project Geologist for development of a community park. Planned, coordinated, and conducted assessment and remediation of aerial deposited lead within a residential community. Conducted lead dust monitoring, excavation activities and verification sampling and reporting.

City of Blythe, Citywide Commingled Plume Investigation, Blythe, California
Project Manager for city wide commingled plume assessment and remedial cleanup of 7 commingled plumes (over 30 individual sites) related to petroleum releases to groundwater. Conducted large-scale site assessment, well installation and remedial actions including soil vapor extraction, dual-phase extraction, free-product extraction and soil excavation. Managed complex financial contract and UST Cleanup Fund reimbursement. Responsible for direct interaction with client (City), UST Cleanup Fund and California's Water Board to develop and execute strategies.

AFCEC, Industrial Waste Line Removal and Vapor Intrusion Risk Assessment, Former Norton Air Force Base, San Bernardino, California
Senior hydrogeologist for evaluation of soil and soil vapor sampling. Conducted closure report review, human health risk assessment modeling and evaluation, and closure recommendations. Evaluation and reporting resulted in obtaining closure from DTSC.

APPENDIX F
DESCRIPTION OF TERMS AND ACRONYMS

Description of Selected General Terms and Acronyms

Term/Acronym	Description
ACM	Asbestos Containing Material. Asbestos is a naturally occurring mineral, three varieties of which (chrysotile, amosite, crocidolite) have been commonly used as fireproofing or binding agents in construction materials. Exposure to asbestos, as well as ACM, has been documented to cause lung diseases including asbestosis (scarring of the lung), lung cancer and mesothelioma (a cancer of the lung lining). Regulatory agencies have generally defined ACM as a material containing greater that one (1) percent asbestos, however some states (e.g. California) define ACM as materials having 0.1% asbestos. In order to define a homogenous material as non-ACM, a minimum number of samples must be collected from the material dependent upon its type and quantity. Homogenous materials defined as non-ACM must either have 1) no asbestos identified in all of its samples or 2) an identified asbestos concentration below the appropriate regulatory threshold. Asbestos concentrations are generally determined using polarized light microscopy or transmission electron microscopy. Point counting is an analytical method to statistically quantify the percentage of asbestos in a sample. The asbestos component of ACM may either be friable or non-friable. Friable materials, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure and have a higher potential for a fiber release than non-friable ACM. Non-friable ACM are materials that are firmly bound in a matrix by plastic, cement, etc. and, if handled carefully, will not become friable. Federal and state regulations require that either all suspect building materials be presumed ACM or that an asbestos survey be performed prior to renovation, dismantling, demolition, or other activities that may disturb potential ACM. Notifications are required prior to demolition and/or renovation activities that may impact the condition of ACM in a building. ACM removal may be required if the ACM is likely to be disturbed or damaged during the demolition or renovation. Abatement of friable or potentially friable ACM must be performed by a licensed abatement contractor in accordance with state rules and NESHAP. Additionally, OSHA regulations for work classification, worker training and worker protection will apply.
AHERA	Asbestos Hazard Emergency Response Act
AST	Aboveground Storage Tanks. ASTs are generally described as storage tanks less than 10% of which are below ground (i.e., buried). Tanks located in a basement, but not buried, are also considered ASTs. Whether, and the extent to which, an AST is regulated, is determined on a case-by-case basis and depends upon tank size, its contents and the jurisdiction of its location.
BGS	Below Ground Surface
Brownfields	State and/or tribal listing of Brownfield properties addressed by Cooperative Agreement Recipients or Targeted Brownfields Assessments.
BTEX	Benzene, Toluene, Ethylbenzene, and Xylenes. BTEX are VOC components found in gasoline and commonly used as analytical indicators of a petroleum hydrocarbon release.
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act (a.k.a. Superfund). CERCLA is the federal act that regulates abandoned or uncontrolled hazardous waste sites. Under this Act, joint and several liability may be imposed on potentially responsible parties for cleanup-related costs.
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System. An EPA compilation of sites having suspected or actual releases of hazardous substances to the environment. CERCLIS also contains information on site inspections, preliminary assessments and remediation of hazardous waste sites. These sites are typically reported to EPA by states and municipalities or by third parties pursuant to CERCLA Section 103.
CESQG	Conditionally Exempt Small Quantity Generators
CFR	Code of Federal Regulations

Description of Selected General Terms and Acronyms

Term/Acronym	Description
CREC	Controlled Recognized Environmental Condition is defined in ASTM E1527-13 as "a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority) , with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). A condition considered by the environmental professional to be a controlled recognized environmental condition shall be listed in the findings section of the Phase I Environmental Site Assessment report, and as a recognized environmental condition in the conclusions section of the Phase I Environmental Site Assessment report."
DOT	U.S. Department of Transportation
EPA	U.S. Environmental Protection Agency
ERNS	Emergency Response Notification System. An EPA-maintained federal database which stores information on notifications of oil discharges and hazardous substance releases in quantities greater than the applicable reportable quantity under CERCLA. ERNS is a cooperative data-sharing effort between EPA, DOT, and the National Response Center.
ESA	Environmental Site Assessment
FRP	Fiberglass Reinforced Plastic
Hazardous Substance	As defined under CERCLA, this is (A) any substance designated pursuant to section 1321(b)(2)(A) of Title 33, (B) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of this title; (C) any hazardous waste having characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (with some exclusions); (D) any toxic pollutant listed under section 1317(a) of Title 33; (E) any hazardous air pollutant listed under section 112 of the Clean Air Act; and (F) any imminently hazardous chemical substance or mixture with respect to which the EPA Administrator has taken action under section 2606 of Title 15. This term does not include petroleum, including crude oil or any fraction thereof which is not otherwise listed as a hazardous substance under subparagraphs (A) through (F) above, and the term include natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
Hazardous Waste	This is defined as having characteristics identified or listed under section 3001 of the Solid Waste Disposal Act (with some exceptions). RCRA, as amended by the Solid Waste Disposal Act of 1980, defines this term as a "solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may (A) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (B) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed."
HREC	Historical Recognized Environmental Condition is defined in ASTM E1527-13 as "a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). Before calling the past release a historical recognized environmental condition, the environmental professional must determine whether the past release is a recognized environmental condition at the time of the Phase I Environmental Site Assessment is conducted (for example, if there has been a change in the regulatory criteria). If the EP considers the past release to be a recognized environmental condition at the time the Phase I ESA is conducted, the condition shall be included in the conclusions section of the report as a recognized environmental condition."

Description of Selected General Terms and Acronyms

Term/Acronym	Description
IC/EC	A listing of sites with institutional and/or engineering controls in place. IC include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls. EC include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.
ILP	Innocent Landowner/Operator Program
LQG	Large Quantity Generators
LUST	Leaking Underground Storage Tank. This is a federal term set forth under RCRA for leaking USTs. Some states also utilize this term.
MCL	Maximum Contaminant Level. This Safe Drinking Water concept (and also used by many states as a ground water cleanup criteria) refers to the limit on drinking water contamination that determines whether a supplier can deliver water from a specific source without treatment.
MSDS	Material Safety Data Sheets. Written/printed forms prepared by chemical manufacturers, importers and employers which identify the physical and chemical traits of hazardous chemicals under OSHA's Hazard Communication Standard.
NESHAP	National Emissions Standard for Hazardous Air Pollutants (Federal Clean Air Act). This part of the Clean Air Act regulates emissions of hazardous air pollutants.
NFRAP	Facilities where there is "No Further Remedial Action Planned," as more particularly described under the Records Review section of this report.
NOV	Notice of Violation. A notice of violation or similar citation issued to an entity, company or individual by a state or federal regulatory body indicating a violation of applicable rule or regulations has been identified.
NPDES	National Pollutant Discharge Elimination System (Clean Water Act). The federal permit system for discharges of polluted water.
NPL	The NPL is the EPA's database of uncontrolled or abandoned hazardous waste facilities that have been listed for priority remedial actions under the Superfund Program.
OSHA	Occupational Safety and Health Administration or Occupational Safety and Health Act
PACM	Presumed Asbestos-Containing Material. A material that is suspected of containing or presumed to contain asbestos but which has not been analyzed to confirm the presence or absence of asbestos.
PCB	Polychlorinated Biphenyl. A halogenated organic compound commonly in the form of a viscous liquid or resin, a flowing yellow oil, or a waxy solid. This compound was historically used as dielectric fluid in electrical equipment (such as electrical transformers and capacitors, electrical ballasts, hydraulic and heat transfer fluids), and for numerous heat and fire sensitive applications. PCB was preferred due to its durability, stability (even at high temperatures), good chemical resistance, low volatility, flammability, and conductivity. PCBs, however, do not break down in the environment and are classified by the EPA as a suspected carcinogen. 1978 regulations, under the Toxic Substances Control Act, prohibit manufacturing of PCB-containing equipment; however, some of this equipment may still be in use today.
pCi/L	picoCuries per Liter of Air. Unit of measurement for Radon and similar radioactive materials.
PLM	Polarized Light Microscopy (see ACM section of the report, if included in the scope of services)
PST	Petroleum Storage Tank. An AST or UST that contains a petroleum product.

Description of Selected General Terms and Acronyms

Term/Acronym	Description
Radon	A radioactive gas resulting from radioactive decay of naturally-occurring radioactive materials in rocks and soils containing uranium, granite, shale, phosphate, and pitchblende. Radon concentrations are measured in picoCuries per Liter of Air. Exposure to elevated levels of radon creates a risk of lung cancer; this risk generally increases as the level of radon and the duration of exposure increases. Outdoors, radon is diluted to such low concentrations that it usually does not present a health concern. However, radon can accumulate in building basements or similar enclosed spaces to levels that can pose a risk to human health. Indoor radon concentrations depend primarily upon the building's construction, design and the concentration of radon in the underlying soil and ground water. The EPA recommended annual average indoor "action level" concentration for residential structures is 4.0 pCi/l.
RCRA	Resource Conservation and Recovery Act. Federal act regulating solid and hazardous wastes from point of generation to time of disposal ('cradle to grave"). 42 U.S.C. 6901 et seq.
RCRA Generators	The RCRA Generators database, maintained by the EPA, lists facilities that generate hazardous waste as part of their normal business practices. Generators are listed as either large (LQG), small (SQG), or conditionally exempt (CESQG). LQG produce at least 1000 kg/month of non-acutely hazardous waste or 1 kg/month of acutely hazardous waste. SQG produce 100-1000 kg/month of non-acutely hazardous waste. CESQG are those that generate less than 100 kg/month of non-acutely hazardous waste.
RCRA CORRACTS/TSDs	The USEPA maintains a database of RCRA facilities associated with treatment, storage, and disposal (TSD) of hazardous materials which are undergoing "corrective action". A "corrective action" order is issued when there is a release of hazardous waste or constituents into the environment from a RCRA facility.
RCRA Non-CORRACTS/TSDs	The RCRA Non-CORRACTS/TSD Database is a compilation by the USEPA of facilities which report storage, transportation, treatment, or disposal of hazardous waste. Unlike the RCRA CORRACTS/TSD database, the RCRA Non-CORRACTS/TSD database does not include RCRA facilities where corrective action is required.
RCRA Violators List	RAATS. RCRA Administrative Actions Taken. RAATS information is now contained in the RCRIS database and includes records of administrative enforcement actions against facilities for noncompliance.
RCRIS	Resource Conservation and Recovery Information System, as defined in the Records Review section of this report.
REC	Recognized Environmental Conditions are defined by ASTM E1527-13 as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment. De minimis conditions are not recognized environmental conditions."
SCL	State "CERCLIS" List (see SPL /State Priority List, below).
SPCC	Spill Prevention, Control and Countermeasures. SPCC plans are required under federal law (Clean Water Act and Oil Pollution Act) for any facility storing petroleum in tanks and/or containers of 55-gallons or more that when taken in aggregate exceed 1,320 gallons. SPCC plans are also required for facilities with underground petroleum storage tanks with capacities of over 42,000 gallons. Many states have similar spill prevention programs, which may have additional requirements.
SPL	State Priority List. State list of confirmed sites having contamination in which the state is actively involved in clean up activities or is actively pursuing potentially responsible parties for clean up. Sometimes referred to as a State "CERCLIS" List.
SQG	Small Quantity Generator
SWF/LF	State and/or Tribal database of Solid Waste/Landfill facilities. The database information may include the facility name, class, operation type, area, estimated operational life, and owner.
TPH	Total Petroleum Hydrocarbons
TRI	Toxic Release Inventory. Routine EPA report on releases of toxic chemicals to the environment based upon information submitted by entities subject to reporting under the Emergency Planning and Community Right to Know Act.

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Description of Selected General Terms and Acronyms

Term/Acronym	Description
TSCA	Toxic Substances Control Act. A federal law regulating manufacture, import, processing and distribution of chemical substances not specifically regulated by other federal laws (such as asbestos, PCBs, lead-based paint and radon). 15 U.S.C 2601 et seq.
USACE	United States Army Corps of Engineers
USC	United States Code
USGS	United States Geological Survey
USNRCS	United States Department of Agriculture-Natural Resource Conservation Service
UST	Underground Storage Tank. Most federal and state regulations, as well as ASTM E1527-13, define this as any tank, incl., underground piping connected to the tank, that is or has been used to contain hazardous substances or petroleum products and the volume of which is 10% or more beneath the surface of the ground (i.e., buried).
VCP	State and/or Tribal facilities included as Voluntary Cleanup Program sites.
VOC	Volatile Organic Compound
Wetlands	Areas that are typically saturated with surface or ground water that creates an environment supportive of wetland vegetation (i.e., swamps, marshes, bogs). The Corps of Engineers Wetlands Delineation Manual (Technical Report Y-87-1) defines wetlands as areas inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. For an area to be considered a jurisdictional wetland, it must meet the following criteria: more than 50 percent of the dominant plant species must be categorized as Obligate, Facultative Wetland, or Facultative on lists of plant species that occur in wetlands; the soil must be hydric; and, wetland hydrology must be present. The federal Clean Water Act which regulates “waters of the US,” also regulates wetlands, a program jointly administered by the USACE and the EPA. Waters of the U.S. are defined as: (1) waters used in interstate or foreign commerce, including all waters subject to the ebb and flow of tides; (2) all interstate waters including interstate wetlands; (3) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, etc., which the use, degradation, or destruction could affect interstate/ foreign commerce; (4) all impoundments of waters otherwise defined as waters of the U. S., (5) tributaries of waters identified in 1 through 4 above; (6) the territorial seas; and (7) wetlands adjacent to waters identified in 1 through 6 above. Only the USACE has the authority to make a final wetlands jurisdictional determination.

