CITY OF REDLANDS

CITY COUNCIL

A G E N D A

JULY 19, 2022

PAUL BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MICK GALLAGHER
Council Member

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JEANNE DONALDSON
City Clerk

ROBERT DAWES
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

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 19, 2022

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.

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

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)
One Case:
a. Coyote Aviation Corporation v. City of Redlands; San Bernardino Superior Court Case No. CIVDS 2203398

2. Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiator:	Laura Kalty, Liebert Cassidy Whitmore; Janice McConnell; Tommi Ng, Danielle Garcia
Employee Organizations:	Redlands Association of Department Directors Redlands Association of Management Employees Redlands Association of Mid-Management Employees Redlands Association of Safety Management Employees Redlands Association of Fire Management Employees Redlands Police Officers Association Redlands Professional Firefighters Association Redlands Civilian Safety Employees Teamsters Local 1932 Redlands Chapter

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Davis - 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. **Presentations**

1. Presentation of the 130th The Village SBC (Second Baptist Church) Anniversary Proclamation to Associate Pastor Margarete Green.

H. **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.)

I. **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.)

1. Approve minutes of the July 5, 2022 regular meeting (City Clerk Donaldson)

2. Authorize issuance of a proclamation recognizing The Village SBC (Second Baptist Church) for 130 years of service to the community (Mayor Barich)

3. Approve recommendation for appointment to the Municipal Utilities/Public Works Commission (Mayor Barich and Council Member Guzman-Lowery)

4. Approve Resolution No. 8369 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days (Council Member Davis)

5. Adopt Ordinance No. 2935 - Second Reading-Adding Chapter 2.74 of the Municipal Code relating to electronic filing of Campaign Finance Disclosure Statements and Statements of Economic Interest (City Clerk Donaldson)

6. Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019) (Fire Chief Sessler)

7. Approve Resolution No. 8366 establishing an Appropriations Limit for Fiscal Year 2022-2023 (Management Services / Finance Director Garcia)

8. Approve the three-year service renewal with Neogov, the City's Insight, Learn and Perform Software, in the amount of $158,634 (Assistant City Manager McConnell)

9. Accept the donation from the University of Redlands of $24,200, and authorize the expenditure of $3,500 on behalf of the City and the A. K. Smiley Public Library as designated by the University of Redlands, and approve additional appropriations totaling $20,700 for the corresponding expenditures in the Police and Fire Departments (Management Services/Finance Director Garcia)

10. Approve the Maintenance Agreement for Redlands Passenger Rail Project At-Grade Crossings with the Southern California Regional Rail Authority (Municipal Utilities and Engineering Director Harris)

11. Approve the First Amendment to the Non-Professional Services Agreement with Tanko Streetlighting, Inc. to replace City-owned streetlights with energy-efficient LED lights (Municipal Utilities and Engineering Director Harris)

12. Approve Resolution No. 8358 levying special taxes with the City of Redlands Community Facilities District No. 2004-1 (Development Services Director Desatnik)

13. Adopt Resolution No. 8368 regarding ad valorem taxes exchanged between the City of Redlands, the City of San Bernardino, and the San Bernardino County Fire Protection District resulting from the jurisdictional change described by LAFCO Case No. 3258 for portions of real property located at the Mountain View Avenue road bridge (APNs: 0292-011-37-0000, 0292-011-42-0000, and portion of the road bridge), and a determination of exemption from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Development Services Director Desatnik)

14. Approve the agreement between the City of Redlands and the United States Capitol Police for the purpose of reimbursing the Redlands Police Department for agreed upon mutual aid (Police Chief Catren)

15. Approve the Interlocal Agreements between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Victorville, and the County of San Bernardino, relating to the distribution of the FY 2019 and FY 2020 Justice Assistance Grants; approve additional appropriations in the amounts of $14,530 and $14,374, respectively, to the Police Department; authorize the acceptance of the FY 2017 and FY 2018 Justice Assistance Grant Modifications in the amounts of $13,937 and $13,826, respectively, to authorize the purchase of cameras and communication equipment; and determine that approval of the Interlocal Agreements, additional appropriations and acceptance of the Justice Assistance Grant modifications is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Catren)

16. Approve the Redlands Police Department Tow Services Agreement for 2022-2025 (Police Chief Catren)

17. Approve and award a construction contract to Danny C. Hubbs Construction, Inc., for an amount not-to-exceed $65,612 for the Garden St. Guardrail Installation Project; and determine that the project is categorically exempt from environmental review under Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

18. Approve a purchase order modification in the amount of $31,419.21 with Clean Energy for delivery and supply of renewable liquefied natural gas for the remainder of Fiscal Year 2021-22 (Assistant City Manager Boatman)

19. Approve the License Agreement with International Aerobatic Club Chapter 26, for use of the Redlands Municipal Airport for the 2022 Official Regional Aerobatic Competition to be held through September 2nd to 4th, 2022, and determine that the project is exempt from environmental review pursuant to Section 15323 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

20. Approve the License Agreement with Southern California Edison for use of property for a walking trail and associated landscaping from Orange Street to Texas Street and determine that approval of the License Agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

21. Approve the request for in-kind support in the amount of $31,232 related to the Stater Bros. Charities Believe Walk to be held on Sunday, October 2, 2022 (Assistant City Manager Boatman)

J. **Communications**

1. Discussion and possible action relating to the designation of a voting delegate and alternate(s) to the 2022 League of California Cities Annual Conference scheduled to occur September 7-9 in Long Beach (Mayor Barich)

2. Discussion and possible direction to staff regarding renter protections during "substantial remodel" evictions (Mayor Pro Tem Tejeda)

K. **Public Hearings**

1. Resolution No. 8357 - Delinquent Municipal Services Account Report
(Mayor to declare the meeting open as a public hearing)

   A. Public Hearing to Consider Resolution No. 8357 approving 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. Ordinance No. 2933 (Development Agreement No. 25) – A request for City Council approval of Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall

   (Mayor to declare meeting open as a public hearing)

   A. PUBLIC HEARING to consider Ordinance No. 2933 (Development Agreement No. 25) – A request for City Council approval of Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) and the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) in the C-3, General Commercial zoning district. The proposal previously underwent environmental review in accordance with the California Environmental Quality Act and the City Council adopted the environmental document on May 10, 2022 (Development Services Director Desatnik)

3. Ordinance No. 2938 - Extending a Temporary Moratorium on Development Projects for New Warehouses and Distribution Logistics Facilities for 90 Days
(Mayor to declare the meeting open as a public hearing)

   A. Public Hearing to consider a determination of exemption pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; receipt of the report prepared pursuant to Government Code Section 65858(d) and consideration of Ordinance No. 2938 extending a temporary moratorium on development projects for new warehouses and distribution logistics facilities within the City of Redlands (Development Services Director Desatnik)

4. Ordinance No. 2939 - Extending a Temporary Moratorium on certain Development Projects within the East Valley Corridor Specific Plan for 10 months and 15 days
(Mayor to declare meeting open as a public hearing)

   A. Consideration of a determination of exemption pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and consideration of Ordinance No. 2939 extending a temporary moratorium on certain development projects for properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the list of potential housing sites prepared in conjunction with the City's 2021-2029 Housing Element (Development Services Director Desatnik)

5. Resolution No. 8360 - Delinquent Administrative Citation and Fine Report
(Mayor to declare the meeting open as a public hearing)

   A. Public Hearing to Consider Resolution No. 8360 approving the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for Lien Processing (Assistant City Manager Boatman)

L. **New Business**

1. Consideration of Resolution No. 8370 Ordering the Submission to the Qualified Voters of the City of Redlands, an Initiative Ordinance Titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" for the November 8, 2022 Election (City Clerk Donaldson)

2. Consideration of Resolution No. 8371 Setting Rules for Filing of Written Arguments Regarding an Initiative Ordinance to be submitted at the November 8, 2022, General Municipal Election (City Clerk Donaldson)

3. Consideration of Request by the University of Redlands to Modify the Alternative Measure Placed on the Ballot by the City Council on June 21, 2022 for the November 8, 2022 General Municipal Election; To Place the Modified Alternative Measure as Proposed by the University of Redlands on the Ballot for the November 8, 2022 General Municipal Election; Withdraw Alternative Measure From the Ballot and Repeal Resolution Nos. 8317 and 8319; Determine that Placement of the Modified Alternative Measure is Exempt Pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022 (Development Services Director Desatnik/City Attorney Abich Garcia)

4. Approve Resolution No. 8375 Setting Priorities for Filing of Written Arguments Regarding an Initiative Ordinance (City Clerk Donaldson/City Attorney Abich Garcia)

5. Consideration of a grant award for the FY2022-2023 Community Development Block Grant (CDBG) Program Year in the amount of $340,246, programming of additional appropriation in the amount of $15,976.21 to the Jocelyn Senior Center Rehabilitation Project, reprogramming of $52,448.92 of CDBG-CV (COVID-19) funds to the Senior Outdoor Dining Project and adding appropriation in the amount of $12,200 to FY2021-22 CDBG Program Year (Development Services Director Desatnik)

6. Consideration of a request to hold the Soulfood Fest event hosted by Stronger Together Now on September 11, 2022, within Ed Hales Park (Assistant City Manager Boatman)

7. Consideration of an agreement between the City of Redlands, Shangri-La Industries, and Step Up on Second Street, Inc. pursuant to the terms of the State of California Department of Housing and Community Development (HCD), Homekey 2 Program Standard Agreement No. 21-HK-17166, for the development and supportive services delivery of the Redlands Good Nite Inn motel conversion project (Assistant City Manager Boatman)

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

N. **Adjournment**
The next regular meeting of the City Council will be held on September 6, 2022.

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-broadcasted at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Agendas, staff reports and minutes of the City Council of the City of Redlands are available on the Internet:

http://www.cityofredlands.org

City Council Meeting **I. 1.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the July 5, 2022 regular meeting (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the July 5, 2022 regular meeting.

Attachments

Minutes of the July 5, 2022 regular meeting.

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 5, 2022 at 5:00 P.M.

Present:	Paul Barich, Mayor Eddie Tejeda, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mick Gallagher, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Robert Dawes, City Treasurer; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Tabitha Kevari, Assistant Director Facilities & Community Services; Reggie Brown, Fire Battalion Chief

Mayor Barich 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

None forthcoming

CLOSED SESSION

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

a. Benveniste v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS 2012175
b. Rodriguez v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS 1935452
c. Barajas v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1719737

Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiator:	Assistant City Manager McConnell
Employee Organizations:	Redlands Association of Department Directors Redlands Association of Management Employees Redlands Association of Mid-Management Employees Redlands Association of Safety Management Employees Redlands Association of Fire Management Employees Redlands Police Officers Association Redlands Professional Firefighters Association Redlands Civilian Safety Employees Teamsters Local 1932 Redlands Chapter

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Gallagher followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Abich Garcia announced the following actions were taken during the closed session:
1.a Council received report and gave direction to legal counsel
1.b. No reportable action
1.c. Council gave direction to legal counsel
2. No reportable action

PUBLIC COMMENT

Public comments were presented either in-person, via Zoom, via cell phone or landline.

Tenancy Vacate Notices - Justin and John Weekley described concerns related to receiving a 60-day notice to terminate tenancy from the owner of their apartment building located on New York Street. They claimed the landlord was preparing to evict the tenants based on the assertion he was performing substantial remodeling/renovation work on the apartments. The Weekleys added there appeared to be no evidence the owner had pulled any permits related to the improvements, and they urged Council to stop evictions and consider a review of possible building code violations.

CONSENT CALENDAR

Minutes

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the minutes of the regular meeting of June 21, 2022.

Vote: 5 - 0 Passed

Airport Advisory Board Member Appointments

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously appointed, by roll call vote, Nathan Freeman to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

Vote: 5 - 0 Passed

Resolution No. 8362 Remote Teleconference Meetings

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8362 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

Vote: 5 - 0 Passed

First Amendment Planning, Environmental, Development Review Services Agreement

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the Professional Services Agreement with Michael Baker International to increase the original agreement from $49,990 to a total aggregate of $149,990 for professional planning, environmental, and development review services.

Vote: 5 - 0 Passed

Ordinance No. 2928 Report Temporary Moratorium

Due to ownership of property within 500 feet of the identified list of new housing sites in the City's 2021-2029 Housing Element, Council Member Davis recused herself from this item.

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, to receive and accept the report prepared pursuant to Government Code Section 65858 related to Ordinance No. 2928 for a temporary moratorium pertaining to non-residential development on fifteen properties listed in the 2021-2029 Housing Element as potential future housing sites.

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

Resolution No. 8354 WaterSMART Grant Program

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8354 authorizing the application to and participation in the WaterSMART: Water and Energy Efficiency Grant program for Fiscal Year 2023; authorized the Mayor, or his designee to execute a financial assistance or similar agreement with the Bureau of Reclamation and any amendments or changes thereto; and determined the Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Vote: 5 - 0 Passed

Resolution No. 8363 Citizens' Option for Public Safety Program Funds

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8363 for the use of the state's Fiscal Year 22/23 and 23/24 Citizens' Option for Public Safety Program Funds for the purpose of ensuring public safety.

Vote: 5 - 0 Passed

Transitional Housing Services Agreement

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the agreement between the City of Redlands and Steps 4 Life Community Services for the provision of transitional housing services in an effort to address issues associated with homelessness.

Vote: 5 - 0 Passed

Orange Blossom Trail Redlands-Themed Murals

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the expenditure of $2,000 in support of the Redlands Sunrise Rotary Club's installation of a mural on the Orange Blossom Trail serves a public benefit because it promotes economic development and tourism within the City by attracting visitors from surrounding communities to participate in the event, provides a recreational activity that can be viewed by all residents, and goodwill within the community; and approved an additional appropriation for the expenditure of $2,000 to be paid to the Redlands Sunrise Rotary Club for the installation of a mural on the Orange Blossom Trail.

Vote: 5 - 0 Passed

Solid Waste Collection Truck Engine Assembly

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a sole source purchase order with Cummins Sales and Service in the amount of $57,159.01 for a complete engine assembly to a solid waste collection truck.

Vote: 5 - 0 Passed

Two Limited-Term Positions

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, two limited-term Administrative Assistant I/II positions with the Facilities and Community Services Department, for a term not-to-exceed two years, to help address the administrative burden created by several new projects.

Vote: 5 - 0 Passed

Automobile Storage License Agreements

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the License Agreements with Fix Auto and Gary's Auto Sales is exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines; and approved the License Agreements with Fix Auto and Gary's Auto Sales for automobile storage located at the City's corporate yard, 1270 W. Park Avenue.

Vote: 5 - 0 Passed

NEW BUSINESS

Ordinance No. 2935 E-Filing Campaign Statements and Form 700s

City Clerk Donaldson explained that Government Code allows a local government agency to mandate online or electronic filing for an elected officer, candidate, committee, or other person who is required to file statements, reports, or other documents under the Political Reform Act. To implement electronic filing, the Clerk’s office recently acquired an online electronic secure filing system, NetFile, that is compatible with the FPPC and the Secretary of State's system for receiving online or electronic filing of forms. Transitioning to electronic filing requires the agency to adopt an ordinance approving the use of electronic filing

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the introduction of Ordinance No. 2935, adding Chapter 2.74 of the Municipal Code relating to electronic filing of Campaign Finance Disclosure Statements and Statements of Economic Interest.

Vote: 5 - 0 Passed

Third Party Liability Claims Administration

Assistant City Manager McConnell reported on the agreement with George Hills Company, Inc. to provide third party liability claims administration to the City through June 30, 2025.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the agreement with George Hills Company, Inc. to provide third party liability claims administration to the City through June 30, 2025 for an amount not-to-exceed $80,000 per fiscal year, with an option to extend for two additional years.

Vote: 5 - 0 Passed

On-Call Building Inspection and Plan Review Agreement

Development Services Director Desatnik summarized an agreement with Willdan Engineering that provides for additional support for in-house staff, for the provision of on-call building inspection, plan review, CASp consulting, emergency response and special projects.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the agreement with Willdan Engineering for the provision of on-call building inspection, plan review, CASp consulting, emergency response and special projects for an amount not-to-exceed $120,000 for a period of one year, with two additional one-year renewal options in the amount not-to-exceed $120,000 annually for an aggregate amount not-to-exceed $360,000.

Vote: 5 - 0 Passed

ARPA Funding City Homeless Outreach Program

Facilities and Community Services Assistant Director Kevari reviewed the request to reallocate the remaining funds from the Premium Pay Program from State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA) to fund a City Homeless Outreach Program. Staff recommended an initial amount of $200,000 to fund the first 12 months of the program, and she added that by contracting with local nonprofits for outreach, services can be provided to a wider array of homeless individuals and families by leveraging resources for more in-person “street” contact to those that may lack access to technology to otherwise seek services. Council Members were pleased these funds would be directed towards outreach efforts related to homelessness.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously directed, by roll call vote, staff to implement the Homeless Outreach Program, authorizing the expenditure of $200,000 of American Rescue Plan Act (ARPA) SLFRF funds; approved the reallocation of remaining funds from the Premium Pay Program in the amount of $200,000 to fund a City Homeless Outreach Program for twelve months under the City’s American Rescue Plan Act SLFRF funding allocation; and authorized staff to competitively procure, award and execute service agreements to nonprofit organizations for the purpose of implementing the Homeless Outreach Program, in compliance with the General Procurement Standards §200.318 of the Federal Grant Regulations.

Vote: 5 - 0 Passed

Highway Safety Improvement Program

Municipal Utilities and Engineering Director Harris presented the Construction Contract with Econolite Systems, Inc. for the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project for an amount not-to-exceed $541,682.54. The Project will utilize grant funding from CalTrans in the amount of $244,400, to install countdown pedestrian signal heads at signalized intersections throughout the City.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, approval of a Construction Contract and construction of the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project plans and specifications; and approved the Construction Contract with Econolite Systems, Inc. for an amount not-to-exceed $541,682.53.

Vote: 5 - 0 Passed

Mailing Services Agreement

Management Services/Finance Director Garcia detailed the proposed contract for mailing services to include, mail pickup, weekly utility billing pickup, folding, inserting, metering and dropping off at the post office, and courier services for a period of one year, with two additional one-year renewal options.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the agreement for mailing services with Inland Presort and Mailing Services for an amount not-to-exceed $115,000 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $345,000.

Vote: 5 - 0 Passed

Resolution No. 8361 Intent to Reimburse Expenditures

Management Services/Finance Director Garcia provided background on Resolution No. 8361 and explained the City purchased property located at 1625 West Redlands Boulevard on December 21, 2021 to be converted into the future home of the Redlands Police Department. Furthermore, Facilities and Community Services and the Fire Department have been examining possible sites to locate two new fire stations and relocate a third station. Debt financing usually benefits from an economy of scale and because tax-exempt financing generally results in lower interest costs, it was determined that inclusion of this project with the renovation of 1625 West Redlands Boulevard would provide a more favorable interest rate for the City.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8361 declaring the City's official intent to reimburse expenditures from the proceeds of obligations to be Issued by the City, a related party or other affiliate, and approving certain related actions.

Vote: 5 - 0 Passed

Ballot Measure - Business License Rates for Distribution Centers

City Manager Duggan reviewed Ordinance No. 2936 to amend Chapter 5.08.482 of the Redlands Municipal Code, relating to business license rates for distribution centers. The ordinance, to be submitted to the voters in November 2022, proposed to increase the tax rate on distribution center businesses in the City from its current amount of $0.047 per square foot to ten and one-half cents ($0.105) per square foot and would remove the annual adjustment by CPI. If approved by the voters, the proposed change will better align the business license rate with the impact of such businesses, much of which comes from the physical size of their operations. Distribution centers have a significant impact on the City's road infrastructure but add relatively few net jobs to the local economy while consuming vast swathes of land and generating additional air pollution from added truck traffic. Mayor Pro Tem Tejeda expressed his support to increase the license rates to establish a funding source to address unintended consequences of large warehouses.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8364 placing a General Tax Measure to increase the business license tax for distribution centers in the City of Redlands for voter approval at the General Municipal Election to be held November 8, 2022.

Vote: 5 - 0 Passed

Resolution No. 8365 Filing of Written Arguments

Management Services/Finance Director Garcia introduced Resolution No. 8319, identifying certain priorities for filing written arguments regarding the City's ordinance initiative. In accordance with California Elections Code, the legislative body, or a member or members of the legislative body may file a written argument, with Council authorization. The last day to file primary arguments with the City Clerk has been established as July 25, 2022, and the last day to file rebuttal arguments has been established as July 29, 2022. Mayor Pro Tem Tejeda agreed to submit a written argument in support of the City Measure related to business license tax rates for distribution centers.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8365, setting priorities for filing of written arguments regarding a City measure to be submitted at the November 8, 2022, General Municipal Election; and authorized Mayor Pro Tem Tejeda to submit a written argument in favor of the measure related to business license tax rates for distribution centers.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich and Council Member Gallagher participated in the 4th of July Celebration event and praised the efforts of all those who made the day a great success.

Mayor Pro Tem Tejeda reminded everyone that in-kind services, such as those provided by the Police and Fire departments are an invaluable part of keeping the community safe and secure during popular local events such as the 4th of July celebration and are critical pieces put in place to protect the public.

ADJOURNMENT

There being no further action required the meeting adjourned at 6:40 P.M. The next regular meeting of the City of Redlands City Council will be held on July 19, 2022.

SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

Chairman Barich called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of June 7, 2022 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 6:41 P.M. the next regular meeting of the Agency will be held on September 6, 2022.

City Council Meeting **I. 2.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing The Village SBC (Second Baptist Church) for 130 years of service to the community (Mayor Barich)

MOTION:

I move to authorize the issuance of a proclamation recognizing The Village SBC (Second Baptist Church) for 130 years of service to the community.

Attachments

130th Year Anniversary Proclamation

PROCLAMATION

130th Church Anniversary

WHEREAS, The Village SBC (Historically Second Baptist Church) is celebrating 130 years of existence in the City of Redlands, the first and oldest African American congregation in Redlands and the Inland Empire; founded in 1889, by Pastor Sebron Lee and a small group of Believers on Orange Street. The Church was incorporated in 1892, located later to State Street and finally to 420 E. Stuart Avenue in Redlands becoming a Mother Church to many today; and

WHEREAS, in 1924, the First Baptist Church of Redlands through philanthropist Mr. Arthur Gregory donated nails, lumber, beams and doors to build the young church on Stuart Avenue and both First and Second Baptist churches have maintained fellowship for 130 years; The Village SBC, is celebrating 130 years of "History, City Presence and a House of Prayer' for this city, state and nation; and

WHEREAS, Pastor Anthony Green has been the longest serving pastor in the church's history, since 1983, preaching and introducing creative out-of-the-box ministry through drama, outreach and "beach church"; raising up four generations of families and serving as Redlands Police chaplain, founder of Midnight Hoops in 1999, partnering with Redlands PD mentoring at-risk youth and advocating for officers of color in the Police Department; both Pastor Anthony Green and Bishop Jackie Green served on the founding Board of the Human Relations Commission, Unity in the Community and Juneteenth Celebrations; and

WHEREAS, Bishop Jackie Green has served as Church Historian since 1983 publishing six historical journals; the first woman licensed, ordained and consecrated to the Office of Bishopric, author and publisher of Christian curriculum; founding MLK Youth History Camps and visionary for the upcoming Redlands Racial Harmony Youth Center (K-12) and Village Soul Food Café:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Redlands does hereby recognize and congratulate The Village SBC on its 130 extraordinary years of service.

IN WITNESS THEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 19th day of July 2022.

_____

Paul T. Barich, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointment to the Municipal Utilities/Public Works Commission (Mayor Barich and Council Member Guzman-Lowery)

MOTION:

I move to appoint Robert Meals to serve the remainder of a four-year term on the Municipal Utilities/Public Works Commission ending November 16, 2025.

RECOMMENDATION:

Pursuant to the Redlands Municipal Code, appointments to this board are made by the Mayor and approved by the City Council. However, Mayor Barich has expressed his desire to rotate recommendations for commission/board appointments among the City Council members. Council Member Guzman-Lowery has been delegated authority by Mayor Barich to make the recommendation for this appointment. It is recommended by Mayor Barich and Council Member Davis that Robert Meals serve the remainder of a four-year term on the Municipal Utilities/Public Works Commission ending November 16, 2025.

DISCUSSION:

Municipal Utilities/Public Works commissioner R.Brad Thoms resigned from the board before the expiration of his term. A public notice requesting interested residents to submit an application to the Municipal Utilities/Public Works Commission was issued in May. The public notice was aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. One new application was received and three applications from a previous posting were included for consideration. After reviewing all applications, Robert Meals is recommended to serve the remainder of the four-year term ending on November 16, 2025.

The Municipal Utilities/Public Works Commission consists of seven members as follows:

- Thomas F. Breitkreuz
- David Garcia
- Adekunle Ojo
- Steve Stockton
- Zachary D. Travis
- Chandrasekar Venkatraman
- Vacant

ALTERNATIVES:

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
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Attachments

Public Notice

Applications

City of
REDLANDS

Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.cityofredlands.org

PUBLIC NOTICE

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

> **MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION** - The Municipal Utilities/Public Works Commission serves in an advisory capacity to the City Council and advises and assists the Municipal Utilities and Engineering Director, City Manager and other city departments by providing citizen review and input concerning all aspects of the management and operation of public works projects and facilities, thereby providing a direct channel for utilization of the citizen expertise available in the community.

This Commission meets on the first Monday of even-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 Manager's Office, Civic Center, 35 Cajon Street, Suite 200, Phone: 798-7510, or by downloading an application from the City's website at www.cityofredlands.org.

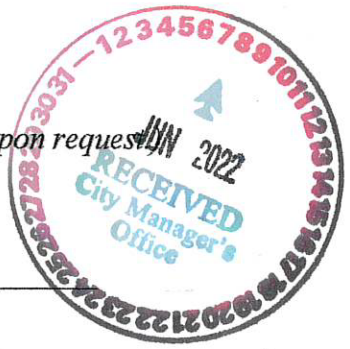
Deadline for filing applications is June 14, 2022.

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

05/31/2022

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

PUBLIC WORKS/UTILITIES COMMISSION

Name WILLIAM O. BAYNE

Address [redacted]

Telephone (Work) NONE (Cell / ~~Home~~) [redacted]

Email [redacted]

Occupation CIVIL ENGINEER

Reasons for desiring to serve – relevant experience and qualifications:

I AM A LICENSED CIVIL ENGINEER WITH A BROAD BACK-GROUND OF EXPERIENCE AS A CITY ENGINEER AND WORKING WITH FEDERAL, STATE AND COUNTY AGENCIES. TASKS HAVE INCLUDED INFRASTRUCTURE BUDGETS, PLANNING, DESIGN, CONSTRUCTION AND PROJECT FUNDING.

Signature William O. Bayne **Date** 6/8/22

** 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) MARIA FRASER
[redacted]
[redacted]
Telephone [redacted]

(2) RICHARD HERNANDEZ
[redacted]
[redacted]
Telephone [redacted]

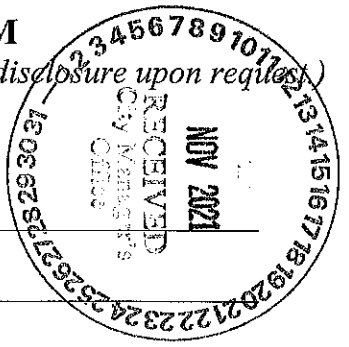
Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

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

Municpal Utilities/Public Works

Name Lisa DeLorme

Address [redacted]

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

Email [redacted]

Occupation Attorney

Reasons for desiring to serve – relevant experience and qualifications:

I have long been concerned with utilities and infastructure, having retired from for Southern California Edison Company after 22 years as an in-house attorney there. I would like to be involved in assuring that residents of Redlands enjoy the benefits of modern, efficient infastructure and utilities. I have been described by friends as an "infastructure geek."

Signature /s Lisa DeLorme **Date** Nov. 15, 2021

**** 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) Lindy Resnick
Clergy, Congregation Emanu El
[redacted]
Telephone [redacted]

(2) Andrew Christopherson
Grove School Principal
[redacted]
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

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

Public Works Commission

Name Richard Corneille,P.E.

Address [redacted]

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

Email [redacted]

Occupation Retired civil engineer

Reasons for desiring to serve – relevant experience and qualifications:

Former Redlands MUD Director 1986-1989

Consulting engineer on So. Ca. water & wastewater projects

Board Member of San Bernardino Valley WCD

Member of Utilities Advisory Commission-Vice Chair

Resident of Redlands for 44 years

Signature Richard Corneille **Date** 11/2/21

** 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 Waldron
[redacted]
Redlands
Telephone [redacted]

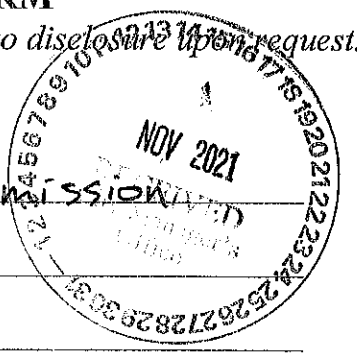
(2) Neal Waner
[redacted]
Redlands
Telephone [redacted]

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.

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

Municipal Utilities / Public Works Commission

Name Robert Meals

Address [redacted]

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

Email [redacted]

Occupation Retired Civil Engineer

Reasons for desiring to serve – relevant experience and qualifications:

Since retiring, I want to volunteer for my community. I worked as a civil engineer for Riverside County Flood Control for over 31 years. I have (1) worked on master drainage plans, (2) set conditions and plan checked single lot developments in FEMA floodplains, (3) worked construction management for District construction jobs & (4) Please request addition work done, if needed.

Signature Robert Meals **Date** 11/15/2021

** 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) Imad Guirguis - RCFC

[redacted]

[redacted]

Telephone [redacted]

(2) Henry Olivo

[redacted]

[redacted]

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

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

Municipal Utilities/Public Works Commission

Name Tim Healy

Address [redacted]

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

Email [redacted]

Occupation Operations Manager

Reasons for desiring to serve – relevant experience and qualifications:

I have been a Redlands resident for the last 24 years. My experience for the last 16 years has been in municipal and small water systems. Currently I am the operation manager for a small non-profit water/service company. The services provided are for water, trash-up, road repair, and snow plowing.

Signature Tim Healy Digitally signed by Tim Healy Date: 2021.10.27 11:18:25 -07'00' **Date** 10/27/2021

** 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) Tim Collie
Operations Manager
EVMWD
Telephone [redacted]

(2) Rubin Murrillo
WD Superintendent
EVMWD
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.

City Council Meeting **I. 4.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8369 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days (Council Member Davis)

MOTION:

I move to approve Resolution No. 8369.

DISCUSSION:

On July 5, the City Council adopted Resolution No. 8362 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days ending August 4, 2022. AB 361, signed into law on September 16, 2021, amends Government Code Section 54953 to provide the authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown Act.

In accordance with Government Code Section 54953 (e)(3), the City Council must review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency. With the adoption of Resolution No. 8369, the City Council is reaffirming its findings and compliance with AB 361 for an additional 30 days ending August 17, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8369 Teleconference Meeting

RESOLUTION NO. 8369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 (2021) FOR A PERIOD OF THIRTY DAYS

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including within the City of Redlands ("City"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a proclamation declaring a national emergency concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a proclamation of a state of emergency on March 4, 2020; and

WHEREAS, the City Council of the City adopted a proclamation of a local emergency related to the COVID-19 virus on March 17, 2020; and

WHEREAS, the City is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and City boards, commissions, and committees (hereafter collectively referred to as "legislative bodies;") and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act ("Brown Act") (Government Code section 54950 *et seq*.), so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Code section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e), allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition of Government Code section 54953(b)(3) is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's proclamation of a state of emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code section 54953(e)(3)(A-B), added by AB 361, provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when the City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's boards, commissions, and committees to meet safely in person; and

2. The State of California and the County of San Bernardino continue to recommend measures to promote social distancing; and

WHEREAS, Government Code Section 54953(e) further requires that state or local officials have imposed, or recommended, measures to promote social distancing, or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) state and local officials do recommend social distancing measures, and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths, such that meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by City Council members as well as board, commission, and committee members and the public, via Zoom, or other appropriate technology, in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953 (e)(3) further requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and City's proclamations of emergency are on-going.

Section 3. The City Council further finds that State and county officials recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, and the City, and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the City Council and the members of the City's boards, commissions, and committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The City Council hereby authorizes the City Council, and all of the boards, commissions, and committees of the City, to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e).

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act, for all City Council meetings, and all boards, commissions, and committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) August 17, 2022, or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e).

ADOPTED, SIGNED AND APPROVED this 19th day of July 2022.

ATTEST: Paul T. Barich, Mayor

Jeanne Donaldson, City Clerk

City Council Meeting **I. 5.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2935 - Second Reading-Adding Chapter 2.74 of the Municipal Code relating to electronic filing of Campaign Finance Disclosure Statements and Statements of Economic Interest (City Clerk Donaldson)

MOTION(S):

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

I move to adopt Ordinance No. 2935.

RECOMMENDATION:

It is recommended the City Council consider adoption of Ordinance No. 2935, adding Chapter 2.74 of the Municipal Code relating to electronic filing of Campaign Finance Disclosure Statements and Statements of Economic Interest.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The City Council may continue this matter in order to allow additional time to review Ordinance No. 2935.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $275

Attachments

Ordinance No. 2935 E-Filing Campaign Disclosure Statements

ORDINANCE NO. 2935

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 2.74 TO THE REDLANDS MUNICIPAL CODE REGARDING ELCTRONIC FILING OF FAIR POLITICAL PRACTICES COMMISSION CAMPAIGN FINANCE DISCLOSURE STATEMENTS AND STATEMENT OF ECONOMIC INTEREST

WHEREAS, California Government Code Section 84615 provides that a legislative body of local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act, except those whose contributions and expenditures each total less than two thousand dollars ($2,000) in a calendar year, to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City Clerk has identified and acquired NetFile, a software web-based system (System) that complies with the requirements of Government Code Section 84615; and

WHEREAS, the System has been certified by the Secretary of State; and

WHEREAS, the City Council expressly finds and determines that the System contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers pursuant to Government Code Section 84615; and

WHEREAS, the City Clerk and NetFile will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 2.74 is hereby added to Title 2 of the Redlands Municipal Code to read as follows:

"CHAPTER 2.74
ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

2.74.010: Purpose and Authority
2.74.020: Findings
2.74.030: General Application
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2.74.010 PURPOSE AND AUTHORITY

That the purpose of this Ordinance is to require the filing of Campaign Disclosure Statements and Statements of Economic Interest by elected officials, candidates, staff, consultants or committees electronically. The City Council enacts this ordinance in accordance with the authority granted to cities by State law.

2.74.020 FINDINGS

A. California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk.

B. In any instance in which the original statement is required to be filed with the Secretary of State and a copy of that statement is required to be filed with the local government agency, the ordinance may permit that the copy be filed online or electronically.

C. The City Council expressly finds and determines that the City's web-based System contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers; and

D. The City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

2.74.030 GENERAL APPLICATION

A. Any elected officer, candidate, or committee required to file statements, reports or other documents ("Statements") as required by Chapter 4 of the Political Reform Act (California Government Code Section 84100 et seq.) shall file such Statements using the City's online system according to procedures established by the City Clerk. These procedures shall ensure that the online system complies with the requirements set forth in Section 84615 of the Government Code.

B. The online filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

C. The online filing system shall only accept a filing in the standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

2.74.040 PROCEDURES FOR UTILIZING ONLINE FILING

A. Commencing with the effective date of this ordinance, elected officers, candidates, or committees required to file statements must file such statements electronically, unless exempt from the requirement to file online pursuant to Government Code Section 84615(a) because the officer, candidate, or committee receives less than $2,000 in contributions and makes less than $2,000 in expenditures in a calendar year. All other individuals required to

file Statements of Economic Interest according to the City's adopted Conflict of Interest Code shall file electronically.

B. The electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.

C. Any elected officer, candidate, or committee who has electronically filed a statement using the City's online system is not required to file a copy of that document in paper format with the City Clerk.

D. The City Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received; the notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a Statement filed online shall be the day that it is received by the City Clerk.

E. If the City's system is not capable of accepting a Statement due to technical difficulties, an elected officer, candidate, or committee shall file that Statement in paper format with the City Clerk.

F. The online filing system shall enable electronic filers to complete and submit filings free of charge.

G. The City Clerk is authorized to adopt such additional administrative policies and procedures as deemed necessary to implement, and not otherwise in conflict with, this Chapter.

2.74.050 AVAILABILITY OF STATEMENTS FOR PUBLIC REVIEW.

A. The City's system shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The City Clerk's office shall make a complete, unredacted copy of the statement available to the Fair Political Practices Commission for 87200 filers.

B. The City Clerk's office shall maintain, for a period as described in the City's adopted records retention schedule, a secured, official version of each online or electronic statement which shall serve as the official version of that record for purpose of audits and any other legal purpose."

2.74.060 RECORDS RETENTION.

A. The City Clerk's office shall maintain records according to the City's records retention schedule and applicable State law commencing from the date filed, a secured, official version of each online or electronic statement, report, form, or other document, which shall serve as the official version of that record."

Section 2. The City Council finds and determines that the adoption of this Ordinance is exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end the provisions of this Ordinance are declared to be severable.

Section 4. 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 the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Paul T Barich, 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 by the City Council at a regular meeting thereof held on the ____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019) (Fire Chief Sessler)

DISCUSSION:

On March 17, 2020, the City Council adopted Resolution No. 8065 proclaiming the existence of a "local emergency" in accordance with Chapter 2.52 of the Redlands Municipal Code and determined that there was substantial evidence to proclaim a local emergency due to COVID-19 Pandemic. This proclamation was done after the declaration of a public emergency by the United States Department of Public Health and Human Services, the State of California, and the County of San Bernardino County Health Officer and the Board of Supervisors.

Since the declaration of the local emergency, the City's Emergency Operations Center was activated and remains at a Level III activation. Additionally, several measures were put in place to adhere to California Department of Public Health and to keep employees and residents safe. As of this time, all City facilities and services are being provided to the public while adhering to state guidelines.

Updates for San Bernardino County

San Bernardino County, along with the rest of the state, fully reopened its economy on June 15, 2021, eliminating various restrictions and discontinuing the color-coded county tier system. Community COVID-19 profile for San Bernardino County remains low according to the CDC website. In addition:

- Restaurants, bars, retail stores, theaters, hotels and entertainment centers have returned to usual operations with no capacity limitations and no requirements for social distancing.
- Fully vaccinated individuals can resume activities without wearing a mask or physically distancing, except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and

workplace guidance.

Emergency Operations Planning and Response

The Emergency Operations Center (EOC) remains activated at a Level III since it was originally activated on March 16, 2020. A team of Responders was put together consisting of several City Department staff including Fire, Police, Information Technology, Human Resources Risk & Safety Division, Finance, and the City Manager's Office. The objective of the EOC Team, and the City as a whole, is to provide and maintain the safety for all City employees and the community, to keep essential services open and available to the community, provide a consistent message, and reduce the risk of the exposure and spread of COVID-19. Responders met regularly for status briefings and to ensure proper preparation, planning, prevention, and response to the COVID-19 pandemic.

With a focus on preparation, planning, prevention, and response, the EOC Team included specific roles for a PIO (primary and alternate), for the dissemination of consistent and critical information, a Safety Officer, and a Community Liaison. Additional categories were also added for Operations, Logistics, and Finance & Recovery. The focus of Finance & Recovery is to track personnel and non-personnel expenditures related to COVID-19 in order to seek reimbursement from the state.

The Latest COVID-19 Statistics:

As of Wednesday, July 7, 2022, COVID-19 numbers in the city of Redlands are as follows:

Total Cases: 43,316
Community Cases: 42,704
Deaths: 330
Total Tests: 617,523

Vaccinations and Testing

Vaccinations and boosters are in good supply and readily available to any resident aged 12 and over, and there are vaccination sites located throughout the County. For more information on COVID-19 vaccinations please visit sbcovid19.com/vaccine/.

Testing appointments can be made through the San Bernardino County COVID-19 Response website as follows: https://sbcovid19.com/testing-sites/.

In addition, self-tests for COVID-19 are recommended by the CDC as they give rapid results and can be taken anywhere, regardless of vaccination status or whether or not symptoms are present. Self tests detect current infection, and

give results in a few minutes. Self-tests along with vaccinations, wearing a well-fitted mask, and physical distancing, help protect all by reducing the chances of spreading COVID-19, however, they do not detect antibodies which would suggest a previous infection, and they do not measure your level of immunity. Self-tests can be obtained through local health departments, and online or in pharmacies and retails stores.

SUBMITTED BY:
Rich Sessler, Fire Chief

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

Fiscal Impact

Discussion:

The fiscal impact to the City due to COVID-19 as of July 7, 2022 is as follows:
Personnel: $4,906,689.99 (Fully Burdened)
Non-Personnel: $527,374.80 (Equipment and Supplies)

Total: $5,434,064.79

City Council Meeting **I. 7.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8366 establishing an Appropriations Limit for Fiscal Year 2022-2023 (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 Resolution No. 8366.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 8366 establishing a $151,979,697 appropriations limit for Fiscal Year 2022-2023 pursuant to Article XIII B of the California Constitution.

DISCUSSION:

In November 1979, California voters approved Proposition 4, which places limits on the amount of revenue to be spent by all entities of government. Each year, generally upon submittal of the adopted budget, the City Council must adopt an appropriations limit, commonly referred to as a “Gann Limit” or “Prop. 4 Limit”. The passage of Proposition 111 in June 1990 included some clean-up legislation for Proposition 4 limits, making the appropriations limit more responsive to local growth issues and called for specific factors to be included in annual recalculations of the 1990-91 limit.

Each year the City of Redlands has consistently maintained an exceedingly wide and comfortable margin between its appropriations limit and its proceeds of taxes subject to the limit. This is attributed to annual increases in the limit, based upon California Per Capita Income, and the greater of the County’s or

City’s population growth, both of which are combined for a growth factor that is in significant excess of the increases in proceeds of taxes received each year.

ALTERNATIVES:

None. This is a State constitutional requirement.

STRATEGIC PLAN:

Not applicable.

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

Fiscal Impact

Fiscal Year: 2022-23

Discussion:

None. Approval of the resolution, however, establishes a legal limit on the amount of tax proceeds that can be appropriated in Fiscal Year 2022-23. The difference between the City's Appropriations limit of $152 million and the budgeted proceeds of taxes for FY 2022-23, which are roughly $90.03 million, is approximately $62 million. The City is thus $62 million dollars below its Appropriations, or "GANN", limit.

Attachments

Resolution No. 8366 Appropriations Limit (GANN 2022-23)
Schedule of Appropriations Subject to Limit FY 2022-23 (GANN)
Appropriation Limit Calculation FY 2022-23 (GANN)

RESOLUTION NO. 8366

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2022-2023 PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION

WHEREAS, Article XIIIB of the California Constitution provides that the total appropriations subject to limitation of each governmental entity, including this city, shall not exceed the appropriation limit of such entity of government for the prior year adjusted for changes in the cost of living or personal income and population, except as otherwise provided for in said Article XIIIB and implementing State statutes; and

WHEREAS, pursuant to said Article XIIIB of the California Constitution and Section 7900 et seq. of the California Government Code, the City is required to set an appropriation limit for each fiscal year; and

WHEREAS, the Management Services/Finance Director of the City of Redlands has interpreted the technical provisions of said Article XIIIB computations and has caused a technical review to be made of the documentation for the City's said appropriation limitation, utilizing the population growth factor for the County which is higher than that of the City, and has caused the numbers upon which the City's appropriation limit was and is based to be calculated; and

WHEREAS, the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the California per capita personal income growth; and

WHEREAS, based on such calculation, the Management Services/Finance Director has determined the said appropriation limit and, pursuant to Section 7910 of the California Government Code, has made available to the public the documentation used in the determination of said appropriation limit 15 days in advance of consideration of the adoption of this resolution;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Redlands, California, that said appropriation limit for the Fiscal Year 2022-23 shall be and is hereby set in the amount of $151,979,697.

ADOPTED, SIGNED AND APPROVED this 19th day of July, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

City of Redlands
APPROPRIATIONS SUBJECT TO THE GANN (PROP 4) LIMIT
FOR FISCAL YEAR 2022-2023

Revenue Source	Proceeds from Taxes	Non-Proceeds from Taxes	Total
General Fund:			
Property Tax	$ 36,426,030		$ 36,426,030
Sales Tax	44,652,111		44,652,111
Public Safety Sales Tax	1,447,680		1,447,680
Transient Occupancy Tax	1,530,000		1,530,000
Mining Tax	362,000		362,000
Franchise Fees		$ 2,595,483	2,595,483
Business Licenses	4,892,000		4,892,000
Property Transfer Tax	547,200		547,200
Other Licenses		55,500	55,500
Building Permit Fees		3,275,466	3,275,466
City Ordinance Violation		6,000	6,000
Motor Vehicle Fees		64,000	64,000
State and Federal		40,000	40,000
City Attorney Fees		90,000	90,000
Engineering Services		1,037,000	1,037,000
Facilities & Community Svcs.		3,001,626	3,001,626
Fire Services		779,000	779,000
Recreation & Senior Scvs.		584,572	584,572
Library Services		26,550	26,550
Police		522,982	522,982
Animal Control		212,595	212,595
Interfund Charges		4,167,736	4,167,736
Donations/Contributions		45,000	45,000
Other Revenue		390,000	390,000
Sub-Total	$ 89,857,021	$ 16,893,510	$ 106,750,531
Percent of Total	84.17%	15.83%	100.00%
Allocation of Investment Income	168,350	31,650	200,000
Sub-Total	$ 90,025,371	$ 16,925,160	$ 106,950,531
Total Appropriations Subject to Limit	$ 90,025,371		

City of Redlands
Annual Appropriations (Gann) Limit Calculation

Fiscal Year	*Per Capita Personal Income*	*Greater of County/City Population Growth*	*CPI Converted to Ratio*	*Population Change Ratio*	*Growth Factor*	*Prior Year Limit*	*New Year Limit*
1999-00	4.53%	0.63%	1.0453	1.0063	1.0519	48,823,906	51,357,867
2000-01	4.91%	1.04%	1.0491	1.0104	1.0600	51,357,867	54,439,885
2001-02	7.82%	1.89%	1.0782	1.0189	1.0986	54,439,885	59,806,459
2002-03	-1.27%	2.38%	0.9873	1.0238	1.0108	59,806,459	60,452,234
2003-04	2.31%	2.59%	1.0231	1.0259	1.0496	60,452,234	63,450,561
2004-05	3.28%	2.51%	1.0328	1.0251	1.0587	63,450,561	67,176,586
2005-06	5.26%	2.49%	1.0526	1.0249	1.0788	67,176,586	72,470,755
2006-07	3.96%	2.10%	1.0396	1.0210	1.0614	72,470,755	76,922,750
2007-08	4.42%	1.86%	1.0442	1.0186	1.0636	76,922,750	81,816,738
2008-09	4.29%	1.45%	1.0429	1.0145	1.0580	81,816,738	86,563,913
2009-10	0.62%	0.79%	1.0062	1.0079	1.0141	86,563,913	87,788,704
2010-11	-2.54%	0.85%	0.9746	1.0085	0.9829	87,788,704	86,286,122
2011-12	2.51%	1.05%	1.0251	1.0105	1.0359	86,286,122	89,380,648
2012-13	3.77%	0.86%	1.0377	1.0086	1.0466	89,380,648	93,547,951
2013-14	5.12%	0.85%	1.0512	1.0085	1.0601	93,547,951	99,173,476
2014-15	-0.23%	0.78%	0.9977	1.0078	1.0055	99,173,476	99,717,151
2015-16	3.82%	1.09%	1.0382	1.0109	1.0495	99,717,151	104,654,783
2016-17	5.37%	0.93%	1.0537	1.0093	1.0635	104,654,783	111,300,300
2017-18	3.69%	1.16%	1.0369	1.0116	1.0489	111,300,300	116,746,006
2018-19	3.67%	0.95%	1.0367	1.0095	1.0465	116,746,006	122,180,375
2019-20	3.85%	0.90%	1.0385	1.0090	1.0478	122,180,375	128,026,278
2020-21	3.73%	0.51%	1.0373	1.0051	1.0426	128,026,278	133,478,947
2021-22	5.73%	-0.01%	1.0573	0.9999	1.0572	133,478,947	141,113,178
2022-23	**7.55%**	**0.14%**	**1.0755**	**1.0014**	**1.0770**	**141,113,178**	**151,979,697**

City Council Meeting **I. 8.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the three-year service renewal with Neogov, the City's Insight, Learn and Perform Software, in the amount of $158,634 (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the three-year service renewal with Neogov to provide recruitment, training, and performance review software services to City employees in the amount of $158,634.

RECOMMENDATION:

Staff recommends that City Council approve the three-year service renewal with Neogov for recruitment, training, and performance evaluation software services in the amount of $158,634.

DISCUSSION:

Neogov has provided the City's Recruitment Platform (Insight) since 2009 and the City's Learning Management System (Learn) and Performance Management system (Perform) since 2019. Insight provides the City with an online platform to post open positions, accept and review applications, and conduct interviews. Learn provides the City with various online training options for City employees as well as a platform to manage all training completed by city employees. Perform is the online performance management system for City employees which provides an electronic means to complete employee evaluations. Together, Learn and Perform maximize the benefits of performance for employees by identifying skill gaps and building curriculum to address areas of

improvement.

This fee renewal is for all three Neogov platforms for the period of January 2022 through June 2025.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

Priority C: Equity and Inclusion, 2. Workforce: Recruit, hire and train a diverse and inclusive workforce that represents the community.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Tommi Ng, Assistant Human Resources/Risk Management Director
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Liz Marin, HR Manager

Fiscal Impact

Fiscal Year:	2022/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes

Discussion:

The cost of this renewals has been included in the approved budget for fiscal years 22/23 and 23/24.

Attachments

Learn Signed Agreement
Perform Signed Agreement

NEOGOV ONLINE SERVICES AGREEMENT

This online services agreement and Order Form (collectively the "Agreement") is made and entered into as of date the last of the Customer or NEOGOV has executed this Agreement ("the "Effective_Date"), by and between GovernmentJobs.com, Inc., a California corporation doing business as NEOGOV ("NEOGOV"), with offices at 300 Continental Blvd., Suite 565, El Segundo, California 90245, and City of Redlands, CA a municipal corporation acting by and through its duly appointed representative ("Customer").

1. **Provision of Online Services**.

A. Services. Subject to the terms and conditions set forth herein, Customer hereby engages NEOGOV, and NEOGOV hereby agrees, to provide Customer with, and/or access to, the services (the "Services") described in this Agreement and in the order form attached hereto as Exhibit "A" (the "Order_Form"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

B. Change Orders. Either party may initiate a change to any part of the Order Form by delivering a written change order request to the other party. The receiving party shall notify the party making such request, in writing within ten (10) business days of such receiving party's receipt of such change order request, of such receiving party's acceptance or rejection of the proposed changes. If the receiving party fails to respond within such ten (10) business day period, such receiving party shall be deemed to have rejected such proposed changes. If the receiving party approves such change order, the parties shall agree on the estimate of time to complete the changes, associated costs, an impact analysis indicating ramifications or impacts to the overall project, a modification of any affected Fees, Services or deliverables, and any other relevant details related to such change order.

2. **Customer Responsibilities**. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

A. Compliance with Laws. Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all applicable rules, regulations, laws, code and ordinances.

B. Customer Data and Website. While NEOGOV is responsible for data integrity within the NEOGOV Servers, Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its authorized end users in connection with this Agreement or use of the Services, (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's website, and (iii) making and keeping additional copies of all Customer Data. Except set forth in Section 9, NEOGOV shall have no obligation to provide or make available to Customer, and Customer shall have no right to receive, a copy of the Customer Data or any associated data files in any format.

C. Acceptable Use. Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this Section 2(c), including by way of users of Customer's system, NEOGOV may suspend Customer's access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

D. Unauthorized Access. Customer will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services. Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

E. Customer Equipment. Other than the Services provided by NEOGOV, Customer is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access the Services. Customer shall be responsible for procuring all licenses of third party software necessary for Customer's use of the Services.

3. **Maintenance and Support Services**.

A. Maintenance. NEOGOV maintains NEOGOV's hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. Customer is not responsible for NEOGOV system maintenance.

B. Modification. NEOGOV may periodically modify the features, components and functionality of the Services. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification of the Services provided by NEOGOV.

C. Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. Both phone and online case receipts are confirmed immediately. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement

request). High priority issues such as "system down" will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with Customer to identify priority and a resolution timeline.

D. Updates and Upgrades. During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to Customer at no additional expense to Customer. Upgrades are automatic and available upon Customer's next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to Customer, major product enhancements and/or new features that NEOGOV markets separately to other customers for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to Customer on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to in Customer's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party customers of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available and does not market separately to other customers on a custom, exclusive basis for a separate fee.

E. Training. NEOGOV will provide Customer with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Order Form.

F. Limitations. This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

4. Ownership and Protection.

A. Customer Data. The Parties agree that as between NEOGOV and Customer, data or information received or uploaded by Customer, and retained by Customer on NEOGOV Servers, is the sole property of Customer, subject only to the rights of data subjects and the law (the "Customer Data"). NEOGOV shall acquire no rights in any Customer Data and process Customer Data only to provide the Services or as otherwise instructed by Customer, or as may be required or permitted by applicable law.

B. NEOGOV Intellectual Property. As between NEOGOV and Customer, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV's products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the "NEOGOV Intellectual Property").

C. Grant to Use Certain Data. Customer agrees that NEOGOV may collect, disclose, and use

quantitative and non-personal data derived from the use of NEOGOV Services for analysis, to provide Services to Customer, develop improvements to Services, benchmarking, analytics, marketing, job-seeker services, and internal business purposes for job-seeker and Customer benefit.

D. Reservation of Rights. This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. Except as expressly set forth in Section 4(e), this Agreement does not grant Customer any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

E. NEOGOV License Grant. NEOGOV's approved logos and trademarks (the "Approved Marks"), including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages. NEOGOV hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this Section 4(e). All uses of the Approved Marks shall conform to NEOGOV's standard guidelines and requirements for use of the Approved Marks.

F. Privacy. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data. Customer shall comply with all applicable laws and regulations relating to (i) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, Customer will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.

5. Representations, Warranties and Disclaimers.

A. Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

B. Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

C. No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT

AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

D. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

E. Compliance with Policies. During this Agreement, Parties shall observe and comply with NEOGOV policies, including but not limited to Service Level Warranties, Malicious Traffic, Privacy, Incident Response, Retention, and Cookie Policies (the "Policies"), as from time to time may be amended and of which applicable provisions are incorporated herein by reference. Copies of Policies will be provided upon request. Customer shall be notified in the event material change to such Policies.

6. Publicity. Following the mutual execution and delivery of this Agreement, each party hereto may advertise, disclose and publish its relationship with the other party under this Agreement. NEOGOV may display Customer's name and logo in connection with such advertisement, disclosure and publishing.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party (y) except as permitted or authorized herein or (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information

shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. Liability Limitations.

A. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

B. **WITHOUT LIMITATION OF SECTION 8(A), EXCEPT FOR DAMAGES ARISING OUT OF NEOGOV'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS AGAINST NEOGOV UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO NEOGOV UNDER THIS AGREEMENT DURING THE INITIAL TERM. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

C. Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

9. Term and Termination.

A. Term. This Agreement shall commence on the Effective Date and remain in effect for the initial term set forth on the Order Form, unless terminated earlier in accordance with this Agreement (the "Initial_Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal_Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. In the case of professional services, if no end date is specified in the SOW, then the SOW shall expire upon completion of professional services or early termination as permitted by this Agreement.

B. Termination. NEOGOV may suspend the Services or terminate this Agreement immediately in the event of any of the following: (A) Customer fails to pay any amount then due under this Agreement and such failure is not cured within five (5) days following NEOGOV's written notice thereof, (B) Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV's written notice thereof; or (C) the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy. Customer may terminate this Agreement immediately if NEOGOV is in material breach of this Agreement and such breach is not cured within thirty (30) days following Customer's written notice thereof.

C. Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. In the event that Customer elects to receive Insight data files from the NEOGOV system, NEOGOV shall provide Customer with a dedicated flat data file in .CSV format or provide a proprietary and confidential delete of data. Such data files will be comprised of Customer's standard data contained in NEOGOV's Insight Enterprise (IN) system. NEOGOV retains the right to purge such data files from NEOGOV's systems without consent from, or notice to, the Customer after ninety (90) days after the date of expiration or termination of this Agreement.

D. Survival. Sections 2, 4(a) through 4(d), 4(f), 5, 6, 7, 8, 9(c), 9(d), 12 and 13 shall survive the termination or expiration of this Agreement.

10. Payments Terms. Except as expressly set forth in the applicable Order From or SOW, Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "***Fees***") within the applicable time periods as follows:

A. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form;

B. Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
C. Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
D. any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor;
E. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least sixty (60) days prior to the commencement of such Renewal Term.

A. Upon execution by Customer and NEOGOV, each Order From and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for NEOGOV subscriptions is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies NEOGOV of the dispute prior to the date such payment is due, specifying in such written notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by NEOGOV and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with NEOGOV to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution.

B. Undisputed Fees. In the event any undisputed amount due is not paid when due, the recipient shall pay to the other party late payment interest on all undisputed amounts past due from such due date therefore until paid in full at a rate equal to the lesser of: (i) one percent (1%) per month; or (ii) the maximum interest rate permitted by applicable law.

C. Customer Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and NEOGOV hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of this Agreement as offered by NEOGOV. Customer agrees that a failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its obligations to provide payment to NEOGOV pursuant to this Section 10.

D. Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity of which procured NEOGOV services using this Agreement. In the event this Agreement is terminated, the agreement between the New Entity and NEOGOV shall survive, subject to local procurement law.

13. Miscellaneous.

A. Assignment. This Agreement may not be assigned by either party without the express written approval of the other party and any attempt at assignment in violation of this Section 13(a) shall be null and void.

B. Entire Agreement; Amendment. This Agreement and the Order Form constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's State, without giving effect to conflict of law rules.

D. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

E. Independent Contractor; Third Party Agreements. Customer is and shall be deemed to be an independent contractor of NEOGOV and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the

employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

F. Cost of Requests. In the event NEOGOV is required to provide a data dump or respond to a subpoena, court order or other legal process for the production of documents and/ or testimony relative to this Agreement or Customer's use of the Services, Customer agrees to compensate NEOGOV at hourly rates for the time expended to provide a response, and to reimburse NEOGOV for any out-of-pocket costs incurred.

G. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address set forth in the introductory paragraph hereof. Notice of change of address shall be given by written notice in the manner detailed in this Section 13(f).

H. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

I. Attorneys' Fees. Should either party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all reasonable costs of the Action, including without limitation attorneys' fees and costs.

J. Conflict. In the event of a conflict between the body of this Agreement and the Order Form, the terms of the body of this Agreement shall control.

K. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

Customer: **City of Redlands,** a municipal corporation		**GovernmentJobs.com, Inc. (dba "NEOGOV")** a California Corporation	
Signature:	Janice McConnell	Signature:	
Print Name:	Janice McConnell	Print Name:	John Closs
Title:	Acting City Manager	Title:	NEOGOV Controller
Date:	1-3-19	Date:	12/10/18

ATTEST:

By: Jeanne Donaldson
Jeanne Donaldson, City Clerk

EXHIBIT A – ORDER FORM

Customer & Customer Address:	**Bill To (if different than Customer Address):**
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373	
Quote Date: **Valid To:** Today plus 30 days	**Initial Term:** **12 Months from the date of execution of this Agreement.** **Billing Frequency:** **January 2, 2019 to December 31, 2021** Annual

Annual Recurring Fees

Line	Description[1]	Initial Annual Recurring Fee[2]
1.	Insight Enterprise Edition (IN) Subscription	
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
3.	Perform (PE) Subscription	
4.	Onboard (ON) Subscription	
5.	Learn (LE) Subscription	
6.	NEOGOV Integrations Subscription	
	Sub Total:	

Non-Recurring Fees

Line	Description[1]	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Implementation	
	Training	
7.	Perform (PE)	
	Setup and Implementation	
	Training	
8.	Onboard (ON)	
	Setup and Implementation	
	Training	
	Onboard form building as Professional Service	
9.	Learn (LE)	

Setup and Implementation	
Training	
10. NEOGOV Integrations	
Setup and Configuration	
Sub Total:	
Order Total:	

[1]Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

[2] The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

(a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:
- Online job application
- Configurable Career site
- Automatic online job interest cards
- Recruitment and examination planning

Applicant Tracking:
- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Career Pages:
- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGOV will provide the new link addresses):

Selection:
- Configurable supplemental questions
- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Reporting and Analysis:
- 90 standard system reports
- Ad hoc reporting tool

HR Automation:
- Automatically route job requisitions and hire actions for approval
- Automatically score and pass/fail applicants based on scoring plans
- Automatically email users when there are candidates sent to them for review
- Automatically email jobseeker job interest card notices for jobs posted on the main job openings page

Insight Training:

- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Optional Integrations:

- Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. Specifications regarding optional, for cost, NEOGOV integrations can be made available to Customer, including:
  - Configure New Hire Export Interface
  - Configure Position Control Import Interface
  - Class Spec Interface
  - Employee Integration
- As part of each such integration, NEOGOV shall:
  - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
  - Provide Integration Worksheets and/or guides.
- NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings
- Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans

- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File of Onboard forms
- Federal I9 and W4 forms
- Checklists of tasks to create specific Onboard process by position, department, division or class spec
- Configurable new hire portal
- Ability to promote, rehire and offboard employees (task assignment based on new position)
- Global form bank
- Configurable Email Notifications
- Automation of Onboard process
- Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
  - Background forms $295 per form
  - Dynamic Forms $195 per form
  - Updates to existing forms $200 an hour

(e) Learn (LE). Learn (LE) is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will including the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload SCORM course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
- Hundreds of 'off-the-shelf' online courses
- Learn Setup and Implementation will include the following activities:

- NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.
- NEOGOV will establish Customer's production environment.
- All NEOGOV products will be implemented off-site.

(f) NEOGOV Training.

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.

(g) NEOGOV Implementation. The following activities will be conducted as a part of the Services:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will establish Customer's production environment.
- All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
- Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.

(h) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export
- Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

2. Miscellaneous.

(a) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the "Agreement") by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY

ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.

(b) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.

(c) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below.

Customer: City of Redlands		**NEOGOV:** GovernmentJobs.com, Inc.	
Signature:	Janice McConnell	Signature:	
Print Name:	Janice McConnell	Print Name:	John Closs
Title:	Acting City Manager	Title:	NEOGOV Controller
Date:	1/4/19	Date:	12/10/18

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of online services agreement and order form ("Agreement") dated January 4, 2019 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and GovernmentJobs.com, Inc., a California corporation doing business as NEOGOV ("NEOGOV"), is made and entered into this 5th day of May, 2020.

RECITALS

WHEREAS, it is the desire of City and NEOGOV to amend their existing Agreement, more particularly described in Exhibit "A," "Order Form," which is attached hereto by reference; and

NOW, THEREFORE, City and NEOGOV agree as follows:

AGREEMENT

Section 1. Exhibit "A" of the Agreement, titled "Order Form," is hereby amended to authorize the additional services at the approved upon cost as identified in Exhibit "1," which is attached hereto and incorporated herein by this reference.

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 5, 2020.

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor

NEOGOV: GovernmentJobs.com, Inc.

By: _____
John Closs, NEOGOV Controller

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "1"

ORDER FORM

NEOGOV™

NEOGOV ORDERING FORM	
Employee Count: 450 FTE	Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com

Customer Information			
Customer Name:	City of Redlands (CA)	**Customer Contact Name:**	Tommi Ng
Customer Address:	35 Cajon Street, Redlands, CA 92373	**Email Address:**	tng@cityofredlands.org

Fee Summary				
Description of Subscriptions		**SaaS Subscription Fees**	**Non-Recurring Professional Service Fees**	**Service Fee Sub-Totals**
Insight Enterprise	(IN)			
Position Management	(PM)			
GovernmentJobs.com	(GJC)			
Perform	(PE)	$18,291.00	$5,000.00	$23,291.00
E-Forms	(EF)			
Onboard	(ON)			
Learn	(LE)			
Integrations	(IG)			
Core HR	(CHR)			
Payroll	(PR)			
Time & Attendance	(TA)			
Candidate Text Messaging				
			Order Total:	**$23,291.00**

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at https://www.neogov.com/service-specifications, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

1. Pricing is valid through 5/1/20.

NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: City of Redlands	
Signature:	Signature:
Print Name: Paul W. Foster, Mayor	Print Name: John Closs
Date: 5/7/20	Date: 5/6/2020

NEOGOV™

NEOGOV ORDER FORM			
NEOGOV: Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: Redlands, City of (CA) 35 Cajon Street, Redlands, CA 92373 USA	
Quote Creation Date:	02/17/2022	Contact Name:	Marina Gonzalez
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	mgonzalez@cityofredlands.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.	FTE:	

Fee Summary

Service Description	Term	Term Fees
Insight Subscription (IN)	07/16/2022 - 07/15/2023	$11,201.59
Insight Subscription (IN)	07/16/2023 - 07/15/2024	$12,321.75
Insight Subscription (IN)	07/16/2024 - 07/15/2025	$13,553.93
Perform Subscription (PE)	05/07/2022 - 05/06/2023	$21,427.91
Perform Subscription (PE)	05/07/2023 - 05/06/2024	$23,570.70
Perform Subscription (PE)	05/07/2024 - 05/06/2025	$25,927.77
Learn Subscription (LE)	01/03/2022 - 01/02/2023	$14,383.50
Learn Subscription (LE)	01/03/2023 - 01/02/2024	$17,260.20
Learn Subscription (LE)	01/03/2024 - 01/02/2025	$18,986.22
	2022 Total:	**$47,013.00**
	2023 Total:	**$53,152.65**
	2024 Total:	**$58,467.92**
	Total:	**158,633.57**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

City Council Meeting **I. 9.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the donation from the University of Redlands of $24,200, and authorize the expenditure of $3,500 on behalf of the City and the A. K. Smiley Public Library as designated by the University of Redlands, and approve additional appropriations totaling $20,700 for the corresponding expenditures in the Police and Fire Departments (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that the staff's recommendations are appropriate, the following motions are provided:

1. I move to accept the donation of $24,200 from the University of Redlands and authorize the expenditure of such funds on behalf of the City and the A.K. Smiley Public Library as designated by the University of Redlands; and

2. I further move to approve additional appropriations totaling $20,700 for the corresponding expenditures in the Police and Fire Departments.

RECOMMENDATION:

It is recommended that the City Council accept this generous donation from the University of Redlands in the amount of $24,200 for the stated projects and approve the additional appropriations totaling $20,700 for the corresponding expenditures in the Police and Fire Departments.

DISCUSSION:

On June 2, 2022, the University of Redlands notified the City of its intent to donate $24,200 to the City as an “above budget” contribution to support the City and the A.K. Smiley Public Library. For the past two decades, the University has graciously donated funds to the City for specific projects, and this

donation will bring the total contributions over that time period to $1,140,700.

Of the $24,200, the University of Redlands has made a $3,500 donation directly to the A.K. Smiley Public Library, for the purpose of funding Kanopy and Kanopy for Kids streaming video service. The Board of Trustees is responsible for the receipt and use of the donation as specified by the University of Redlands and, therefore, no appropriation is required in the City's General Fund or any other City fund.

The remaining $20,700 has been donated to the City by the University of Redlands. The Redlands Police Department will receive $12,000 for the annual service subscription of eight fixed mounted investigative cameras.

The Redlands Fire Department will receive $8,700 to fund the purchase of a Bullard QXT thermal camera bundle package that includes the camera and charging device. Thermal imaging cameras are a force multiplier on the fire ground, improving conditions and outcomes for firefighters and victims. Image searching for someone in a dark room with no light near zero visibility. The camera also helps in identifying construction types and the structural stability of a building while exposed to heat and fire. Thermal Imaging cameras can also view heat and fire through material, aiding in finding hidden fires in walls, ceilings, and confined spaces. These cameras are incredible firefighting and rescue tools that will maximize personnel, and increase Redlands Fire Departments' ability to save lives, property, and infrastructure.

ALTERNATIVES:

Do not accept the donation.

STRATEGIC PLAN:

Not applicable.

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
Christopher R. Catren, Chief of Police
Rich Sessler, Fire Chief
Don McCue, Library Director

PREPARED BY:
James Garland, Assistant Finance Director

Fiscal Impact

Fiscal Year:	2023
Revenue Generating:	Yes
Appropriation Required Y/N:	Y
Amount:	$20,700
Budgeted Y/N:	No
Account No.:	Various

Discussion:

Police Department:
Twelve Thousand dollars ($12,000) for annual service subscription of eight fixed mounted investigative cameras.
101202-6710 (Special Contractual Services).

Fire Department:
Eight Thousand, Seven Hundred dollars ($8,700) for a new thermal imaging camera package.
101250-8706 (All Other Equipment)

The cost of these appropriations will be offset by the donation revenue received from the University of Redlands.

Attachments

Additional Appropriation Form - UofR Donation
Donation Letter

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 07/19/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police and Fire Departments

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	101202	6710		$ 12,000.00
All Other Equipment	101250	8706		$ 8,700.00
			$	$ 20,700.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Donation Revenue	101202	4819		$ 12,000.00
Donation Revenue	101250	4819		$ 8,700.00
			$	$ 20,700.00

JUSTIFICATION: To record donation revenue from the University of Redlands donation to the Police and Fire Departments and to appropriate funding in the corresponding budget line items in order to expend those funds.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

UNIVERSITY OF
Redlands
Office of the President

June 2, 2022

Mayor Paul Barich
City of Redlands
PO Box 3005
Redlands, CA 92373-1005

RE: Voluntary Contributions – Fiscal Year 2021-2022

Dear Mayor Barich:

On behalf of the University of Redlands, I am pleased to announce that the University will make a voluntary contribution to the City of Redlands for fiscal year 2021-2022 totaling approximately twenty-four thousand, two hundred dollars ($24,200).

The funds are designated for the following:

- Three thousand, five hundred dollars ($3,500) to the A.K. Smiley Public Library for Kanopy and Kanopy for Kids streaming video service
- Twelve thousand dollars ($12,000) to the Redlands Police Department for the annual service subscription of eight fixed mounted investigative cameras
- Eight thousand, seven hundred dollars ($8,700) to the Redlands Fire Department for a new thermal imaging camera package

The University of Redlands' voluntary contributions of in-kind and monetary donations to the City of Redlands over the past 26 years now totals approximately $1,140,700. The financial contributions detailed in this letter are intended to be "above-budget" enhancements for FY 2021-2022. Acceptance of these funds by the City of Redlands constitutes agreement by the City Council as well as the Board of Trustees of the A.K. Smiley Public Library that the donated funds will be used only for the purposes detailed in this letter. Please provide confirmation to the University of Redlands, if you will, of the designated use of these funds.

Because the COVID-19 pandemic brought about profound changes in how the University does business, we continue to navigate fiscal challenges to maintain our financial health. Although the amount is not as substantial as it has been in the past, I am thankful that the University is able to provide a monetary gift to maintain our valuable relationship with the city and the library. This financial support will enable the library to continue to offer a popular streaming service and subsidize important police and fire equipment. It signifies the University's continued commitment to the City of Redlands and the entire community.

1200 East Colton Avenue • P.O. Box 3080 • Redlands CA 92373-0999 • Tel: 909-748-8390
1200 East Colton Avenue ▪ PO Box 3080 ▪ Redlands CA 92373-0999 ▪ Tel: 909-793-2121 ▪ www.redlands.edu

If you have any questions on the content of this letter, please contact Kevin Dyerly, Vice President for Finance/CFO, at 909-748-8066 or kevin_dyerly@redlands.edu.

Warm regards,

Krista L. Newkirk
President

Enclosure

Cc: Mayor Paul Barich
Mayor Pro Tempore Eddie Tejada
Council Member Denise Davis
Council Member Mick Gallagher
Council Member Jenna Guzman-Lowery
City Manager Charles M. Duggan, Jr.
William Hatfield, President, A.K. Smiley Public Library Board of Trustees

City Council Meeting **I. 10.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Maintenance Agreement for Redlands Passenger Rail Project At-Grade Crossings with the Southern California Regional Rail Authority (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the Maintenance Agreement for Redlands Passenger Rail Project At-Grade Crossings is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Maintenance Agreement for Redlands Passenger Rail Project At-Grade Crossings with the Southern California Regional Rail Authority.

RECOMMENDATION:

Staff recommends that City Council determine approval of the Maintenance Agreement for Redlands Passenger Rail Project At-Grade Crossings is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends City Council approve the Maintenance Agreement for Redlands Passenger Rail Project At-Grade Crossings with SCRRA.

DISCUSSION:

On February 3, 2015, City Council approved a Memorandum of Understanding (MOU) with the San Bernardino County Transportation Authority (SBCTA) to define the Redlands Passenger Rail Project (RPRP) engineering, construction, and maintenance roles and responsibilities of each Party. Generally, SBCTA assumed responsibility for constructing all RPRP elements, and the City agreed to provide project support and funding for project enhancements. City Council approved MOU Amendment No. 1 on June 7, 2016, to include project enhancements for the Downtown Redlands Station. On February 20, 2018, City Council approved MOU Amendment No. 2 to include planning and engineering for additional project enhancements.

RPRP construction began in 2018, and is substantially complete. It is anticipated that passenger service will begin in the fall. Recently, SBCTA, Southern California Regional Rail Authority (SCRRA), and City staff developed a *Maintenance Agreement for Redlands Passenger Rail Project ("Arrow" Service) At-Grade Crossings* (Agreement) to define the roles of each Party related to ongoing maintenance of public streets and rails within the SBCTA right-of-way at each rail crossing. Generally, the City's maintenance obligation is limited to the following:

- Railroad Crossing Warning Signals - 50% Cost-Share;
- Street Improvements - 100% of the cost to maintain and repair pavement, street lighting, sidewalks, curb and gutters, raised medians, delineators, pavement striping and marking, raised pavement markers, and signage;
- Weed Control - 100% of the cost to control or remove weeds or vegetation within public street easements;
- Quiet Zones - Equal cost-share with all Parties to maintain Quiet Zone status at each crossing location.

The limits of these maintenance obligations begin two feet (2') beyond the outside rails at each crossing location, the cost of which is included in the Municipal Utilities and Engineering Department Streets and Inspections Division operating budget each year.

Approval of the Agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act since it governs the maintenance of existing public facilities and involves no expansion of existing or former use.

ALTERNATIVES:

City Council may deny the staff recommendation, although the City agreed to maintain these at-grade crossings with approval of the original MOU.

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
Janice McConnell, Assistant City Manager

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact associated with approval of the Maintenance Agreement for Redlands Passenger Rail Project At-Grade Crossings. Maintenance costs are included in the annual Streets and Inspections Budget (101401).

Attachments

RPRP At-Grade Crossing Maintenance Agreement
Exhibit C-1
RPRP MOU
RPRP MOU Amendment 1
RPRP MOU Amendment 2

MAINTENANCE AGREEMENT

for

REDLANDS PASSENGER RAIL PROJECT

("ARROW" SERVICE) AT-GRADE CROSSINGS

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND THE

CITY OF REDLANDS

COVERING THE

MAINTENANCE

OF ALL

At-Grade Crossings within

SCRRA MILE POST 63.02 to 66.48 - SAN GABRIEL SUBDIVISION

IN

CITY OF REDLANDS,

CALIFORNIA

Maintenance Agreement

for

All At-Grade Crossings within

SCRRA MILE POST 63.02 to 66.48 - SAN GABRIEL SUBDIVISION

CITY OF REDLANDS,

SAN BERNARDINO COUNTY,

CALIFORNIA

THIS Maintenance Agreement ("AGREEMENT") is made and entered into as of the _____ day of _____, 2022, by and between the **SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY**, a joint powers authority existing under the laws of the State of California (hereinafter referred to as "SCRRA"), to be addressed at 900 Wilshire Blvd, Suite 1500, Los Angeles, CA 90017 and the **CITY OF REDLANDS**, a general law city and a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY"), to be addressed at 35 Cajon Street, Suite 15-A, Redlands, CA 92373. SCRRA and the CITY may be referred to singly as "PARTY" and collectively as "PARTIES."

RECITALS:

SCRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the "METROLINK" commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements. The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority ("METRO"), Ventura County Transportation Commission ("VCTC"), Orange County Transportation Authority ("OCTA"), San Bernardino County Transportation Authority ("SBCTA"), and Riverside County Transportation Commission ("RCTC").

The CITY OF REDLANDS, a general law city and municipal corporation organized and existing under the laws of the State of California, hereinafter referred to as "CITY";

SCRRA controls, administers, operates, and maintains the railroad track, structures, signals, communication systems, and appurtenances on the rail line known as the San Gabriel Subdivision in the area covered by multiple Multiple At-Grade Crossings. SCRRA and the "Operating Railroads" [as used herein "Operating Railroads" means any passenger or freight-related railroad company(s) operating on SCRRA track(s), including the National Railroad Passenger Corporation (AMTRAK), and the Burlington Northern and Santa Fe Railway Company (BNSF)] operate trains and rail equipment through multiple at-grade highway railroad crossing locations on right-of-way owned by the SBCTA, in accordance with the Shared Use Agreement dated October 30, 1992, and the Agreement between SCRRA, its Member Agencies, and the National Railroad Passenger Corporation (Amtrak) and known as the "Intercity Agreement".

Presently, the CITY occupies the railroad right-of-way for multiple at-grade highway railroad crossings that carry vehicular traffic across the following:

Crossing Name	**Mile Post**	**CPUC #**	**DOT #**
Mountain View Avenue	61.87	101SG-61.87	027228D
California St.	63.02	101 SG-63.02	027231L
Nevada St.	63.51	101 SG-63.51	027232T
Alabama St.	64.03	101 SG-64.03	027233A
W. Colton Ave.	64.21	101 SG-64.21	027234G

Crossing Name	Mile Post	CPUC #	DOT #
Tennessee St.	64.56	101 SG-64.56	027235N
Redlands - Esri Ped	64.82	101 SG-64.82-D	027237C
Texas St.	65.07	101 SG-65.07	027239R
N. Eureka St.	65.36	101 SG-65.36	027240K
Redlands - Downtown Ped	65.46	101SG-65.46-D	933892D
Orange St.	65.58	101 SG-65.58	027242Y
6th St.	65.71	101 SG-65.71	027245U
7th St.	65.77	101 SG-65.77	027246B
Church St.	66.08	101 SG-66.08	027248P
N. University St.	66.48	101 SG-66.48	027250R

SCRRA and the CITY desire to cooperate and maintain the at-grade highway railroad CROSSINGS listed herein with the least amount of disruption to vehicle and rail traffic.

As part of the SBCTA led Redlands Passenger Rail Project (RPRP), all the aforementioned CROSSINGS have been improved to current California Public Utilities Commission (CPUC) and SCRRA Standards for Quiet Zone Implementation. The CITY has petitioned for a Quiet Zone within their jurisdictional boundaries pursuant to Federal Railroad Administration (FRA) Regulation Title 49 Part 222 of the Code of Federal Regulations (49 CFR Part 222) requirements and SCRRA's Design Criteria Manual – Section 25 Quiet Zone Implementation, **Exhibit D-5**. The Notice of Intent to Create a New Quiet Zone for these crossings was issued by the City on August 24th, 2020 (**Exhibit C-1**). At a future date the PARTIES agree that the AGREEMENT will be amended to include the Notice of New Quiet Zone Establishment.

The general arrangement, and location of the at-grade highway railroad crossings proposed are shown on the location print marked as **Exhibit B-1**. The detailed plans of the at-grade-highway railroad crossings currently being reconstructed under SBCTA's Redlands Passenger Rail Project are included in this AGREEMENT under **Exhibit B-2.**

SCRRA and the CITY are entering into this AGREEMENT to establish the maintenance responsibilities at the CROSSINGS described above, and as contained in the Exhibits attached to and made a part of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the PARTIES hereto as follows:

ARTICLE 1 - LIST OF EXHIBITS

The exhibits below are attached to and made a part of this AGREEMENT as if set forth in their entirety:

Exhibit A	Standard Terms and Conditions
Exhibit B-1	Crossing Location Print
Exhibit B-2	Crossing Plans
Exhibit C-1	Quiet Zone Notice of Intent
Exhibit D-1	SCRRA Form 6 - Right-of-Entry Agreement & SCRRA Insurance Requirements
Exhibit D-2	SCRRA Form 37 - Rules and Requirements for Construction on Railway Property
Exhibit D-3	SCRRA General Safety Regulation for Third Party Construction and Utility Workers on SCRRA Property
Exhibit D-4	SCRRA Highway - Rail Grade Crossing Manual
Exhibit D-5	SCRRA Design Criteria Manual - Section 25 Quiet Zone Implementation

ARTICLE 2 - EFFECTIVE DATE AND TERMINATION

2.1 This AGREEMENT shall become effective when signed by both PARTIES and shall continue in full force and effect for as long as the at-grade highway railroad crossing area exists. The effective date of this AGREEMENT will be the date signed by the last signatory.

ARTICLE 3 - MAINTENANCE BY SCRRA

3.1 Pursuant to California Public Utilities Commission (CPUC) General Order 72-B, SCRRA shall maintain, at its expense, the area between lines two (2) feet outside the rails of each track and between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less measured at the center line of the highway, normal to the tracks.

3.2 SCRRA shall maintain the railroad crossing automatic warning equipment for the crossing

to ensure that they are kept in working order. The maintenance cost for the automatic railroad warning devices shall be shared by the CITY and SCRRA as described in Article 4.

ARTICLE 4 - MAINTENANCE COST SHARING OF AUTOMATIC RAILROAD WARNING DEVICES

4.1 CITY shall share equally with SCRRA the maintenance cost of the railroad crossing warning signals and signal controls in accordance with California Public Utilities Code (CPU Code) §1202.2, except that CITY's liability thereof shall be limited to such funds as may be set aside for allocation through the CPUC, pursuant to CPU Code §1231.1. SCRRA shall submit annual invoices to the CPUC for CITY's share of the maintenance costs of the railroad crossing warning signals and signal controls. This results in no direct cost to the CITY for the maintenance of the automatic warning devices.

ARTICLE 5 - MAINTENANCE BY CITY

5.1 CITY shall maintain, repair and renew the at-grade highway railroad crossing area within their respective boundaries starting at two (2) feet outside of the rails of each track. When two or more tracks are involved, SCRRA shall maintain the area between the tracks as described in Section 3.1. CITY shall maintain and repair, at CITY's expense, any street improvements, including street lighting, sidewalks, curb and gutters, raised medians, channelizers/delineators, pavement striping and markings (traffic and pedestrian), raised pavement markers, and signage within or on the approaches to the crossing area. This work shall be done pursuant to CPUC General Order 72-B.

5.2 CITY shall control or remove, at CITY's expense, weeds or vegetation located within the CITY crossing easement or within public street right of way on or about the crossing so that it does not become a fire hazard; obstruct visibility of railroad signs and signals along the right-of-way and at highway-rail crossings; obstruct visibility of trains or rail equipment; interfere with railroad employees performing normal trackside duties; prevent proper functioning of signal and communication lines or impede railroad employees visually inspecting moving equipment. If CITY will not lawfully perform the control or removal work, CITY shall reimburse SCRRA for the cost of performing such control or removal.

5.3 CITY and/or its contractor(s) shall obtain a Right of Entry Permit from SCRRA, as detailed in Article 6, prior to performing any maintenance of a roadway, sidewalk or median islands, if that maintenance activity is to occur within the railroad right-of-way.

5.4 CITY shall incorporate the requirements of **Exhibit D-1**, through and including, **Exhibit D-4** into each prime contract for maintenance through and adjacent to the crossing area. CITY shall exercise its authority as a party to any contract for maintenance into which it enters to ensure its contractor(s) conforms with the requirements listed in **Exhibit D-1**, through and including **Exhibit D-4**, and to ensure that operations, right-of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using the railroad right-of-way, are protected at all times. All work done by CITY, or its contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.

5.5 CITY shall provide assistance, at CITY's expense, in support of SCRRA annual testing of railroad / traffic signal preemption equipment and facilities in accordance with FRA Regulation Title 49 Part 234 Subpart D of the Code of Federal Regulation (49 CFR Part 234). CITY shall provide qualified personnel to assist with testing of those traffic signal interconnect features outside of the Railroad right of way at a date and time acceptable to both parties.

5.6 CITY shall participate, at CITY's expense, with SCRRA, CPUC, and other affected parties to conduct a periodic review of the Crossings, where a Quiet Zone has been implemented, to evaluate the Crossings and affirm that the Crossings continue to conform to the requirements of FRA 49 CFR Part 222, as required by § 222.47, and SCRRA's Quiet Zone Implementation Guidelines and Procedures. Periodic review of the Crossings between four and one half (4 and 1/2) to five (5) years after the last affirmation. CITY will be responsible to affirm in writing to the FRA to maintain the quiet zone status of the Crossings based on the findings of the periodic review. Should any additional improvements be required in order to maintain the quiet zone status of the Crossings, then any cost of said improvements of the Crossings shall be borne by the CITY.

ARTICLE 6 - CONTRACTOR'S RIGHT OF ENTRY PERMIT AND INSURANCE

6.1 Entry onto the railroad right-of-way by the CITY or its contractors shall at all times be subject to the current (at time of entry) requirements for entering the railroad right-of-way and the SCRRA procedures and requirements for securing railway flagging or other protective services.