APPENDIX E – NOISE IMPACT ANALYSIS

NOISE IMPACT ANALYSIS

SUNSET RESERVOIRS PROJECT

CITY OF REDLANDS

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Project No. 22048

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ACRONYMS AND ABBREVIATIONS

ANSI	American National Standards Institute
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act
City	City of Redlands
CNEL	Community Noise Equivalent Level
dB	Decibel
dBA	A-weighted decibels
DOT	Department of Transportation
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
EPA	Environmental Protection Agency
Hz	Hertz
Ldn	Day-night average noise level
Leq	Equivalent sound level
Lmax	Maximum noise level
ONAC	Federal Office of Noise Abatement and Control
OSHA	Occupational Safety and Health Administration
PPV	Peak particle velocity
RMS	Root mean square
SEL	Single Event Level or Sound Exposure Level
STC	Sound Transmission Class
TTM	Tentative Tract Map
VdB	Vibration velocity level in decibels

1.0 INTRODUCTION

1.1 Purpose of Analysis and Study Objectives

This Noise Impact Analysis has been prepared to determine the noise impacts associated with the proposed Sunset Reservoirs project (proposed project). The following is provided in this report:

- A description of the study area and the proposed project;
- Information regarding the fundamentals of noise;
- Information regarding the fundamentals of vibration;
- A description of the local noise guidelines and standards;
- An evaluation of the current noise environment;
- An analysis of the potential short-term construction-related noise impacts from the proposed project; and,
- An analysis of long-term operations-related noise impacts from the proposed project.

1.2 Site Location and Study Area

The project site is located south of Helen Drive in the City of Redlands (City). There is an existing City reservoir tank located on the west side of Helen Court and the proposed reservoir tanks would be located on the east side of Helen Court on parcels APN 0300-451-25 (7.78 acres) and APN 0300-451-14 (2.50 acres) that total 10.28 acres and are currently vacant. The project site is bounded by vacant land and Helen Drive to the north, vacant land to the east, a single-family home to the south, and Helen Court and the existing reservoir tank to the west. The project study area is shown in Figure 1.

Sensitive Receptors in Project Vicinity

The nearest sensitive receptor to the project site is a single-family home that is located as near as 280 feet south of the area that would be disturbed as part of the proposed project. There are also single-family homes as near as 730 feet northeast and 780 feet north of the area that would be disturbed as part of the proposed project.

1.3 Proposed Project Description

The City of Redlands Municipal Utilities and Engineering Department proposes the construction of two new above ground 220 foot diameter factory-coated bolt carbon steel tanks that with an approximately 14 million gallon (MG) total capacity from both tanks. To provide uninterrupted water service to its users during the demolition, the City will keep its existing 3 MG reservoir active. It is anticipated that approximately 6.2 acres of the two parcels that total 10.28 acres will be disturbed as part of the proposed project. The proposed site plan is shown in Figure 2.

One driveway will connect the existing water tank and Helen Court. The driveway will be constructed utilizing asphalt/gravel. Two parking spaces will be installed for maintenance purposes. The site will remain unmanned. The existing water tank will continue to function while the new reservoir tanks will be constructed. Maintenance will occur on a monthly and as-needed basis by City employees. Landscaping will be maintained by the City.

The Project is expected to break ground in 2024 and be completed by 2025. Construction activities will take place between 7:00 a.m. to 6:00 p.m. Monday through Saturday. No construction work will occur on Sundays or holidays per the City's Community Noise Control Section Chapter 8.06 of the Municipal Code.

1.4 Standard Noise Regulatory Conditions

The proposed project will be required to comply with the following regulatory conditions from the City of Redlands and State of California.

City of Redlands Municipal Code

The following lists the City of Redlands Municipal Code regulations that are applicable to the proposed project.

Section 8.06.120(G) – Construction Activity

Section 8.06.120(G) of the City's Municipal Code exempts noise sources associated with new construction, remodeling, rehabilitation or grading of any property from the City's noise standards provided construction activities that occur do not take place between the hours of 6:00 p.m. and 7:00 a.m. on weekdays and Saturdays, with no activities occurring at any time on Sundays or federal holidays. Additionally, all construction equipment must be equipped with functioning mufflers.

Section 8.06.070(A) – Exterior Noise Limits

Section 8.06.070(A) of the City's Municipal Code limits noise to single-family residential uses to 50 dBA between 10:00 p.m. and 7:00 a.m. and to 60 dBA between 7:00 a.m. and 10:00 p.m..

Section 8.06.080(A) –Interior Noise Limits

Section 8.06.080(A) of the City's Municipal Code limits interior noise levels of single-family residential uses to 45 dBA at all times.

State of California Rules

The following lists the State of California rules that are applicable to the proposed project.

California Vehicle Code Section 27200-27207 – On-Road Vehicle Noise

California Vehicle Code Section 27200-27207 provides noise limits for vehicles operated in California. For vehicles over 10,000 pounds noise is limited to 88 dB for vehicles manufactured before 1973, 86 dB for vehicles manufactured before 1975, 83 dB for vehicles manufactured before 1988, and 80 dB for vehicles manufactured after 1987. All measurements are based at 50 feet from the vehicle.

California Vehicle Section 38365-38380 – Off-Road Vehicle Noise

California Vehicle Code Section 38365-38380 provides noise limits for off-highway motor vehicles operated in California. 92 dBA for vehicles manufactured before 1973, 88 dBA for vehicles manufactured before 1975, 86 dBA for vehicles manufactured before 1986, and 82 dBA for vehicles manufactured after December 31, 1985. All measurements are based at 50 feet from the vehicle.

1.5 Summary of Analysis Results

The following is a summary of the proposed project's impacts with regard to the State CEQA Guidelines noise checklist questions.

Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than significant impact.

Generation of excessive groundborne vibration or groundborne noise levels?

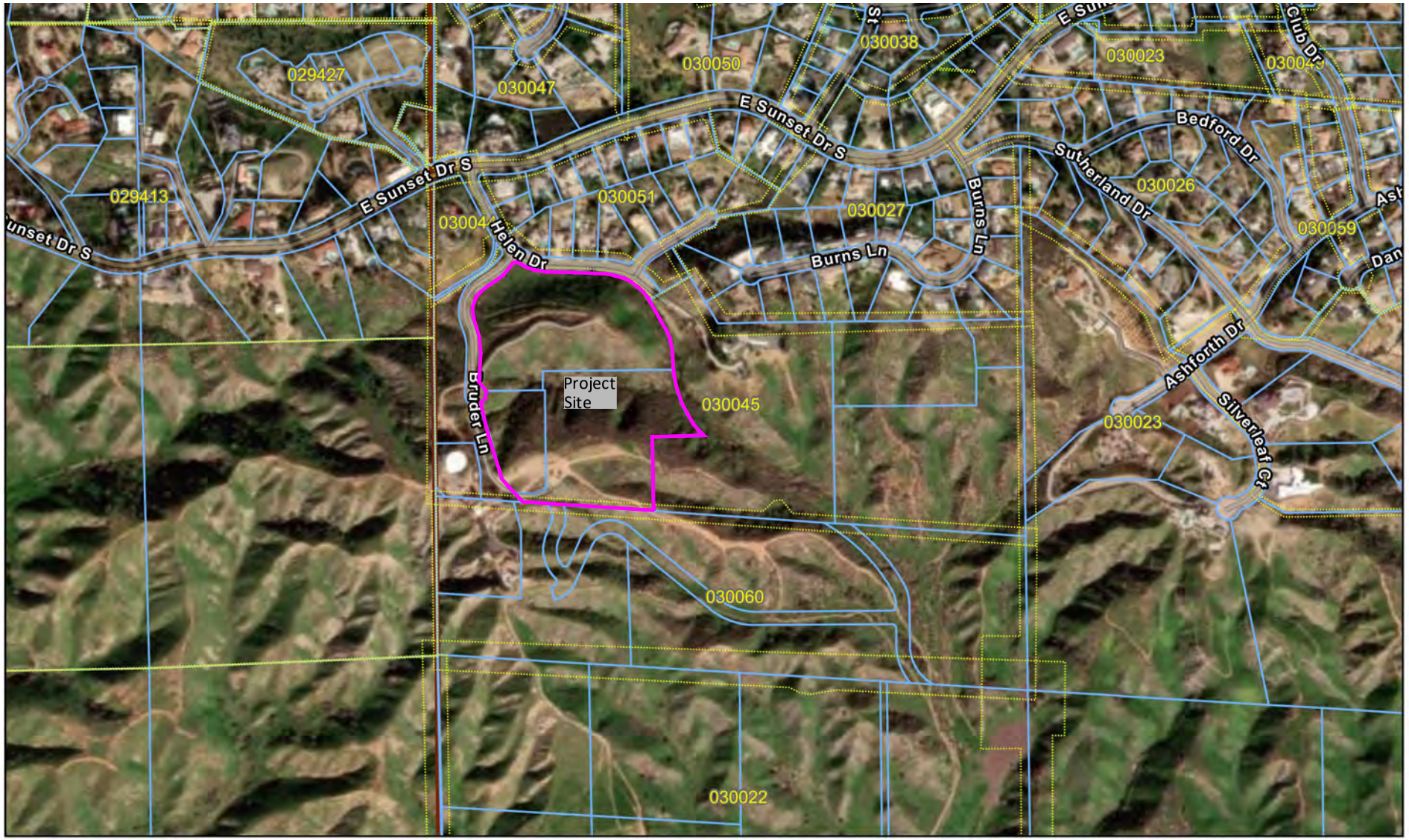
Less than significant impact.

For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No impact.

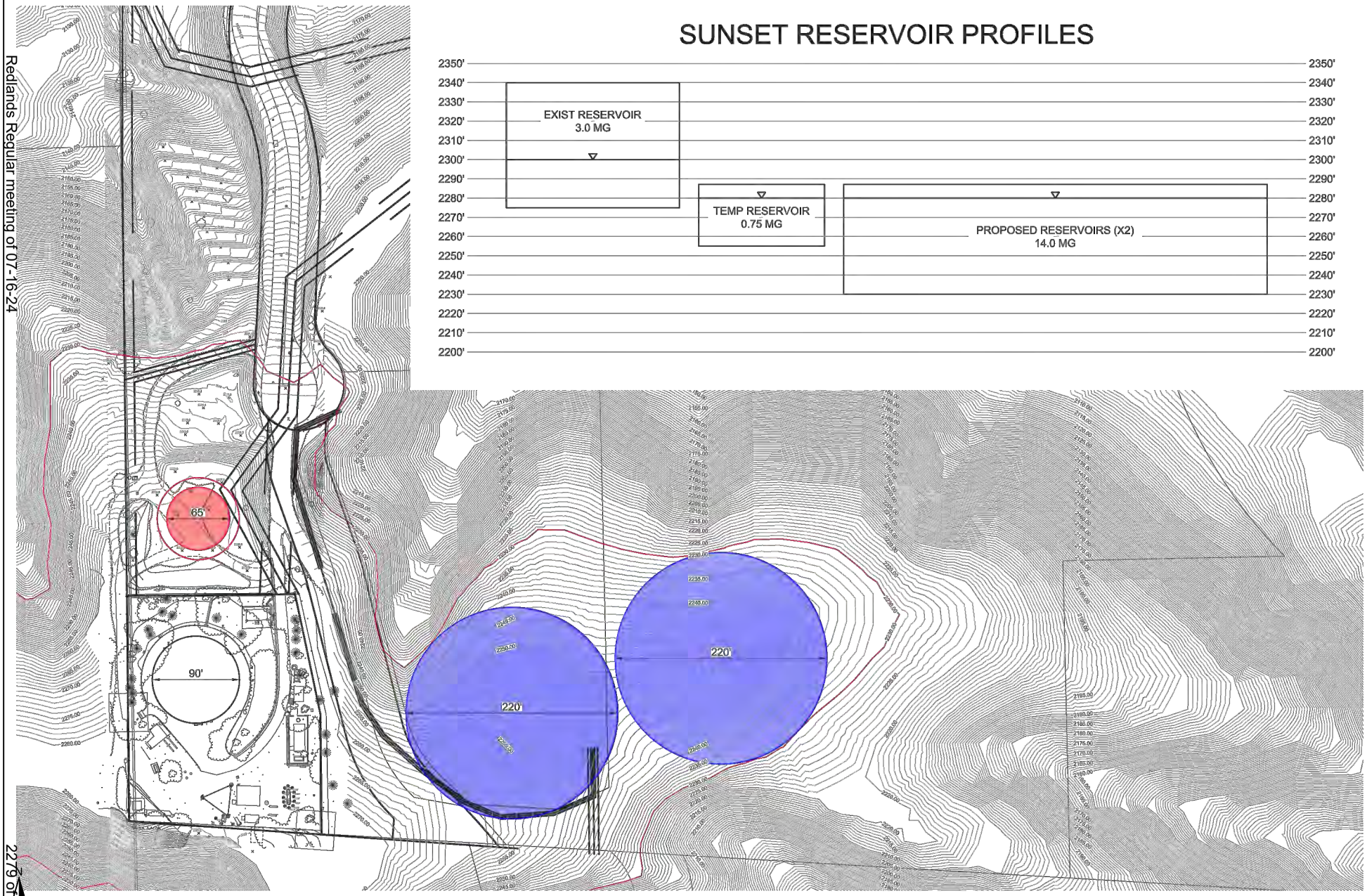
1.6 Mitigation Measures for the Proposed Project

This analysis found that through adherence to the noise and vibration regulations detailed in Section 1.4 above, all noise and vibration impacts would be reduced to less than significant levels and no mitigation is required.



VISTA ENVIRONMENTAL

Figure 1
Project Location Map



SOURCE: City of Redlands.

VISTA ENVIRONMENTAL

Figure 2
Site Plan

2.0 NOISE FUNDAMENTALS

The following discussion on noise fundamentals has been obtained from *Technical Noise Supplement to the Traffic Noise Analysis Protocol* (TeNS), prepared by Caltrans, September 2013. Noise is defined as unwanted sound. Sound becomes unwanted when it interferes with normal activities, when it causes actual physical harm or when it has adverse effects on health. Sound is produced by the vibration of sound pressure waves in the air. Sound pressure levels are used to measure the intensity of sound and are described in terms of decibels. The decibel (dB) is a logarithmic unit which expresses the ratio of the sound pressure level being measured to a standard reference level. A-weighted decibels (dBA) approximate the subjective response of the human ear to a broad frequency noise source by discriminating against very low and very high frequencies of the audible spectrum. They are adjusted to reflect only those frequencies which are audible to the human ear.

2.1 Noise Descriptors

Noise Equivalent sound levels are not measured directly, but are calculated from sound pressure levels typically measured in A-weighted decibels (dBA). The equivalent sound level (Leq) represents a steady state sound level containing the same total energy as a time varying signal over a given sample period. The peak traffic hour Leq is the noise metric used by California Department of Transportation (Caltrans) for all traffic noise impact analyses.

The Day-Night Average Level (Ldn) is the weighted average of the intensity of a sound, with corrections for time of day, and averaged over 24 hours. The time of day corrections require the addition of ten decibels to sound levels at night between 10 p.m. and 7 a.m. While the Community Noise Equivalent Level (CNEL) is similar to the Ldn, except that it has another addition of 4.77 decibels to sound levels during the evening hours between 7 p.m. and 10 p.m. These additions are made to the sound levels at these time periods because during the evening and nighttime hours, when compared to daytime hours, there is a decrease in the ambient noise levels, which creates an increased sensitivity to sounds. For this reason the sound appears louder in the evening and nighttime hours and is weighted accordingly. The City of Redlands relies on the CNEL noise standard to assess transportation-related impacts on noise sensitive land uses.

2.2 Tone Noise

A pure tone noise is a noise produced at a single frequency and laboratory tests have shown that humans are more perceptible to changes in noise levels of a pure tone. For a noise source to contain a "pure tone," there must be a significantly higher A-weighted sound energy in a given frequency band than in the neighboring bands, thereby causing the noise source to "stand out" against other noise sources. A pure tone occurs if the sound pressure level in the one-third octave band with the tone exceeds the average of the sound pressure levels of the two contiguous one-third octave bands by:

- 5 dB for center frequencies of 500 hertz (Hz) and above
- 8 dB for center frequencies between 160 and 400 Hz
- 15 dB for center frequencies of 125 Hz or less

2.3 Noise Propagation

From the noise source to the receiver, noise changes both in level and frequency spectrum. The most obvious is the decrease in noise as the distance from the source increases. The manner in which noise

reduces with distance depends on whether the source is a point or line source as well as ground absorption, atmospheric effects and refraction, and shielding by natural and manmade features. Sound from point sources, such as air conditioning condensers, radiate uniformly outward as it travels away from the source in a spherical pattern. The noise drop-off rate associated with this geometric spreading is 6 dBA per each doubling of the distance (dBA/DD). Transportation noise sources such as roadways are typically analyzed as line sources, since at any given moment the receiver may be impacted by noise from multiple vehicles at various locations along the roadway. Because of the geometry of a line source, the noise drop-off rate associated with the geometric spreading of a line source is 3 dBA/DD.

2.4 Ground Absorption

The sound drop-off rate is highly dependent on the conditions of the land between the noise source and receiver. To account for this ground-effect attenuation (absorption), two types of site conditions are commonly used in traffic noise models, soft-site and hard-site conditions. Soft-site conditions account for the sound propagation loss over natural surfaces such as normal earth and ground vegetation. For point sources, a drop-off rate of 7.5 dBA/DD is typically observed over soft ground with landscaping, as compared with a 6.0 dBA/DD drop-off rate over hard ground such as asphalt, concrete, stone and very hard packed earth. For line sources a 4.5 dBA/DD is typically observed for soft-site conditions compared to the 3.0 dBA/DD drop-off rate for hard-site conditions. Caltrans research has shown that the use of soft-site conditions is more appropriate for the application of the Federal Highway Administration (FHWA) traffic noise prediction model used in this analysis.

3.0 GROUND-BORNE VIBRATION FUNDAMENTALS

Ground-borne vibrations consist of rapidly fluctuating motions within the ground that have an average motion of zero. The effects of ground-borne vibrations typically only cause a nuisance to people, but at extreme vibration levels damage to buildings may occur. Although ground-borne vibration can be felt outdoors, it is typically only an annoyance to people indoors where the associated effects of the shaking of a building can be notable. Ground-borne noise is an effect of ground-borne vibration and only exists indoors, since it is produced from noise radiated from the motion of the walls and floors of a room and may also consist of the rattling of windows or dishes on shelves.

3.1 Vibration Descriptors

There are several different methods that are used to quantify vibration amplitude such as the maximum instantaneous peak in the vibrations velocity, which is known as the peak particle velocity (PPV) or the root mean square (rms) amplitude of the vibration velocity. Due to the typically small amplitudes of vibrations, vibration velocity is often expressed in decibels and is denoted as (L_v) and is based on the rms velocity amplitude. A commonly used abbreviation is "VdB", which in this text, is when L_v is based on the reference quantity of 1 micro inch per second.

3.2 Vibration Perception

Typically, developed areas are continuously affected by vibration velocities of 50 VdB or lower. These continuous vibrations are not noticeable to humans whose threshold of perception is around 65 VdB. Off-site sources that may produce perceptible vibrations are usually caused by construction equipment, steel-wheeled trains, and traffic on rough roads, while smooth roads rarely produce perceptible ground-borne noise or vibration.

3.3 Vibration Propagation

The propagation of ground-borne vibration is not as simple to model as airborne noise. This is due to the fact that noise in the air travels through a relatively uniform median, while ground-borne vibrations travel through the earth which may contain significant geological differences. There are three main types of vibration propagation; surface, compression, and shear waves. Surface waves, or Rayleigh waves, travel along the ground's surface. These waves carry most of their energy along an expanding circular wave front, similar to ripples produced by throwing a rock into a pool of water. P-waves, or compression waves, are body waves that carry their energy along an expanding spherical wave front. The particle motion in these waves is longitudinal (i.e., in a "push-pull" fashion). P-waves are analogous to airborne sound waves. S-waves, or shear waves, are also body waves that carry energy along an expanding spherical wave front. However, unlike P-waves, the particle motion is transverse or "side-to-side and perpendicular to the direction of propagation."

As vibration waves propagate from a source, the vibration energy decreases in a logarithmic nature and the vibration levels typically decrease by 6 VdB per doubling of the distance from the vibration source. As stated above, this drop-off rate can vary greatly depending on the soil but has been shown to be effective enough for screening purposes, in order to identify potential vibration impacts that may need to be studied through actual field tests.

4.0 REGULATORY SETTING

The project site is located in the City of Redlands. Noise regulations are addressed through the efforts of various federal, state, and local government agencies. The agencies responsible for regulating noise are discussed below.

4.1 Federal Regulations

The adverse impact of noise was officially recognized by the federal government in the Noise Control Act of 1972, which serves three purposes:

- Promulgating noise emission standards for interstate commerce
- Assisting state and local abatement efforts
- Promoting noise education and research

The Federal Office of Noise Abatement and Control (ONAC) was initially tasked with implementing the Noise Control Act. However, the ONAC has since been eliminated, leaving the development of federal noise policies and programs to other federal agencies and interagency committees. For example, the Occupational Safety and Health Administration (OSHA) agency prohibits exposure of workers to excessive sound levels. The Department of Transportation (DOT) assumed a significant role in noise control through its various operating agencies. The Federal Aviation Administration (FAA) regulates noise of aircraft and airports. Surface transportation system noise is regulated by a host of agencies, including the Federal Transit Administration (FTA). Transit noise is regulated by the FTA, while freeways that are part of the interstate highway system are regulated by the Federal Highway Administration (FHWA). Finally, the federal government actively advocates that local jurisdictions use their land use regulatory authority to arrange new development in such a way that "noise sensitive" uses are either prohibited from being sited adjacent to a highway or, alternately that the developments are planned and constructed in such a manner that potential noise impacts are minimized.

Although the proposed project is not under the jurisdiction of the FTA, the *Transit Noise and Vibration Impact Assessment Manual* (FTA Manual), prepared by the FTA, September 2018, is a guidance document from a government agency that has defined what constitutes a significant noise impact from implementing a project. The FTA standards are based on extensive studies by the FTA and other governmental agencies on the human effects and reaction to noise and a summary of the FTA findings for a detailed construction noise assessment are provided below in Table A.

Table A – FTA Construction Noise Criteria

Land Use	Day (dBA $Leq_{(8\text{-hour})}$)	Night (dBA $Leq_{(8\text{-hour})}$)	30-day Average (dBA Ldn)
Residential	80	70	75
Commercial	85	85	80[(1)]
Industrial	90	90	85[(1)]

Notes:
[(1)] Use a 24-hour $Leq_{(24\ hour)}$ instead of $Ldn_{(30\ day)}$.
Source: Federal Transit Administration, 2018.

Since the federal government has preempted the setting of standards for noise levels that can be emitted by transportation sources, the City is restricted to regulating noise generated by the transportation system through nuisance abatement ordinances and land use planning.

4.2 State Regulations

Noise Standards

California Department of Health Services Office of Noise Control

Established in 1973, the California Department of Health Services Office of Noise Control (ONC) was instrumental in developing regularity tools to control and abate noise for use by local agencies. One significant model is the "Land Use Compatibility for Community Noise Environments Matrix," which allows the local jurisdiction to clearly delineate compatibility of sensitive uses with various incremental levels of noise.

California Noise Insulation Standards

Title 24, Chapter 1, Article 4 of the California Administrative Code (California Noise Insulation Standards) requires noise insulation in new hotels, motels, apartment houses, and dwellings (other than single-family detached housing) that provides an annual average noise level of no more than 45 dBA CNEL. When such structures are located within a 60-dBA CNEL (or greater) noise contour, an acoustical analysis is required to ensure that interior levels do not exceed the 45-dBA CNEL annual threshold. In addition, Title 21, Chapter 6, Article 1 of the California Administrative Code requires that all habitable rooms, hospitals, convalescent homes, and places of worship shall have an interior CNEL of 45 dB or less due to aircraft noise.

Government Code Section 65302

Government Code Section 65302 mandates that the legislative body of each county and city in California adopt a noise element as part of its comprehensive general plan. The local noise element must recognize the land use compatibility guidelines published by the State Department of Health Services. The guidelines rank noise land use compatibility in terms of normally acceptable, conditionally acceptable, normally unacceptable, and clearly unacceptable.

Vibration Standards

Title 14 of the California Administrative Code Section 15000 requires that all state and local agencies implement the California Environmental Quality Act (CEQA) Guidelines, which requires the analysis of exposure of persons to excessive groundborne vibration. However, no statute has been adopted by the state that quantifies the level at which excessive groundborne vibration occurs.

Caltrans issued the *Transportation and Construction Vibration Guidance Manual* in April 2020. The manual provides practical guidance to Caltrans engineers, planners, and consultants who must address vibration issues associated with the construction, operation, and maintenance of Caltrans projects. However, this manual is also used as a reference point by many lead agencies and CEQA practitioners throughout California, as it provides numeric thresholds for vibration impacts. Thresholds are provided for both transient (i.e., mobile equipment) and continuous (i.e., pile driving) sources of vibration. The Guidance Manual provides thresholds for both building damage, where transient vibration sources may start to create damage to buildings at 0.5 inch per second PPV and from human response, where transient vibration sources become distinctly perceptible at 0.24 inch per second PPV.

4.3 Local Regulations

The City of Redlands General Plan and Municipal Code establishes the following applicable policies related to noise and vibration.

City of Redlands General Plan Implementing Policies

9.0e Use the criteria specified in GP Table 9.1 (see Table B) to assess the compatibility of proposed land uses with the projected noise environment, and apply the noise standards in GP Table 9.2 (see Table C), which prescribe interior and exterior noise standards in relation to specific land uses. Do not approve projects that would not comply with the standards in GP Table 9.2.

Table B – City of Redlands Noise and Land Use Compatibility Matrix

Land Use Categories	Uses	Community Noise Equivalent Level (CNEL)						
		<60	65	70	75	80	>85	
Residential	Single-Family, Duplex, Multiple-Family	A	C	C	C	D	D	D
	Mobile Homes	A	C	C	C	D	D	D
Commercial Regional, District	Hotel, Motel, Transient Lodging	A	A	B	B	C	C	D
Commercial Regional, Village, District, Special	Commercial, Retail, Bank, Restaurant, Movie Theatre	A	A	A	A	B	B	C
Commercial Industrial, Institutional	Office Building, Research and Development, Professional Offices, City Office Building	A	A	A	B	B	C	D
Commercial Recreation Institutional Civic Center	Amphitheatre, Concert Hall, Auditorium, Meeting Hall	B	B	C	C	D	D	D
Commercial Recreation	Children's Amusement Park, Miniature Golf Course, Go-cart Track, Equestrian Center, Sports Club	A	A	A	A	B	B	B
Commercial General, Special Industrial, Institutional	Automobile Service Station, Auto Dealership, Manufacturing, Warehousing, Wholesale, Utilities	A	A	A	A	B	B	B
Institutional General	Hospital, Church, Library, Schools, Classroom	A	B	C	C	D	D	
Open Space	Parks	A	A	A	B	C	D	D
	Golf Course, Cemeteries, Nature Centers, Wildlife Reserves, Wildlife Habitat	A	A	A	A	B	C	C
Agriculture	Agriculture	A	A	A	A	A	A	A

Interpretation:
Zone A: Clearly Compatible. Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction without any special noise insulation requirements.