6.2 If the CITY retains a Contractor(s) to perform any work within the crossing area or on any other portion of the railroad right-of-way (including any future improvement or maintenance and repair work), the CITY shall require the Contractor(s) to:

a) Execute SCRRA "Form 6 – Right of Entry Agreement" or similar form of agreement as adopted by SCRRA at the time that any future work is performed without modification. A copy of SCRRA's Form 6, as currently adopted by SCRRA, is included with this AGREEMENT as **Exhibit D-1.**

b) Furnish and provide the bonds, insurance policies, certificates, binders, endorsements or combinations thereof in accordance with the insurance requirements accompanying SCRRA "Form 6 – Right of Entry Agreement" and as described in **Exhibit D-1**.

6.3 The CITY shall not allow any contractor or contractors to commence any work in the crossing area or on any other portion of the railroad right-of-way until the contractor(s) have provided the required insurance and the right-of-entry is approved and signed by SCRRA.

6.4 All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Christos Sourmelis
ROW Engineering Coordinator
2558 Supply Street, Building A
Pomona, CA 91767
Email: sourmelisc@scrra.net
Phone: (909) 392-8463

6.5 The CITY may self-insure any portion of the insurance coverage for work performed by the employees of the CITY unless and until SCRRA provides written notice to CITY based on

either an unacceptable material adverse change in the assets available to CITY to satisfy self-insured claims or the CITY's unacceptable performance in the administration of prior claims under this AGREEMENT.

6.6 Under no circumstances will personnel, equipment, or material of a contractor or the CITY be allowed on the railroad right-of-way without providing the insurance required by this article and arranging for flagging or other protective services.

ARTICLE 7 - FUTURE CROSSING MODIFICATION

7.1 If in the future, CITY elects to modify the existing crossing(s) by widening or replacement of crossing surface(s), then any SCRRA costs of reasonably necessary modifications caused by CITY's modifications to the crossing, including material and/or repair or rehabilitation of the railroad tracks shall be borne by the CITY.

7.2 If in the future, CITY elects or is required by competent authority to raise or lower the grade of all or any portion of the street or highway located on the crossing area that requires the track(s) to be modified, the cost of the design and construction and all associated cost to modify the tracks shall be borne by the CITY if the modification is elected by the CITY or by the competent authority if the competent authority is requiring the modifications to the roadway.

7.3 The estimated costs for any future work to be performed by SCRRA will be quantified and included in an amendment to this AGREEMENT.

7.4 CITY shall incorporate the requirements of **Exhibit D-1**, through and including, **Exhibit D-4** into each prime contract for construction through and adjacent to the crossing area. CITY shall exercise its authority as a party to any contract for construction into which it enters to ensure its contractor(s) conforms with the requirements listed in **Exhibit D-1**, through and including **Exhibit D-4**, and to ensure that operations, right-of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using the railroad right-of-way, are protected at all times. All work done by CITY, or its contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.

ARTICLE 8 - INDEMNIFICATION

8.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the CITY under or in connection with any aspect of the CITY's maintenance work, authority, or obligation agreed to by the CITY under this AGREEMENT. The CITY shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s,) and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of the CITY, its council, officers, agents, contractor(s), or employees under or in connection with any aspect of the CITY's maintenance work, authority, or obligation agreed to by the CITY under this AGREEMENT. This indemnity shall survive the termination of this AGREEMENT.

8.2 Neither the CITY, nor its council, officers, agents, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any SCRRA maintenance work, authority, or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless the CITY, as well as their respective council, officers, agents, contractor(s), and employees ("CITY Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the CITY Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractor(s) or employees under or in connection with any aspect of any SCRRA Maintenance work, authority, or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive the termination of this AGREEMENT.

8.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each other agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

ARTICLE 9 - GENERAL PROVISIONS

9.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of this at-grade highway railroad crossing, whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the CITY and SCRRA.

9.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by the CITY and SCRRA.

9.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and AGREEMENT between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.

9.4 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

9.5 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.

9.6 This AGREEMENT shall be construed and interpreted under the laws of the State of California.

9.7 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.

9.8 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

To CITY:	To SCRRA:
John Harris Director, Municipal Utilities & Engineering	Justin Fornelli, P.E. Chief, Program Delivery
City of Redlands	Southern California Regional Rail Authority
35 Cajon Street, Suite 15-A	2558 Supply Street, Building A
Redlands, CA 92373	Pomona, CA 91767
E-mail: jharris@cityofredlands.org Telephone: 909-798-7658	E-mail: fornellij@scrra.net Telephone: (909) 593-4291

9.9 This AGREEMENT may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be duly executed in by their duly qualified and authorized officials.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
Darren M. Kettle
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Don O. Del Rio
General Counsel

Date: _____

CITY OF REDLANDS

By: _____
Paul T. Barich
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Yvette M. Abich Garcia
City Attorney

Date: _____

EXHIBIT A

Maintenance Agreement

for All At-Grade Crossings within MP 63.02 to 66.48

of the San Gabriel Subdivision

Standard Terms and Conditions

EXHIBIT A

To Maintenance Agreement for all At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

a) SCRRA makes no covenant or warranty of title for quiet possession or against encumbrances. Any lines constructed on the railroad right-of-way by or under authority of the City of Redlands for the purpose of conveying electric power or communications incidental to the City of Redlands's use of the right-of-way for highway purposes shall be constructed in accordance with specifications and requirements of SCRRA, and in such manner as not adversely to affect communication or signal lines of SCRRA or its licensees now or hereafter located upon said right-of-way. No non-party shall be admitted by the City of Redlands to use or occupy any part of the railroad right-of-way without SCRRA's written consent. Nothing herein shall obligate SCRRA to give such consent.

b) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The City of Redlands shall not damage, destroy or interfere with the right-of-way or rights of nonparties in, upon or relating to the railroad right-of-way, unless the City of Redlands at its own expense settles with and obtains releases from such nonparties.

c) SCRRA and its member agencies reserve the right to use and to grant to others the right to use the Crossing for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the right-of-way; also the right to cross the Crossing with all kinds of equipment. SCRRA further reserves the right to attach signal, communication or power lines to any highway facilities located upon the right-of-way, provided that such attachments shall comply with City of Redlands 's specifications and will not interfere with the use of the Crossing.

d) So far as it lawfully may do so, the City of Redlands will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing, excepting taxes levied upon and against the right-of-way as a component part of SCRRA's operating right-of-way.

SECTION 2 - WORK

a) All work contemplated in this AGREEMENT must be performed in a good and workmanlike manner and each portion must be promptly commenced by the PARTY obligated by this AGREEMENT to perform the work. All work must be diligently prosecuted to conclusion in its logical order and sequence. All changes or modifications proposed which affect SCRRA or the interests of SCRRA will be subject to SCRRA's approval prior to the commencement of work on all such changes or

modifications.

b) For public infrastructure and facilities owned and maintained by the City of Redlands, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the work, and will furnish to SCRRA upon request with satisfactory evidence that such authority has been obtained. The City of Redlands shall act as the lead agency on all planning, zoning, environmental approval and permitting activities required by State or Federal law and shall obtain and pay for all other permits and licenses required by law or regulation for the work.

c) All work of the City of Redlands upon the railroad right-of-way shall be performed and completed in a manner satisfactory of SCRRA's Minimum Requirements set forth in **Exhibit D-1, D-2, D-3, D-4, D-5,** and other guidelines or standards furnished by SCRRA.

d) SCRRA will have the right to stop work if any of the following events take place:

i) City of Redlands (or any of its Contractor(s)) performs the work in a manner contrary to the plans and specifications approved by SCRRA on the Right-of-Entry Permit;

ii) City of Redlands (or any of its Contractor(s)), in SCRRA's opinion, prosecutes the work in a manner which is hazardous to the railroad right-of-way, facilities or the safe and expeditious movement of railroad traffic;

iii) the insurance required by the AGREEMENT is canceled during the course of the work or does not meet the minimum requirements specified herein.

e) The work stoppage may continue until all necessary actions are taken by City of Redlands or its Contractor(s) to rectify the conditions to the satisfaction of SCRRA or until additional insurance has been delivered to and accepted by SCRRA, or the obligations are brought current.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the City of Redlands, in the performance of any work contemplated by this AGREEMENT or by the failure to do or perform anything for which the City of Redlands is responsible under the provisions of this AGREEMENT, shall injure, damage or destroy any property of the railroad or of any other person lawfully occupying or using the right-of-way of the railroad, such property shall be replaced or repaired by the City of Redlands at the City of Redlands 's own expense, or by SCRRA at the expense of the City of Redlands, and to the satisfaction of SCRRA.

SECTION 4 - SAFETY MEASURES; PROTECTION OF SCRRA OPERATIONS

It is understood and recognized that safety and continuity of SCRRA's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents and/or incidents may be prevented and avoided, it is agreed with respect to all of said work of the City of Redlands that the work will be performed in a safe manner and in conformity with the following standards:

a) **City of Redlands and Contractor**. All references in this AGREEMENT shall also include the Contractor(s), its subcontractors of any tier, and their respective officers, agents and employees, and others acting under its or their authority; and all references in this AGREEMENT to work of the City of Redlands shall include work within the railroad right-of-way, as well as work outside and adjacent to the railroad right-of-way, such as temporary traffic control, that has the potential to impact the railroad right-of-way..

b) **Compliance with Laws**. The City of Redlands shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City of Redlands shall use only such methods as are consistent with safety, both as concerns the City of Redlands, the City of Redlands' agents and employees, the officers, agents, employees and property of SCRRA and the public in general. The City of Redlands (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts, labor laws, laws governing trade, travel and use of material, and similar laws or regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the railroad right-of-way. If any failure by the City of Redlands to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against SCRRA, the City of Redlands shall reimburse and indemnify SCRRA for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City of Redlands further agrees in the event of any such action, upon notice thereof being provided by SCRRA, to defend such action free of cost, charge, or expense to SCRRA.

c) **No Interference or Delays**. The City of Redlands shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of SCRRA's tracks or facilities, or any communication or signal lines, PTC system and critical features, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the railroad right-of-way or facilities.

d) **Supervision**. The City of Redlands, at its own expense, shall adequately supervise and inspect all work to be performed by the City of Redlands' Contractor, and shall not inflict injury to persons or damage to property for the safety of whom or of which SCRRA may be responsible, or to property of SCRRA. The responsibility of the City of Redlands for safe conduct and adequate policing and supervision of the work shall not be lessened or otherwise affected by SCRRA's approval of plans and specifications, or by SCRRA's collaboration in performance of any work, or by the presence at the work site of SCRRA's representatives, or by compliance by the City of Redlands with any requests or recommendations made by such representatives. If a representative of SCRRA is assigned to the work, the City of Redlands will give due consideration to suggestions and recommendations made by such representative for the safety and protection of SCRRA's property, right-of-way, and operations.

e) **Suspension of Work**. If at any time the City of Redlands or SCRRA shall be of the opinion that any work of the City of Redlands is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City of Redlands shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

f) **Removal of Debris**. The City of Redlands shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any railroad right-of-way or facilities of SCRRA; and any such material and debris shall be promptly removed from the railroad right-of-way by the City of Redlands at the City of Redlands' own expense or by SCRRA at the expense of the City of Redlands. The City of Redlands shall not cause, suffer or permit any water to be drained or pumped onto the railroad right-of-way during any dewatering from the Crossing without the prior permission of SCRRA. This obligation is limited to debris deposited by City of Redlands maintenance personnel and/or its contractors, sub-contractors, and consultants.

g) **Explosives**. The City of Redlands shall not discharge any explosives on or in the vicinity of the railroad right-of-way without the prior consent of SCRRA, which will not be given if, in the sole discretion of SCRRA, such discharge would be dangerous or would interfere with the railroad right-of-way, property or facilities. For the purposes hereof, the "vicinity of the railroad right-of-way" shall be deemed to be any place on the railroad right-of-way or in such close proximity to the railroad right-of-way that the discharge of explosives could cause injury to SCRRA's employees or other persons, or cause damage to or interference with the facilities or operations on the railroad right-of-way. SCRRA reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as SCRRA, in SCRRA's sole discretion, may deem to be necessary, desirable or appropriate.

h) **Excavation**. The CITY shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of SCRRA. The City of Redlands shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect SCRRA's tracks or facilities. The City of Redlands, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City of Redlands in connection with maintenance or other work. Systems for the support of any excavation must conform to the requirements of SCRRA Excavation Support Guidelines and/or CalOSHA, whichever is more comprehensive. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by SCRRA to withstand all stresses likely to be encountered, including any stresses resulting from railroad surcharges or vibrations caused by SCRRA's operations in the vicinity.

i) **Falsework.** No falsework may be erected over the track or on the railroad right-of-way except as approved by SCRRA. All falsework must conform to the requirements of the Caltrans Falsework Manual for traffic openings and any additional provisions provided by SCRRA.

j) **Fiber Optic Cables.** Fiber optic and other cable systems may be buried on SCRRA's right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The City of Redlands and its consultants and contractors shall telephone the Underground Service Alert of Southern California toll-free at (800) 227-2600 a minimum of two (2) workings days before performing any excavation for work within the railroad right-of-way.

k) **SCRRA Signal and Communication Facilities**. SCRRA is not a member of Underground Service Alert of Southern California. The City of Redlands, and its consultants and contractors, shall call SCRRA Signal Department at (909) 592-1346 to request marking of signal and communication cables or conduits or both a minimum of 72-hours prior to performing any excavation on the railroad right-of-way. No work may proceed until City of Redlands has been provided with an SCRRA dig number in addition to that provided by Underground Service Alert. In case of signal emergencies or grade crossing problems, the contractor shall call SCRRA's 24-hour signal emergency number at (888) 446-9721.

SECTION 5 - OTHER RAILROADS AND AGENCIES

All protective and indemnifying provisions of this AGREEMENT shall inure to the benefit of SCRRA and any other Operating Railroad company lawfully using the railroad right-of-way or facilities. On any certificate of insurance furnished pursuant to this AGREEMENT, SCRRA must be named as the Certificate holder or the insured. The following must be named as an additional insured:

Los Angeles County Metropolitan Transportation Authority (METRO)
Orange County Transportation Authority (OCTA)
Riverside County Transportation Commission (RCTC)
San Bernardino County Transportation Authority (SBCTA)
Ventura County Transportation Commission (VCTC)
Burlington Northern Santa Fe Corporation (BNSF)
National Railroad Passenger Corporation (Amtrak)
Union Pacific Railroad Company (UPRR)

SECTION 6 - REMEDIES FOR BREACH OR NONUSE

The City of Redlands will surrender peaceable possession of the Crossing upon termination of this AGREEMENT. Termination of this AGREEMENT shall not affect any rights, obligations or liabilities of the PARTIES, accrued or otherwise, which may have arisen prior to termination.

END EXHIBIT A

EXHIBIT B-1

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

Crossing Location Print

EXHIBIT B-1

Crossing Location Print

Figure 1: Location Map

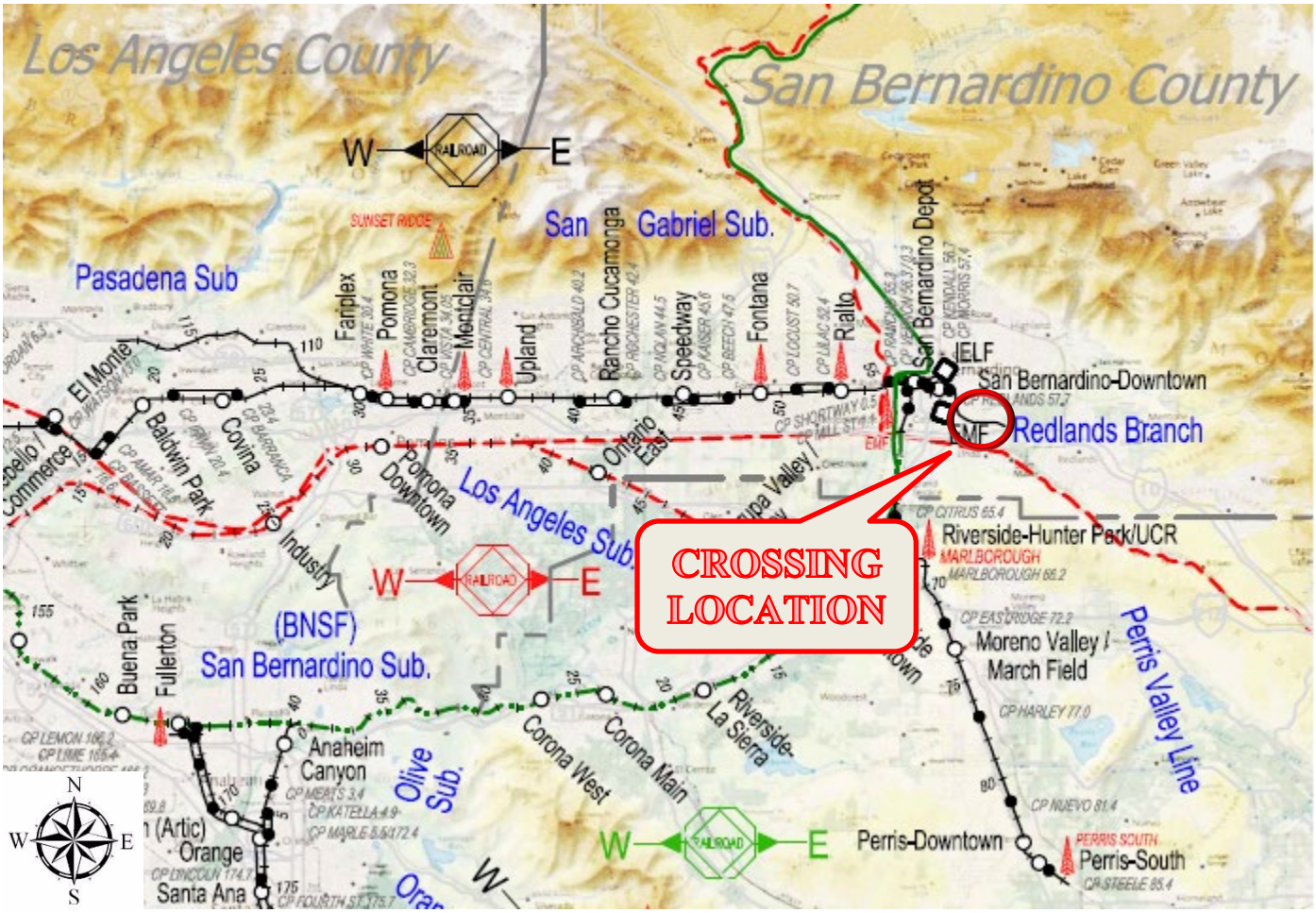


Figure 2: Vicinity Map

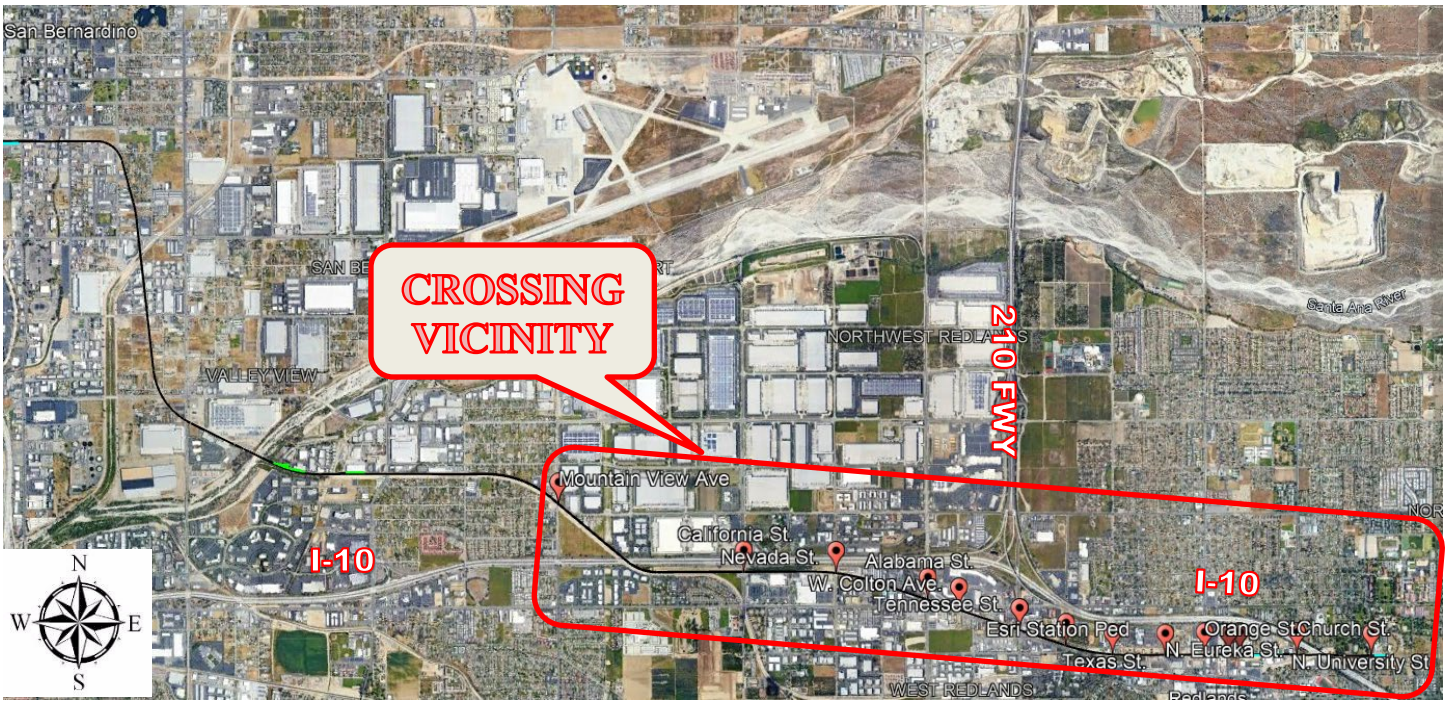


Figure 3: Site Map

Figure 4: Site Map

EXHIBIT B-2

To Maintenance Agreement

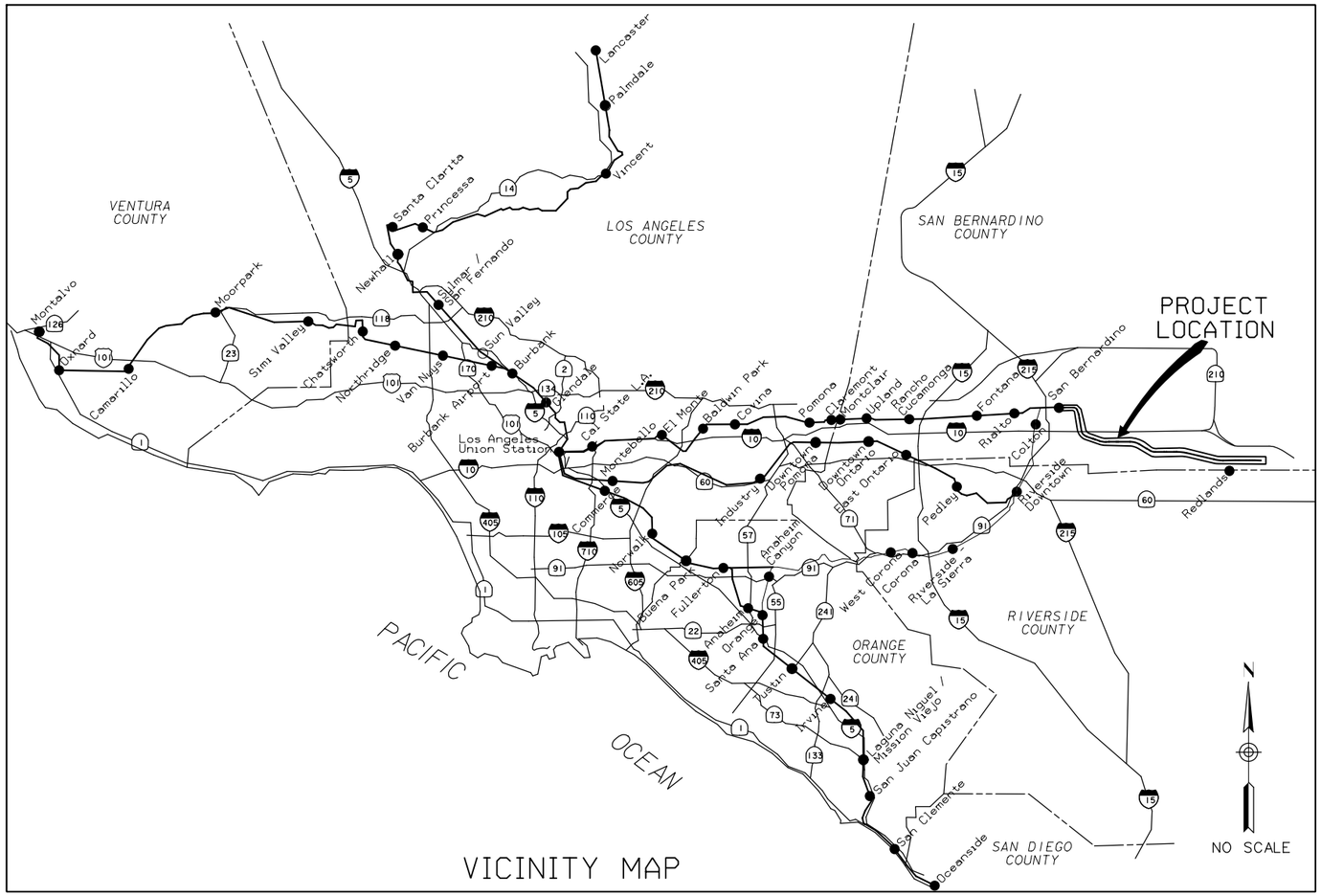
for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

Crossing Plans

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

REDLANDS PASSENGER RAIL PROJECT



VOLUME 1

ISSUED FOR BID

MAY 18, 2018

REGISTERED PROFESSIONAL ENGINEER
ROBERT KLOVSKY
No. C62996
Exp. 6/30/18
CIVIL
STATE OF CALIFORNIA

CONTRACT No. 17-1001705

APPROVED BY: _____ DATE: _____
CAROLYN SCHINDLER, P.E., SBCTA

SUBMITTED BY: R. Klovsky DATE: 5-18-2018
ROB KLOVSKY, PROJECT MANAGER

8/29/2018 9:06:14 PM MGRANADO
pw:\\pwappsac01:California_Sacramento\Documents\3514426\CON010283\00000000002683391\6.0_CAD_BIM\6.2_Work_In_Progress\6.2.2 Contract Files\RPRP_02-Contract_Files-Bid_Addendum_01\Sheet Files - Mainline Post IFB\01a_GENERAL\26495-00-GI00000v1.dgn
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CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 0.12' EXISTING PAVEMENT AND CONSTRUCT 0.12' ASPHALT CONCRETE OVERLAY

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

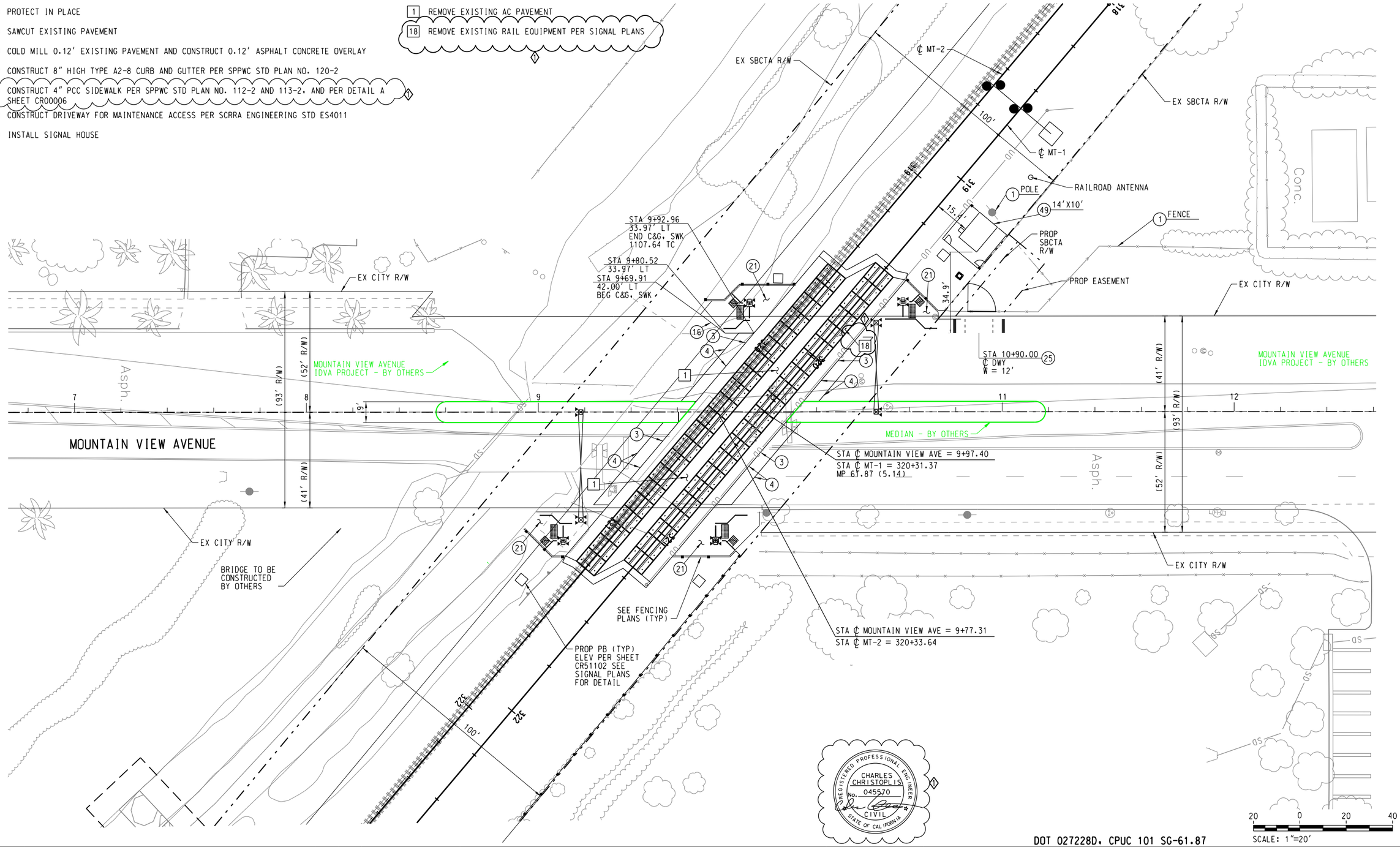
(25) CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011

(49) INSTALL SIGNAL HOUSE

CONSTRUCTION REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT

[18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS



CHARLES CHRISTOPLIS
No. 045570
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

DOT 027228D, CPUC 101 SG-61.87

REV.	DATE		BY	SUB.	APP.
1	08-28-18	ADDENDUM 1	EA		CC

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

JIANHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
MOUNTAIN VIEW AVENUE – MP 61.87 (5.14)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR51101
REVISION
SHEET NO. 406 OF 2425
SCALE 1"=20'

8/23/2018 12:00:51 PM
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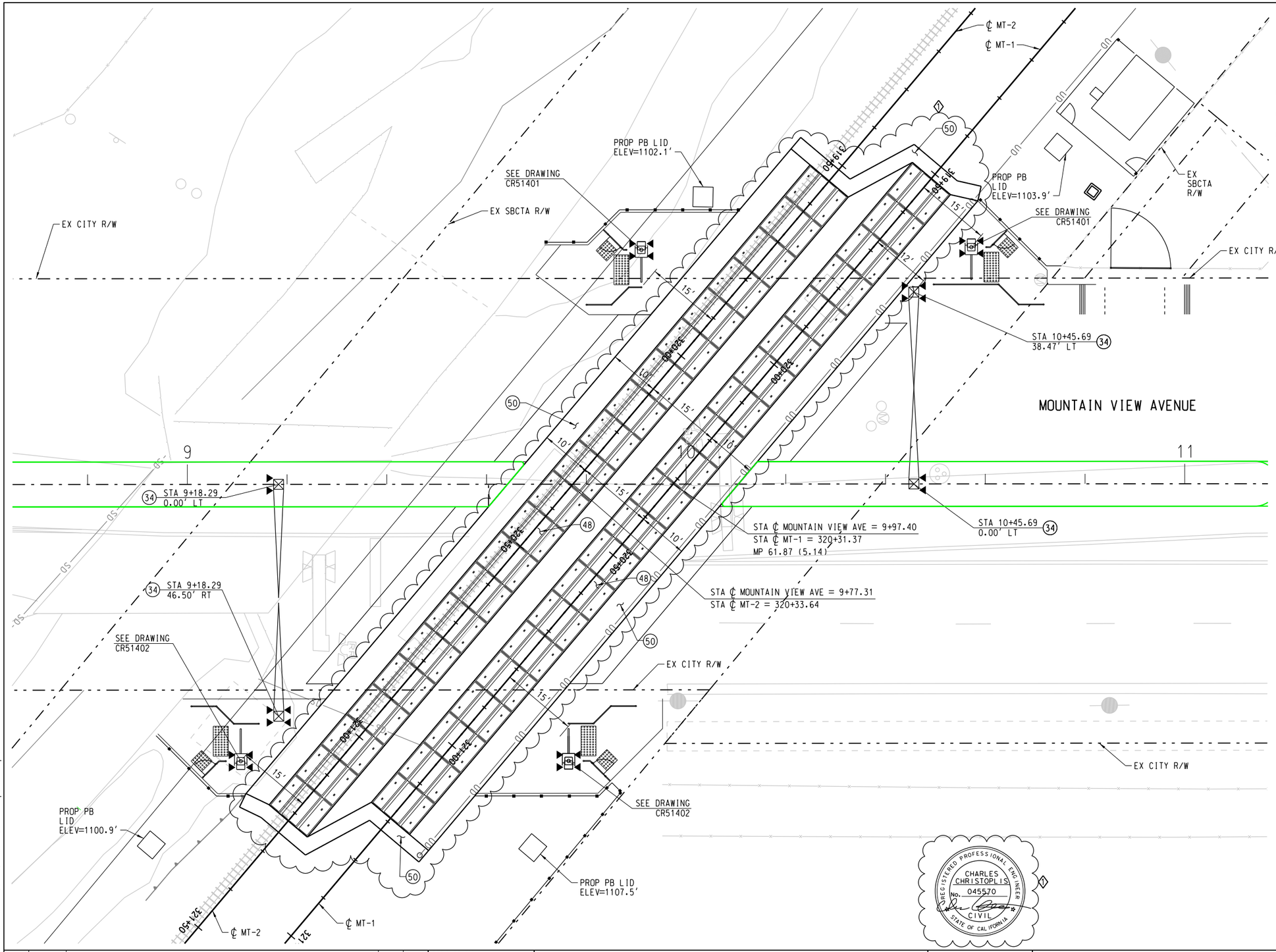

CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300

(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS

(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

1

N

10 0 10 20

SCALE: 1"=10'

REV.	DATE		BY	SUB.	APP.
1	08-28-18	ADDENDUM 1	EA		CC

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
MOUNTAIN VIEW AVENUE – MP 61.87 (5.14)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR51102
REVISION
SHEET NO. 407 OF 2425
SCALE 1"=10'

8/23/2018 12:05:38 PM
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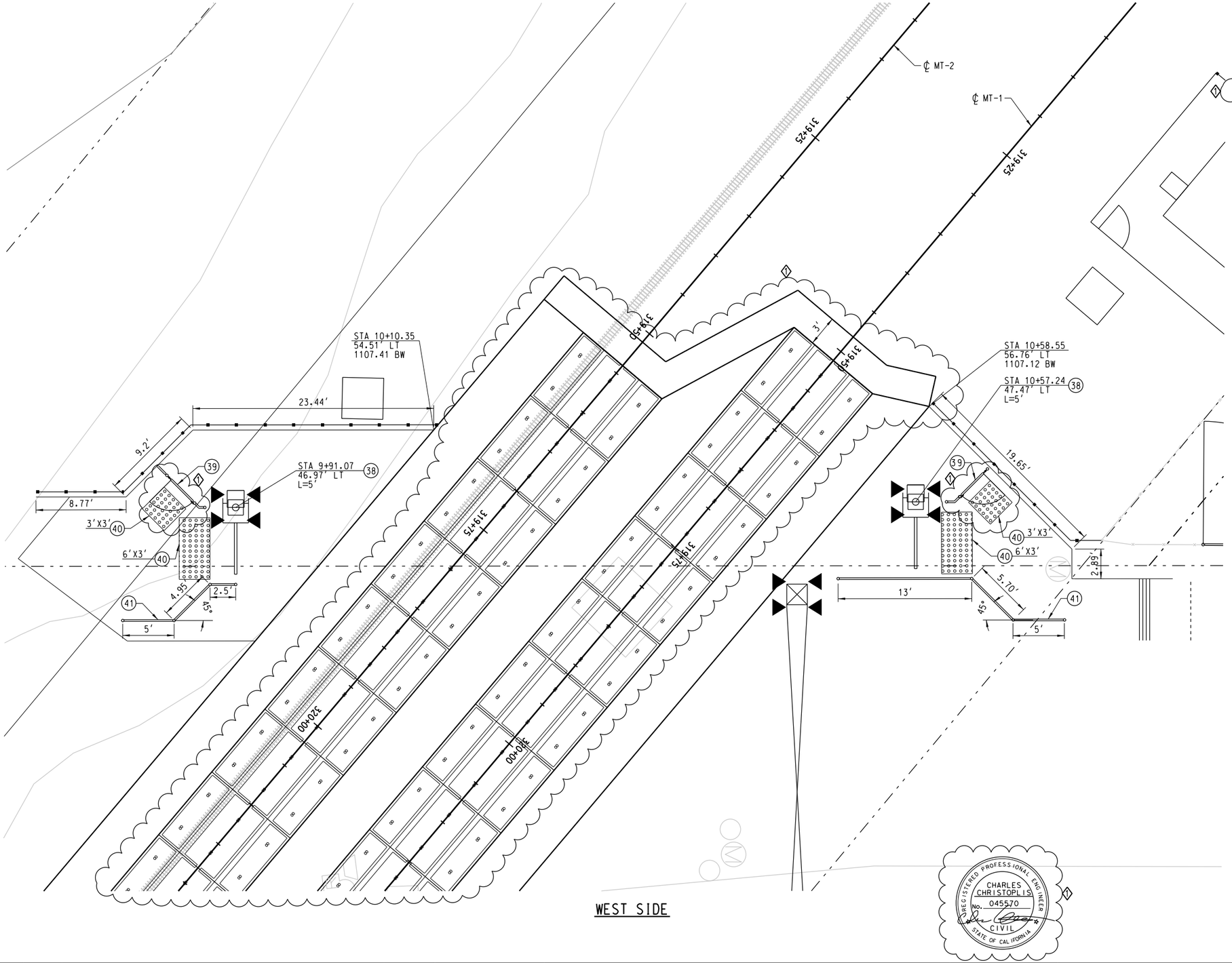

CONSTRUCTION NOTES:

38. INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
39. INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN AND AS MODIFIED BY NOTE 3.
40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
41. INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.
3. BEGIN/END PEDESTRIAN SWING GATE ASSEMBLY/ ACCOMPANYING HAND RAILINGS AT 3 FEET FROM CENTER OF PEDESTRIAN GATE ARM POLE, UNLESS NOTED OTHERWISE.

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

N

5 0 5 10

SCALE: 1"=5'-0"

REV.	DATE		BY	SUB.	APP.
1	08-28-18	ADDENDUM 1	EA		CC

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
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Riverside, CA 92501-2110
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REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
MOUNTAIN VIEW AVENUE – MP 61.87 (5.14)
GRADE CROSSING DETAILS (SHEET 1 OF 2)

CONTRACT NO. 17-1001705
DRAWING NO. CR51401
REVISION
SHEET NO. 408 OF 2425
SCALE 1"=5'

8/23/2018 12:05:55 PM
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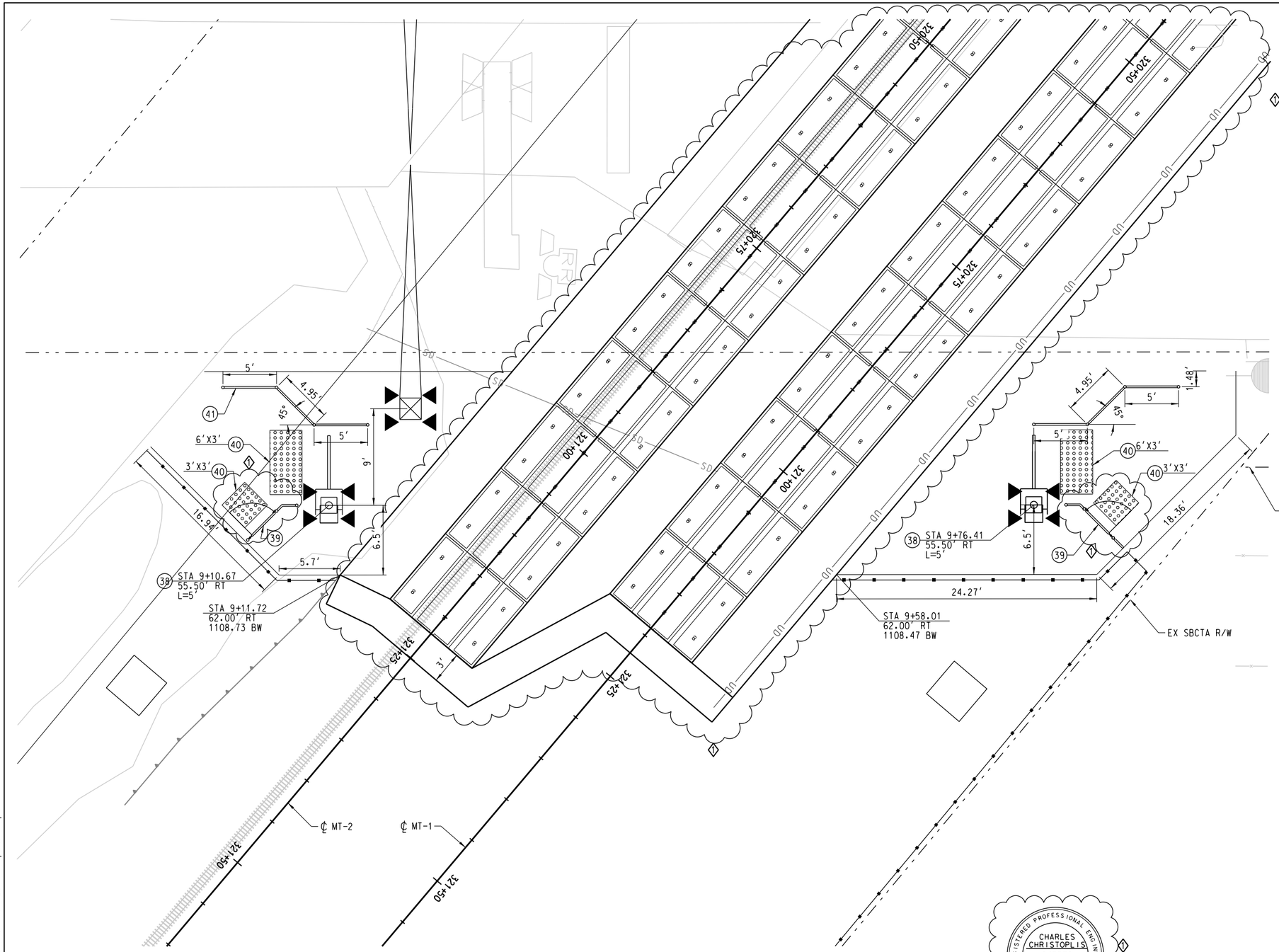

CONSTRUCTION NOTES:

38. INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
39. INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN AND AS MODIFIED BY NOTE 3.
40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
41. INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.
3. BEGIN/END PEDESTRIAN SWING GATE ASSEMBLY/ ACCOMPANYING HAND RAILINGS AT 3 FEET FROM CENTER OF PEDESTRIAN GATE ARM POLE, UNLESS NOTED OTHERWISE.

EAST SIDE

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

N

5 0 5 10

SCALE: 1"=5'-0"

REV.	DATE		EA BY	CC SUB.	APP.
1	08-28-18	ADDENDUM 1			

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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REGISTERED PROFESSIONAL ENGINEER
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No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
MOUNTAIN VIEW AVENUE – MP 61.87 (5.14)
GRADE CROSSING DETAILS (SHEET 2 OF 2)

CONTRACT NO. 17-1001705
DRAWING NO. CR51402
REVISION
SHEET NO. 409 OF 2425
SCALE 1"=5'

8/23/2018 12:05:58 PM
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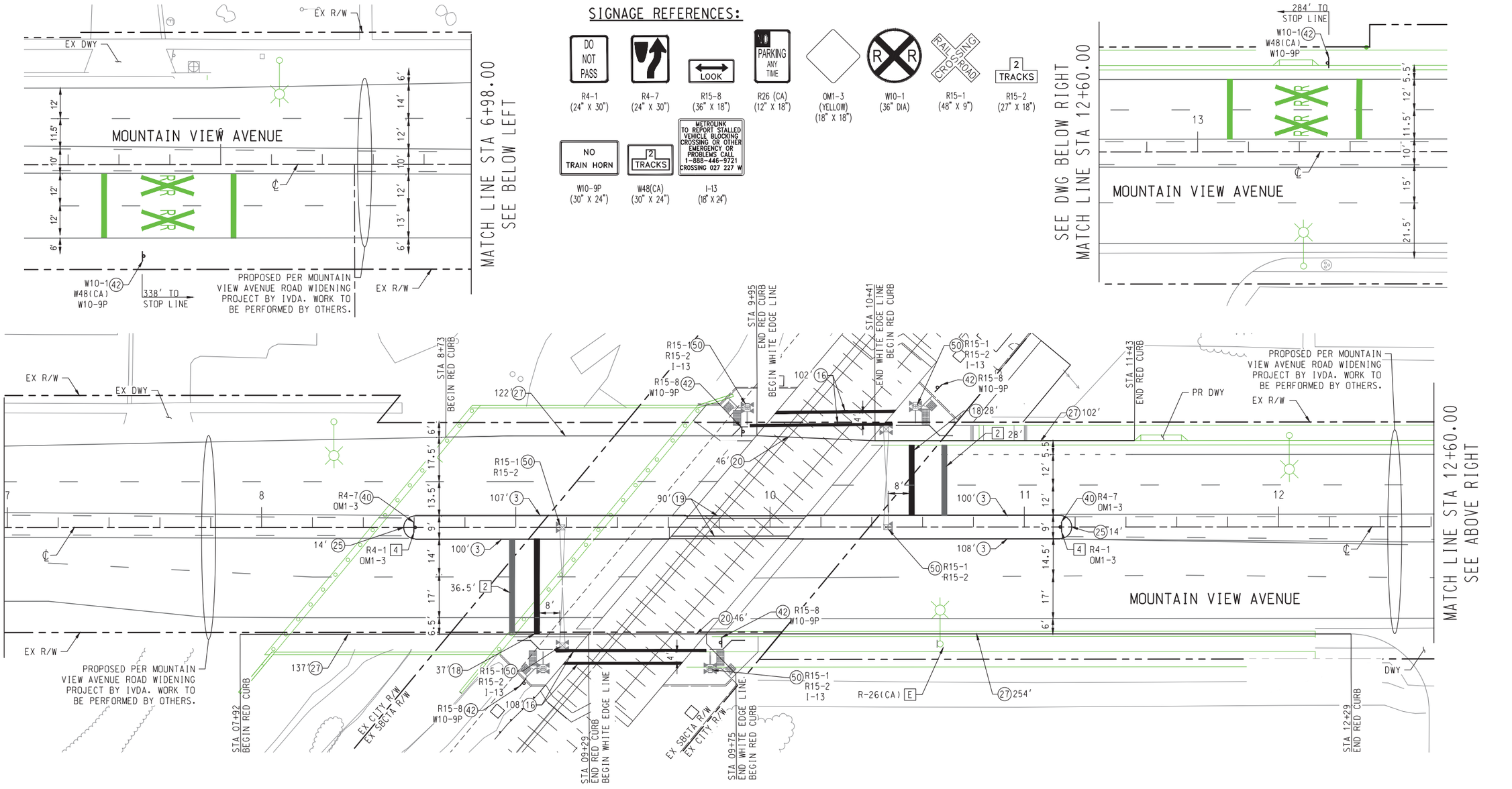

CONSTRUCTION NOTES:

(3) APPLY 6" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 6" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 6" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
(27) PAINT CURB RED.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.

REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING BY GRINDING AND APPLYING SLURRY PATCH.
[4] REMOVE EXISTING SIGN AND POST.
[E] EXISTING TO REMAIN.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

GENERAL NOTES:

POSTED SPEED LIMIT ON MOUNTAIN VIEW AVE IS 45 MPH.

N
20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER — NICHOLAS M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
MOUNTAIN VIEW AVENUE - MP 61.87 (5.14)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR51501
REVISION
SHEET NO.
SCALE HORIZ 1"=20'

04/30/2018 2:48 PM christian lombarth
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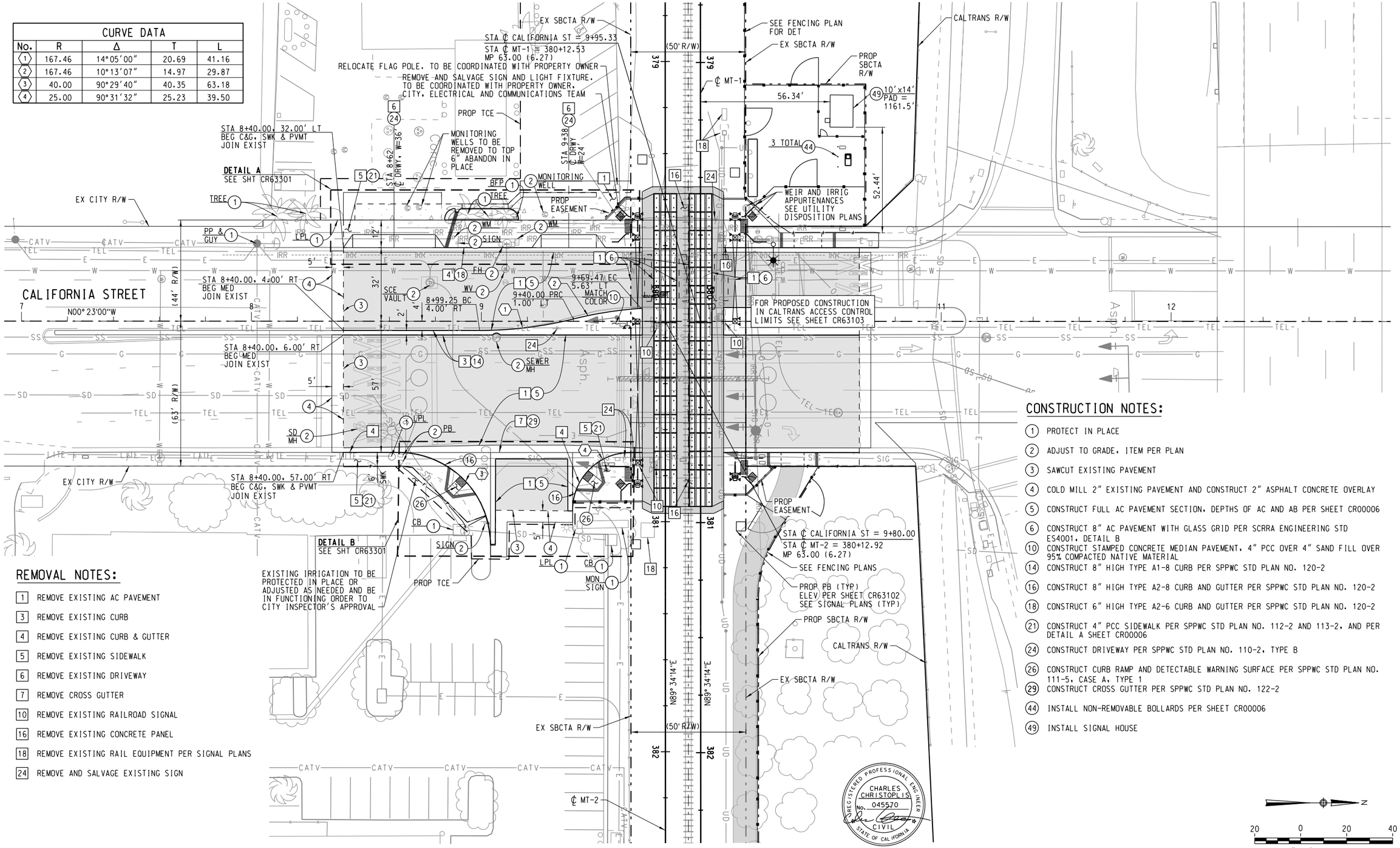
2	167.46	10°13'07"	14.97	29.87
3	40.00	90°29'40"	40.35	63.18
4	25.00	90°31'32"	25.23	39.50



REMOVAL NOTES:

- [1] REMOVE EXISTING AC PAVEMENT
- [3] REMOVE EXISTING CURB
- [4] REMOVE EXISTING CURB & GUTTER
- [5] REMOVE EXISTING SIDEWALK
- [6] REMOVE EXISTING DRIVEWAY
- [7] REMOVE CROSS GUTTER
- [10] REMOVE EXISTING RAILROAD SIGNAL
- [16] REMOVE EXISTING CONCRETE PANEL
- [18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
- [24] REMOVE AND SALVAGE EXISTING SIGN

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
6. CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
18. CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
26. CONSTRUCT CURB RAMP AND DETECTABLE WARNING SURFACE PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
29. CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN NO. 122-2
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

N
20 0 20 40
SCALE: 1"=20'

DOT 027231L, CPUC 101 SG-63.00

REV.	DATE		BY	APP.
0	02-06-19	CONFORMED	TJ	SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
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(951) 320-7300

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JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CALIFORNIA STREET – MP 63.00 (6.27)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR63101
REVISION
SHEET NO.
SCALE 1"=20'

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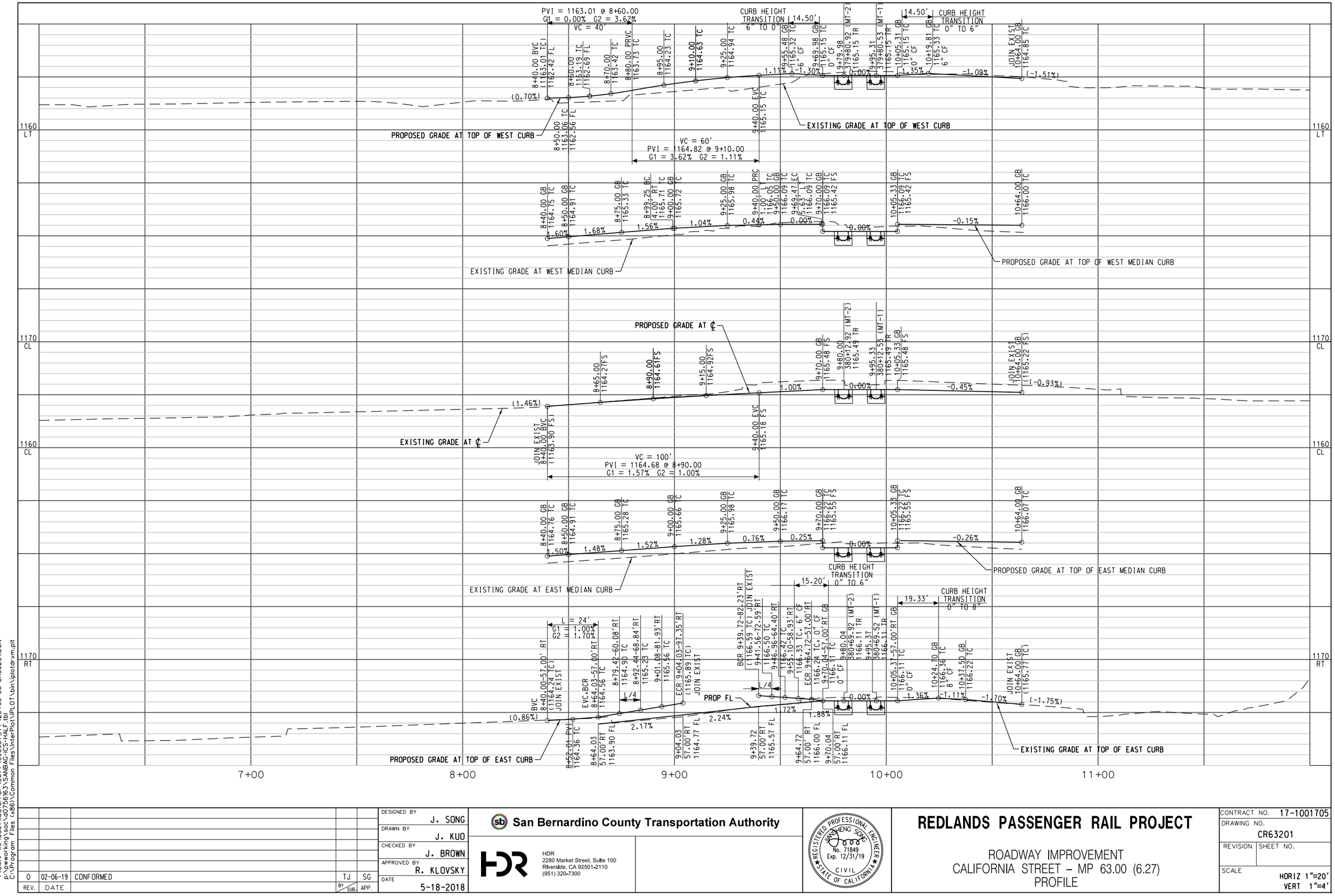

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REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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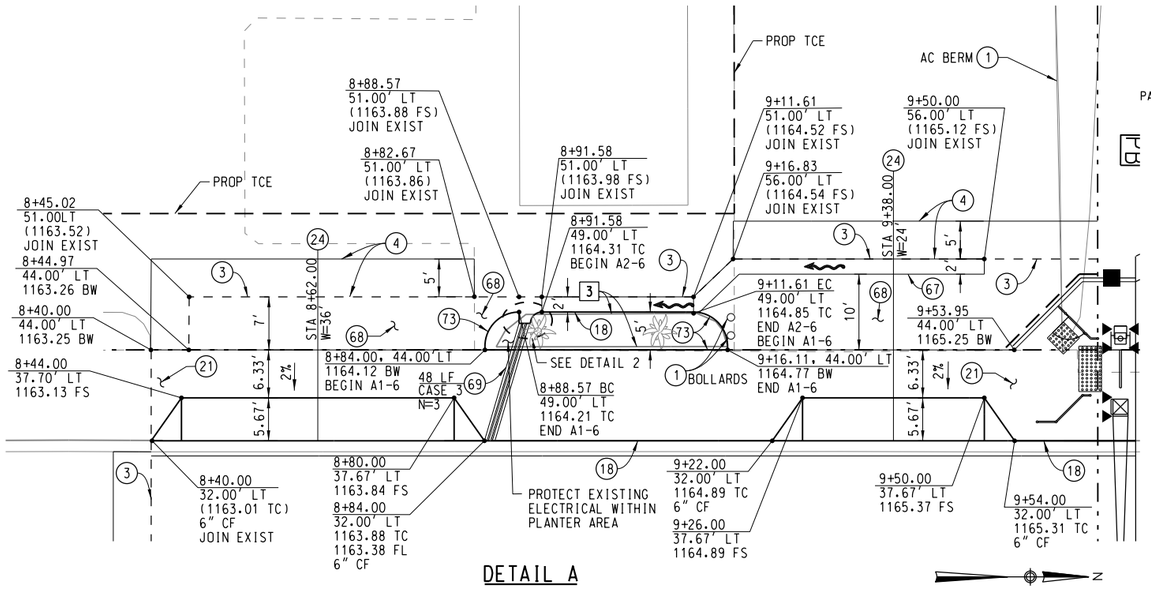
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER JIANSHENG SONG No. 71849 Exp. 12/31/19 CIVIL STATE OF CALIFORNIA

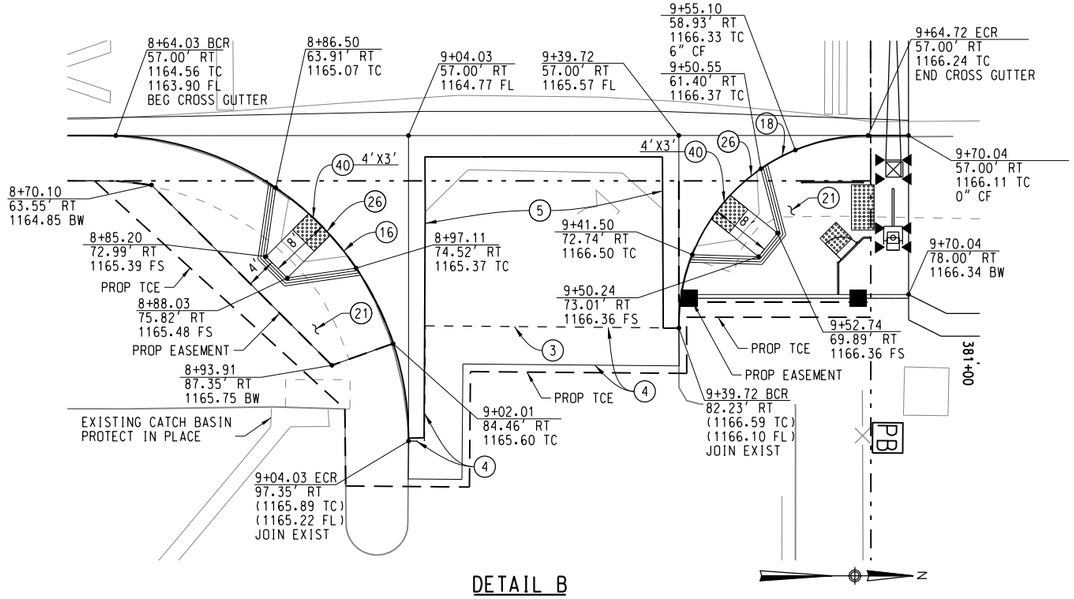
REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CALIFORNIA STREET – MP 63.00 (6.27)
PROFILE

CONTRACT NO. 17-1001705
DRAWING NO. CR63201
REVISION | SHEET NO.
SCALE HORIZ 1"=20' VERT 1"=4'



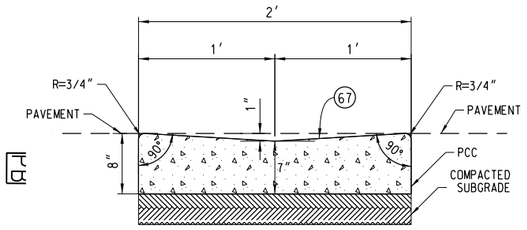
DETAIL A



DETAIL B

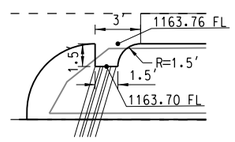
CONSTRUCTION REMOVAL NOTES:

3 REMOVE EXISTING CURB



2' PCC RIBBON GUTTER (1 CR63301)

NOT TO SCALE

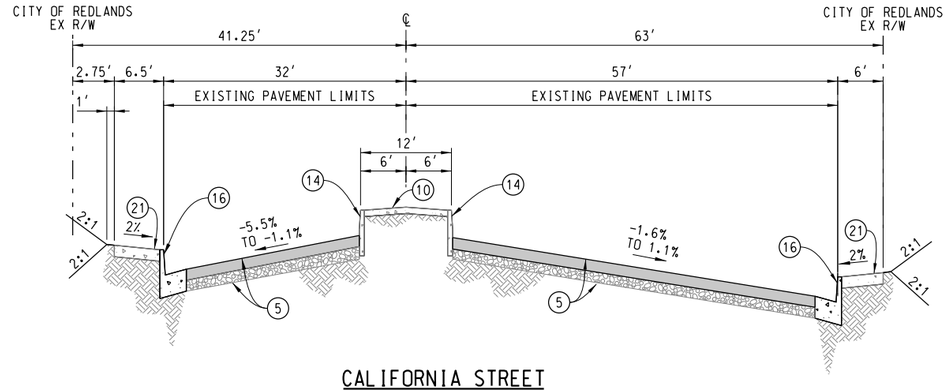


DETAIL 2 (2 CR63301)

NTS

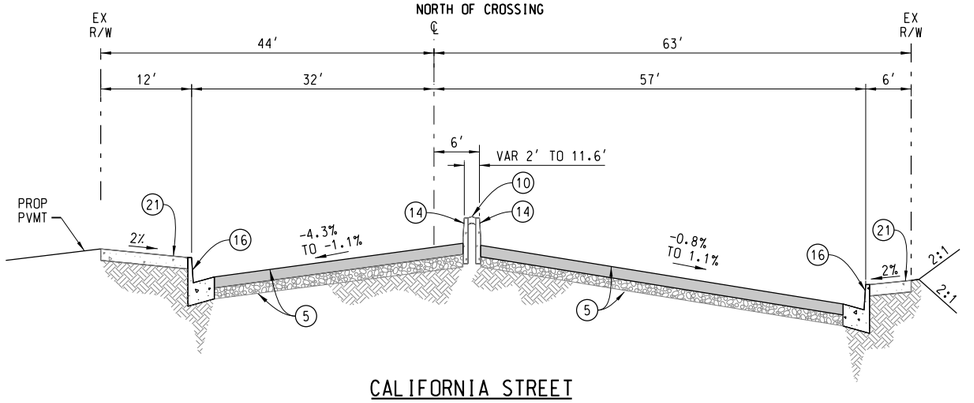
CONSTRUCTION NOTES:

1. PROTECT IN PLACE
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
18. CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
26. CONSTRUCT CURB RAMP AND DETECTABLE WARNING SURFACE PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
67. CONSTRUCT 2' PCC RIBBON GUTTER PER DETAIL ON SHEET CR63301
68. CONSTRUCT 6" PCC PAVEMENT
69. INSTALL CURB DRAIN PER SPPWC STD PLAN NO.150-3, CASE PER PLAN
73. CONSTRUCT 6" HIGH TYPE A1-6 CURB PER SPPWC STD PLAN NO. 120-2



CALIFORNIA STREET

NORTH OF CROSSING



CALIFORNIA STREET

SOUTH OF CROSSING

NTS

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
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DATE 5-18-2018

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STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENTS
CALIFORNIA STREET – MP 63.00 (6.27)
TYPICAL SECTION & CONSTRUCTION DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR63301
REVISION | SHEET NO.
SCALE 1"=10'

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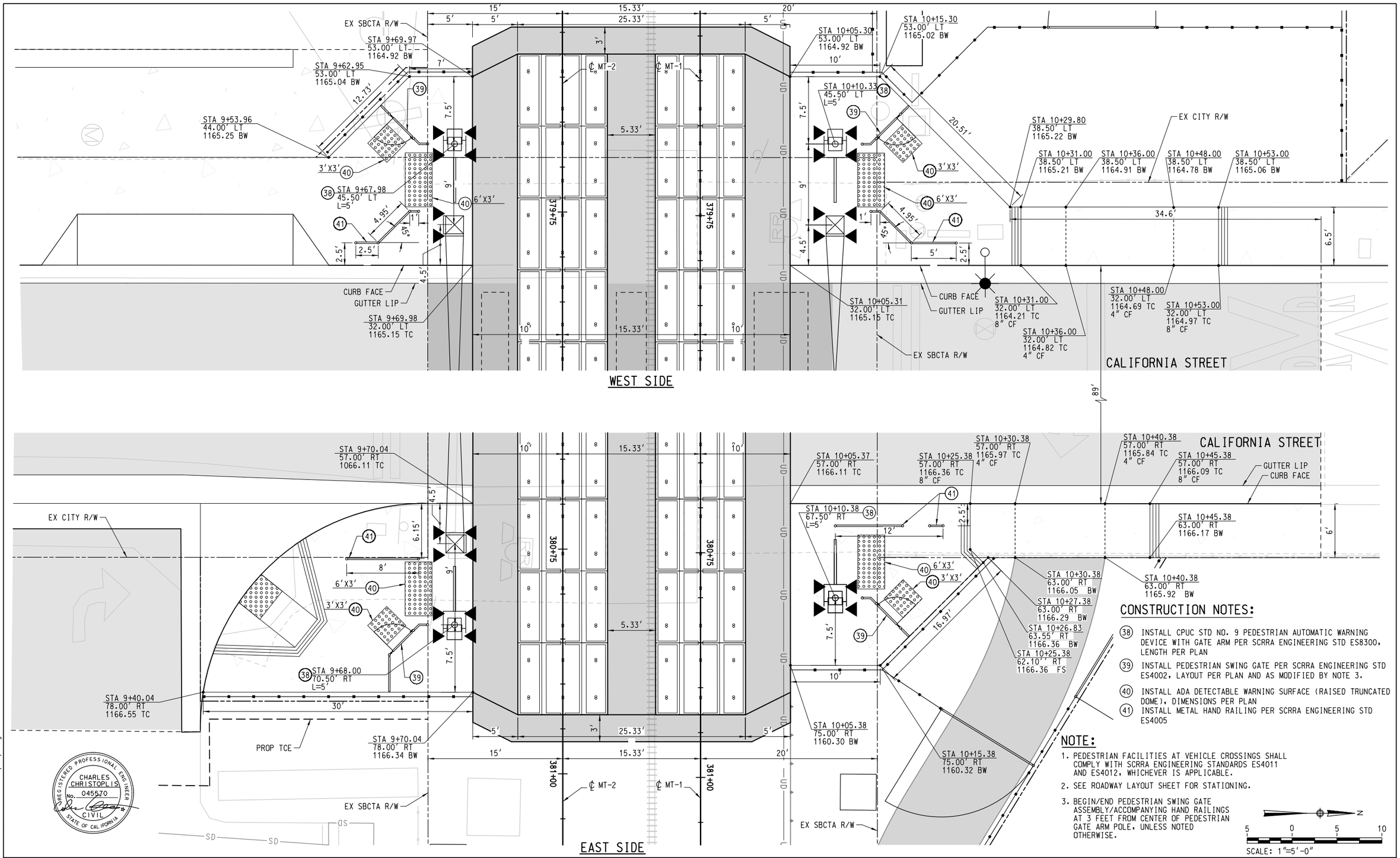

CONSTRUCTION NOTES:

38. INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
39. INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN AND AS MODIFIED BY NOTE 3.
40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
41. INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.
3. BEGIN/END PEDESTRIAN SWING GATE ASSEMBLY/ACCOMPANYING HAND RAILINGS AT 3 FEET FROM CENTER OF PEDESTRIAN GATE ARM POLE, UNLESS NOTED OTHERWISE.

SCALE: 1"=5'-0"

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CALIFORNIA STREET – MP 63.00 (6.27)
GRADE CROSSING DETAIL

CONTRACT NO. 17-1001705
DRAWING NO. CR63401
REVISION | SHEET NO.
SCALE 1"=5'

2/4/2019 1:43:24 PM TJACQUES
pw:\\pwappsac01\California_Sacramento\Documents\SANBAG\SANBAG_RPRP_Final_Design\SANBAG_RPRP_Final_Design\6.0_CAD_BNW\6.2_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions\Sheet Files - Construction Revisions\06a_CR63401.dgn
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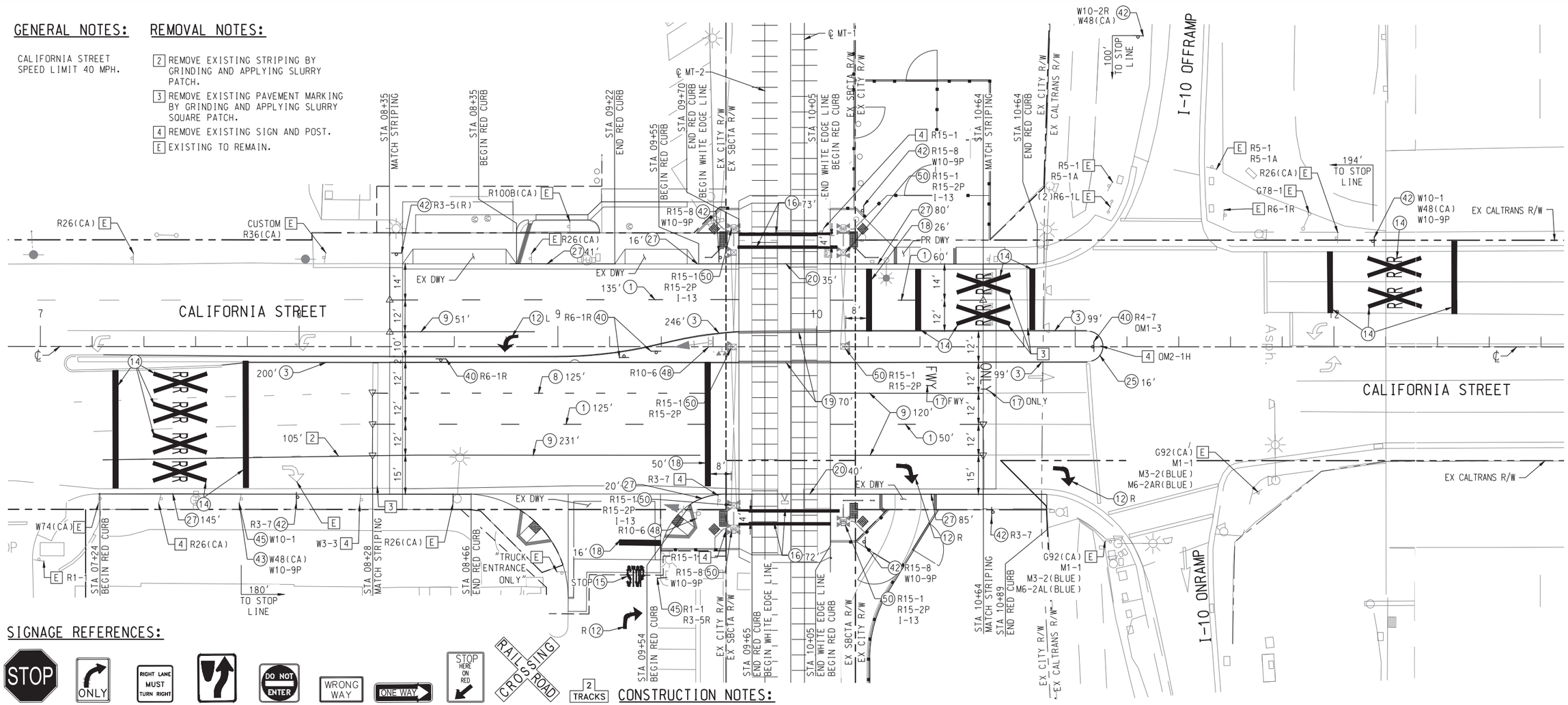
GENERAL NOTES:

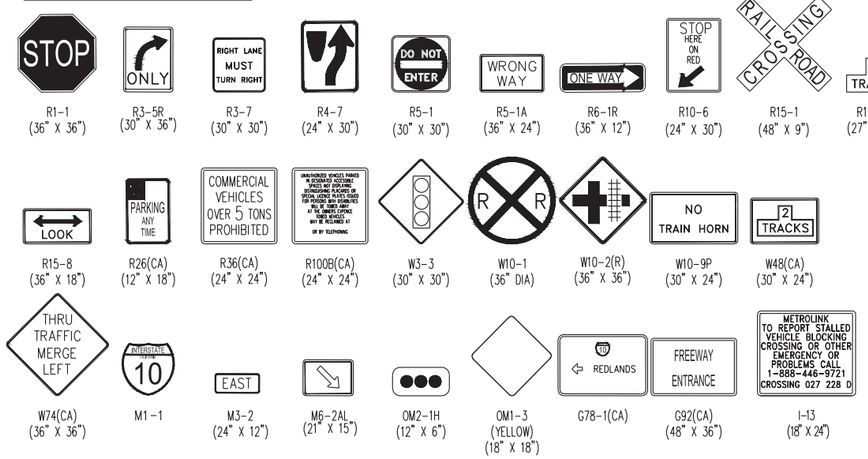
CALIFORNIA STREET
SPEED LIMIT 40 MPH.

REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING BY GRINDING AND APPLYING SLURRY PATCH.
[3] REMOVE EXISTING PAVEMENT MARKING BY GRINDING AND APPLYING SLURRY SQUARE PATCH.
[4] REMOVE EXISTING SIGN AND POST.
[E] EXISTING TO REMAIN.



SIGNAGE REFERENCES:



R1-1 (36" X 36") · R3-5R (30" X 36") · R3-7 (30" X 30") · R4-7 (24" X 30") · R5-1 (30" X 30") · R5-1A (36" X 24") · R6-1R (36" X 12") · R10-6 (24" X 30") · R15-1 (48" X 9") · R15-2P (27" X 18")

R15-8 (36" X 18") · R26(CA) (12" X 18") · R36(CA) (24" X 24") · R100B(CA) (24" X 24") · W3-3 (30" X 30") · W10-1 (36" DIA) · W10-2(R) (36" X 36") · W10-9P (30" X 24") · W48(CA) (30" X 24")

W74(CA) (36" X 36") · M1-1 · M3-2 (24" X 12") · M6-2AL (21" X 15") · OM2-1H (12" X 6") · OM1-3 (YELLOW) (18" X 18") · G78-1(CA) · G92(CA) (48" X 36") · I-13 (18" X 24")

CONSTRUCTION NOTES:

(1) APPLY 6" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
(3) APPLY 6" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(8) APPLY 8" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20C DETAIL 37B.
(9) APPLY 8" WHITE CHANNELIZING LINE WITH REFLECTIVE AND RPMS PER CALTRANS 2015 STD PLAN A20D, DETAIL 38.
(12) APPLY THERMOPLASTIC TYPE IV ARROW AS NOTED ON PLAN PER CALTRANS 2015 STD PLAN A24A.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(15) APPLY THERMOPLASTIC PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24D.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(17) APPLY THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER CALTRANS 2015 STD PLANS A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 6" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 6" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
(27) PAINT CURB RED.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(43) INSTALL SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(45) REPLACE SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(48) FOR SIGN MOUNTED ON TRAFFIC SIGNAL POLE, SEE TRAFFIC SIGNAL PLAN SET.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB	APP.
0	02-06-19	CONFORMED	BS		CL

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 2-6-2019

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APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER — NICHOLAS M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CALIFORNIA STREET - MP 63.00 (6.27)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR63501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

02/6/2019 2:48 PM brandon schlueter
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*CONDUCTOR SCHEDULE

AWG OR CABLE SIZE	POLE OR CIRCUIT	CONDUIT RUNS 1	2	3	4	5	6	7	8	9	10	11	12	13
3 CSC	POLE A	1/1	1/1	1/1	1/1	1/1								1/1
	POLE B	ø1,ø6				1/1								1/1
	POLE C	ø6P,ø6PPB				1/1								1/1
	POLE D	ø1,ø2P										1/1		1/1
	POLE E	ø4,ø2PPB											1/1	1/1
	POLE F	ø4,ø2P,ø2PPB						1/1					1/1	1/1
12 CSC	POLE G	ø2/OLA					1/1							1/1
	POLE H	ø5/OLB									1			1
	POLE I	ø5/OLB							1	1	1			1
	POLE J	ø5/OLB								1	1			1
TOTAL 3 CSC / 12 CSC CABLES		1/1	1/1	1/1	–/–	3/3	–/1	1/1	–/1	1/2	3/1	1/2	6/10	
#10	SAFETY LIGHTING	–	–	–	–	2	2	–	–	–	2	–	2	4
#8	GROUND	1	1	1	–	1	1	1	1	1	1	1	1	2
#6	SERVICE	–	–	–	–	–	–	–	–	–	–	–	–	–
TYPE B DLC	ø1	1	1	1		1								1
	ø2/OLA											3		3
	ø4		2		3							3		3
	ø5/OLB									3	6			6
	ø6	6	6	6		6								6
	TOTAL DLCs	7	9	7	3	7	–	–	–	6	9	6	–	22
4#20 CONDUCTOR DLC (CAVDS ø5/OLB)										4	4			7
TRAFFIC SIGNAL INTERCONNECT (12PR#19)														1■
RAILROAD INTERCONNECT (12PR#14)						1●								1
CONDUIT SIZE (INCHES)		3"	3"	3"	2"	4"	2"	2"	3"	3"	4"	3"	3"	2–4"
CONDUIT FILL (%)		16%	18%	16%	7%	22%	18%	20%	7%	27%	21%	28%	18%	34%

*(●) = NEW
(■) = REPULL
NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

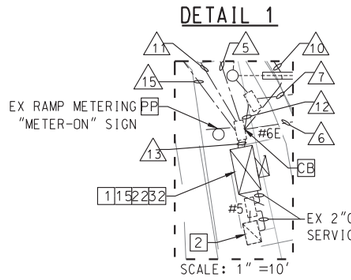
CONDUIT NOTES:

RUN	CONDUIT AND CABLE DESCRIPTION	% FILL
14	NEW 3"C, 12PR#14 RRIC	4%
15	EX 2"C, 12PR#19 TSIC	9%
16	ABEX 2"C, RC6-DLC	0%
17	ABEX 2"C, RR12PR#19 TSIC	0%
18	ABEX 2"C, RC6-DLC	0%
19	NEW 3"C, RR12PR#19 TSIC, 8-4C DLC	13%
20	ABEX 2"C, RC3-DLC	0%
21	ABEX 2"C, RR12PR#19 TSIC	0%
22	NEW 2"C, RR12PR#19 TSIC	9%
23	NEW 2"C, 2-DLC	4%
24	EX 2"C, 12PR#19 TSIC	9%
25	NEW 3"C, 4-4C DLC	9%
26	NEW 3"C, 3-4C DLC	7%
27	NEW 3"C, 3-4#20C DLC	7%

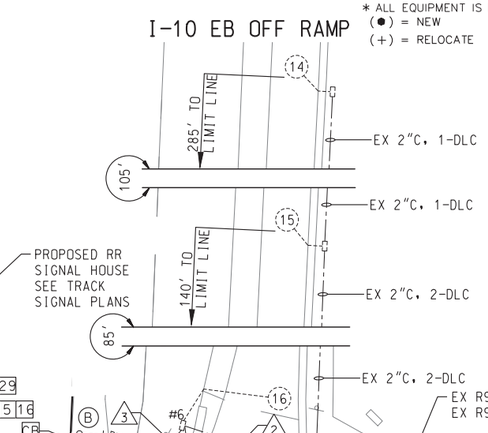
SIGNAGE REFERENCES:

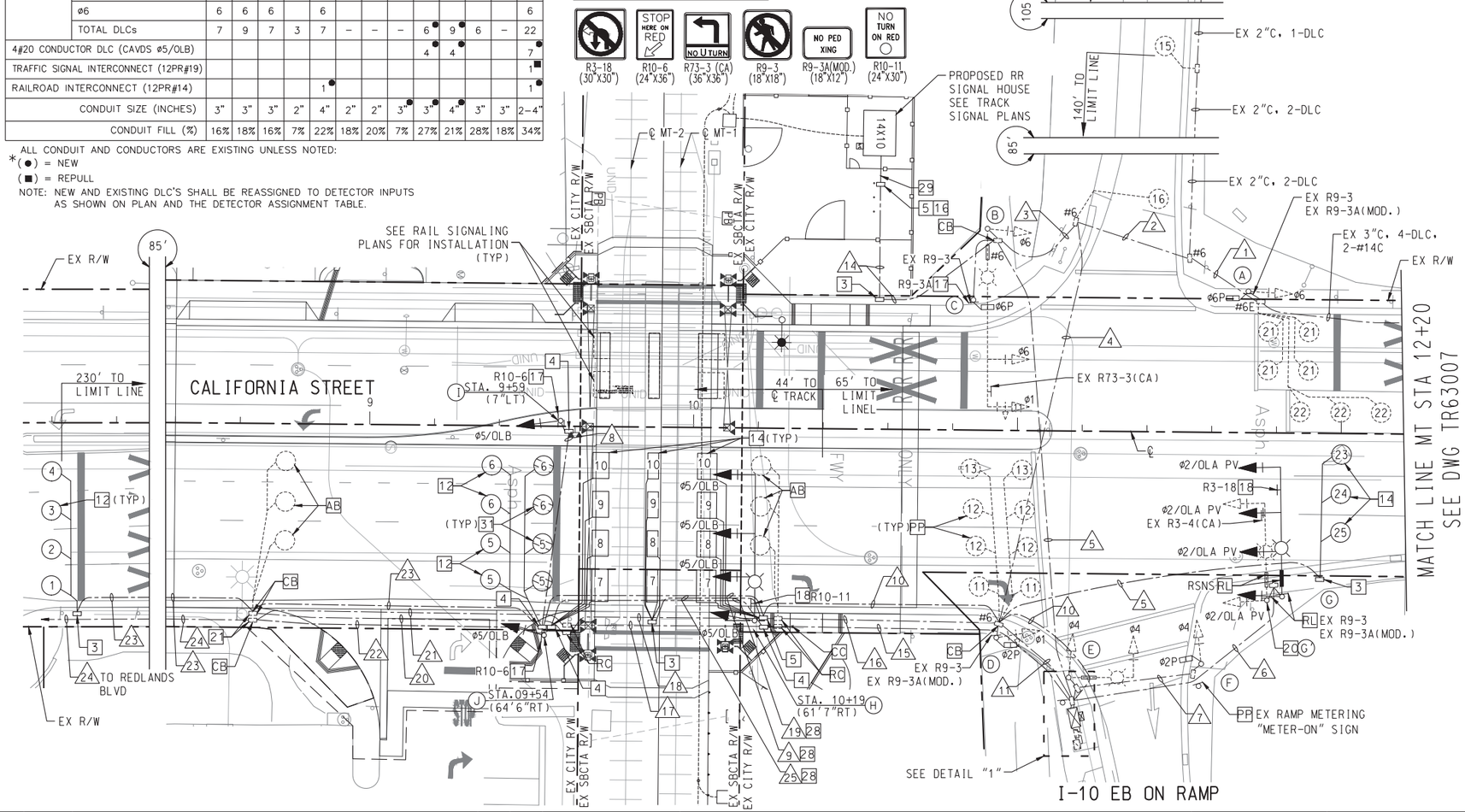
R3-18 (30"X30") · R10-6 (24"X36") · R73-3 (CA) (36"X36") · R9-3 (18"X18") · R9-3A(MOD.) (18"X12") · R10-11 (24"X30")

DETAIL 1



I-10 EB OFF RAMP





*POLE AND EQUIPMENT SCHEDULE

No.	STANDARD TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	LED LUMINAIRE	SIG MTG VEHICLE		PED	PPB PHASE	POLE LOCATION A	B	RSNS	REMARKS
(A)	1–A	10'	–	–	–	–	TV–1–T	SP–1–T	ø6	EXISTING		–	–
(B)	61–5–100	30'	60'	15'	137W	2–MAS	SV–1–T	–	–	EXISTING		◄RTE 10 EAST	–
(C)	1–A	7'	–	–	–	–	–	SP–1–T	ø6	EXISTING		–	–
(D)	1–A	10'	–	–	–	–	TV–1–T	SP–1–T	–	EXISTING		–	–
(E)	17–2–100	30'	20'	15'	137W	1–MAS	SV–1–T	–	ø2	EXISTING		California St	–
(F)	1–A	10'	–	–	–	–	TV–1–T	SP–1–T	ø2	EXISTING		–	–
(G)	29–5–100	30'	40'	15'	137W	3–MAS	SV–1–T	–	–	–15'	6'3"	RTE 10 EAST►	+F=14', F2=12'
(H)	29–5–100	30'	55'	15'	137W	3–MAS	SV–1–T	–	–	SEE PLANS		–	F=18', F2=18'
(I)	1–A	7'	–	–	–	–	TV–1–T	–	–	SEE PLANS		–	VEHICLE HEAD BOTTOM 4'6"
(J)	15TS	30'	–	15'	137W	–	SV–1–T	–	–	6'6"	13'1"	–	–

NOTE: CONSTRUCT POLE STANDARDS TO CALTRANS 2015 STANDARDS. CONTRACTOR SHALL SUBMIT MATERIAL CUT SHEETS PRIOR TO ORDERING OF MATERIAL. POTHOLE ALL POLE LOCATIONS PRIOR TO ORDERING POLES.
* ALL EQUIPMENT IS EXISTING UNLESS NOTED:
(●) = NEW
(+) = RELOCATE

CALIFORNIA ST POSTED SPEED = 40 MPH

EXISTING POLES TO BE RS

(G)	19–3–80

CONSTRUCTION NOTES:

1 EXISTING TYPE 2070E CONTROLLER IN EXISTING TYPE 332 CABINET WITH EXISTING SIDE MOUNTED BBS CABINET. PROTECT IN PLACE. FURNISH AND INSTALL THE FOLLOWING EQUIPMENT IN CONTROLLER CABINET:
NEW (3) 252 AC ISOLATOR CARDS PER CALTRANS STANDARD PLANS ES–P1 AND ES–P2.
NEW McCAIN RAILROAD INTERFACE PANEL. TERMINATE RRIC.
NEW DYMEC KY–3170EMX–10 PORT GIGABIT ETHERNET SWITCH
NEW SIERRA WIRELESS AIRLINK MG90 ROUTER
NEW MODEL 2070–7G MODULE WITH WIRELESS MODEM ANTENNA AND GPS CABLE
NEW RENO A&E MODEL U–1400 VEHICLE DETECTOR UNITS WITH MODEL 805–8–S HARNESS AS NEEDED
NEW RENO A&E MODEL C–1000 VEHICLE DETECTOR UNITS AS NEEDED

2 EXISTING TYPE III SERVICE CABINET. PROTECT IN PLACE.

3 FURNISH AND INSTALL NEW #5 PULL BOX WITH TAMPER PROOF LID.

4 FURNISH AND INSTALL NEW #6 PULL BOX WITH TAMPER PROOF LID.

5 FURNISH AND INSTALL NEW #6E PULL BOX WITH TAMPER PROOF LID.

12 FURNISH AND INSTALL NEW 6' DIAMETER TYPE E LOOP DETECTOR PER CALTRANS REVISED STD. PLAN RSP ES–5B.

14 FURNISH AND INSTALL 4–WIRE WITH HEALTH PREFORMED LOOP DETECTOR.

15 TERMINATE 12PR#14 RAILROAD INTERCONNECT CABLE.

16 COIL 150' OF 12PR#14 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX. CONTRACTOR TO COMPLETE INSTALLATION.

17 FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL POLE AS SHOWN ON PLAN.

18 FURNISH AND INSTALL REGULATORY SIGN ON TRAFFIC SIGNAL MAST ARM AS SHOWN ON PLAN.

20 RS EXISTING TRAFFIC SIGNAL STANDARD. DEMO POLE FOUNDATION 36" BELOW FINISH GRADE

21 ADJUST EXISTING PULL BOX TO FINISH GRADE.

22 CONTRACTOR TO DISCONNECT EXISTING 12PR#19 TSIC CABLE, PULL BACK AND COIL EXISTING CABLE PAST EXTENTS OF CIVIL IMPROVEMENTS, ABANDON EXISTING CONDUIT AND RE–ROUTE THROUGH NEW CONDUIT TO CONTROLLER CABINET AND TERMINATE CABLE.