Zone B: Normally Compatible. New construction or development should be undertaken only after detailed analysis of the noise reduction requirements are made and needed noise insulation features in the design are determined. Conventional construction, with closed windows and fresh air supply systems or air conditioning, will normally suffice.
Zone C: Normally Incompatible. New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of noise reduction requirements must be made and needed noise insulation features included in the design.
Zone D: Clearly Incompatible. New construction or development should generally not be undertaken.
Source: Table 7-10 from City of Redlands General Plan, 2017.

Table C – City of Redlands Interior and Exterior Noise Standards

Land Use Categories	Uses	Community Noise Equivalent (CNEL)	
		Interior[(1)]	Exterior[(2)]
Residential	Single-Family, Duplex, Multiple-Family	45[(3,5)]	60
	Mobile Homes	--	60[(4)]
Commercial, Institutional, Open Space	Hotel, Motel, Transient Lodging	45	65[(5)]
	Commercial Retail, Bank, Restaurant	55	--
	Office Building, Research & Development, Professional Offices, City Office Building	50	--
	Amphitheater, Concert Hall, Auditorium, Meeting Hall	45	--
	Gymnasium (Multipurpose)	50	--
	Sports Club	55	--
	Manufacturing, Warehousing, Wholesale, Utilities	60	--
	Movie Theatres	45	--
	Hospital, School's Classroom	45	--
	Parks	--	60

Interpretation:
[1] Indoor environment excluding: bathrooms, toilets, closets, corridors.
[2] Outdoor environment limited to: private yard of single-family as measured at the property line; multi-family private patio or balcony which is served by a means of exit from inside; mobile home park, hospital patio; park picnic area; school playground; hotel and recreational area..
[3] Noise level requirement with closed windows, if they are used to meet natural ventilation requirement.
[4] Exterior noise level should be such that interior noise level will not exceed 45 CNEL.
[5] Except those areas affected by aircraft noise.
See also Policy 9.0s.
Source: Table 9.2 from City of Redlands General Plan, 2017.

9.0f Require a noise impact evaluation based on noise measurements at the site for all projects in Noise Referral Zones (B, C, or D) as shown on GP Table 9.1 (see Table B) and on GP Figure 9.1 or as determined from tables in the Appendix, as part of the project review process. Should measurements indicate that unacceptable noise levels will be created or experienced, require mitigation measures based on a detailed technical study prepared by a qualified acoustical engineer (i.e., a Registered Professional Engineer in the State of California with a minimum of three years experience in acoustics).

9.0i Require construction of barriers to mitigate sound emissions where necessary or where feasible, and encourage use of walls and berms to protect residential or other noise sensitive land uses that are adjacent to major roads, commercial, or industrial areas.

9.0s Require mitigation to ensure that indoor noise levels for residential living spaces not exceed 45 dB LDN/CNEL due to the combined effect for all exterior noise sources.

The Uniform Building Code (specifically, the California Administrative Code, Title 24, Part 6, Division T25, Chapter 1, Subchapter 1, Article 4, Sections T25-28) requires that "Interior community noise levels (CNEL/LDN) with windows closed, attributable to exterior sources shall not exceed an annual CNEL or LDN of a 45 dB in any habitable room." The code requires that this standard be applied to all new hotels, motels, apartment houses and dwellings other than detached single-family dwellings.

Policy 9-s sets the maximum acceptable interior noise level at 45 CNEL. The Noise Referral Zones (65 CNEL) delineate areas within which tests to ensure compliance are to be required for new structures

9.0u Require all new residential projects or replacement dwellings to be constructed near existing sources of non transportation noise (including but not limited to commercial facilities or public parks with sports activities) to demonstrate via an acoustical study conducted by a Registered Engineer that the indoor noise levels will be consistent with the limits contained in the Community Noise Ordinance (see Table C).

9.0v Consider the following impacts as possibly "significant":

- An increase in exposure of four or more dB if the resulting noise level would exceed that described as clearly compatible for the affected land use, established in GP Table 9.1 [Table 7-10] and GP Table 9.2 [Table 7-11];
- Any increase of six dB or more, due to the potential for adverse community response.

City of Redlands Municipal Code

The City of Redlands Municipal Code establishes the following applicable standards related to noise.

Section 8.06.030 – General Noise Regulations

It shall be unlawful for any person to willfully or negligently make, or cause to be made, any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to a reasonable person of normal sensitivity in the area. The factors that may be considered in determining whether a violation of this chapter exists include, but are not limited to, the following:

A. The sound level of the objectionable noise;

B. The sound level of the ambient noise;

C. The proximity of the noise to residential living or sleeping facilities;

D. The nature and zoning of the area within which the noise emanates;

E. The number of persons affected by the noise;

F. The time of day or night the noise occurs;

G. The duration of the noise;

H. The tonal, informative or musical content of the noise;

I. Whether the noise is continuous, recurrent, or intermittent;

J. Whether the noise is produced by a commercial or noncommercial activity;

K. Whether the nature of the noise is usual or unusual;

L. Whether the origin of the noise is natural or unnatural; and

M. Whether the noise occurs on a weekday, weekend or a holiday.

Section 8.06.070 – Exterior Noise Limits

A. The noise standards for the categories of land uses identified in Table 1 (see Table D) of this section shall, unless otherwise specifically indicated, apply to all such property within a designated zone.

B. No person shall operate, or cause to be operated, any source of sound at any location within the city or allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person which causes the noise level when measured on any other property to exceed:

1. The noise standard for that land use specified in Table 1 of this section for a cumulative period of more than thirty (30) minutes in any hour; or
2. The noise standard specified in Table 1 of this section plus five (5) dB for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The noise standard specified in Table 1 of this section plus ten (10) dB for a cumulative period of more than five (5) minutes in any hour; or
4. The noise standard specified in Table 1 of this section plus fifteen (15) dB for a cumulative period of more than one minute in any hour; or
5. The noise standard specified in Table 1 of this section plus twenty (20) dB or the maximum measured ambient level, for any period of time.

C. If the measured ambient level exceeds the allowable noise exposure standard within any of the first four (4) noise limit categories below, the allowable noise exposure standard shall be adjusted in five (5) dB increments in each category as appropriate to encompass or reflect said ambient noise level. In the event the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under this category shall be increased to reflect the maximum ambient noise level.

D. The ambient noise shall be measured at the same location along the property line utilized in subsection 8.06.06B of this chapter, with the alleged offending noise source inoperative. If the alleged offending noise source cannot be shut down, the ambient noise shall be estimated by performing a measurement in the same general area of the source but at sufficient distance that the noise from the source is at least ten (10) dB below the ambient in order that only the ambient level be measured. If the difference between the ambient and noise source is five (5) to ten (10) dB, then the level of the ambient itself can be reasonably determined by subtracting a one decibel correction to account for the contribution of the source.

E. In the event the alleged offensive noise contains a steady, audible tone such as a whine, screech, hum, or is a repetitive noise such as a hammering or riveting, or contains music or speech conveying informational content, the standard limits set forth in Table 1 of this section shall be reduced by five (5) dB.

Table D – City of Redlands Maximum Permissible Sound Levels By Receiving Land Use

Receiving Land Use Category	Time Period	Noise Level (dBA)
Single-Family Residential Districts	10:00 p.m. – 7:00 a.m.	50
	7:00 a.m. – 10:00 p.m.	60
Multi-Family Residential Districts, Public Space, Institutional	10:00 p.m. – 7:00 a.m.	50
	7:00 a.m. – 10:00 p.m.	60
Commercial	10:00 p.m. – 7:00 a.m.	60
	7:00 a.m. – 10:00 p.m.	65
Industrial	Any time	75

Source: City of Redlands Municipal Code Section 8.06.070.

Section 8.06.080 – Interior Noise Standards

A. No person shall operate or cause to be operated any source of sound, or allow the creation of any noise, which causes the noise level when measured inside a neighboring receiving occupied building to exceed the following standards.

1. The noise standard for that land use specified in Table 2 (see Table E) of this section for a cumulative period of more than five (5) minutes in any hour.
2. The noise standard for that land use specified in Table 2 of this section plus five (5) dB for a cumulative period of more than one minute in any hour.
3. The noise standard for that land use specified in Table 2 of this section plus ten (10) dB for the maximum measured ambient noise level for any period of time.

Table E – City of Redlands Maximum Permissible Interior Sound Levels By Receiving Land Use

Receiving Land Use Category	Time Period	Noise Level (dBA)
Single-Family Residential Districts	Any time	45
Multi-Family Residential Districts, Institutional, Hotels	Any time	45
Commercial	Any time	50
Industrial	Any time	60

Source: City of Redlands Municipal Code Section 8.06.080.

B. If the measured ambient level exceeds the allowable exterior noise exposure standard in Table 1 (see Table D) of this chapter, the allowable interior noise exposure level shall be adjusted in five (5) dB increments as appropriate too reflect the ambient noise level.

Section 8.06.090 – Noise Disturbances Prohibited

The following acts, and the causing or permitting thereof, are declared to be in violation of this chapter:

F. Construction And/Or Demolition: Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between weekday hours of six o'clock (6:00) P.M. and seven o'clock (7:00) A.M., including Saturdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real property line, except for emergency work by public service utilities, the city or another government entity. All mobile

or stationary internal combustion engine powered equipment or machinery shall be equipped with exhaust and air intake silencers in proper working order, or suitable to meet the standards set forth herein.

G. Vibration: Operating or permitting the operation of any device that creates a vibration which is above the vibration perception threshold of an individual at or beyond the property boundary of the source if on private property or at one hundred fifty feet (150') from the source if on a public space or public right of way.

Section 8.06.120 – Exemptions

A. Emergency Exemption: This chapter shall not apply to:

1. The emission of sound for the purpose of alerting persons to the existence of an emergency such as, but not limited to, loudspeakers, horns, sirens, whistles or other similar devices which emit sound, only for the time required to make notification of the emergency condition; or
2. The emission of sound in the performance of emergency work or the temporary provision of essential services such as, but not limited to, utility system repairs or upgrades, infrastructure repairs, structural repairs and other unscheduled, infrequent and nonrecurring activities, required to protect persons and property from physical harm or loss of essential services.

B. Warning Devices: This chapter shall not apply to warning devices necessary for the protection of public safety. Police, fire and ambulance sirens and train horns are exempt from this chapter.

C. Outdoor Activities: This chapter shall not apply to occasional outdoor public gatherings, public dances, shows, and sporting and entertainment events conducted within city parks and city owned facilities, including events conducted at the Redlands Bowl, provided such events are conducted pursuant to a permit or license issued by the city.

D. School Activities: This chapter shall not apply to activities and operations conducted on the grounds of any public or private elementary, intermediate or secondary school or colleges and universities.

E. Hospital: This chapter shall not apply to activities and operations conducted within the grounds of the Redlands Community Hospital provided that said activities and operations are in compliance with the acoustical provisions of the hospital's conditional use permit.

F. Minor Maintenance Of Residential Property: This chapter shall not apply to noise sources associated with the minor maintenance of residential property, provided such activities take place between the hours of seven o'clock (7:00) A.M. to eight o'clock (8:00) P.M. on weekdays, and seven o'clock (7:00) A.M. to eight o'clock (8:00) P.M. on weekends and legal holidays, and provided that such activities generate no more than ninety (90) dBA at or within the real property line of the residential property. Activities covered under this provision include, but are not limited to, maintenance of landscaping and minor repair of residential dwellings or ancillary structures.

G. Construction Activities: This chapter shall not apply to noise sources associated with new construction, remodeling, rehabilitation or grading of any property provided such activities take place between the hours of seven o'clock (7:00) and six o'clock (6:00) P.M. on weekdays, including Saturdays, with no activities taking place at any time on Sundays or federal holidays. All motorized equipment used in such activity shall be equipped with functioning mufflers.

H. Agricultural Operations: This chapter shall not apply to mobile noise sources associated with agricultural operations for use in maintenance, cultivation, planting and harvesting of agricultural areas provided said activities take place between the hours of seven o'clock (7:00) A.M. to eight o'clock (8:00)

P.M. on weekdays including Saturdays, with no activities taking place at any time on Sundays or federal holidays. All motorized equipment used in such activity shall be equipped with functioning mufflers.

I. Chapter Application: This chapter shall not apply to any activity in which state or federal law has preempted the regulation of such activity.

5.0 EXISTING NOISE CONDITIONS

To determine the existing noise levels, noise measurements have been taken in the vicinity of the project site. The field survey noted that noise within the proposed project area is generally relatively low compared to the rest of the City. The primary noise sources in the project vicinity consist of vehicles operating on Helen Court and Helen Drive and from mechanical equipment associated with the telecommunications towers next to the existing water tank. The following describes the measurement procedures, measurement locations, noise measurement results, and the modeling of the existing noise environment.

5.1 Noise Measurement Equipment

The noise measurements were taken using a Larson-Davis Model 831 Type 1 precision sound level meter programmed in "slow" mode to record noise levels in "A" weighted form as well as the frequency spectrum of the noise broken down into 1/3 octaves. The sound level meter and microphone were mounted on a tripod five feet above the ground and were equipped with a windscreen during all measurements. The sound level meter was calibrated before and after the monitoring using a Larson-Davis calibrator, Model CAL 200. The accuracy of the calibrator is maintained through a program established through the manufacturer and is traceable to the National Bureau of Standards. The noise level measurement equipment meets American National Standards Institute (ANSI) specifications for sound level meters (ANSI S1.4-2014 standard).

Noise Measurement Locations

The noise monitoring locations were selected in order to obtain noise levels in the vicinity of the project site. Descriptions of the noise monitoring sites are provided below in Table F and are shown in Figure 3. Appendix A includes a photo index of the study area and noise level measurement locations.

Noise Measurement Timing and Climate

The noise measurements were recorded between 3:25 p.m. and 4:04 p.m. on Monday, August 28, 2023. During the noise measurements, the sky was clear (no clouds), the temperature was 103 degrees Fahrenheit, the humidity was 23 percent, barometric pressure was 27.68 inches of mercury, and the wind was blowing at an average rate of five miles per hour.

5.2 Noise Measurement Results

The results of the noise level measurements are presented in Table F and the noise monitoring data printouts are included in Appendix B.

Table F – Existing (Ambient) Noise Measurement Results

Site No.	Description	Primary Noise Source	Start Time of Measurement	Measured Noise Level	
				dBA Leq	dBA Lmax
1	Located southwest of proposed reservoirs, approximately 40 feet southwest of Helen Court centerline and 20 feet north of fence for home at 13202 Bruder Lane	Vehicles on Helen Court and mechanical equipment	3:25 p.m.	46.8	58.8
2	Located north of proposed reservoirs at Teddy's Trailhead, approximately 15 feet north of Helen Court centerline.	Vehicles on Helen Court and Helen Lane	3:49 p.m.	51.3	73.2

Notes: Noise measurements taken with a Larson-Davis Model 831 Type 1 precision sound level meter on Monday, August 28, 2023.



Figure 3
Field Noise Monitoring Locations

6.0 MODELING PARAMETERS AND ASSUMPTIONS

6.1 Construction Noise

The noise impacts from construction of the proposed project have been analyzed through use of the FHWA's Roadway Construction Noise Model (RCNM). The FHWA compiled noise measurement data regarding the noise generating characteristics of several different types of construction equipment used during the Central Artery/Tunnel project in Boston. Table G below provides a list of the construction equipment anticipated to be used for each phase of construction, which was obtained from the *Air Quality and Greenhouse Gas Emissions Impact Analysis Sunset Reservoirs Project* (Air Quality Analysis), prepared by Vista Environmental, October 2, 2023.

Table G – Construction Equipment Noise Emissions and Usage Factors

Equipment Description	Number of Equipment	Acoustical Use Factor[1] (percent)	Spec 721.560 Lmax at 50 feet[2] (dBA, slow[3])	Actual Measured Lmax at 50 feet[4] (dBA, slow[3])
Site Preparation				
Rubber Tired Dozer	3	40	85	83
Tractor, Loader, or Backhoe	4	40	84	N/A
Grading				
Excavators	1	40	85	81
Grader	1	40	85	83
Rubber Tired Dozer	1	40	85	82
Tractor, Loader or Backhoe	3	40	84	N/A
Building Construction				
Crane	1	16	85	81
Forklift (Gradall)	3	40	85	83
Generator	1	50	82	81
Tractor, Loader or Backhoe	3	40	84	N/A
Welder	1	40	73	74
Paving				
Paver	2	50	85	77
Paving Equipment	2	50	85	77
Rollers	2	20	85	80
Architectural Coating				
Air Compressor	1	40	80	78

Notes:
[1] Acoustical use factor is the percentage of time each piece of equipment is operational during a typical workday.
[2] Spec 721.560 is the equipment noise level utilized by the RCNM program.
[3] The "slow" response averages sound levels over 1-second increments. A "fast" response averages sound levels over 0.125-second increments.
[4] Actual Measured is the average noise level measured of each piece of equipment during the Central Artery/Tunnel project in Boston, Massachusetts primarily during the 1990s.
Source: Federal Highway Administration, 2006 and CalEEMod default equipment mix.

Table G also shows the associated measured noise emissions for each piece of equipment from the RCNM model and measured percentage of typical equipment use per day. Construction noise impacts to the nearby sensitive receptors have been calculated according to the equipment noise levels and usage factors listed in Table G and through use of the RCNM. For each phase of construction, all construction

equipment was analyzed based on being placed in the middle of the project site, per the FTA Manual for a General Assessment, and is based on the rational that mobile equipment would likely move around the entire project site in a typical workday. As such, the middle of project site would provide the acoustical average noise level created over a typical workday. However, in order to provide a conservative analysis, all equipment was analyzed, instead of just the two nosiest pieces of equipment as detailed in the FTA Manual. The RCNM model printouts are provided in Appendix C.

6.2 Vibration

Construction activity can result in varying degrees of ground vibration, depending on the equipment used on the site. Operation of construction equipment causes ground vibrations that spread through the ground and diminish in strength with distance. Buildings in the vicinity of the construction site respond to these vibrations with varying results ranging from no perceptible effects at the low levels to slight damage at the highest levels. Table H gives approximate vibration levels for particular construction activities. The data in Table H provides a reasonable estimate for a wide range of soil conditions.

Table H – Vibration Source Levels for Construction Equipment

Equipment		Peak Particle Velocity (inches/second)	Approximate Vibration Level (L_v)at 25 feet
Pile driver (impact)	Upper range	1.518	112
	typical	0.644	104
Pile driver (sonic)	Upper range	0.734	105
	typical	0.170	93
Clam shovel drop (slurry wall)		0.202	94
Vibratory Roller		0.210	94
Hoe Ram		0.089	87
Large bulldozer		0.089	87
Caisson drill		0.089	87
Loaded trucks		0.076	86
Jackhammer		0.035	79
Small bulldozer		0.003	58

Source: Federal Transit Administration, September, 2020.

The construction-related vibration impacts have been calculated through the vibration levels shown above in Table H and through typical vibration propagation rates. The equipment assumptions were based on the equipment lists provided above in Table G.

7.0 IMPACT ANALYSIS

7.1 CEQA Thresholds of Significance

Consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, a significant impact related to noise would occur if a proposed project is determined to result in:

- Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies;
- Generation of excessive groundborne vibration or groundborne noise levels; or
- For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

7.2 Generation of Noise Levels in Excess of Standards

The proposed project would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The following section calculates the potential noise emissions associated with the temporary construction activities and long-term operations of the proposed project and compares the noise levels to the City standards.

Construction-Related Noise

The construction activities for the proposed project are anticipated to include site preparation and grading of approximately 6.2 acres, building construction of the proposed reservoirs, paving of an onsite driveway and parking spaces, and application of architectural coatings. Noise impacts from construction activities associated with the proposed project would be a function of the noise generated by construction equipment, equipment location, sensitivity of nearby land uses, and the timing and duration of the construction activities. The nearest sensitive receptor to the project site is a single-family home that is located as near as 280 feet south of the area that would be disturbed as part of the proposed project. There are also single-family homes as near as 730 feet northeast and 780 feet north of the area that would be disturbed as part of the proposed project.

Section 8.06.120(G) of the City's Municipal Code exempts noise sources associated with new construction, remodeling, rehabilitation or grading of any property from the City's noise standards provided construction activities that occur do not take place between the hours of 6:00 p.m. and 7:00 a.m. on weekdays and Saturdays, with no activities occurring at any time on Sundays or federal holidays. However, the City construction noise standards do not provide any limits to the noise levels that may be created from construction activities and even with adherence to the City standards, the resultant construction noise levels may result in a significant substantial temporary noise increase to the nearby residents.

In order to determine if the proposed construction activities would create a significant substantial temporary noise increase, the FTA construction noise criteria thresholds detailed above in Section 4.1 have been utilized, which shows that a significant construction noise impact would occur if construction noise exceeds 80 dBA during the daytime at any of the nearby homes or school classrooms.

Construction noise impacts to the nearby sensitive receptors have been calculated through use of the RCNM and the parameters and assumptions detailed in Section 6.1 of this report including Table G – Construction Equipment Noise Emissions and Usage Factors. The results are shown below in Table I and the RCNM printouts are provided in Appendix C.

Table I – Construction Noise Levels at the Nearby Sensitive Receptors

Construction Phase	Construction Noise Level (dBA Leq) at:		
	Home to South[1]	Home to Northeast[2]	Home to North[3]
Site Preparation	66	62	62
Grading	65	61	61
Building Construction	66	61	62
Paving	61	57	57
Painting	53	49	49
FTA Construction Noise Threshold	**80**	**80**	**80**
Exceed Thresholds?	No	No	No

Notes:
[1] The home to south is located as near as 530 feet from the center of the area disturbed.
[2] The home to northeast is located as near as 870 feet from the center of the area disturbed.
[3] The home to north is located as near as 840 feet from the center of the area disturbed.
Source: RCNM, Federal Highway Administration, 2006 (see Section 6.1 above for detailed description of modeling assumptions)

Table I shows that greatest construction noise impacts would occur during the site preparation, with noise levels as high as 66 dBA Leq at the nearest home to the south and 62 dBA at the homes to the northeast and north. All calculated construction noise levels shown in Table I are within the FTA daytime construction noise standard of 80 dBA averaged over eight hours. Therefore, through adherence to the limitation of allowable construction times provided in Section 8.06.120(G) of the City's Municipal Code, construction-related noise levels would not exceed any standards established in the General Plan or Noise Ordinance nor would construction activities create a substantial temporary increase in ambient noise levels from construction of the proposed project. Impacts would be less than significant.

Operational-Related Noise

In general, operation of the new reservoir tanks will be passive as there will be no equipment installed on the reservoir tanks that creates noise. The existing water tank will continue to function while the new reservoir tanks are constructed. Currently, maintenance on the existing water tank occurs on a monthly and as-needed basis by City employees, that includes landscaping. No change would occur between the maintenance activities for the existing water tank and proposed reservoir tanks. As such, operation of the proposed project would not create any additional sources of noise, over which is currently being created, and no operational noise modeling was performed. As such, less than significant noise impacts would occur from operation of the proposed project.

Level of Significance

Less than significant impact.

7.3 Generation of Excessive Groundborne Vibration

The proposed project would not expose persons to or generation of excessive groundborne vibration or groundborne noise levels. The following section analyzes the potential vibration impacts associated with the construction and operations of the proposed project.

Construction-Related Vibration Impacts

The construction activities for the proposed project are anticipated to include site preparation and grading of approximately 6.2 acres, building construction of the proposed reservoirs, paving of an onsite driveway and parking spaces, and application of architectural coatings. Vibration impacts from construction activities associated with the proposed project would typically be created from the operation of heavy off-road equipment. The nearest sensitive receptor to the project site is a single-family home that is located as near as 280 feet south of the area that would be disturbed as part of the proposed project

Section 9.06.090(G) limits vibration activities to vibration levels that are not discernible at or beyond the boundary line of private property or at 150 feet from the vibration source if on a public space or public right of way. Based on these standards, there is potential that groundborne vibration may expose persons to excessive vibration levels. Since the City does not provide any quantitative vibration thresholds for what is considered discernible, the Caltrans vibration thresholds have been utilized in this analysis, which defines the threshold for building damage to structures at 0.5 inch per second PPV and the threshold for distinctly perceptible human annoyance of 0.24 inch per second PPV from transient sources.

The primary source of vibration during construction would be from the operation of a bulldozer. From Table H above a bulldozer would create a vibration level of 0.089 inch per second PPV at 25 feet. Based on typical propagation rates, the vibration level at the nearest sensitive receptors (280 feet to the south) would be 0.006 inch per second PPV, which would be below both Caltrans exceed both the 0.5 inch per second PPV threshold for damage to structures and the human annoyance threshold of 0.24 inch per second PPV. Impacts would be less than significant.

Operations-Related Vibration Impacts

The proposed project would consist of the development of two new reservoir tanks. The on-going operation of the proposed project would not include the operation of any equipment that creates vibration and would not include any other known vibration sources. Therefore, a less than significant vibration impact is anticipated from operation of the proposed project.

Level of Significance

Less than significant impact.

7.4 Aircraft Noise

The proposed project would not expose people residing or working in the project area to excessive noise levels from aircraft. The nearest airport is Redlands Municipal Airport that is located approximately 4.8 miles north of the project site. The project site is located outside of the 60 dBA CNEL noise contours of Redlands Municipal Airport. No impacts would occur from aircraft noise.

Level of Significance

No impact.

8.0 REFERENCES

California Department of Transportation (Caltrans), *Technical Noise Supplement to the Traffic Noise Analytics Protocol*, September 2013.

California Department of Transportation, *Transportation and Construction Vibration Guidance Manual*, April 2020.

Coffman Associates, *Airport Layout Plan Narrative Report for San Bernardino International Airport,* November 2010.

City of Redlands, *City of Redlands General Plan 2035,* Adopted December 5, 2017.

City of Redlands, *City Code of Redlands, California,* December 17, 2019.

Federal Transit Administration, *Transit Noise and Vibration Impact Assessment,* September 2018.

U.S. Department of Transportation, *FHWA Roadway Construction Noise Model User's Guide,* January, 2006.