28 FURNISH AND INSTALL STEEL CASING PER SCRRA STANDARD PLAN 5001 FOR CONDUIT CROSSING UNDER TRACKS.

29 CONTRACTOR TO COORDINATE WITH RAIL SIGNALING CONTRACTOR FOR INSTALLATION, TERMINATION, AND ACTIVATION OF RAILROAD INTERCONNECT CABLE.

31 FURNISH AND INSTALL NEW MODIFIED TYPE E LOOP DETECTOR PER DETAIL E ON DWG TR63007.

32 RS EXISTING RRIC EQUIPMENT FROM CONTROLLER CABINET AND RRIC CABLE FROM CONDUIT BETWEEN CONTROLLER CABINET AND SIGNAL BUNGALOW. ABANDON RRIC CONDUIT AND PULL BOXES.

HYBRID PRE-SIGNAL

SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	BS		CL

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 2-6-2019

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REGISTERED PROFESSIONAL ENGINEER — PETER M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
CALIFORNIA STREET AND I-10 EASTBOUND RAMPS (SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR63006
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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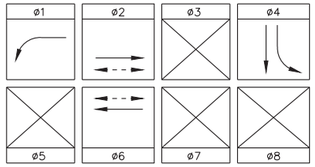
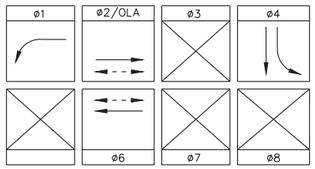
DETECTOR ASSIGNMENT

DETECTOR	PHASE	SLOT	FIELD TERMINAL
1	2 (5/OLB)	I2U	TB2 – 5&6
2	2 (5/OLB)	I2L	TB2 – 7&8
3	2 (5/OLB)	I3U	TB2 – 9&10
4	2 (5/OLB)	I3L	TB2 – 11&12
5	2 (5/OLB)	I4U	TB4 – 1&2
6	2 (5/OLB)	I5U	TB4 – 5&6
7	2 (5/OLB) CAVDS	I6U	TB4 – 9&10
8	2 (5/OLB) CAVDS	I6L	TB4 – 11&12
9	2 (5/OLB) CAVDS	I7U	TB6 – 1&2
10	2 (5/OLB) CAVDS	I7L	TB6 – 3&4
11	2 (2/OLA)	I8U	TB6 – 5&6
12	2 (2/OLA)	I9U	TB6 – 9&10
13	2 (2/OLA)	I9L	TB6 – 11&12
14	4	J1U	TB3 – 1&2
15	4	J2U	TB3 – 5&6
16	4	J2L	TB3 – 7&8
17	6	J3U	TB3 – 9&10
18	6	J3L	TB3 – 11&12
19	6	J4U	TB5 – 1&2
20	6	J5U	TB5 – 5&6
21	6	J6U	TB5 – 9&10
22	1	I1U	TB2 – 1&2
23	2 (5/OLB) CAVDS	J7U	TB6 – 1&2
24	2 (5/OLB) CAVDS	J7L	TB6 – 3&4
25	2 (5/OLB) CAVDS	J8U	TB7 – 5&6
PPB	2	I12U	TB8 – 4&6
PPB	6	I13U	TB8 – 7&9
FLASH SENSE	–	I14U	TB8 – 10&12

EXISTING PHASE DIAGRAM

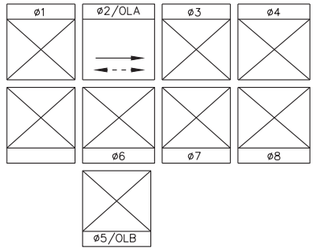


PROPOSED PHASE DIAGRAM

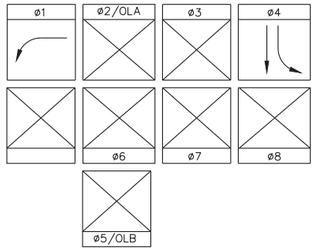


NOTE: PHASE 2/OLA SHALL TERMINATE SEQUENTIALLY FOLLOWING PHASE 5/OLB.

RAILROAD PREEMPTION TRACK CLEAR

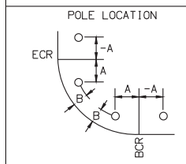


RAILROAD PREEMPTION LIMITED SERVICE



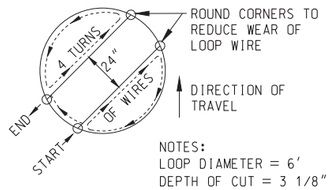
ADV = 32 SECONDS

POLE LOCATION DETAIL



EXACT LOCATION BY ENGINEER IN THE FIELD

DETAIL E



NOTES:
LOOP DIAMETER = 6'
DEPTH OF CUT = 3 1/8"

MODIFIED TYPE E FRONT DETECTOR FOR BICYCLES AND VEHICLES
N.T.S.

RAILROAD INTERCONNECT CIRCUITS:

TCR = ADVANCE PREEMPTION - TRANSFER ROW TO TRACK CLEARANCE GREEN INTERVAL

SUP = SUPERVISION - CHECKS THE INTEGRITY OF THE TCR CIRCUIT.

XR = CROSSING ACTIVE - INDICATES GRADE CROSSING WARNING SYSTEM IS ACTIVE.

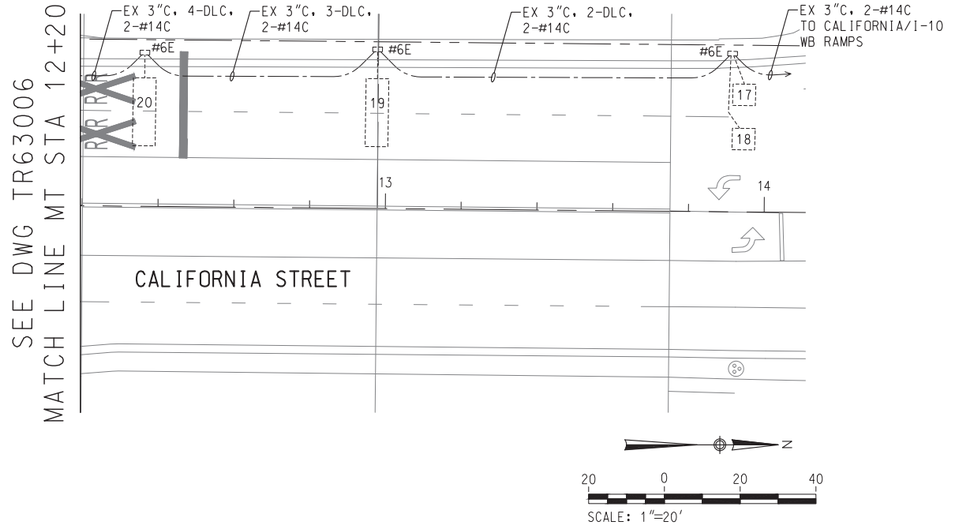
GD/ISL = GATE DOWN/ISLAND - EXTEND TRACK CLEARANCE GREEN INTERVAL UNTIL GD/ISL INPUT IS RECEIVED AND CROSSING AREA VEHICLE DETECTION IS NOT OCCUPIED.

HEALTH = INDICATES TO RAILROAD TRAFFIC SIGNAL IS IN HARDWARE FLASH OR THERE'S A POWER OUTAGE.

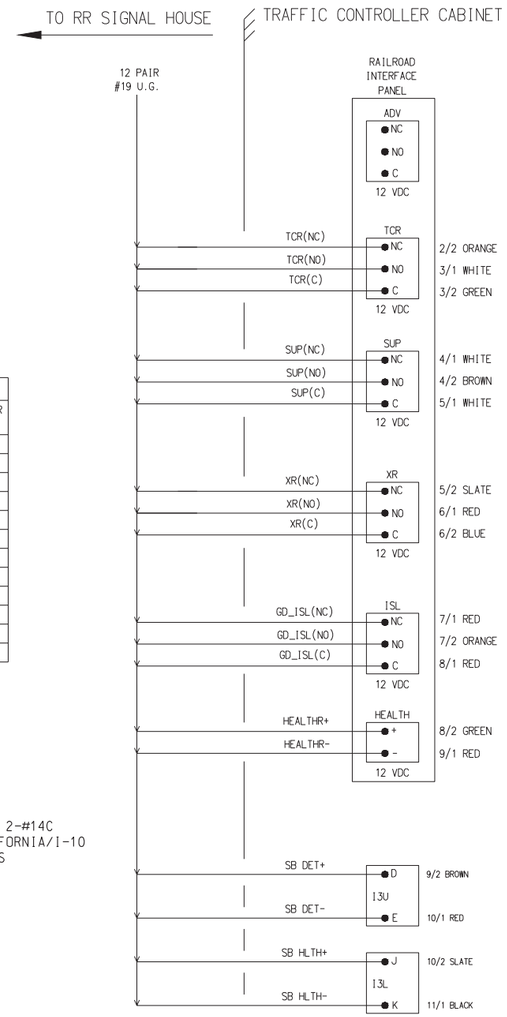
DET = EXIT GATE - CROSSING AREA VEHICLE DETECTION OCCUPANCY INFORMATION ONLY.

COLOR CODE CHART		
PAIR NO.	MAJOR COLOR (WIRE #1)	MINOR COLOR (WIRE #2)
#1	WHITE	BLUE
#2	WHITE	ORANGE
#3	WHITE	GREEN
#4	WHITE	BROWN
#5	WHITE	SLATE
#6	RED	BLUE
#7	RED	ORANGE
#8	RED	GREEN
#9	RED	BROWN
#10	RED	SLATE
#11	BLACK	BLUE
#12	BLACK	ORANGE

PAIR NO. 1/1 WIRE NO.



RAILROAD INTERCONNECT CIRCUIT DIAGRAM



REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

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APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER NICHOLAS M. MINICILLI NO. 74667 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN CALIFORNIA STREET AND I-10 EASTBOUND RAMPS (SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR63007
REVISION | SHEET NO.
SCALE NTS

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LINE/CURVE DATA				
No.	R	Δ	T	L
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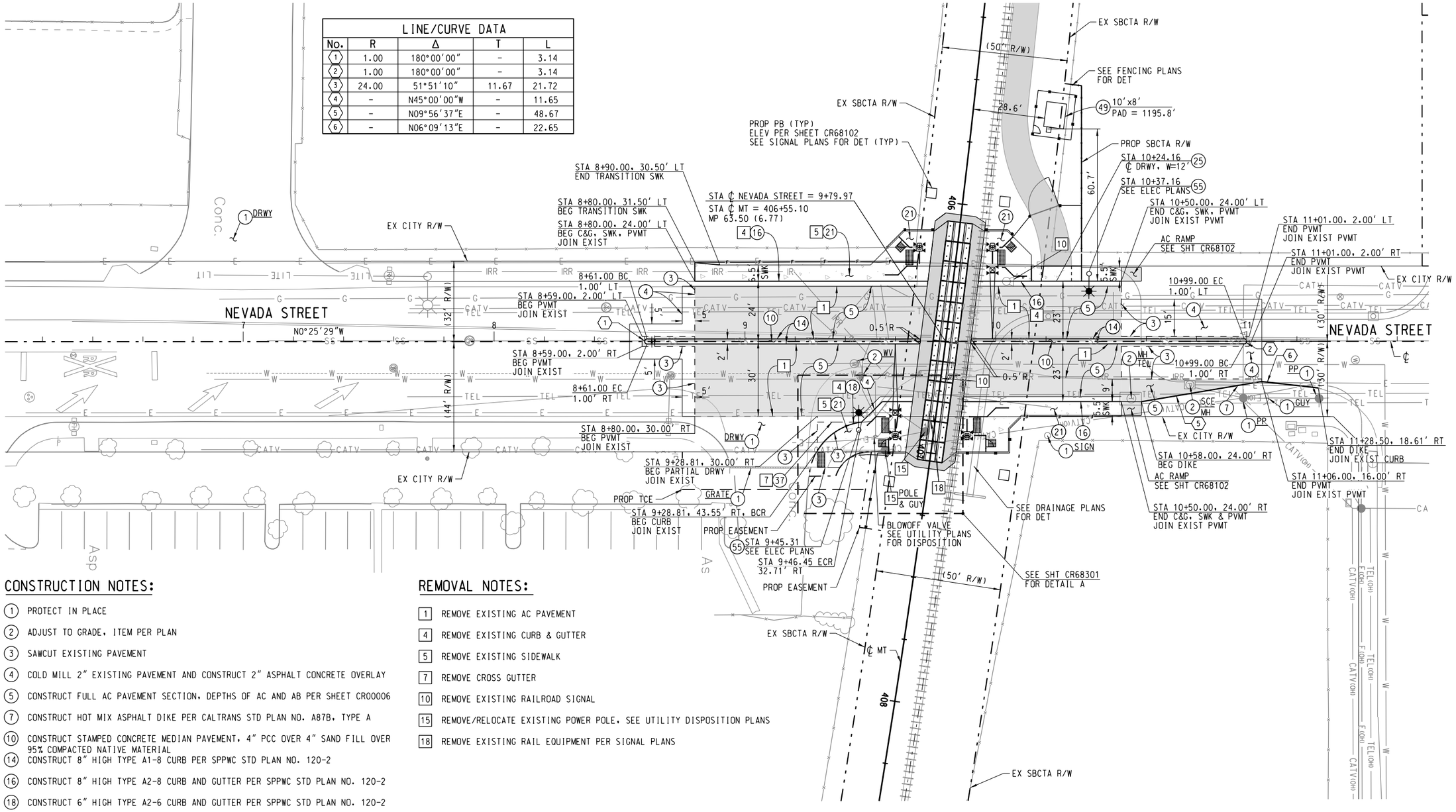
2	1.00	180°00'00"	-	3.14
3	24.00	51°51'10"	11.67	21.72
4	-	N45°00'00"W	-	11.65
5	-	N09°56'37"E	-	48.67
6	-	N06°09'13"E	-	22.65



CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(2) ADJUST TO GRADE, ITEM PER PLAN

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(7) CONSTRUCT HOT MIX ASPHALT DIKE PER CALTRANS STD PLAN NO. A87B, TYPE A

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(18) CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

(25) CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011

(37) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE C

(49) INSTALL SIGNAL HOUSE

(55) INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT

[4] REMOVE EXISTING CURB & GUTTER

[5] REMOVE EXISTING SIDEWALK

[7] REMOVE CROSS GUTTER

[10] REMOVE EXISTING RAILROAD SIGNAL

[15] REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS

[18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

CHARLES CHRISTOPLIS
No. 045570
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

20 0 20 40
SCALE: 1"=20'

DOT 027232T, CPUC 101 SG-63.50

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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(951) 320-7300

JIAN-HENG SONG
No. 71849
Exp. 12/31/19
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET – MP 63.50 (6.77)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR68101
REVISION | SHEET NO.
SCALE 1"=20'

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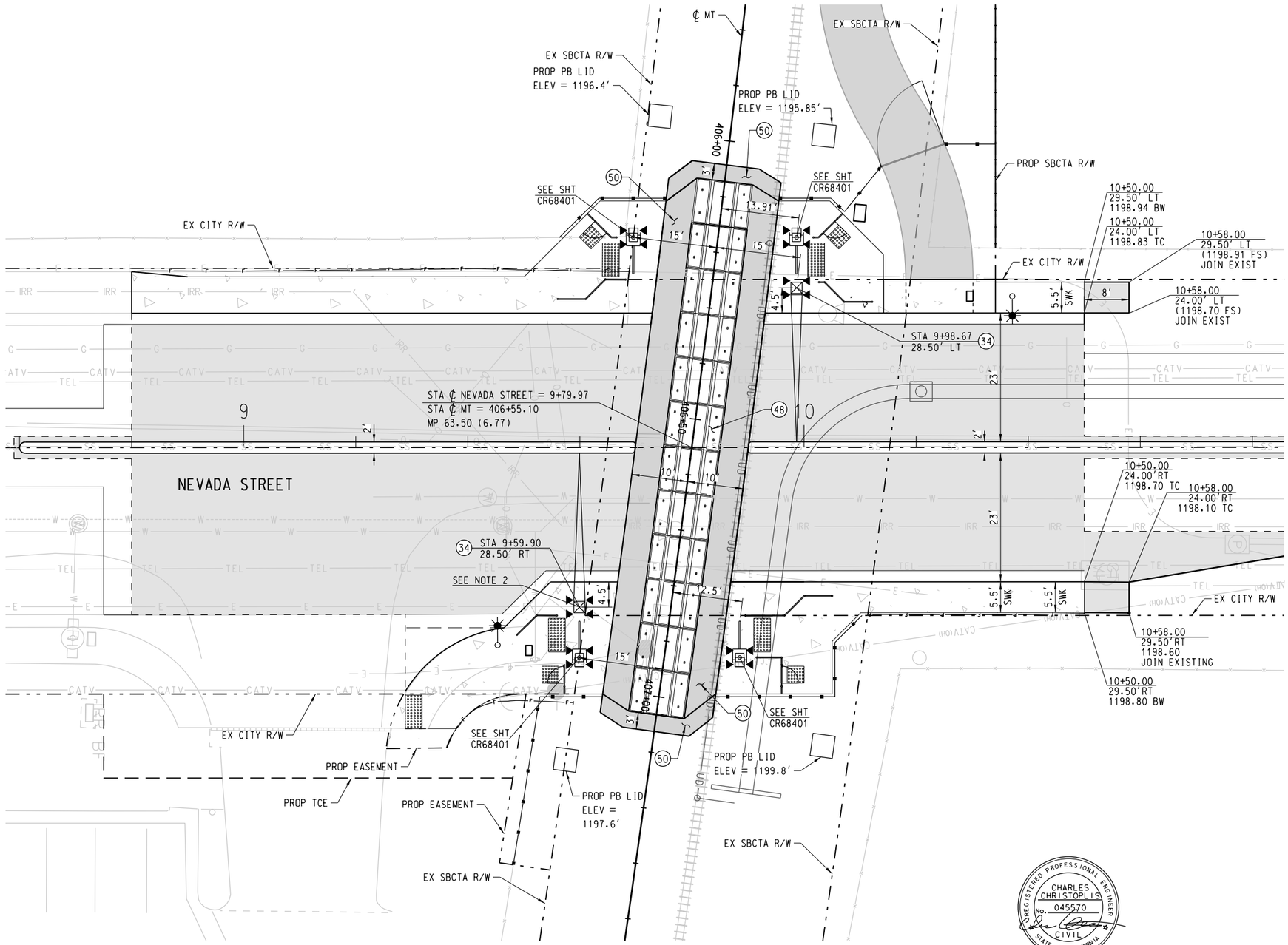
CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300
(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS
(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. PROTECT UTILITY - HAND DIG OR POTHOLE EXISTING UTILITY LINE.



N
10 0 10 20
SCALE: 1"=10'

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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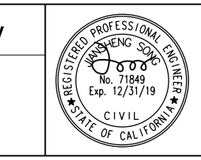
Riverside, CA 92501-2110
(951) 320-7300



REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET – MP 63.50 (6.77)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR68102
REVISION | SHEET NO.
SCALE 1"=10'

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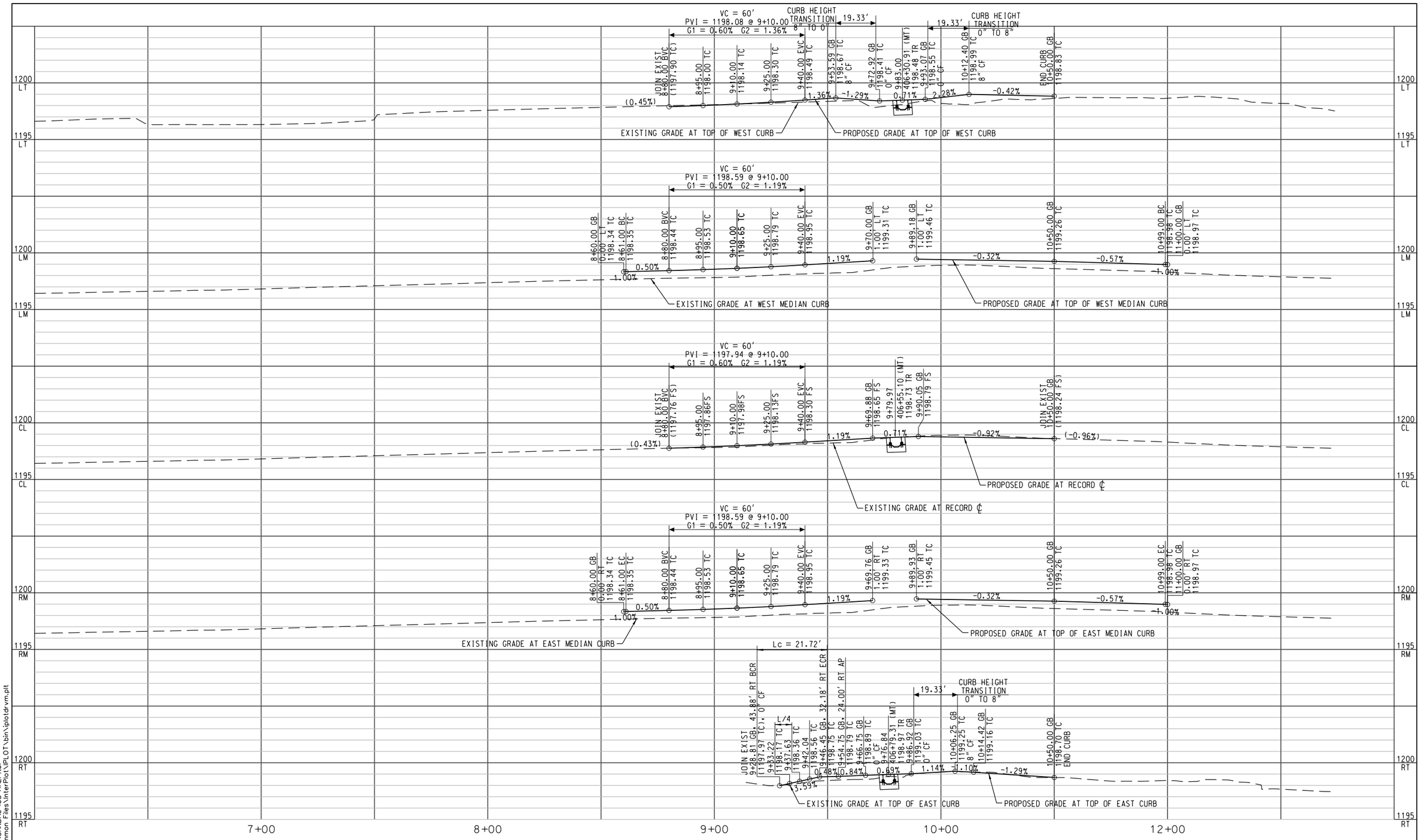

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

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REGISTERED PROFESSIONAL ENGINEER
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No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET – MP 63.50 (6.77)
PROFILE

CONTRACT NO. 17-1001705
DRAWING NO. CR68201
REVISION | SHEET NO.
SCALE HORIZ 1"=20'
VERT 1"=4'

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CONSTRUCTION NOTES:

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

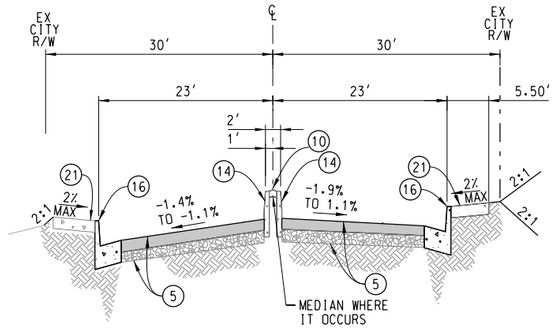
(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

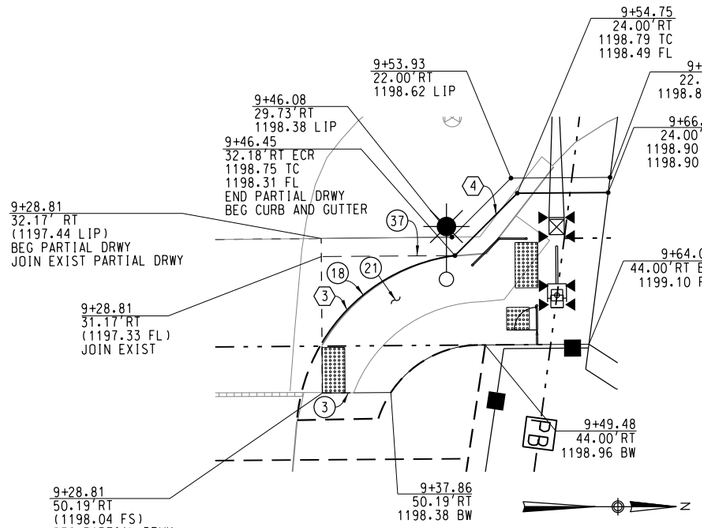
(18) CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

(37) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE C

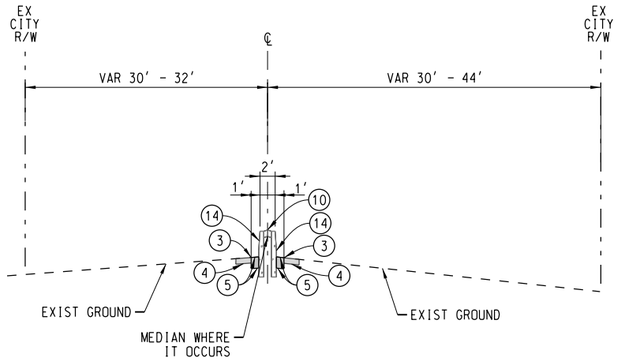


NEVADA STREET
NORTH OF CROSSING

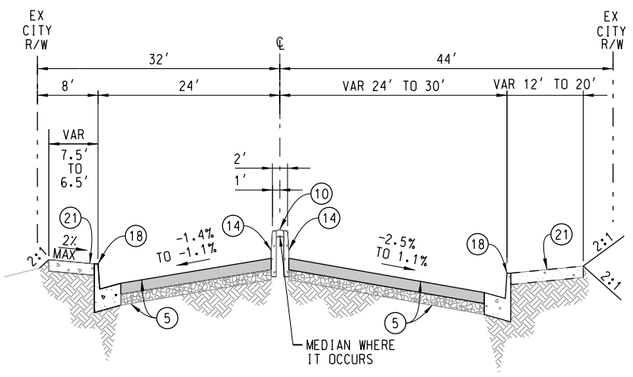


DETAIL A
STA. 9+25.44 TO 9+66.75 RT
NTS

CURVE DATA				
	R	△	T	L
(3)	24.00'	51°51'10"	11.67	21.72
(4)	-	N45°00'00"W	-	11.65



NEVADA STREET



NEVADA STREET
SOUTH OF CROSSING

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET – MP 63.50 (6.77)
TYPICAL SECTION & CONSTRUCTION DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR68301
REVISION | SHEET NO.
SCALE 1"=10'

1/15/2019 11:13:04 AM OMAP-INPICS02$
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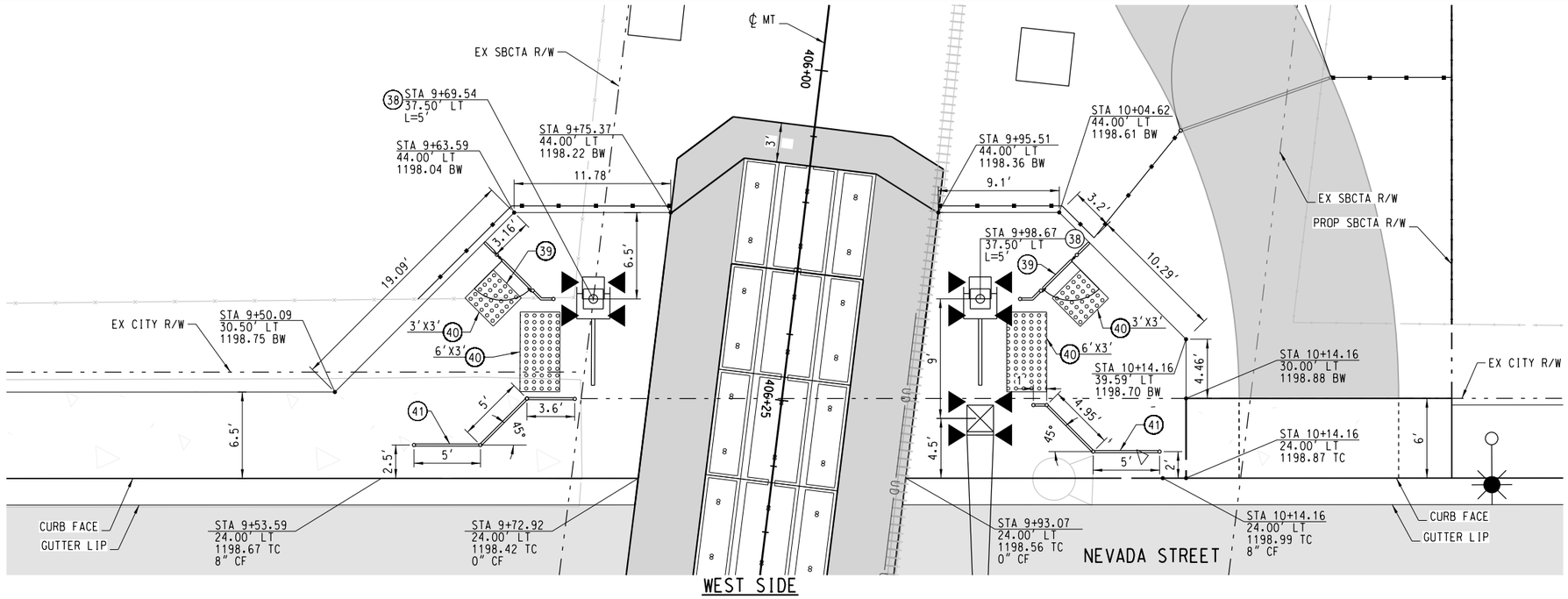

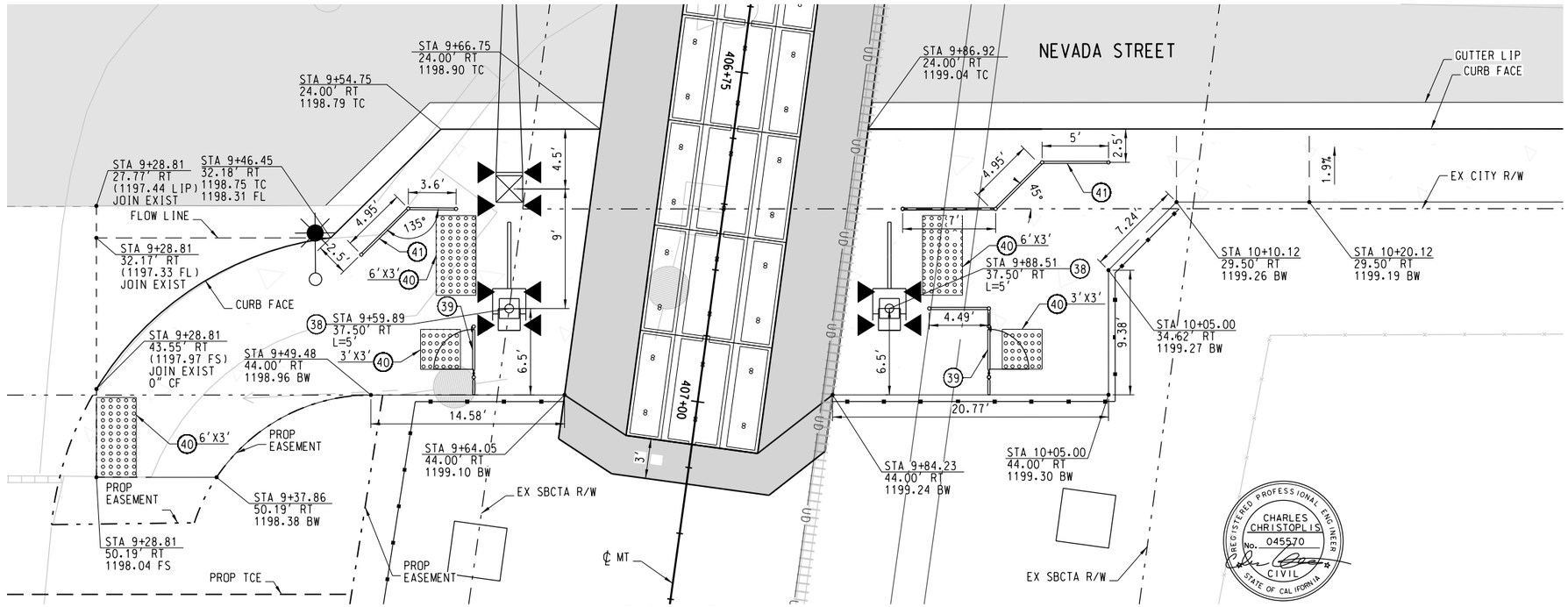

CONSTRUCTION NOTES:

(38) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN

(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN AND AS MODIFIED BY NOTE 3.

(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN

(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.
3. BEGIN/END PEDESTRIAN SWING GATE ASSEMBLY/ ACCOMPANYING HAND RAILINGS AT 3 FEET FROM CENTER OF PEDESTRIAN GATE ARM POLE, UNLESS NOTED OTHERWISE.

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

N

5 0 5 10

SCALE: 1"=5'-0"

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET – MP 63.50 (6.77)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR68401
REVISION | SHEET NO.
SCALE 1"=5'

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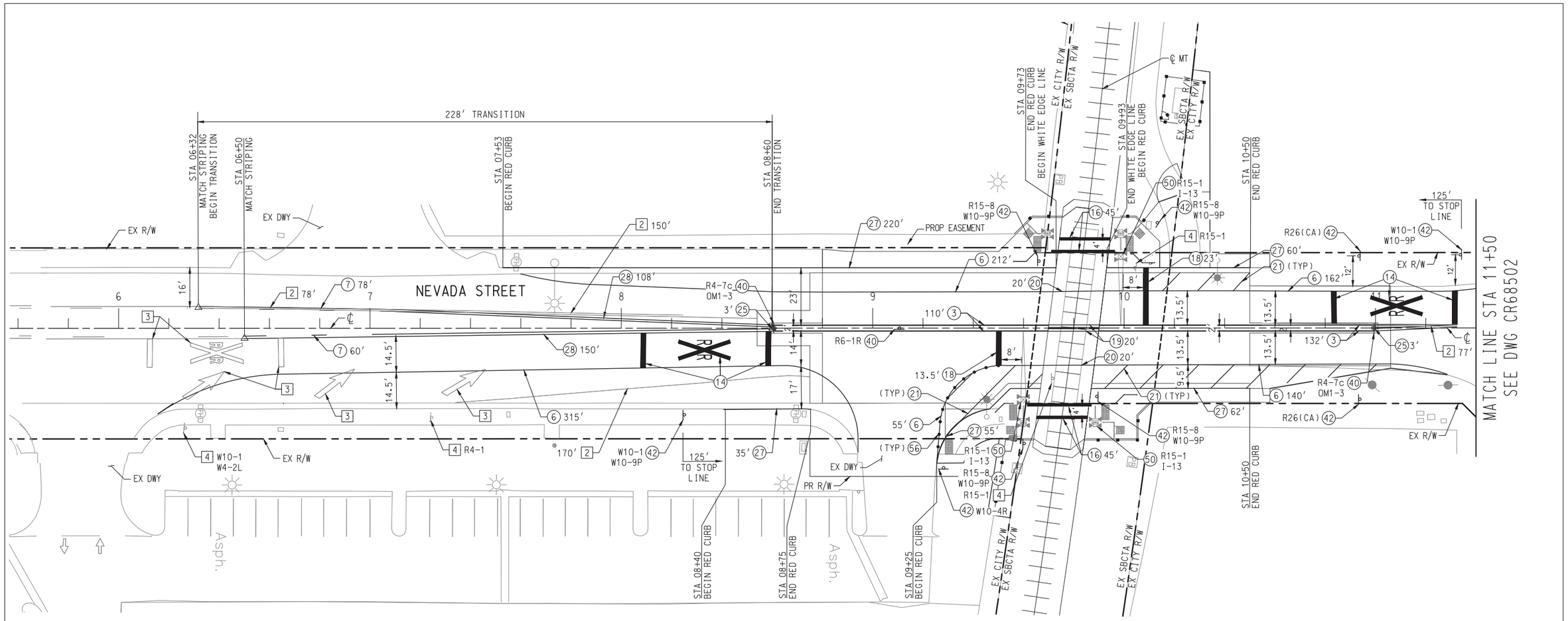
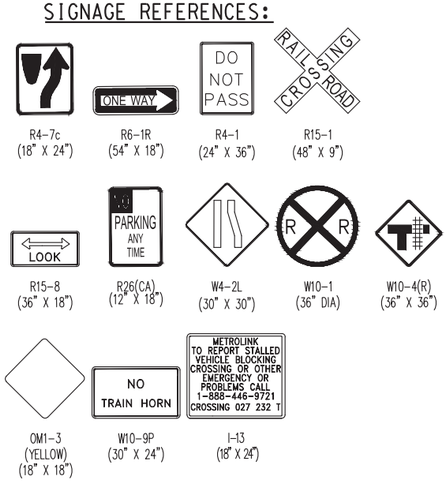


SIGNAGE REFERENCES:



CONSTRUCTION NOTES:

(3) APPLY 6″ SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(6) APPLY 6″ SOLID WHITE EDGE LINE PER CALTRANS 2015 STD PLAN A20B, DETAIL 27B.
(7) APPLY 6″ YELLOW TWO-WAY LEFT TURN LANE LINES WITH RPMS PER CALTRANS 2015 STD PLAN A20B, DETAIL 32.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(16) APPLY 12″ SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24″ WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 6″ DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4′ OC PER METROLINK STD PLAN 4015.
(20) APPLY 6″ WHITE EDGE LINE WITH RPMS SPACED 4′ OC.
(21) APPLY 4″ SOLID WHITE DIAGONAL STRIPE AT 10′ OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2′ OC.
(27) PAINT CURB RED.
(28) APPLY 6″ DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5′ ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7′ ABOVE FINISHED GRADE.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.
(56) INSTALL WHITE CLASS 1 FLEXIBLE POST DELINEATORS AT 5′ OC PER CALTRANS 2015 STD PLAN A73C.

REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING BY GRINDING AND APPLYING SLURRY PATCH.
[3] REMOVE EXISTING PAVEMENT MARKING BY GRINDING AND APPLYING SLURRY SQUARE PATCH.
[4] REMOVE EXISTING SIGN AND POST.

GENERAL NOTES:

NEVADA STREET SPEED LIMIT 40 MPH.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N
20 0 20 40
SCALE: 1″=20′

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER — NICHOLAS M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET - MP 63.50 (6.77)
SIGNING AND STRIPING (SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR68501
REVISION | SHEET NO.
SCALE HORIZ 1″=20′

02/6/2019 2:48 PM brandon schlueter
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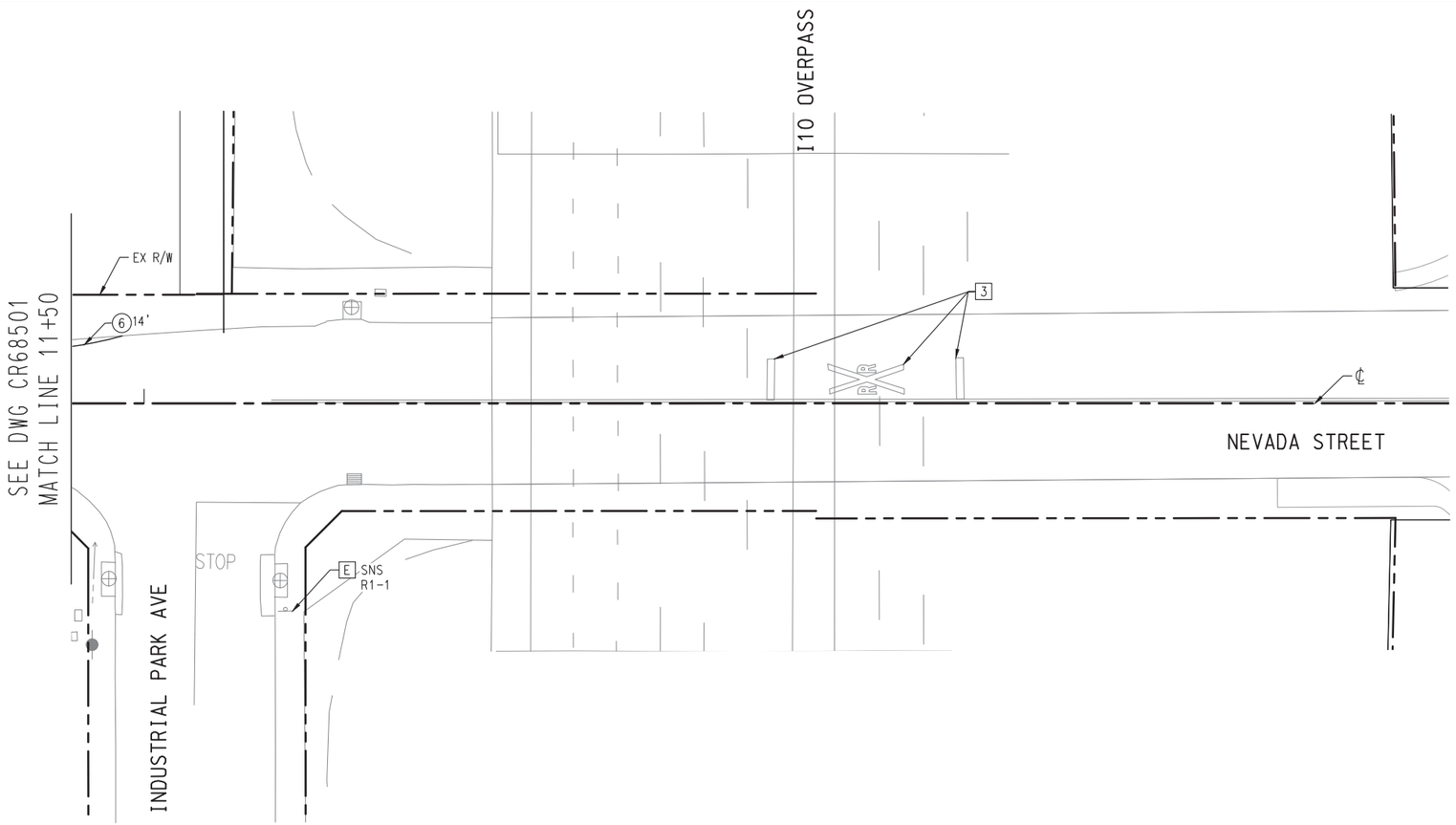

CONSTRUCTION NOTES:

(6) APPLY 6" SOLID WHITE EDGE LINE PER CALTRANS 2015 STD PLAN A20B, DETAIL 27B.

REMOVAL NOTES:

[3] REMOVE EXISTING PAVEMENT MARKING BY GRINDING AND APPLYING SLURRY SQUARE PATCH.

[E] EXISTING TO REMAIN.

GENERAL NOTES:

NEVADA STREET SPEED LIMIT 40 MPH.

SIGNAGE REFERENCES:

R1-1
(36" X 36")

N

20 0 20 40

SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-622-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER — NATHAN M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET - MP 63.50 (6.77)
SIGNING AND STRIPING (SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR68502
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

02/6/2019 2:48 PM brandon schlueter
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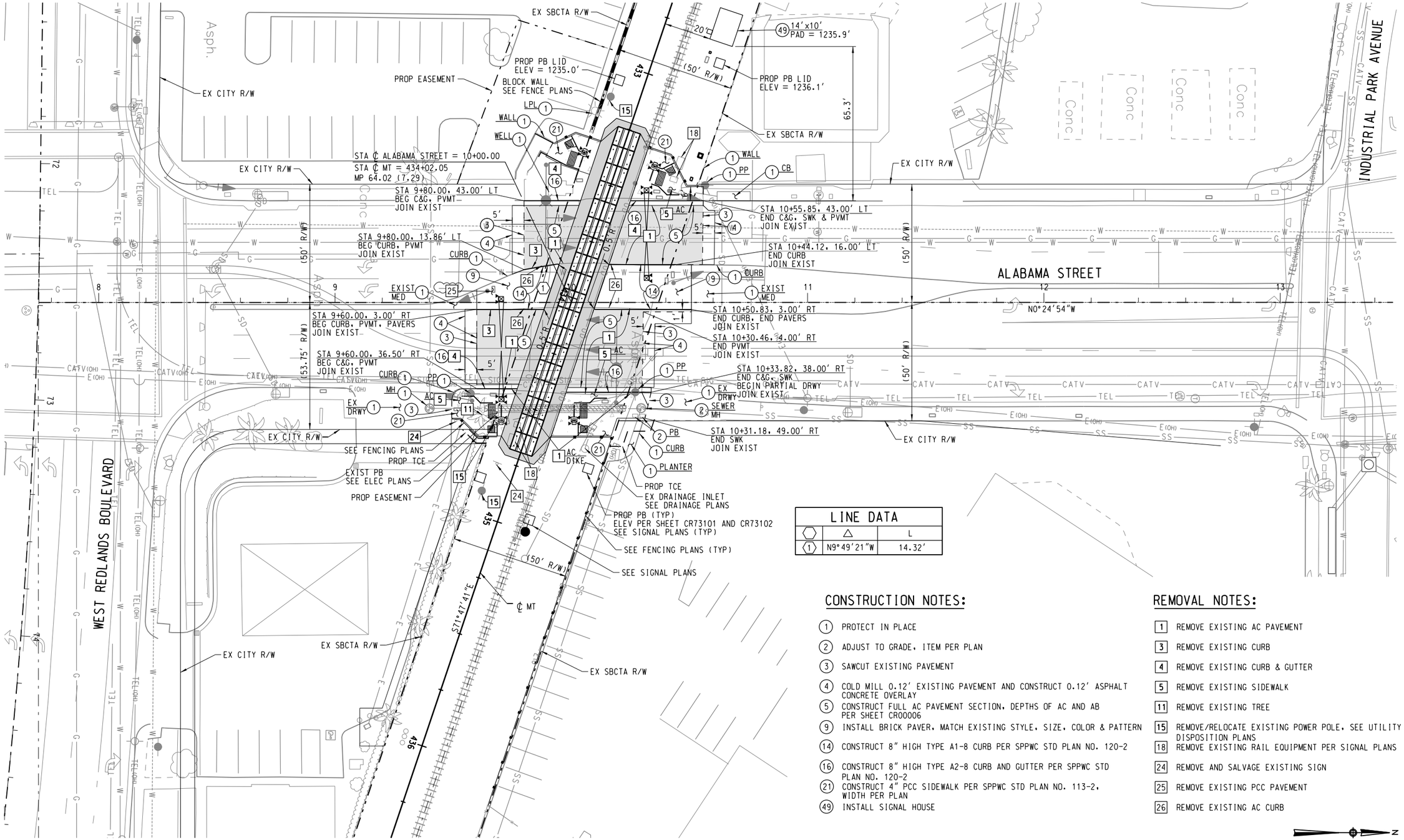

LINE DATA		
	△	L
1	N9°49'21"W	14.32'

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 0.12' EXISTING PAVEMENT AND CONSTRUCT 0.12' ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
9. INSTALL BRICK PAVER, MATCH EXISTING STYLE, SIZE, COLOR & PATTERN
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
49. INSTALL SIGNAL HOUSE

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
11. REMOVE EXISTING TREE
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
25. REMOVE EXISTING PCC PAVEMENT
26. REMOVE EXISTING AC CURB

20 0 20 40
SCALE: 1"=20'

DOT 027233A, CPUC 101 SG-64.02

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER JIANSHENG SONG No. 71849 Exp. 12/31/19 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET – MP 64.02 (7.29)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR73101
REVISION | SHEET NO.
SCALE 1"=20'

5/24/2018 10:16:31 AM OMAP-INPICS01$
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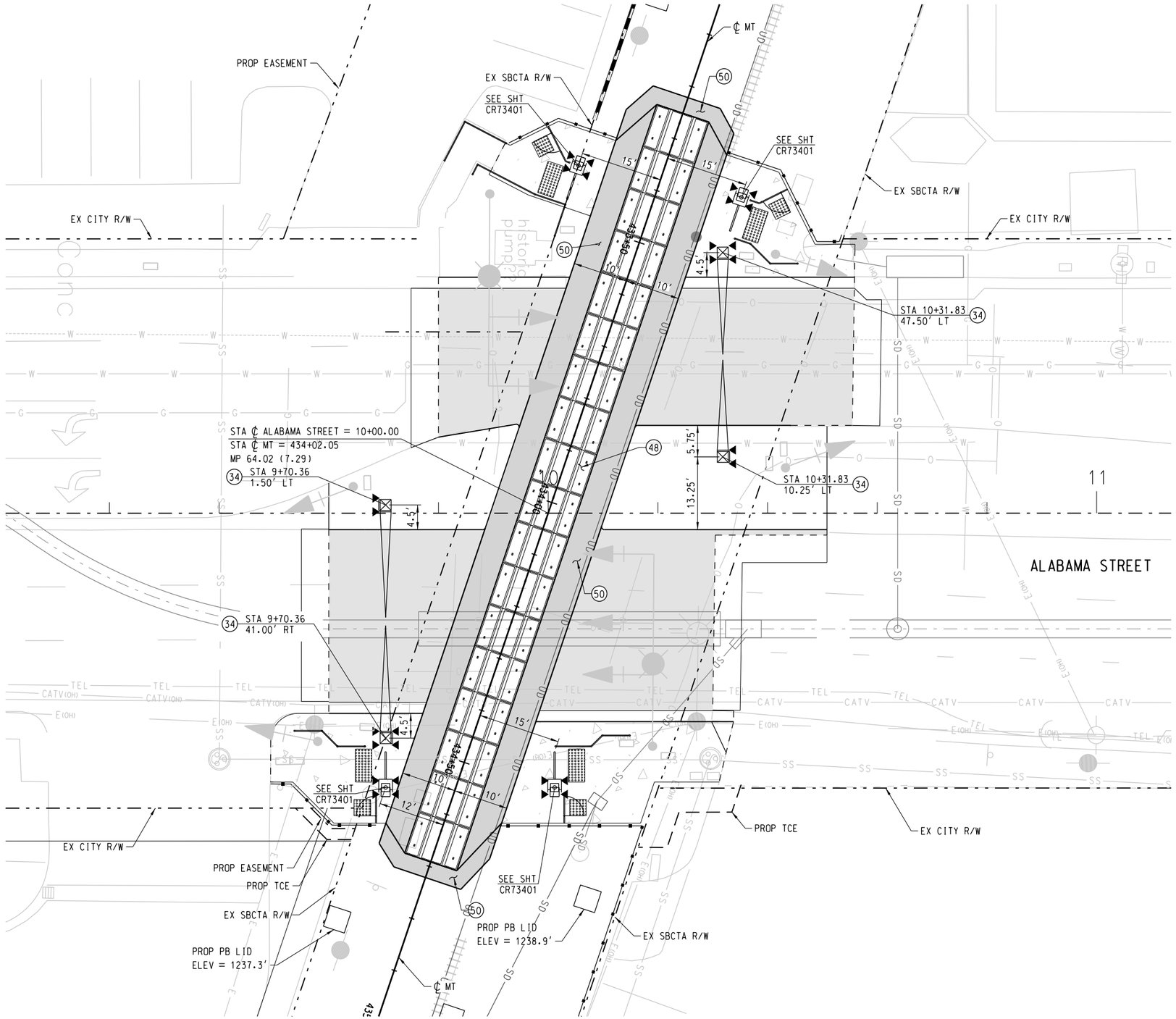

CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300

(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS

(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.

N

10 0 10 20

SCALE: 1"=10'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

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REGISTERED PROFESSIONAL ENGINEER
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STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET – MP 64.02 (7.29)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR73102
REVISION | SHEET NO.
SCALE 1"=10'

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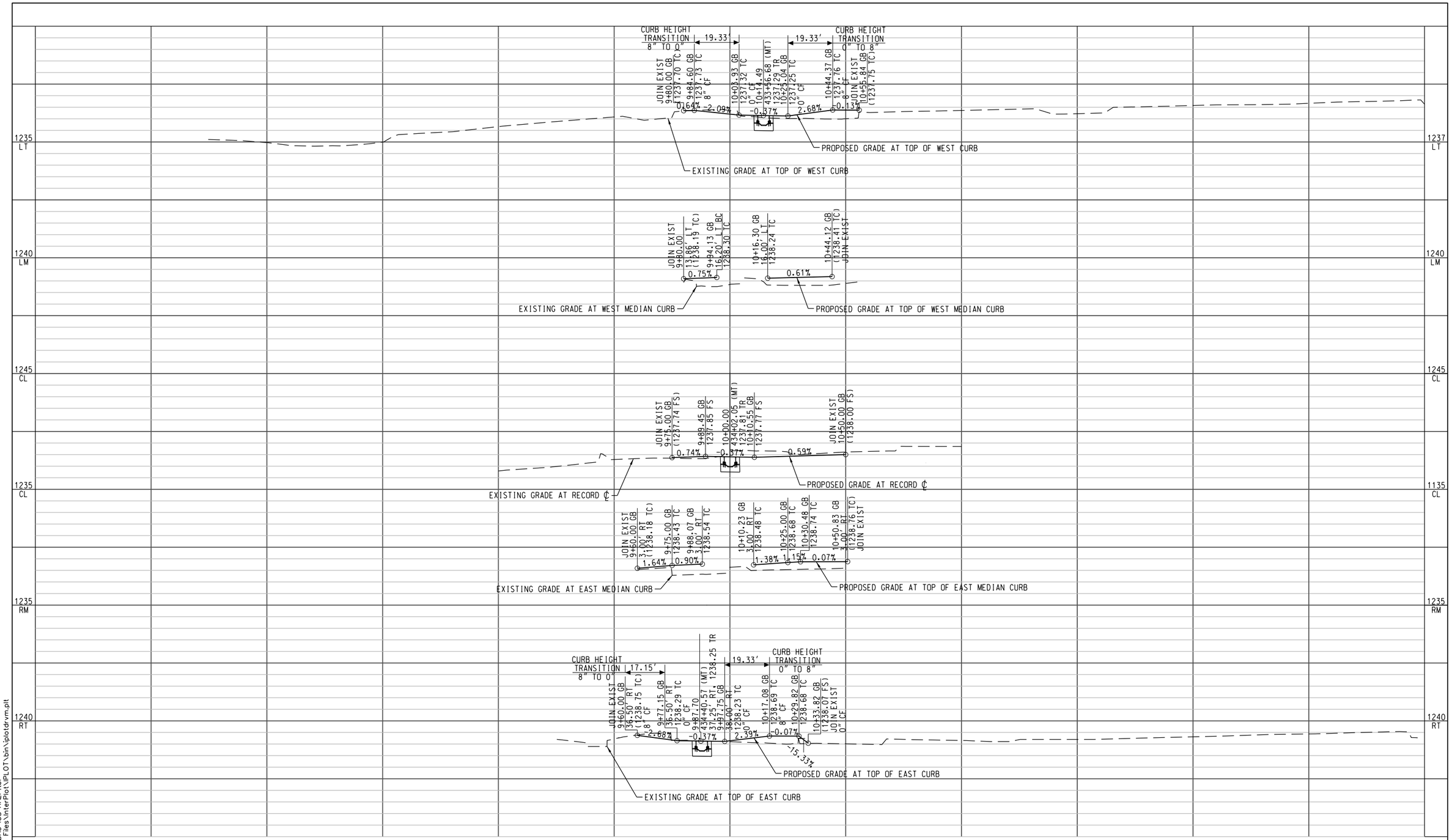

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5/24/2018

REV.	DATE		BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	J. KUO
CHECKED BY	J. BROWN
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

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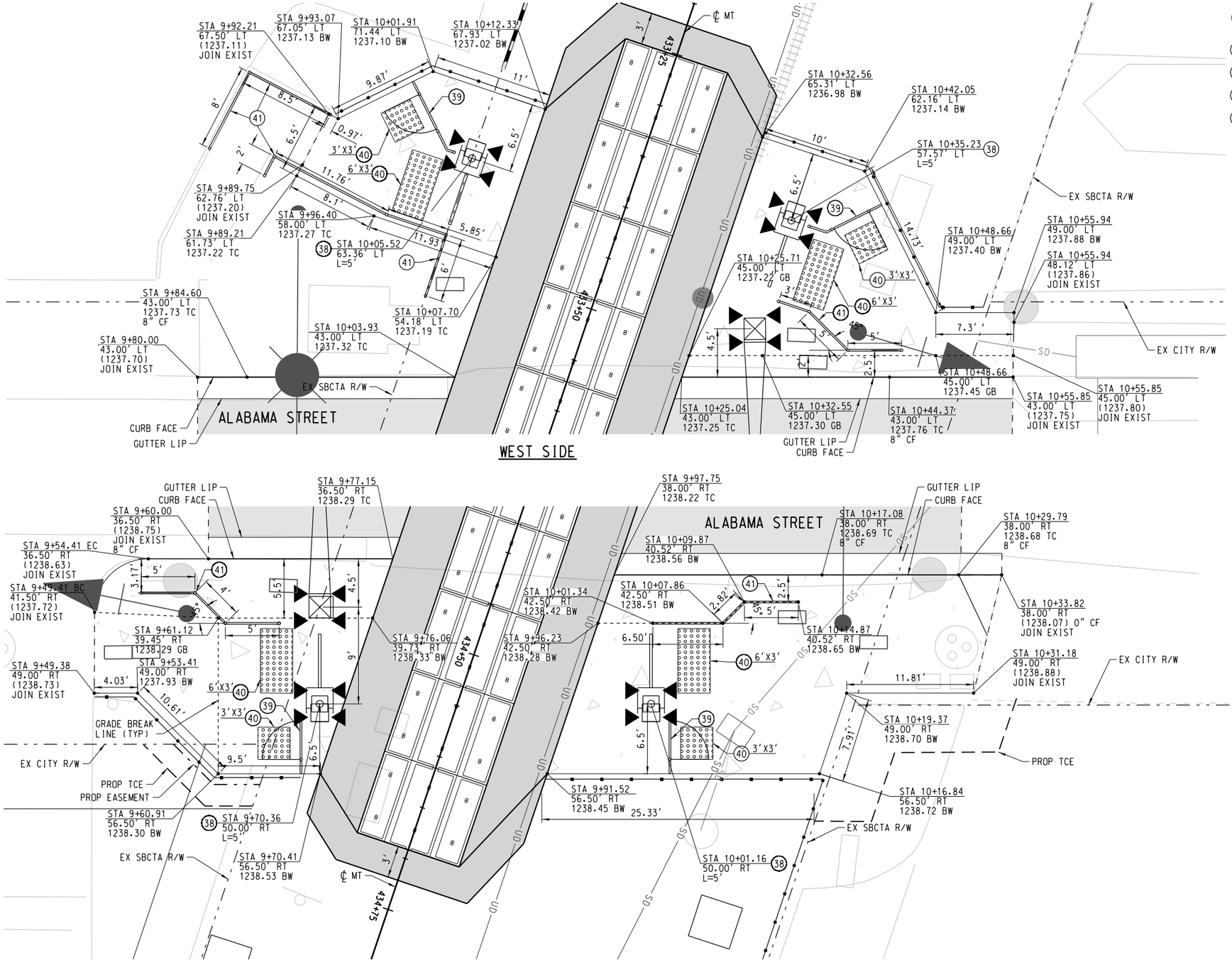
REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET – MP 64.02 (7.29)
PROFILE

CONTRACT NO.	17-1001705
DRAWING NO.	CR73201
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'



CONSTRUCTION NOTES:

(38) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN
(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.

SCALE: 1"=5'-0"

5/24/2018
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REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
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CHECKED BY J. BROWN
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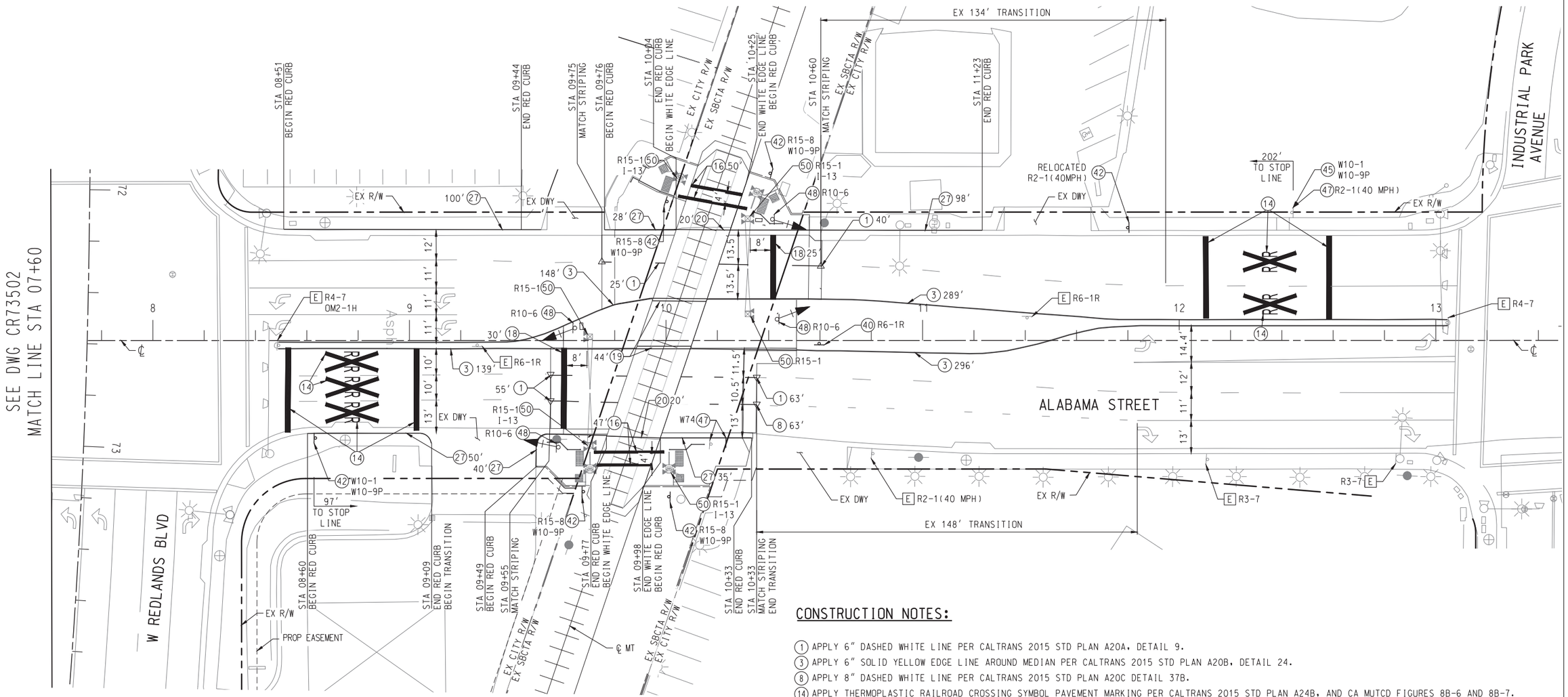
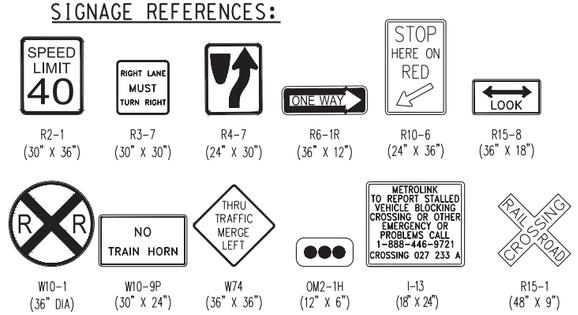
REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET – MP 64.02 (7.29)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR73401
REVISION
SHEET NO.
SCALE 1"=5'



SIGNAGE REFERENCES:



GENERAL NOTES:

ALABAMA STREET SPEED LIMIT 40 MPH.

CONSTRUCTION NOTES:

(1) APPLY 6" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
(3) APPLY 6" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(8) APPLY 8" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20C DETAIL 37B.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 6" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 6" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(27) PAINT CURB RED.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(45) REPLACE SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(47) RELOCATE EXISTING SIGN ON NEW POST AS NOTED ON PLAN.
(48) FOR SIGN MOUNTED ON TRAFFIC SIGNAL POLE, SEE TRAFFIC SIGNAL PLAN SET.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.

REMOVAL NOTES:

[E] EXISTING TO REMAIN.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

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REGISTERED PROFESSIONAL ENGINEER NICHOLAS M. MINICILLI NO. 74667 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET - MP 64.02 (7.29)
SIGNING AND STRIPING (SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR73501
REVISION
SHEET NO.
SCALE HORIZ 1"=20'

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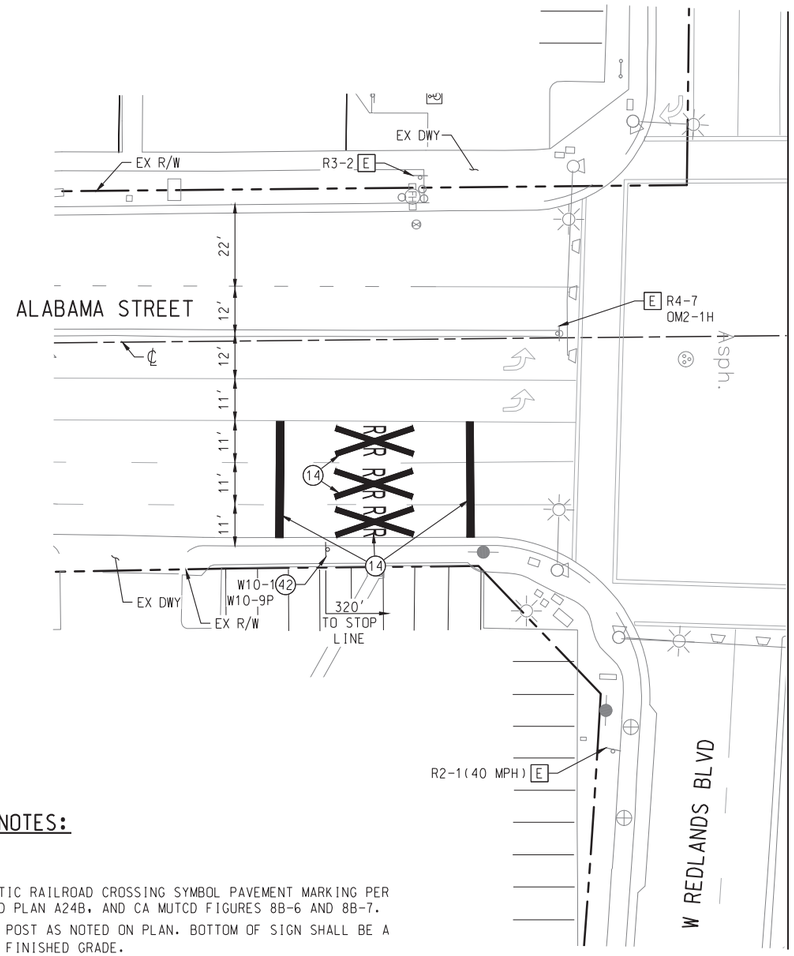
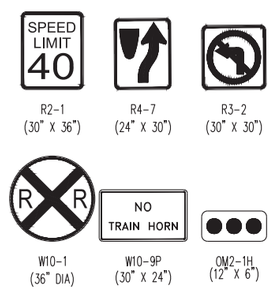


SIGNAGE REFERENCES:



R2-1 (30" X 36") | R4-7 (24" X 30") | R3-2 (30" X 30")

W10-1 (36" DIA) | W10-9P (30" X 24") | OM2-1H (12" X 6")

CONSTRUCTION NOTES:

(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.

(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.

REMOVAL NOTES:

[E] EXISTING TO REMAIN.

GENERAL NOTES:

ALABAMA STREET SPEED LIMIT 40 MPH.

N

20 0 20 40

SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET - MP 64.02 (7.29)
SIGNING AND STRIPING (SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR73502
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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CONSTRUCTION NOTES:

1A RS EXISTING NEMA TYPE "P" CABINET ON RAISED 18" P.C.C. FOUNDATION. RELOCATE THE FOLLOWING EQUIPMENT TO NEW PROPOSED CONTROLLER CABINET:
- ITERIS VANTAGE EDGE 2 VIDEO DETECTION PROCESSOR
- VIDEO MONITORING SCREEN
- GTT 764 PHASE SELECTOR
- SIDE MOUNTED MYERS BATTERY BACKUP SYSTEM (BBS)

1B FURNISH AND INSTALL 350i ATC CABINET ON EXISTING FOUNDATION. CABINET SHALL HAVE TWO INPUT FILES, INTERNAL LED LIGHT, DOOR SWITCH, PULL-OUT DOCUMENT DRAWER, AND CITY SPECIFIED LOCKS. CABINET SHALL BE WIRED FOR RED MONITOR CAPABILITY. CABINET SHALL BE EQUIPPED WITH:
- NEW McCAIN MODEL FLEX ATC CONTROLLER WITH OMNI SOFTWARE
- NEW EDI CMUip-2212-HV CONFLICT MONITOR UNIT
- NEW EDI AUXILIARY DISPLAY UNIT FOR ATC CABINET
- NEW McCAIN RAILROAD INTERFACE PANEL. TERMINATE RRIC.
- NEW DYMEC KY-3170EMX-10 PORT GIGABIT ETHERNET SWITCH
- NEW ENABLE IT 860 PRO GIGABIT ETHERNET EXTENDER
- NEW SIERRA WIRELESS AIRLINK MG90 ROUTER
- NEW PUNCH DOWN BLOCK FOR TRAFFIC SIGNAL INTERCONNET. TERMINATE TSIC.
- NEW RENO A&E MODEL U-1400 VEHICLE DETECTOR UNITS WITH MODEL 805-8-S HARNESS AS NEEDED
- NEW RENO A&E MODEL C-1000 VEHICLE DETECTOR UNITS AS NEEDED

2 EXISTING SERVICE PEDESTAL AND TYPE III-BF SERVICE ENCLOSURE. PROTECT IN PLACE. CONNECT EXISTING SERVICE TO NEW CABINET.

3 FURNISH AND INSTALL NEW #5 PULL BOX WITH TAMPER PROOF LID.

4 FURNISH AND INSTALL NEW #6 PULL BOX WITH TAMPER PROOF LID.

5 FURNISH AND INSTALL NEW #6E PULL BOX WITH TAMPER PROOF LID.

6 RS EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW PROGRAMMED-VISIBILITY (PV) 3-SECTION VEHICLE HEAD AND NECESSARY MOUNTING HARDWARE.

12 FURNISH AND INSTALL NEW 6' DIAMETER TYPE E LOOP DETECTOR PER CALTRANS REVISED STD. PLAN RSP ES-5B.

14 FURNISH AND INSTALL 4-WIRE WITH HEALTH PREFORMED LOOP DETECTOR.

15 TERMINATE 12PR#19 RAILROAD INTERCONNECT CABLE.

16 COIL 150' OF 12PR#19 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX. CONTRACTOR TO COMPLETE INSTALLATION.

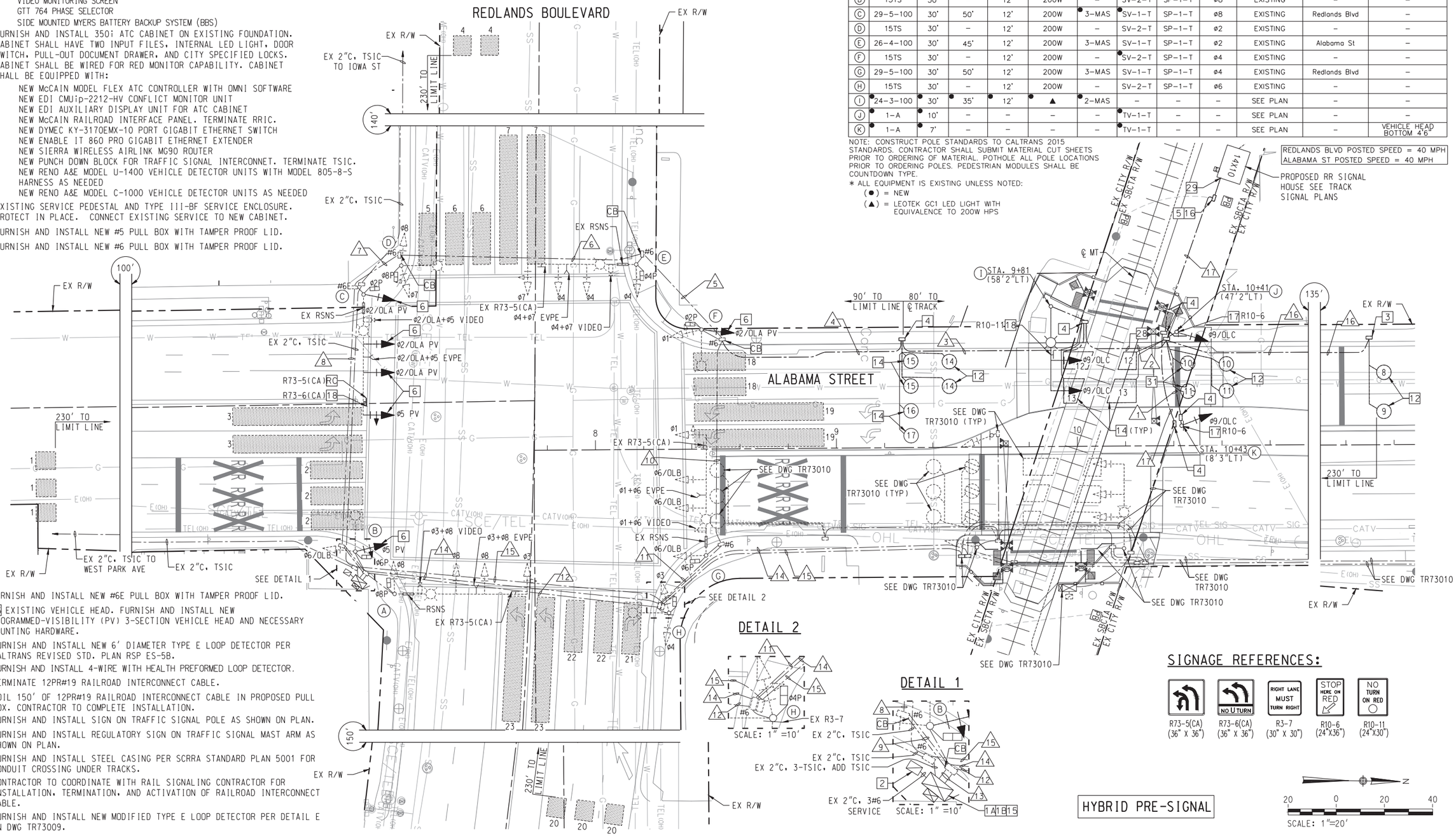
17 FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL POLE AS SHOWN ON PLAN.

18 FURNISH AND INSTALL REGULATORY SIGN ON TRAFFIC SIGNAL MAST ARM AS SHOWN ON PLAN.

28 FURNISH AND INSTALL STEEL CASING PER SCRRA STANDARD PLAN 5001 FOR CONDUIT CROSSING UNDER TRACKS.

29 CONTRACTOR TO COORDINATE WITH RAIL SIGNALING CONTRACTOR FOR INSTALLATION, TERMINATION, AND ACTIVATION OF RAILROAD INTERCONNECT CABLE.

31 FURNISH AND INSTALL NEW MODIFIED TYPE E LOOP DETECTOR PER DETAIL E ON DWG TR73009.



DETAIL 2

DETAIL 1

*POLE AND EQUIPMENT SCHEDULE

No.	STANDARD TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	LED LUMINAIRE	SIG MTG VEHICLE		SIG MTG PED	PPB PHASE	POLE LOCATION A	POLE LOCATION B	RSNS	REMARKS
(A)	29-5-100	30'	55'	12'	200W	3-MAS	SV-1-T	SP-1-T	ø6	EXISTING		Alabama St	–
(B)	15TS	30'	–	12'	200W	–	SV-2-T	SP-1-T	ø8	EXISTING		–	–
(C)	29-5-100	30'	50'	12'	200W	3-MAS	SV-1-T	SP-1-T	ø8	EXISTING		Redlands Blvd	–
(D)	15TS	30'	–	12'	200W	–	SV-2-T	SP-1-T	ø2	EXISTING		–	–
(E)	26-4-100	30'	45'	12'	200W	3-MAS	SV-1-T	SP-1-T	ø2	EXISTING		Alabama St	–
(F)	15TS	30'	–	12'	200W	–	SV-2-T	SP-1-T	ø4	EXISTING		–	–
(G)	29-5-100	30'	50'	12'	200W	3-MAS	SV-1-T	SP-1-T	ø4	EXISTING		Redlands Blvd	–
(H)	15TS	30'	–	12'	200W	–	SV-2-T	SP-1-T	ø6	EXISTING		–	–
(I)	24-3-100	30'	35'	12'	▲	2-MAS	–	–	–	SEE PLAN		–	–
(J)	1-A	10'	–	–	–	–	TV-1-T	–	–	SEE PLAN		–	–
(K)	1-A	7'	–	–	–	–	TV-1-T	–	–	SEE PLAN		–	VEHICLE HEAD BOTTOM 4'6"

NOTE: CONSTRUCT POLE STANDARDS TO CALTRANS 2015 STANDARDS. CONTRACTOR SHALL SUBMIT MATERIAL CUT SHEETS PRIOR TO ORDERING OF MATERIAL. POTHOLE ALL POLE LOCATIONS PRIOR TO ORDERING POLES. PEDESTRIAN MODULES SHALL BE COUNTDOWN TYPE.