APPENDIX A

Field Noise Measurements Photo Index



Noise Measurement Site 1 - looking north



Noise Measurement Site 1 - looking northeast



Noise Measurement Site 1 - looking east



Noise Measurement Site 1 - looking southeast



Noise Measurement Site 1 - looking south



Noise Measurement Site 1 - looking southwest



Noise Measurement Site 1 - looking west



Noise Measurement Site 1 - looking northwest



Noise Measurement Site 2 - looking north



Noise Measurement Site 2 - looking northeast



Noise Measurement Site 2 - looking east



Noise Measurement Site 2 - looking southeast



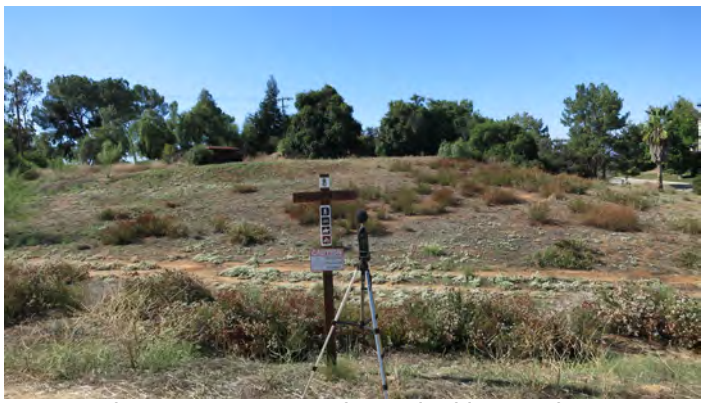
Noise Measurement Site 2 - looking south



Noise Measurement Site 2 - looking southwest



Noise Measurement Site 2 - looking west



Noise Measurement Site 2 - looking northwest

APPENDIX B

Field Noise Measurements Printouts

Measurement Report

Report Summary

Meter's File Name	831_Data.003	Computer's File Name	SLM_0002509
Meter	831		
Firmware	2.403		
User	GT		Location
Description	Sunset Reservoirs		
Note	SE of Existing Reservoir, approx 40 ft SW of Helen Ct Centerline and 20 ft north of fence for home at 13202 Bruder Ln		
Start Time	2023-08-28 15:25:46	Duration	0:15:00.0
End Time	2023-08-28 15:40:46	Run Time	0:15:00.0
		Pause Time	0:00:00.0

Results

Overall Metrics

LA_{eq}	46.8 dB		
LAE	76.3 dB	SEA	--- dB
EA	4.8 µPa²h		
LZ_{peak}	96.0 dB	2023-08-28 15:25:46	
LAS_{max}	58.8 dB	2023-08-28 15:30:50	
LAS_{min}	43.8 dB	2023-08-28 15:32:52	
LA_{eq}	46.8 dB		
LC_{eq}	59.0 dB	LC_{eq} - LA_{eq}	12.2 dB
LAI_{eq}	49.5 dB	LAI_{eq} - LA_{eq}	2.7 dB

Exceedances	Count	Duration
LAS > 65.0 dB	0	0:00:00.0
LAS > 85.0 dB	0	0:00:00.0
LZpeak > 135.0 dB	0	0:00:00.0
LZpeak > 137.0 dB	0	0:00:00.0
LZpeak > 140.0 dB	0	0:00:00.0

Community Noise	LDN	LDay	LNight
	46.8 dB	46.8 dB	0.0 dB

	LDEN	LDay	LEve	LNight
	46.8 dB	46.8 dB	--- dB	--- dB

Any Data	A		C		Z	
	Level	Time Stamp	Level	Time Stamp	Level	Time Stamp
L_{eq}	46.8 dB		59.0 dB		64.0 dB	
$LS_{(max)}$	58.8 dB	2023-08-28 15:30:50	71.5 dB	2023-08-28 15:31:50	87.6 dB	2023-08-28 15:25:47
$LF_{(max)}$	61.9 dB	2023-08-28 15:30:50	73.8 dB	2023-08-28 15:31:50	92.2 dB	2023-08-28 15:25:47
$LI_{(max)}$	68.0 dB	2023-08-28 15:25:46	76.2 dB	2023-08-28 15:30:26	93.7 dB	2023-08-28 15:25:47
$LS_{(min)}$	43.8 dB	2023-08-28 15:32:52	53.4 dB	2023-08-28 15:37:53	54.9 dB	2023-08-28 15:37:53
$LF_{(min)}$	43.2 dB	2023-08-28 15:38:53	52.3 dB	2023-08-28 15:36:35	53.6 dB	2023-08-28 15:28:53
$LI_{(min)}$	43.7 dB	2023-08-28 15:32:52	53.7 dB	2023-08-28 15:37:53	55.4 dB	2023-08-28 15:39:09
$L_{Peak(max)}$	80.9 dB	2023-08-28 15:26:02	86.3 dB	2023-08-28 15:30:26	96.0 dB	2023-08-28 15:25:46

Overloads	Count	Duration	OBA Count	OBA Duration
	0	0:00:00.0	0	0:00:00.0

Statistics

LAS 5.0	51.4 dB
LAS 10.0	48.1 dB
LAS 33.3	45.7 dB
LAS 50.0	45.3 dB
LAS 66.6	45.0 dB
LAS 90.0	44.4 dB

Measurement Report

Report Summary

Meter's File Name	831_Data.004	Computer's File Name	SLM_0002509_831_Data_004.06.ldbin
Meter	831		
Firmware	2.403		
User	GT		Location
Description	Sunset Reservoirs		
Note	North of Existing Reservoir, at Teddy's Trail Trailhead, approx 15 ft north of Helen Ct CL		
Start Time	2023-08-28 15:49:20	Duration	0:15:00.0
End Time	2023-08-28 16:04:20	Run Time	0:15:00.0
Pause Time	0:00:00.0		

Results

Overall Metrics

LA_{eq}	51.3 dB		
LAE	80.8 dB	SEA	--- dB
EA	13.4 µPa²h		
LZ_{peak}	98.5 dB	2023-08-28 15:49:20	
LAS_{max}	73.2 dB	2023-08-28 15:51:26	
LAS_{min}	29.6 dB	2023-08-28 15:57:31	
LA_{eq}	51.3 dB		
LC_{eq}	63.3 dB	LC_{eq} - LA_{eq}	12.0 dB
LAI_{eq}	55.3 dB	LAI_{eq} - LA_{eq}	4.1 dB

Exceedances	Count	Duration
LAS > 65.0 dB	2	0:00:11.3
LAS > 85.0 dB	0	0:00:00.0
LZpeak > 135.0 dB	0	0:00:00.0
LZpeak > 137.0 dB	0	0:00:00.0
LZpeak > 140.0 dB	0	0:00:00.0

Community Noise	LDN	LDay	LNight
	51.3 dB	51.3 dB	0.0 dB

	LDEN	LDay	LEve	LNight
	51.3 dB	51.3 dB	--- dB	--- dB

Any Data	A		C		Z	
	Level	Time Stamp	Level	Time Stamp	Level	Time Stamp
L_{eq}	51.3 dB		63.3 dB		69.4 dB	
$LS_{(max)}$	73.2 dB	2023-08-28 15:51:26	83.7 dB	2023-08-28 15:51:26	89.3 dB	2023-08-28 15:49:20
$LF_{(max)}$	76.7 dB	2023-08-28 15:51:25	86.3 dB	2023-08-28 15:51:25	93.6 dB	2023-08-28 15:49:20
$LI_{(max)}$	77.8 dB	2023-08-28 15:51:25	87.9 dB	2023-08-28 15:51:25	96.4 dB	2023-08-28 15:49:20
$LS_{(min)}$	29.6 dB	2023-08-28 15:57:31	45.1 dB	2023-08-28 15:58:21	49.6 dB	2023-08-28 16:04:18
$LF_{(min)}$	29.1 dB	2023-08-28 15:57:39	42.6 dB	2023-08-28 15:58:25	46.7 dB	2023-08-28 16:04:06
$LI_{(min)}$	29.6 dB	2023-08-28 15:57:40	45.8 dB	2023-08-28 15:57:38	50.9 dB	2023-08-28 16:02:41
$L_{Peak(max)}$	92.6 dB	2023-08-28 16:02:09	96.1 dB	2023-08-28 15:51:25	98.5 dB	2023-08-28 15:49:20

Overloads	Count	Duration	OBA Count	OBA Duration
	0	0:00:00.0	0	0:00:00.0

Statistics

LAS 5.0	53.5 dB
LAS 10.0	48.0 dB
LAS 33.3	37.0 dB
LAS 50.0	35.4 dB
LAS 66.6	33.3 dB
LAS 90.0	30.8 dB

APPENDIX C

RCNM Model Construction Noise Calculations

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Site Preparation

---- Receptor #1 ----

Description	Land Use	Baselines (dBA) Daytime	Evening	Night
Home to South	Residential	46.8	46.8	46.8

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Dozer	No	40		81.7	530	0
Dozer	No	40		81.7	530	0
Dozer	No	40		81.7	530	0
Backhoe	No	40		77.6	530	0
Front End Loader	No	40		79.1	530	0
Tractor	No	40	84		530	0
Tractor	No	40	84		530	0

		Calculated (dBA)		Results Day	Noise Limits (dBA)	Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Dozer		61.2	57.2	N/A	N/A	N/A	N/A
Dozer		61.2	57.2	N/A	N/A	N/A	N/A
Dozer		61.2	57.2	N/A	N/A	N/A	N/A
Backhoe		57.1	53.1	N/A	N/A	N/A	N/A
Front End Loader		58.6	54.6	N/A	N/A	N/A	N/A
Tractor		63.5	59.5	N/A	N/A	N/A	N/A
Tractor		63.5	59.5	N/A	N/A	N/A	N/A
	Total	**64**	**66**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Site Preparation

---- Receptor #2 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to Northeast	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Dozer	No	40		81.7	870	0
Dozer	No	40		81.7	870	0
Dozer	No	40		81.7	870	0
Backhoe	No	40		77.6	870	0
Front End Loader	No	40		79.1	870	0
Tractor	No	40	84		870	0
Tractor	No	40	84		870	0

		Calculated (dBA)		Results	Noise Limits (dBA)		
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Dozer		56.9	52.9	N/A	N/A	N/A	N/A
Dozer		56.9	52.9	N/A	N/A	N/A	N/A
Dozer		56.9	52.9	N/A	N/A	N/A	N/A
Backhoe		52.7	48.8	N/A	N/A	N/A	N/A
Front End Loader		54.3	50.3	N/A	N/A	N/A	N/A
Tractor		59.2	55.2	N/A	N/A	N/A	N/A
Tractor		59.2	55.2	N/A	N/A	N/A	N/A
	Total	**59**	**62**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Site Preparation

---- Receptor #3 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to North	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Dozer	No	40		81.7	840	0
Dozer	No	40		81.7	840	0
Dozer	No	40		81.7	840	0
Backhoe	No	40		77.6	840	0
Front End Loader	No	40		79.1	840	0
Tractor	No	40	84		840	0
Tractor	No	40	84		840	0

Results

		Calculated (dBA)		Noise Limits (dBA)			
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Dozer		57.2	53.2	N/A	N/A	N/A	N/A
Dozer		57.2	53.2	N/A	N/A	N/A	N/A
Dozer		57.2	53.2	N/A	N/A	N/A	N/A
Backhoe		53.1	49.1	N/A	N/A	N/A	N/A
Front End Loader		54.6	50.6	N/A	N/A	N/A	N/A
Tractor		59.5	55.5	N/A	N/A	N/A	N/A
Tractor		59.5	55.5	N/A	N/A	N/A	N/A
	Total	**60**	**62**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Grading

---- Receptor #1 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to South	Residential	46.8	46.8	46.8

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Excavator	No	40		80.7	530	0
Grader	No	40	85		530	0
Dozer	No	40		81.7	530	0
Backhoe	No	40		77.6	530	0
Front End Loader	No	40		79.1	530	0
Tractor	No	40	84		530	0

		Calculated (dBA)		Results Noise Limits (dBA)			
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Excavator		60.2	56.2	N/A	N/A	N/A	N/A
Grader		64.5	60.5	N/A	N/A	N/A	N/A
Dozer		61.2	57.2	N/A	N/A	N/A	N/A
Backhoe		57.1	53.1	N/A	N/A	N/A	N/A
Front End Loader		58.6	54.6	N/A	N/A	N/A	N/A
Tractor		63.5	59.5	N/A	N/A	N/A	N/A
	Total	**65**	**65**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Grading

---- Receptor #2 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to Northeast	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Excavator	No	40		80.7	870	0
Grader	No	40	85		870	0
Dozer	No	40		81.7	870	0
Backhoe	No	40		77.6	870	0
Front End Loader	No	40		79.1	870	0
Tractor	No	40	84		870	0

		Calculated (dBA)		Results Noise Limits (dBA) Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Excavator		55.9	51.9	N/A	N/A	N/A	N/A
Grader		60.2	56.2	N/A	N/A	N/A	N/A
Dozer		56.9	52.9	N/A	N/A	N/A	N/A
Backhoe		52.7	48.8	N/A	N/A	N/A	N/A
Front End Loader		54.3	50.3	N/A	N/A	N/A	N/A
Tractor		59.2	55.2	N/A	N/A	N/A	N/A
	Total	**60**	**61**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Grading

---- Receptor #3 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to North	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Excavator	No	40		80.7	840	0
Grader	No	40	85		840	0
Dozer	No	40		81.7	840	0
Backhoe	No	40		77.6	840	0
Front End Loader	No	40		79.1	840	0
Tractor	No	40	84		840	0

		Results					
		Calculated (dBA)		Noise Limits (dBA)			
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Excavator		56.2	52.2	N/A	N/A	N/A	N/A
Grader		60.5	56.5	N/A	N/A	N/A	N/A
Dozer		57.2	53.2	N/A	N/A	N/A	N/A
Backhoe		53.1	49.1	N/A	N/A	N/A	N/A
Front End Loader		54.6	50.6	N/A	N/A	N/A	N/A
Tractor		59.5	55.5	N/A	N/A	N/A	N/A
	Total	**61**	**61**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Building Construction

---- Receptor #1 ----

Description	Land Use	Baselines (dBA) Daytime	Evening	Night
Home to South	Residential	46.8	46.8	46.8

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Crane	No	16		80.6	530	0
Gradall	No	40		83.4	530	0
Gradall	No	40		83.4	530	0
Gradall	No	40		83.4	530	0
Generator	No	50		80.6	530	0
Backhoe	No	40		77.6	530	0
Front End Loader	No	40		79.1	530	0
Welder / Torch	No	40		74	530	0

Equipment	Calculated (dBA) *Lmax	Leq	Results Day Lmax	Noise Limits (dBA) Day Leq	Evening Lmax	Evening Leq
Crane	60	52.1	N/A	N/A	N/A	N/A
Gradall	62.9	58.9	N/A	N/A	N/A	N/A
Gradall	62.9	58.9	N/A	N/A	N/A	N/A
Gradall	62.9	58.9	N/A	N/A	N/A	N/A
Generator	60.1	57.1	N/A	N/A	N/A	N/A
Backhoe	57.1	53.1	N/A	N/A	N/A	N/A
Front End Loader	58.6	54.6	N/A	N/A	N/A	N/A
Welder / Torch	53.5	49.5	N/A	N/A	N/A	N/A
Total	**63**	**66**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Building Construction

---- Receptor #2 ----

Description	Land Use	Baselines (dBA) Daytime	Evening	Night
Home to Northeast	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Crane	No	16		80.6	870	0
Gradall	No	40		83.4	870	0
Gradall	No	40		83.4	870	0
Gradall	No	40		83.4	870	0
Generator	No	50		80.6	870	0
Backhoe	No	40		77.6	870	0
Front End Loader	No	40		79.1	870	0
Welder / Torch	No	40		74	870	0