* ALL EQUIPMENT IS EXISTING UNLESS NOTED:
(●) = NEW
(▲) = LEOTEK GC1 LED LIGHT WITH EQUIVALENCE TO 200W HPS

SIGNAGE REFERENCES:

HYBRID PRE-SIGNAL

SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
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REGISTERED PROFESSIONAL ENGINEER — VICTOR M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
ALABAMA STREET AND REDLANDS BOULEVARD
(SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR73008
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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*CONDUCTOR SCHEDULE

AWG OR CABLE SIZE	POLE OR CIRCUIT	CONDUIT RUNS 1	2	3	4	5	6	7	8	9	10	11	12	13
3 CSC	POLE A ø3,ø8,ø8P,ø6PPB													1 1
	POLE B ø5,ø6/OLB,ø6P,ø8PPB													1 1
	POLE C ø2/OLA,ø5, ø2P,ø8PPB								1 1	1 1				1 1
	POLE D ø7,ø8,ø8P,ø2PPB							1 1	1 1	1 1				1 1
	POLE E ø4,ø7,ø4P,ø2PPB					1 1					1 1	1 1	1 1	1 1
	POLE F ø1,ø2/OLA,ø2P, ø4PPB										1 1	1 1	1 1	1 1
	POLE G ø1,ø6/OLB,ø6P,ø4PPB											1 1	1 1	1 1
	POLE H ø3,ø4,ø4P,ø6PPB												1 1	1 1
12 CSC	POLE I ø9/OLC			1 1	1 1	1 1	1 1	1 1	1 1	1 1				1 1
	POLE J ø9/OLC		1 1	1 1	1 1	1 1	1 1	1 1	1 1	1 1				1 1
	POLE K ø9/OLC	1 1	1 1	1 1	1 1	1 1	1 1	1 1	1 1	1 1				1 1
TOTAL 3 CSC / 12 CSC CABLES		1	2	3	3	4	3	4	5	5	2	2	3	4 4 / 8 11
#8	GROUND	1	1	1	1	1	1	1	1	1	1	1	1	1
#10	SAFETY LIGHTING			2	2			2	2	2	2	2	2	2
TYPE B DLC	ø2/OLA													
	ø9/OLC		4	4	4	4	4	4	4	4				4
	TOTAL DLCs		4	4	4	4	4	4	4	4				4
4#20 CONDUCTOR DLC (CAVDS ø9/OLC)			2	2	6	6	6	6	6	6				6
VIDEO DETECTION CABLE						1		1	1	1	1	2	2	4
EVP CABLE						1		1	1	1	1	2	2	4
RAILROAD INTERCONNECT														1
CONDUIT SIZE (INCHES)		3"	3"	4"	4"	3"	4"	3"	3"	3"	3"	3"	3"	3 3.5"
CONDUIT FILL (%)		6%	21%	17%	18%	41%	18%	41%	49%	25%	22%	34%	42%	26%

* ALL CONDUIT AND CONDUCTORS ARE EXISTING UNLESS NOTED:

(●) = NEW

NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

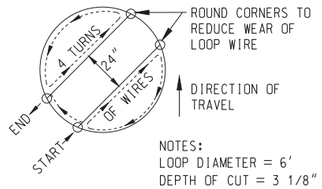
DETECTOR ASSIGNMENT

DETECTOR	PHASE	CHANNEL	FIELD TERMINAL
1	6/OLB	25	VIDEO
2	6/OLB	26	VIDEO
3	1	27	VIDEO
4	8	33	VIDEO
5	8	34	VIDEO
6	8	36	VIDEO
7	3	35	VIDEO
8	2/OLA (9/OLC)	5	FIT3 – 1&2
9	2/OLA (9/OLC)	6	FIT3 – 6&7
10	2/OLA (9/OLC)	7	FIT4 – 1&2
11	2/OLA (9/OLC)	8	FIT4 – 6&7
12	2/OLA (9/OLC) CAVDS	9	FIT5 – 1&2
13	2/OLA (9/OLC) CAVDS	10	FIT5 – 6&7
14	2/OLA (9/OLC)	11	FIT6 – 1&2
15	2/OLA (9/OLC)	12	FIT6 – 6&7
16	5 (9/OLC)	13	FIT7 – 1&2
17	5 (9/OLC)	14	FIT7 – 6&7
18	2/OLA	1	VIDEO
19	5	3	VIDEO
20	4	15	VIDEO
21	4	16	VIDEO
22	4	18	VIDEO
23	7	17	VIDEO
PPB	2	21	FIT11 – 1&2
PPB	4	22	FIT11 – 6&7
PPB	6	23	FIT12 – 1&2
PPB	8	24	FIT12 – 6&7
EVPE	2 & 5	43	FIT22 – 1&2&5
EVPE	4 & 7	45	FIT23 – 1&2&5
EVPE	1 & 6	44	FIT22 – 6&7&10
EVPE	3 & 8	46	FIT23 – 6&7&10
47	RR1	47	FIT24 – 1&2
48	RR2	48	FIT24 – 6&7

CONDUIT NOTES:

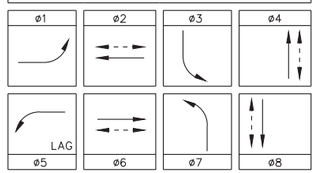
RUN	CONDUIT AND CABLE DESCRIPTION	% FILL
14	EX 2"C, MT, ADD 12PR#19 RRIC	9%
15	EX 2"C, ADD 12PR#19 TSIC	9%
16	NEW 2"C, 2-DLC	4%
17	NEW 3"C, 2-12PR#19 RRIC	8%

DETAIL E

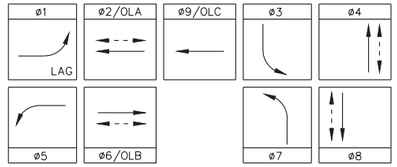


MODIFIED TYPE E FRONT DETECTOR FOR BICYCLES AND VEHICLES
N.T.S.

EXISTING PHASE DIAGRAM

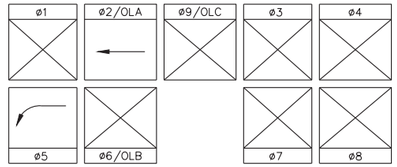


PROPOSED PHASE DIAGRAM

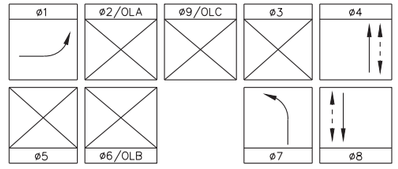


NOTE: PHASE 5 SHALL LAG.

RAILROAD PREEMPTION TRACK CLEAR



RAILROAD PREEMPTION LIMITED SERVICE



TCR = 22 SECONDS, ADV = 56 SECONDS

RAILROAD INTERCONNECT CIRCUITS:

ADV = ADVANCE INPUT - CONTINUE SERVICE TO VEHICLES AND PEDESTRIANS. HOLD PEDESTRIAN CALLS UNTIL LIMITED SERVICE INTERVAL.

TCR = ADVANCE PREEMPTION - TRANSFER ROW TO TRACK CLEARANCE GREEN INTERVAL

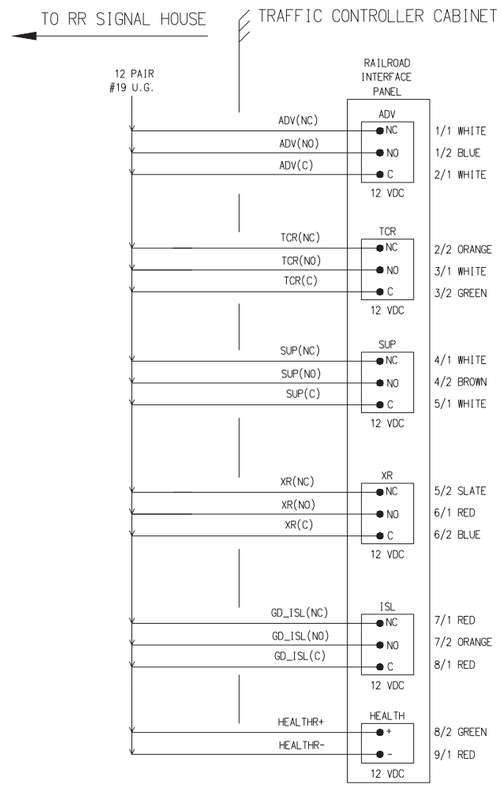
SUP = SUPERVISION - CHECKS THE INTEGRITY OF THE TCR CIRCUIT.

XR = CROSSING ACTIVE - INDICATES GRADE CROSSING WARNING SYSTEM IS ACTIVE.

GD/ISL = GATE DOWN/ISLAND - EXTEND TRACK CLEARANCE GREEN INTERVAL UNTIL GD/ISL INPUT IS RECEIVED AND CROSSING AREA VEHICLE DETECTION IS NOT OCCUPIED.

HEALTH = INDICATES TO RAILROAD TRAFFIC SIGNAL IS IN HARDWARE FLASH OR THERE'S A POWER OUTAGE.

RAILROAD INTERCONNECT CIRCUIT DIAGRAM



COLOR CODE CHART		
PAIR NO.	MAJOR COLOR (WIRE #1)	MINOR COLOR (WIRE #2)
#1	WHITE	BLUE
#2	WHITE	ORANGE
#3	WHITE	GREEN
#4	WHITE	BROWN
#5	WHITE	SLATE
#6	RED	BLUE
#7	RED	ORANGE
#8	RED	GREEN
#9	RED	BROWN
#10	RED	SLATE
#11	BLACK	BLUE
#12	BLACK	ORANGE

PAIR NO. 1/1 WIRE NO.

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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CARLSBAD, CA 92008
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APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER — NICHOLAS M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
ALABAMA STREET AND REDLANDS BOULEVARD
(SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR73009
REVISION | SHEET NO.
SCALE NTS

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CONSTRUCTION NOTES:

1A RS EXISTING NEMA TYPE "P" CABINET ON RAISED 18" P.C.C. FOUNDATION. RELOCATE THE FOLLOWING EQUIPMENT TO NEW PROPOSED CONTROLLER CABINET:
ITERIS VANTAGE EDGE 2 VIDEO DETECTION PROCESSOR
VIDEO MONITORING SCREEN
GTT 764 PHASE SELECTOR
SIDE MOUNTED MYERS BATTERY BACKUP SYSTEM (BBS)

1B FURNISH AND INSTALL 350i ATC CABINET ON EXISTING FOUNDATION. CABINET SHALL HAVE TWO INPUT FILES, INTERNAL LED LIGHT, DOOR SWITCH, PULL-OUT DOCUMENT DRAWER, AND CITY SPECIFIED LOCKS. CABINET SHALL BE WIRED FOR RED MONITOR CAPABILITY. CABINET SHALL BE EQUIPPED WITH:
NEW McCAIN MODEL FLEX ATC CONTROLLER WITH OMNI SOFTWARE
NEW EDI CMUip-2212-HV CONFLICT MONITOR UNIT WITH AUXILIARY DISPLAY UNIT
NEW EDI AUXILIARY DISPLAY UNIT FOR ATC CABINET
NEW DYMEC KY-3170EMX-10 PORT GIGABIT ETHERNET SWITCH
NEW ENABLE IT 860 PRO GIGABIT ETHERNET EXTENDER
NEW SIERRA WIRELESS AIRLINK MG90 ROUTER
NEW PUNCH DOWN BLOCK FOR TRAFFIC SIGNAL INTERCONNET. TERMINATE TSIC.
NEW RENO A&E MODEL U-1400 VEHICLE DETECTOR UNITS WITH MODEL 805-8-S HARNESS AS NEEDED
NEW RENO A&E MODEL C-1000 VEHICLE DETECTOR UNITS AS NEEDED

1C FURNISH AND INSTALL 352i ATC CABINET ON NEW FOUNDATION. CABINET SHALL HAVE TWO INPUT FILES, INTERNAL LED LIGHT, DOOR SWITCH, PULL-OUT DOCUMENT DRAWER, AND CITY SPECIFIED LOCKS. CABINET SHALL BE WIRED FOR RED MONITOR CAPABILITY. CABINET SHALL BE EQUIPPED WITH:
NEW McCAIN MODEL FLEX ATC CONTROLLER WITH OMNI SOFTWARE
NEW EDI CMUip-2212-HV CONFLICT MONITOR UNIT WITH AUXILIARY DISPLAY UNIT
NEW EDI AUXILIARY DISPLAY UNIT FOR ATC CABINET
NEW McCAIN RAILROAD INTERFACE PANEL. TERMINATE RRIC.
NEW DYMEC KY-3170EMX-10 PORT GIGABIT ETHERNET SWITCH
NEW ENABLE IT 860 PRO GIGABIT ETHERNET EXTENDER
NEW PUNCH DOWN BLOCK FOR TRAFFIC SIGNAL INTERCONNET. TERMINATE TSIC.
NEW RENO A&E MODEL U-1400 VEHICLE DETECTOR UNITS WITH MODEL 805-8-S HARNESS AS NEEDED
NEW RENO A&E MODEL C-1000 VEHICLE DETECTOR UNITS AS NEEDED
NEW SIDE MOUNTED BBS SYSTEM

2 FURNISH AND INSTALL NEW TYPE-III-CF DUAL METER SERVICE PEDESTAL (ANODIZED ALUMINUM CABINET AND FOUNDATION AS SPECIFIED BY CALTRANS STD. PLAN ES-2C AND RSP ES-2E). COORDINATE WITH SCE. SERVICE SHALL HAVE SEPARATE MAIN DISCONNECT CIRCUIT BREAKERS FOR METERED SECTION(S) AND PLUG-IN BREAKERS. SERVICE INSTALLATION SHALL BE PER SCE REQUIREMENTS.

3 FURNISH AND INSTALL NEW #5 PULL BOX WITH TAMPER PROOF LID.

4 FURNISH AND INSTALL NEW #6 PULL BOX WITH TAMPER PROOF LID.

5 FURNISH AND INSTALL NEW #6E PULL BOX WITH TAMPER PROOF LID.

12 FURNISH AND INSTALL NEW 6' DIAMETER TYPE E LOOP DETECTOR PER CALTRANS REVISED STANDARD STD. PLAN RSP ES-5B.

14 FURNISH AND INSTALL 4-WIRE WITH HEALTH PREFORMED LOOP DETECTOR.

15 TERMINATE 12PR#19 RAILROAD INTERCONNECT CABLE.

16 COIL 150' OF 12PR#19 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX. RAILROAD CONTRACTOR TO COMPLETE INSTALLATION.

17 FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL POLE AS SHOWN ON PLAN.

21 ADJUST EXISTING PULL BOX TO FINISH GRADE.

22 CONTRACTOR TO DISCONNCT EXISTING 12PR#19 TSIC CABLE, ABANDON EXISTING CONDUIT AND RE-ROUTE THROUGH NEW CONDUIT TO PROPOSED CONTROLLER CABINET.

23 RC EXISTING PEDESTRIAN PUSH BUTTON. FURNISH AND INSTALL NEW 2" ADA COMPLIANT PEDESTRIAN PUSH BUTTON.

28 FURNISH AND INSTALL STEEL CASING PER SCRRA STANDARD PLAN 5001 FOR CONDUIT CROSSING UNDER TRACKS.

29 CONTRACTOR TO COORDINATE WITH RAIL SIGNALING CONTRACTOR FOR INSTALLATION, TERMINATION, AND ACTIVATION OF RAILROAD INTERCONNECT CABLE.

31 FURNISH AND INSTALL NEW MODIFIED TYPE E LOOP DETECTOR PER DETAIL E ON DWG TR73011.

● POLE AND EQUIPMENT SCHEDULE

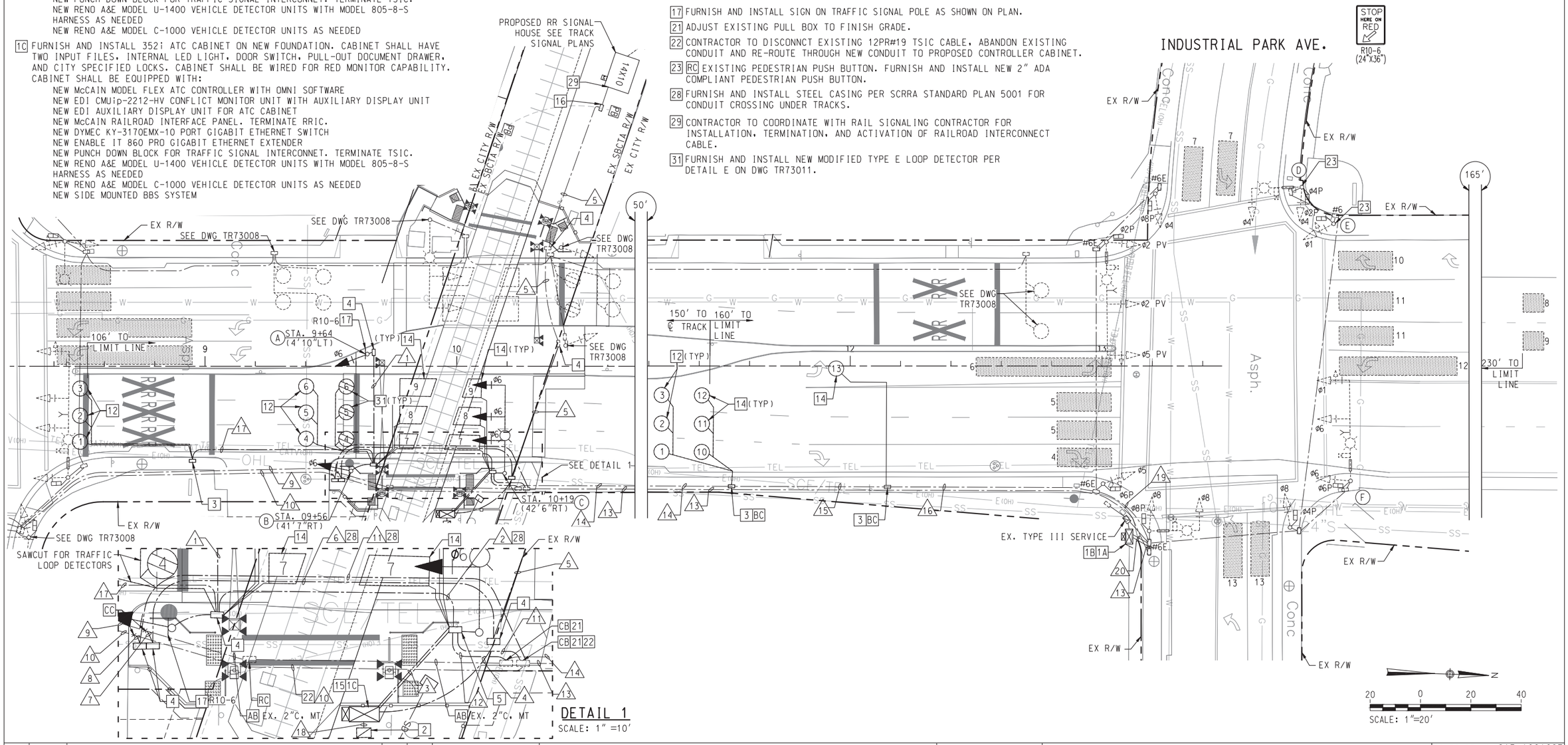
No.	STANDARD TYPE	STANDARD HEIGHT	STANDARD SIG. M.A.	STANDARD LUM. M.A.	LED LUMINAIRE	SIG MTG VEHICLE	SIG MTG VEHICLE	SIG MTG PED	PPB PHASE	POLE LOCATION A	POLE LOCATION B	SNS	REMARKS
(A)	TYPE 1A	7'	–	–	–	–	TV-1-T	–	–	SEE PLAN		–	VEHICLE HEAD BOTTOM 4'6"
(B)	TYPE 1A	10'	–	–	–	–	TV-1-T	–	–	SEE PLAN		–	–
(C)	24-3-100	30'	35'	12'	▲	3-MAS	–	–	–	SEE PLAN		–	F=12', F2-10'

NOTE: CONSTRUCT POLE STANDARDS TO CALTRANS 2015 STANDARDS. CONTRACTOR SHALL SUBMIT MATERIAL CUT SHEETS PRIOR TO ORDERING OF METERIAL. POTHOLE ALL POLE LOCATIONS PRIOR TO ORDERING POLES. PEDESTRIAN MODULES SHALL BE COUNTDOWN TYPE.
● ALL EQUIPMENT IS NEW
▲ = LEOTEK GC1 LED LIGHT WITH EQUIVALENCE TO 200W HPS

INDUSTRIAL PARK AVE POSTED SPEED = 30 MPH
ALABAMA ST POSTED SPEED = 40 MPH

SIGNAGE REFERENCES:

STOP HERE ON RED
R10-6 (24"X36")



DETAIL 1
SCALE: 1" =10'

REV.	DATE	BY SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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(951) 320-7300

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APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER NICHOLAS M. MINICILLI NO. 74667 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT
TRAFFIC SIGNAL PLAN
NB ALABAMA ST. QUEUE CUTTER/INTERCONNECT
(SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR73010
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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●CONDUCTOR SCHEDULE

AWG OR CABLE SIZE	POLE OR CIRCUIT		CONDUIT RUNS 1	2	3
3 CSC / 12 CSC	POLE A	ø6	– 1	– 1	– 1
	POLE B	ø6		– 1	– 1
	POLE C	ø6			– 1
TOTAL 3 CSC / 12 CSC CABLES			– 1	– 2	– 3
#10	SAFETY LIGHTING				2
#8	GROUND		1	1	1
TYPE B DLC	ø6			6	7
	TOTAL DLCs			6	7
4#20 CONDUCTOR DLC (CAVDS ø6)				3	7
TRAFFIC SIGNAL INTERCONNECT					1
RAILROAD INTERCONNECT					1
CONDUIT SIZE (INCHES)			3"	4"	2-3"
CONDUIT FILL (%)			7%	14%	19%

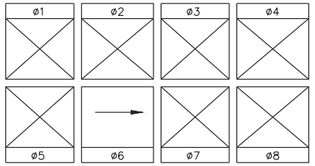
● ALL CONDUIT AND CONDUCTORS ARE NEW

NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

CONDUIT NOTES:

RUN	CONDUIT AND CABLE DESCRIPTION	% FILL
4	NEW 3"C, 12PR#19 RRIC	4%
5	EX 3"C, 12PR#19 RRIC	4%
6	NEW 3"C, 12PR#19 RRIC	4%
7	NEW 2"C, 12PR#19 RRIC	9%
8	NEW 2"C, 12PR#19 TSIC	9%
9	EX 2"C, 12PR#19 RRIC (SEE DWG TR73008 FOR CONTINUATION)	9%
10	EX 2"C, 12PR#19 TSIC (SEE DWG TR73008 FOR CONTINUATION)	9%
11	NEW 3"C, RE-ROUTED 12PR#19 TSIC	4%
12	NEW 3"C, ADD 4-4#20C DLC	8%
13	EX 2"C, 12PR#19 TSIC	9%
14	EX 2"C, ADD 4-4#20C DLC	6%
15	EX 2"C, ADD 1-DLC, ADD 1-4#20C DLC	3%
16	EX 2"C, ADD 3-DLC	4%
17	NEW 2"C, 3-DLC	7%
18	NEW 3"C, 3#6(SERVICE)	7%
19	EX 3"C, TS CONDUCTORS, ADD 4-DLC	12%
20	EX 2-3"C, TS CONDUCTORS, 12PR#19 TSIC, ADD 4-DLC	27%

NB ALABAMA ST QUEUE CUTTER
PROPOSED PHASE DIAGRAM



NOTE: RAILROAD PREEMPTION IS "ALL RED" OPERATION.
OCCUPIED QUEUE DETECTION IS "ALL RED OPERATION.

TCR = 22 SECONDS

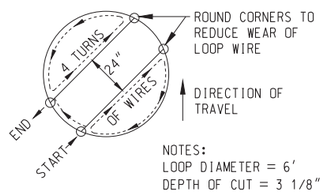
NB ALABAMA ST QUEUE CUTTER
DETECTOR ASSIGNMENT

DETECTOR	PHASE	CHANNEL	FIELD TERMINAL
1	6	25	FIT13 – 1&2
2	6	26	FIT13 – 6&7
3	6	27	FIT14 – 1&2
4	6	28	FIT14 – 6&7
5	6	29	FIT15 – 1&2
6	6	30	FIT15 – 6&7
7	6 CAVDS	31	FIT16 – 1&2
8	6 CAVDS	32	FIT16 – 6&7
9	6 CAVDS	33	FIT17 – 1&2
10	6	34	FIT17 – 6&7
11	6	35	FIT18 – 1&2
12	6	36	FIT18 – 6&7
13	6	37	FIT19 – 1&2
47	RR1	47	FIT24 – 1&2
48	RR2	48	FIT24 – 6&7

ALABAMA ST & INDUSTRIAL PARK AVE
DETECTOR ASSIGNMENT

DETECTOR	PHASE	CHANNEL	FIELD TERMINAL
1	6	29	FIT15 – 1&2
2	6	30	FIT15 – 6&7
3	6	31	FIT16 – 1&2
4	6	25	VIDEO
5	6	28	VIDEO
6	1	27	VIDEO
7	8	35	VIDEO
8	2	1	VIDEO
9	2	2	VIDEO
10	2	4	VIDEO
11	2	4	VIDEO
12	5	3	VIDEO
13	4	11	VIDEO
PPB	2	21	FIT11 – 1&2
PPB	4	22	FIT11 – 6&7
PPB	6	23	FIT12 – 1&2
PPB	8	24	FIT12 – 6&7
EVPE	2 & 5	43	FIT22 – 1&2&5
EVPE	4 & 7	45	FIT23 – 1&2&5
EVPE	1 & 6	44	FIT22 – 6&7&10
EVPE	3 & 8	46	FIT23 – 6&7&10

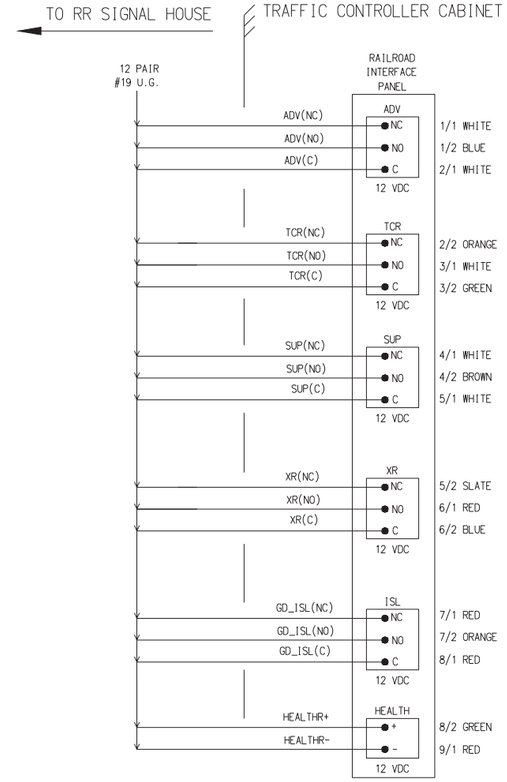
DETAIL E



NOTES:
LOOP DIAMETER = 6'
DEPTH OF CUT = 3 1/8"

MODIFIED TYPE E FRONT DETECTOR FOR BICYCLES AND VEHICLES
N.T.S.

RAILROAD INTERCONNECT CIRCUIT DIAGRAM



RAILROAD INTERCONNECT CIRCUITS:

TCR = ADVANCE PREEMPTION - TRANSFER ROW TO TRACK CLEARANCE GREEN INTERVAL

SUP = SUPERVISION - CHECKS THE INTEGRITY OF THE TCR CIRCUIT.

HEALTH = INDICATES TO RAILROAD TRAFFIC SIGNAL IS IN HARDWARE FLASH OR THERE'S A POWER OUTAGE.

COLOR CODE CHART		
PAIR NO.	MAJOR COLOR (WIRE #1)	MINOR COLOR (WIRE #2)
#1	WHITE	BLUE
#2	WHITE	ORANGE
#3	WHITE	GREEN
#4	WHITE	BROWN
#5	WHITE	SLATE
#6	RED	BLUE
#7	RED	ORANGE
#8	RED	GREEN
#9	RED	BROWN
#10	RED	SLATE
#11	BLACK	BLUE
#12	BLACK	ORANGE

PAIR NO. 1/1 WIRE NO.

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER — NICHOLAS M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
NB ALABAMA ST. QUEUE CUTTER/INTERCONNECT
(SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR73011
REVISION | SHEET NO.
SCALE NTS

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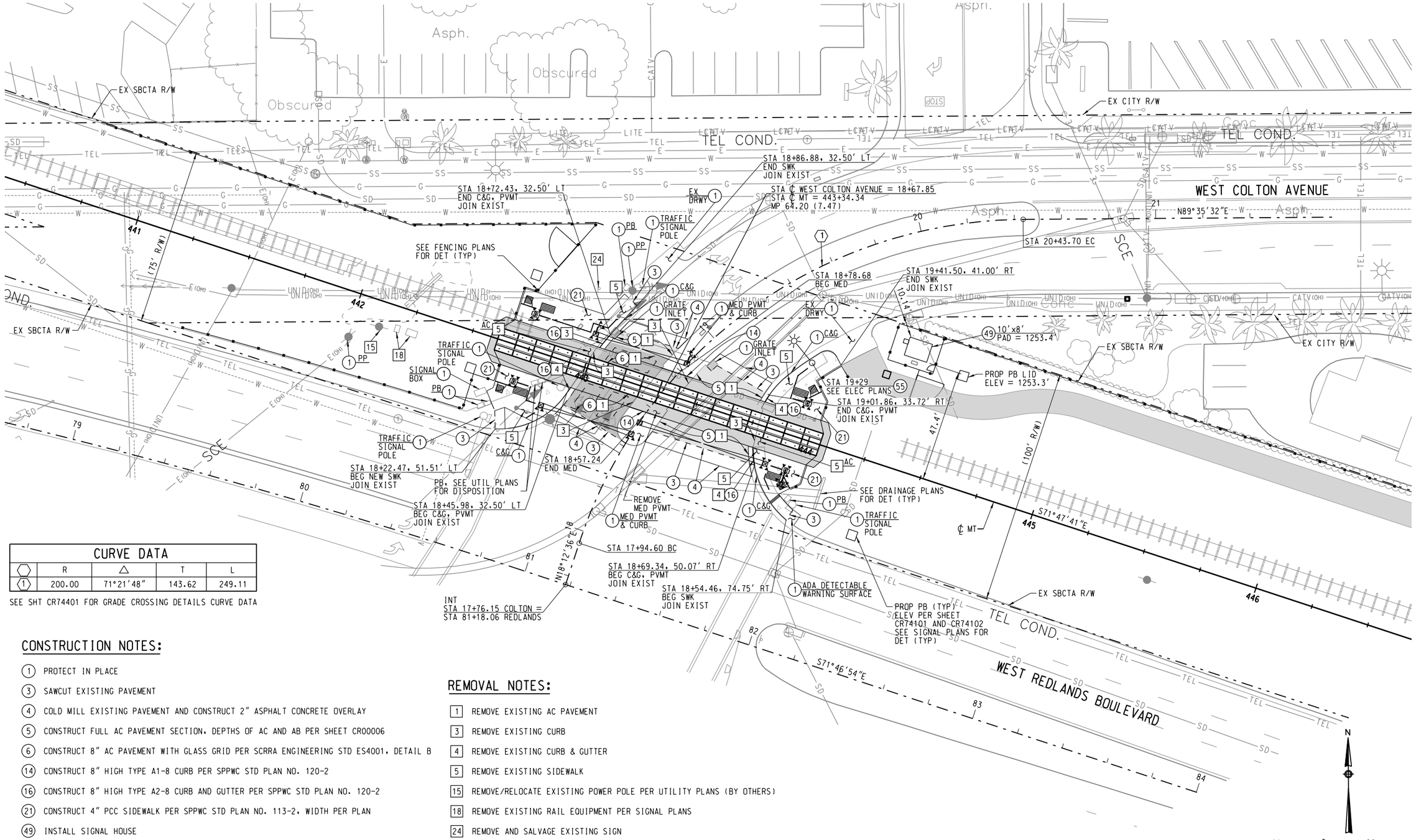

CURVE DATA				
	R	Δ	T	L
1	200.00	71°21'48"	143.62	249.11

SEE SHT CR74401 FOR GRADE CROSSING DETAILS CURVE DATA

CONSTRUCTION NOTES:

(1) PROTECT IN PLACE
(3) SAWCUT EXISTING PAVEMENT
(4) COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
(6) CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
(49) INSTALL SIGNAL HOUSE
(55) INSTALL STREET LIGHT PER CITY OF REDLANDS STD PLAN NO.459

REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT
[3] REMOVE EXISTING CURB
[4] REMOVE EXISTING CURB & GUTTER
[5] REMOVE EXISTING SIDEWALK
[15] REMOVE/RELOCATE EXISTING POWER POLE PER UTILITY PLANS (BY OTHERS)
[18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
[24] REMOVE AND SALVAGE EXISTING SIGN

DOT 027234G, CPUC 101 SG-64.20

SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

HDR
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Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST COLTON AVENUE – MP 64.20 (7.47)
LAYOUT

CONTRACT NO.	17-1001705
DRAWING NO.	CR74101
REVISION	SHEET NO.
SCALE	1"=20'

12/19/2017
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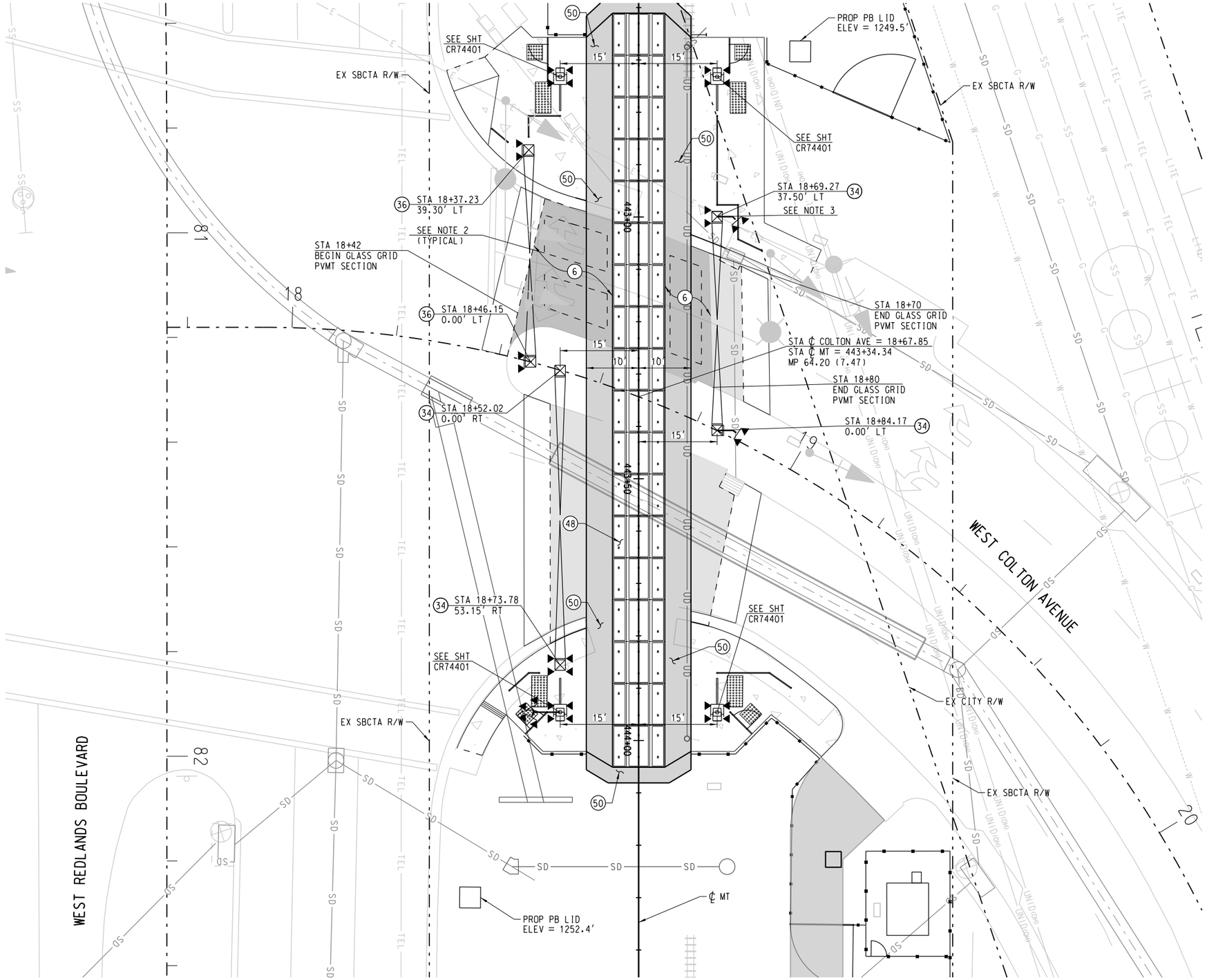

CONSTRUCTION NOTES:

(6) CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300
(36) INSTALL CPUC STD NO. 9E ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300
(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS
(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. INSTALL VEHICLE DETECTION LOOPS PER SCRRA ENGINEERING STANDARDS ES4001 AND ES8405.
3. PROTECT UTILITY - HAND DIG OR POTHOLE EXISTING UTILITY LINE.

SCALE: 1"=10'

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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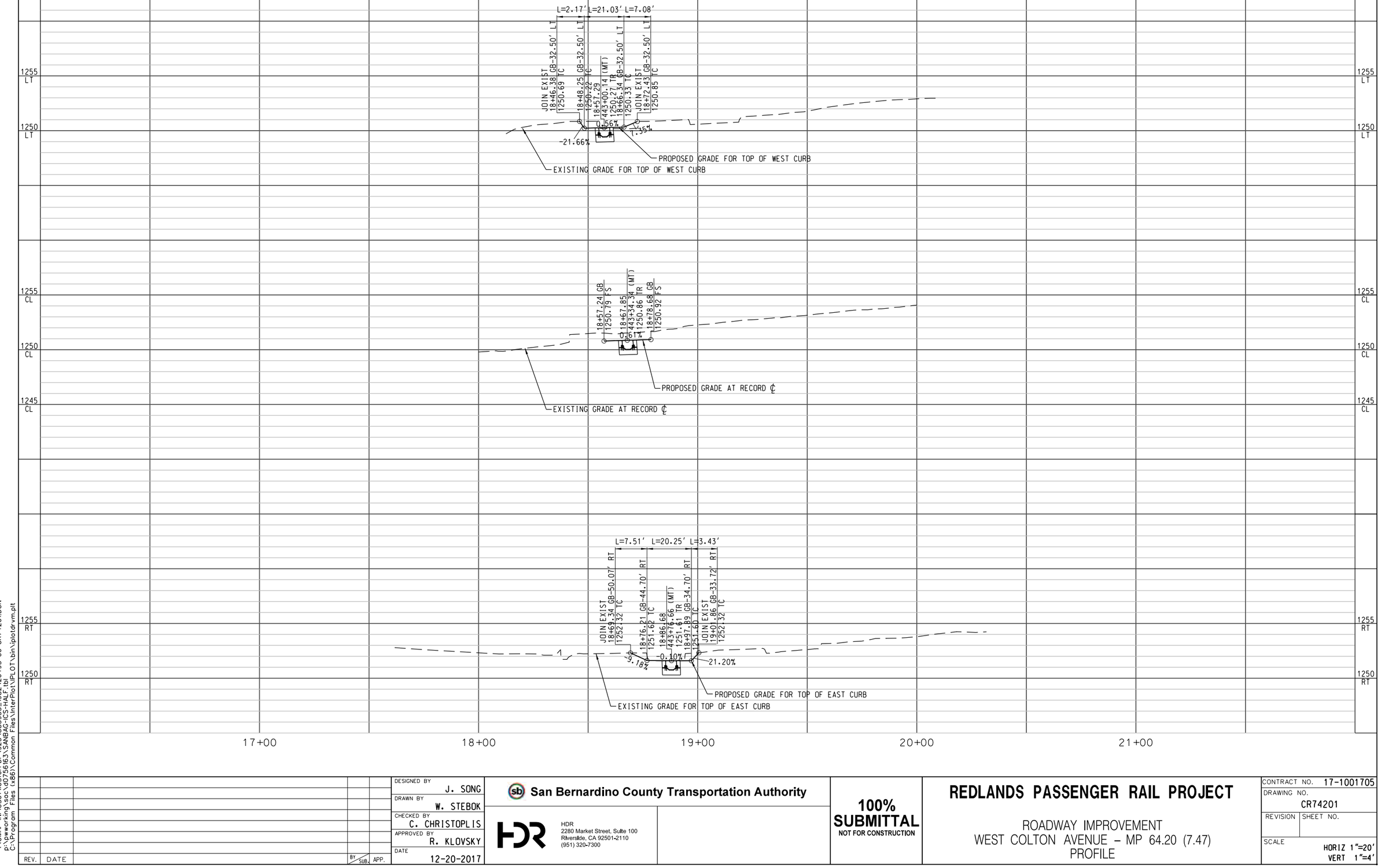
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST COLTON AVENUE – MP 64.20 (7.47)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR74102
REVISION | SHEET NO.
SCALE 1"=10'



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REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

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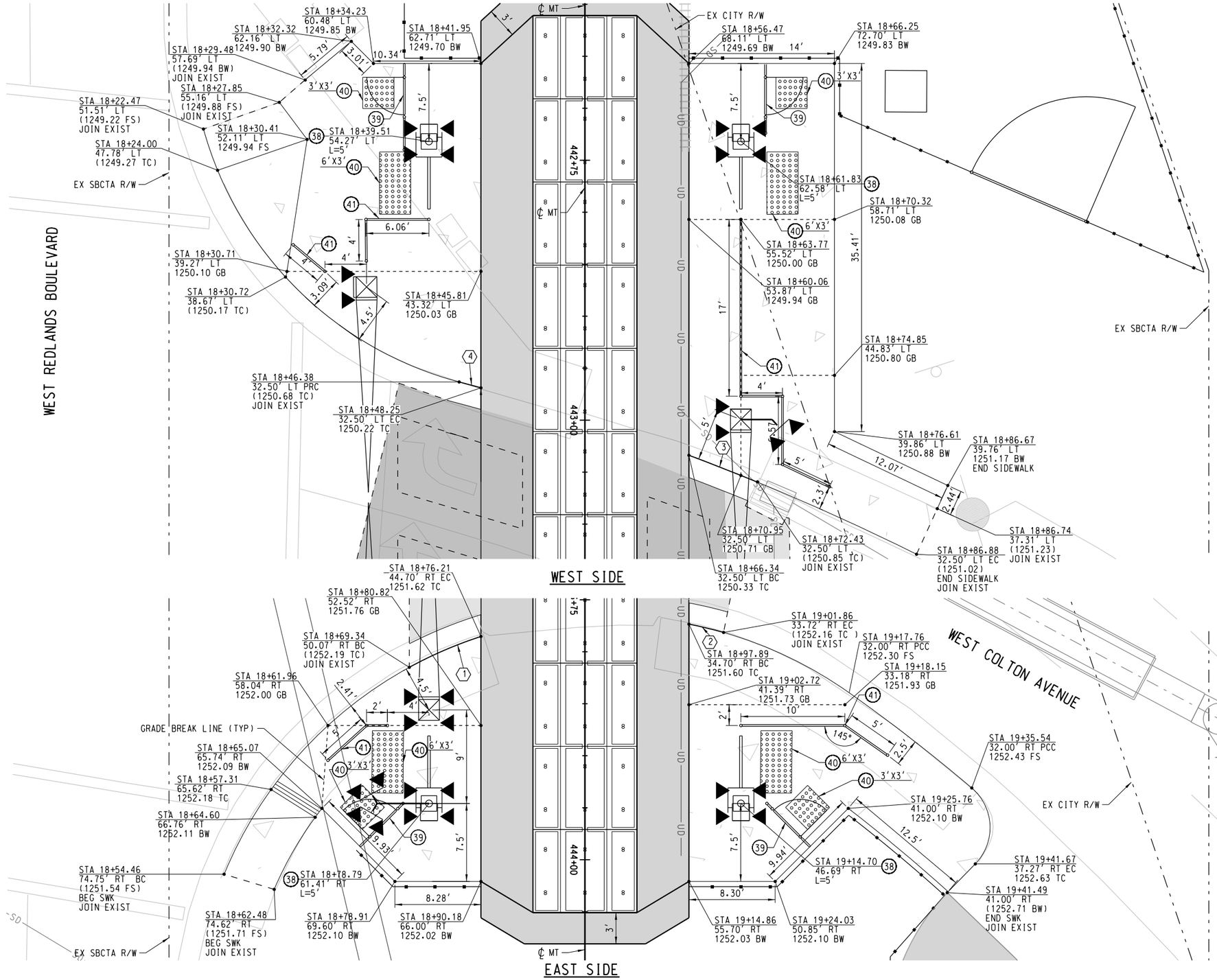
REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST COLTON AVENUE – MP 64.20 (7.47)
PROFILE

CONTRACT NO.	17-1001705
DRAWING NO.	CR74201
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'



CONSTRUCTION NOTES:

(38) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN
(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.

CURVE DATA

	R	△	T	L
1	40.00	10°45'46"	3.77	7.51
2	40.00'	4°54'41"	1.72	3.43
3	232.50	1°44'42"	3.54	7.08
4	232.50	0°32'05"	1.09	2.17

REV.	DATE	BY	SUB.	APP.

DESIGNED BY: J. SONG
DRAWN BY: W. STEBOK
CHECKED BY: C. CHRISTOPLIS
APPROVED BY: R. KLOVSKY
DATE: 12-20-2017

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST COLTON AVENUE – MP 64.20 (7.47)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR74401
REVISION | SHEET NO.
SCALE 1"=5'

12/19/2017
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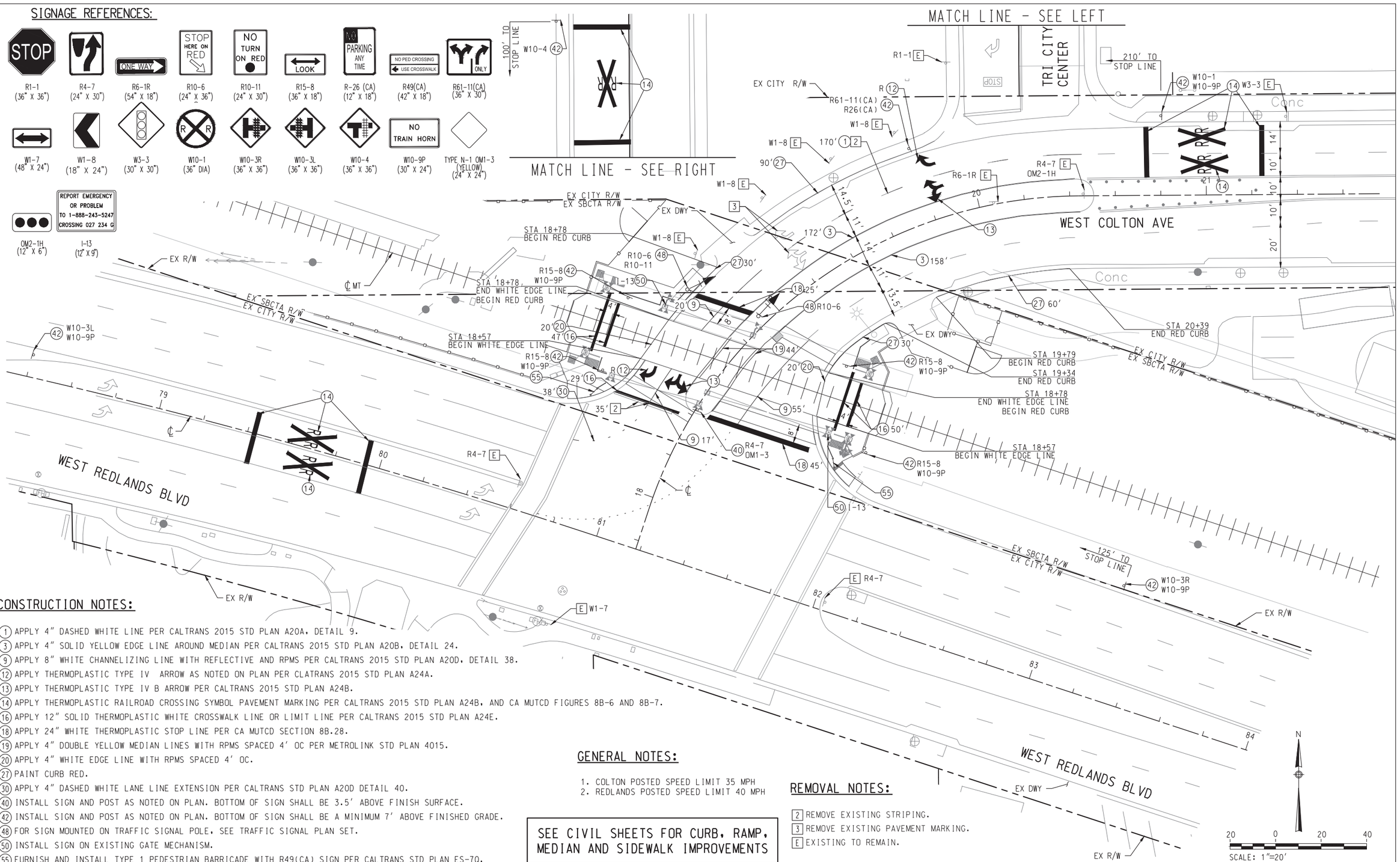
C:\Users\cchristoplis\Documents\Projects\SANBAG\CR74401_HAL_126495-06-CR74401.dgn

SIGNAGE REFERENCES:



CONSTRUCTION NOTES:

(1) APPLY 4" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
(3) APPLY 4" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(9) APPLY 8" WHITE CHANNELIZING LINE WITH REFLECTIVE AND RPMS PER CALTRANS 2015 STD PLAN A20D, DETAIL 38.
(12) APPLY THERMOPLASTIC TYPE IV ARROW AS NOTED ON PLAN PER CLATRANS 2015 STD PLAN A24A.
(13) APPLY THERMOPLASTIC TYPE IV B ARROW PER CALTRANS 2015 STD PLAN A24B.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 4" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 4" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(27) PAINT CURB RED.
(30) APPLY 4" DASHED WHITE LANE LINE EXTENSION PER CALTRANS STD PLAN A20D DETAIL 40.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(48) FOR SIGN MOUNTED ON TRAFFIC SIGNAL POLE, SEE TRAFFIC SIGNAL PLAN SET.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.
(55) FURNISH AND INSTALL TYPE 1 PEDESTRIAN BARRICADE WITH R49(CA) SIGN PER CALTRANS STD PLAN ES-7D.

GENERAL NOTES:

1. COLTON POSTED SPEED LIMIT 35 MPH
2. REDLANDS POSTED SPEED LIMIT 40 MPH

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING.
[3] REMOVE EXISTING PAVEMENT MARKING.
[E] EXISTING TO REMAIN.

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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APPROVED: _____

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST COLTON AVENUE - MP 64.20 (7.47)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR74501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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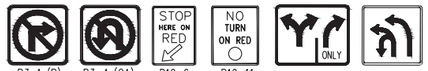
*CONDUCTOR SCHEDULE

AWG OR CABLE SIZE	POLE OR CIRCUIT		CONDUIT RUNS 1	2	3	4	5	6	7	8	9
3 CSC / 12 CSC	POLE A	ø2,ø4/OLA,ø5,ø8P, ø8PPB	1/2		1					1/2	
	POLE B	ø4/OLA		–	–	–				–	
	POLE C	ø2,ø4/OLA,ø4P, ø4PPB			1/1					1/1	
	POLE D	ø6,ø4P,ø4PPB								1/1	
	POLE E	ø7/OLB							–/1	–/1	
	POLE F	ø5,ø6,ø8P,ø8PPB				1/1			1/1	1/1	
	POLE G	ø7/OLB						–/1	–/1	–/1	
	POLE H	ø7/OLB					–/1	–/1	–/1	–/1	
TOTAL 3 CSC / 12 CSC CABLES			1/2	–	1/2	1/1	–	1/1	2/1	4/4	–
#6	SERVICE				3					3	
#8	SAFETY LIGHTING		2		2	2		2●	2	2	
#8	SIGNAL COMMON		1	1	1	1	1	1	1	1	
TYPE B DLC	ø7/OLB							2●	4●	4●	
	ø4/OLA								2●	2●	
	TOTAL DLCs							2●	4●	4●	
EVPE CABLE			1		1					2	
VIDEO DETECTION CABLE			1		2			1▲	1▲	3	
TRAFFIC SIGNAL INTERCONNECT (12PR#19)											1
RAILROAD INTERCONNECT (12PR#19)							1●	1●	1●	1●	
CONDUIT SIZE (INCHES)			4"	3"●	4"	4"	3"●	4"	4"	2–4"	2"
CONDUIT FILL (%)			13%	7%	21%	6%	14%	14%	26%	24%	9%

* ALL CONDUIT AND CONDUCTORS ARE EXISTING UNLESS NOTED:
(●) = NEW
(▲) = REPULL

NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

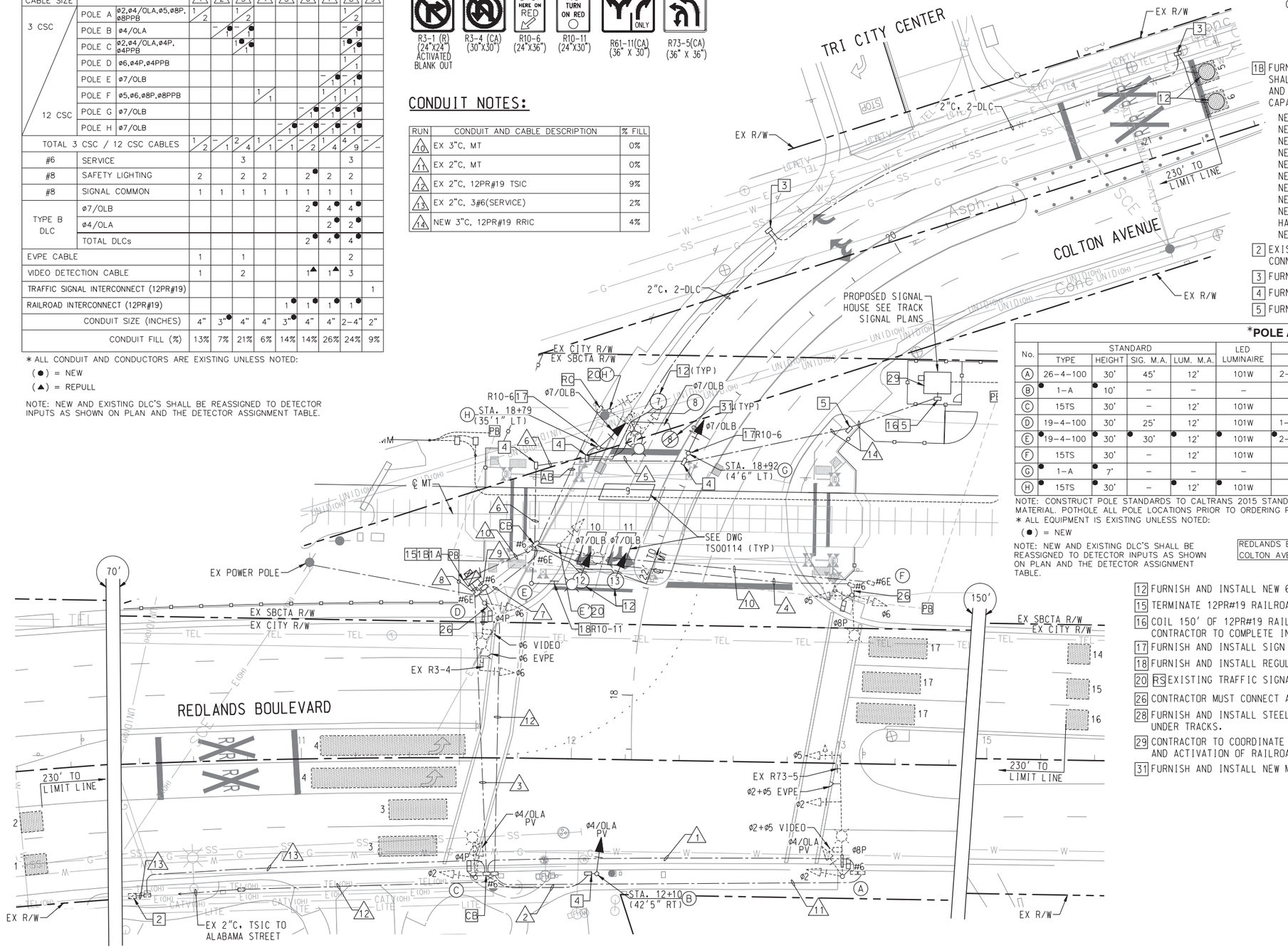
SIGNAGE REFERENCES:



R3-1 (R) (24"X24" ACTIVATED BLANK OUT) | R3-4 (CA) (30"X30") | R10-6 (24"X36") | R10-11 (24"X30") | R61-11(CA) (36" X 30") | R73-5(CA) (36" X 36")

CONDUIT NOTES:

RUN	CONDUIT AND CABLE DESCRIPTION	% FILL
10	EX 3"C, MT	0%
11	EX 2"C, MT	0%
12	EX 2"C, 12PR#19 TSIC	9%
13	EX 2"C, 3#6(SERVICE)	2%
14	NEW 3"C, 12PR#19 RRIC	4%



CONSTRUCTION NOTES:

1A RS EXISTING NEMA TYPE "P" CABINET ON RAISED 18" P.C.C. FOUNDATION. RELOCATE THE FOLLOWING EQUIPMENT TO NEW PROPOSED CONTROLLER CABINET:
ITERIS VANTAGE EDGE 2 VIDEO DETECTION PROCESSOR
VIDEO MONITORING SCREEN
GTT 764 PHASE SELECTOR
SIDE MOUNTED MYERS BATTERY BACKUP SYSTEM (BBS)

1B FURNISH AND INSTALL 350i ATC CABINET ON EXISTING FOUNDATION. CABINET SHALL HAVE INTERNAL LED LIGHT, DOOR SWITCH, PULL-OUT DOCUMENT DRAWER, AND CITY SPECIFIED LOCKS. CABINET SHALL BE WIRED FOR RED MONITOR CAPABILITY. CABINET SHALL BE EQUIPPED WITH:
NEW McCAIN MODEL FLEX ATC CONTROLLER WITH OMNI SOFTWARE
NEW EDI CMUip-2212-HV CONFLICT MONITOR UNIT
NEW EDI AUXILIARY DISPLAY UNIT FOR ATC CABINET
NEW McCAIN RAILROAD INTERFACE PANEL. TERMINATE RRIC.
NEW DYMEC KY-3170EMX-10 PORT GIGABIT ETHERNET EXTENDER
NEW ENABLE IT 860 PRO GIGABIT ETHERNET EXTENDER
NEW SIERRA WIRELESS AIRLINK MG90 ROUTER
NEW PUNCH DOWN BLOCK FOR TRAFFIC SIGNAL INTERCONNECT. TERMINATE TSIC.
NEW RENO A&E MODEL U-1400 VEHICLE DETECTOR UNITS WITH MODEL 805-8-S HARNESS AS NEEDED
NEW RENO A&E MODEL C-1000 VEHICLE DETECTOR UNITS AS NEEDED

2 EXISTING TYPE-III-CF DUAL METER SERVICE PEDESTAL. PROTECT IN PLACE. CONNECT EXISTING SERVICE TO NEW CABINET.

3 FURNISH AND INSTALL NEW #5 PULL BOX WITH TAMPER PROOF LID.

4 FURNISH AND INSTALL NEW #6 PULL BOX WITH TAMPER PROOF LID.

5 FURNISH AND INSTALL NEW #6E PULL BOX WITH TAMPER PROOF LID.

*POLE AND EQUIPMENT SCHEDULE

No.	STANDARD TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	LED LUMINAIRE	SIG MTG VEHICLE	PED	PPB PHASE	POLE LOCATION A	B	RSNS	REMARKS
(A)	26-4-100	30'	45'	12'	101W	2-MAS	SV-2-T	SP-1-T	ø8P	EXISTING	Colton Ave	–
(B)	1-A●	10'	–	–	–	–	TV-1-T●	–	–	SEE PLAN	–	–
(C)	15TS	30'	–	12'	101W	–	SV-2-T	SP-1-T	ø4P	EXISTING	Redlands Blvd	
(D)	19-4-100	30'	25'	12'	101W	1-MAS	SV-1-T	SP-1-T	ø4P	EXISTING	Colton Ave	
(E)	19-4-100●	30'●	30'●	12'●	101W●	2-MAS	–	–	–	20'	4'8"	–	–
(F)	15TS	30'	–	12'	101W	–	SV-2-T	SP-1-T	ø8P	EXISTING	–	–
(G)	1-A●	7'●	–	–	–	–	TV-1-T●	–	–	SEE PLAN	–	VEHICLE HEAD BOTTOM 4'6"
(H)	15TS	30'	–	12'	101W	–	SV-1-T	–	–	SEE PLAN	–	–

NOTE: CONSTRUCT POLE STANDARDS TO CALTRANS 2015 STANDARDS. CONTRACTOR SHALL SUBMIT MATERIAL CUT SHEETS PRIOR TO ORDERING OF MATERIAL. POTHOLE ALL POLE LOCATIONS PRIOR TO ORDERING POLES. PEDESTRIAN MODULES SHALL BE COUNTDOWN TYPE.
* ALL EQUIPMENT IS EXISTING UNLESS NOTED:
(●) = NEW

NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

REDLANDS BLVD POSTED SPEED = 40 MPH
COLTON AVE POSTED SPEED = 35 MPH

EXISTING POLES TO BE RS	
(E)	15TS
(H)	17-2-100

12 FURNISH AND INSTALL NEW 6' DIAMETER TYPE E LOOP DETECTOR PER CALTRANS STD. PLAN ES-5B.

15 TERMINATE 12PR#19 RAILROAD INTERCONNECT CABLE.

16 COIL 150' OF 12PR#19 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX. RAILROAD CONTRACTOR TO COMPLETE INSTALLATION.

17 FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL POLE AS SHOWN ON PLAN.

18 FURNISH AND INSTALL REGULATORY SIGN ON TRAFFIC SIGNAL MAST ARM AS SHOWN ON PLAN.

20 RS EXISTING TRAFFIC SIGNAL STANDARD. DEMO POLE FOUNDATION 36" BELOW FINISH GRADE.

26 CONTRACTOR MUST CONNECT AND COMMISSION EXISTING "BLANK-OUT" SIGN.

28 FURNISH AND INSTALL STEEL CASING PER SCRRA STANDARD PLAN 5001 FOR CONDUIT CROSSING UNDER TRACKS.

29 CONTRACTOR TO COORDINATE WITH RAIL SIGNALING CONTRACTOR FOR INSTALLATION, TERMINATION, AND ACTIVATION OF RAILROAD INTERCONNECT CABLE.

31 FURNISH AND INSTALL NEW MODIFIED TYPE E LOOP DETECTOR PER DETAIL A ON DWG TR73013.

N

20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
WEST COLTON AVENUE AND REDLANDS BOULEVARD
(SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR74012
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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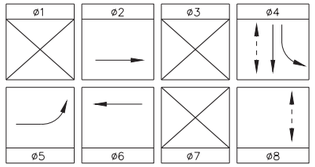
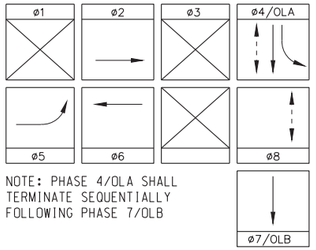
RAILROAD INTERCONNECT CIRCUIT DIAGRAM

DETECTOR ASSIGNMENT			
DETECTOR	PHASE	CHANNEL	FIELD TERMINAL
1	2	2	VIDEO
2	2	3	VIDEO
3	2	4	VIDEO
4	5	1	VIDEO
5	4 (ø7/OLB)	7	TB2 – 1&2
6	4 (ø7/OLB)	8	TB2 – 4&5
7	4 (ø7/OLB)	9	TB2 – 6&7
8	4 (ø7/OLB)	10	TB2 – 9&10
9	4 (ø4/OLA) CAVDS	13	TB3 – 1&2
10	4 (ø4/OLA) CAVDS	14	TB3 – 4&5
11	4 (ø4/OLA) CAVDS	15	TB3 – 6&7
12	4 (ø4/OLA)	11	TB2 – 11&12
13	4 (ø4/OLA)	12	TB2 – 14&15
14	6	27	VIDEO
15	6	28	VIDEO
16	6	29	VIDEO
17	6	30	VIDEO
PPB	4	22	TB4 – 9&10
PPB	8	24	TB4 – 14&15
EVPE	2&5	43	TB8 – 1&2&3
EVPE	6	45	TB8 – 6&7&3

EXISTING PHASE DIAGRAM

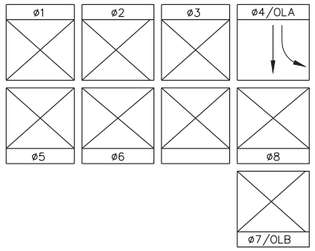


PROPOSED PHASE DIAGRAM

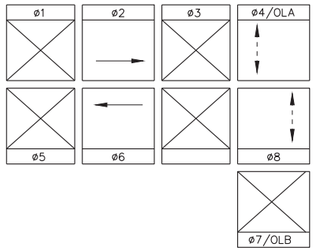


NOTE: PHASE 4/OLA SHALL TERMINATE SEQUENTIALLY FOLLOWING PHASE 7/OLB

RAILROAD PREEMPTION TRACK CLEAR

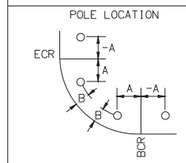


RAILROAD PREEMPTION LIMITED SERVICE



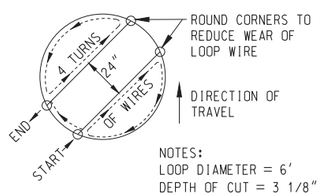
TCR = 41 SECONDS, ADV = 70 SECONDS

POLE LOCATION DETAIL



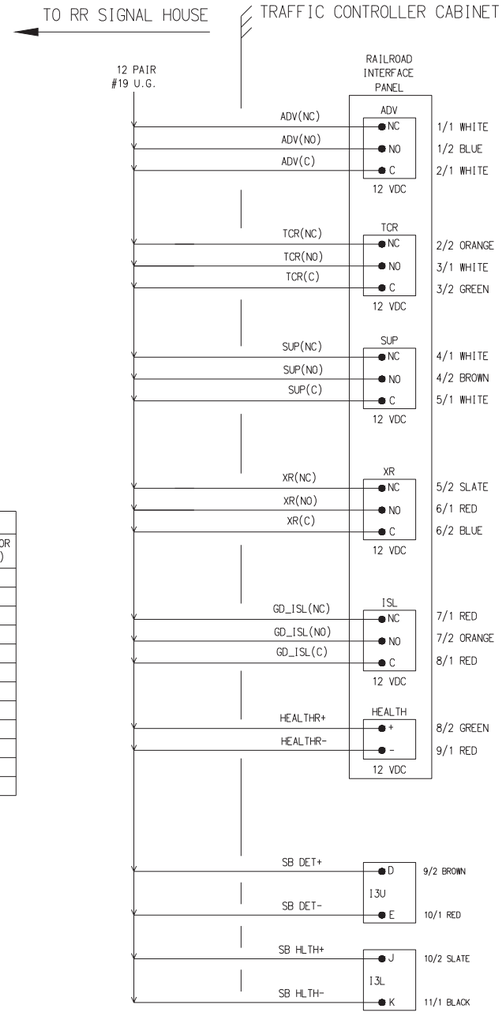
EXACT LOCATION BY ENGINEER IN THE FIELD

DETAIL E



NOTES:
LOOP DIAMETER = 6'
DEPTH OF CUT = 3 1/8"

MODIFIED TYPE E FRONT DETECTOR FOR BICYCLES AND VEHICLES
N.T.S.



COLOR CODE CHART		
PAIR NO.	MAJOR COLOR (WIRE #1)	MINOR COLOR (WIRE #2)
#1	WHITE	BLUE
#2	WHITE	ORANGE
#3	WHITE	GREEN
#4	WHITE	BROWN
#5	WHITE	SLATE
#6	RED	BLUE
#7	RED	ORANGE
#8	RED	GREEN
#9	RED	BROWN
#10	RED	SLATE
#11	BLACK	BLUE
#12	BLACK	ORANGE

PAIR NO. 1/1 WIRE NO.

RAILROAD INTERCONNECT CIRCUITS:

ADV = ADVANCE INPUT - CONTINUE SERVICE TO VEHICLES AND PEDESTRIANS. HOLD PEDESTRIAN CALLS UNTIL LIMITED SERVICE INTERVAL.

TCR = ADVANCE PREEMPTION - TRANSFER ROW TO TRACK CLEARANCE GREEN INTERVAL

SUP = SUPERVISION - CHECKS THE INTEGRITY OF THE TCR CIRCUIT.

XR = CROSSING ACTIVE - INDICATES GRADE CROSSING WARNING SYSTEM IS ACTIVE.

GD/ISL = GATE DOWN/ISLAND - EXTEND TRACK CLEARANCE GREEN INTERVAL UNTIL GD/ISL INPUT IS RECEIVED AND CROSSING AREA VEHICLE DETECTION IS NOT OCCUPIED.

HEALTH = INDICATES TO RAILROAD TRAFFIC SIGNAL IS IN HARDWARE FLASH OR THERE'S A POWER OUTAGE.

DET = EXIT GATE - EXTEND TRACK CLEARANCE GREEN INTERVAL UNTIL DETECTION IS NOT OCCUPIED

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
WEST COLTON AVENUE AND REDLANDS BOULEVARD
(SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR74013
REVISION | SHEET NO.
SCALE NTS

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CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(2) ADJUST TO GRADE, ITEM PER PLAN

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 0.12' EXISTING PAVEMENT AND CONSTRUCT 0.12' ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(1) (21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

(24) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B

(25) CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011

(29) CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN NO. 122-2

(31) CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION

(44) INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006

(49) INSTALL SIGNAL HOUSE

(76) CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE C

CURVE DATA				
No.	R	Δ	T	L
(1)	4.50'	180°00'00"	-	14.14'
(2)	4.50'	180°00'00"	-	14.14'
(3)	35.00'	101°03'36"	42.50'	61.73'
(4)	35.00'	70°44'32"	24.85'	43.21'

REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT

[4] REMOVE EXISTING CURB & GUTTER

[5] REMOVE EXISTING SIDEWALK

[6] REMOVE EXISTING DRIVEWAY

[7] REMOVE CROSS GUTTER

[8] REMOVE EXISTING POLE/BOLLARD

[9] REMOVE AND SALVAGE EXISTING STREET LIGHT

[10] REMOVE EXISTING RAILROAD SIGNAL

[15] REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS

[24] REMOVE AND SALVAGE EXISTING SIGN

WEST REDLANDS BOULEVARD

TENNESSEE STREET

EX SBCTA R/W

EX CITY R/W

℄ MT

STA ℄ TENNESSEE STREET = 9+78.81
STA ℄ MT = 461+71.39
MP 64.55 (7.82)

STA 99+03.23 (REDLANDS) ECR
38.83' RT
BEG C&G, PVMT, CROSS GUTTER
JOIN EXIST
(1273.98 TC)
(1273.31 FL)

STA 9+35.53
32.36' LT
1274.77 FL

STA 9+23.37
1275.41 FL

9+38.28
32.00' RT ECR

9+13.33
32.00' RT
1275.68 FL

STA ℄ TENNESSEE STREET = 8+82.89
STA ℄ REDLANDS BLVD = 100+00.00

STA 100+44.98(REDLANDS) BCR
39.39' RT
BEGIN C&G, PVMT, CROSS GUTTER
JOIN EXIST
(1276.51 TC)
(1275.87 FL)

TRAFFIC SIGNAL EQUIPMENT TO BE REMOVED/RELOCATED PER TRAFFIC SIGNAL PLANS (TYPICAL)

EXIST PEDESTRIAN PUSH BUTTONS & PB SEE TRAFFIC SIGNAL PLANS

PB SEE TRAFFIC SIGNAL PLANS

SEE DRAINAGE PLANS

WM AND BFP SEE UTILITY PLANS

9+68.22
END MED

9+50.18 BC
4.50' LT

9+50.18 BC
4.50' RT

9+89.40
BEG MED

MODIFIED
W=12'

STA 10+40.00
℄ DRWY, W=12'
42.31' RT

STA 10+05.29
℄ DRWY
W=12'

STA 10+41.08
℄ DRWY
W=16'

14'x10'
PAD = 1274.0'

PROP PB (TYP)
ELEV PER SHEET CR78102
SEE SIGNAL PLANS (TYP)

STA 10+55.65
32.00' LT
END C&G, SWK, PVMT
JOIN EXIST

STA 11+17.01
CASE A

1 EXIST DRWY

11+02.94 BC
4.50' LT

STA 11+11.44, 6.50' LT
END PVMT
JOIN EXIST
5'

STA 11+11.44, 6.50' RT
END PVMT
JOIN EXIST

2 CURB DRAIN
11+02.94 EC
4.50' RT

STA 10+79.62, 32.00' RT
END C&G, SWK & PVMT
JOIN EXIST
(1276.54 TC)

5 TOTAL

2 WM, VAULT & BFP

METERING PEDESTAL SEE ELEC PLANS

2 CURB DRAIN

1 PIV & FH

SEE FENCING PLANS

SEE DRAINAGE PLANS

1 TEL MH

1 PP

1 SWK

Asphalt

Obscured

N1°2'21"W

S71°46'43"E

S71°47'40"E

(40' R/W)

CHARLES CHRISTOPLIS
No. 045570
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

DOT 027235N, CPUC 101 SG-64.55

SCALE: 1"=20'

REV.	DATE		BY	SUB	APP.
1	08-28-18	ADDENDUM 1	EA		CC

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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REGISTERED PROFESSIONAL ENGINEER
HAO-HENG SONG
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Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET – MP 64.55 (7.82)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR78101
REVISION
SHEET NO. 437 OF 2425
SCALE 1"=20'

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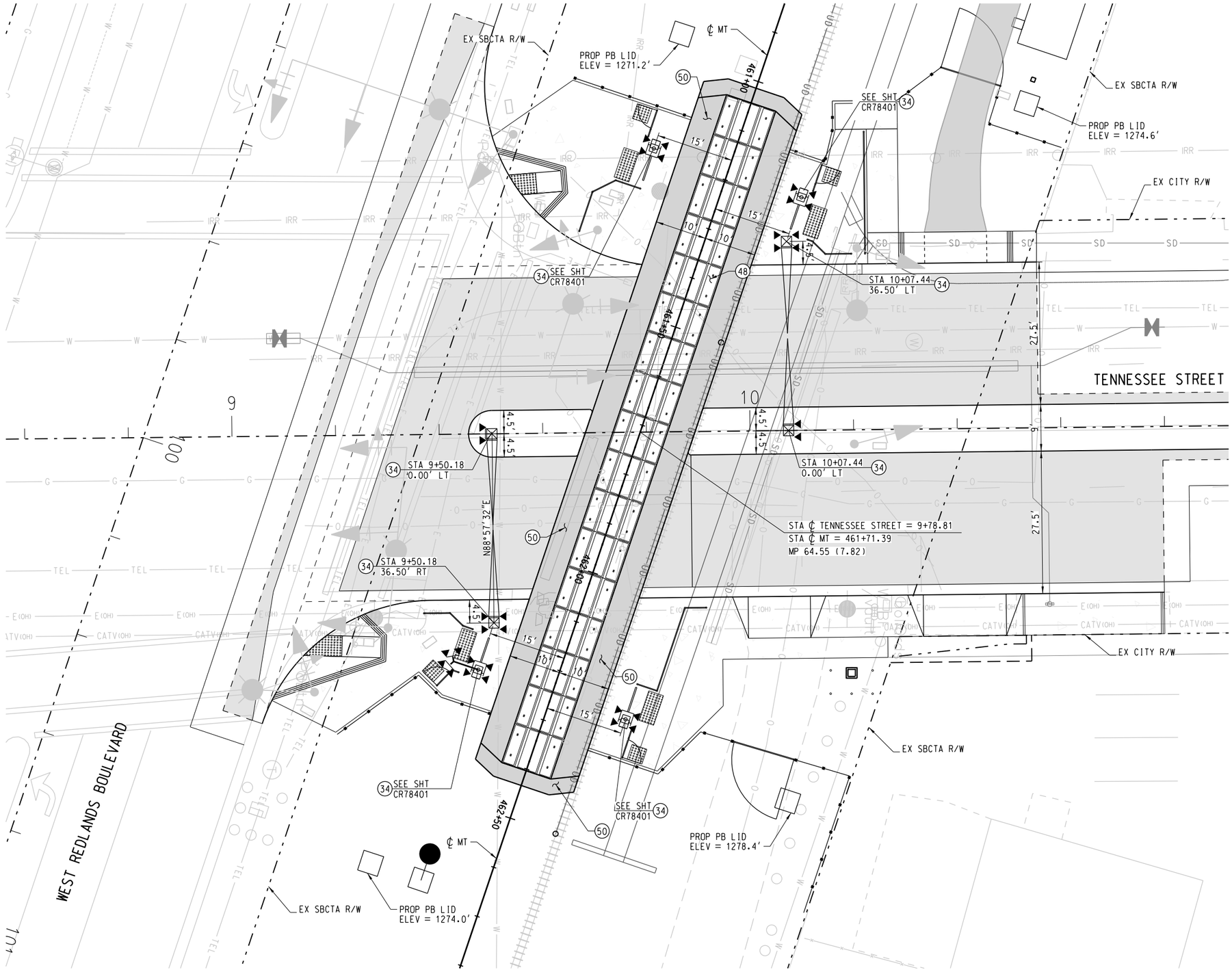

CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300

(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS

(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.

REV.	DATE	BY	SUB	APP.

DESIGNED BY: J. SONG
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DATE: 5-18-2018

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET – MP 64.55 (7.82)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR78102
REVISION | SHEET NO.
SCALE 1"=10'

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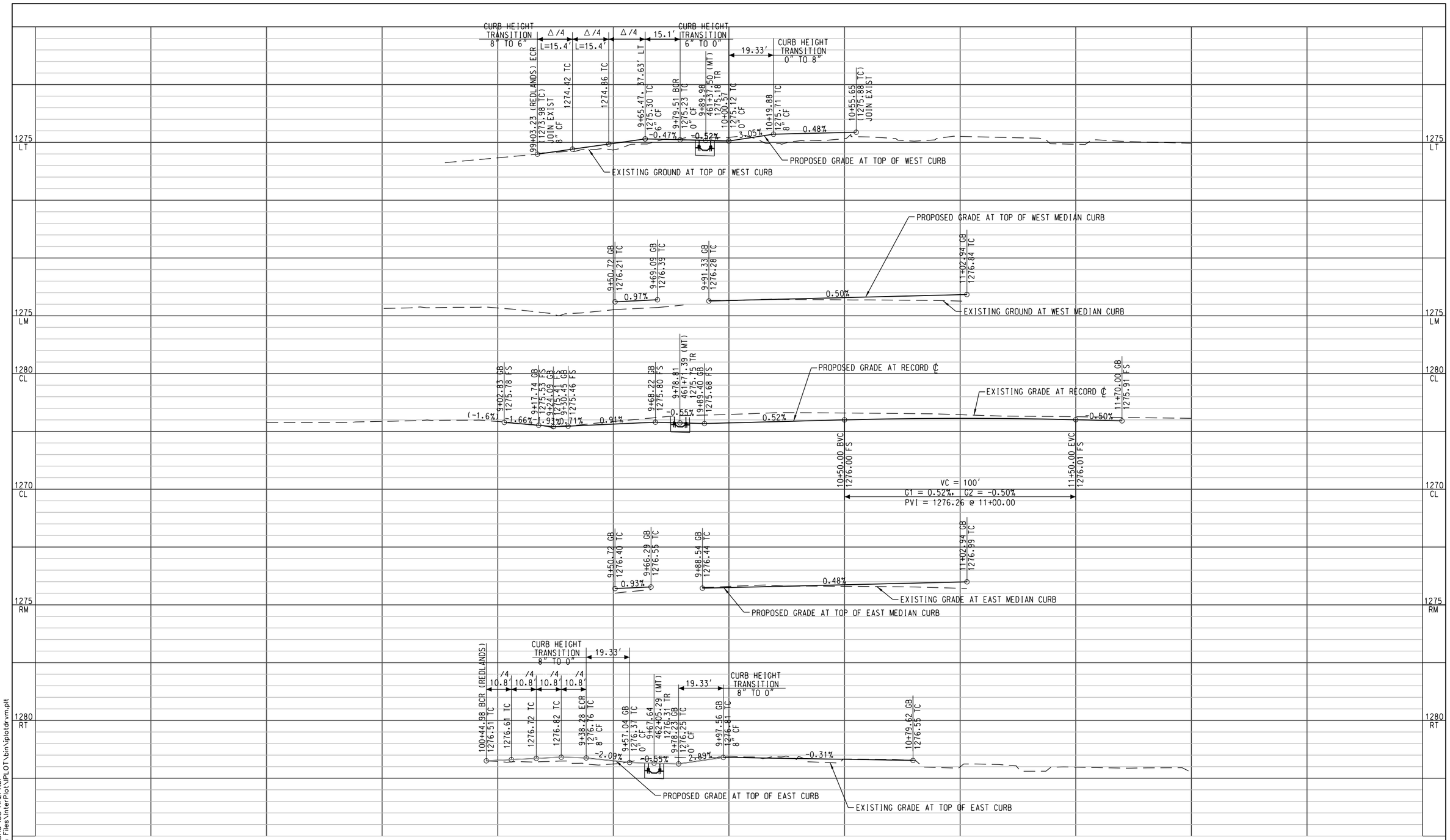

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5/24/2018

REV.	DATE		BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	J. KUO
CHECKED BY	J. BROWN
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

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CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET – MP 64.55 (7.82)
PROFILE

CONTRACT NO.	17-1001705
DRAWING NO.	CR78201
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'

CONSTRUCTION NOTES:

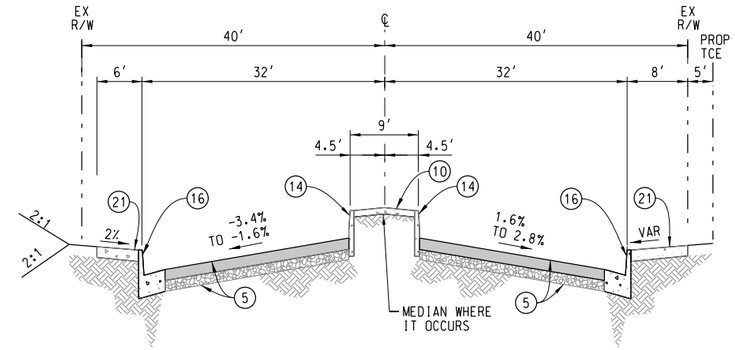
(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

1 (21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006



TENNESSEE STREET
NTS

1 REGISTERED PROFESSIONAL ENGINEER — CHARLES CHRISTOPLIS — No. 045570 — CIVIL — STATE OF CALIFORNIA

REV.	DATE		BY	SUB.	APP.
1	08-28-18	ADDNEDUM 1	EA		CC

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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REGISTERED PROFESSIONAL ENGINEER — JIANSHENG SONG — No. 71849 — Exp. 12/31/19 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET – MP 64.55 (7.82)
TYPICAL SECTION

CONTRACT NO. 17-1001705
DRAWING NO. CR78301
REVISION | SHEET NO. 440 OF 2425
SCALE 1"=10'

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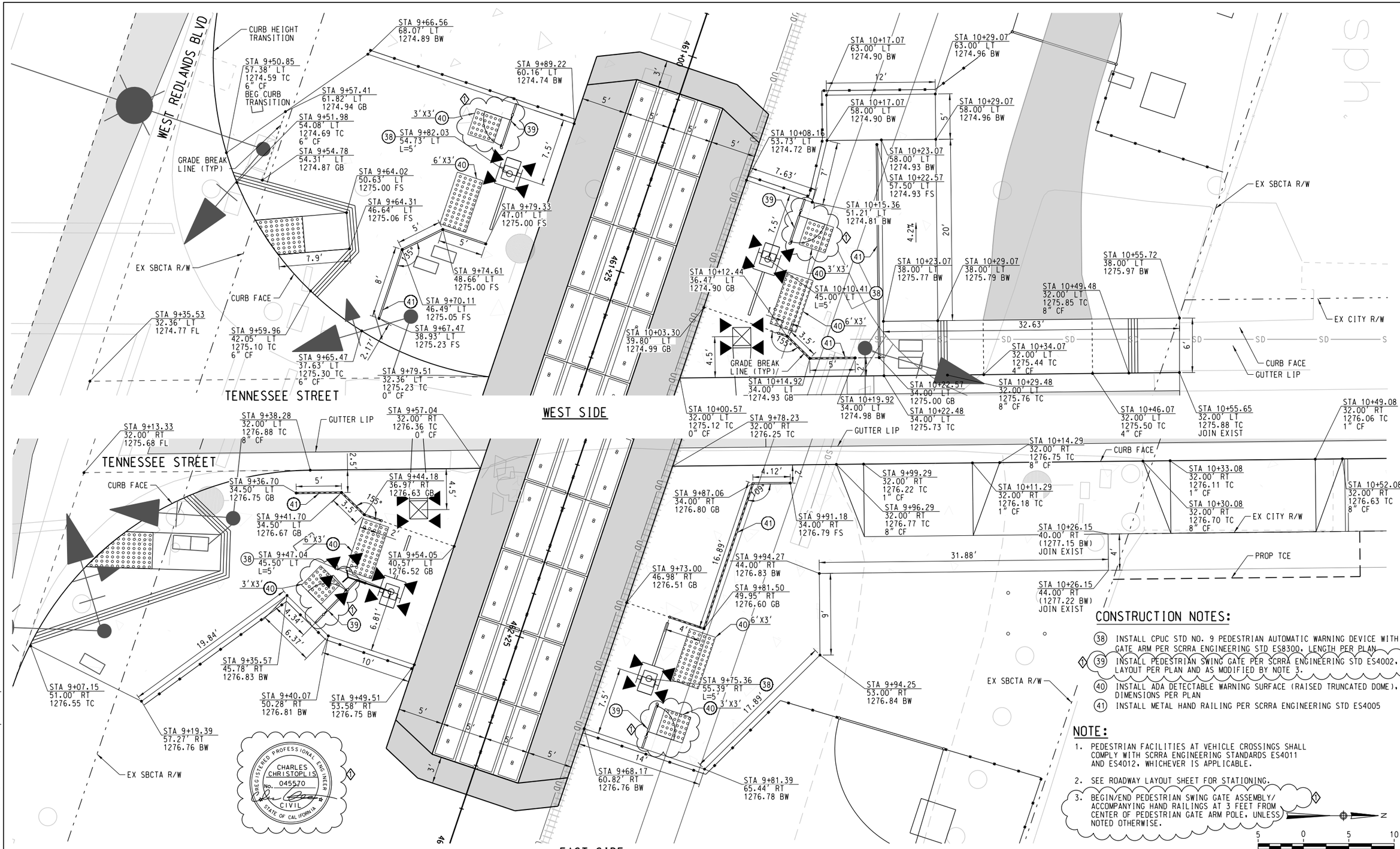

CONSTRUCTION NOTES:

38. INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
39. INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN AND AS MODIFIED BY NOTE 3.
40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
41. INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.
3. BEGIN/END PEDESTRIAN SWING GATE ASSEMBLY/ ACCOMPANYING HAND RAILINGS AT 3 FEET FROM CENTER OF PEDESTRIAN GATE ARM POLE, UNLESS NOTED OTHERWISE.