Equipment	Calculated (dBA) *Lmax	Leq	Results Noise Limits (dBA) Day Lmax	Day Leq	Evening Lmax	Evening Leq
Crane	55.7	47.8	N/A	N/A	N/A	N/A
Gradall	58.6	54.6	N/A	N/A	N/A	N/A
Gradall	58.6	54.6	N/A	N/A	N/A	N/A
Gradall	58.6	54.6	N/A	N/A	N/A	N/A
Generator	55.8	52.8	N/A	N/A	N/A	N/A
Backhoe	52.7	48.8	N/A	N/A	N/A	N/A
Front End Loader	54.3	50.3	N/A	N/A	N/A	N/A
Welder / Torch	49.2	45.2	N/A	N/A	N/A	N/A
Total	**59**	**61**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Building Construction

---- Receptor #3 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to North	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Crane	No	16		80.6	840	0
Gradall	No	40		83.4	840	0
Gradall	No	40		83.4	840	0
Gradall	No	40		83.4	840	0
Generator	No	50		80.6	840	0
Backhoe	No	40		77.6	840	0
Front End Loader	No	40		79.1	840	0
Welder / Torch	No	40		74	840	0

		Calculated (dBA)		Results Noise Limits (dBA)			
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Crane		56.0	48.1	N/A	N/A	N/A	N/A
Gradall		58.9	54.9	N/A	N/A	N/A	N/A
Gradall		58.9	54.9	N/A	N/A	N/A	N/A
Gradall		58.9	54.9	N/A	N/A	N/A	N/A
Generator		56.1	53.1	N/A	N/A	N/A	N/A
Backhoe		53.1	49.1	N/A	N/A	N/A	N/A
Front End Loader		54.6	50.6	N/A	N/A	N/A	N/A
Welder / Torch		49.5	45.5	N/A	N/A	N/A	N/A
	Total	**59**	**62**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Paving

---- Receptor #1 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to South	Residential	46.8	46.8	46.8

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Paver	No	50		77.2	530	0
Paver	No	50		77.2	530	0
Paver	No	50		77.2	530	0
Paver	No	50		77.2	530	0
Roller	No	20		80	530	0
Roller	No	20		80	530	0

		Calculated (dBA)		Results	Noise Limits (dBA)		
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Paver		56.7	53.7	N/A	N/A	N/A	N/A
Paver		56.7	53.7	N/A	N/A	N/A	N/A
Paver		56.7	53.7	N/A	N/A	N/A	N/A
Paver		56.7	53.7	N/A	N/A	N/A	N/A
Roller		59.5	52.5	N/A	N/A	N/A	N/A
Roller		59.5	52.5	N/A	N/A	N/A	N/A
	Total	**60**	**61**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Paving

---- Receptor #2 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to Northeast	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Paver	No	50		77.2	870	0
Paver	No	50		77.2	870	0
Paver	No	50		77.2	870	0
Paver	No	50		77.2	870	0
Roller	No	20		80	870	0
Roller	No	20		80	870	0

		Calculated (dBA)		Results	Noise Limits (dBA)		
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Paver		52.4	49.4	N/A	N/A	N/A	N/A
Paver		52.4	49.4	N/A	N/A	N/A	N/A
Paver		52.4	49.4	N/A	N/A	N/A	N/A
Paver		52.4	49.4	N/A	N/A	N/A	N/A
Roller		55.2	48.2	N/A	N/A	N/A	N/A
Roller		55.2	48.2	N/A	N/A	N/A	N/A
	Total	**55**	**57**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Paving

---- Receptor #3 ----

Description	Land Use	Baselines (dBA) Daytime	Evening	Night
Home to North	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Paver	No	50		77.2	840	0
Paver	No	50		77.2	840	0
Paver	No	50		77.2	840	0
Paver	No	50		77.2	840	0
Roller	No	20		80	840	0
Roller	No	20		80	840	0

Equipment	Calculated (dBA) *Lmax	Leq	Results Day Lmax	Noise Limits (dBA) Day Leq	Evening Lmax	Evening Leq
Paver	52.7	49.7	N/A	N/A	N/A	N/A
Paver	52.7	49.7	N/A	N/A	N/A	N/A
Paver	52.7	49.7	N/A	N/A	N/A	N/A
Paver	52.7	49.7	N/A	N/A	N/A	N/A
Roller	55.5	48.5	N/A	N/A	N/A	N/A
Roller	55.5	48.5	N/A	N/A	N/A	N/A
Total	**56**	**57**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Painting

---- Receptor #1 ----

Description	Land Use	Baselines (dBA) Daytime	Evening	Night
Home to South	Residential	46.8	46.8	46.8

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Compressor (air)	No	40		77.7	530	0

		Results Calculated (dBA)		Noise Limits (dBA) Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Compressor (air)		57.2	53.2	N/A	N/A	N/A	N/A
	Total	**57**	**53**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

---- Receptor #2 ----

Description	Land Use	Baselines (dBA) Daytime	Evening	Night
Home to Northeast	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Compressor (air)	No	40		77.7	870	0

		Results Calculated (dBA)		Noise Limits (dBA) Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Compressor (air)		52.9	48.9	N/A	N/A	N/A	N/A
	Total	**53**	**49**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

Roadway Construction Noise Model (RCNM),Version 1.1

Report date: 10/3/2023
Case Description: Sunset Reservoirs - Painting

---- Receptor #3 ----

		Baselines (dBA)		
Description	Land Use	Daytime	Evening	Night
Home to North	Residential	51.3	51.3	51.3

Description	Impact Device	Usage(%)	Equipment Spec Lmax (dBA)	Actual Lmax (dBA)	Receptor Distance (feet)	Estimated Shielding (dBA)
Compressor (air)	No	40		77.7	840	0

		Results					
		Calculated (dBA)		Noise Limits (dBA)			
				Day		Evening	
Equipment		*Lmax	Leq	Lmax	Leq	Lmax	Leq
Compressor (air)		53.2	49.2	N/A	N/A	N/A	N/A
	Total	**53**	**49**	N/A	N/A	N/A	N/A

*Calculated Lmax is the Loudest value.

MITIGATION MONITORING AND REPORTING PROGRAM
Sunset Reservoir Project
CITY OF REDLANDS, CALIFORNIA

Prepared for:

CITY OF REDLANDS
Municipal Utilities and Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373

Prepared by:

CHAMBERS GROUP, INC.
3151 Airway Avenue, Suite F208
Costa Mesa, California 92626
(949) 261-5414

May 2024

MITIGATION MONITORING AND REPORTING PROGRAM

Public Resources Code, Section 21081.6 (Assembly Bill 3180) requires that mitigation measures identified in environmental review documents prepared in accordance with California Environmental Quality Act (CEQA) are implemented after a project is approved. Therefore, this Mitigation Monitoring and Reporting Program (MMRP) has been prepared to ensure compliance with the adopted mitigation measures during the demolition and construction phases of Sunset Reservoir Project.

The City of Redlands is the agency responsible for implementation of the mitigation measures identified in the MND. This MMRP provides the City of Redlands with a convenient mechanism for quickly reviewing all the mitigation measures including the ability to focus on select information such as timing. The MMRP includes the following information for each mitigation measure:

- The phase of the project during which the required mitigation measure must be implemented;
- The phase of the project during which the required mitigation measure must be monitored; and
- The enforcement agency.

The MMRP includes a checklist to be used during the mitigation monitoring period. The checklist will verify the name of the monitor, the date of the monitoring activity, and any related remarks for each mitigation measure.

MITIGATION MONITORING AND REPORTING PROGRAM Sunset Reservoir Project							
Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
Biological Resources							
BIO-1: The Project site has low to moderate potential to have the following special status plant species to be present on-site: slender-horned spineflower (Dodecahema leptoceras), chaparral sand-verbena (*Abronia villosa* var. *aurita*), Jaeger's milk-vetch (*Astragalus pachypus* var. *jaegeri*), mesa horkelia (*Horkelia cuneata* var. *puberula*), Hall's monardella (*Monardella macrantha* subsp. *hallii*), Brand's star phacelia (*Phacelia stellaris*), chaparral ragwort (*Senecio aphanactis*), Parry's spineflower (*Chorizanthe parryi* var. *parryi*), and Santa Ana River woollystar (*Eriastrum densifolium* subsp. *sanctorum*). Therefore, a qualified botanist must be retained by the Project applicant to conduct a protocol level focused plant survey prior to construction at the location of the water tanks to identify if any special status plant species are present on site. The focused plant survey shall be conducted during the appropriate blooming period or when each species is conspicuous and readily identifiable by a qualified botanist. If any special status plant species are observed, they will be mapped, counted, and recorded. When feasible, construction activities will avoid impacts to the areas with special status plant species if found. The special status plants identified shall be protected by a buffer zone established by a qualified botanist prior to construction. If the qualified botanist determines that the special status plants cannot be avoided and a buffer zone cannot be established, then further mitigation for the impacted species will be required. This may include payment of an in-lieu fee, preservation of suitable habitat elsewhere off the Project site, collection of seeds, transplanting, or another form of mitigation as approved by the resource agencies.	Pre-Construction	Construction	City of Redlands	LTS			

MITIGATION MONITORING AND REPORTING PROGRAM Sunset Reservoir Project							
Mitigation Measure	**Implementation Phase**	**Monitoring Phase**	**Enforcement Agency**	**Level of Significance After Mitigation** Less than Significant (LTS)	**Verification of Compliance**		
					Initial	**Date**	**Remarks**
BIO-2: To minimize potential impacts to nesting birds protected under the Migratory Bird Treaty Act (MBTA) within the Project, construction activities shall take place outside nesting season (February 1 to August 31) to the greatest extent practicable. If construction activities must occur during nesting season, a preconstruction nesting bird survey shall be conducted prior to initiation of ground-disturbing activities. The survey shall be completed within 14 days prior to ground disturbing activities which consists of but are not limited to tree removal, trenching, and grading. The survey shall be scheduled with and conducted by a qualified biologist in coordination with the City and onsite construction manager. During the survey, should nesting birds or their nests be encountered a minimum buffer zone around occupied nests should be determined by a qualified biologist to avoid impacts to the active nest. The buffer shall range at a minimum of 100 to 300 feet. The buffer should be maintained during physical ground-disturbing activities. Avoidance measures shall be implemented if the biologist finds that they are required to not impact the nests including but not limited to noise, activity, and design modifications, worker education, signage, buffers and/or temporary fencing. Once the biologist has determined that the nesting has ceased and the nestlings have fledged, the buffer may be removed.	Pre-Construction	Construction	City of Redlands	LTS			
Cultural Resources							
CUL-1: The City shall retain the services of a Qualified Archaeologist, meeting the Secretary of the Interior Standards, or County requirements, whichever is the greater. The Qualified Archaeologist shall remain on-call throughout the Project. Upon approval or request by the City, a cultural resources mitigation plan (CRMP) outlining procedures for cultural resources monitoring, mitigation, treatment, and data recovery of any unanticipated discovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the CRMP shall include consultations with the City as well as a requirement that the curation of any significant cultural resources recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the City accepts ownership, the curation location may be revised.	Pre-Construction	Construction	City of Redlands	LTS			