SCALE: 1"=5'-0"

REV.	DATE		BY	SUB.	APP.
1	08-28-18	ADDENDUM 1	EA		CC

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
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REGISTERED PROFESSIONAL ENGINEER JIANSHENG SONG No. 71849 Exp. 12/31/19 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET – MP 64.55 (7.82)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR78401
REVISION
SHEET NO. 441 OF 2425
SCALE 1"=5'

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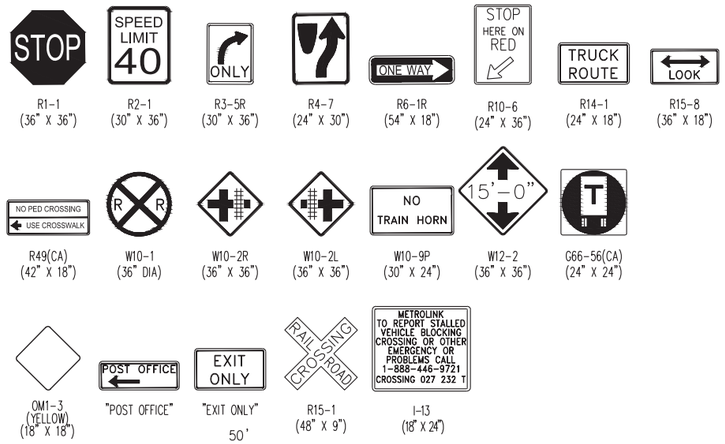
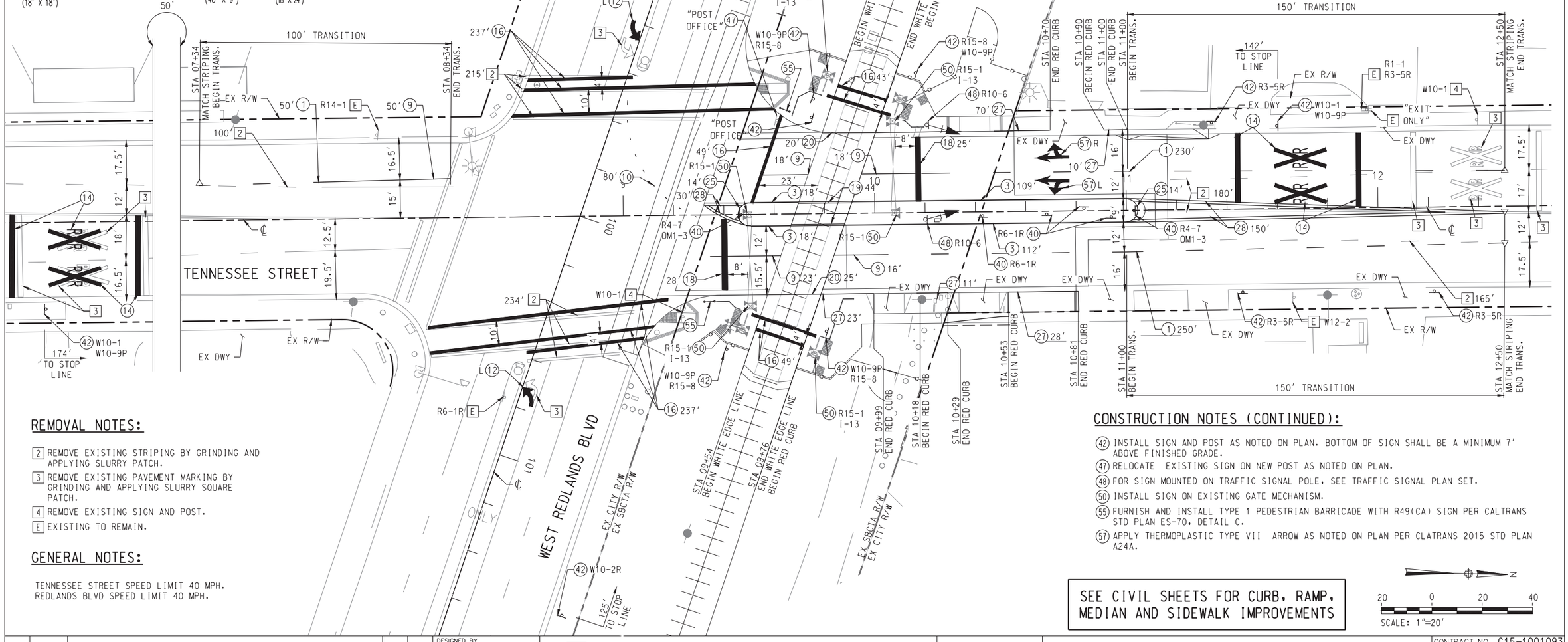


CONSTRUCTION NOTES:

1. APPLY 6" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
3. APPLY 6" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
9. APPLY 8" WHITE CHANNELIZING LINE WITH REFLECTIVE AND RPMS PER CALTRANS 2015 STD PLAN A20D, DETAIL 38.
10. APPLY 6" DASHED YELLOW LINE PER CALTRANS 2015 STD PLAN A20D, DETAIL 41.
12. APPLY THERMOPLASTIC TYPE IV ARROW AS NOTED ON PLAN PER CALTRANS 2015 STD PLAN A24A.
14. APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
16. APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
18. APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
19. APPLY 6" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
20. APPLY 6" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
25. PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
27. PAINT CURB RED.
28. APPLY 6" DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
40. INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.



REMOVAL NOTES:

2. REMOVE EXISTING STRIPING BY GRINDING AND APPLYING SLURRY PATCH.
3. REMOVE EXISTING PAVEMENT MARKING BY GRINDING AND APPLYING SLURRY SQUARE PATCH.
4. REMOVE EXISTING SIGN AND POST.
E. EXISTING TO REMAIN.

GENERAL NOTES:

TENNESSEE STREET SPEED LIMIT 40 MPH.
REDLANDS BLVD SPEED LIMIT 40 MPH.

CONSTRUCTION NOTES (CONTINUED):

42. INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
47. RELOCATE EXISTING SIGN ON NEW POST AS NOTED ON PLAN.
48. FOR SIGN MOUNTED ON TRAFFIC SIGNAL POLE, SEE TRAFFIC SIGNAL PLAN SET.
50. INSTALL SIGN ON EXISTING GATE MECHANISM.
55. FURNISH AND INSTALL TYPE 1 PEDESTRIAN BARRICADE WITH R49(CA) SIGN PER CALTRANS STD PLAN ES-7D, DETAIL C.
57. APPLY THERMOPLASTIC TYPE VII ARROW AS NOTED ON PLAN PER CLATRANS 2015 STD PLAN A24A.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

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5865 AVENIDA ENCINAS, #142-B
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PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER NICHOLAS M. MINICILLI NO. 74667 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET - MP 64.55 (7.82)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR78501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

04/30/2018 2:48 PM christian lamborth
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sbmog.ctb

*POLE AND EQUIPMENT SCHEDULE

No.	STANDARD TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	LED LUMINAIRE	SIG MTG VEHICLE	SIG MTG VEHICLE	SIG MTG PED	PPB PHASE	POLE LOCATION A	POLE LOCATION B	SNS	REMARKS
(A)	16-3-80	30'	20'	–	–	1-MAS	SV-2-T	SP-2-T+	–	EXISTING		Tennessee St	–
(B)	PPB POST	3'10"	–	–	–	–	–	–	ø4	EXISTING		–	–
(C)	PPB POST	3'10"	–	–	–	–	–	–	ø6	EXISTING		–	–
(D)	16-3-80	30'	15'	15'	150W	● 1-MAS	● SV-2-T	● SP-2-T+	ø6	EXISTING		Redlands Blvd	–
(E)	PPB POST	3'10"	–	–	–	–	–	–	ø3	EXISTING		–	–
(G)	● 26-4-100	● 30'	● 45'	● 15'	● ▲	● 2-MAS	● SV-1-T	–	ø3	18'6"	4'	● Tennessee St	19 SIGN BOTTOM 15' F=15'
(I)	● 26-4-100	● 30'	● 30'	● 15'	● ▲	● 2-MAS	● SV-1-T	● SP-1-T	–	8'6"	4'	–	F=13'
(J)	● 26-4-100	● 30'	● 35'	● 15'	● ▲	● 2-MAS	● SV-1-T	● SP-1-T	–	8'7"	4'	● Redlands Blvd	F=15'
(L)	● 15TS	● 30'	–	● 15'	● ▲	–	● SV-1-T	–	ø4	9'	6'2"	–	19 SIGN BOTTOM 10' F=16'
(M)	1-A	10'	–	–	–	–	SV-1-T TV-1-T	–	–	EXISTING		–	–
(N)	● 15TS	● 30'	–	● 15'	● ▲	–	● SV-1-T	–	–	SEE PLANS		–	–
(O)	● 1-A	● 7'	–	–	–	–	● TV-1-T	–	–	SEE PLANS		–	VEHICLE HEAD BOTTOM 4'6"

NOTE: CONSTRUCT POLE STANDARDS TO CALTRANS 2015 STANDARDS. CONTRACTOR SHALL SUBMIT MATERIAL CUT SHEETS PRIOR TO ORDERING OF MATERIAL. POTHOLE ALL POLE LOCATIONS PRIOR TO ORDERING POLES. PEDESTRIAN MODULES SHALL BE COUNTDOWN TYPE.
* ALL EQUIPMENT IS EXISTING UNLESS NOTED:
(●) = NEW
(+) = REPLACE PED MODULE ONLY
(▲) = LEOTEK GC1 LED LIGHT WITH EQUIVALENCE TO 200W HPS

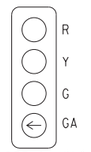
REDLANDS BLVD POSTED SPEED = 40 MPH
TENNESSEE ST POSTED SPEED = 40 MPH

EXISTING POLES TO BE RS	
(F)	1-A (7')
(G')	16-3-80
(H)	PPB POST
(I')	PPB POST
(J')	16-3-80
(K)	1-A (7')
(L')	PPB POST

SIGNAGE REFERNECES:

R3-1 (R) (24"X24" BLANK OUT) | R3-4 (30"X30") | R10-6 (24"X36") | R13A (CA) (30"X36") | R10-11 (24"X30")

SIGNAL HEAD DETAILS:



DETAIL "C"

CONSTRUCTION NOTES:

1A RS EXISTING NEMA TYPE "P" CABINET ON RAISED 18" P.C.C. FOUNDATION. RELOCATE THE FOLLOWING EQUIPMENT TO NEW PROPOSED CONTROLLER CABINET:
ENCOM RADIO EQUIPMENT
GDI COMMUNICATIONS MODEM
SIDE MOUNTED MYERS BATTERY BACKUP SYSTEM(BBS)

1B FURNISH AND INSTALL 350i ATC CABINET ON NEW FOUNDATION. CABINET SHALL HAVE TWO INPUT FILES, INTERNAL LED LIGHT, DOOR SWITCH, PULL-OUT DOCUMENT DRAWER, AND CITY SPECIFIED LOCKS. CABINET SHALL BE WIRED FOR RED MONITOR CAPABILITY. CABINET SHALL BE EQUIPPED WITH:
NEW McCAIN MODEL FLEX ATC CONTROLLER WITH OMNI SOFTWARE
NEW EDI CMUip-2212-HV CONFLICT MONITOR UNIT WITH AUXILIARY DISPLAY UNIT
NEW EDI AUXILIARY DISPLAY UNIT FOR ATC CABINET
NEW McCAIN RAILROAD INTERFACE PANEL. TERMINATE RRIC.
NEW DYMEC KY-3170EMX-10 PORT GIGABIT ETHERNET SWITCH
NEW ENABLE IT 860 PRO GIGABIT ETHERNET EXTENDER
NEW SIERRA WIRELESS AIRLINK MG90 ROUTER
NEW PUNCH DOWN BLOCK FOR TRAFFIC SIGNAL INTERCONNECT. TERMINATE TSIC.
NEW RENO A&E MODEL U-1400 VEHICLE DETECTOR UNITS WITH MODEL 805-8-S HARNESS AS NEEDED
NEW RENO A&E MODEL C-1000 VEHICLE DETECTOR UNITS AS NEEDED

2 FURNISH AND INSTALL NEW TYPE-III-CF DUAL METER SERVICE PEDESTAL (ANODIZED ALUMINUM CABINET AND FOUNDATION AS SPECIFIED BY CALTRANS STD. PLAN ES-2C AND ES-2E). COORDINATE WITH SCE FOR SERVICE AND SERVICE LOCATION. SERVICE SHALL HAVE SEPARATE MAIN DISCONNECT CIRCUIT BREAKERS FOR METERED SECTION(S) AND PLUG-IN BREAKERS. SERVICE INSTALLATION SHALL BE PER SCE REQUIREMENTS.

4 FURNISH AND INSTALL NEW #6 PULL BOX WITH TAMPER PROOF LID.

5 FURNISH AND INSTALL NEW #6E PULL BOX WITH TAMPER PROOF LID.

6 RS EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW PROGRAMMED-VISIBILITY (PV) 3-SECTION VEHICLE HEAD AND NECESSARY MOUNTING HARDWARE.

7 RS EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW PROGRAMMED VISIBILITY (PV) 4-SECTION VEHICLE HEAD AND NECESSARY MOUNTING HARDWARE. SEE DETAIL "C".

12 FURNISH AND INSTALL NEW 6' DIAMETER TYPE E LOOP DETECTOR PER CALTRANS STD. PLAN ES-5B.

14 FURNISH AND INSTALL 4-WIRE WITH HEALTH PREFORMED LOOP DETECTOR.

15 TERMINATE 12PR#19 RAILROAD INTERCONNECT CABLE.

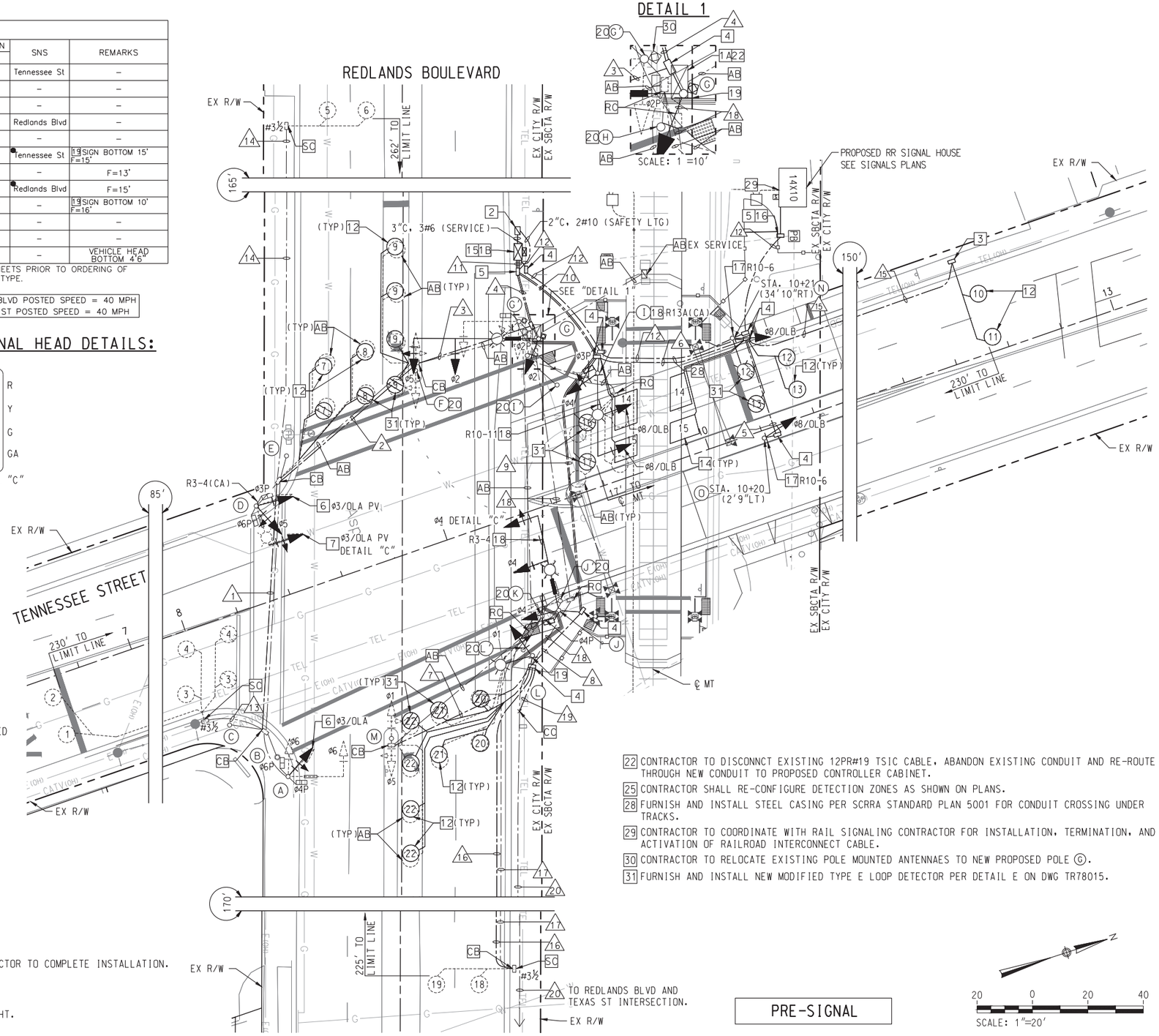
16 COIL 150' OF 12PR#19 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX. RAILROAD CONTRACTOR TO COMPLETE INSTALLATION.

17 FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL POLE AS SHOWN ON PLAN.

18 FURNISH AND INSTALL REGULATORY SIGN ON TRAFFIC SIGNAL MAST ARM AS SHOWN ON PLAN.

19 FURNISH AND INSTALL NEW R3-1 (R) "BLANK-OUT" SIGN. SEE POLE SCHEDULE FOR MOUNTING HEIGHT.

20 RS EXISTING TRAFFIC SIGNAL STANDARD. DEMO POLE FOUNDATION 36" BELOW FINISH GRADE.



REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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STC TRAFFIC
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APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER NICHOLAS M. MINICILLI NO. 74667 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
TENNESSEE STREET AND REDLANDS BOULEVARD
(SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR78014
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

04/30/2018 2:48 PM christian lombarth
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somdog.ctb

●CONDUCTOR SCHEDULE

AWG OR CABLE SIZE	POLE OR CIRCUIT		CONDUIT RUNS 1	2	3	4	5	6	7	8	9	10	11
3 CSC	POLE A	ø3/OLA,ø6,ø4P, ø6P	– / 1	– / 1	– / 1	– / 1							– / 1
	POLE B	ø4PPB	1 / –	1 / –	1 / –	1 / –							1 / –
	POLE C	ø6PPB	1 / –	1 / –	1 / –	1 / –							1 / –
	POLE D	ø3/OLA,ø5,ø3P ø6P,ø6PPB		1 / –	1 / –	1 / 1							1 / 1
	POLE E	ø3PPB		1 / –	1 / –	1 / –							1 / –
	POLE G	ø2,ø5,ø2P,ø3PPB				1 / 1							1 / 1
	POLE I	ø4,ø8/OLB,ø3P										– / 1	– / 1
	POLE J	ø4,ø5,ø4P									– / 1	– / 1	– / 1
	POLE L	ø1,ø4PPB								1 / 1	1 / 1	1 / 1	1 / 1
12 CSC	POLE M	ø1,ø5							– / 1	– / 1	– / 1	– / 1	– / 1
	POLE N	ø8/OLB						– / 1				– / 1	– / 1
	POLE O	ø8/OLB					– / 1	– / 1				– / 1	– / 1
TOTAL 3 CSC / 12 CSC CABLES			2 / 1	4 / 2	4 / 2	5 / 3	– / 1	– / 2	– / 1	1 / 2	1 / 3	1 / 6	6 / 9
#10	SAFETY LIGHTING			2	2	2				2	2	2	
#8	SIGNAL COMMON		1	1	1	1	1	1	1	1	1	2	3
TYPE B DLC	ø1				1	1							1
	ø2									4	4	4	4
	ø3/OLA											2	2
	ø4		4	4	4	4							4
	ø5								1	1	1	1	1
	ø6			4	4	4							4
	ø8/OLB							3				3	3
	TOTAL DLCs		4	8	9	9		3	2	5	5	10	19
4#20 CONDUCTOR DLC (ø3/OLA)												2	2
ANTENNAE CABLES						2							2
TRAFFIC SIGNAL INTERCONNECT										1	1	1	1
CONDUIT SIZE (INCHES)			1.5" * 3"	4"	4"	2–4"	3"	3"	3"	2–3"	1–4" 1–3"	2–4"	3–3"
CONDUIT FILL (%)			15%	16%	20%	30%	14%	20%	9%	12%	14%	20%	32%

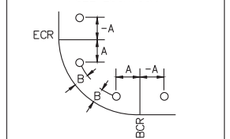
● ALL CONDUIT AND CONDUCTORS ARE NEW UNLESS NOTED:
(*) = EXISTING

NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

CONDUIT NOTES:

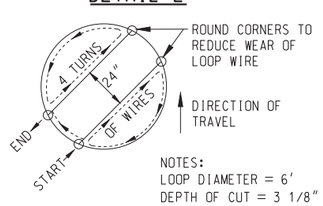
RUN	CONDUIT AND CABLE DESCRIPTION	% FILL
12	NEW 3"C, 12PR#19 RRIC	4%
13	EX 1"C, REMOVE 3–DLC, INSTALL 4–DLC	25%
14	EX 1"C, REMOVE 1–DLC, INSTALL 2–DLC	8%
15	NEW 2"C, 2–DLC	4%
16	NEW 2"C, 2–DLC	2%
17	AB EX 1"C, 1–DLC	8%
18	AB EX 2"C, RR 1–TSIC	–
19	NEW 2"C, 1–TSIC	9%
20	EX 2"C, 1–TSIC	9%

POLE LOCATION DETAIL



EXACT LOCATION BY ENGINEER IN THE FIELD

DETAIL E



NOTES:
LOOP DIAMETER = 6'
DEPTH OF CUT = 3 1/8"

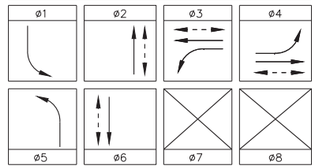
MODIFIED TYPE E FRONT DETECTOR FOR BICYCLES AND VEHICLES
N.T.S.

TENNESSEE ST & REDLANDS BLVD

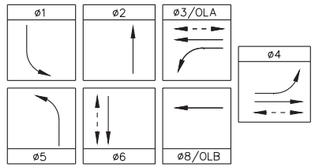
DETECTOR ASSIGNMENT

DETECTOR	PHASE	CHANNEL	FIELD TERMINAL
1	4	15	FIT8 – 1&2
2	4	16	FIT8 – 6&7
3	4	17	FIT9 – 1&2
4	4	18	FIT9 – 6&7
5	6	27	FIT14 – 1&2
6	6	28	FIT14 – 6&7
7	6	29	FIT15 – 1&2
8	6	30	FIT15 – 6&7
9	1	1	FIT1 – 1&2
10	3 (8/OLB)	7	FIT4 – 1&2
11	3 (8/OLB)	8	FIT4 – 6&7
12	3 (8/OLB)	9	FIT5 – 1&2
13	3 (8/OLB)	10	FIT5 – 6&7
14	3 (3/OLA) CAVDS	11	FIT6 – 1&2
15	3 (3/OLA) CAVDS	12	FIT6 – 6&7
16	3 (3/OLA)	13	FIT7 – 1&2
17	3 (3/OLA)	14	FIT7 – 6&7
18	2	3	FIT2 – 1&2
19	2	4	FIT2 – 6&7
20	2	5	FIT3 – 1&2
21	2	6	FIT3 – 6&7
22	5	25	FIT13 – 1&2
PPB	4	22	FIT11 – 6&7
PPB	6	23	FIT12 – 1&2
PPB	8 (3)	24	FIT12 – 6&7
47	RR1	47	FIT24 – 1&2
48	RR2	48	FIT24 – 6&7

EXISTING PHASE DIAGRAM

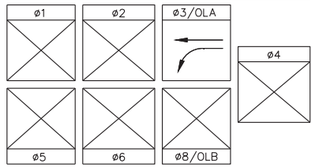


PROPOSED PHASE DIAGRAM

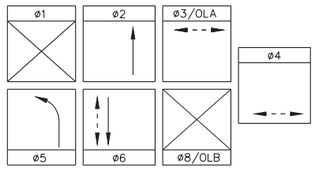


NOTE: PHASE 3/OLA SHALL TERMINATE SEQUENTIALLY FOLLOWING PHASE 8/OLB

RAILROAD PREEMPTION TRACK CLEAR



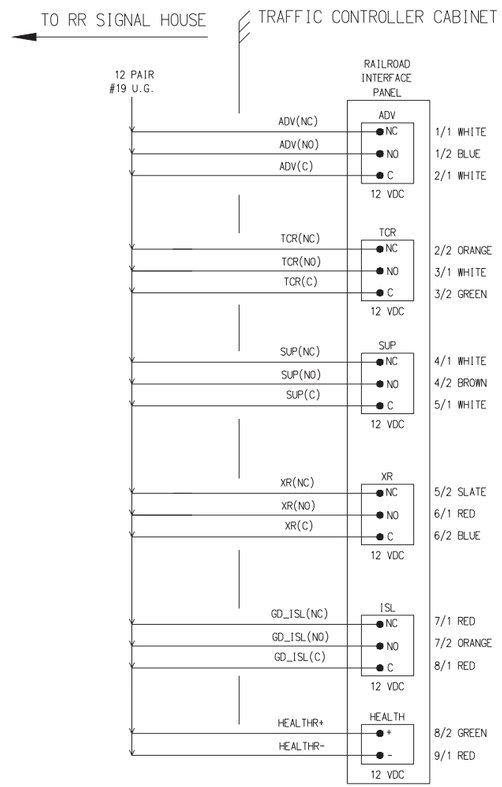
RAILROAD PREEMPTION LIMITED SERVICE



NOTE: BLANK-OUT SIGN TO ACTIVATE ON TCR.

TCR = 11 SECONDS, ADV = 23 SECONDS

RAILROAD INTERCONNECT CIRCUIT DIAGRAM



RAILROAD INTERCONNECT CIRCUITS:

ADV = ADVANCE INPUT - CONTINUE SERVICE TO VEHICLES AND PEDESTRIANS. HOLD PEDESTRIAN CALLS UNTIL LIMITED SERVICE INTERVAL.

TCR = ADVANCE PREEMPTION - TRANSFER ROW TO TRACK CLEARANCE GREEN INTERVAL

SUP = SUPERVISION - CHECKS THE INTEGRITY OF THE TCR CIRCUIT.

XR = CROSSING ACTIVE - INDICATES GRADE CROSSING WARNING SYSTEM IS ACTIVE.

GD/ISL = GATE DOWN/ISLAND - EXTEND TRACK CLEARANCE GREEN INTERVAL UNTIL GD/ISL INPUT IS RECEIVED AND CROSSING AREA VEHICLE DETECTION IS NOT OCCUPIED.

HEALTH = INDICATES TO RAILROAD TRAFFIC SIGNAL IS IN HARDWARE FLASH OR THERE'S A POWER OUTAGE.

COLOR CODE CHART		
PAIR NO.	MAJOR COLOR (WIRE #1)	MINOR COLOR (WIRE #2)
#1	WHITE	BLUE
#2	WHITE	ORANGE
#3	WHITE	GREEN
#4	WHITE	BROWN
#5	WHITE	SLATE
#6	RED	BLUE
#7	RED	ORANGE
#8	RED	GREEN
#9	RED	BROWN
#10	RED	SLATE
#11	BLACK	BLUE
#12	BLACK	ORANGE

PAIR NO. 1/1 WIRE NO.

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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REGISTERED PROFESSIONAL ENGINEER — DENNIS M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN TENNESSEE STREET AND REDLANDS BOULEVARD (SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR78015
REVISION
SHEET NO.
SCALE NTS

04/30/2018 2:48 PM brandon schlueter
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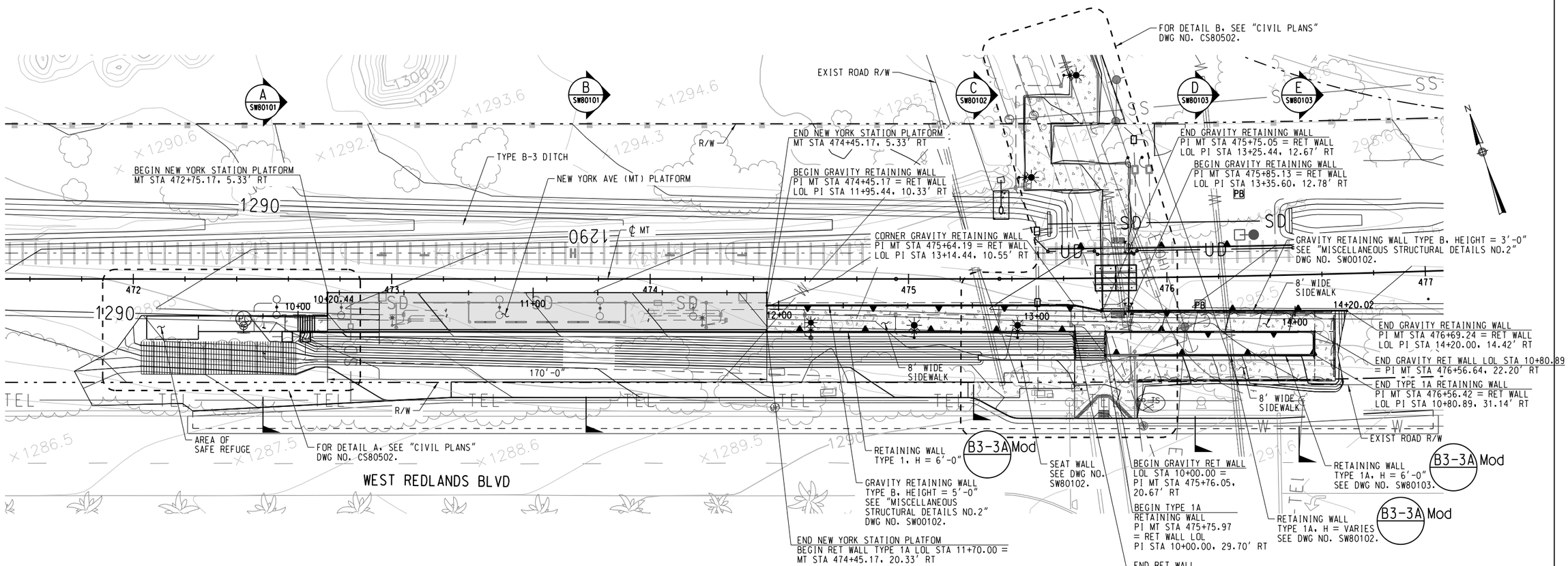

PLAN

SCALE: 1"= 20'

LEGEND:

- INDICATES LIGHT
- INDICATES CANOPY DRAINAGE
- INDICATES SIGNAL
- (1) UTILITY LINE (TO BE REMOVED)

NOTES:

1. FOR WALKWAY AND SIDEWALK, SEE "CIVIL PLANS".
2. FOR PLATFORM LAYOUT AND OTHER DETAILS, SEE "TRACK PLANS", "ARCHITECTURAL", "DRAINAGE" AND "STRUCTURAL" PLANS.
3. FOR DETAILS NOT SHOWN, SEE "CIVIL PLANS".

20 0 20 40
HORIZ SCALE: 1"= 20'

5 0 5 10
VERTICAL SCALE: 1"= 5'-0"

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REV.	DATE		BY	SUB.	APP.

DESIGNED BY A ROMINGER
DRAWN BY L.REYES
CHECKED BY E.JOHNSON
APPROVED BY R. KLOVSKY
DATE 7-28-2017

San Bernardino County Transportation Authority

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SUBMITTED: _____ PROJECT MANAGER

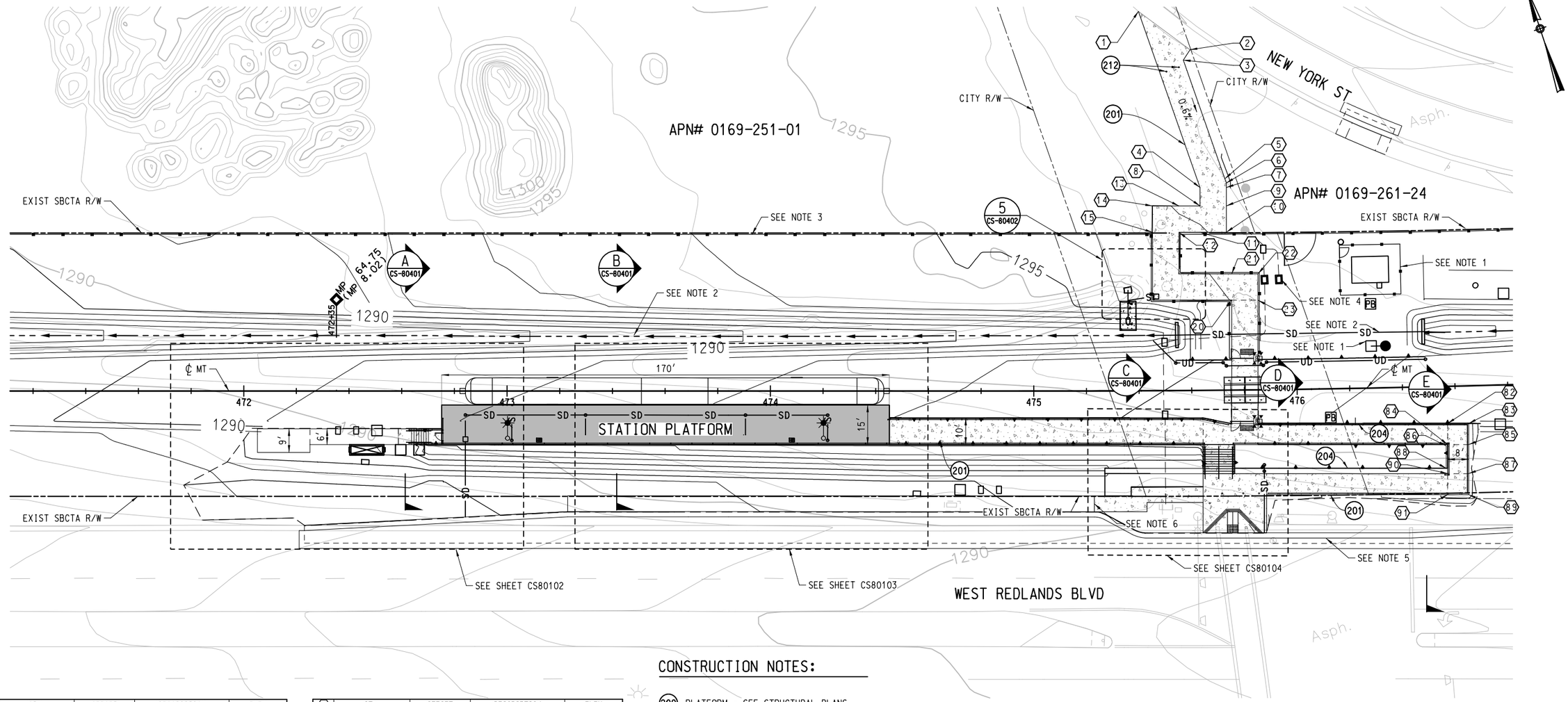
APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

NEW YORK STATION PED. CROSSING
NEW YORK STREET STATION PLATFORM
GENERAL PLAN

CONTRACT NO. 17-1001699
DRAWING NO. SW80001
REVISION | SHEET NO.
SCALE 1"=20' 1"=5'



	STA.	OFFSET	DESCRIPTION	ELEV
1	475+40.38	144.15′ LT	WALKWAY	1297.53
2	475+60.40	129.44′ LT	WALKWAY	1297.74
3	475+57.74	125.53′ LT	WALKWAY	1297.72
4	475+63.78	77.08′ LT	WALKWAY	1297.11
5	475+73.38	80.29′ LT	WALKWAY	1339.77
6	475+73.94	78.69′ LT	WALKWAY	1297.21
7	475+73.92	76.99′ LT	WALKWAY	1297.21
8	475+63.72	70.08′ LT	WALKWAY	1297.07
9	475+73.85	69.99′ LT	WALKWAY	1297.17
10	475+73.74	59.99′ LT	WALKWAY	1297.07
11	475+63.64	60.08′ LT	WALKWAY	1296.97
12	475+55.55	60.14′ LT	WALKWAY	1296.93
13	475+55.63	70.14′ LT	WALKWAY	1297.03
14	475+45.50	70.20′ LT	WALKWAY	1296.93
15	475+45.45	60.20′ LT	WALKWAY	1296.83
20	475+75.41	34.17′ LT	WALKWAY	1297.01

	STA.	OFFSET	DESCRIPTION	ELEV
21	475+75.64	44.17′ LT	WALKWAY	1297.11
22	475+85.71	44.05′ LT	WALKWAY	1297.16
23	475+85.59	34.05′ LT	WALKWAY	1297.14
82	476+56.84	14.10′ RT	WALKWAY	1294.68
83	476+64.81	14.30′ RT	WALKWAY	1294.76
84	476+56.64	22.10′ RT	WALKWAY	1294.60
85	476+64.60	22.30′ RT	WALKWAY	1294.68
86	476+56.13	22.59′ RT	WALKWAY	1296.50
87	476+64.32	33.34′ RT	WALKWAY	1294.28
88	476+55.92	31.12′ RT	RETAINING WALL	1296.00
89	476+64.11	41.33′ RT	WALKWAY	1294.20
90	476+56.37	33.13′ RT	WALKWAY	1294.20
91	476+56.17	41.13′ RT	WALKWAY	1294.12

CONSTRUCTION NOTES:

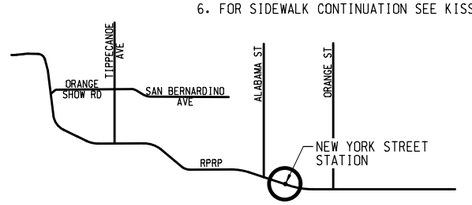
200 PLATFORM - SEE STRUCTURAL PLANS
201 4" PCC WALKWAY PER SPPWC 112-2 & 113-2
202 HANDRAILS - SEE ARCHITECTURAL PLANS
203 LIGHTING - SEE ELECTRICAL PLANS
204 RETAINING WALL - SEE STRUCTURAL PLANS
212 INSTALL REMOVABLE BOLLARDS

LEGEND:

WALKWAY
PLATFORM

NOTES:

1. FOR SIGNAL IMPROVEMENTS SEE SIGNAL PLANS
2. FOR TRACK DRAINAGE AND DITCH DETAILS SEE TRACK DRAINAGE AND GRADING PLANS
3. FOR FENCING SEE FENCING PLANS
4. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
5. FOR ROADWAY SEE CIVIL PLANS
6. FOR SIDEWALK CONTINUATION SEE KISS AND RIDE PLANS



20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB	APP.

DESIGNED BY L. HERNANDEZ
DRAWN BY J.K. ANDRES
CHECKED BY A. SHAH
APPROVED BY R. KLOVSKY
DATE 7-28-2017

San Bernardino County Transportation Authority

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(951) 320-7300

SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT
NEW YORK STATION PED. CROSSING
NEW YORK STATION LAYOUT PLAN

CONTRACT NO. 17-1001699
DRAWING NO. CS80101
REVISION | SHEET NO.
SCALE 1"=20'

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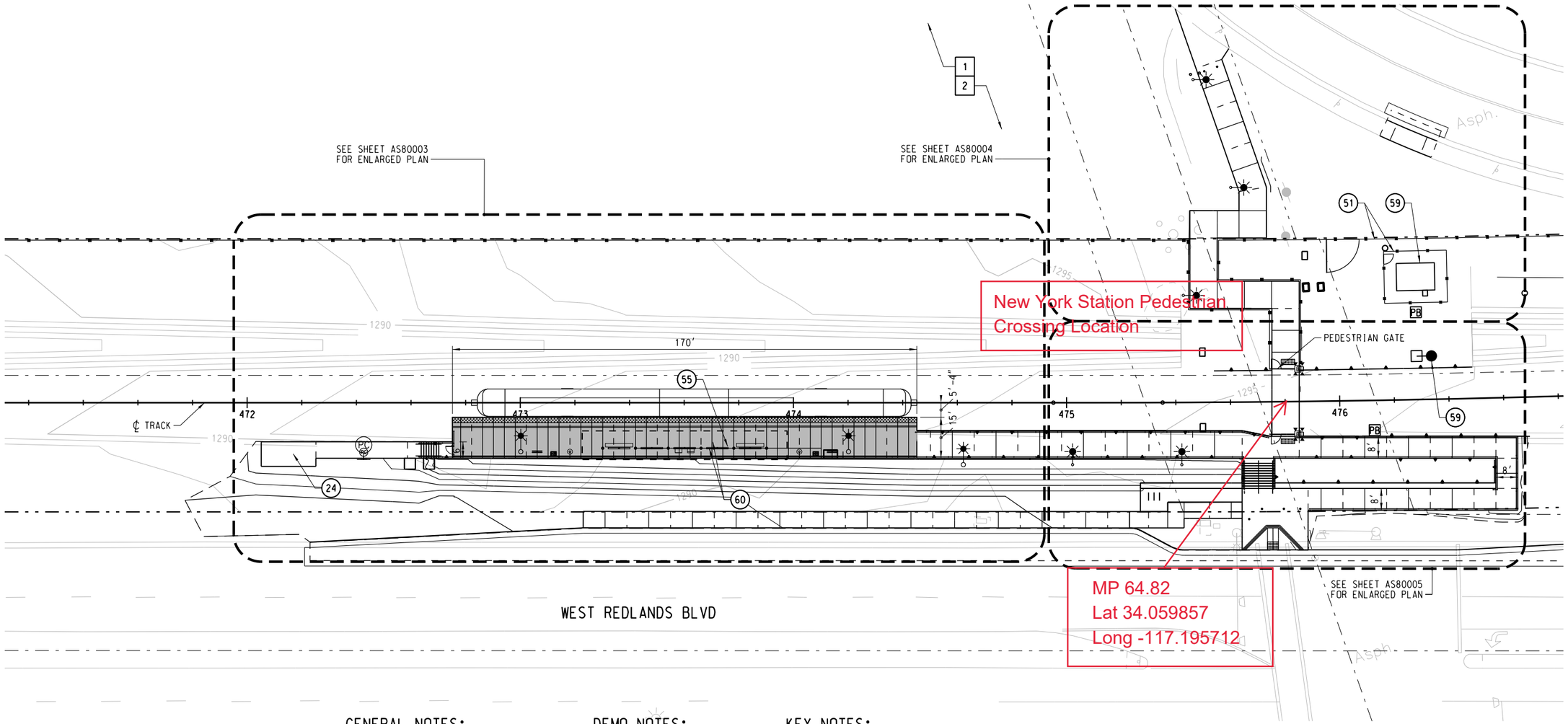


GENERAL NOTES:

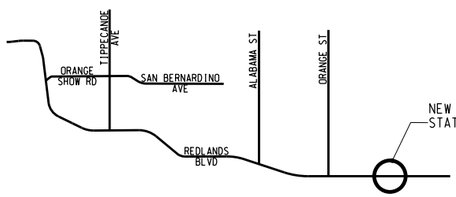
1. SEE CIVIL FOR START POINT OF PLATFORM
2. SEE AG00002 FOR SYMBOL LEGEND
3. COMPLETE NOTES SHOWN AS LEGEND PER SHEET

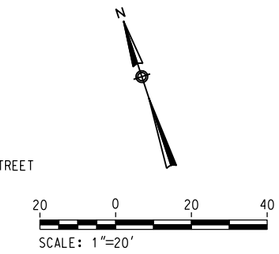
DEMO NOTES:

1. EXISTING TO REMAIN
2. NOT IN CONTRACT

KEY NOTES:

24. SAFE DISPERSAL AREA OR POINT OF SAFETY-SEE CAMPUS PLANS
36. ILLUMINATED HANDRAILS
50. SEE TRACK DRAWINGS
51. SEE FENCING DRAWINGS
53. SEE CIVIL
55. SEE STRUCTURAL - CANOPY
57. SEE STRUCTURAL - RETAINING WALL
58. SEE ELECTRICAL
59. SEE SIGNALS
60. SEE COMMUNICATIONS





NEW YORK STREET STATION SITE PLAN

1 / AS80002

SCALE: 1"=20'-0"

REV.	DATE		BY	SUB.	APP.

DESIGNED BY: E. GUERRERO
DRAWN BY: A. SUZUKI
CHECKED BY: BBRANDLE-RJANIK
APPROVED BY: R. KLOVSKY
DATE: 7-28-2017

San Bernardino County Transportation Authority

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(951) 320-7300

SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

NEW YORK STATION PED. CROSSING
NEW YORK STATION
SITE PLAN

CONTRACT NO. 17-1001699
DRAWING NO. AS80002
REVISION | SHEET NO.
SCALE 1"=20'

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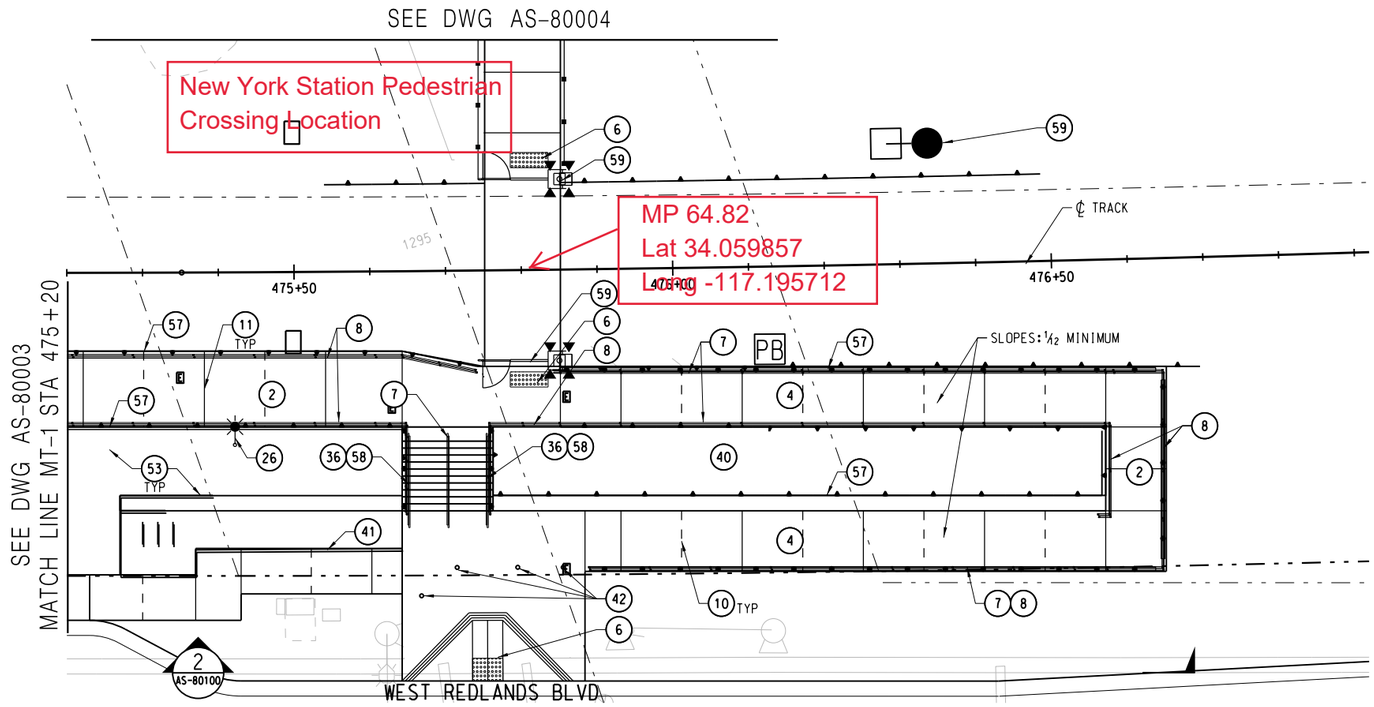


PLATFORM PLAN

SCALE: 1"=10'-0"

1 / AS80005

GENERAL NOTES:

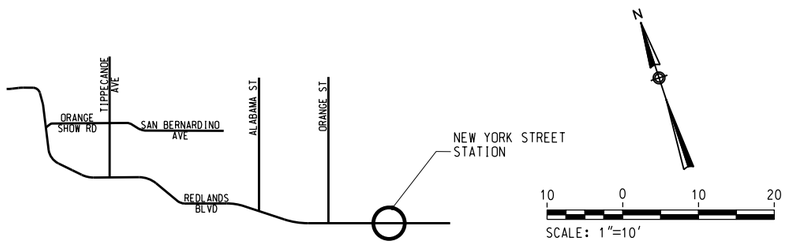
1. SBTC, TIPPECANOE STATIONS SHALL UTILIZE STANDARD CANOPY DESIGN
2. SEE AG00002 FOR SYMBOL LEGEND
3. COMPLETE NOTES SHOWN AS LEGEND PER SHEET
4. SEE SPECIFICATIONS FOR SITE FURNISHING

DEMO NOTES:

1. EXISTING TO REMAIN
2. NOT IN CONTRACT
3. EXISTING TO BE REMOVED

KEY NOTES:

1. PLATFORM
2. WALKWAY/ SIDEWALK PER CIVIL
3. MINI-HIGH RAMP/PLATFORM
4. ACCESSIBLE RAMP
6. DETECTABLE WARNING TILES PER SCRRA ES3203
7. HANDRAILS
8. PLATFORM EDGE FENCE/GUARDRAILS PER SCRRA ES5102
10. EXPANSION JOINT
11. CONTROL JOINT
12. SIGNAGE
14. GROUND HYDRANT HOSE BIBB
20. CANOPY ABOVE
22. BENCH SEATING
23. TRASH RECEPTICLE
25. TICKET VENDING MACHINE (TVM)
26. LIGHTING - SEE ELECTRICAL
27. VARIABLE MESSAGE SIGN (VMS)
36. ILLUMINATED HANDRAILS
40. PLANTER
41. HOOP BICYCLE RACK
42. PROTECTIVE BOLLARD
43. PED SWING GATE PER SCRRA STD ES4002
51. SEE FENCING DRAWINGS
53. SEE CIVIL
54. SEE UTILITIES
55. SEE STRUCT-CANOPY
57. SEE STRUCT - RETAINING WALL
58. SEE ELECTRICAL
59. SEE SIGNALS
60. SEE COMMUNICATIONS



REV.	DATE	BY SUB.	APP.

DESIGNED BY E. GUERRERO
DRAWN BY A. SUZUKI
CHECKED BY BBRANDLE-RJANIK
APPROVED BY R. KLOVSKY
DATE 7-28-2017

San Bernardino County Transportation Authority

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2280 Market Street, Suite 100
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(951) 320-7300

SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

NEW YORK STATION PED CROSSING
NEW YORK STATION
PLATFORM PLAN SHEET 3 OF 3

CONTRACT NO. 17-1001699
DRAWING NO. AS80005
REVISION | SHEET NO.
SCALE 1"=10'

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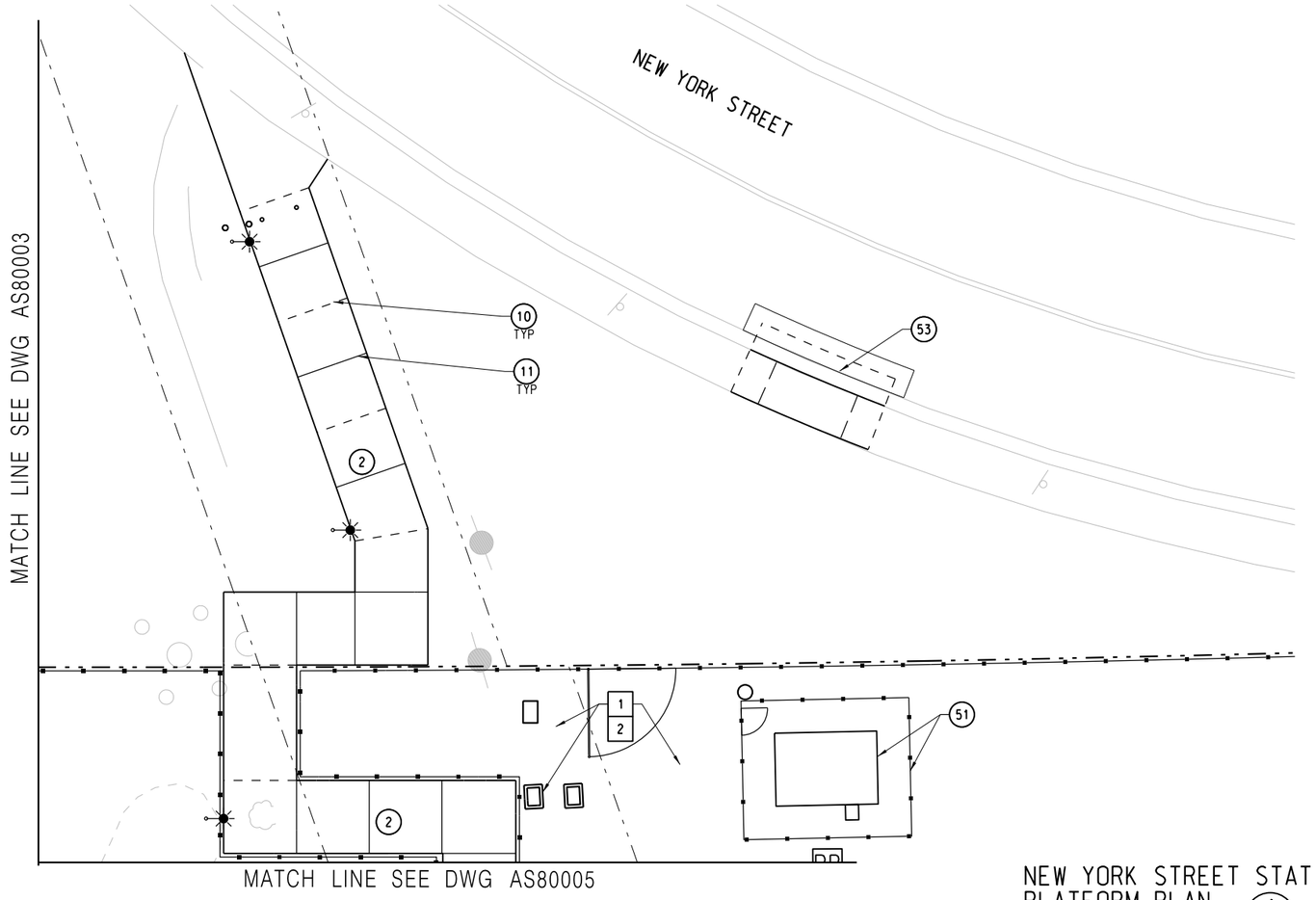


NEW YORK STREET STATION
PLATFORM PLAN (1 / AS80004)
SCALE: 1"=10'-0"

GENERAL NOTES:

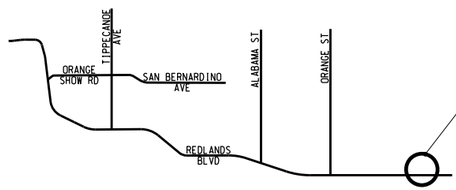
1. SBTC, TIPPECANOE STATIONS SHALL UTILIZE STANDARD CANOPY DESIGN
2. SEE AG00002 FOR SYMBOL LEGEND
3. COMPLETE NOTES SHOWN AS LEGEND PER SHEET
4. SEE SPECIFICATIONS FOR SITE FURNISHING

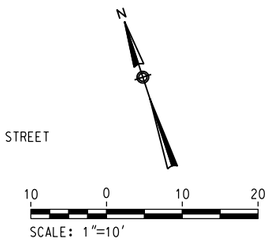
DEMO NOTES:

- [1] EXISTING TO REMAIN
- [2] NOT IN CONTRACT
- [3] EXISTING TO BE REMOVED

KEY NOTES:

- (1) PLATFORM
- (2) WALKWAY/ SIDEWALK PER CIVIL
- (3) MINI-HIGH RAMP/PLATFORM
- (4) ACCESSIBLE RAMP
- (6) DETECTABLE WARNING TILES PER SCRRA ES3203
- (7) HANDRAILS
- (8) PLATFORM EDGE FENCE/GUARDRAILS PER SCRRA ES5102
- (10) EXPANSION JOINT
- (11) CONTROL JOINT
- (12) SIGNAGE
- (14) GROUND HYDRANT HOSE BIBB
- (20) CANOPY ABOVE
- (22) BENCH SEATING
- (23) TRASH RECEPTICLE
- (25) TICKET VENDING MACHINE (TVM)
- (26) LIGHTING - SEE ELECTRICAL
- (27) VARIABLE MESSAGE SIGN (VMS)
- (36) ILLUMINATED HANDRAILS
- (40) PLANTER
- (41) HOOP BICYCLE RACK
- (42) PROTECTIVE BOLLARD
- (43) PED SWING GATE PER SCRRA STD ES4002
- (51) SEE FENCING DRAWINGS
- (53) SEE CIVIL
- (54) SEE UTILITIES
- (55) SEE STRUCT- CANOPY
- (57) SEE STRUCT - RETAINING WALL
- (58) SEE ELECTRICAL
- (59) SEE SIGNALS
- (60) SEE COMMUNICATIONS





REV.	DATE	BY	SUB.	APP.

DESIGNED BY: E. GUERRERO
DRAWN BY: A. SUZUKI
CHECKED BY: BBRANDLE-RJANIK
APPROVED BY: R. KLOVSKY
DATE: 7-28-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

NEW YORK STATION PED. CROSSING

NEW YORK STATION
PLATFORM PLAN SHEET 2 OF 3

CONTRACT NO. 17-1001699
DRAWING NO. AS80004
REVISION | SHEET NO.
SCALE 1"=10'

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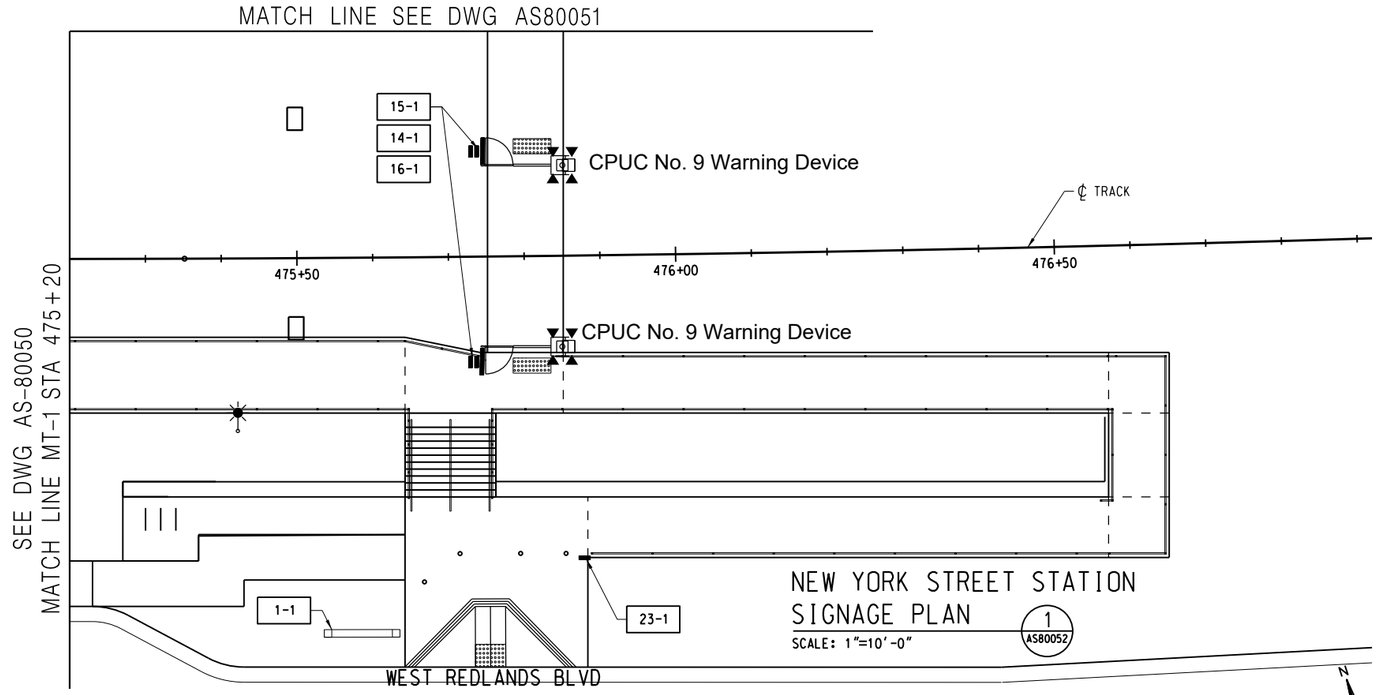

STATION IDENTIFICATION SIGNAGE: SIGNAGE AS PER SCRRA ENGINEERING STANDARDS #3303-3332

1-1	PRIMARY IDENTIFICATION MONUMENT SIGN	16-1	"LOOK" SIGN	24-3	"THANK YOU FOR NOT SMOKING" SIGN	25-1	STATION IDENTIFICATION SIGN (BRAILLE)
		21-1	STATION IDENTIFICATION SIGN (LARGE)	24-4	"NO BICYCLING" SIGN	27-1	STATION IDENTIFICATION SIGN (AT TRACK)
14-1	CROSSING WARNING SIGN	23-1	ACCESSIBILITY SIGN	24-5	"EXIT" SIGN	28-1	DISPLAY CASE (POST MOUNTED)
14-2	CAUTION SIGN	24-1	"DO NOT ENTER" SIGN	24-6	"TO TRAINS" SIGN		
15-1	"PULL GATE TO OPEN" SIGN	24-2	"PLEASE PURCHASE TICKET" SIGN	24-8	"PURCHASE TICKETS HERE" SIGN		

GENERAL NOTES:

1. SEE AG00002 FOR SYMBOL LEGEND
2. SEE ARCHITECTURAL PLATFORM PLANS FOR OTHER NOTES NOT SHOWN ON THIS SHEET

REV.	DATE	BY / SUB.	APP.

DESIGNED BY: E. GUERRERO
DRAWN BY: A. SUZUKI
CHECKED BY: BBRANDLE-RJANIK
APPROVED BY: R. KLOVSKY
DATE: 7-28-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

NEW YORK STATION PED. CROSSING
NEW YORK STATION
SIGNAGE PLAN SHEET 3 OF 3

CONTRACT NO. 17-1001699
DRAWING NO. AS80052
REVISION | SHEET NO.
SCALE 1"=10'

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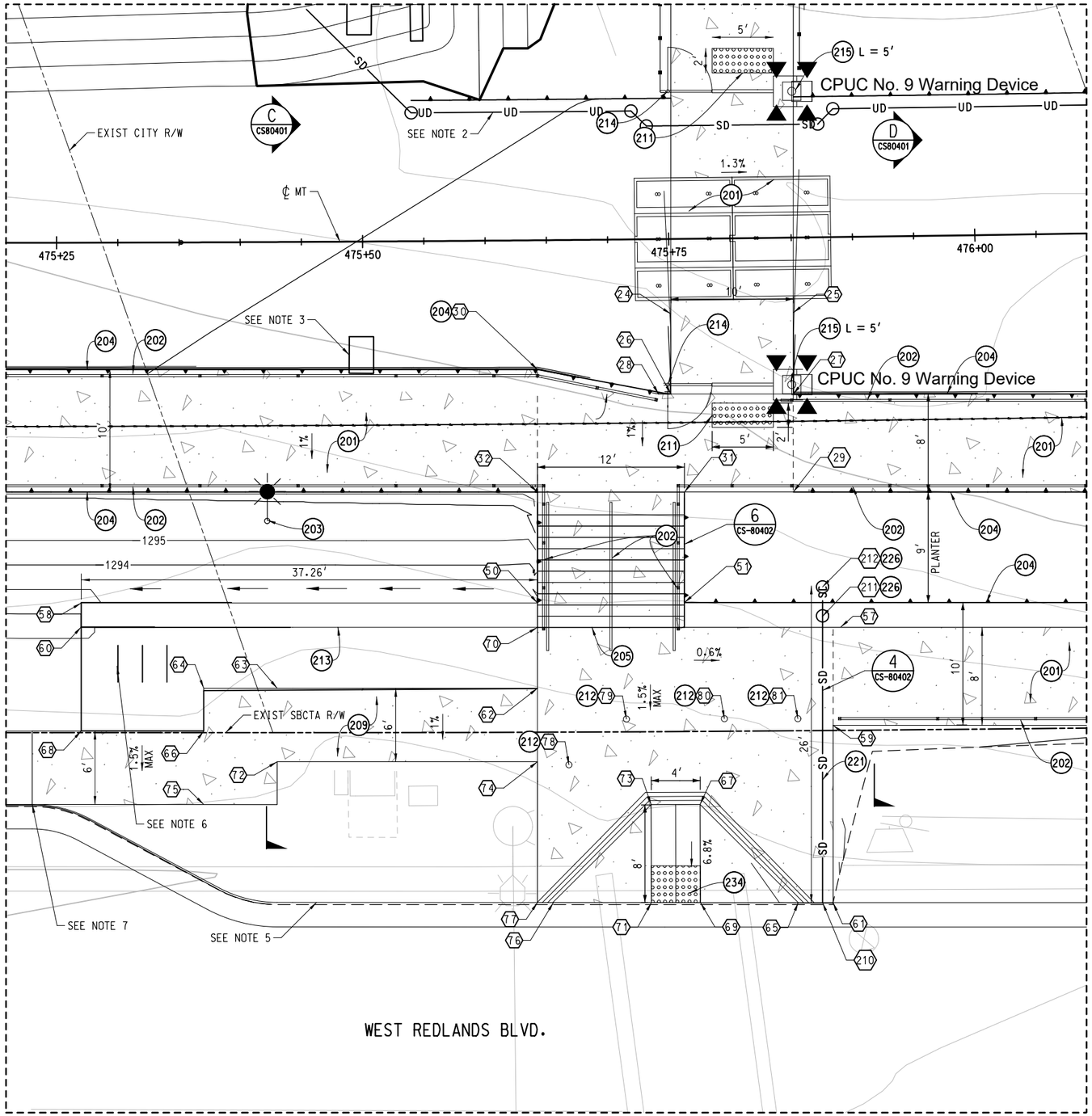

	STA.	OFFSET	DESCRIPTION	ELEV
24	475+75.11	6.11′ RT	WALKWAY	1297.35
25	475+85.10	6.13′ RT	WALKWAY	1297.48
26	475+75.04	12.67′ RT	WALKWAY	1297.59
27	475+85.02	12.78′ RT	WALKWAY	1297.59
28	475+74.04	12.65′ RT	WALKWAY	1297.59
29	475+84.92	20.77′ RT	WALKWAY	1297.51
30	475+64.19	10.56′ RT	WALKWAY	1297.61
31	475+76.06	20.67′ RT	WALKWAY	1297.51
32	475+64.10	20.55′ RT	WALKWAY	1297.51
50	475+64.03	29.62′ RT	SEATWALL	1293.50
51	475+75.96	29.90′ RT	RETAINING WALL	1292.82
57	475+88.01	31.88′ RT	WALKWAY	1291.22
58	475+26.96	29.42′ RT	SEATWALL	1293.50
59	475+87.91	39.88′ RT	WALKWAY	1291.11
60	475+26.95	31.42′ RT	SEATWALL	1291.50
61	475+87.73	54.35′ RT	WALKWAY	1291.18
62	475+63.97	36.59′ RT	WALKWAY	1291.04
63	475+42.84	36.45′ RT	WALKWAY	1290.69
64	475+36.88	36.43′ RT	WALKWAY	1290.65
65	475+84.92	54.31′ RT	WALKWAY	1291.15
66	475+36.87	39.92′ RT	WALKWAY	1290.62
67	475+77.06	46.21′ RT	PEDRAMP	1290.93
68	475+26.93	39.88′ RT	WALKWAY	1290.50
69	475+77.00	54.14′ RT	PEDRAMP	1290.39
70	475+64.01	31.62′ RT	SEATWALL	1293.50
71	475+73.04	54.11′ RT	PEDRAMP	1290.34
72	475+42.81	42.45′ RT	WALKWAY	1290.64
73	475+73.09	46.18′ RT	PEDRAMP	1290.93
74	475+63.92	42.59′ RT	WALKWAY	1290.99
75	475+36.85	45.92′ RT	WALKWAY	1290.50
76	475+65.11	54.10′ RT	WALKWAY	1290.93
77	475+63.82	54.09′ RT	WALKWAY	1290.91
78	475+66.47	42.87′ RT	BOLLARDS	1290.64
79	475+71.16	39.17′ RT	BOLLARDS	1291.02
80	475+79.11	39.23′ RT	BOLLARDS	1291.04
81	475+85.07	39.30′ RT	BOLLARDS	1291.09
210	475+86.88	54.38 RT	STORM DRAIN	1290.50
211	475+87.17	30.92 RT	STORM DRAIN	1290.62
212	475+87.20	28.56 RT	STORM DRAIN	1292.70

CONSTRUCTION NOTES: STATION

(201) 4″ PCC WALKWAY PER SPPWC 112-2 & 113-2
(202) CONST. HANDRAILS - SEE ARCHITECTURAL PLANS
(203) LIGHTING - SEE ELECTRICAL
(204) RETAINING WALL - SEE STRUCTURAL PLANS
(205) STAIRWAY - PER SPPWC 640-4
(209) CONST. 4″ SIDEWALK PER CITY OF REDLANDS STD SPECIFICATIONS, WIDTH PER PLAN
(211) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME PER SCRRA ES3203)
(212) INSTALL REMOVABLE BOLLARDS
(213) CONST. 2′x2.5′ CONCRETE SEATWALL
(214) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD 4002, LAYOUT PER PLAN
(215) INSTALL AUTOMATED GATE ARM, LENGTH PER PLAN
(221) CONST. 4″ PLASTIC STORM DRAIN
(226) INSTALL NDS 1200 NGB CATCH BASIN OR EQUIVALENT
(234) CONST. CURB RAMP PER SPPWC STD PLAN NO. 111-4

NOTES:

1. FOR SIGNAL IMPROVEMENTS SEE SIGNAL PLANS
2. FOR TRACK DRAINAGE IMPROVEMENTS SEE TRACK DRAINAGE PLANS
3. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
4. FOR FENCING IMPROVEMENTS SEE FENCING PLANS
5. FOR KISS AND RIDE IMPROVEMENTS SEE CIVIL PLANS
6. FOR BIKE RACKS SEE STATION ARCHITECTURE PLANS
7. FOR SIDEWALK CONTINUATION SEE KISS AND RIDE PLANS

N

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SCALE: 1″=5′-0″

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY L.HERNANDEZ
DRAWN BY J.K. ANDRES
CHECKED BY A. SHAH
APPROVED BY R. KLOVSKY
DATE 7-28-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

SUBMITTED: _____ PROJECT MANAGER

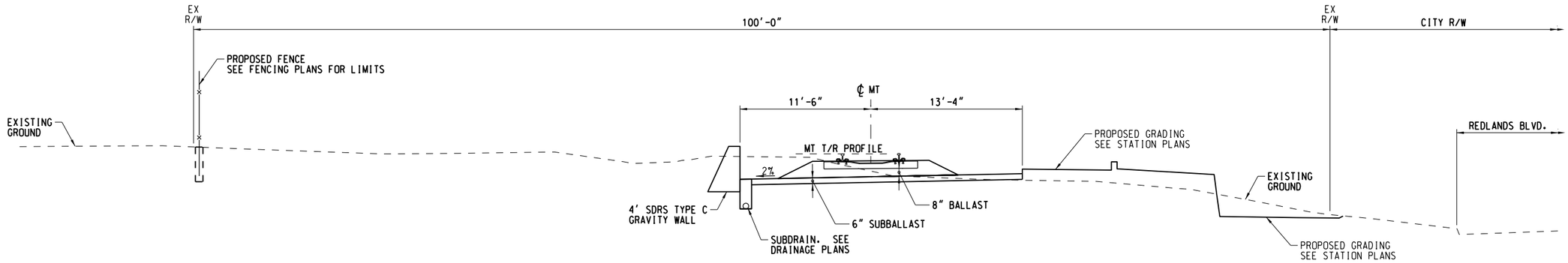
APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

NEW YORK STATION PED. CROSSING
NEW YORK STATION
SITE PLAN
SHEET 3 OF 3

CONTRACT NO. 17-1001699
DRAWING NO. CS80104
REVISION | SHEET NO.
SCALE AS SHOWN



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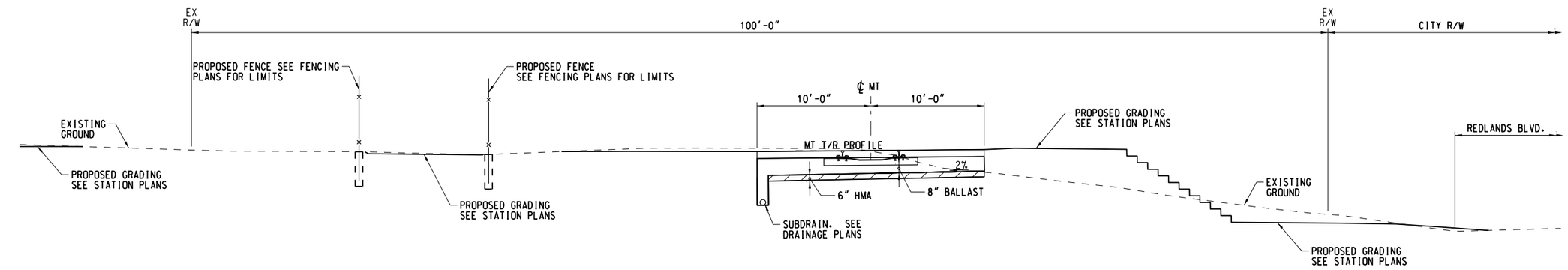
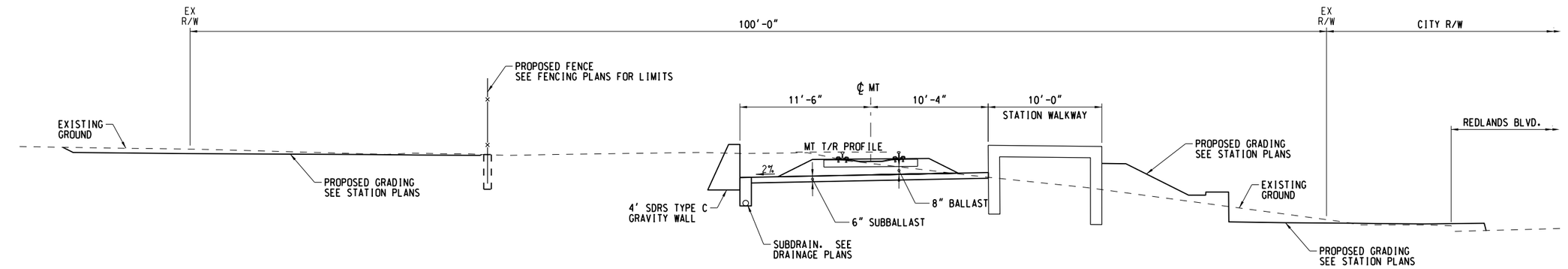


MT STA 475+72 TO STA 475+88
(STATION CROSSING)



MT STA 475+42 TO STA 475+72

NOTE:

1. SEE DRAWING RR00301 FOR ROADBED WIDENING ON CURVES.
2. SUBBALLAST TRANSITION TO OCCUR OVER 25 FEET.

REV.	DATE		BY	SUB.	APP.

DESIGNED BY: MIHALOVICH/BROWN
DRAWN BY: J. BROWN
CHECKED BY: A. STAHLNECKER
APPROVED BY: R. KLOVSKY
DATE: 7-28-2017

San Bernardino County Transportation Authority

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2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

SUBMITTED: _____ PROJECT MANAGER

APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

TRACK TYPICAL SECTIONS
MT STA 475+42 TO STA 476+49

CONTRACT NO. 17-1001699
DRAWING NO. RR00332
REVISION | SHEET NO.
SCALE: NTS

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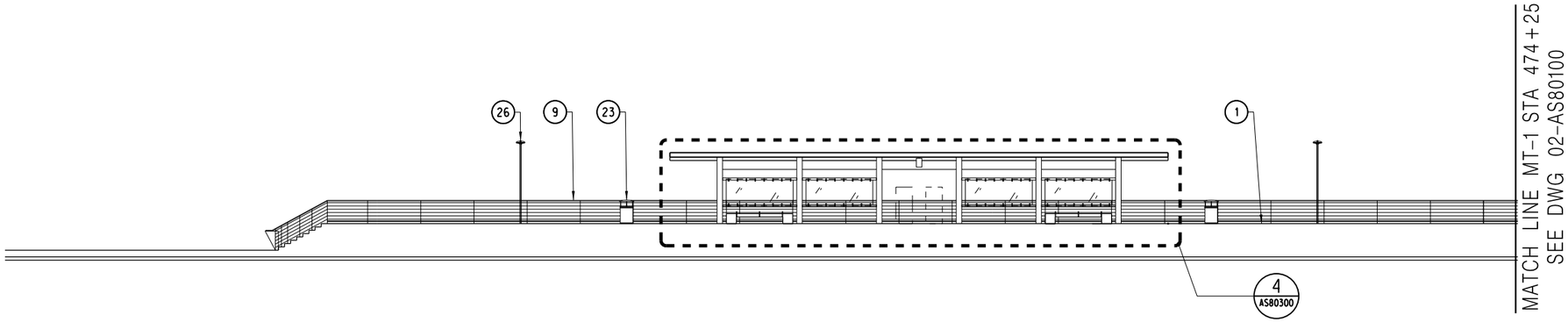
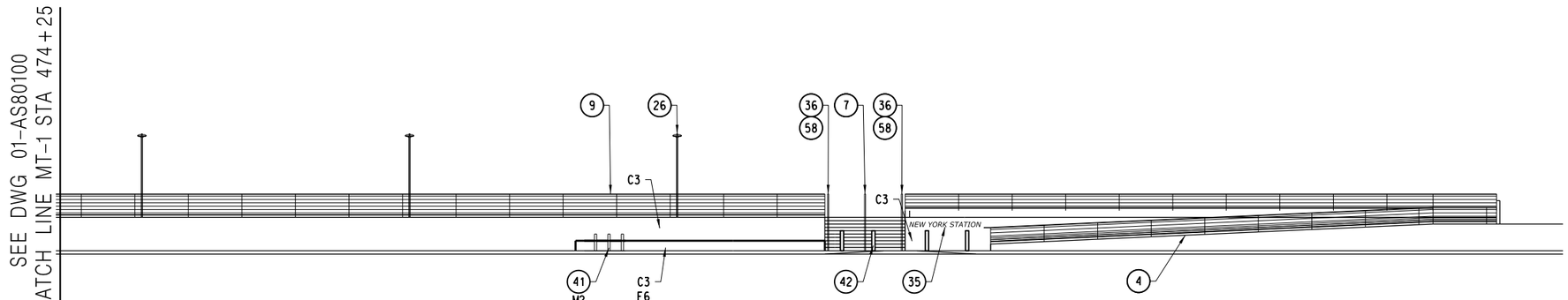


CANOPY ELEVATION (TRAIN SIDE)
SCALE: 1'=10'
1 AS80100



ENTRY ELEVATION
SCALE: 1'=10'
2 AS80100

GENERAL NOTES:

1. TYPICAL KEYNOTES ARE SHOWN ONLY ONCE FOR SIMILAR ITEMS IN DRAWING, UNO
2. DIMENSIONS ARE CENTERLINE OF GRID, UNO.
3. TOP OF PLATFORM/FINISH FLOOR = 0'-0" REFER TO CIVIL.

CEILING LEGEND:

- EXPOSED AESS ACOUSTICAL CELLULAR ROOF DECK, SEE STRUCTURAL
- SEALED REDWOOD VENEER

MATERIAL ITEM LEGEND:

C1 CONCRETE
C2 CLAY TILE - TERRA COTTA
C3 CIP CONCRETE - SPLIT FACE FINISH
G1 EXTERIOR POLYCARBONATE PANEL
M1 PAINTED METAL
M2 STAINLESS STEEL
M3 BRUSHED ALUMINUM

FINISH LEGEND:

F1 PAINT (1) - FIELD APPLIED - FEDERAL STANDARD 17875 INSIGNIA WHITE
F2 PAINT (2) - FIELD APPLIED - FEDERAL STANDARD 20260 TAN
F3 PAINT (3) - FIELD APPLIED - FEDERAL STANDARD 34095 FIELD GREEN
F4 FACTORY FINISH - MATTE BLACK POWDERCOAT
F5 FACTORY FINISH - SILVER POWDERCOAT
F6 CONCRETE W/ VANDALPROOF SEALER FINISH
F7 TRANSLUCENT VANDALPROOF SURFACE
F8 PAINT (4) - FIELD APPLIED - FEDERAL STANDARD 12160

CONSTRUCTION NOTES:

1 PLATFORM
3 MINI-HIGH RAMP/ PLATFORM
4 ACCESSIBLE RAMP
5 RETAINING WALL
7 HANDRAILS
8 GUARDRAILS - AS PER SCRRA STD ES5102
9 GUARDRAILS - CUSTOM CABLE RAILING
22 BENCH SEATING
23 TRASH RECEPTICLE
25 TICKET VENDING MACHINE (TVM)
26 LIGHTING - SEE ELECTRICAL
27 VARIABLE MESSAGE SIGN (VMS)
29 DISPLAY CASE - AS PER SCRRA STD ES3328
35 SIGNAGE
36 ILLUMINATED HANDRAILS
40 PLANTER
41 HOOP BICYCLE RACK
42 PROTECTIVE BOLLARD
58 SEE ELECTRICAL
60 SEE COMMUNICATIONS

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SCALE: 1"=10'

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REV.	DATE		BY	SUB.	APP.

DESIGNED BY E. GUERRERO
DRAWN BY A. SUZUKI
CHECKED BY BBRANDLE-RJANIK
APPROVED BY R. KLOVSKY
DATE 7-28-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

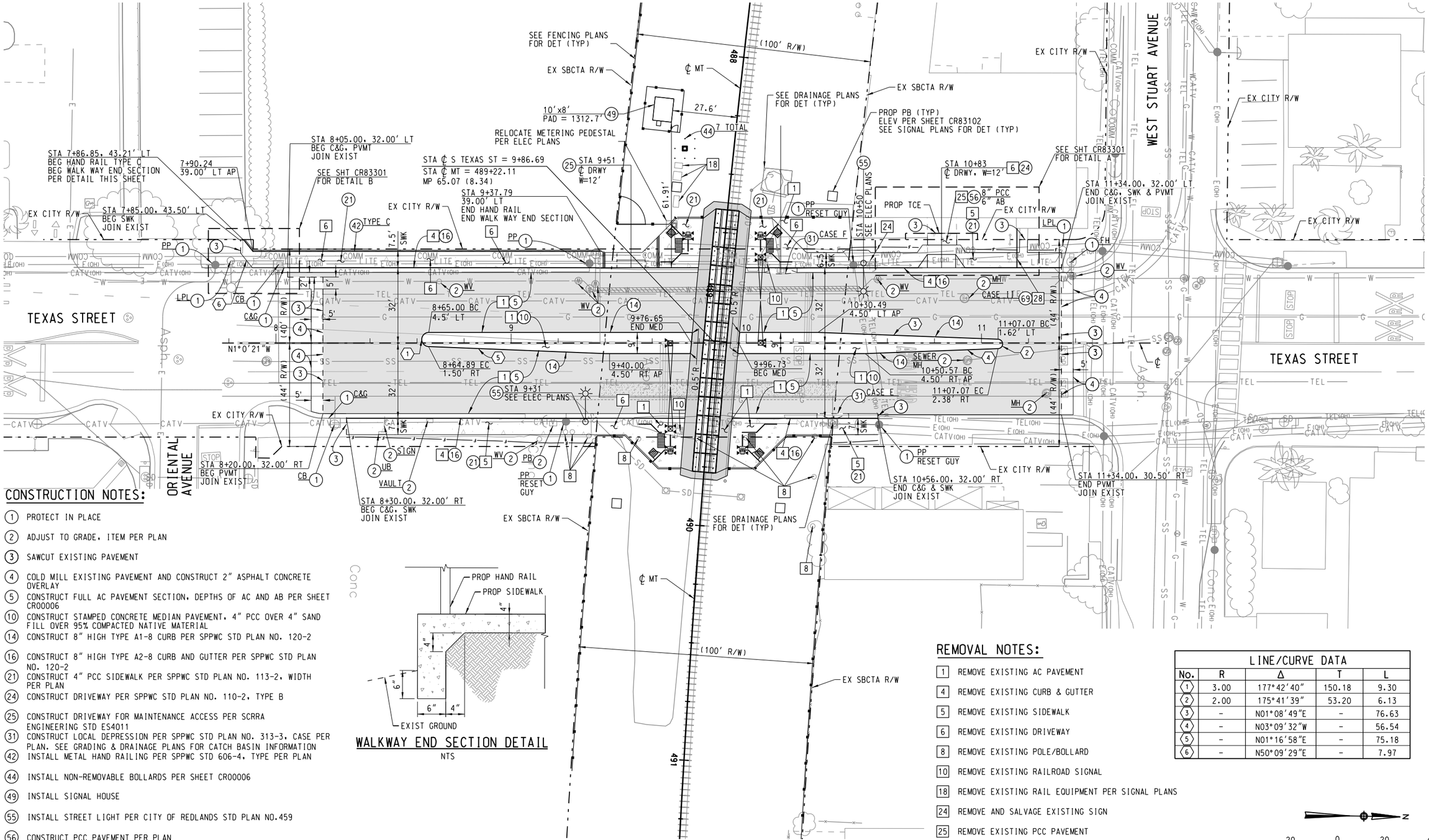
SUBMITTED: _____ PROJECT MANAGER
APPROVED: _____

90% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

NEW YORK STATION PED. CROSSING
NEW YORK STREET STATION
OVERALL ELEVATION

CONTRACT NO. 17-1001699
DRAWING NO. AS80100
REVISION | SHEET NO.
SCALE 1"=10'-0"



CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
42. INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER CITY OF REDLANDS STD PLAN NO.459
56. CONSTRUCT PCC PAVEMENT PER PLAN
69. INSTALL CURB DRAIN PER SPPWC STD PLAN NO.150-3, CASE PER PLAN

WALKWAY END SECTION DETAIL

NTS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
25. REMOVE EXISTING PCC PAVEMENT
28. REMOVE EXISTING DRAINAGE PIPE

DOT 027239R, CPUC 101 SG-65.07

LINE/CURVE DATA				
No.	R	Δ	T	L
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2	2.00	175°41'39"	53.20	6.13
3	-	N01°08'49"E	-	76.63
4	-	N03°09'32"W	-	56.54
5	-	N01°16'58"E	-	75.18
6	-	N50°09'29"E	-	7.97

N

20 0 20 40

SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STREET – MP 65.07 (8.34)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR83101
REVISION | SHEET NO.
SCALE 1"=20'

12/19/2017
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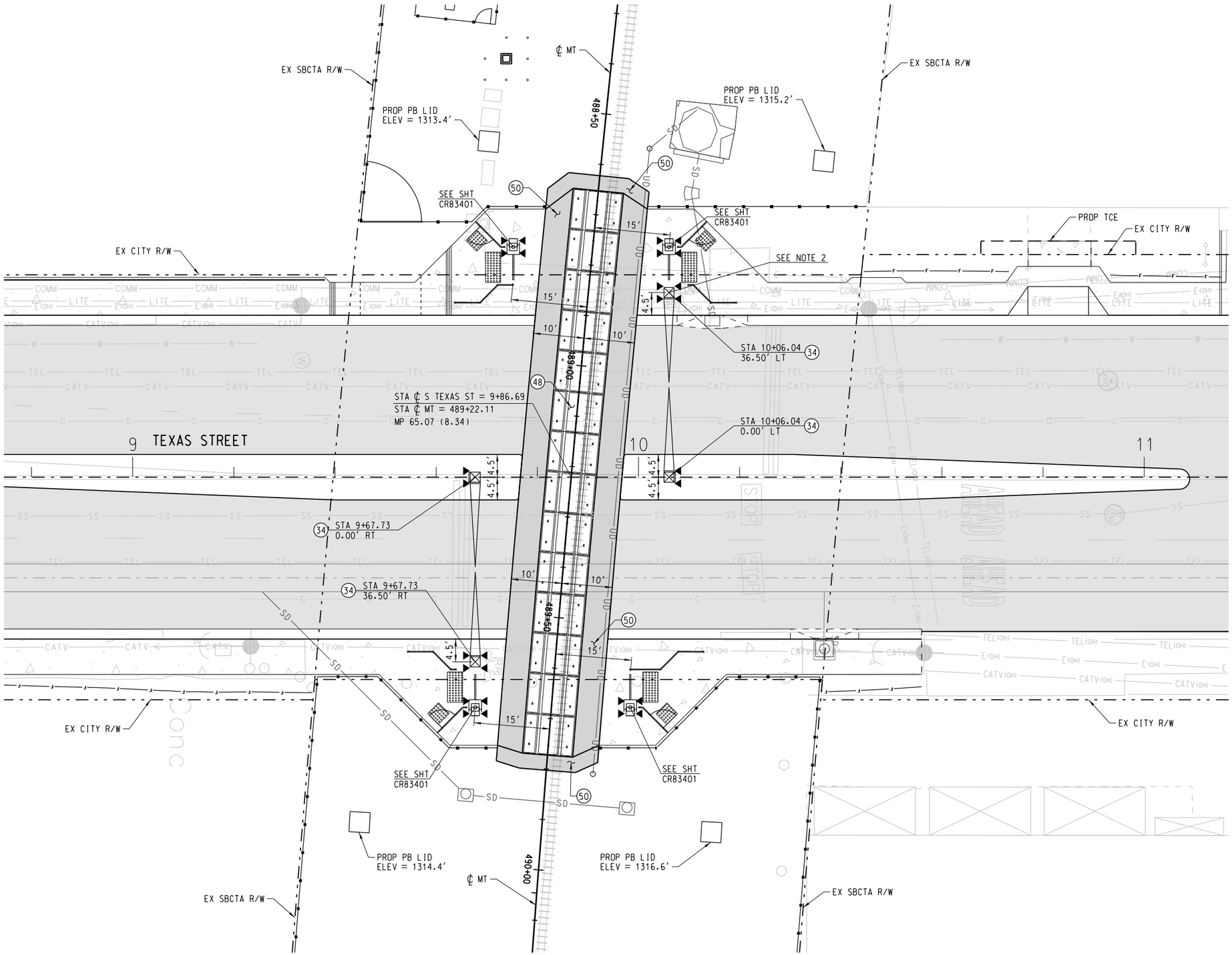

CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300

(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS

(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. PROTECT UTILITY - HAND DIG OR POTHOLE EXISTING UTILITY LINE.

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OMAP-INP\CS02$

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STREET – MP 65.07 (8.34)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR83102
REVISION | SHEET NO.
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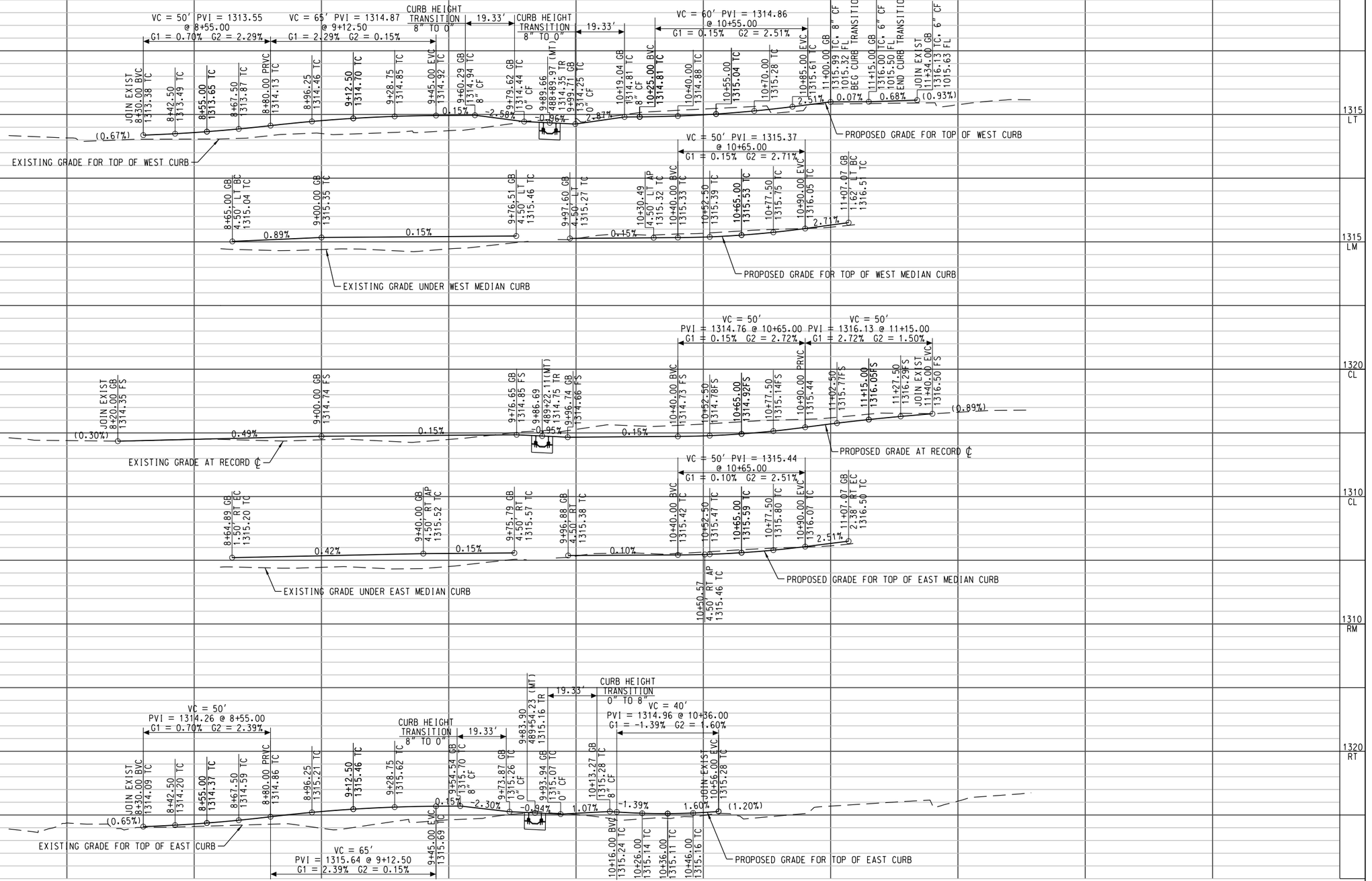

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

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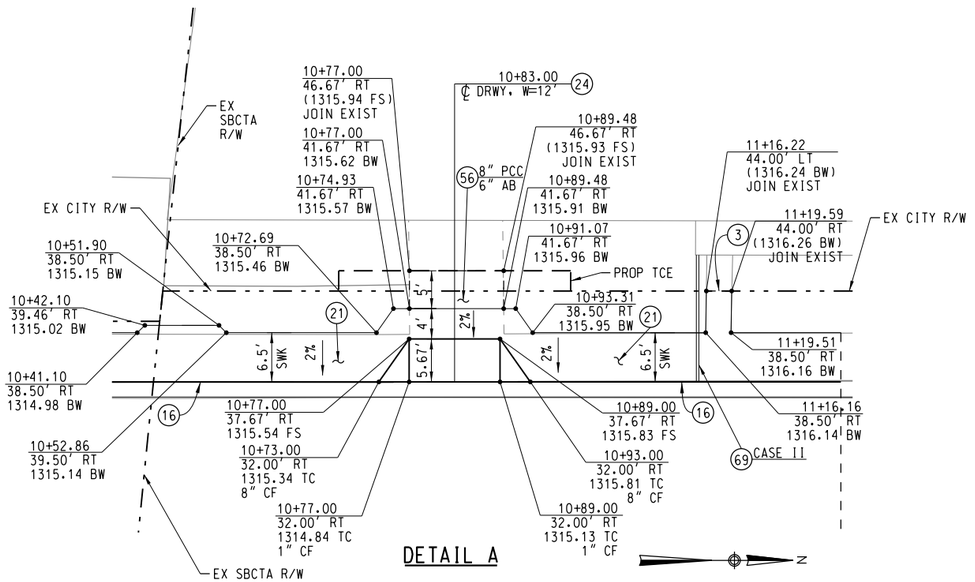
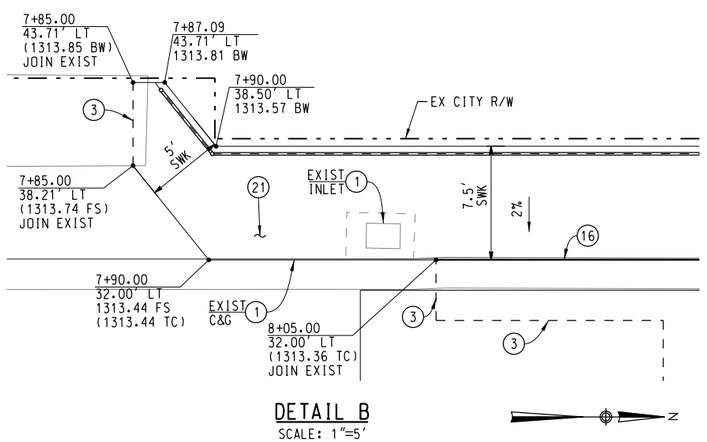
REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STREET – MP 65.07 (8.34)
PROFILE

CONTRACT NO.	17-1001705
DRAWING NO.	CR83201
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'



DETAIL A

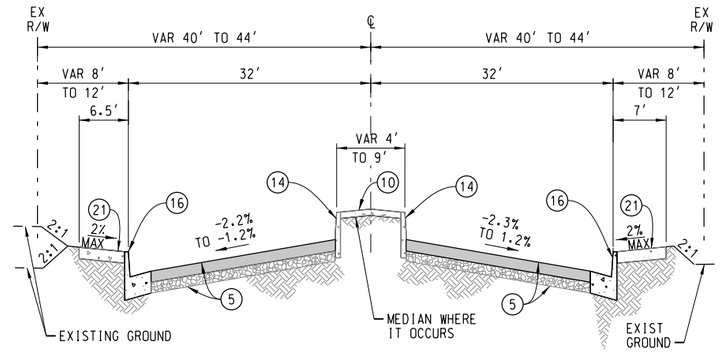


DETAIL B

SCALE: 1"=5'

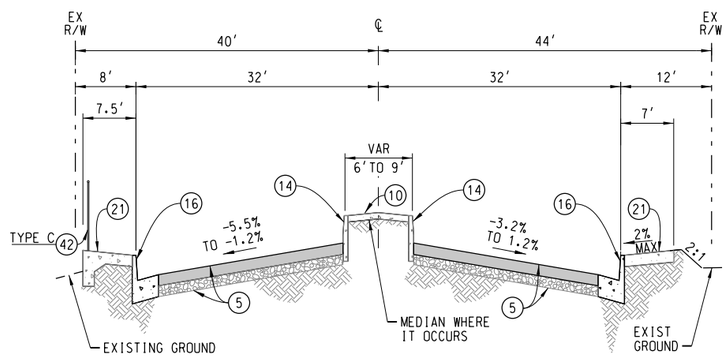
CONSTRUCTION NOTES:

1. PROTECT IN PLACE
3. SAWCUT EXISTING PAVEMENT
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
42. INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN
56. CONSTRUCT PCC PAVEMENT PER PLAN
69. INSTALL CURB DRAIN PER SPPWC STD PLAN NO.150-3, CASE PER PLAN



TEXAS STREET

NORTH OF CROSSING
NTS



TEXAS STREET

SOUTH OF CROSSING
NTS

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REV.	DATE		BY SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

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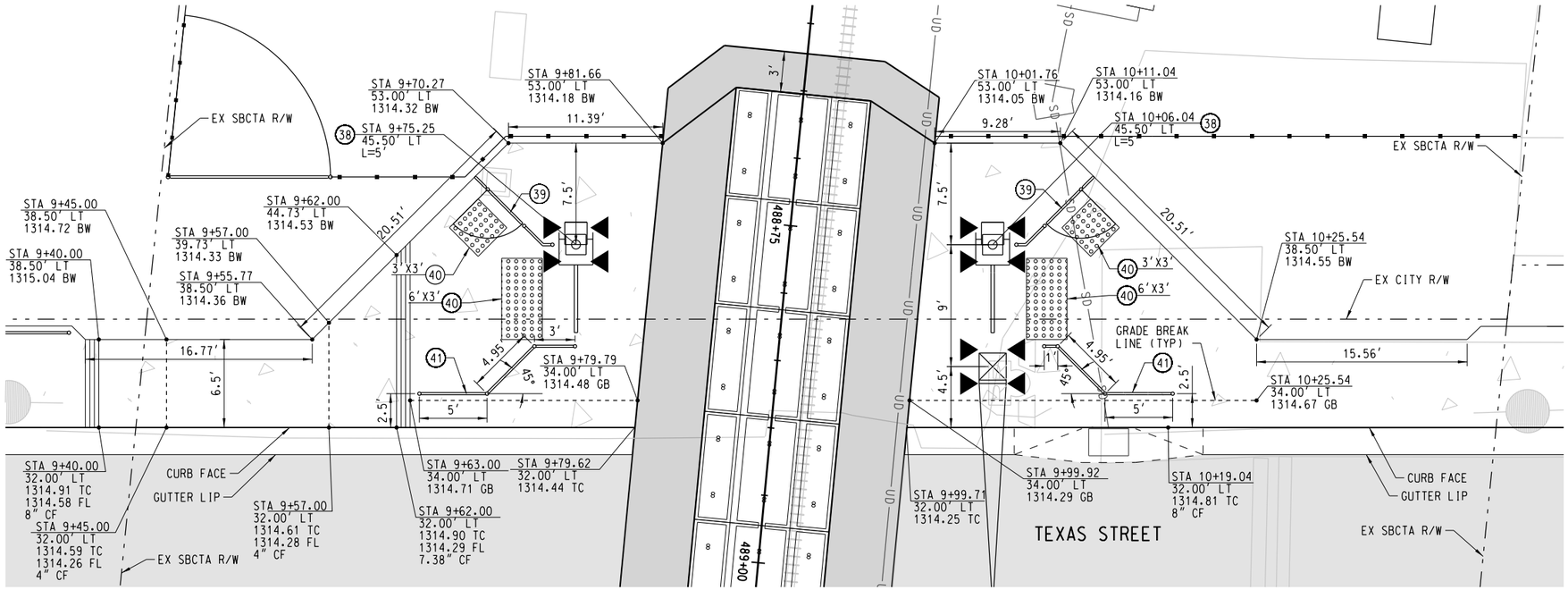
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STREET – MP 65.07 (8.34)
TYPICAL SECTION & CONSTRUCTION DETAILS

CONTRACT NO.	17-1001705
DRAWING NO.	CR83301
REVISION	SHEET NO.
SCALE	1"=10'



CONSTRUCTION NOTES:

(38) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300. LENGTH PER PLAN
(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN
(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SEE SHEET FOR STATIONING.

N

5 0 5 10

SCALE: 1"=5'-0"

REV.	DATE	BY SUB. APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STREET – MP 65.07 (8.34)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR83401
REVISION | SHEET NO.
SCALE 1"=5'

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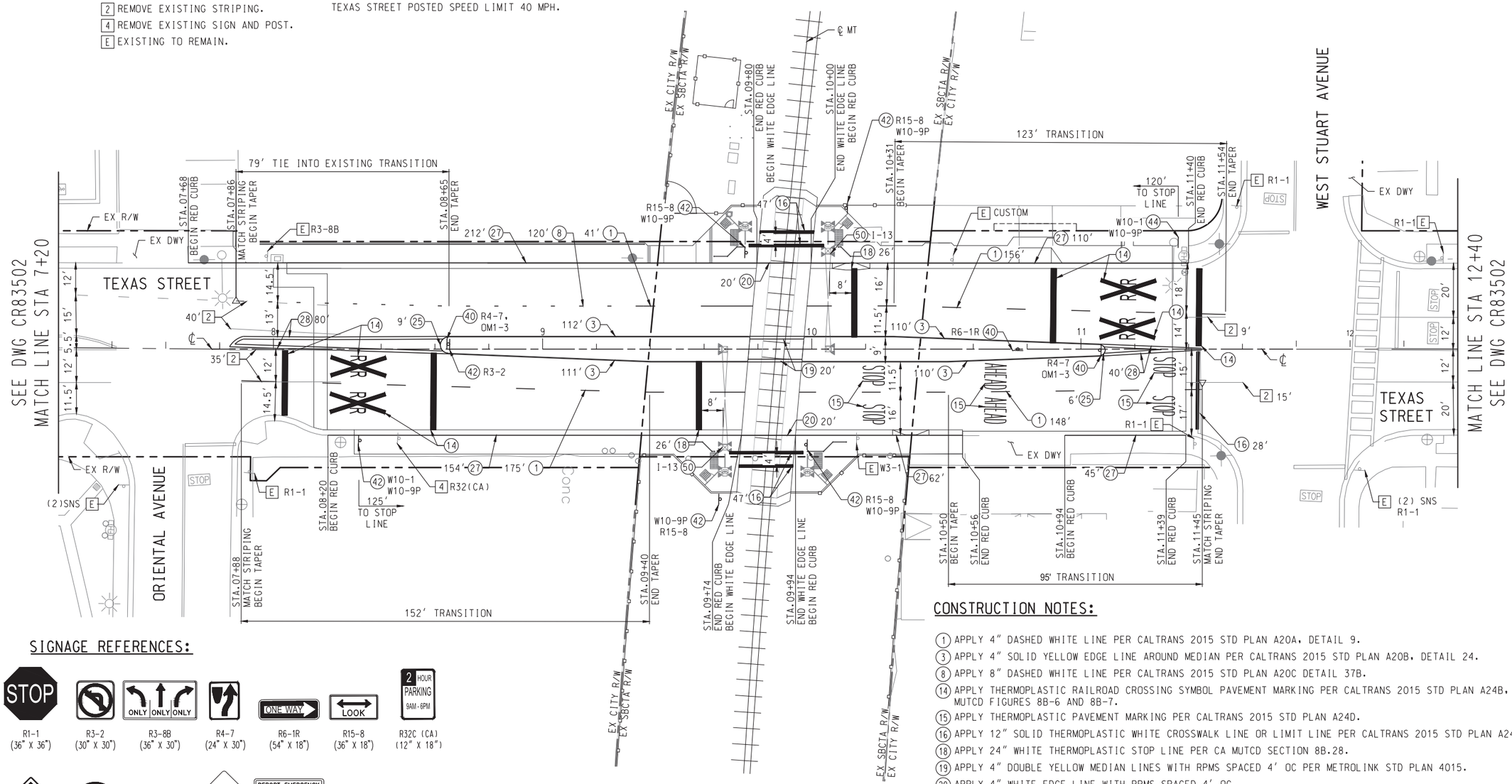
OMAP-INPICS02$

REMOVAL NOTES:

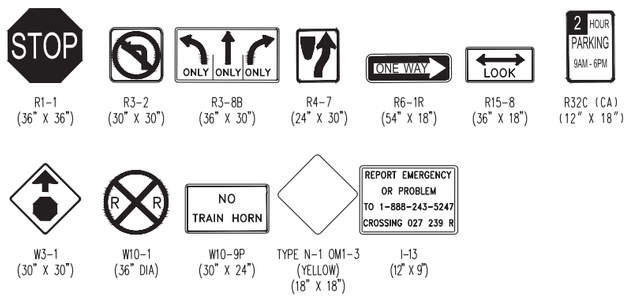
[2] REMOVE EXISTING STRIPING.
[4] REMOVE EXISTING SIGN AND POST.
[E] EXISTING TO REMAIN.

GENERAL NOTES:

TEXAS STREET POSTED SPEED LIMIT 40 MPH.



SIGNAGE REFERENCES:



R1-1 (36" X 36")
R3-2 (30" X 30")
R3-8B (36" X 30")
R4-7 (24" X 30")
R6-1R (54" X 18")
R15-8 (36" X 18")
R32C (CA) (12" X 18")
W3-1 (30" X 30")
W10-1 (36" DIA)
W10-9P (30" X 24")
TYPE N-1 OM1-3 (YELLOW) (18" X 18")
I-13 (12" X 9")

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

CONSTRUCTION NOTES:

(1) APPLY 4" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
(3) APPLY 4" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(8) APPLY 8" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20C DETAIL 37B.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(15) APPLY THERMOPLASTIC PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24D.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 4" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 4" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
(27) PAINT CURB RED.
(28) APPLY 4" DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(44) INSTALL SIGN ON STREET LIGHT POLE AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.

N

20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

HDR
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Riverside, CA 92501-2110
(951) 320-7300

CTT TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STEET - MP 65.07 (8.34)
SIGNING AND STRIPING (SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR83501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

12/20/2017 2:48 PM brandon schlueter
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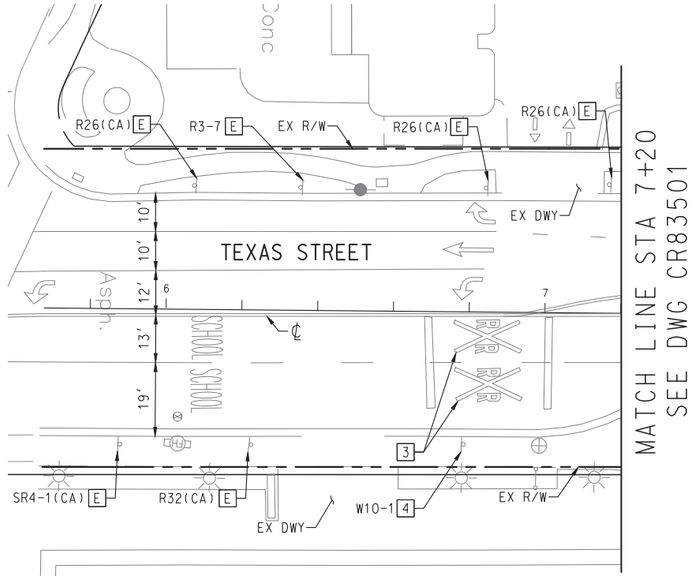
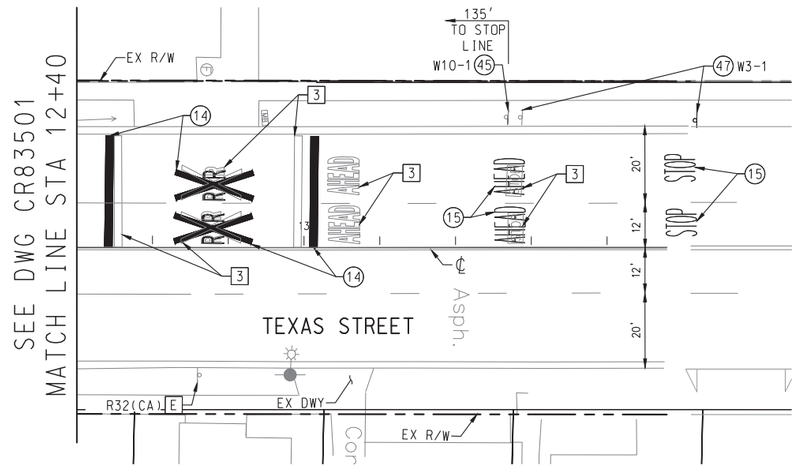
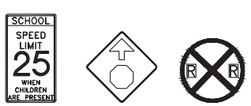


MATCH LINE STA 7+20
SEE DWG CR83501



SIGNAGE REFERENCES:

R3-7R (30" X 30") | R26 (CA) (12" X 18") | R32C (CA) (12" X 18")



SR4-1 (24" X 48") | W3-1 (30" X 30") | W10-1 (36" DIA)

GENERAL NOTES:

TEXAS STREET POSTED SPEED LIMIT 40 MPH.

CONSTRUCTION NOTES:

(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.

(15) APPLY THERMOPLASTIC PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24D.

(45) REPLACE SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.

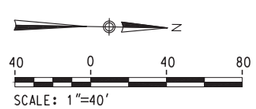
(47) RELOCATE EXISTING SIGN ON NEW POST AS NOTED ON PLAN.

REMOVAL NOTES:

[3] REMOVE EXISTING PAVEMENT MARKING.

[4] REMOVE EXISTING SIGN AND POST.

[E] EXISTING TO REMAIN.



SCALE: 1"=40'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

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NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STEET - MP 65.07 (8.34)
SIGNING AND STRIPING (SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR83502
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

12/20/2017 2:48 PM brandon schlueter
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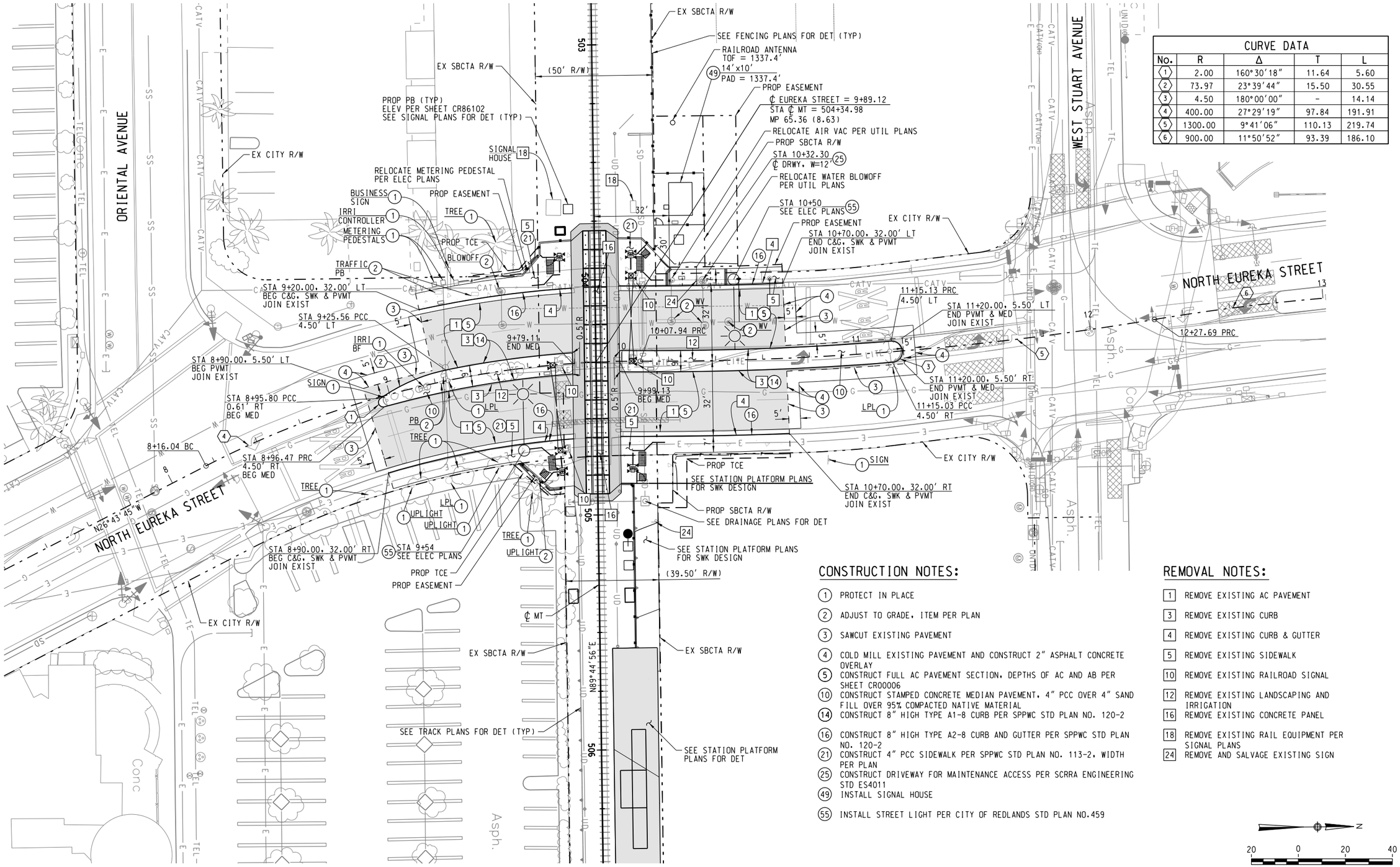

CURVE DATA				
No.	R	Δ	T	L
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3	4.50	180°00'00"	-	14.14
4	400.00	27°29'19"	97.84	191.91
5	1300.00	9°41'06"	110.13	219.74
6	900.00	11°50'52"	93.39	186.10

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER CITY OF REDLANDS STD PLAN NO.459

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
10. REMOVE EXISTING RAILROAD SIGNAL
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

DOT 027240K, CPUC 101 SG-65.36

20 0 20 40
SCALE: 1"=20'

12/19/2017
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REV.	DATE	BY SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

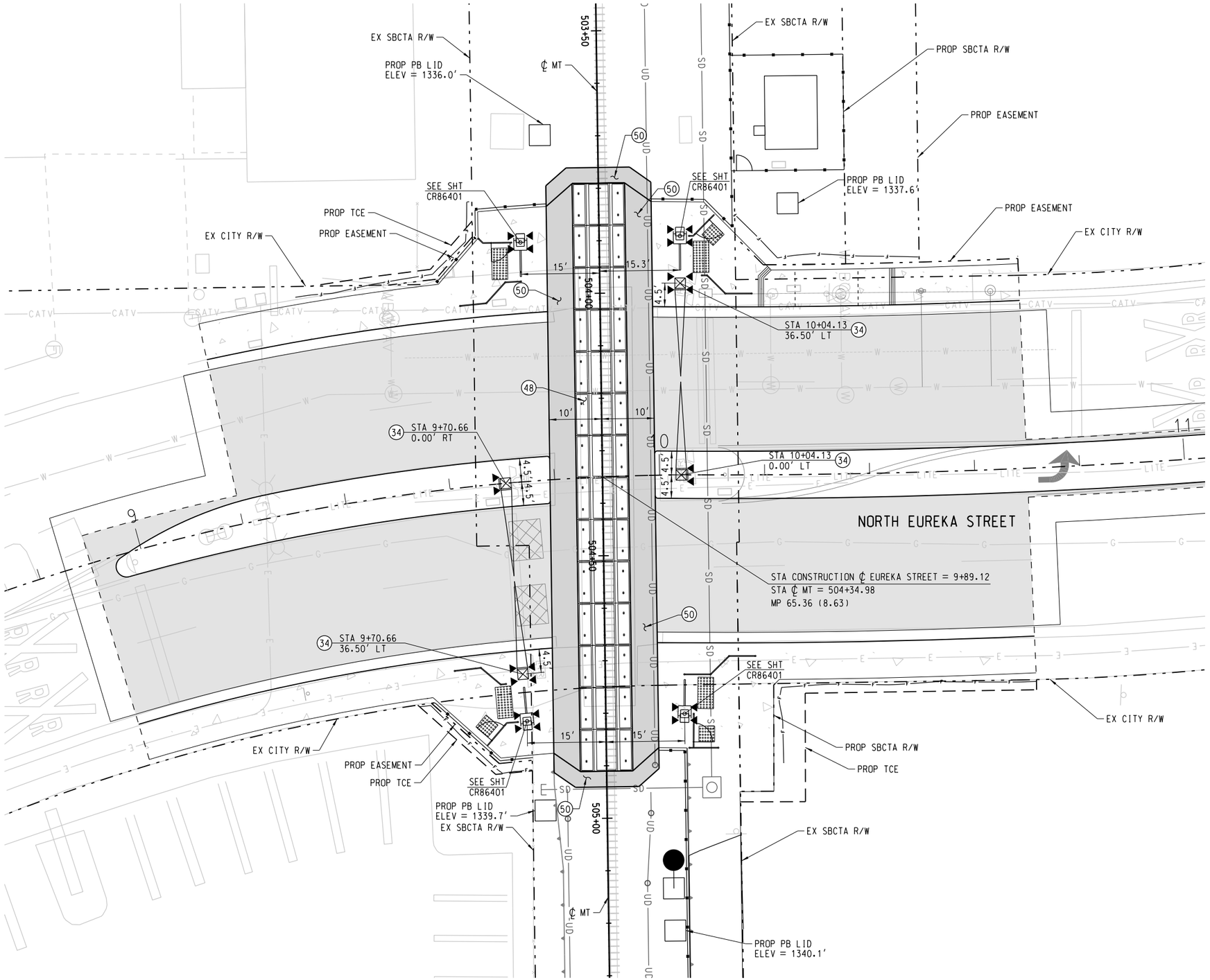
HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH EUREKA STREET – MP 65.36 (8.63)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR86101
REVISION | SHEET NO.
SCALE 1"=20'



CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300

(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS

(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.

N

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SCALE: 1"=10'

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

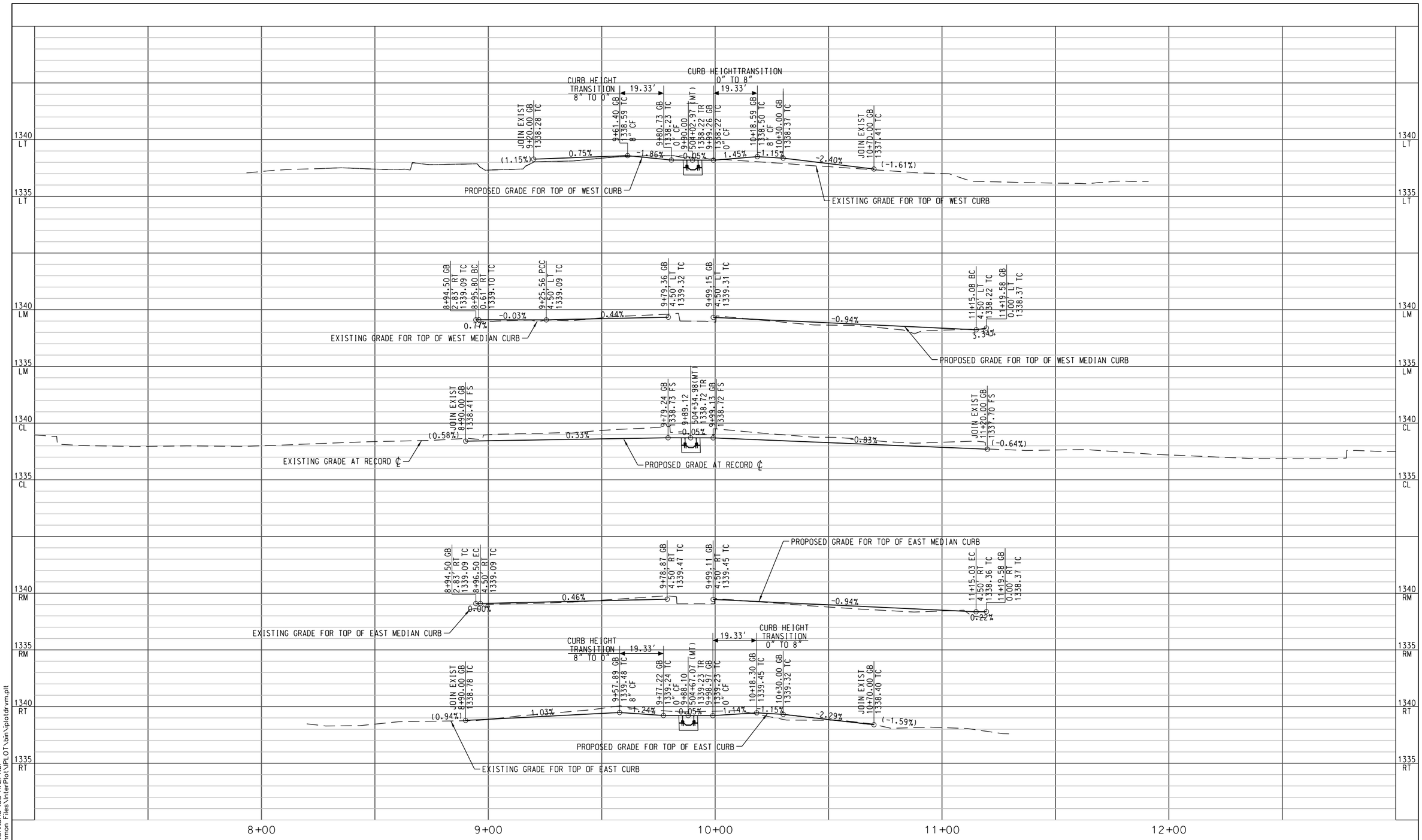
HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH EUREKA STREET – MP 65.36 (8.63)
GRADE CROSSING LAYOUT

CONTRACT NO.	17-1001705
DRAWING NO.	CR86102
REVISION	SHEET NO.
SCALE	1"=10'



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REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH EUREKA STREET – MP 65.36 (8.63)
PROFILE

CONTRACT NO.	17-1001705
DRAWING NO.	CR86201
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'

CONSTRUCTION NOTES:

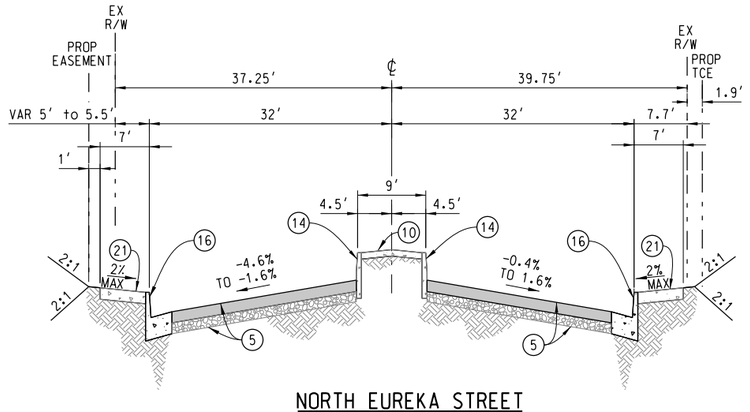
(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

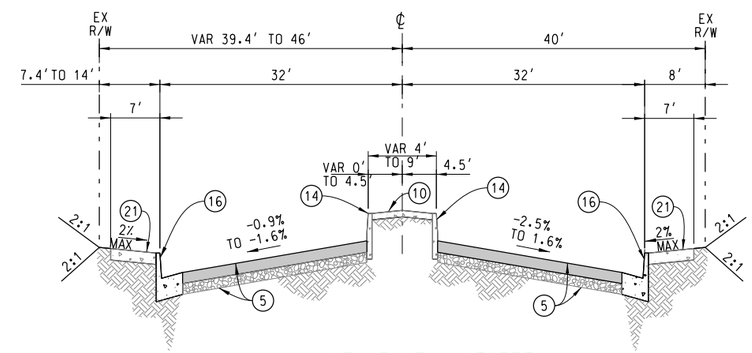
(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN



NORTH EUREKA STREET
NORTH OF CROSSING
NTS



NORTH EUREKA STREET
SOUTH OF CROSSING
NTS

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REV.	DATE		BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
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DATE	12-20-2017

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH EUREKA STREET – MP 65.36 (8.63)
TYPICAL SECTION & CONSTRUCTION DETAILS

CONTRACT NO.	17-1001705
DRAWING NO.	CR86301
REVISION	SHEET NO.
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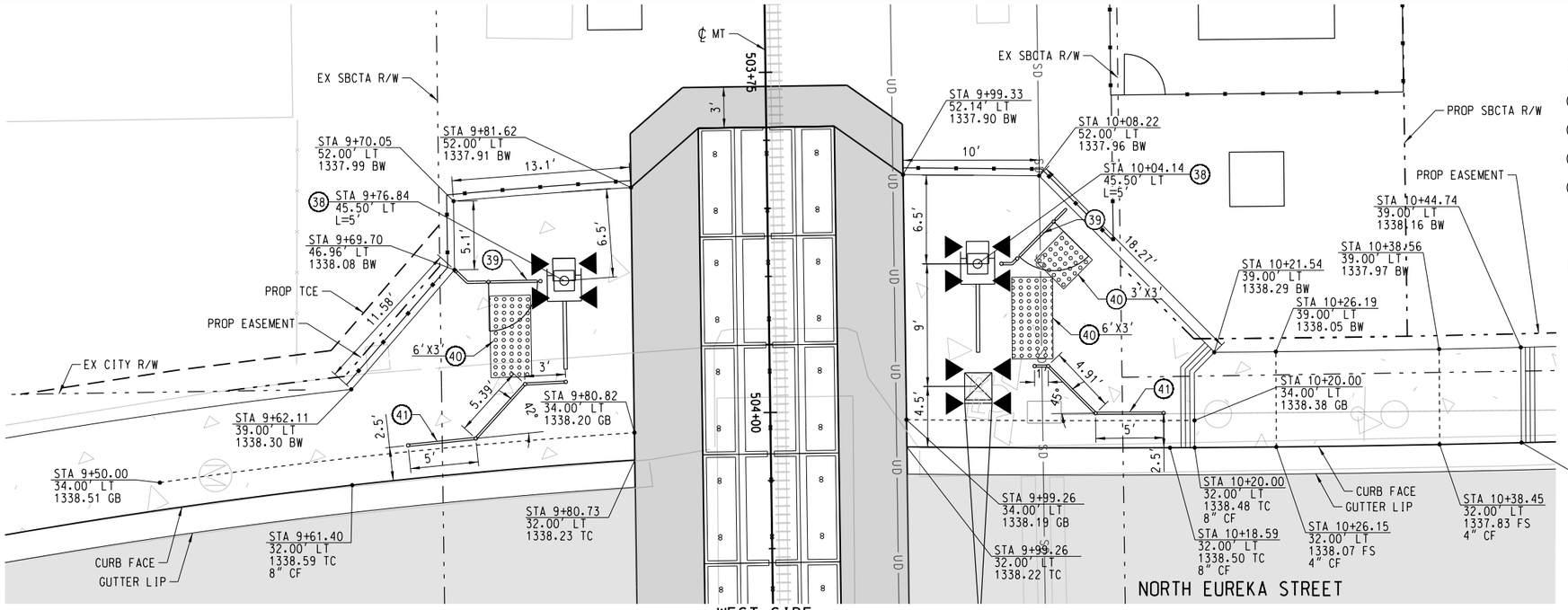
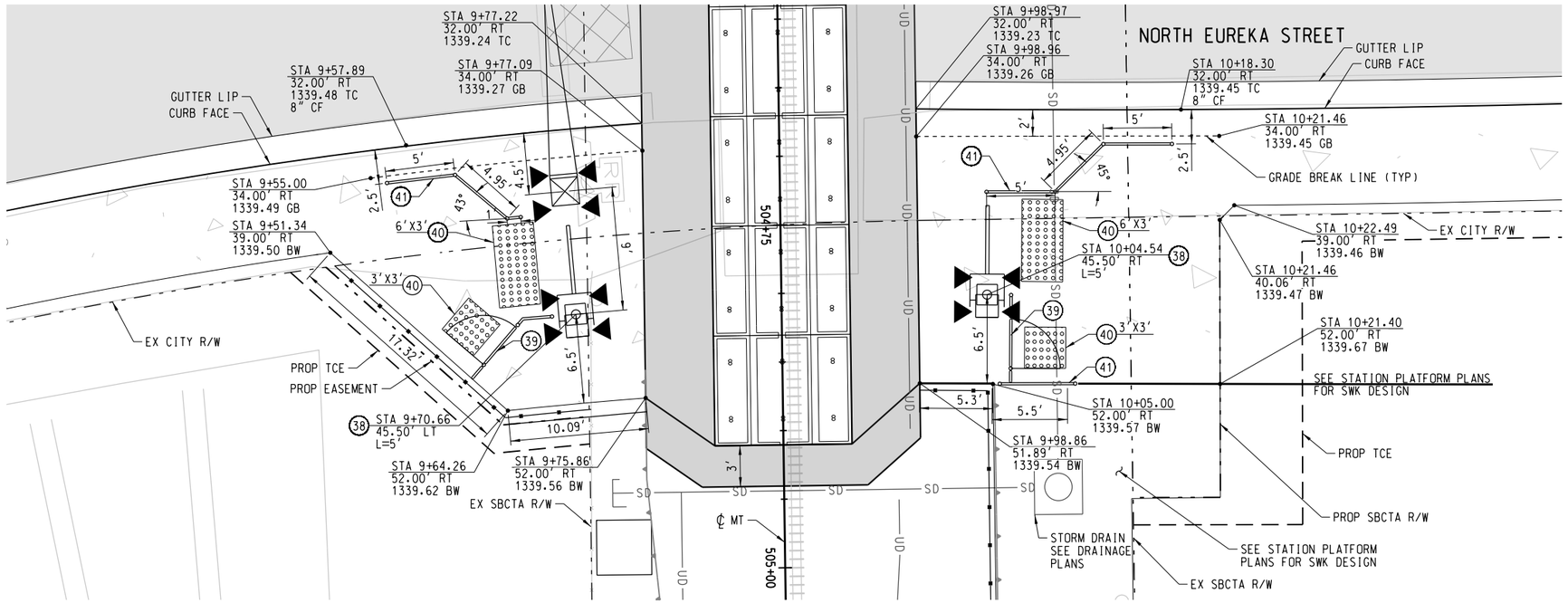


WEST SIDE



EAST SIDE

CONSTRUCTION NOTES:

(38) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN
(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.

N

5 0 5 10

SCALE: 1"=5'-0"

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH EUREKA STREET – MP 65.36 (8.63)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR86401
REVISION | SHEET NO.
SCALE 1"=5'

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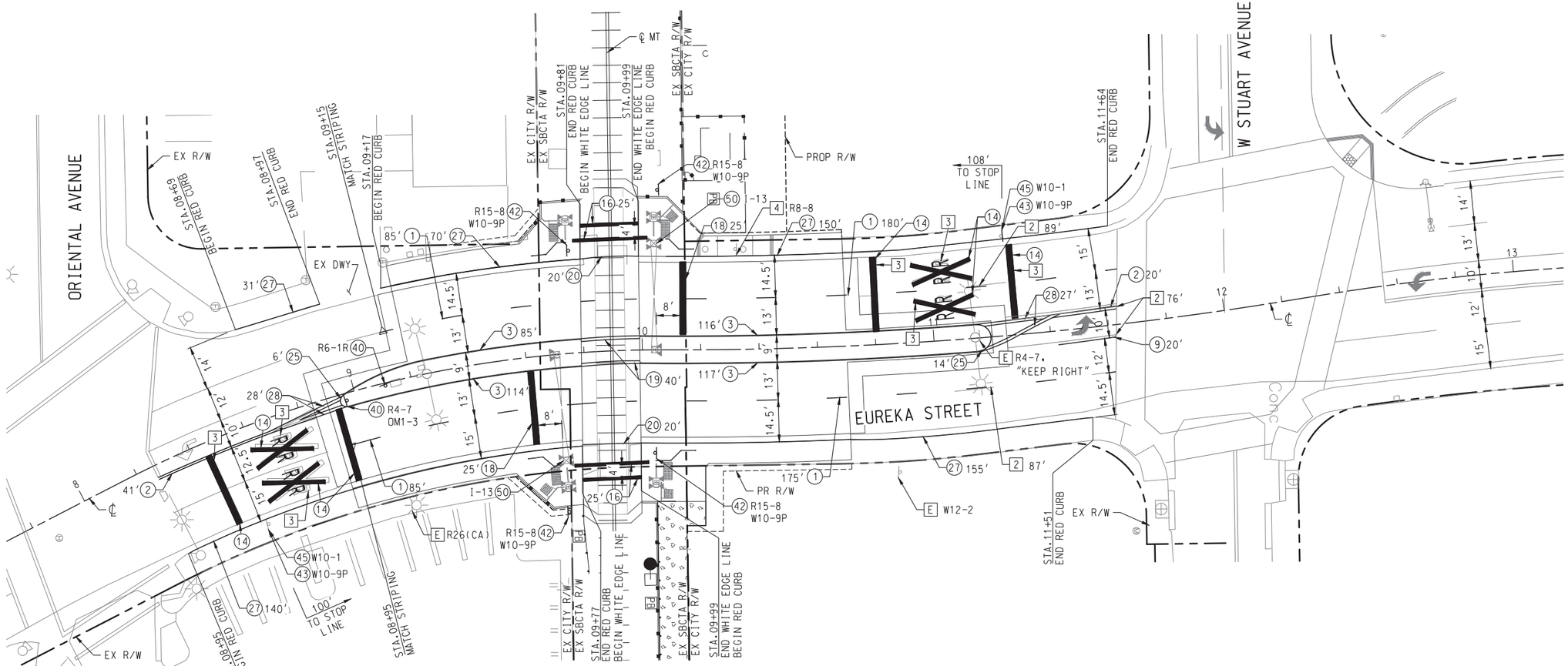


CONSTRUCTION NOTES:

(1) APPLY 4" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
(2) APPLY 4" SOLID DOUBLE YELLOW LINES WITH RPMS PER CALTRANS 2015 STD PLAN A20A, DETAIL 22.
(3) APPLY 4" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(9) APPLY 8" WHITE CHANNELIZING LINE WITH REFLECTIVE AND RPMS PER CALTRANS 2015 STD PLAN A20D, DETAIL 38.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 4" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 4" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
(27) PAINT CURB RED.
(28) APPLY 4" DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(43) INSTALL SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(45) REPLACE SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.

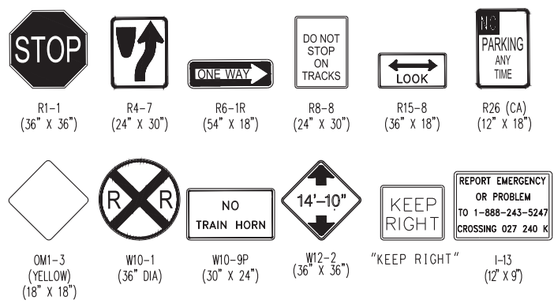
REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING.
[3] REMOVE EXISTING PAVEMENT MARKING.
[4] REMOVE EXISTING SIGN AND POST.
[E] EXISTING TO REMAIN.

GENERAL NOTES:

EUREKA STREET POSTED SPEED LIMIT 35 MPH.

SIGNAGE REFERENCES:



R1-1 (36" X 36") · R4-7 (24" X 30") · R6-1R (54" X 18") · R8-8 (24" X 30") · R15-8 (36" X 18") · R26 (CA) (12" X 18")
OM1-3 (YELLOW) (18" X 18") · W10-1 (36" DIA) · W10-9P (30" X 24") · W12-2 (36" X 36") · "KEEP RIGHT" · I-13 (12" X 9")

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETTER
DRAWN BY B. SCHLUETTER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT
ROADWAY IMPROVEMENT
NORTH EUREKA STREET - MP 65.36 (8.63)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR86501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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somog.ctb

*CONDUCTOR SCHEDULE

AWG OR CABLE SIZE	POLE OR CIRCUIT		CONDUIT RUNS 1	2	3	4	5	6	7	8	9
5 CSC / 9 CSC	POLE A	ø3,ø6PPB						1	1	1	
	POLE B	ø4,ø3P,ø6PPB							1	1	
	POLE C	ø1,ø6P,ø6P,ø4PPB				1				1	
	POLE D	ø1,ø2,ø6P,ø6P ø4PPB			1	1				1	
	POLE E	ø2P,ø2PPB		1	1	1				1	
	POLE F	ø2PPB	1	1	1	1				1	
12 CSC	POLE G	ø2,ø4,ø5,ø2P	1 / 2	1 / 2	1 / 2	1 / 2				1	
	POLE H	ø2,ø5,ø6P					1 / 1	1 / 1	1 / 1		
TOTAL 3 CSC / 12 CSC CABLES			2 / 2	3 / 2	4 / 3	5 / 4	1 / 1	1 / 1	2 / 2	6 / 5	– / –
#6	SERVICE								2	2	2
#8	SIGNAL COMMON		1	1	1	1	1	1	1	2	
#10	SAFETY LIGHTING		2	2	2	2			2	2	
TYPE B DLC	ø1					1				1	
	ø2				4	4				4	
	ø3		1	1	1	1				1	
	ø4								2	2	
	ø5				1	1				1	
	ø6						5	5	5	5	
	TOTAL DLCs		1	1	6	7	5	5	7	14	–
4#20 CONDUCTOR DLC (ø6)							4●	4●	4●	4●	
RAILROAD INTERCONNECT 12PR#19										1●	
CONDUIT SIZE (INCHES)			3"	3"	4"	4"	3"	4"	4"	2-4"	3"
CONDUIT FILL (%)			22%	25%	23%	29%	25%	14%	25%	24%	2%

* ALL CONDUIT AND CONDUCTORS ARE EXISTING UNLESS NOTED:
(●) = NEW

NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

CONSTRUCTION NOTES:

1A RS EXISTING NEMA TYPE "P" CABINET ON RAISED 18" P.C.C. FOUNDATION. RELOCATE THE FOLLOWING EQUIPMENT TO NEW PROPOSED CABINET.
- ITERIS VANTAGE EDGE 2 VIDEO DETECTION PROCESSOR
- VIDEO MONITORING SCREEN
- GTT 764 PHASE SELECTOR
- SAVARI STREET WAVE DSRC EQUIPMENT
- SAVARI STREET WAVE DEDICATED SHORT RANGE COMMUNICATIONS SYSTEM
- SIDE MOUNTED MYERS BATTERY BACKUP SYSTEM (BBS)

1B FURNISH AND INSTALL 350i ATC CABINET ON EXISTING FOUNDATION. CABINET SHALL HAVE TWO INPUT FILES, INTERNAL LED LIGHT, DOOR SWITCH, PULL-OUT DOCUMENT DRAWER, AND CITY SPECIFIED LOCKS. CABINET SHALL BE WIRED FOR RED MONITOR CAPABILITY. CABINET SHALL BE EQUIPPED WITH:
- NEW McCAIN MODEL FLEX ATC CONTROLLER WITH OMNI SOFTWARE
- NEW EDI CMUip-2212-HV CONFLICT MONITOR UNIT WITH AUXILIARY DISPLAY UNIT
- NEW McCAIN RAILROAD INTERFACE PANEL. TERMINATE RRIC.
- NEW DYMEC KY-3170EMX-10 PORT GIGABIT ETHERNET EXTENDER
- NEW SIERRA WIRELESS AIRLINK MG90 ROUTER

2 EXISTING TYPE-III-DF DUAL METER SERVICE ENCLOSURE. PROTECT IN PLACE. CONNECT EXISTING SERVICE TO NEW CABINET.

4 FURNISH AND INSTALL NEW #6 PULL BOX WITH TAMPER PROOF LID.

5 FURNISH AND INSTALL NEW #6E PULL BOX WITH TAMPER PROOF LID.

9 RS EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW 5-SECTION VEHICLE HEAD AND NECESSARY MOUNTING HARDWARE. SEE DETAIL "A".

10 RS EXISTING VEHICLE HEAD. FURNISH AND INSTALL NEW 5-SECTION VEHICLE HEAD AND NECESSARY MOUNTING HARDWARE. SEE DETAIL "B".

11 FURNISH AND INSTALL 5-SECTION VEHICLE HEAD ON PROPOSED POLE. SEE DETAIL "A".

12 FURNISH AND INSTALL NEW 6' DIAMETER TYPE E LOOP DETECTOR PER CALTRANS REVISED STD. PLAN RSP ES-5B.

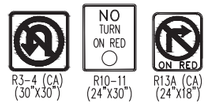
14 FURNISH AND INSTALL VITAL PREFORMED LOOP DETECTOR.

15 TERMINATE 12PR#19 RAILROAD INTERCONNECT CABLE.

CONDUIT NOTES:

RUN	CONDUIT AND CABLE DESCRIPTION	% FILL
10	NEW 3"C, 12PR#19 RRIC	3%
11	NEW 3"C, 12PR#19 RRIC	3%
12	EX 2"C, RC 12PR#19 TSIC, NEW 12PR#19 RRIC	8%
13	NEW 3"C, 2-4C DLC	3%
14	NEW 3"C, 4-4C DLC	7%
15	NEW 3"C, 2-DLC, 4-4C DLC	9%

SIGNAGE REFERNECES:



R3-4 (CA) (30"X30") R10-11 (24"X30") R13A (CA) (24"X18")

*POLE AND EQUIPMENT SCHEDULE

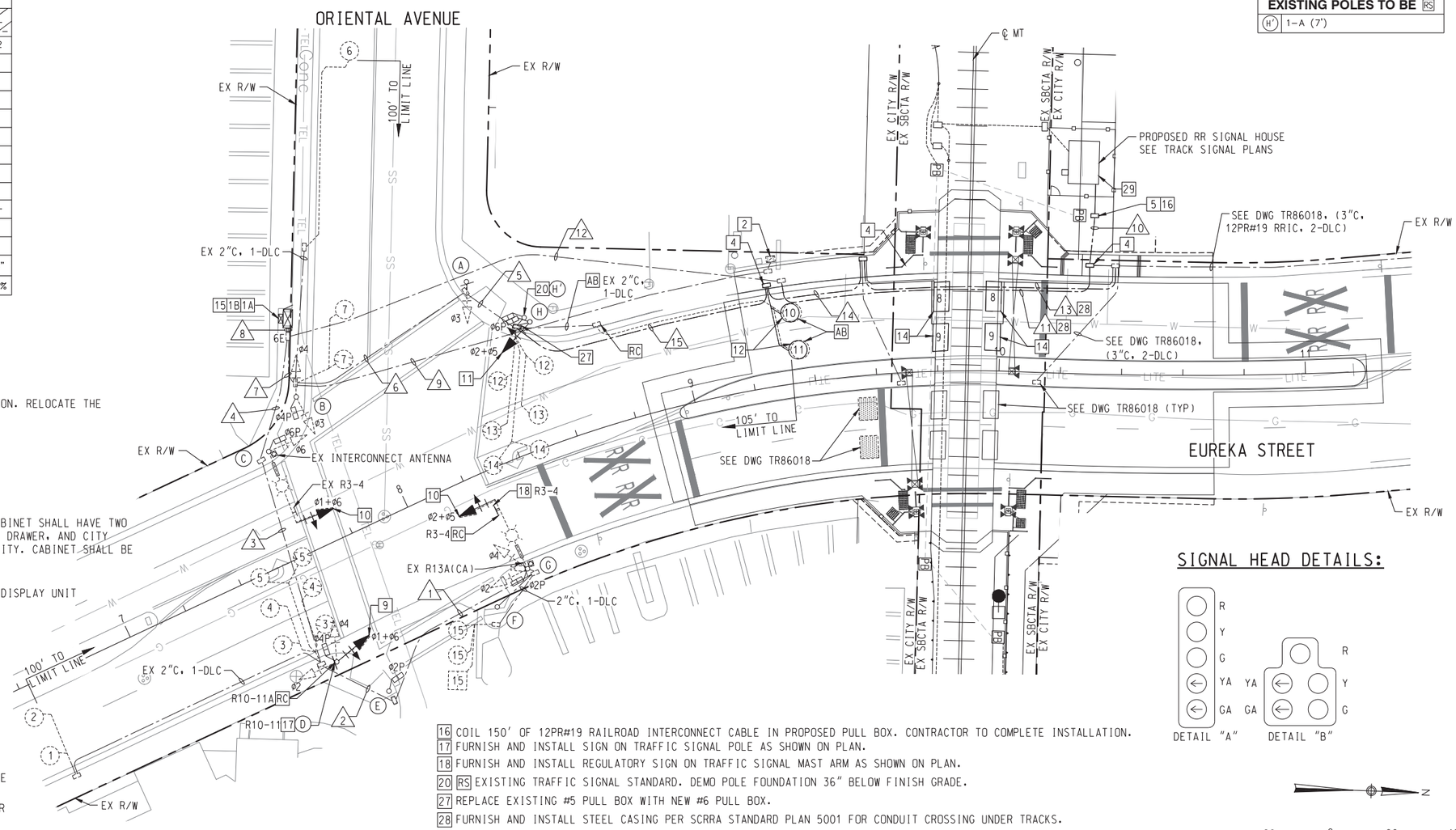
No.	STANDARD TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	HPS LUMINAIRE	SIG MTG VEHICLE		PED	PPB PHASE	POLE LOCATION A	B	RSNS	REMARKS
A	1-A	10'	–	–	–	–	TV-1-T	–	ø6	EXISTING		Eureka St	–
B	1-A	10'	–	–	–	–	TV-2-T	+SP-1-T	ø6	EXISTING		–	–
C	19-3-70	30'	25'	12'	150W	1-MAS●	SV-1-T	+SP-1-T	ø4	EXISTING		Oriental Ave	–
D	1-A	10'	–	–	–	–	TV-3-TA●	+SP-1-T	ø4	EXISTING		Eureka St	–
E	1-A	7'	–	–	–	–	–	+ TP-1	ø2	EXISTING		–	–
F	PPB POST	4'	–	–	–	–	–	–	ø2	EXISTING		–	5' HIGH
G	19-3-70	30'	25'	12'	150W	1-MAS●	SV-2-A	+SP-1-T	–	EXISTING		Oriental Ave	–
H	1-A●	10'●	–	–	–	–	TV-1-T●	SP-1-T●	–	EXISTING		–	–

NOTE: CONSTRUCT POLE STANDARDS TO CALTRANS 2015 STANDARDS. CONTRACTOR SHALL SUBMIT MATERIAL CUT SHEETS PRIOR TO ORDERING OF MATERIAL. POTHOLE ALL POLE LOCATIONS PRIOR TO ORDERING POLES. PEDESTRIAN SIGNALS SHALL BE COUNTDOWN TYPE.
* ALL EQUIPMENT IS EXISTING UNLESS NOTED:
(●) = NEW
(+) = REPLACE PED MODULE ONLY, WITH COUNTDOWN TYPE.

N. EUREKA ST POSTED SPEED = 25 MPH
ORIENTAL AVE POSTED SPEED = 25 MPH

EXISTING POLES TO BE RS

H'	1-A (7')



SIGNAL HEAD DETAILS:

16 COIL 150' OF 12PR#19 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX. CONTRACTOR TO COMPLETE INSTALLATION.
17 FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL POLE AS SHOWN ON PLAN.
18 FURNISH AND INSTALL REGULATORY SIGN ON TRAFFIC SIGNAL MAST ARM AS SHOWN ON PLAN.
20 RS EXISTING TRAFFIC SIGNAL STANDARD. DEMO POLE FOUNDATION 36" BELOW FINISH GRADE.
27 REPLACE EXISTING #5 PULL BOX WITH NEW #6 PULL BOX.
28 FURNISH AND INSTALL STEEL CASING PER SCRRA STANDARD PLAN 5001 FOR CONDUIT CROSSING UNDER TRACKS.
29 CONTRACTOR TO COORDINATE WITH RAIL SIGNALING CONTRACTOR FOR INSTALLATION, TERMINATION, AND ACTIVATION OF RAILROAD INTERCONNECT CABLE.

N

20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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APPROVED: _____

100% SUBMITTAL
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REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
NORTH EUREKA STREET AND ORIENTAL AVENUE
(SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR86016
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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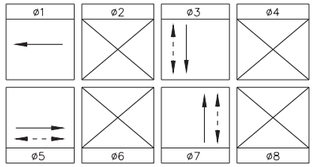
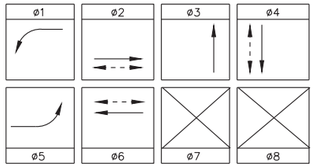
DETECTOR ASSIGNMENT			
DETECTOR	PHASE	CHANNEL	FIELD TERMINAL
1	2	3	TB1 – 6&7
2	2	4	TB1 – 9&10
3	2	5	TB1 – 11&12
4	2	6	TB1 – 14&15
5	5	25	TB5 – 1&2
6	4	11	TB2 – 9&10
7	4	12	TB2 – 11&12
8	6 CAVDS	31	TB6 – 1&2
9	6 CAVDS	32	TB6 – 4&5
10	6	29	TB5 – 11&12
11	6	30	TB5 – 14&15
12	6	27	TB5 – 6&7
13	6	28	TB5 – 9&10
14	1	1	TB1 – 1&2
15	3	9	TB2 – 6&7
PPB	2	21	TB4 – 6&7
PPB	4	22	TB4 – 9&10
PPB	6	23	TB4 – 11&12

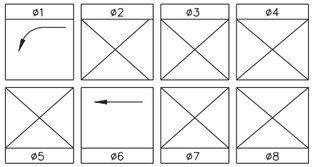
EXISTING PHASE DIAGRAM



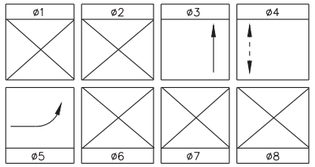
PROPOSED PHASE DIAGRAM



RAILROAD PREEMPTION TRACK CLEAR

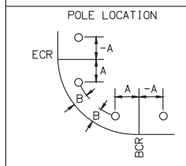


RAILROAD PREEMPTION LIMITED SERVICE



TCR = 51 SECONDS, ADV = 75 SECONDS

POLE LOCATION DETAIL



EXACT LOCATION BY ENGINEER IN THE FIELD

RAILROAD INTERCONNECT CIRCUITS:

TCR = ADVANCE PREEMPTION - TRANSFER ROW TO TRACK CLEARANCE GREEN INTERVAL

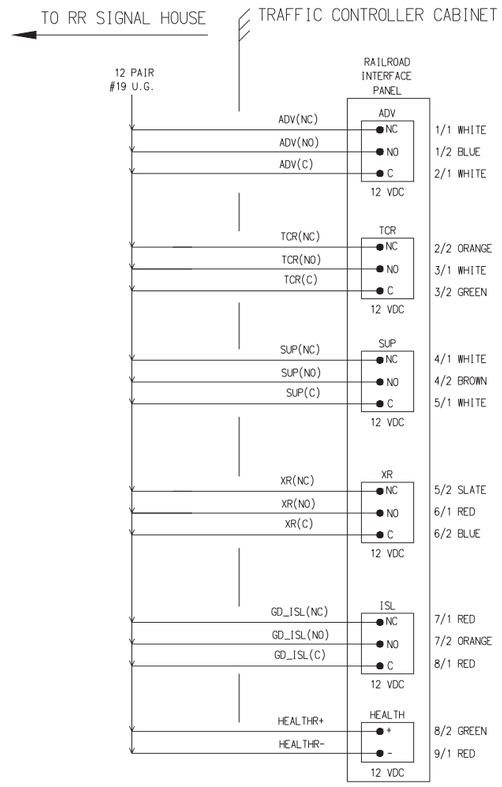
SUP = SUPERVISION - CHECKS THE INTEGRITY OF THE TCR CIRCUIT.

XR = CROSSING ACTIVE - INDICATES GRADE CROSSING WARNING SYSTEM IS ACTIVE.

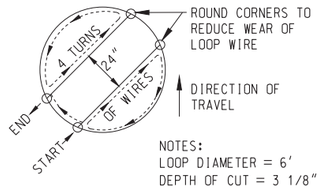
GD/ISL = GATE DOWN/ISLAND - EXTEND TRACK CLEARANCE GREEN INTERVAL UNTIL GD/ISL INPUT IS RECEIVED AND CROSSING AREA VEHICLE DETECTION IS NOT OCCUPIED.

HEALTH = INDICATES TO RAILROAD TRAFFIC SIGNAL IS IN HARDWARE FLASH OR THERE'S A POWER OUTAGE.

RAILROAD INTERCONNECT CIRCUIT DIAGRAM



DETAIL E



NOTES:
LOOP DIAMETER = 6'
DEPTH OF CUT = 3 1/8"

MODIFIED TYPE E FRONT DETECTOR FOR BICYCLES AND VEHICLES
N.T.S.

COLOR CODE CHART		
PAIR NO.	MAJOR COLOR (WIRE #1)	MINOR COLOR (WIRE #2)
#1	WHITE	BLUE
#2	WHITE	ORANGE
#3	WHITE	GREEN
#4	WHITE	BROWN
#5	WHITE	SLATE
#6	RED	BLUE
#7	RED	ORANGE
#8	RED	GREEN
#9	RED	BROWN
#10	RED	SLATE
#11	BLACK	BLUE
#12	BLACK	ORANGE

PAIR NO. 1/1 WIRE NO.

REV.	DATE	BY	SUB.	APP.

DESIGNED BY: B. HANSEN
DRAWN BY: B. HANSEN
CHECKED BY: N. MINICILLI
APPROVED BY: R. KLOVSKY
DATE: 12-20-2017

San Bernardino County Transportation Authority

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APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
NORTH EUREKA STREET AND ORIENTAL AVENUE
(SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR86017
REVISION
SHEET NO.
SCALE NTS

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*CONDUCTOR SCHEDULE

AWG OR CABLE SIZE	POLE OR CIRCUIT		CONDUIT RUNS 1	2	3	4	5	6	7	8	9
3 CSC	POLE A	ø1,ø6P,ø6P	– / 1	– / 1		– / 1				– / 1	– / 1
	POLE B	ø4PPB,ø6PPB		2 / –		2 / –				2 / –	2 / –
	POLE C	ø8,ø4P		– / 1		– / 1				– / 1	– / 1
	POLE D	ø8,ø8P,ø6PPB				1 / 1				1 / 1	1 / 1
	POLE E	ø5,ø6,ø6P,ø4PPB			1 / 1	1 / 1				1 / 1	1 / 1
	POLE F	ø2,ø5,ø2P,ø4PPB								1 / 1	1 / 1
	POLE G	ø4,ø8P,ø2PPB							1 / 1	1 / 1	1 / 1
	POLE H	ø4,ø4P,ø2PPB						1 / 1	1 / 1	1 / 1	1 / 1
12 CSC	POLE I	ø1,ø2,ø2P,ø4PPB					1 / 1	1 / 1	1 / 1	1 / 1	1 / 1
	POLE J	ø2PPB						1 / –	1 / –	1 / –	1 / –
TOTAL 3 CSC / 12 CSC CABLES			– / 1	2 / 2	1 / 1	4 / 4	1 / 1	3 / 2	4 / 3	9 / 8	9 / 8
#10	SAFETY LIGHTING		2	2	2	2		2	2	4	
#8	SIGNAL COMMON		1	1	1	1	1	1	1	2	2
4#20 CONDUCTOR DLC (ø2)			2●	2●		2●				2●	2●
VIDEO COAXIAL CABLE			1	1		2		1	1	4	4
VIDEO POWER CABLE			1	1		2		1	1	4	4
OPTICOM CABLE			1	1		2		1	1	4	4
COAXIAL (INTERCONNECT)			1	1		1				1	1
RAILROAD INTERCONNECT			1	1		1				1	1
CONDUIT SIZE (INCHES)			3"	4"	3"	4"	3"	3"	4"	2-4"	2-4"
CONDUIT FILL (%)			25%	17%	10%	23%	9%	21%	17%	25%	25%

*ALL CONDUIT AND CONDUCTORS ARE EXISTING UNLESS NOTED:
(●) = NEW

NOTE: NEW AND EXISTING DLC'S SHALL BE REASSIGNED TO DETECTOR INPUTS AS SHOWN ON PLAN AND THE DETECTOR ASSIGNMENT TABLE.

CONDUIT NOTES:

RUN	CONDUIT AND CABLE DESCRIPTION	% FILL
10	NEW 3"C, 2-4#20C DLC	3%
11	NEW 3"C, 2-4#20C DLC	3%
12	NEW 3"C, 2-4#20C DLC	3%
13	NEW 3"C, 12PR#19 RRIC, 2-4#20C DLC	7%
14	EX 2"C , ADD 12PR#19 RRIC, 4-4#20C DLC	23%
15	EX 3"C, 12PR#19 RRIC, ADD 12PR#19 RRIC	8%

SIGNAGE REFERENCES:

R3-4 (CA) (30"X30")

R9-3 (18"X18")

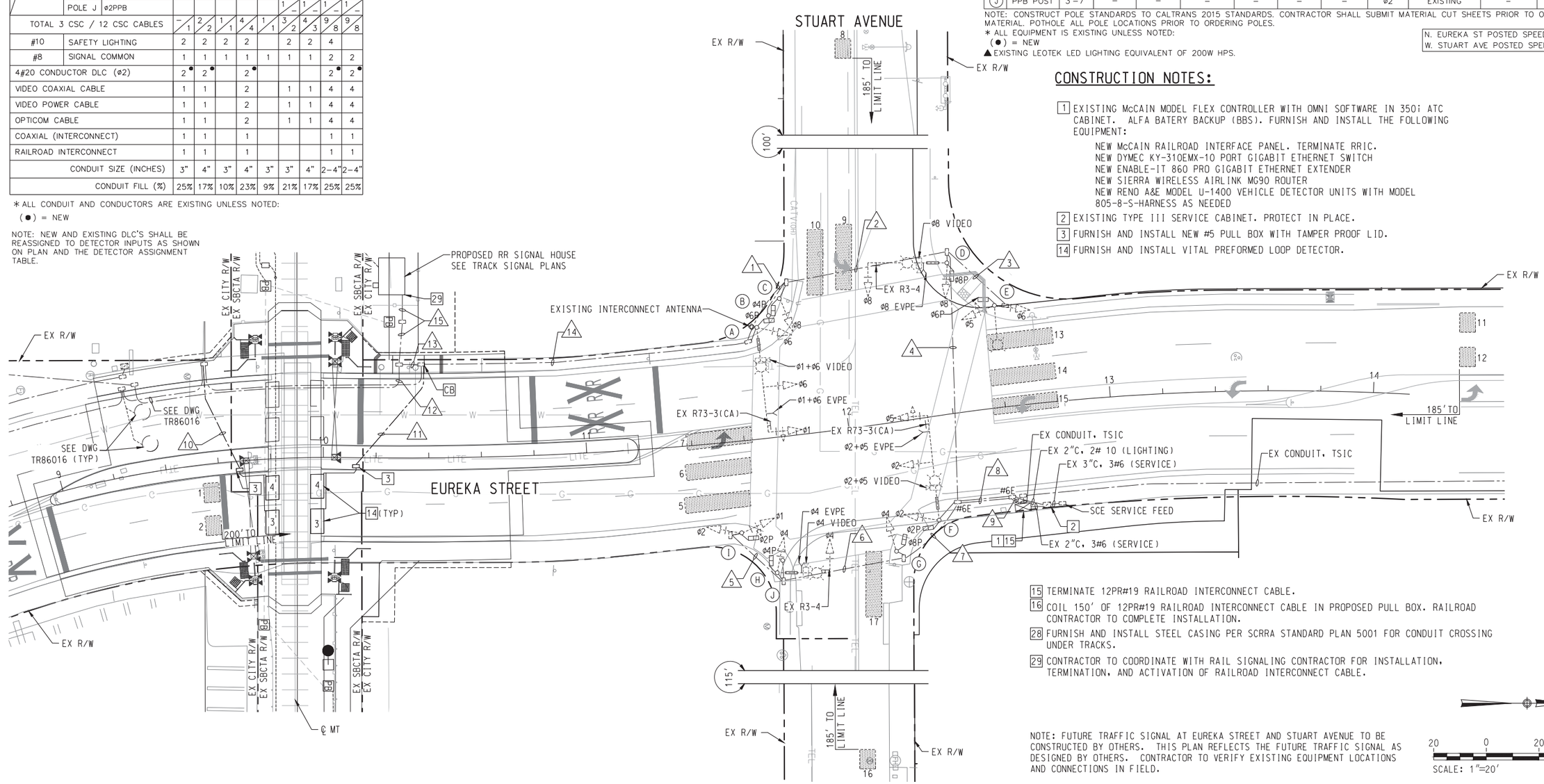
R73-3 (CA) (36"X36")

*POLE AND EQUIPMENT SCHEDULE

No.	STANDARD TYPE	HEIGHT	SIG. M.A.	LUM. M.A.	LED LUMINAIRE	SIG MTG VEHICLE	PED	PPB PHASE	POLE LOCATION A	B	RSNS	REMARKS
(A)	26A-4-100	35'	40'	15'	▲	2-MAS	SV-1-T	SP-1-T	–		EXISTING	Stuart Ave	–
(B)	PPB POST	3'-7"	–	–	–	–	–	–	ø4 / ø6		EXISTING	–	–
(C)	1-A	10'	–	–	–	–	TV-1-T	SP-1-T			EXISTING	–	–
(D)	19A-4-100	35'	30'	15'	▲	1-MAS	SV-1-T	SP-1-T	ø6		EXISTING	Eureka St	–
(E)	15TS	30'	–	15'	▲	–	SV-2-TA	SP-1-T	ø8		EXISTING	–	–
(F)	24A-4-100	35'	35'	15'	▲	2-MAS	SV-1-T	SP-1-T	ø8		EXISTING	Stuart Ave	–
(G)	I-A	10'	–	–	–	–	TV-1-T	SP-1-T	ø2		EXISTING	–	–
(H)	19A-4-100	35'	25'	15'	▲	1-MAS	SV-1-T	SP-1-T	–		EXISTING	Eureka St	–
(I)	1-A	10'	–	–	–	–	TV-2-T	SP-1-T	ø4		EXISTING	–	–
(J)	PPB POST	3'-7"	–	–	–	–	–	–	ø2		EXISTING	–	–

NOTE: CONSTRUCT POLE STANDARDS TO CALTRANS 2015 STANDARDS. CONTRACTOR SHALL SUBMIT MATERIAL CUT SHEETS PRIOR TO ORDERING OF MATERIAL. POTHOLE ALL POLE LOCATIONS PRIOR TO ORDERING POLES.
* ALL EQUIPMENT IS EXISTING UNLESS NOTED:
(●) = NEW
▲EXISTING LEOTEK LED LIGHTING EQUIVALENT OF 200W HPS.

N. EUREKA ST POSTED SPEED = 35 MPH
W. STUART AVE POSTED SPEED = 35 MPH



CONSTRUCTION NOTES:

1 EXISTING McCAIN MODEL FLEX CONTROLLER WITH OMNI SOFTWARE IN 350i ATC CABINET. ALFA BATERY BACKUP (BBS). FURNISH AND INSTALL THE FOLLOWING EQUIPMENT:
NEW McCAIN RAILROAD INTERFACE PANEL. TERMINATE RRIC.
NEW DYMEC KY-310EMX-10 PORT GIGABIT ETHERNET SWITCH
NEW ENABLE-IT 860 PRO GIGABIT ETHERNET EXTENDER
NEW SIERRA WIRELESS AIRLINK MG90 ROUTER
NEW RENO A&E MODEL U-1400 VEHICLE DETECTOR UNITS WITH MODEL 805-8-S-HARNESS AS NEEDED

2 EXISTING TYPE III SERVICE CABINET. PROTECT IN PLACE.

3 FURNISH AND INSTALL NEW #5 PULL BOX WITH TAMPER PROOF LID.

14 FURNISH AND INSTALL VITAL PREFORMED LOOP DETECTOR.

15 TERMINATE 12PR#19 RAILROAD INTERCONNECT CABLE.

16 COIL 150' OF 12PR#19 RAILROAD INTERCONNECT CABLE IN PROPOSED PULL BOX. RAILROAD CONTRACTOR TO COMPLETE INSTALLATION.

28 FURNISH AND INSTALL STEEL CASING PER SCRRA STANDARD PLAN 5001 FOR CONDUIT CROSSING UNDER TRACKS.

29 CONTRACTOR TO COORDINATE WITH RAIL SIGNALING CONTRACTOR FOR INSTALLATION, TERMINATION, AND ACTIVATION OF RAILROAD INTERCONNECT CABLE.

NOTE: FUTURE TRAFFIC SIGNAL AT EUREKA STREET AND STUART AVENUE TO BE CONSTRUCTED BY OTHERS. THIS PLAN REFLECTS THE FUTURE TRAFFIC SIGNAL AS DESIGNED BY OTHERS. CONTRACTOR TO VERIFY EXISTING EQUIPMENT LOCATIONS AND CONNECTIONS IN FIELD.

N

20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
NORTH EUREKA STREET AND STUART AVENUE
(SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR86018
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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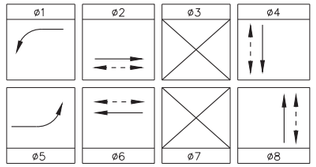
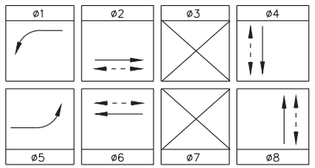
DETECTOR ASSIGNMENT			
DETECTOR	PHASE	CHANNEL	FIELD TERMINAL
1	2	3	TB1 – 6&7
2	2	4	TB1 – 9&10
3	2 CAVDS	7	TB2 – 1&2
4	2 CAVDS	8	TB2 – 4&5
5	2	5	TB1 – 11&12
6	2	6	TB1 – 14&15
7	5	25	TB5 – 1&2
8	4	11	TB2 – 11&12
9	4	12	TB2 – 14&15
10	4	13	TB3 – 1&2
11	6	27	TB5 – 6&7
12	6	28	TB5 – 9&10
13	6	29	TB5 – 11&12
14	6	30	TB5 – 14&15
15	1	1	TB1 – 1&2
16	8	33	TB6 – 6&7
17	8	34	TB6 – 9&10
PPB	2	21	TB4 – 6&7
PPB	4	22	TB4 – 9&10
PPB	6	23	TB4 – 11&12
PPB	8	24	TB4 – 14&15
EVPE	2&5	43	TB8 – 1&2&3
EVPE	4	44	TB8 – 4&5&8
EVPE	1&6	45	TB8 – 6&7&3
EVPE	8	46	TB8 – 9&10&8

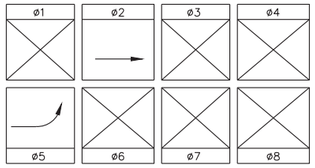
EXISTING PHASE DIAGRAM



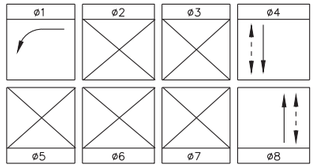
PROPOSED PHASE DIAGRAM



RAILROAD PREEMPTION TRACK CLEAR

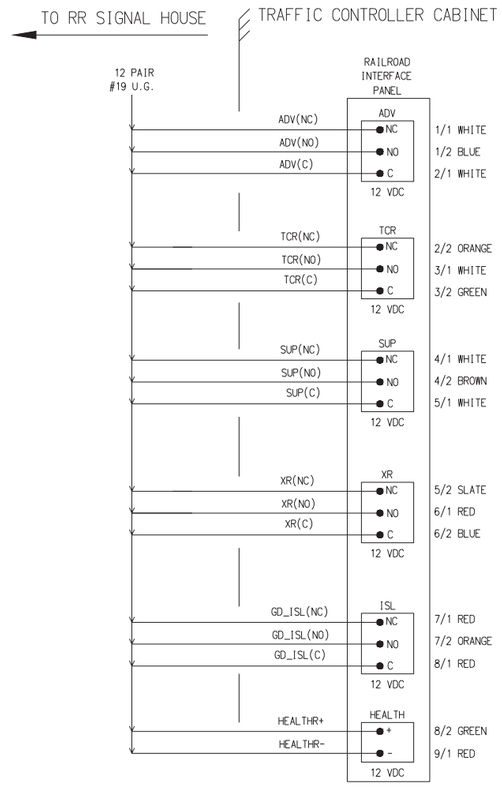


RAILROAD PREEMPTION LIMITED SERVICE



TCR = 51 SECONDS, ADV = 75 SECONDS

RAILROAD INTERCONNECT CIRCUIT DIAGRAM



RAILROAD INTERCONNECT CIRCUITS:

ADV = ADVANCE INPUT - CONTINUE SERVICE TO VEHICLES AND PEDESTRIANS. HOLD PEDESTRIAN CALLS UNTIL LIMITED SERVICE INTERVAL.