MITIGATION MONITORING AND REPORTING PROGRAM Sunset Reservoir Project							
Mitigation Measure	**Implementation Phase**	**Monitoring Phase**	**Enforcement Agency**	**Level of Significance After Mitigation** Less than Significant (LTS)	**Verification of Compliance**		
					Initial	**Date**	**Remarks**
CUL-2: In the event of the discovery of previously unidentified and/or potential cultural resources, the City, and/or its Contractor, shall immediately cease all work activities within an area of not less than 50 feet of the discovery. The City or its Contractor shall immediately contact the City and the City-retained on-call Qualified Archaeologist. Except in the case of cultural items that fall within the scope of the California Health and Safety Code 7050.5, CEQA Section 15064.5, or California PRC Section 5097.98, the discovery of any cultural resource within the Project site shall not be grounds for a project-wide "stop work" notice or otherwise interfere with the Project's continuation except as set forth in this mitigation measure. Additionally, any consulting Native American Tribal groups that requested notification of any unanticipated discovery of cultural resources on the Project shall be notified and included in subsequent consultation appropriately. In the event of an unanticipated discovery of cultural resources during construction, the City-retained Qualified Archaeologist shall evaluate the significance of the materials prior to resuming any construction-related activities in the vicinity of the find. If a CRMP is prepared for the Project, the protocols for mitigation or treatment of cultural resources will be implemented. If the Qualified Archaeologist determines that the discovery constitutes a significant resource under CEQA and it cannot be avoided, the City shall implement an archaeological data recovery program.	Construction	Construction	City of Redlands	LTS			
CUL-3: If cultural resources are encountered during the Project, the Qualified Archaeologist shall prepare a report summarizing any and all prehistoric or historic archaeological finds as well as providing follow-up reports of any finds to the South Central Coastal Information Center (SCCIC), as required.	Post-Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation	Verification of Compliance		
					Initial	Date	Remarks
Geology and Soils							
PAL-1: Prior to issuance of a grading permit, the City shall be required to obtain the services of a Qualified Project Paleontologist to remain on call for the duration of the proposed ground disturbing construction activity. The paleontologist selected must be approved by the City. Upon approval or request by the City, a paleontological mitigation plan (PMP) outlining procedures for paleontological data recovery shall be prepared for the Project and submitted to the City for review and approval. The development and implementation of the PMP shall include consultations with the District's Engineering Geologist as well as a requirement that the curation of all specimens recovered under any scenario shall be through an appropriate repository agreed upon by the City. If the District accepts ownership, the curation location may be revised. The PMP shall include developing a multilevel ranking system, or Potential Fossil Yield Classification (PFYC), as a tool to demonstrate the potential yield of fossils within a given stratigraphic unit. The PMP shall outline the monitoring and salvage protocols to address paleontological resources encountered during Project-related ground-disturbing activities, as well as the appropriate recording, collection, and processing protocols to appropriately address any resources discovered.	Pre-Construction/Construction	Construction	City of Redlands	LTS			
PAL-2: At the completion of all ground-disturbing activities, the Project Paleontologist shall prepare a final paleontological mitigation report summarizing all monitoring efforts and observations, as performed in line with the PMP, and all paleontological resources encountered, if any, as well as providing follow-up reports of any specific discovery, if necessary.	Post-Construction	Construction	City of Redlands	LTS			
Tribal Cultural Resources							
TCR-1: Prior to the issuance of grading permits, the applicant shall enter into a Tribal Monitoring Services Agreement with the Morongo Band of Mission Indians (MBMI) for the Project. The Tribal Monitor shall be on-site during all ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind). The Tribal Monitor shall have the authority to temporarily divert, redirect, or halt the ground-disturbing activities to allow identification, evaluation, and potential recovery of cultural resources.	Pre-Construction/Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-2: Prior to any ground-disturbing activities (including, but not limited to, clearing, grubbing, tree and bush removal, grading, trenching, fence post replacement and removal, construction excavation, excavation for all utility and irrigation lines, and landscaping phases of any kind), and prior to the issuance of grading permits, the Applicant shall retain a Qualified Archaeologist who meets the U.S. Secretary of the Interior Standards (SOI). The Archaeologist shall be present during all ground disturbing activities to identify any known or suspected archaeological and/or cultural resources. The Archaeologist will conduct a Cultural Resource Sensitivity Training, in conjunction with the Tribe[s] Tribal Historic Preservation Officer (THPO), and/or designated Tribal Representative. The training session will focus on the archaeological and tribal cultural resources that may be encountered during ground-disturbing activities as well as the procedures to be followed in such an event.	Pre-Construction/Construction	Construction	City of Redlands	LTS			
TCR-3: Prior to any ground-disturbing activities the project Archaeologist shall develop a Cultural Resource Management Plan (CRMP) and/or Archaeological Monitoring and Treatment Plan (AMTP) to address the details, timing, and responsibilities of all archaeological and cultural resource activities that occur on the project site. This Plan shall be written in consultation with the consulting Tribe[s] and shall include the following: approved Mitigation Measures (MM)/Conditions of Approval (COA), contact information for all pertinent parties, parties' responsibilities, procedures for each MM or COA, and an overview of the project schedule.	Pre-Construction	Construction	City of Redlands	LTS			
TCR-4: The retained Qualified archeologist and Consulting Tribe[s] representative shall attend the pre-grade meeting with the grading contractors to explain and coordinate the requirements of the monitoring plan.	Pre-Construction	Pre-Construction	City of Redlands	LTS			
TCR-5: During all ground-disturbing activities the Qualified Archaeologist and the Tribal Monitor shall be onsite full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of Tribal Cultural Resources as defined in California Public Resources Code Section 21074. Archaeological and Tribal Monitoring will be discontinued when the depth of grading and the soil conditions no longer retain the potential to contain cultural deposits. The Qualified Archaeologist, in consultation with the Tribal Monitor, shall be responsible for determining the duration and frequency of monitoring.	Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-6: In the event that previously unidentified cultural resources are unearthed during construction, the Qualified Archaeologist and the Tribal Monitor shall have the authority to temporarily divert and/or temporarily halt ground-disturbance operations in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed. If a potentially significant cultural resource(s) is discovered, work shall stop within a 60-foot perimeter of the discovery and an Environmentally Sensitive Area (ESA) physical demarcation/barrier constructed. All work shall be diverted away from the vicinity of the find, so that the find can be evaluated by the Qualified Archaeologist and Tribal Monitor[s]. The Archaeologist shall notify the City and consulting Tribe[s] of said discovery. The Qualified Archaeologist, in consultation with the Lead Agency, the consulting Tribe[s], and the Tribal Monitor, shall determine the significance of the discovered resource. A recommendation for the treatment and disposition of the Tribal Cultural Resource shall be made by the Qualified Archaeologist in consultation with the Tribe[s] and the Tribal Monitor[s] and be submitted to the Lead Agency for review and approval. Below are the possible treatments and dispositions of significant cultural resources in order of CEQA preference: A. Full avoidance. B. If avoidance is not feasible, Preservation in place. C. If Preservation in place is not feasible, all items shall be reburied in an area away from any future impacts and reside in a permanent conservation easement or Deed Restriction. D. If all other options are proven to be infeasible, data recovery through excavation and then curation in a Curation Facility that meets the Federal Curation Standards (CFR 79.1)	Construction	Construction	City of Redlands	LTS			

Mitigation Measure	Implementation Phase	Monitoring Phase	Enforcement Agency	Level of Significance After Mitigation Less than Significant (LTS)	Verification of Compliance		
					Initial	Date	Remarks
TCR-7: The Morongo Band of Mission Indians requests the following specific conditions to be imposed in order to protect Native American human remains and/or cremations. No photographs are to be taken except by the coroner, with written approval by the consulting Tribe[s]. A. Should human remains and/or cremations be encountered on the surface or during any and all ground-disturbing activities (i.e., clearing, grubbing, tree and bush removal, grading, trenching, fence post placement and removal, construction excavation, excavation for all water supply, electrical, and irrigation lines, and landscaping phases of any kind), work in the immediate vicinity of the discovery shall immediately stop within a 100-foot perimeter of the discovery. The area shall be protected; project personnel/observers will be restricted. The County Coroner is to be contacted within 24 hours of discovery. The County Coroner has 48 hours to make his/her determination pursuant to State and Safety Code §7050.5. and Public Resources Code (PRC) § 5097.98. B. In the event that the human remains and/or cremations are identified as Native American, the Coroner shall notify the Native American Heritage Commission within 24 hours of determination pursuant to subdivision (c) of HSC §7050.5. C. The Native American Heritage Commission shall immediately notify the person or persons it believes to be the Most Likely Descendant (MLD). The MLD has 48 hours, upon being granted access to the Project site, to inspect the site of discovery and make his/her recommendation for final treatment and disposition, with appropriate dignity, of the remains and all associated grave goods pursuant to PRC §5097.98 D. If the Morongo Band of Mission Indians has been named the MLD, the Tribe may wish to rebury the human remains and/or cremation and sacred items in their place of discovery with no further disturbance where they will reside in perpetuity. The place(s) of reburial will not be disclosed by any party and is exempt from the California Public Records Act (California Government Code § 6254[r]). Reburial location of human remains and/or cremations will be determined by the Tribe's MLD, the landowner, and the City Planning Department.	Construction	Construction	City of Redlands	LTS			
TCR-8: The final report[s] created as a part of the project (AMTP, isolate records, site records, survey reports, testing reports, etc.) shall be submitted to the Lead Agency and Consulting Tribe[s] for review and comment. After approval of all parties, the final reports are to be submitted to the Eastern Information Center, and the Consulting Tribe[s].	Post-Construction	Construction	City of Redlands	LTS			

City Council Meeting **K. 4.**

DATE: 07/16/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Master Service and Purchasing Agreement with Axon Enterprise, Inc. to purchase 105 Taser 10 conductive electrical weapons and required accessories for a total amount not to exceed of $549,724.94, and authorize the Police Chief to sign the agreement (Police Chief Tolber)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the Master Service and Purchasing Agreement with Axon Enterprise, Inc. and to authorize the Police Chief to sign the agreement.

RECOMMENDATION:

Staff recommends that Council approve the Master Service and Purchasing Agreement with Axon Enterprise, Inc. to purchase 105 Axon's Taser 10 conductive electrical weapons and required accessories in the amount not to exceed $109,944.98 for FY 2024-25, $109,944.98 for FY 2025-26, $109,944.98 for FY 2026-27, $109,944.98 for FY 2027-28 and $109,944.98 for FY 2028-29.

DISCUSSION:

The Redlands Police Department (RPD) has been using Conducted Electronic Weapons (CEW) for the past 23 years with great success. There are many instances where the use of a CEW has prevented a suspect or an officer from being injured. There have been cases where the use of the CEW saved a suspect from serious bodily injury or death. In those cases, the only other alternative would have been lethal force.

Our current CEW, the X26P has been in use by RPD department for the last 10 years and are outdated. When the department initially bought the X26P, only enough equipment was purchased for the officers at that time. Over time, as tasers were issued to new officers and civilian employees of the department additional tasers were bought on an as-needed basis. The X26P has a warranty that is good for five years and as RPD has purchased these tasers on an as-needed basis, there has been no consistency in the warranties, and have found the need to replace them regularly. Furthermore, RPD has noticed several malfunctions which could potentially create officer safety issues in the field.

Purchasing the Axon's Taser 10 (Taser 10) will provide the Redlands Police Department with the most up-to-date CEW device, providing almost double the range of current tasers, with a maximum distance to reach a subject of 45 feet, providing more time and space to de-escalate and reducing risk for everyone involved. In addition, the device has new de-escalation features, including a 1,000-lumen pulsing light, loud audible alerts and laser painting to warn a subject to comply before having to deploy probes. The Taser 10 provides more opportunities than other less-lethal options to immediately stop a threat without needing to reload. The Taser 10 has the ability to deploy up to 10 probes compared with two probes previously, which only provided one or two opportunities to be effective.

RPD has negotiated the cost and recommends City Council approve the sole source agreement with Axon Enterprise for an amount not-to-exceed $549,724.94. The 60-month agreement will provide RPD with 5 installment payments of $109,944.98 for each fiscal year from fiscal year 2024/25 to 2028/29. Funds for this program are included in the Department's FY 2024-2026 biennial budget proposal and will be requested for subsequent fiscal years in the Police Department's budget requests.

ALTERNATIVES:

Do not approve the purchase of the Axon's Taser 10. However, this will leave the department with a series of unreliable/out of warranty tasers. Officers in the field will no longer have that force option available to them. This in turn could jeopardize officer safety and the safety of the community.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Stephen Crane, Deputy Police Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$109,944.98
Budgeted Y/N:	Y
Account No.:	101202-7102

Discussion:

This agreement provides for the following terms: An installment annual payment amount of $109,944.98 for FY 2024-25, $109,944.98 for FY 2025-26, $109,944.98 for FY 2026-27, $109,944.98 for FY 2027-28 and $109,944.98 for FY 2028-29. Funding for subsequent fiscal years will be included in the Police Department's budget requests.

Attachments

Axon Enterprise Master Service Agreement
Quote
Axon Enterprise Sole Source

Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services"** means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated or expressly marked as confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, court order or subpoena, neither Party will disclose the other Party's Confidential Information during the Term thereafter. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

CITY OF REDLANDS

Signature: _____

Name: Eddie Tejeda

Title: Mayor

Date: _____

ATTEST:

_____

Jeanne Donaldson, City Clerk

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

    e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence management systems or records.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud

Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.

6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.

8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.

10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-584559-45448.761DG

Issued: 06/05/2024

Quote Expiration: 06/21/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 107722

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Redlands Police Department 30 Cajon St Redlands, CA 92373-4710 USA	Redlands Police Department - CA PO Box 3005 Redlands CA 92373-1505 USA Email:	David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Jonathan James Phone: 9096477926 Email: jjames@redlandspolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$511,812.00
ESTIMATED TOTAL W/ TAX	$549,724.94

Discount Summary

Average Savings Per Year	$16,943.00
TOTAL SAVINGS	$84,715.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	$102,362.40	$7,582.58	$109,944.98
Sep 2025	$102,362.40	$7,582.58	$109,944.98
Sep 2026	$102,362.40	$7,582.58	$109,944.98
Sep 2027	$102,362.40	$7,582.58	$109,944.98
Sep 2028	$102,362.40	$7,582.62	$109,945.02
Total	**$511,812.00**	**$37,912.94**	**$549,724.94**

Quote Unbundled Price:	**$596,527.00**
Quote List Price:	**$514,312.00**
Quote Subtotal:	**$511,812.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	105	60	$94.29	$81.24	$81.24	$511,812.00	$37,912.94	$549,724.94
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,500.00	$0.00	$0.00	$0.00	$0.00
Total							**$511,812.00**	**$37,912.94**	**$549,724.94**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	105	2	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	105	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	2100	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	630	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	100	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	5	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	105	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	18	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	09/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	320	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	840	1	09/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	310	1	09/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	840	1	09/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	320	1	09/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	840	1	09/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	310	1	09/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	840	1	09/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	105	09/01/2024	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	105	09/01/2024	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	2	09/01/2024	08/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	105

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	105	09/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	09/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	105	09/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	3	09/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	18	09/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	2	09/01/2025	08/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	30 Cajon St	Redlands	CA	92373-4710	USA
2	30 Cajon St	Redlands	CA	92373-4710	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	105	$102,362.40	$7,582.58	$109,944.98
Total				**$102,362.40**	**$7,582.58**	**$109,944.98**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	105	$102,362.40	$7,582.58	$109,944.98
Total				**$102,362.40**	**$7,582.58**	**$109,944.98**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	105	$102,362.40	$7,582.58	$109,944.98
Total				**$102,362.40**	**$7,582.58**	**$109,944.98**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	105	$102,362.40	$7,582.58	$109,944.98
Total				**$102,362.40**	**$7,582.58**	**$109,944.98**

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	105	$102,362.40	$7,582.62	$109,945.02
Total				**$102,362.40**	**$7,582.62**	**$109,945.02**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/5/2024



Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 6/26/24

TO: Purchasing Division

FROM: Stephen Crane, Police Department

Purchase Requisition # MUNIS to generate

Estimated Total Cost: $ 549,724.94

Proposed Vendor: Axon Enterprise

Request Term: 5-years

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

☒ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☒ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☒ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Axon Enterprise manufactures the Taser 10, and they are the only company that manufactures this item. Taser 10 cannot be purchased by any other manufacturer. Members of our department have specialized training in the item, and it would cost a significant amount of time and money to purchase and train on a similar item. Repair and maintenance is only available through Axon Enterprise.

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ■ No

***If yes, please explain the type of evaluation performed and provide all supporting documentation*:**

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

Kyle Alexander Jonathan James Darren Beck

5. Explain what action(s) the department would take if the sole/single source services were no longer available

RPD will have end of life (expired) tasers and the current taser will be no longer available with Axon.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

_____

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date