TCR = ADVANCE PREEMPTION - TRANSFER ROW TO TRACK CLEARANCE GREEN INTERVAL

SUP = SUPERVISION - CHECKS THE INTEGRITY OF THE TCR CIRCUIT.

XR = CROSSING ACTIVE - INDICATES GRADE CROSSING WARNING SYSTEM IS ACTIVE.

GD/ISL = GATE DOWN/ISLAND - EXTEND TRACK CLEARANCE GREEN INTERVAL UNTIL GD/ISL INPUT IS RECEIVED AND CROSSING AREA VEHICLE DETECTION IS NOT OCCUPIED.

HEALTH = INDICATES TO RAILROAD TRAFFIC SIGNAL IS IN HARDWARE FLASH OR THERE'S A POWER OUTAGE.

COLOR CODE CHART		
PAIR NO.	MAJOR COLOR (WIRE #1)	MINOR COLOR (WIRE #2)
#1	WHITE	BLUE
#2	WHITE	ORANGE
#3	WHITE	GREEN
#4	WHITE	BROWN
#5	WHITE	SLATE
#6	RED	BLUE
#7	RED	ORANGE
#8	RED	GREEN
#9	RED	BROWN
#10	RED	SLATE
#11	BLACK	BLUE
#12	BLACK	ORANGE

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. HANSEN
DRAWN BY B. HANSEN
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

TRAFFIC SIGNAL PLAN
NORTH EUREKA STREET AND STUART AVENUE
(SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. TR86019
REVISION
SHEET NO.
SCALE NTS

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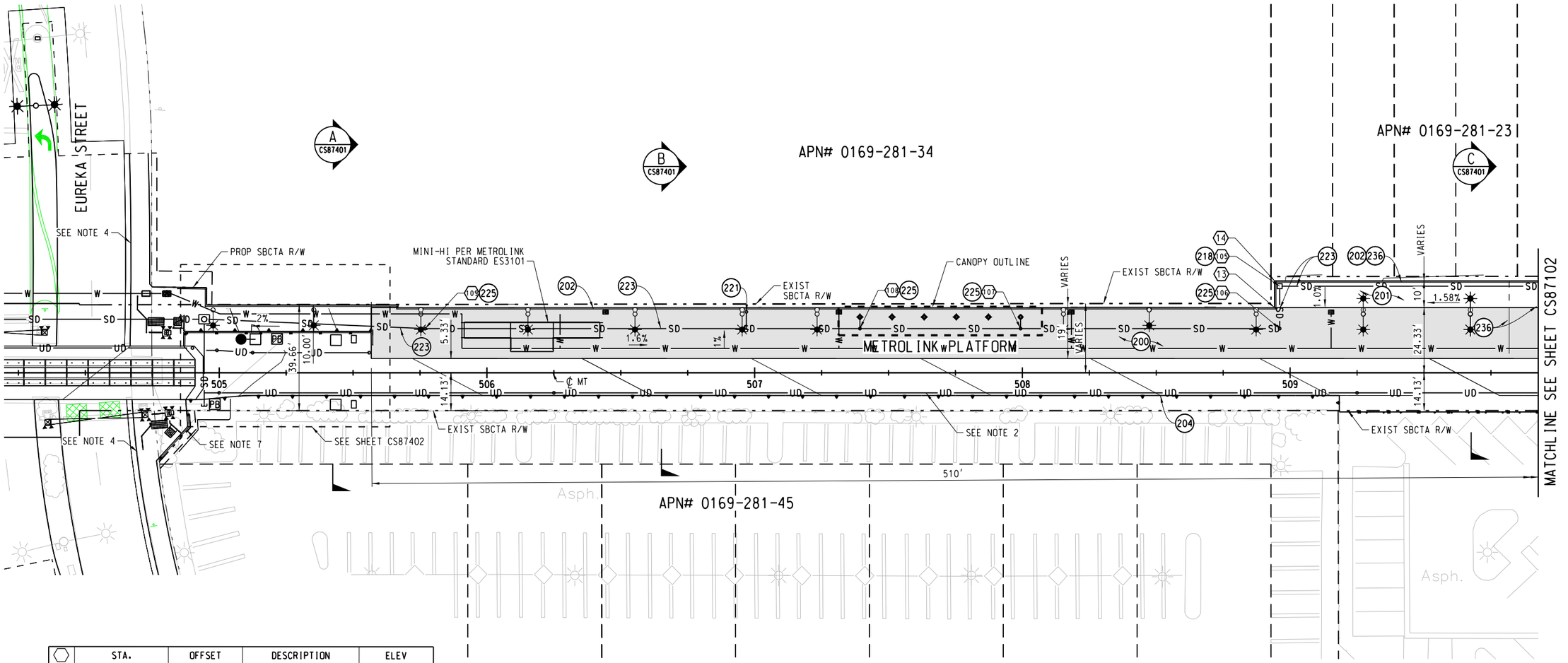


	STA.	OFFSET	DESCRIPTION	ELEV
13	508+94.19	24.33 LT	WALKWAY	1346.84 FS
14	508+94.19	34.33 LT	WALKWAY/PLATFORM	1346.94 FS
105	508+96.11	32.33 LT	CLEANOUT	1342.30 INV
106	508+96.11	16.50 LT	CLEANOUT	1339.70 INV
107	507+99.32	16.50 LT	CLEANOUT	1338.70 INV
108	507+39.32	16.50 LT	CLEANOUT	1338.00 INV
109	505+76.90	16.50 LT	STORMDRAIN	1336.30 INV

LEGEND

PLATFORM

CONCRETE WALKWAY

SHEET OUTLINE

CONSTRUCTION NOTES:

200 PLATFORM - SEE STRUCTURAL PLANS

201 CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CR00006

202 HANDRAILS - SEE ARCHITECTURAL PLANS

204 RETAINING WALL - SEE STRUCTURAL PLANS

218 INSTALL BROOKS PRODUCTS 1212 T18 CATCH BASIN W/ HEEL PROOF STEEL GRATE OR APPROVED EQUAL

221 CONST. 4" PLASTIC PIPE

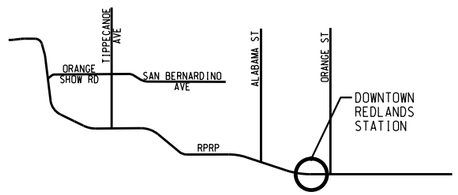
223 CONST. 8" PLASTIC STORM DRAIN

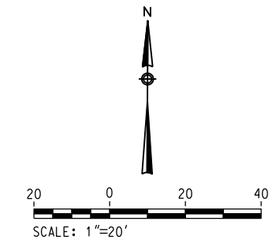
225 CONST. CLEANOUT SEE DETAIL 1 SHEET CS00101

236 CONST. MODIFIED CURB, SEE DETAIL 4 SHEET CS00101

GENERAL NOTES:

1. PLATFORM A INTENDED FOR USE BY METROLINK
2. FOR OFFSITE & TRACK STORM DRAIN IMPROVEMENTS SEE TRACK GRADING AND DRAINAGE PLANS
3. FOR SIGNAL IMPROVEMENTS SEE SIGNALS PLANS
4. FOR ROADWAYS SEE CIVIL PLANS
5. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
6. FOR WATER SERVICE IMPROVEMENTS SEE STATION WATER SERVICE PLANS
7. FOR FENCING IMPROVEMENTS SEE FENCING PLANS
8. FOR CONTROL JOINT AND EXPANSION JOINT SPACING SEE STRUCTURAL PLANS





REV.	DATE		BY	APP.
0	02-06-19	CONFORMED	TJ	SG

DESIGNED BY L. HERNANDEZ
DRAWN BY J.K. ANDRES
CHECKED BY A. SHAH
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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REGISTERED PROFESSIONAL ENGINEER
THOMAS B. JACQUES
No. C63769
Exp. 9-30-2020
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

DOWNTOWN REDLANDS STATION
LAYOUT PLAN
SHEET 1 OF 2

CONTRACT NO. 17-1001705
DRAWING NO. CS87101
REVISION | SHEET NO.
SCALE 1"=20'

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APN# 0169-281-19

APN# 0169-281-20

APN# 0169-281-43

APN# 0169-281-39

SEE SHEET CS87103 FOR DETAILS

SEE SHEET CS87104 FOR DETAILS

MATCHLINE SEE SHEET CS87101

ORANGE STREET

EX SBCTA R/W

SEE NOTE 4

SEE NOTE 3

DMU PLATFORM

510′

170′

IMPROVEMENT BY OTHERS

PROP EASEMENT

SEE SHEET EL87008 FOR DETAILS

	STA.	OFFSET	DESCRIPTION	ELEV
1	515+34.98	10.00′ LT	WALKWAY	1356.30 FS
2	515+43.46	21.95′ LT	WALKWAY	1356.79 FS
3	515+34.97	15.94 LT	WALKWAY	1356.68 FS

GENERAL NOTES:

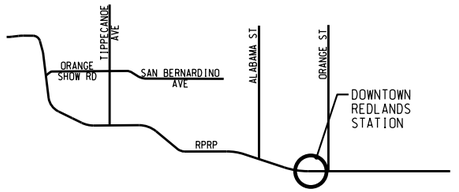
1. DMU PLATFORM INTENDED FOR USE BY THE ARROW
2. FOR OFFSITE & TRACK STORM DRAIN IMPROVEMENTS SEE TRACK GRADING AND DRAINAGE PLANS
3. FOR SIGNAL IMPROVEMENTS SEE SIGNALS PLANS
4. FOR ROADWAYS SEE CIVIL PLANS
5. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
6. FOR COMMUNICATIONS UTILITIES, SEE COMMUNICATIONS PLANS
7. FOR WATERLINE IMPROVEMENTS SEE STATION WATERLINE PLANS
8. FOR CONTROL JOINT AND EXPANSION JOINT SPACING SEE STRUCTURAL PLANS

LEGEND

PLATFORM

CONCRETE WALKWAY

SHEET OUTLINE



N

20 0 20 40

SCALE: 1″=20′

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY L. HERNANDEZ
DRAWN BY J.K. ANDRES
CHECKED BY A. SHAH
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
THOMAS B. JACQUES
No. C63769
EXP. 9-30-2020
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

DOWNTOWN REDLANDS
LAYOUT PLAN
SHEET 2 OF 2

CONTRACT NO. 17-1001705
DRAWING NO. CS87102
REVISION | SHEET NO.
SCALE 1″=20′

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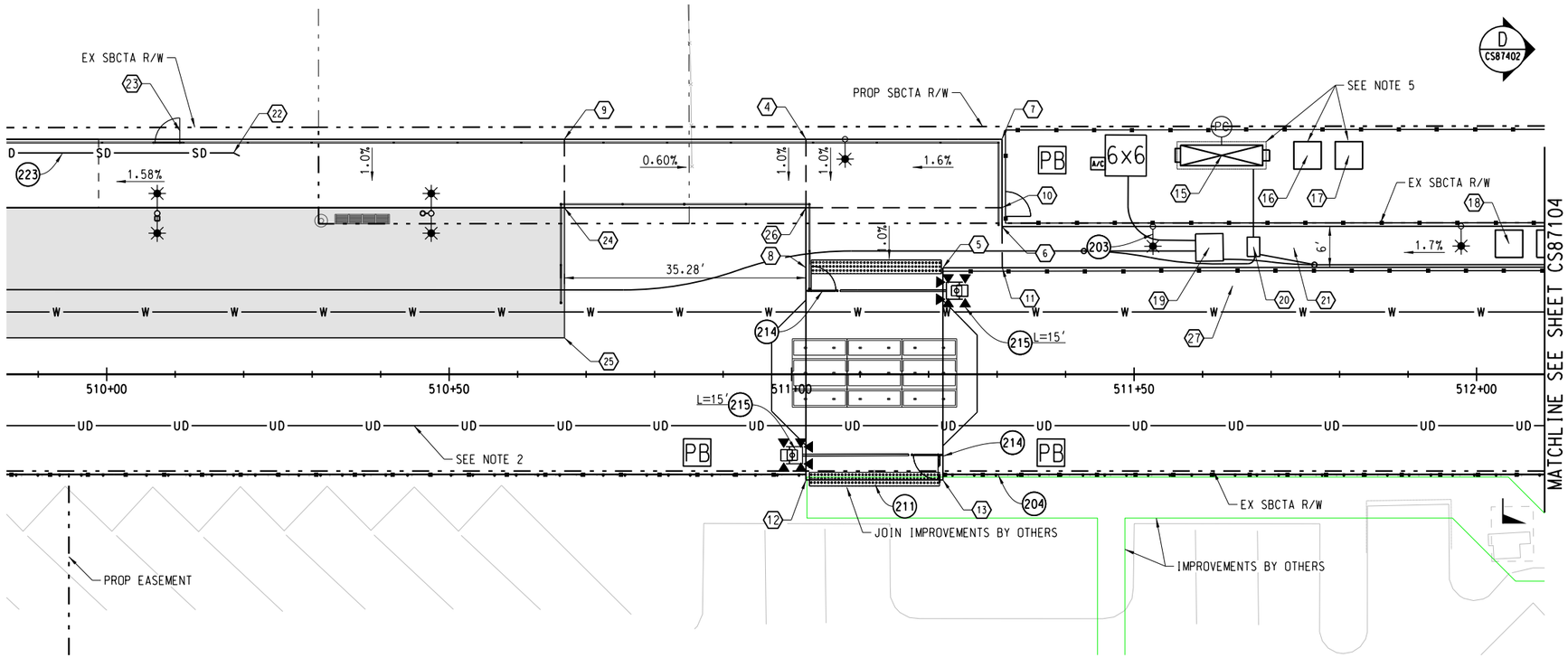


	STA.	OFFSET	DESCRIPTION	ELEV
4	511+02.10	34.31 LT	WALKWAY	1349.46 FS
5	511+22.10	15.56 LT	WALKWAY	1349.59 FS
6	511+30.72	21.57 LT	WALKWAY	1349.80 FS
7	511+30.72	34.31 LT	WALKWAY	1349.93 FS
8	511+02.10	15.56 LT	WALKWAY	1349.27 FS
9	510+66.82	34.31 LT	WALKWAY	1349.67 FS
10	511+30.72	24.33 LT	WALKWAY	1349.83 FS
11	511+19.83	15.57 LT	WALKWAY	1349.74 FS
12	511+02.10	15.44 RT	WALKWAY	1349.27 FS
13	511+22.10	15.44 RT	WALKWAY	1379.59 FS
15	511+62.78	31.97 LT	UTILITY	1350.29 FS
16	511+75.33	31.97 LT	UTILITY	1350.49 FS
17	511+81.37	31.97 LT	UTILITY	1350.52 FS
18	511+04.75	19.06 LT	* UTILITY	1351.03 FS
19	511+60.97	18.50 LT	* UTILITY	1350.29 FS
20	511+67.34	18.62 LT	* UTILITY	1350.38 FS
21	511+73.12	18.49 LT	* UTILITY	1350.49 FS
22	510+18.52	32.33 LT	STORMDRAIN	1343.80 INV
23	510+10.68	35.55 LT	GATE	1347.58 FS
24	510+66.82	24.33 LT	PLATFORM	1349.57 FS
25	510+66.82	5.33 LT	WALKWAY/PLATFORM	1349.38 FS
26	511+02.10	24.33 LT	WALKWAY	1349.36 FS
27	511+64.40	12.56 LT	WALKWAY	1350.20 FS

* FLUSH TO SIDEWALK

CONSTRUCTION NOTES:

(203) LIGHTING - SEE ELECTRICAL

(204) RETAINING WALL - SEE STRUCTURAL PLANS

(211) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME PER SCRRA ES3203)

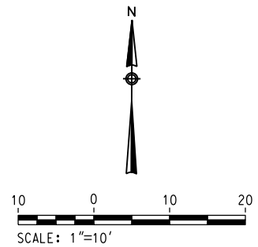
(214) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD 4002, LAYOUT PER PLAN

(215) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN

(223) CONST. 8" PLASTIC STORM DRAIN

GENERAL NOTES:

1. DMU PLATFORM INTENDED FOR USE BY RPRP
2. FOR TRACK & OFFSITE STORM DRAIN IMPROVEMENTS SEE TRACK GRADING AND DRAINAGE PLANS
3. FOR SIGNAL IMPROVEMENTS SEE SIGNALS PLANS
4. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
5. FOR COMMUNICATIONS UTILITIES SEE COMMUNICATIONS PLANS



REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY L. HERNANDEZ
DRAWN BY J.K. ANDRES
CHECKED BY A. SHAH
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
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(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
THOMAS B. JACQUES
No. C63769
Exp. 9-30-2020
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

DOWNTOWN REDLANDS
SITE PLAN
SHEET 1 OF 2

CONTRACT NO. 17-1001705
DRAWING NO. CS87103
REVISION | SHEET NO.
SCALE 1"=10'

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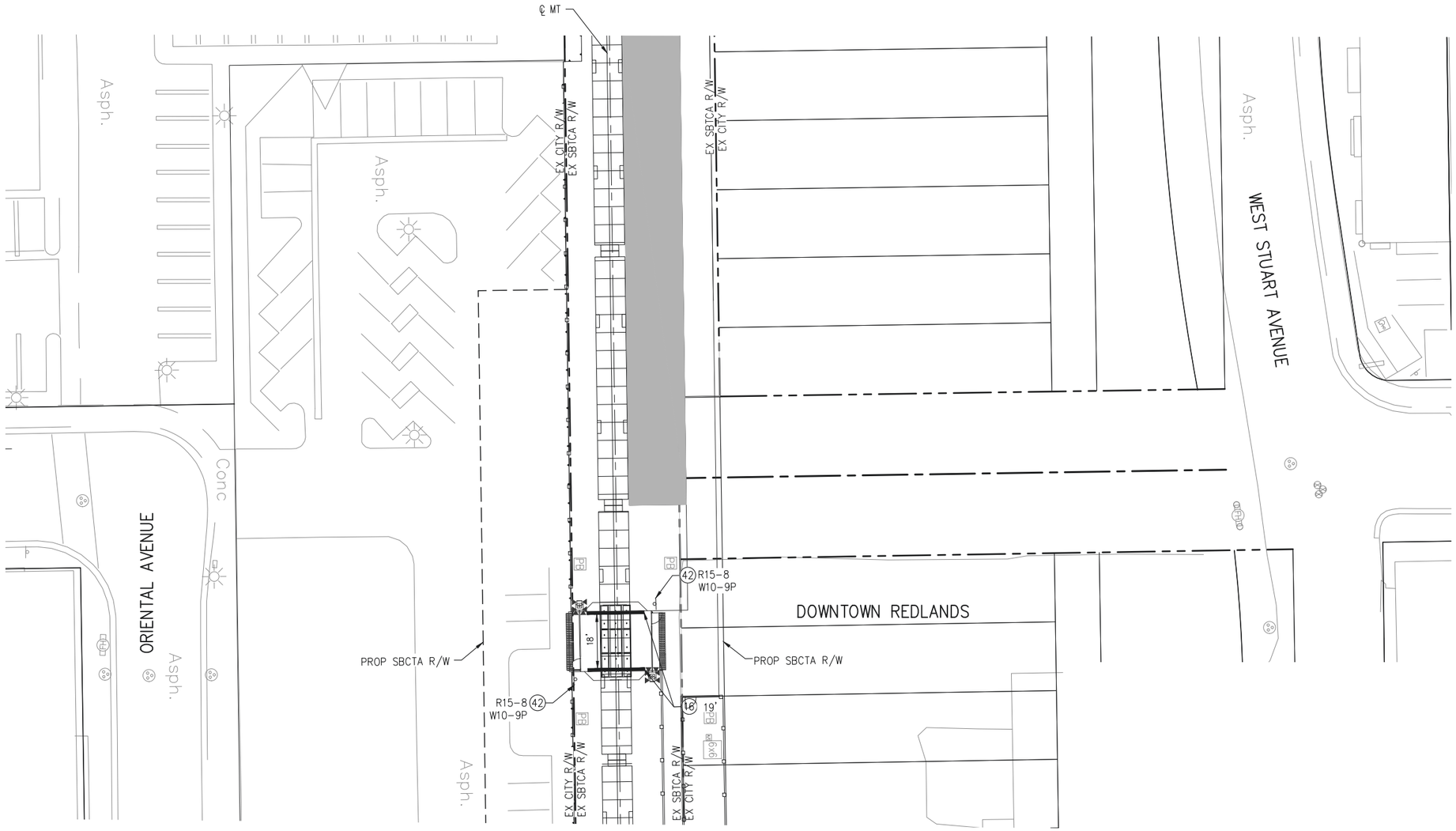
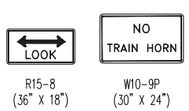


SIGNAGE REFERENCES:



R15-8 (36" X 18") W10-9P (30" X 24")

CONSTRUCTION NOTES:

(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N

20 0 20 40

SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	BS		CL

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 2-6-2019

San Bernardino County Transportation Authority

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STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER — NICHOLAS M. MINICILLI — NO. 74667 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
DOWNTOWN REDLANDS PEDESTRIAN CROSSING
MP 65.51 (8.83) SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR87501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

02/6/2019 2:48 PM brandon schlueter
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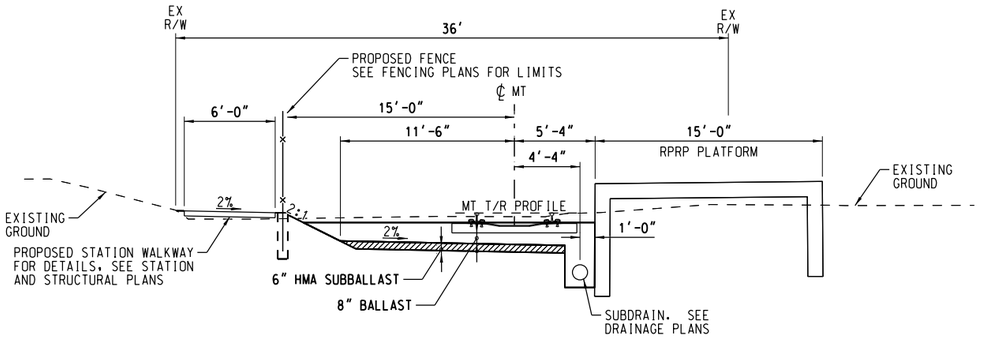

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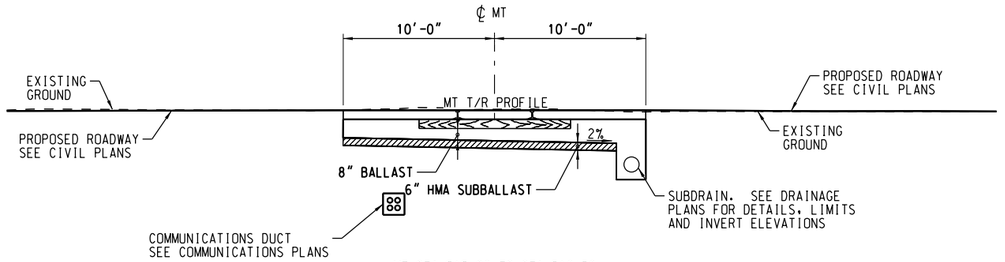

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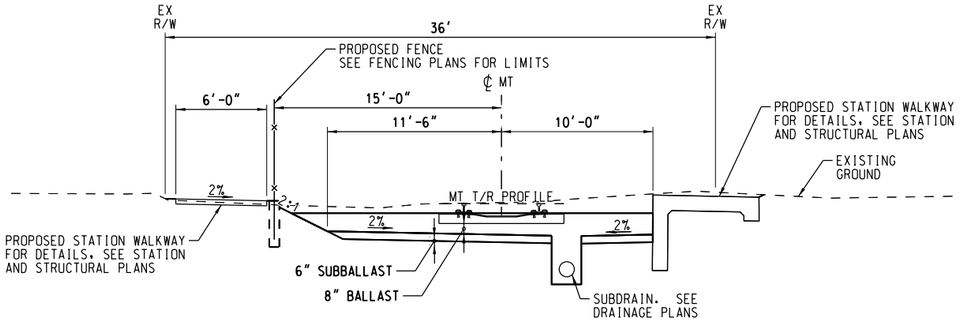

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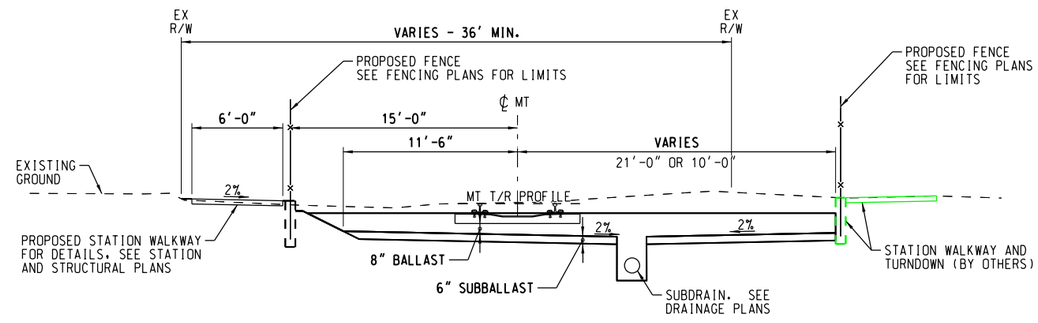

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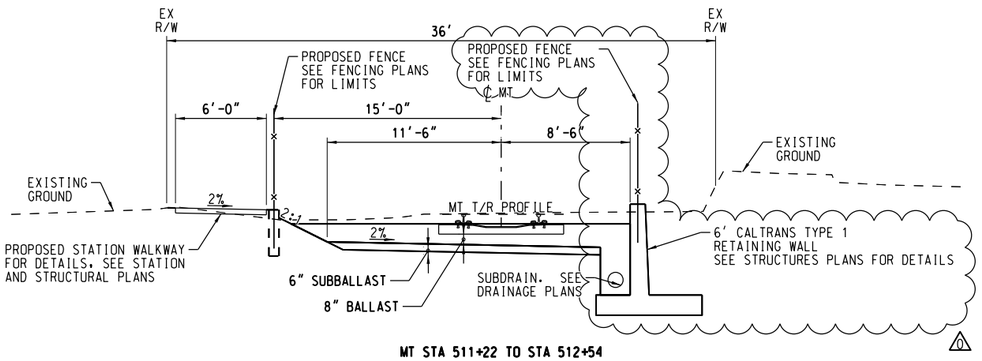

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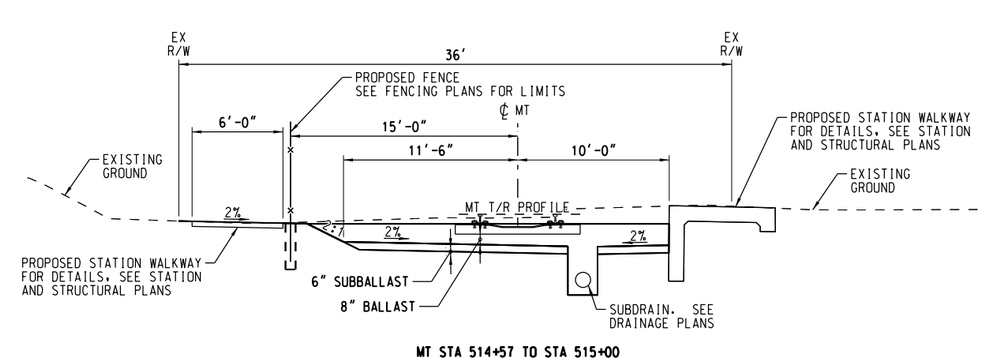

MT STA 514+57 TO STA 515+00

NOTE:

1. SEE DRAWING RR00301 FOR ROADBED WIDENING ON CURVES.
2. SUBBALLAST TRANSITION TO OCCUR OVER 25 FEET.

REV.	DATE		BY	SUB.	APP.
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY MIHALOVICH/BROWN
DRAWN BY J. BROWN
CHECKED BY B. RYAN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER JASON W. BROWN No. C84914 Exp. 3-31-20 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

TRACK TYPICAL SECTIONS
MT STA 511+22 TO STA 516+39

CONTRACT NO. 17-1001705
DRAWING NO. RR00332
REVISION | SHEET NO.
SCALE NTS

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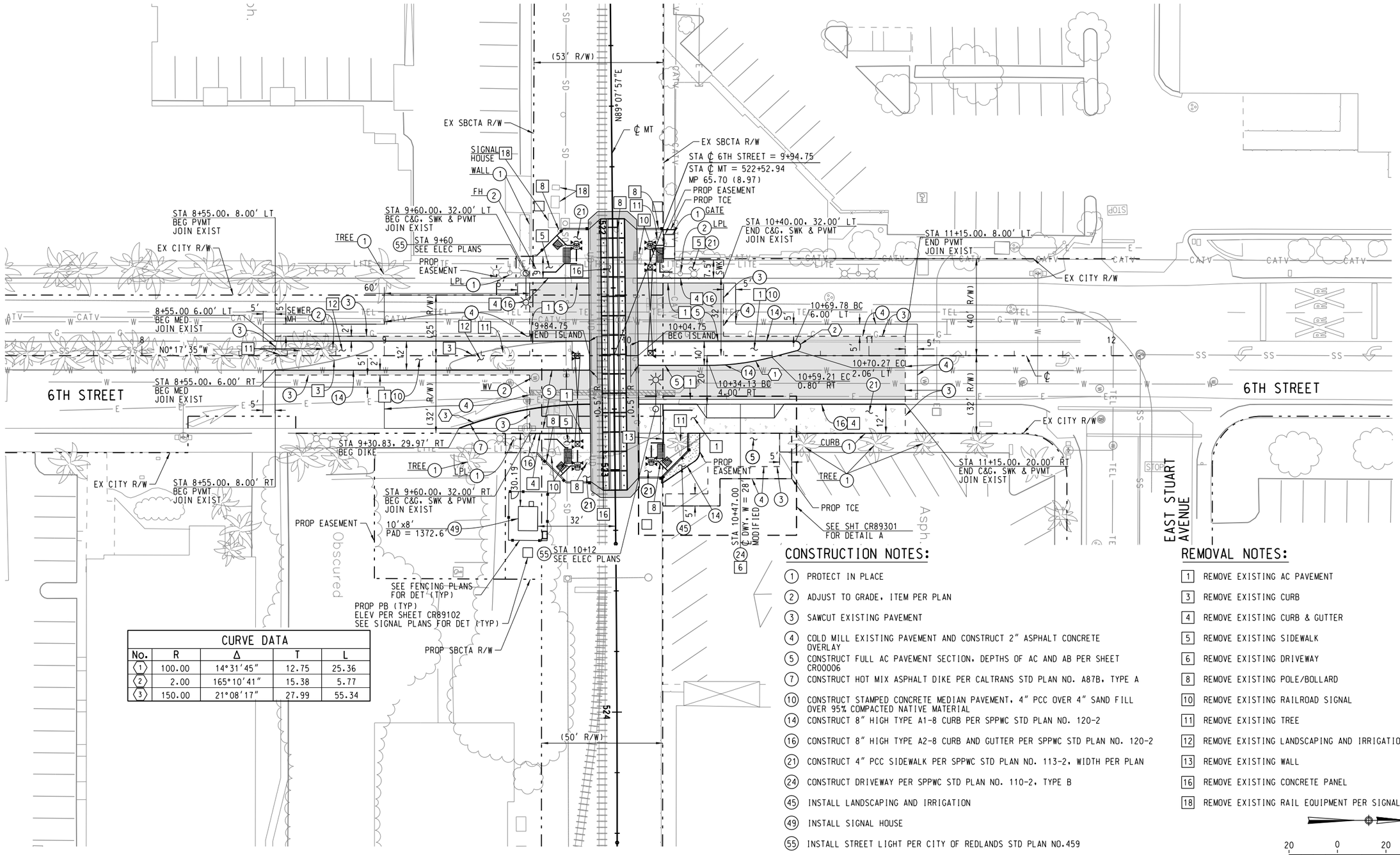

CURVE DATA				
No.	R	Δ	T	L
1	100.00	14°31'45"	12.75	25.36
2	2.00	165°10'41"	15.38	5.77
3	150.00	21°08'17"	27.99	55.34

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
7. CONSTRUCT HOT MIX ASPHALT DIKE PER CALTRANS STD PLAN NO. A87B, TYPE A
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
45. INSTALL LANDSCAPING AND IRRIGATION
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER CITY OF REDLANDS STD PLAN NO.459

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
13. REMOVE EXISTING WALL
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

N

20 0 20 40

SCALE: 1"=20'

DOT 027245U, CPUC 101 SG-65.70

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET – MP 65.70 (8.97)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR89101
REVISION | SHEET NO.
SCALE 1"=20'

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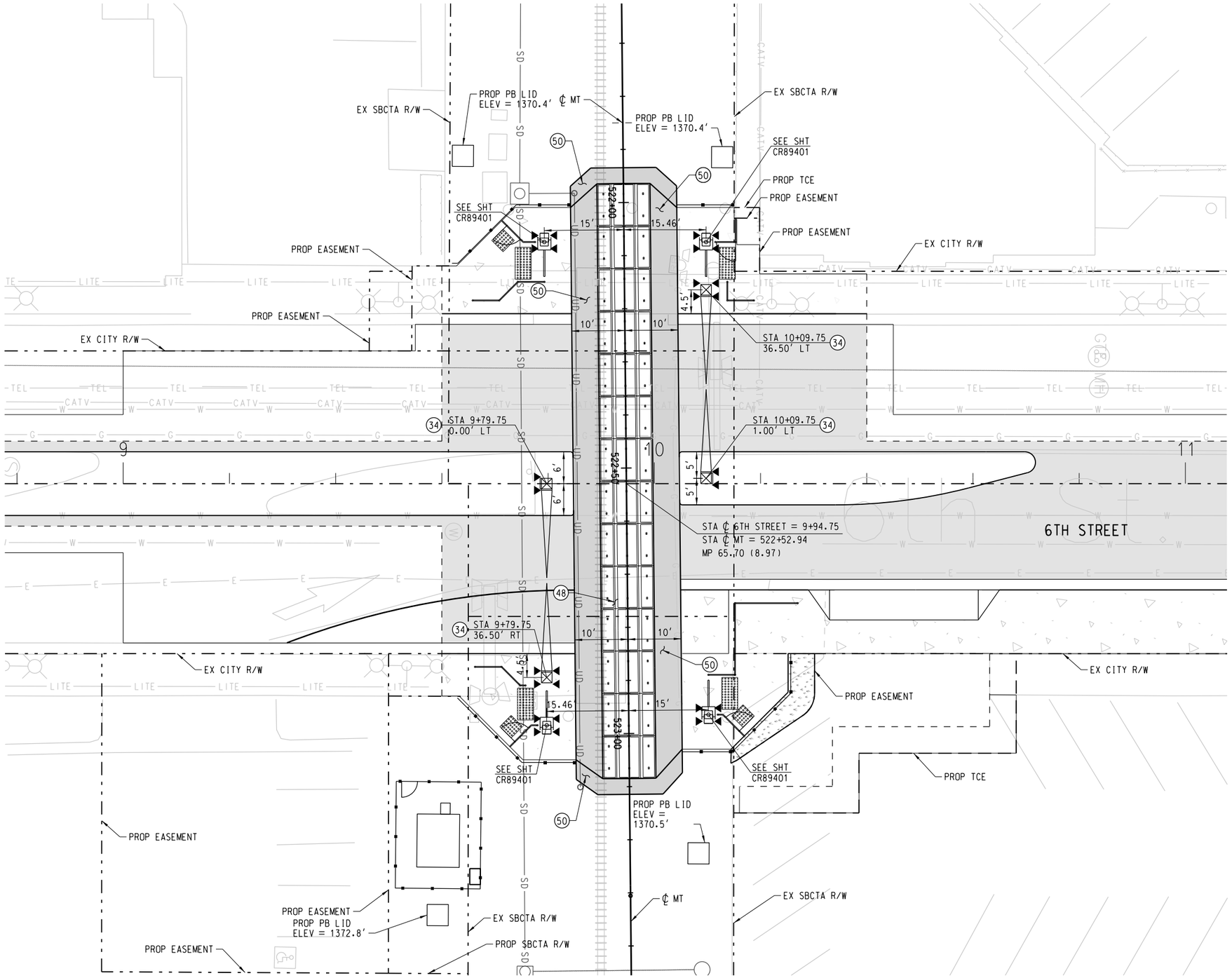

CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300
(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS
(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

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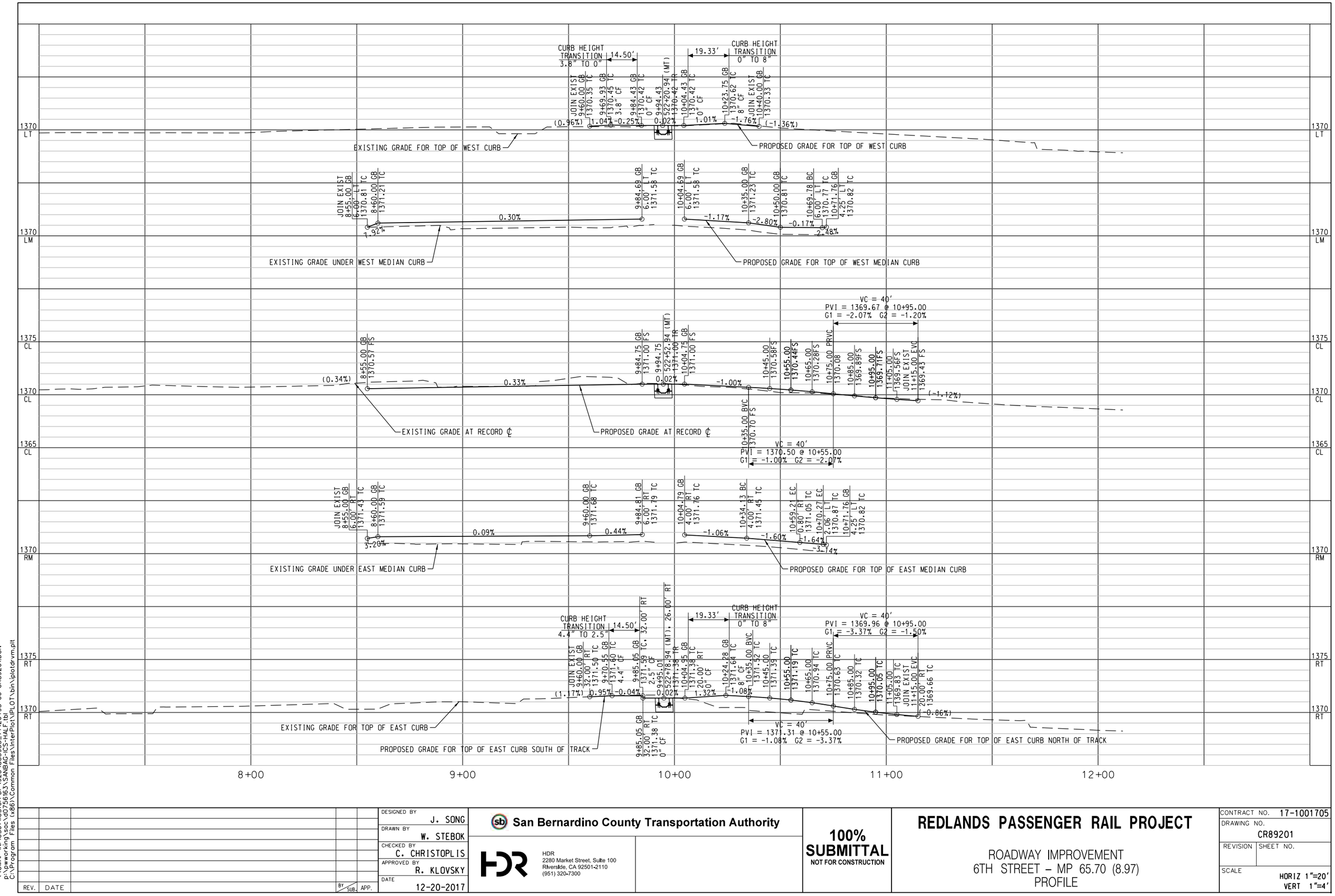
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET – MP 65.70 (8.97)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR89102
REVISION | SHEET NO.
SCALE 1"=10'



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REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET – MP 65.70 (8.97)
PROFILE

CONTRACT NO. 17-1001705
DRAWING NO. CR89201
REVISION | SHEET NO.
SCALE HORIZ 1"=20'
VERT 1"=4'

CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

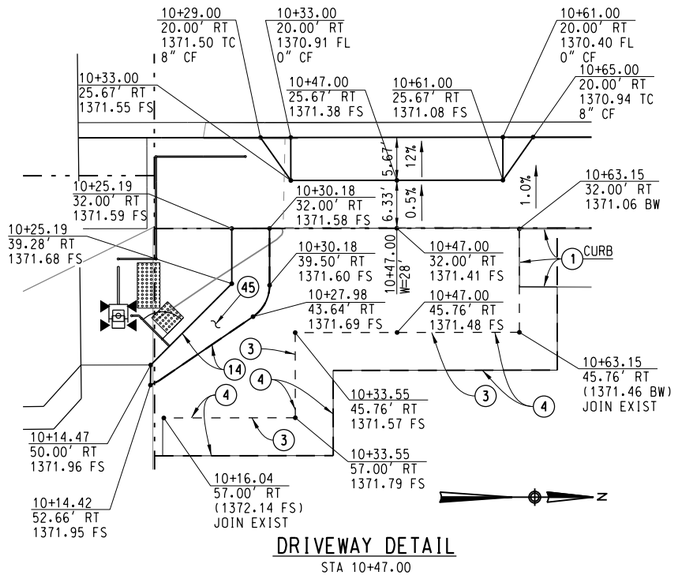
(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

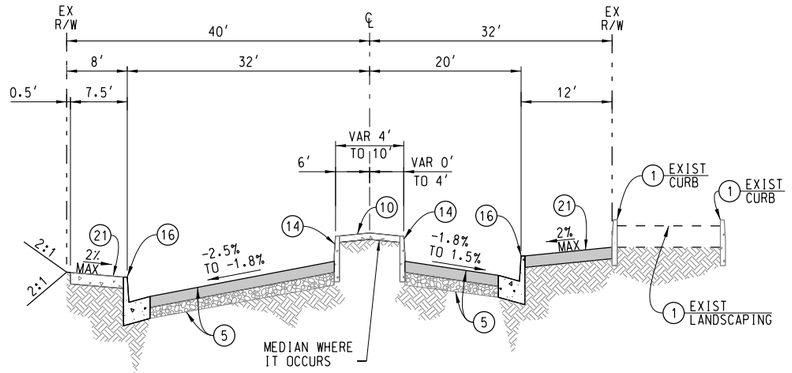
(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN

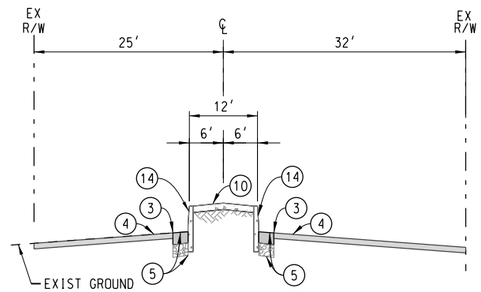
(45) INSTALL LANDSCAPING AND IRRIGATION



DRIVEWAY DETAIL
STA 10+47.00



6TH STREET
NORTH OF CROSSING
10+63.15 TO 11+15.00
NTS



6TH STREET
SOUTH OF CROSSING
8+55.00 TO 9+60.00
NTS

12/19/2017
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REV.	DATE	BY SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

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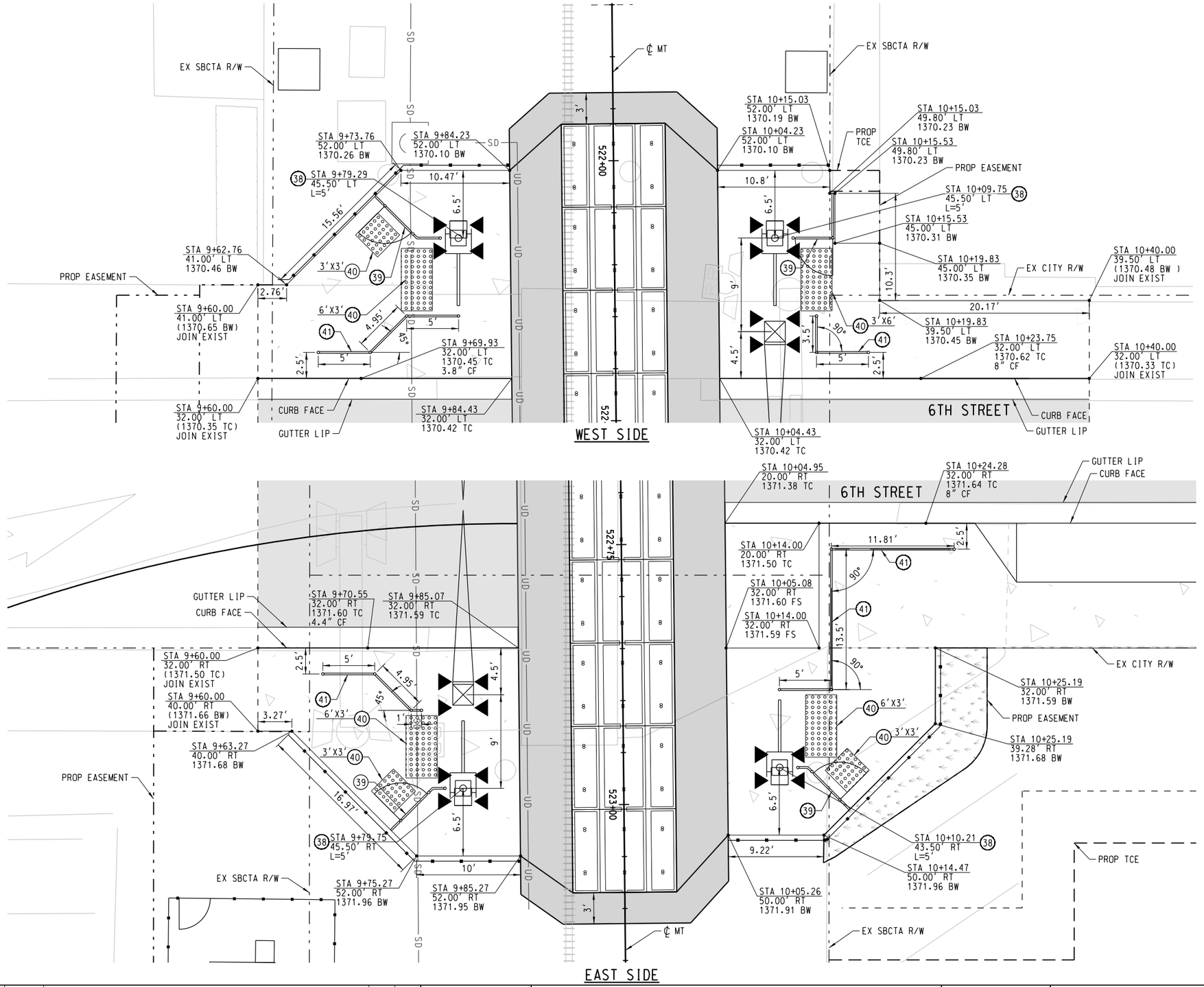
Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET – MP 65.70 (8.97)
TYPICAL SECTION & CONSTRUCTION DETAILS

CONTRACT NO.	17-1001705
DRAWING NO.	CR89301
REVISION	SHEET NO.
SCALE	1"=10'



CONSTRUCTION NOTES:

(38) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN
(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET – MP 65.70 (8.97)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR89401
REVISION | SHEET NO.
SCALE 1"=5'

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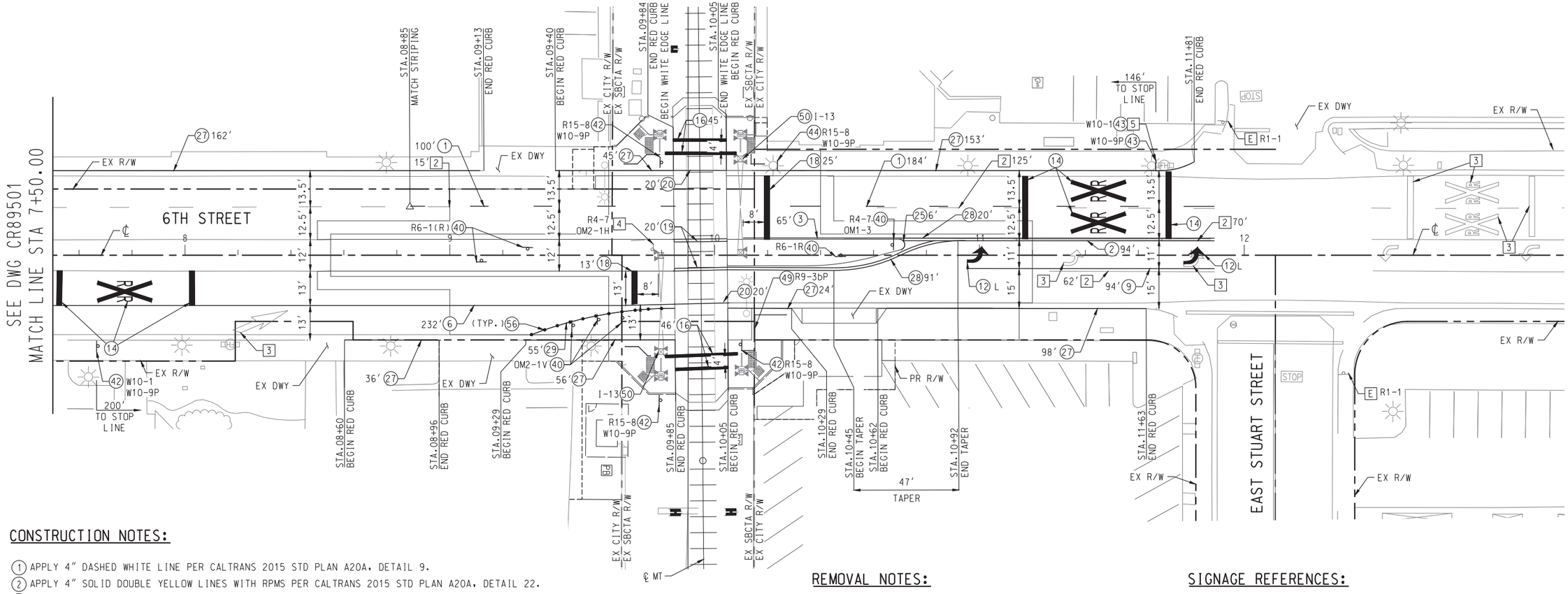


CONSTRUCTION NOTES:

(1) APPLY 4" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
(2) APPLY 4" SOLID DOUBLE YELLOW LINES WITH RPMS PER CALTRANS 2015 STD PLAN A20A, DETAIL 22.
(3) APPLY 4" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(6) APPLY 4" SOLID WHITE EDGE LINE PER CALTRANS 2015 STD PLAN A20B, DETAIL 27B.
(9) APPLY 8" WHITE CHANNELIZING LINE WITH REFLECTIVE AND RPMS PER CALTRANS 2015 STD PLAN A20D, DETAIL 38.
(12) APPLY THERMOPLASTIC TYPE IV ARROW AS NOTED ON PLAN PER CALTRANS 2015 STD PLAN A24A.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 4" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 4" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
(27) PAINT CURB RED.
(28) APPLY 4" DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
(29) PAINT AC DIKE WHITE.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(43) INSTALL SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(44) INSTALL SIGN ON STREET LIGHT POLE AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(49) INSTALL SIGN ON FENCE A NOTED ON PLAN.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.
(56) INSTALL WHITE CLASS 1 FLEXIBLE POST DELINEATORS AT 5' OC PER CALTRANS 2015 STD PLAN A73C.

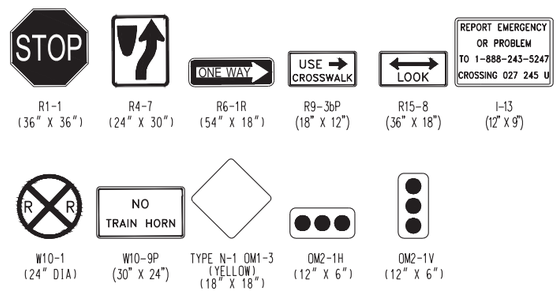
REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING.
[3] REMOVE EXISTING PAVEMENT MARKING.
[4] REMOVE EXISTING SIGN AND POST.
[5] REMOVE EXISTING SIGN FROM POLE.
[E] EXISTING TO REMAIN.

GENERAL NOTES:

6TH STREET POSTED SPEED LIMIT 35 MPH.

SIGNAGE REFERENCES:



SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET - MP 65.70 (8.97)
SIGNING AND STRIPING (SHEET 1 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR89501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

12/20/2017 2:48 PM christian lamborth
s:\projects\hdr\0398_redlands passenger rail design project\07_engineering\cadd\dlv\26495-06-cr89501.dwg
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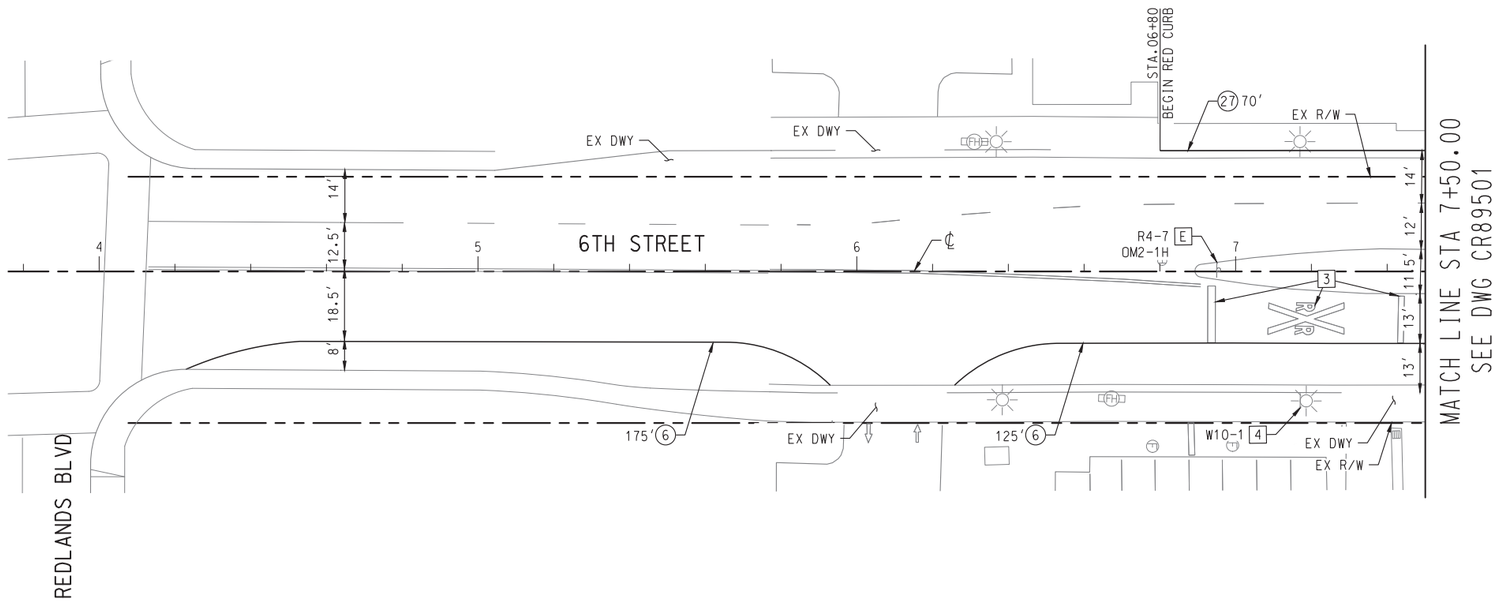


CONSTRUCTION NOTES:

(6) APPLY 4" SOLID WHITE EDGE LINE PER CALTRANS 2015 STD PLAN A20B, DETAIL 27B.
(27) PAINT CURB RED.

REMOVAL NOTES:

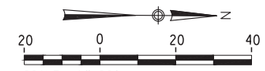
[3] REMOVE EXISTING PAVEMENT MARKING.
[4] REMOVE EXISTING SIGN AND POST.
[E] EXISTING TO REMAIN.

SIGNAGE REFERENCES:

GENERAL NOTES:

6TH STREET POSTED SPEED LIMIT 35 MPH.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS



REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

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PH: 760-602-4290
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APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET - MP 65.70 (8.97)
SIGNING AND STRIPING (SHEET 2 OF 2)

CONTRACT NO. C15-1001093
DRAWING NO. CR89502
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

12/20/2017 2:48 PM brandon schlueter
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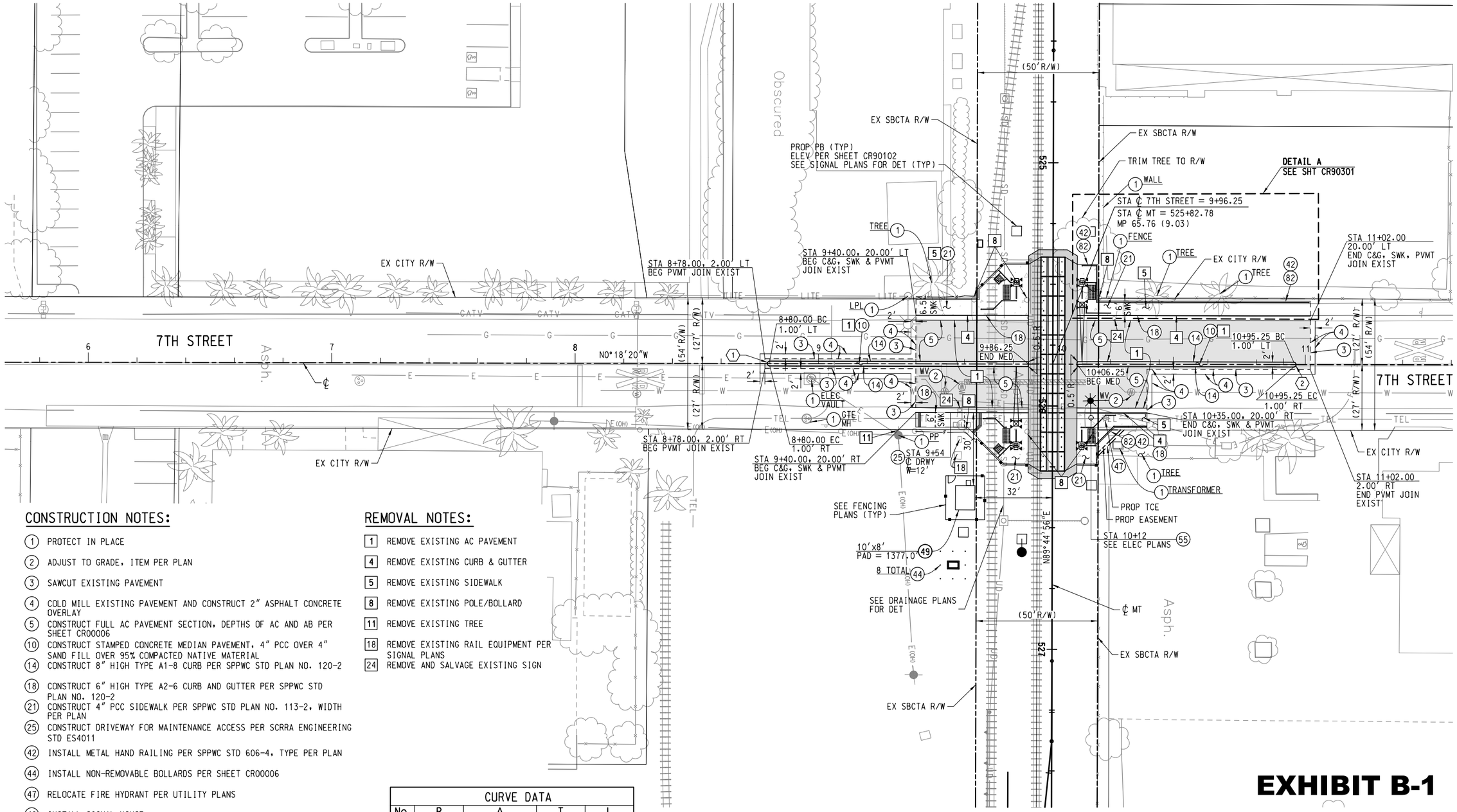

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
18. CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
42. INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
47. RELOCATE FIRE HYDRANT PER UTILITY PLANS
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER CITY OF REDLANDS STD PLAN NO.459
82. INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
8. REMOVE EXISTING POLE/BOLLARD
11. REMOVE EXISTING TREE
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

CURVE DATA				
No.	R	Δ	T	L
1	1.00	179°41'40"	374.87	3.14
2	1.00	179°41'40"	374.87	3.14

EXHIBIT B-1

N

20 0 20 40

SCALE: 1"=20'

DDT 027246B, CPUC 101 SG-65.76

$USER$
$TIME$
$DATE$
$FILE$
$SETUP$
$PLTDRVL$

REV.	DATE		BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

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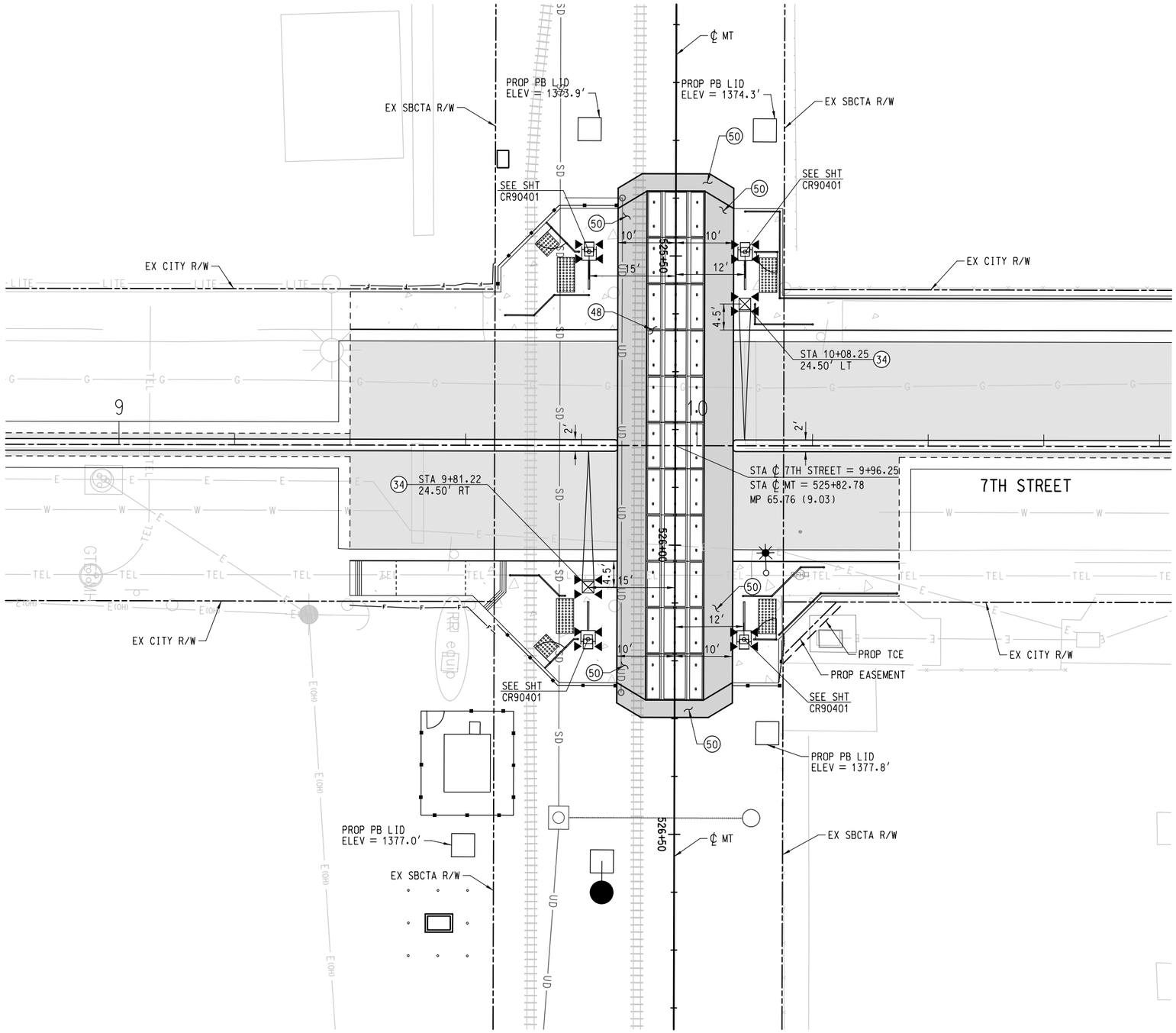
REDLANDS PASSENGER RAIL PROJECT

STREET IMPROVEMENT
7TH STREET – MP 65.76 (9.03)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR90101
REVISION | SHEET NO.
SCALE 1"=20'



CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300

(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS

(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE

EXHIBIT C-1

N

10 0 10 20

SCALE: 1″=10′

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$TIME$
$DATE$
$FILE$
$SCRNWDLL$
$PLTDRVL$

REV.	DATE		BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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REDLANDS PASSENGER RAIL PROJECT

STREET IMPROVEMENT
7TH STREET – MP 65.76 (9.03)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR90102
REVISION | SHEET NO.
SCALE 1″=10′

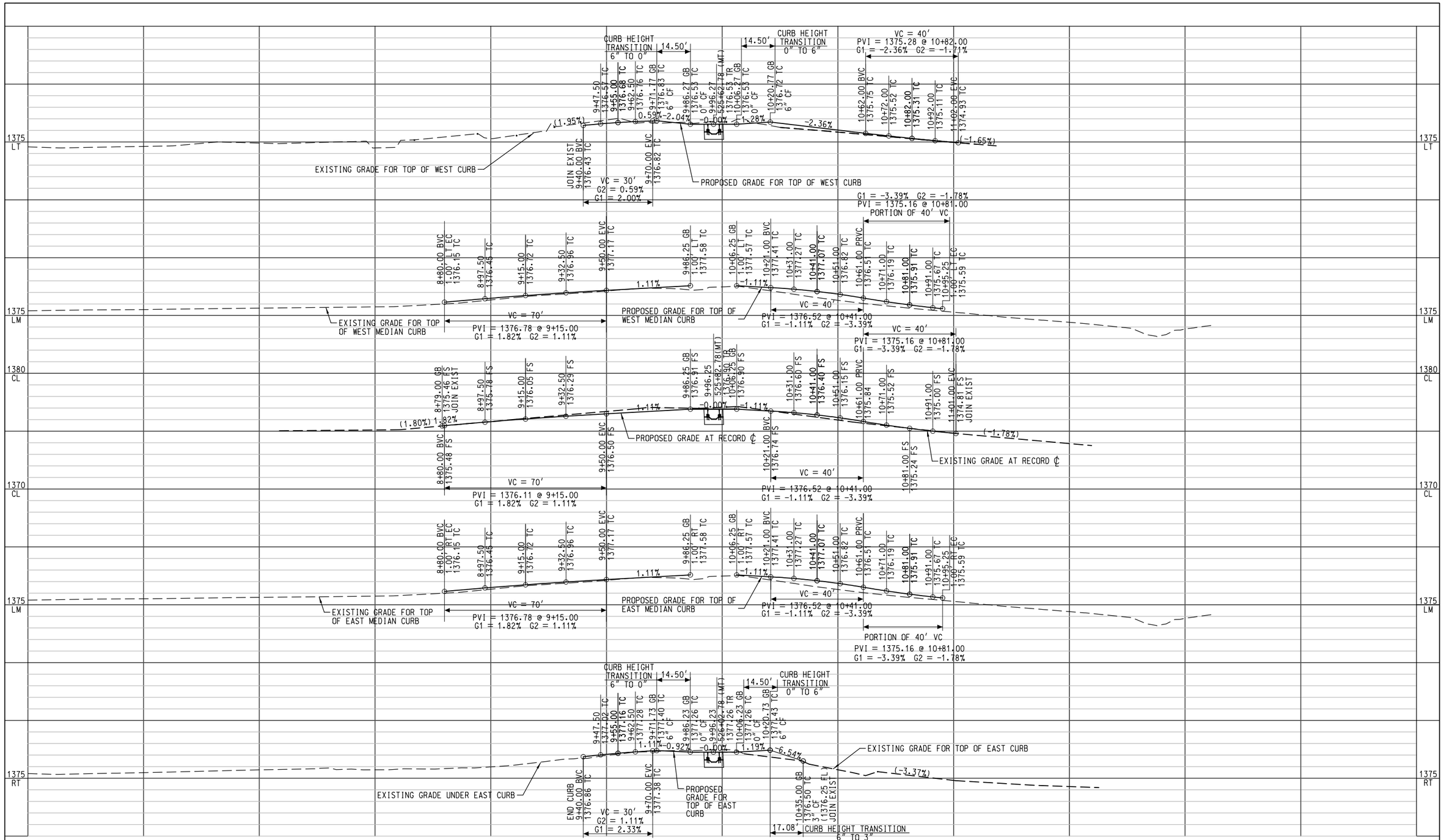

EXHIBIT D

$USER$
$TIME$
$DATE$
$FILE1$
$FILE2$
$PLTDRVL$

REV.	DATE		BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
7TH STREET – MP 65.76 (9.03)
PROFILE

CONTRACT NO. 17-1001705
DRAWING NO. CR90201
REVISION | SHEET NO.
SCALE HORIZ 1"=20'
VERT 1"=4'

CONSTRUCTION NOTES:

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00005

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

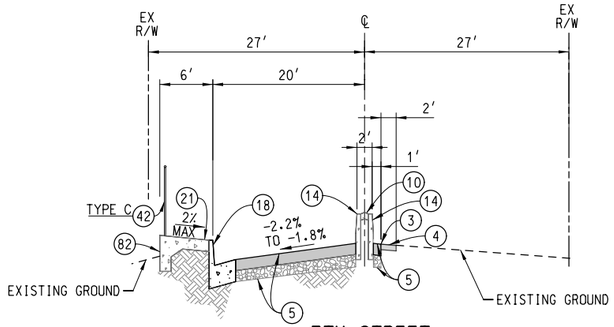
(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(18) CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

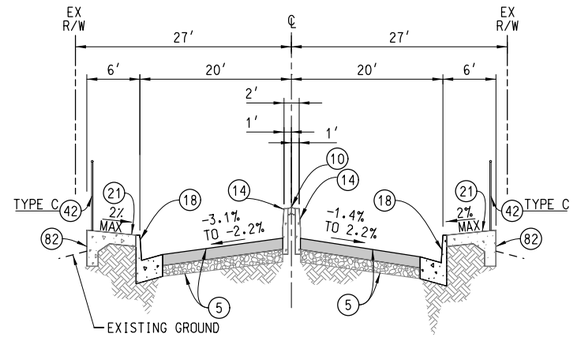
(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN

(42) INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN

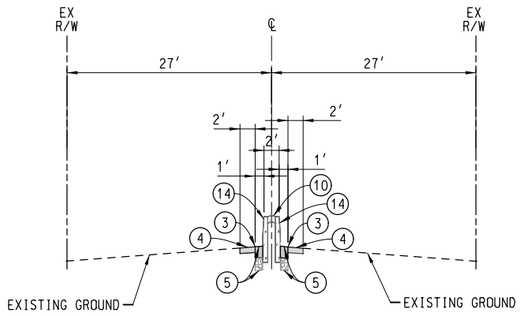
(82) INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006



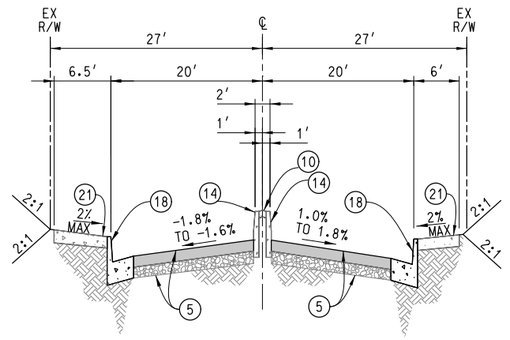
7TH STREET
NORTH OF CROSSING
10+35.00 TO 10+95.25
NTS



7TH STREET
NORTH OF CROSSING
10+06.25 TO 10+35.00
NTS



7TH STREET
SOUTH OF CROSSING
8+76.00 TO 9+40.00
NTS



7TH STREET
SOUTH OF CROSSING
NTS

EXHIBIT E

$USER$
$TIME$
$DATE$
$FILE1$
$FILE2$
$PLTDRVL$

REV.	DATE		BY	SUB.	APP.

DESIGNED BY: J. SONG
DRAWN BY: W. STEBOK
CHECKED BY: C. CHRISTOPLIS
APPROVED BY: R. KLOVSKY
DATE: 12-20-2017

San Bernardino County Transportation Authority

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(951) 320-7300

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REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
7TH STREET – MP 65.76 (9.03)
TYPICAL SECTIONS

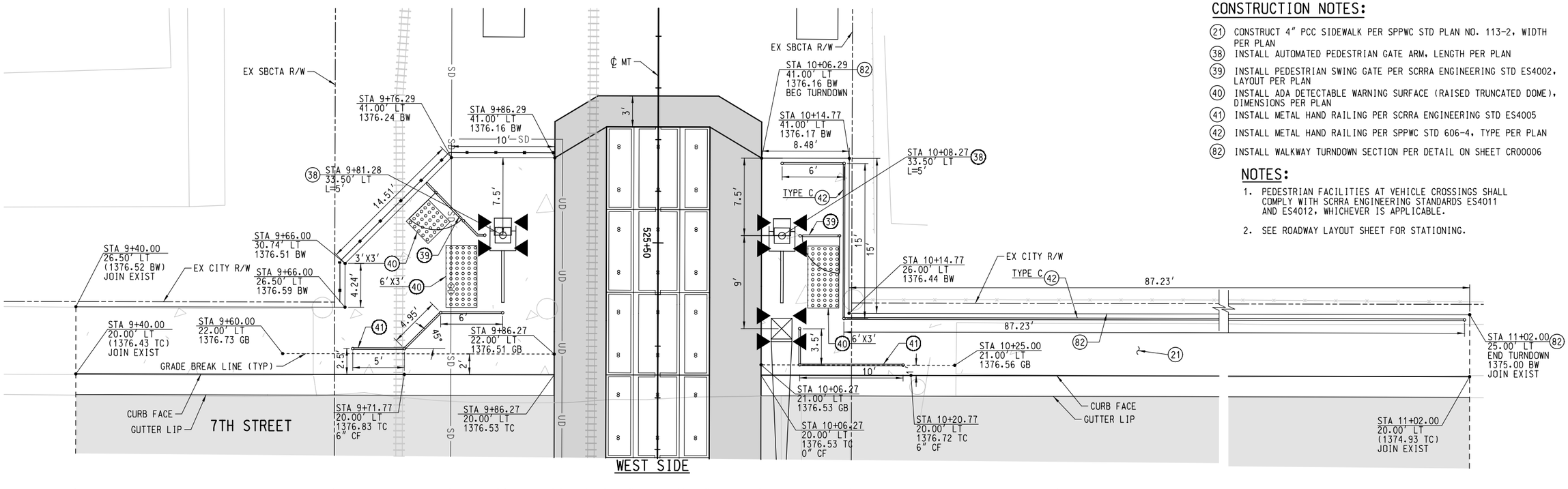
CONTRACT NO. 17-1001705
DRAWING NO. CR90301
REVISION | SHEET NO.
SCALE 1"=10'

CONSTRUCTION NOTES:

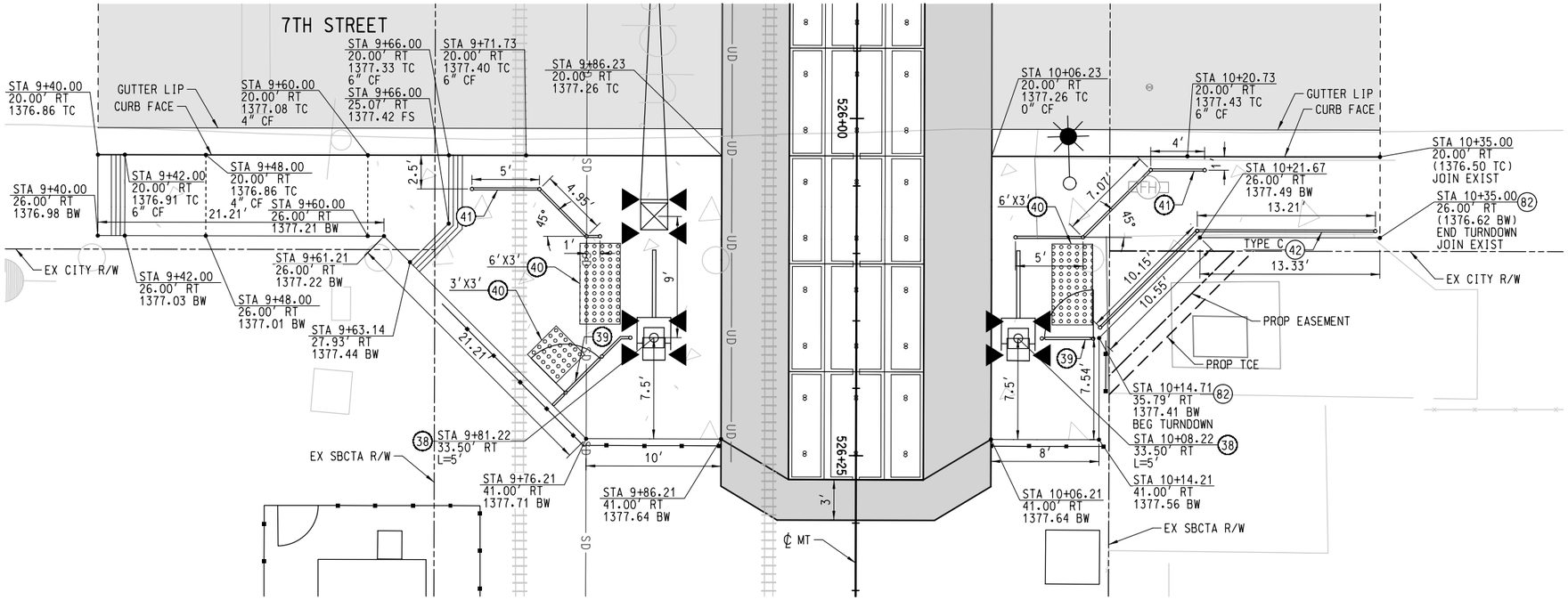
(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
(38) INSTALL AUTOMATED PEDESTRIAN GATE ARM, LENGTH PER PLAN
(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN
(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005
(42) INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN
(82) INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.



WEST SIDE



EAST SIDE

EXHIBIT C-2

SCALE: 1"=5'-0"

REV.	DATE		BY	SUB.	APP.		

DESIGNED BY: J. SONG
DRAWN BY: W. STEBOK
CHECKED BY: C. CHRISTOPLIS
APPROVED BY: R. KLOVSKY
DATE: 12-20-2017

San Bernardino County Transportation Authority

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NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

STREET IMPROVEMENT
7TH STREET – MP 65.76 (9.03)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR90401
REVISION | SHEET NO.
SCALE 1"=5'

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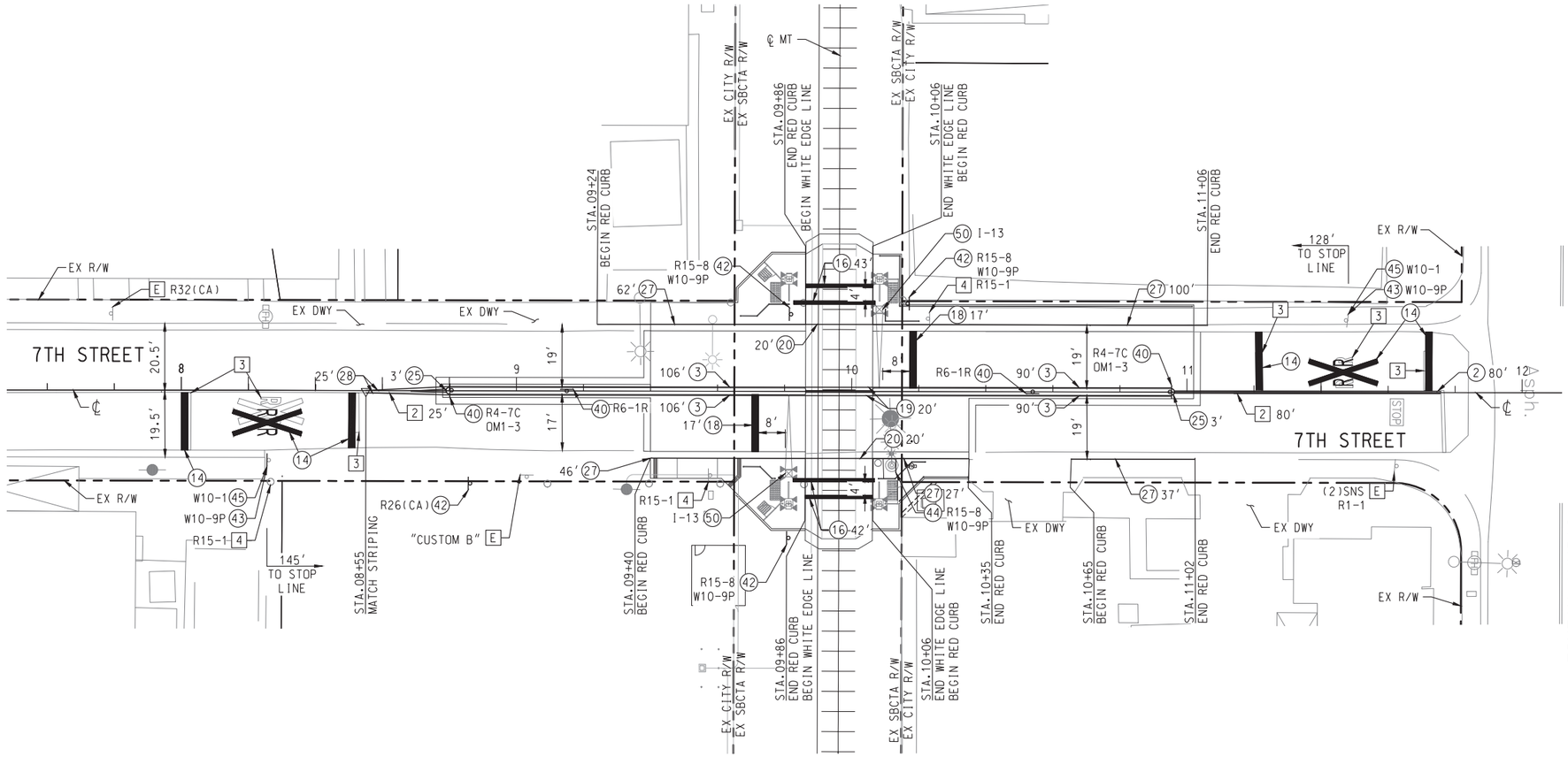
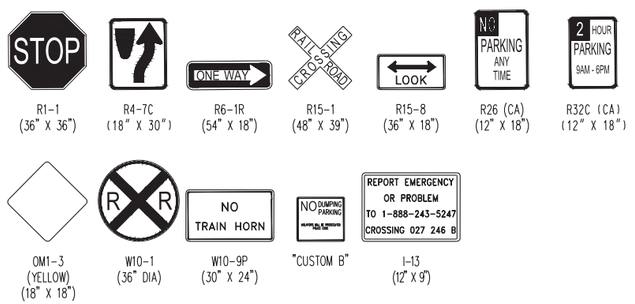
$TIME$
$DATE$
$FILE$
$REVISION$
$PLTDRVL$



SIGNAGE REFERENCES:



R1-1 (36" X 36")
R4-7C (18" X 30")
R6-1R (54" X 18")
R15-1 (48" X 39")
R15-8 (36" X 18")
R26 (CA) (12" X 18")
R32C (CA) (12" X 18")
OM1-3 (YELLOW) (18" X 18")
W10-1 (36" DIA)
W10-9P (30" X 24")
"CUSTOM B"
I-13 (12" X 9")

CONSTRUCTION NOTES:

(2) APPLY 6" SOLID DOUBLE YELLOW LINES WITH RPMS PER CALTRANS 2015 STD PLAN A20A, DETAIL 22.
(3) APPLY 6" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 4" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 6" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
(27) PAINT CURB RED.
(28) APPLY 6" DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(43) INSTALL SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(44) INSTALL SIGN ON STREET LIGHT POLE AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(45) REPLACE SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.

REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING.
[3] REMOVE EXISTING PAVEMENT MARKING.
[4] REMOVE EXISTING SIGN AND POST.
[E] EXISTING TO REMAIN.

GENERAL NOTES:

7TH STREET POSTED SPEED LIMIT 30 MPH.

EXHIBIT B-2

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N
20 0 20 40
SCALE: 1"=20'

REV.	DATE		BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

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5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
7TH STREET - MP 65.76 (9.03)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR90501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

12/20/2017 2:48 PM christian lamborth
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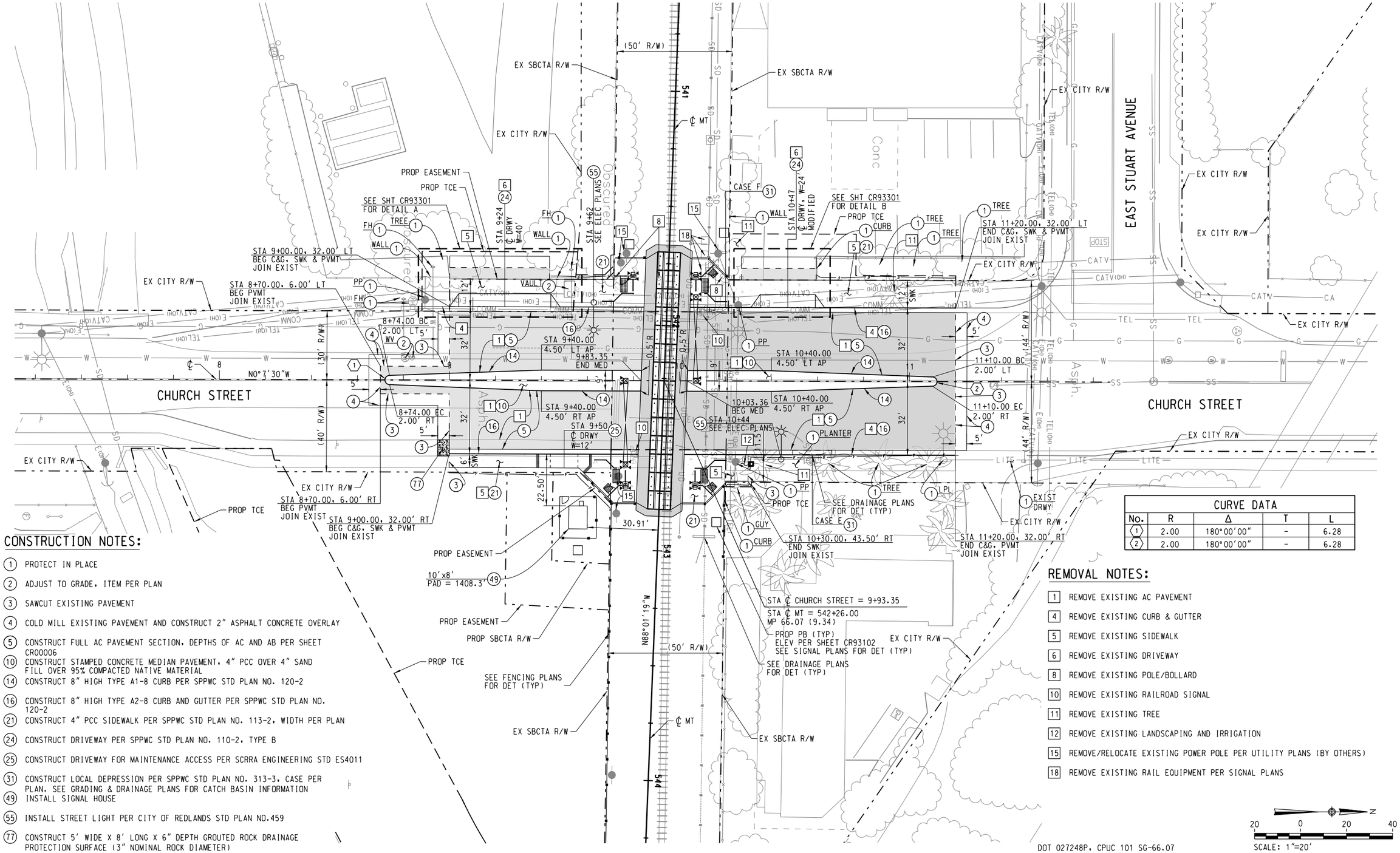

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER CITY OF REDLANDS STD PLAN NO.459
77. CONSTRUCT 5' WIDE X 8' LONG X 6" DEPTH GROUTED ROCK DRAINAGE PROTECTION SURFACE (3" NOMINAL ROCK DIAMETER)

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
15. REMOVE/RELOCATE EXISTING POWER POLE PER UTILITY PLANS (BY OTHERS)
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

DOT 027248P, CPUC 101 SG-66.07

SCALE: 1"=20'

REV.	DATE		BY SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET – MP 66.07 (9.34)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR93101
REVISION | SHEET NO.
SCALE 1"=20'

12/19/2017
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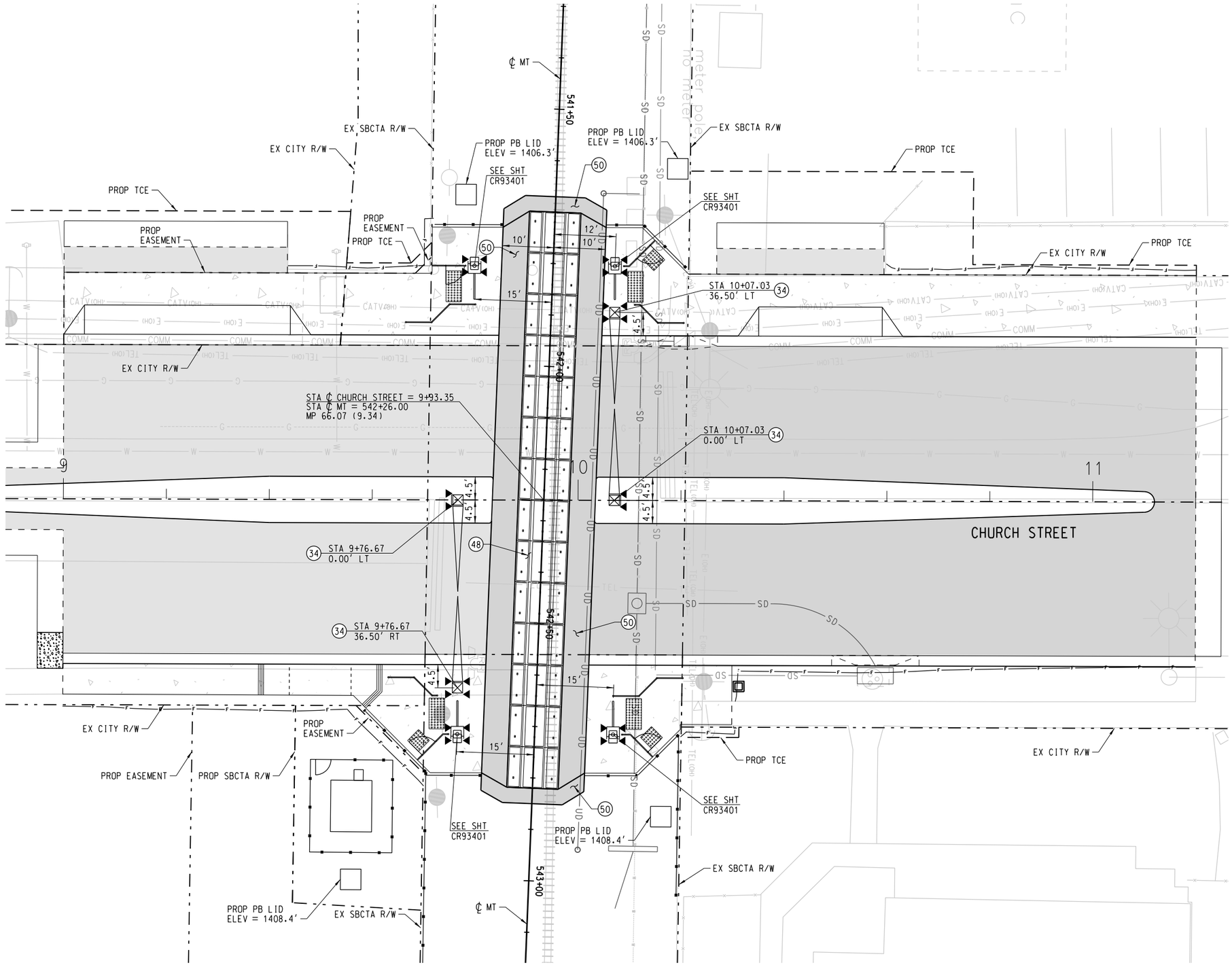

CONSTRUCTION NOTES:

(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300
(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS
(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTE:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.

N

10 0 10 20

SCALE: 1"=10'

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY W. STEBOK
CHECKED BY C. CHRISTOPLIS
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

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NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET – MP 66.07 (9.34)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR93102
REVISION | SHEET NO.
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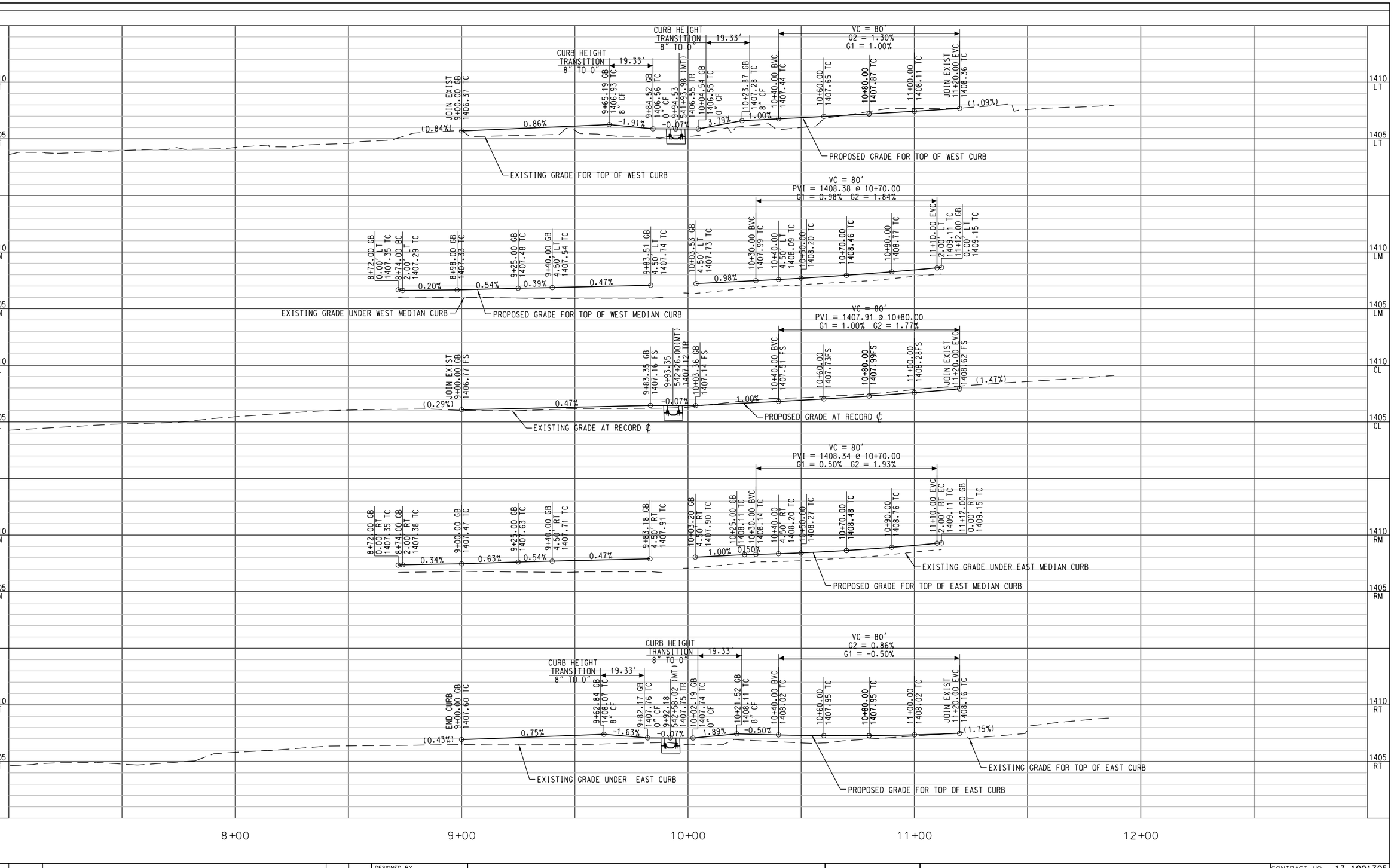

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET – MP 66.07 (9.34)
PROFILE

CONTRACT NO.	17-1001705
DRAWING NO.	CR93201
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'

CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(2) ADJUST TO GRADE, ITEM PER PLAN

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00005

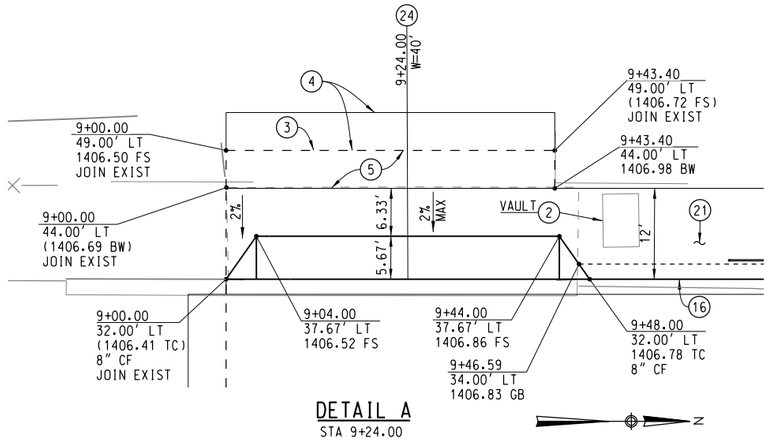
(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

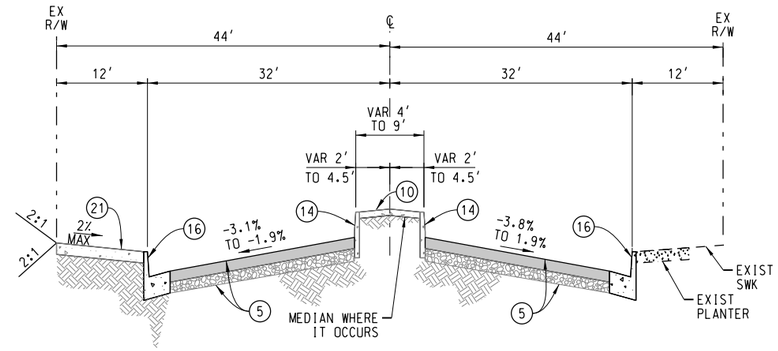
(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN

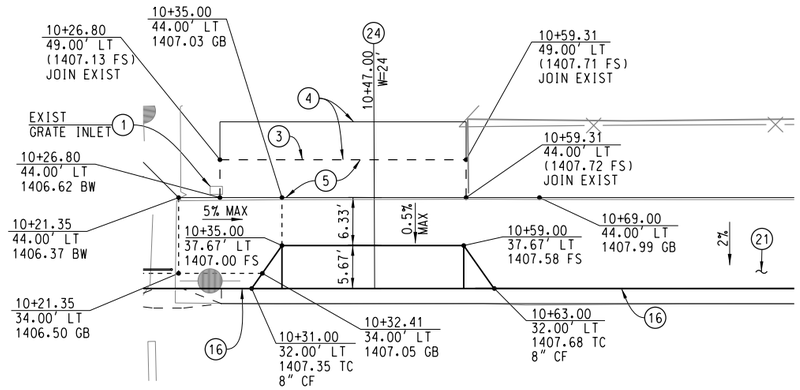
(24) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B



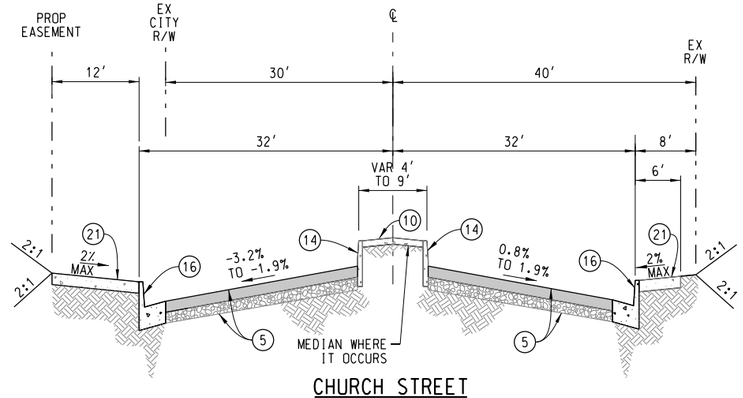
DETAIL A
STA 9+24.00



CHURCH STREET
NORTH OF CROSSING



DETAIL B
STA 10+47.00



CHURCH STREET
SOUTH OF CROSSING

REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

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(951) 320-7300

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET – MP 66.07 (9.34)
TYPICAL SECTION & CONSTRUCTION DETAILS

CONTRACT NO.	17-1001705
DRAWING NO.	CR93301
REVISION	SHEET NO.
SCALE	1"=10'

12/19/2017
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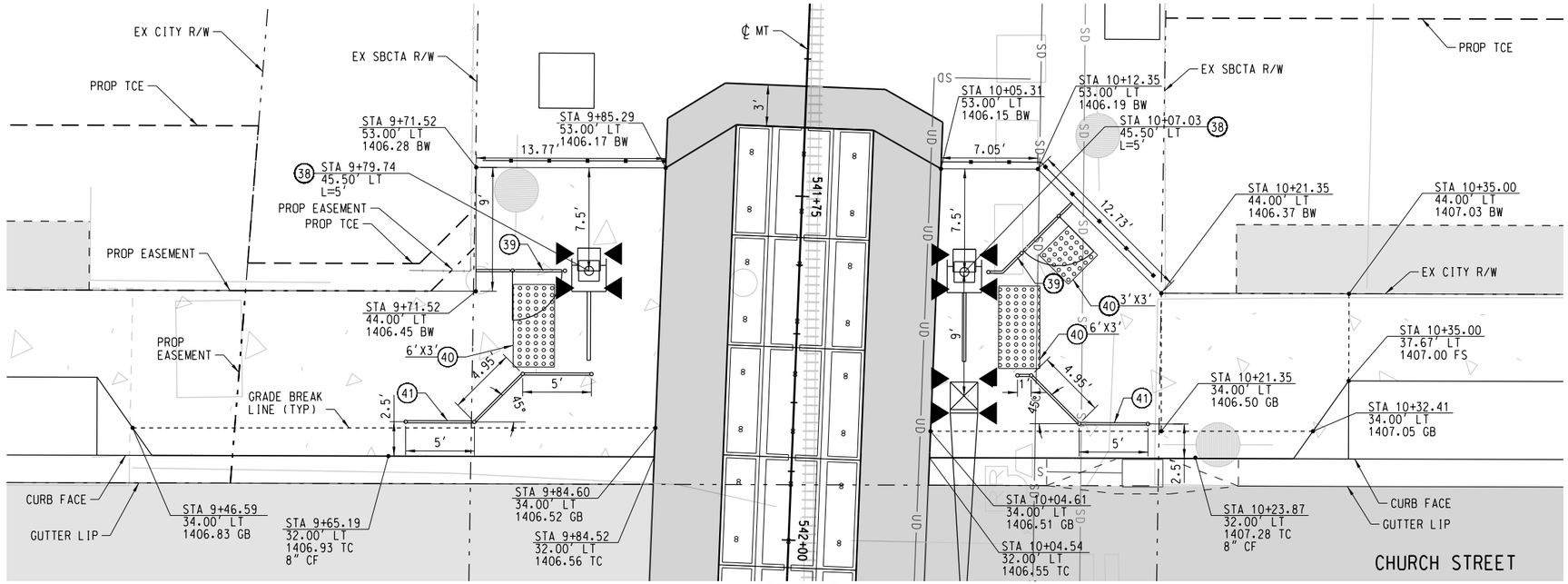
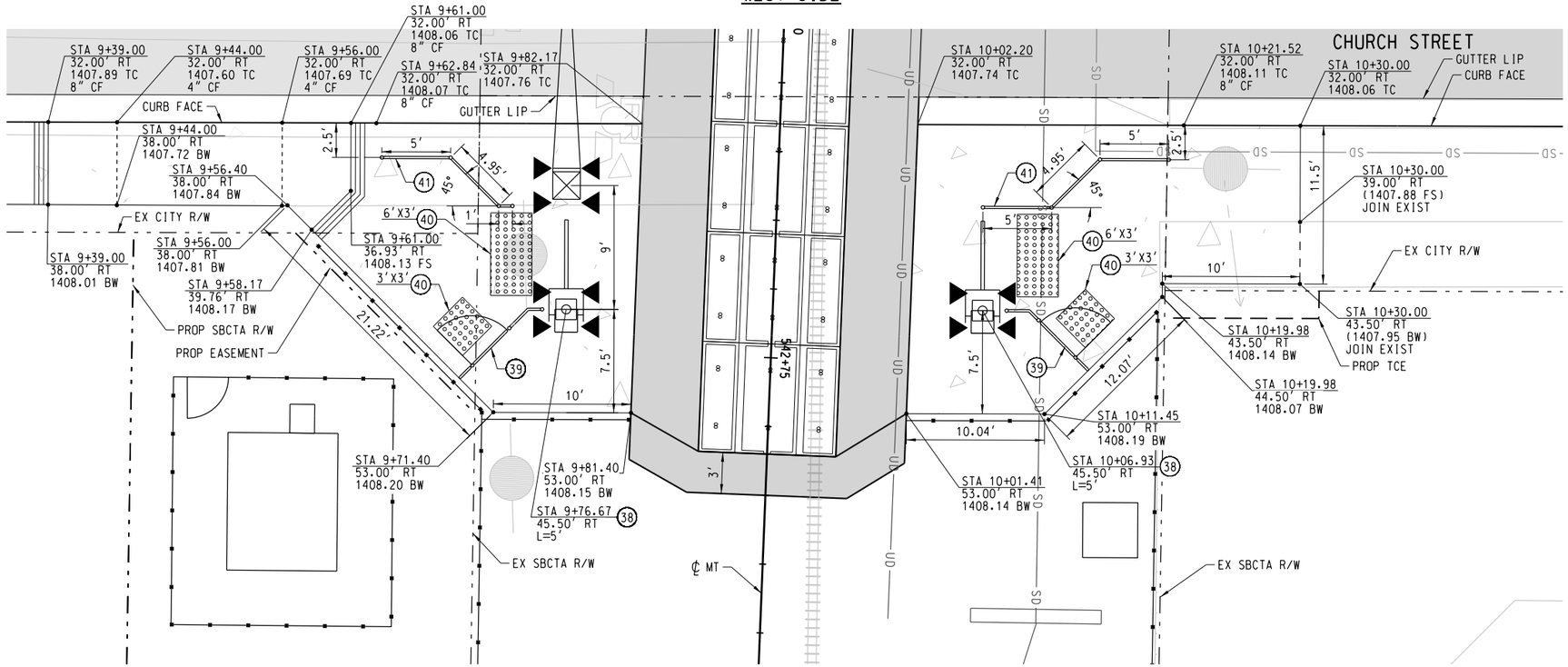


WEST SIDE



EAST SIDE

CONSTRUCTION NOTES:

(38) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
(39) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN
(40) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
(41) INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.

N

5 0 5 10

SCALE: 1"=5'-0"

12/19/2017
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OMAP-INPICS01$

REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	W. STEBOK
CHECKED BY	C. CHRISTOPLIS
APPROVED BY	R. KLOVSKY
DATE	12-20-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

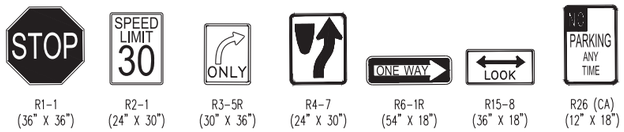
100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET – MP 66.07 (9.34)
GRADE CROSSING DETAILS

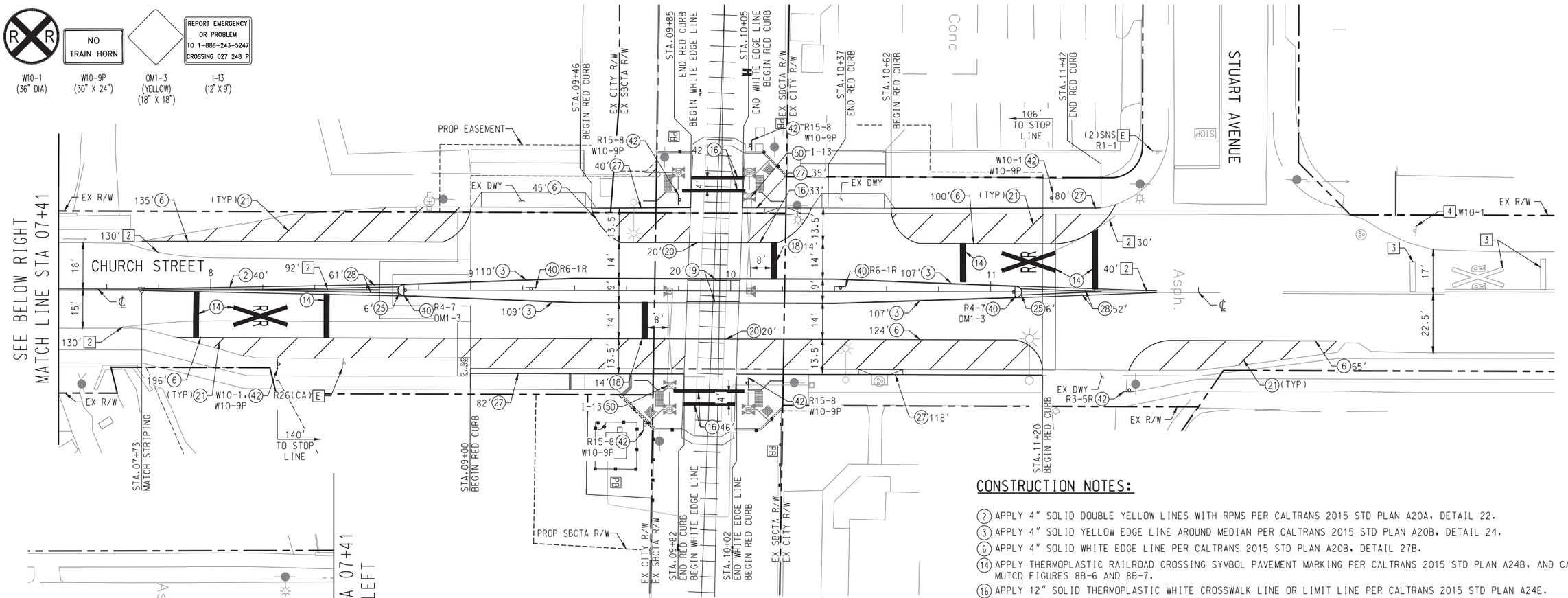
CONTRACT NO.	17-1001705
DRAWING NO.	CR93401
REVISION	SHEET NO.
SCALE	1"=5'

SIGNAGE REFERENCES:



GENERAL NOTES:

CHURCH STREET POSTED SPEED LIMIT 30 MPH.



REMOVAL NOTES:

- [2] REMOVE EXISTING STRIPING.
- [3] REMOVE EXISTING PAVEMENT MARKING.
- [4] REMOVE EXISTING SIGN AND POST.
- [E] EXISTING TO REMAIN.

CONSTRUCTION NOTES:

- (2) APPLY 4" SOLID DOUBLE YELLOW LINES WITH RPMS PER CALTRANS 2015 STD PLAN A20A, DETAIL 22.
- (3) APPLY 4" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
- (6) APPLY 4" SOLID WHITE EDGE LINE PER CALTRANS 2015 STD PLAN A20B, DETAIL 27B.
- (14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
- (16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
- (18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
- (19) APPLY 4" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
- (20) APPLY 4" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
- (21) APPLY 4" SOLID WHITE DIAGONAL STRIPE AT 10' OC.
- (25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
- (27) PAINT CURB RED.
- (28) APPLY 4" DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
- (40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
- (42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
- (50) INSTALL SIGN ON EXISTING GATE MECHANISM.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

N

20 0 20 40

SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 12-20-2017

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

100% SUBMITTAL
NOT FOR CONSTRUCTION

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET - MP 66.07 (9.34)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR93501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

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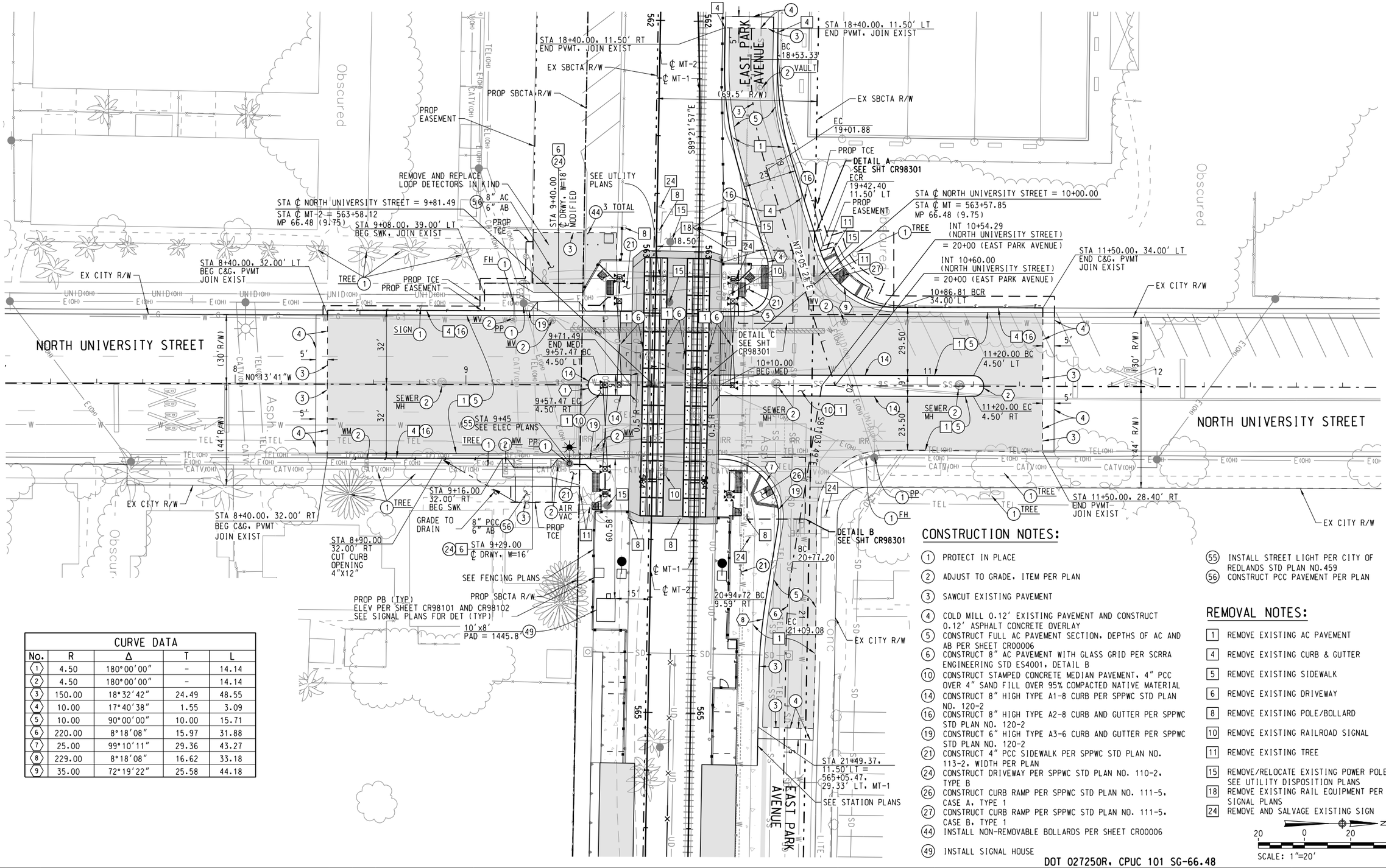

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 0.12' EXISTING PAVEMENT AND CONSTRUCT 0.12' ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
6. CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
19. CONSTRUCT 6" HIGH TYPE A3-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 113-2, WIDTH PER PLAN
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
26. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
27. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE B, TYPE 1
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER CITY OF REDLANDS STD PLAN NO.459
56. CONSTRUCT PCC PAVEMENT PER PLAN

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

N
20 0 20 40
SCALE: 1"=20'

DOT 027250R, CPUC 101 SG-66.48

CURVE DATA				
No.	R	Δ	T	L
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2	4.50	180°00'00"	-	14.14
3	150.00	18°32'42"	24.49	48.55
4	10.00	17°40'38"	1.55	3.09
5	10.00	90°00'00"	10.00	15.71
6	220.00	8°18'08"	15.97	31.88
7	25.00	99°10'11"	29.36	43.27
8	229.00	8°18'08"	16.62	33.18
9	35.00	72°19'22"	25.58	44.18

REV.	DATE	BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER JIANSHENG SONG No. 71849 Exp. 12/31/19 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
N. UNIVERSITY STREET – MP 66.48 (9.75)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR98101
REVISION | SHEET NO.
SCALE 1"=20'

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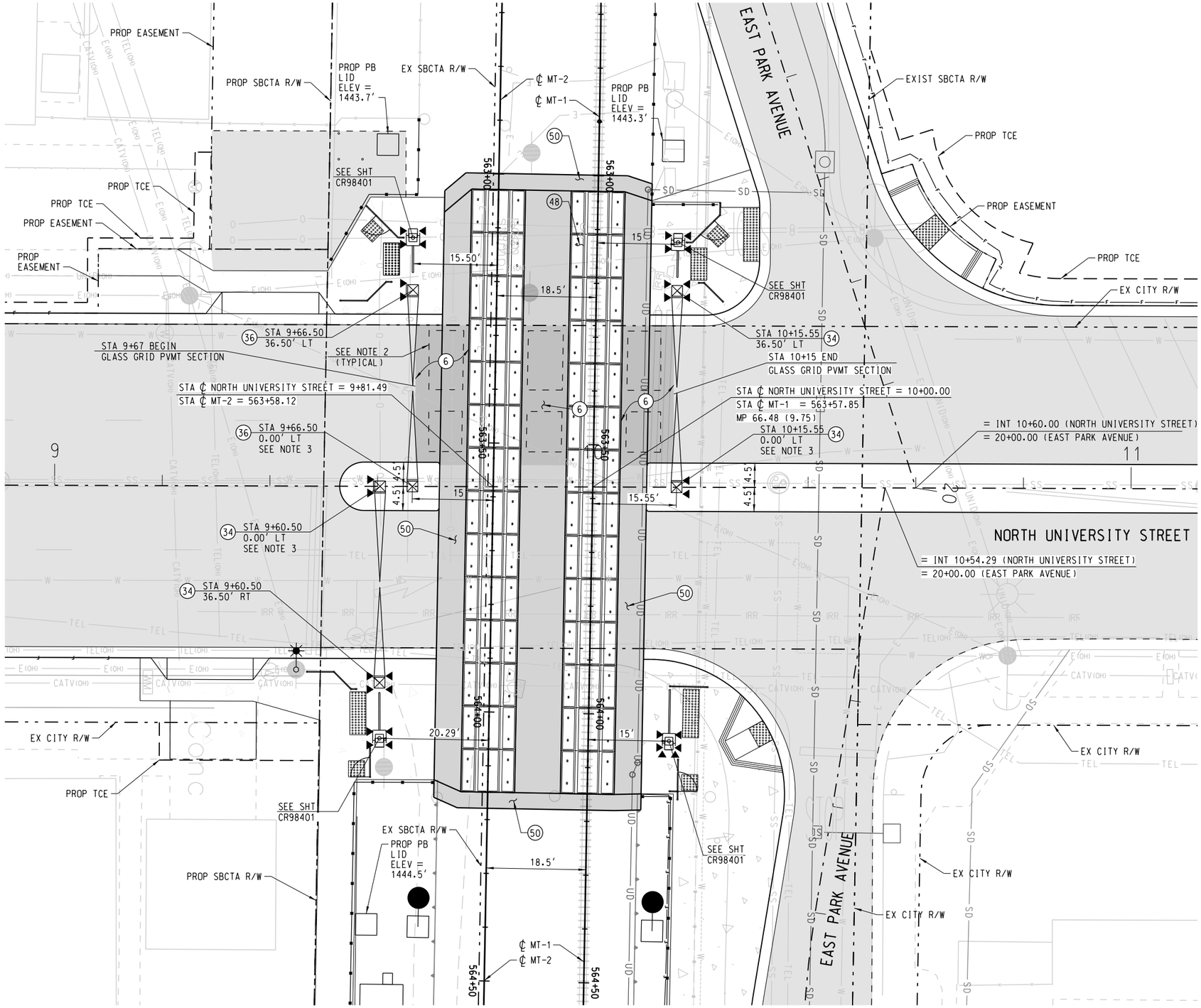

CONSTRUCTION NOTES:

(6) CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
(34) INSTALL CPUC STD NO. 9 ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300
(36) INSTALL CPUC STD NO. 9E ACTIVE WARNING DEVICE PER SCRRA ENGINEERING STD ES8300
(48) INSTALL PRECAST CONCRETE PANELS PER SCRRA ENGINEERING STD ES4201, LAYOUT PER TRACK PLANS
(50) CONSTRUCT ASPHALT CONCRETE PAVEMENT AND RAMP PER SCRRA ENGINEERING STD ES4201

NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. INSTALL VEHICLE DETECTION LOOPS PER SCRRA ENGINEERING STANDARDS ES4001 AND ES8405.
3. PROTECT UTILITY - USE SHALLOW FOUNDATION.

N

10 0 10 20

SCALE: 1"=10'

REV.	DATE	BY SUB. APP.

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
JIANHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
N. UNIVERSITY STREET – MP 66.48 (9.75)
GRADE CROSSING LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR98102
REVISION | SHEET NO.
SCALE 1"=10'

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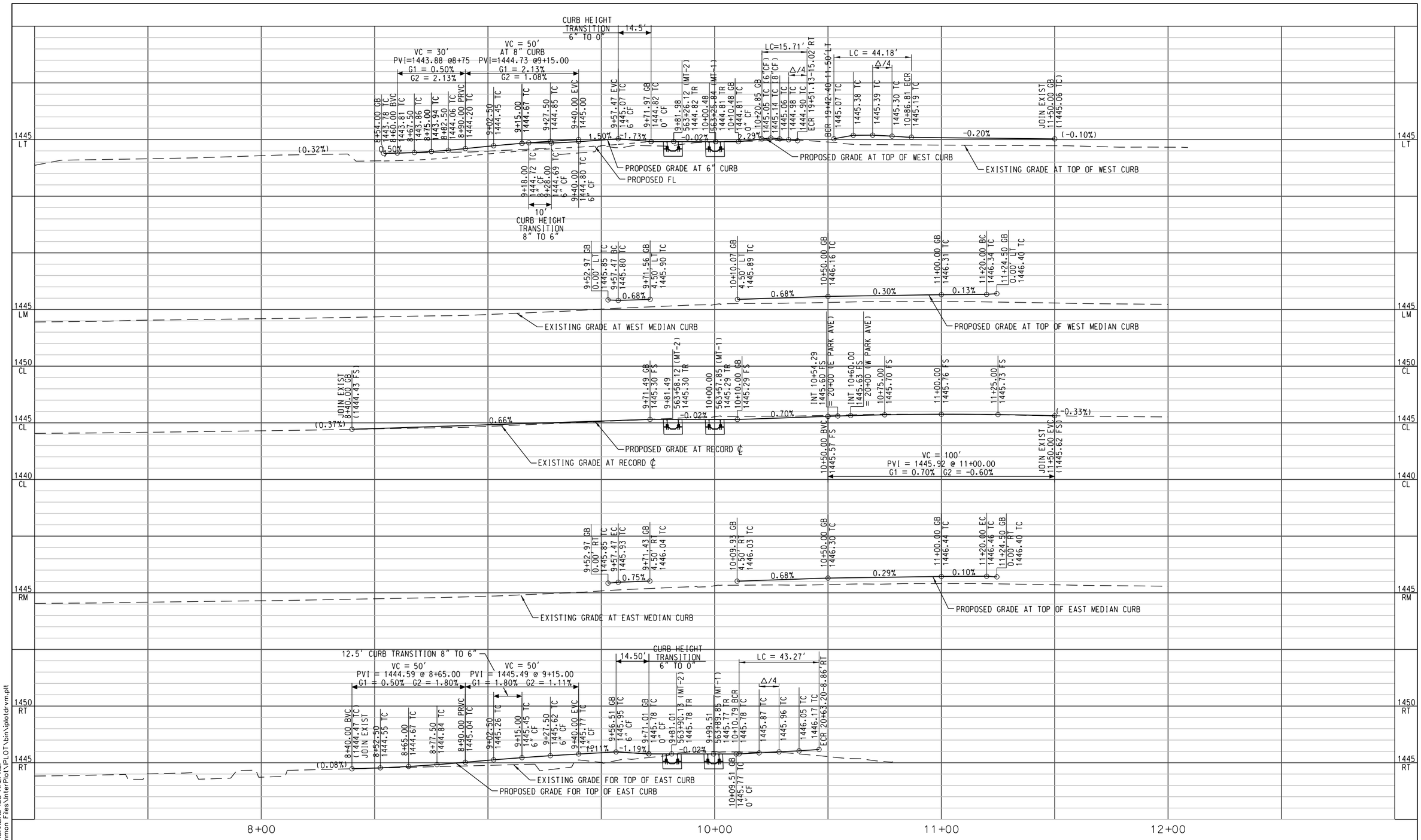

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5/24/2018

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REV.	DATE	BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	J. KUO
CHECKED BY	J. BROWN
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

San Bernardino County Transportation Authority

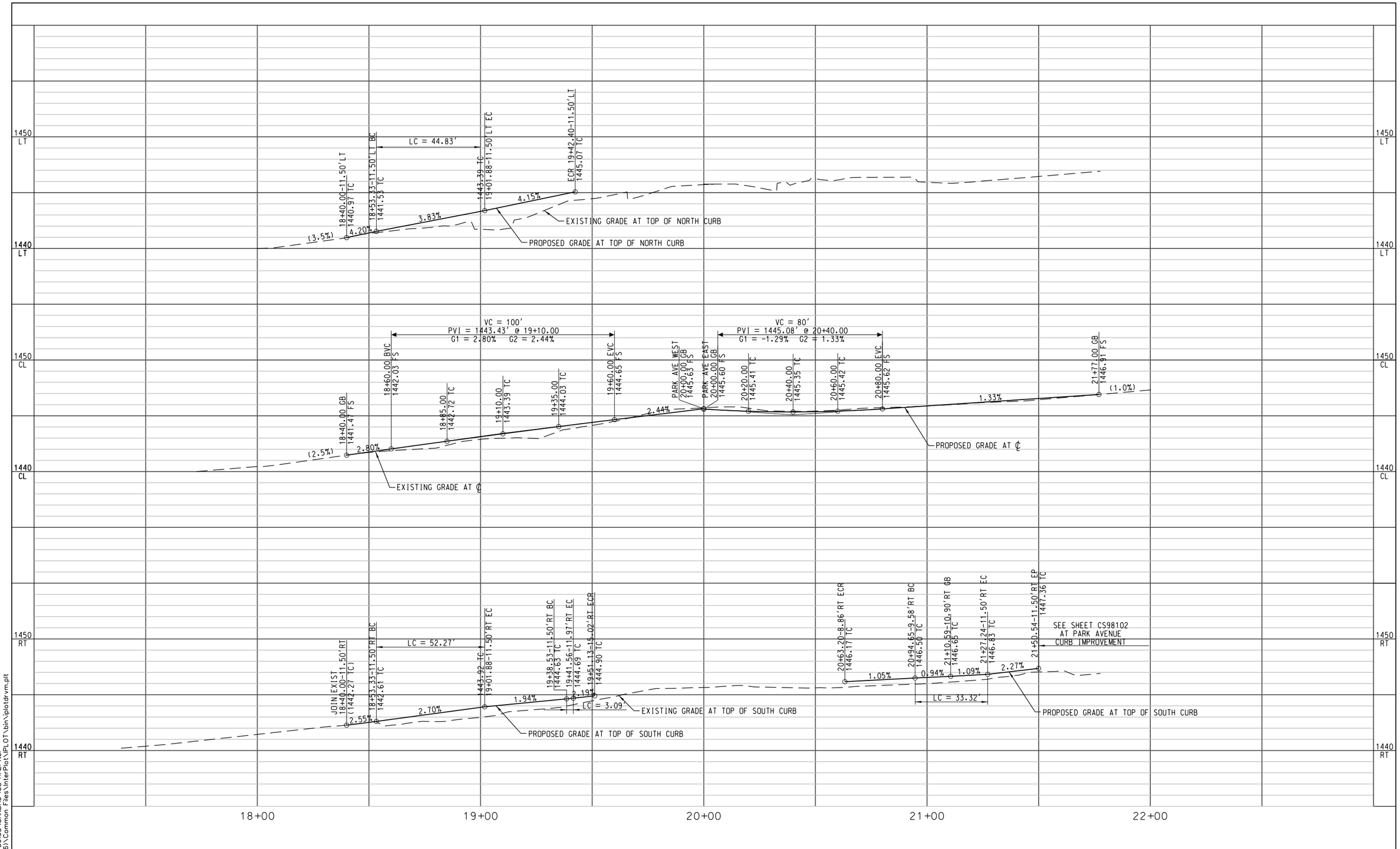
HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
JIANHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
N. UNIVERSITY – MP 66.48 (9.75)
PROFILE

CONTRACT NO.	17-1001705
DRAWING NO.	CR98201
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'



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REV.	DATE		BY	SUB.	APP.

DESIGNED BY	J. SONG
DRAWN BY	J. KUO
CHECKED BY	J. BROWN
APPROVED BY	R. KLOVSKY
DATE	5-18-2018

San Bernardino County Transportation Authority

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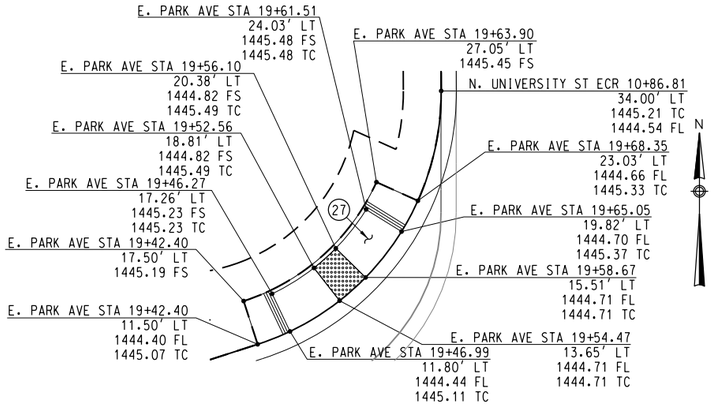
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

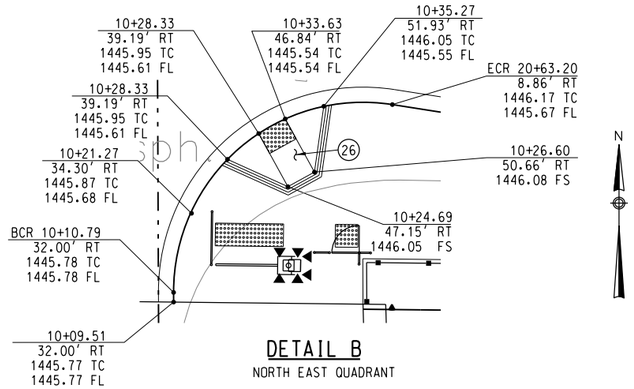
REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
EAST PARK AVE – MP 66.48 (9.75)
PROFILE

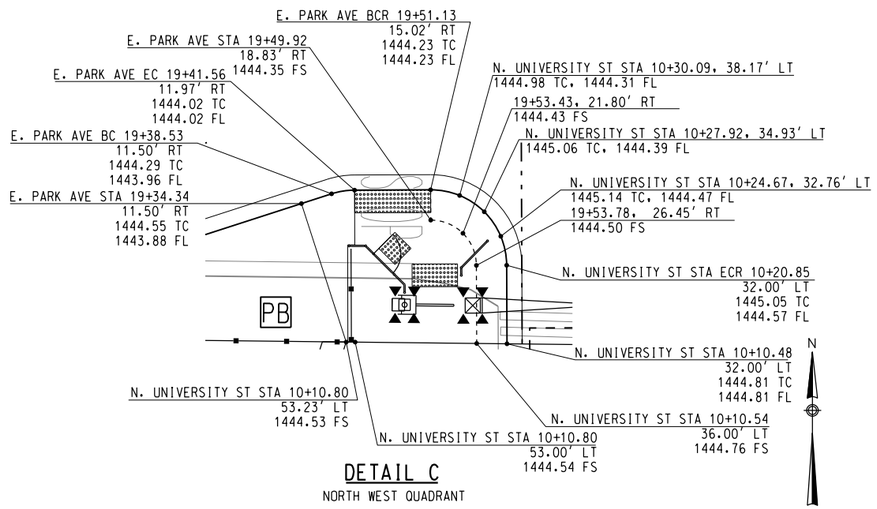
CONTRACT NO.	17-1001705
DRAWING NO.	CR98202
REVISION	SHEET NO.
SCALE	HORIZ 1"=20' VERT 1"=4'



DETAIL A
NORTH WEST QUADRANT



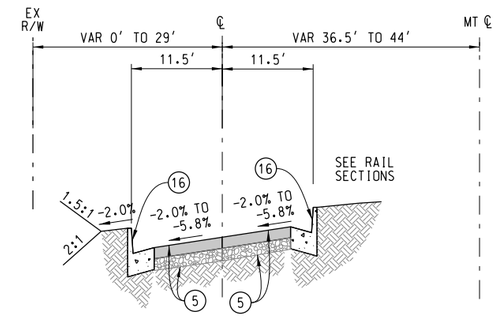
DETAIL B
NORTH EAST QUADRANT



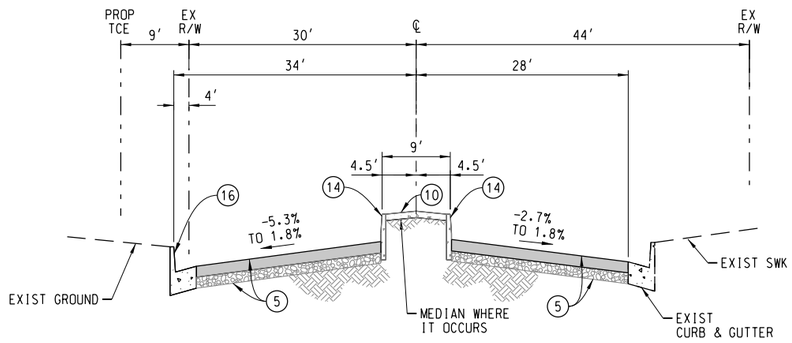
DETAIL C
NORTH WEST QUADRANT

CONSTRUCTION NOTES:

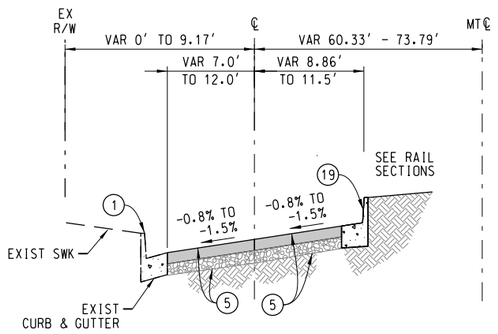
1. PROTECT IN PLACE
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
19. CONSTRUCT 6" HIGH TYPE A3-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
26. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
27. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE B, TYPE 1



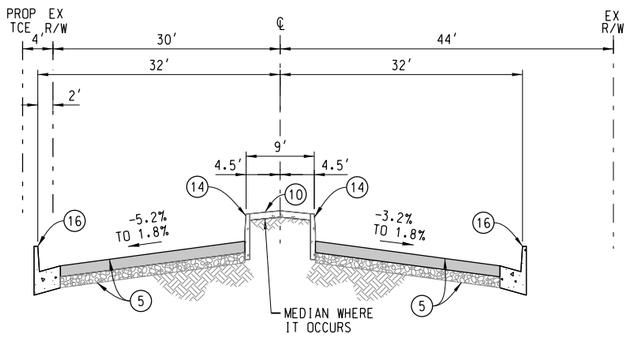
EAST PARK AVENUE (WEST SIDE)
NORTH OF CROSSING



NORTH UNIVERSITY AVENUE
NORTH OF CROSSING



EAST PARK AVENUE (EAST SIDE)
NORTH OF CROSSING



NORTH UNIVERSITY AVENUE
SOUTH OF CROSSING

REV.	DATE		BY	SUB.	APP.

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
JINSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
N. UNIVERSITY STREET– MP 66.48 (9.75)
TYPICAL SECTION & CONSTRUCTION DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR98301
REVISION | SHEET NO.
SCALE 1"=10'

5/24/2018 10:13:36 AM OMAP-INPICS02$
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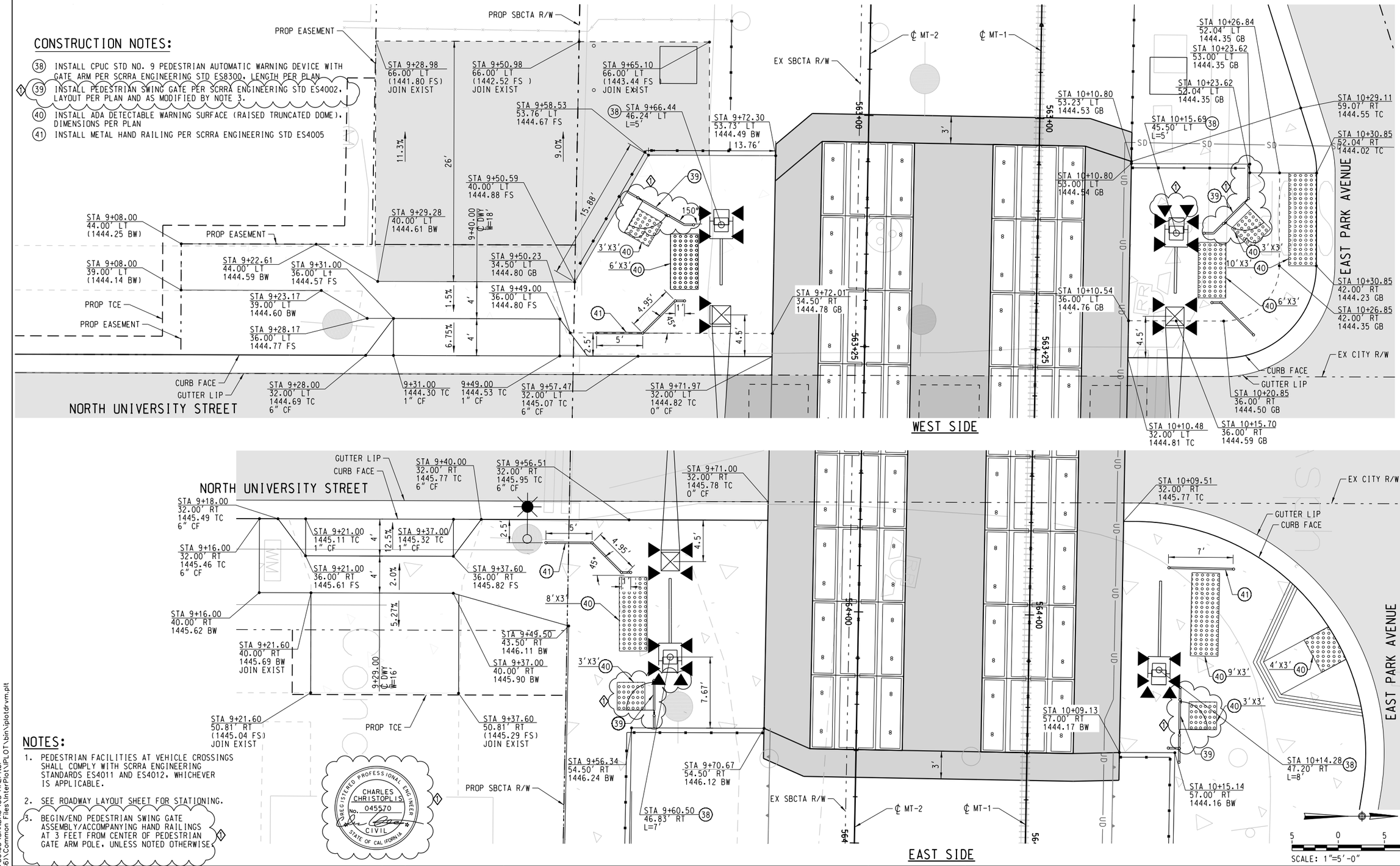
C:\Program Files (x86)\Common Files\InterPlot\PLOT\bin\iplotdrvm.plt

CONSTRUCTION NOTES:

38. INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN
39. INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD ES4002, LAYOUT PER PLAN AND AS MODIFIED BY NOTE 3.
40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN
41. INSTALL METAL HAND RAILING PER SCRRA ENGINEERING STD ES4005



NOTES:

1. PEDESTRIAN FACILITIES AT VEHICLE CROSSINGS SHALL COMPLY WITH SCRRA ENGINEERING STANDARDS ES4011 AND ES4012, WHICHEVER IS APPLICABLE.
2. SEE ROADWAY LAYOUT SHEET FOR STATIONING.
3. BEGIN/END PEDESTRIAN SWING GATE ASSEMBLY/ACCOMPANYING HAND RAILINGS AT 3 FEET FROM CENTER OF PEDESTRIAN GATE ARM POLE, UNLESS NOTED OTHERWISE

REGISTERED PROFESSIONAL ENGINEER — CHARLES CHRISTOPLIS — No. 045570 — CIVIL — STATE OF CALIFORNIA

REV.	DATE		BY	SUB.	APP.
1	08-28-18	ADDENDUM 1	EA		CC

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER — JIANSHENG SONG — No. 71849 Exp. 12/31/19 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
N. UNIVERSITY STREET – MP 66.48 (9.75)
GRADE CROSSING DETAILS

CONTRACT NO. 17-1001705
DRAWING NO. CR98401
REVISION
SHEET NO. 495 OF 2425
SCALE 1"=5'

8/23/2018 12:04:20 PM
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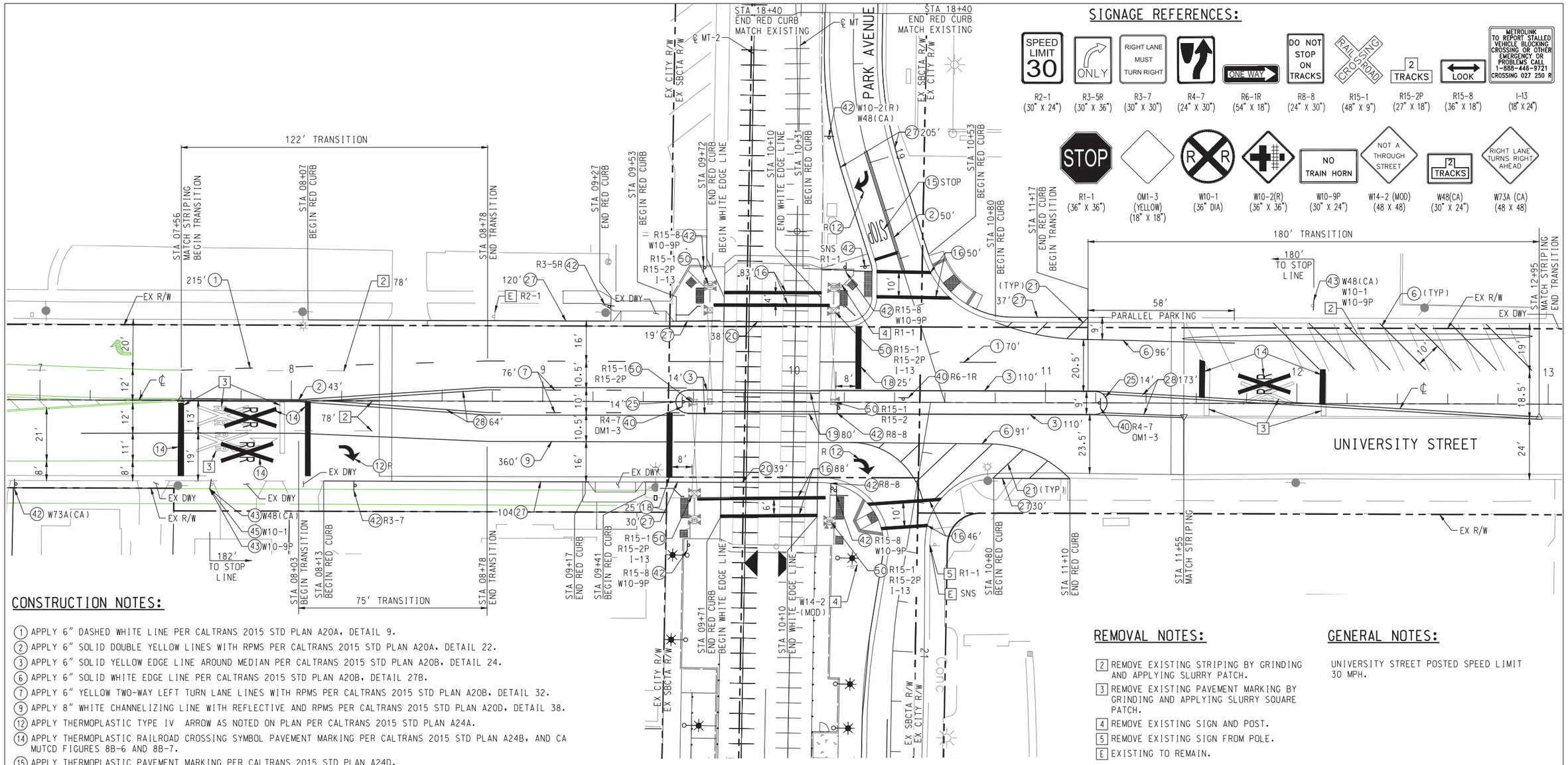

CONSTRUCTION NOTES:

(1) APPLY 6" DASHED WHITE LINE PER CALTRANS 2015 STD PLAN A20A, DETAIL 9.
(2) APPLY 6" SOLID DOUBLE YELLOW LINES WITH RPMS PER CALTRANS 2015 STD PLAN A20A, DETAIL 22.
(3) APPLY 6" SOLID YELLOW EDGE LINE AROUND MEDIAN PER CALTRANS 2015 STD PLAN A20B, DETAIL 24.
(6) APPLY 6" SOLID WHITE EDGE LINE PER CALTRANS 2015 STD PLAN A20B, DETAIL 27B.
(7) APPLY 6" YELLOW TWO-WAY LEFT TURN LANE LINES WITH RPMS PER CALTRANS 2015 STD PLAN A20B, DETAIL 32.
(9) APPLY 8" WHITE CHANNELIZING LINE WITH REFLECTIVE AND RPMS PER CALTRANS 2015 STD PLAN A20D, DETAIL 38.
(12) APPLY THERMOPLASTIC TYPE IV ARROW AS NOTED ON PLAN PER CALTRANS 2015 STD PLAN A24A.
(14) APPLY THERMOPLASTIC RAILROAD CROSSING SYMBOL PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24B, AND CA MUTCD FIGURES 8B-6 AND 8B-7.
(15) APPLY THERMOPLASTIC PAVEMENT MARKING PER CALTRANS 2015 STD PLAN A24D.
(16) APPLY 12" SOLID THERMOPLASTIC WHITE CROSSWALK LINE OR LIMIT LINE PER CALTRANS 2015 STD PLAN A24E.
(18) APPLY 24" WHITE THERMOPLASTIC STOP LINE PER CA MUTCD SECTION 8B.28.
(19) APPLY 6" DOUBLE YELLOW MEDIAN LINES WITH RPMS SPACED 4' OC PER METROLINK STD PLAN 4015.
(20) APPLY 6" WHITE EDGE LINE WITH RPMS SPACED 4' OC.
(21) APPLY 4" SOLID WHITE DIAGONAL STRIPE AT 10' OC.
(25) PAINT MEDIAN NOSE YELLOW WITH TYPE "D" RPMS 2' OC.
(27) PAINT CURB RED.
(28) APPLY 6" DOUBLE YELLOW LINES WITH RPMS PER CALTRANS STD PLAN A20B, DETAIL 29.
(40) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE 3.5' ABOVE FINISH SURFACE.
(42) INSTALL SIGN AND POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM 7' ABOVE FINISHED GRADE.
(43) INSTALL SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(45) REPLACE SIGN ON EXISTING SIGN POST AS NOTED ON PLAN. BOTTOM OF SIGN SHALL BE A MINIMUM OF 7' ABOVE FINISH SURFACE.
(50) INSTALL SIGN ON EXISTING GATE MECHANISM.

REMOVAL NOTES:

[2] REMOVE EXISTING STRIPING BY GRINDING AND APPLYING SLURRY PATCH.
[3] REMOVE EXISTING PAVEMENT MARKING BY GRINDING AND APPLYING SLURRY SQUARE PATCH.
[4] REMOVE EXISTING SIGN AND POST.
[5] REMOVE EXISTING SIGN FROM POLE.
[E] EXISTING TO REMAIN.

GENERAL NOTES:

UNIVERSITY STREET POSTED SPEED LIMIT 30 MPH.

SEE CIVIL SHEETS FOR CURB, RAMP, MEDIAN AND SIDEWALK IMPROVEMENTS

20 0 20 40
SCALE: 1"=20'

REV.	DATE	BY	SUB.	APP.

DESIGNED BY B. SCHLUETER
DRAWN BY B. SCHLUETER
CHECKED BY N. MINICILLI
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

STC TRAFFIC
5865 AVENIDA ENCINAS, #142-B
CARLSBAD, CA 92008
PH: 760-602-4290
WWW.STCTRAFFIC.COM

APPROVED: _____

REGISTERED PROFESSIONAL ENGINEER NICHOLAS M. MINICILLI NO. 74667 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH UNIVERSITY STREET - MP 66.48 (9.75)
SIGNING AND STRIPING

CONTRACT NO. C15-1001093
DRAWING NO. CR98501
REVISION | SHEET NO.
SCALE HORIZ 1"=20'

04/30/2018 2:48 PM christian lombarth
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EXHIBIT C-1

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

Quiet Zone Notice of Intent

CERTIFIED MAIL RETURN RECEIPT REQUESTED
Distribution is indicated in Section 5 herein

Date: August 24, 2020

Subject: City of Redlands, California
Southern California Regional Rail Authority (SCRRA) –
San Gabriel (formerly Redlands) Subdivision Quiet Zone

NOTICE OF INTENT TO CREATE NEW QUIET ZONE(S)

Notice is hereby provided that the City of Redlands, California, (City) intends to create New 24-hour Quiet Zone in accordance with the regulatory provisions contained in Title 49 of the Code of Federal Regulations, Parts 222 and 229 *Use of Locomotive Horns at Highway-Rail Grade Crossings; Final Rule* (Final Rule). The routine sounding of train horns at crossings will be restricted within the quiet zone.

A party receiving this Notice of Intent (NOI) may submit information or comments about the proposed quiet zone to the City during the 60 days following the date of this letter. However, this comment period will terminate if all of the parties either submit comments or signed statements that they do not have any comments due to their continuous participation in the process of developing this quiet zone.

SECTION 1 – AFFECTED HIGHWAY-RAIL CROSSINGS

Fifteen (15) existing public highway-rail at-grade crossings are located within the proposed quiet zone as indicated on Table 1. All crossings are located within the City of Redlands, in San Bernardino County, CA. All affected streets are under the jurisdiction of the City (see details in Table 1). The private highway-rail crossing at Wyatt's Paint and Body, just east of Tennessee Street in Redlands located within the proposed quiet zone, has been closed. There are no existing pedestrian-exclusive rail at-grade crossings, however there is one (1) proposed new pedestrian-exclusive rail at-grade crossing planned at the new Downtown Redlands Station that will be owned and maintained by the San Bernardino County Transportation Authority (SBCTA), and one (1) proposed new conversion to pedestrian-exclusive rail at-grade crossing planned at New York Street within New York Station, within the proposed quiet zone.

Table 1: Crossings within the Proposed Quiet Zone

US Dot No.	Mile Post	Crossing	Jurisdiction
027231L	101 SG-63.00 (002U-6.30)	California Street	Redlands
027232T	101 SG-63.50 (002U-6.80)	Nevada Street	Redlands
027233A	101 SG-64.02 (002U-7.30)	Alabama Street	Redlands
027234G	101 SG-64.20 (002U-7.40)	Colton Avenue	Redlands
027235N	101 SG-64.55 (002U-7.80)	Tennessee Street	Redlands
027236V	002U-7.92	Wyatt's Paint and Body (Private - Closed)	Wyatt's Paint and Body
027237C	101 SG-64.82 (002U-8.10)	New York Street (Proposed Conversion to Ped Only)	Redlands
027238J	101 SG-64.88 (002U-8.20)	W Stuart Avenue	Redlands
027239R	101 SG-65.07 (002U-8.40)	Texas Street	Redlands
027240K	101 SG-65.36 (002U-8.60)	Eureka Street	Redlands
933892D	101SG-65.48 (002U-8.6)	Downtown Redlands Station (New Proposed Ped Only)	SBCTA/Redlands
027242Y	101 SG-65.57 (002U-8.80)	Orange Street	Redlands
027245U	101 SG-65.70 (002U-9.00)	6th Street	Redlands
027246B	101 SG-65.76 (002U-9.10)	7th Street	Redlands
027247H	101 SG-65.88 (002U-9.20)	9th Street	Redlands
027248P	101 SG-66.07 (002U-9.30)	Church Street	Redlands
027250R	101 SG-66.48 (002U-9.80)	University Street	Redlands

The following railroads currently, or are proposed to, operate over the proposed quiet zone:

- Southern California Regional Rail Authority (SCRRA)
- BNSF Railway (BNSF)
- Redlands Passenger Rail Service (Future Service)

SECTION 2 – TIME RESTRICTION

The routine sounding of horns will be restricted twenty-four (24) hours a day, seven (7) days a week.

SECTION 3 – PROPOSED IMPROVEMENTS

The improvements are described and shown in detail on the design plans (attached herein as Exhibit A).

The quiet zone is proposed to be established based upon the regulatory provision described under 49 CFR §222.39(b). Supplemental Safety Measures (SSMs) and Modified Supplemental Safety Measures (MSSMs) are proposed to be implemented at selected crossing sufficient to reduce the

Quiet Zone Risk Index to a level at or below the Risk Index with horns as shown in the preliminary Quiet Zone Calculations (attached as Exhibit B).

SECTION 4 – POINT OF CONTACT

The point of contact for the City of Redlands is:

Ross Wittman
Senior Project Manager
City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373
909-798-7524 Ext. 1

SECTION 5 – DISTRIBUTION

This notice has been sent to the following individuals:

Ross Wittman
Senior Project Manager
City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373

Rudolph S. Chow, P.E.
Director/City Engineer, Municipal Utilities & Engineering Department
City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373

Christopher Catren
Chief of Police
City of Redlands
30 Cajon Street
Redlands, CA 92373

Carrie Schindler
Director of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Victor Lopez
Chief of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Kate Kalinosky
Manager Public Projects
BNSF Railway Co.
740 East Carnegie Drive
San Bernardino, CA 92408-3571

Anton Garabetian
Program Manager
Rail Crossings Engineering Section
California Public Utilities Commission
320 West 4th Street, Suite 500
Los Angeles, CA 90013

Andrew Althorp
Principal Engineer – Project Management
SCRRA
2558 Supply Street
Pomona, CA 91767

Justin Fornelli
Director of Engineering & Construction
SCRRA
2558 Supply St.
Pomona, CA 91767

Mark A. Adamczak
Deputy Regional Administrator – Region 7
Federal Railroad Administration
3401 Centrelake Dr. Suite 480
Ontario, CA 91761

Joe Petito
Rail Safety Specialist
Federal Railroad Administration
39252 Winchester Road, #107-270
Murrieta, CA 92563

Karl Alexy
Associate Administrator for Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE, MS-25
Washington DC 20590

Brian Patrick,
Right of Way Agent
CALTRANS - District 8
464 West Fourth Street, MS-950
San Bernardino, Ca 92401

Rebecca Guirado
Deputy District Director - Right of Way
CALTRANS - District 8
464 West Fourth Street, MS-950
San Bernardino, Ca 92401

Sergio Licon
Utilities Engineer
Rail Crossings Engineering Section
California Public Utilities Commission
320 West 4th Street, Suite 500
Los Angeles, CA 90013

David S. Kim
Secretary
California State Transportation Agency
915 Capitol Mall Suite 350 B
Sacramento, CA 95814

Catalino Pining III
Deputy District Director, Traffic Operations,
District 8, San Bernardino Co.
California Department of Transportation
(Caltrans) Region 9
464 W. 4th Street, 6th Floor
San Bernardino, CA 92401-1400

Tan D. Nguyen P.E.
Transportation Engineer, Civil
Caltrans District 8 Encroachment Permits Office-
Stormwater Coordinator
464 W. 4th Street
San Bernardino, CA 92401-1400

Exhibits

San Gabriel (formerly Redlands) Subdivision

Southern California Regional Rail Authority

Notice of Intent to Create New Quiet Zone

List of Exhibits:

Exhibit A – Design Layout Plans

Exhibit B – Preliminary Quiet Zone Risk Index Calculations

Exhibit A
– Design Layout Plans

San Gabriel (formerly Redlands) Subdivision

Southern California Regional Rail Authority

Notice of Intent to Create New Quiet Zone

CURVE DATA				
No.	R	Δ	T	L
1	167.46	14°05′00″	20.69	41.16
2	167.46	10°13′07″	14.97	29.87
3	40.00	90°29′40″	40.35	63.18
4	25.00	90°31′32″	25.23	39.50

REMOVAL NOTES:

- [1] REMOVE EXISTING AC PAVEMENT
- [3] REMOVE EXISTING CURB
- [4] REMOVE EXISTING CURB & GUTTER
- [5] REMOVE EXISTING SIDEWALK
- [6] REMOVE EXISTING DRIVEWAY
- [7] REMOVE CROSS GUTTER
- [10] REMOVE EXISTING RAILROAD SIGNAL
- [16] REMOVE EXISTING CONCRETE PANEL
- [18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
- [24] REMOVE AND SALVAGE EXISTING SIGN

CONSTRUCTION NOTES:

- (1) PROTECT IN PLACE
- (2) ADJUST TO GRADE, ITEM PER PLAN
- (3) SAWCUT EXISTING PAVEMENT
- (4) COLD MILL 2″ EXISTING PAVEMENT AND CONSTRUCT 2″ ASPHALT CONCRETE OVERLAY
- (5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
- (6) CONSTRUCT 8″ AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
- (10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4″ PCC OVER 4″ SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
- (14) CONSTRUCT 8″ HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
- (16) CONSTRUCT 8″ HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
- (18) CONSTRUCT 6″ HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
- (21) CONSTRUCT 4″ PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
- (24) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
- (26) CONSTRUCT CURB RAMP AND DETECTABLE WARNING SURFACE PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
- (29) CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN NO. 122-2
- (44) INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
- (49) INSTALL SIGNAL HOUSE

DOT 027231L, CPUC 101 SG-63.00

SCALE: 1″=20′

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER — JIANSHENG SONG — No. 71849 Exp. 12/31/19 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — CHARLES CHRISTOPLIS — No. 045570 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CALIFORNIA STREET – MP 63.00 (6.27)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR63101
REVISION | SHEET NO.
SCALE 1″=20′

8/7/2019 1:23:14 PM KCARR
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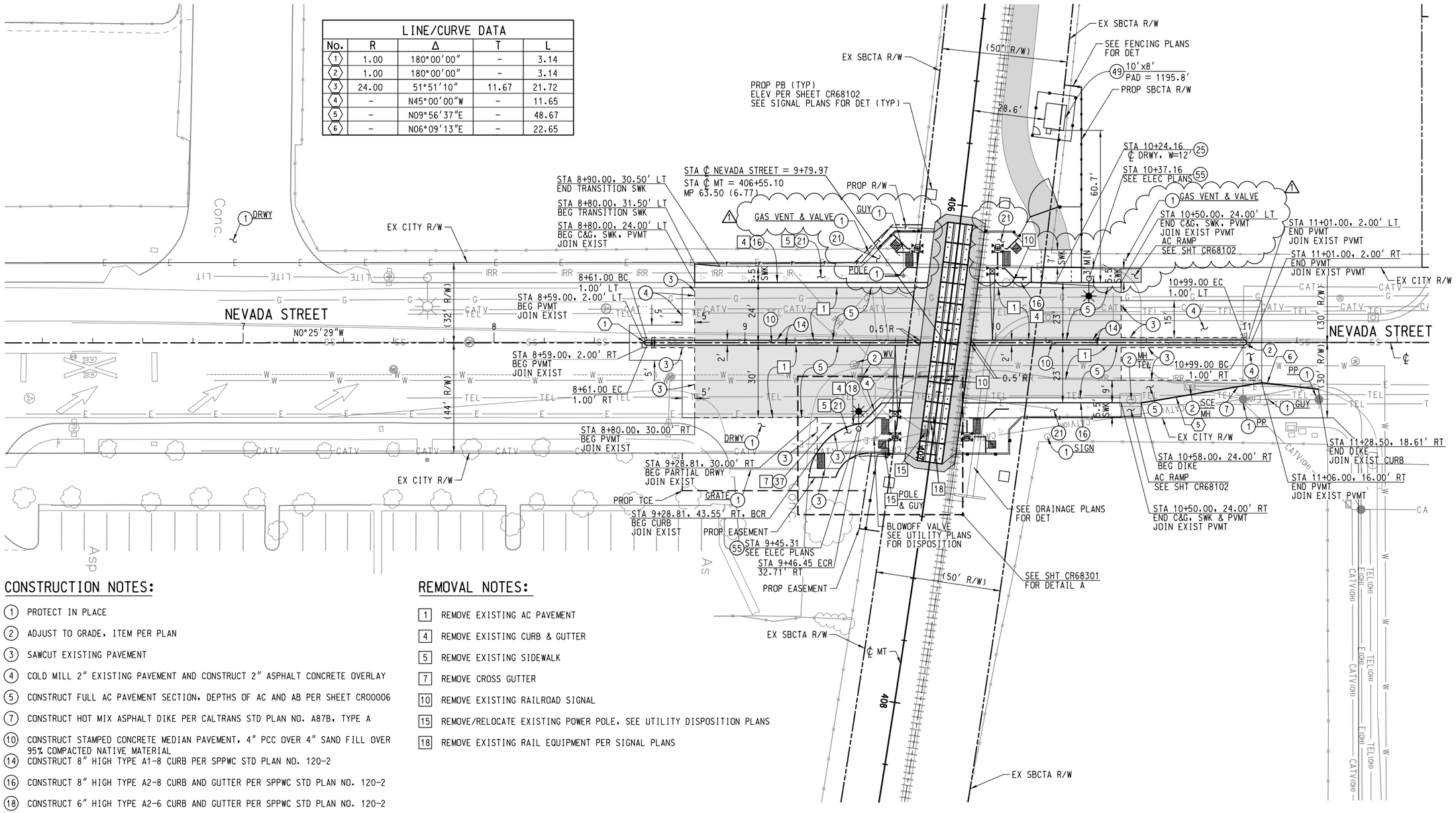
LINE/CURVE DATA				
No.	R	Δ	T	L
1	1.00	180°00'00"	-	3.14
2	1.00	180°00'00"	-	3.14
3	24.00	51°51'10"	11.67	21.72
4	-	N45°00'00"W	-	11.65
5	-	N09°56'37"E	-	48.67
6	-	N06°09'13"E	-	22.65



CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
7. CONSTRUCT HOT MIX ASPHALT DIKE PER CALTRANS STD PLAN NO. A87B, TYPE A
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
18. CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
37. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE C
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
7. REMOVE CROSS GUTTER
10. REMOVE EXISTING RAILROAD SIGNAL
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

N

20 0 20 40

SCALE: 1"=20'

DOT 027232T, CPUC 101 SG-63.50

REV.	DATE		BY	SUB.	APP.
2	07-19-19	ADDED CITY SIGNATURE	TJ		SG
1	08-02-19	DCN 01 PEDESTRIAN SAFETY IMPROVEMENTS	EA		CC
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET – MP 63.50 (6.77)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR68101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 2:10:30 PM KCARR
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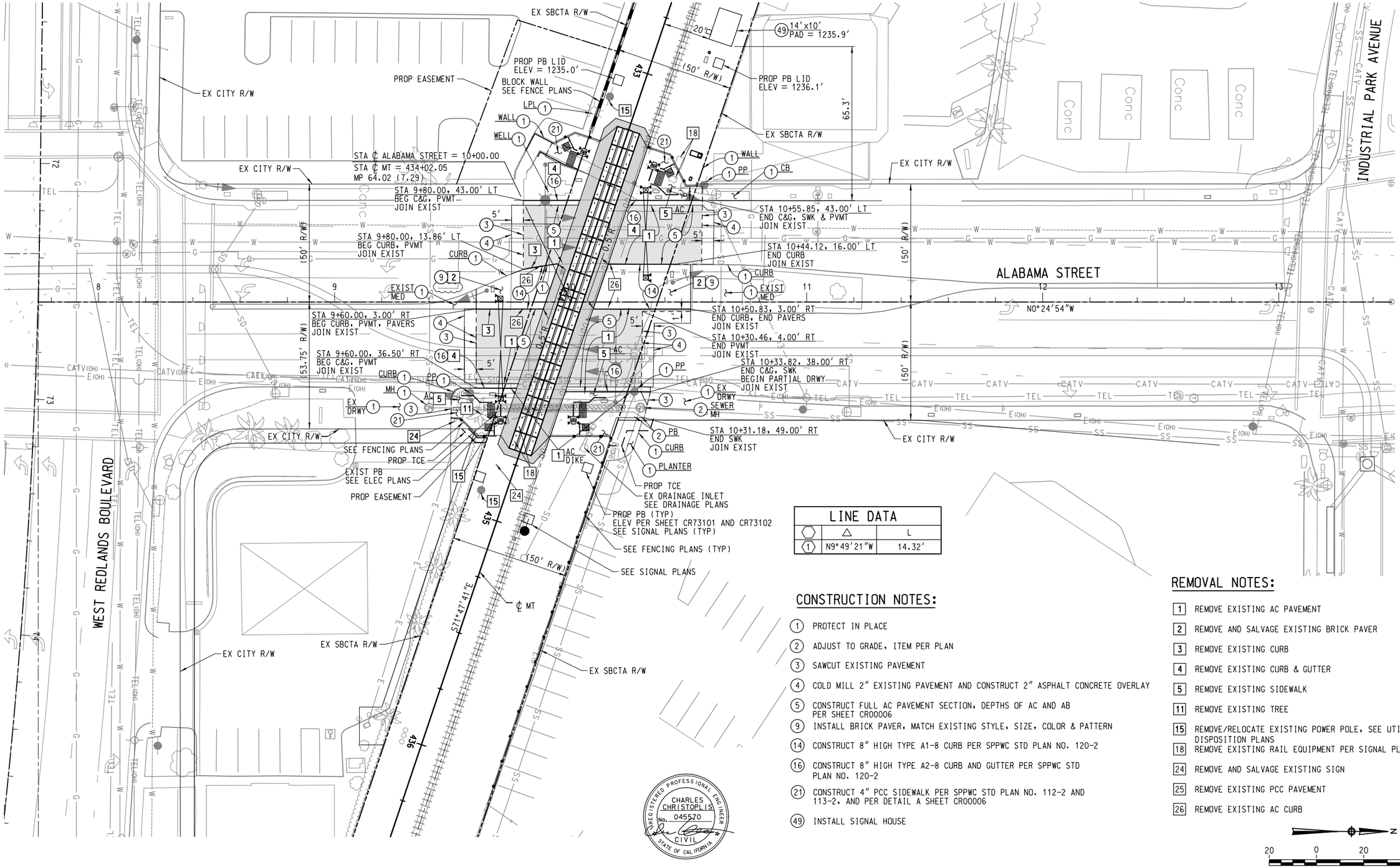


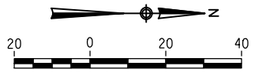
LINE DATA		
	△	L
1	N9°49'21"W	14.32'

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
9. INSTALL BRICK PAVER, MATCH EXISTING STYLE, SIZE, COLOR & PATTERN
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
49. INSTALL SIGNAL HOUSE

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
2. REMOVE AND SALVAGE EXISTING BRICK PAVER
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
11. REMOVE EXISTING TREE
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
25. REMOVE EXISTING PCC PAVEMENT
26. REMOVE EXISTING AC CURB



DOT 027233A, CPUC 101 SG-64.02

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

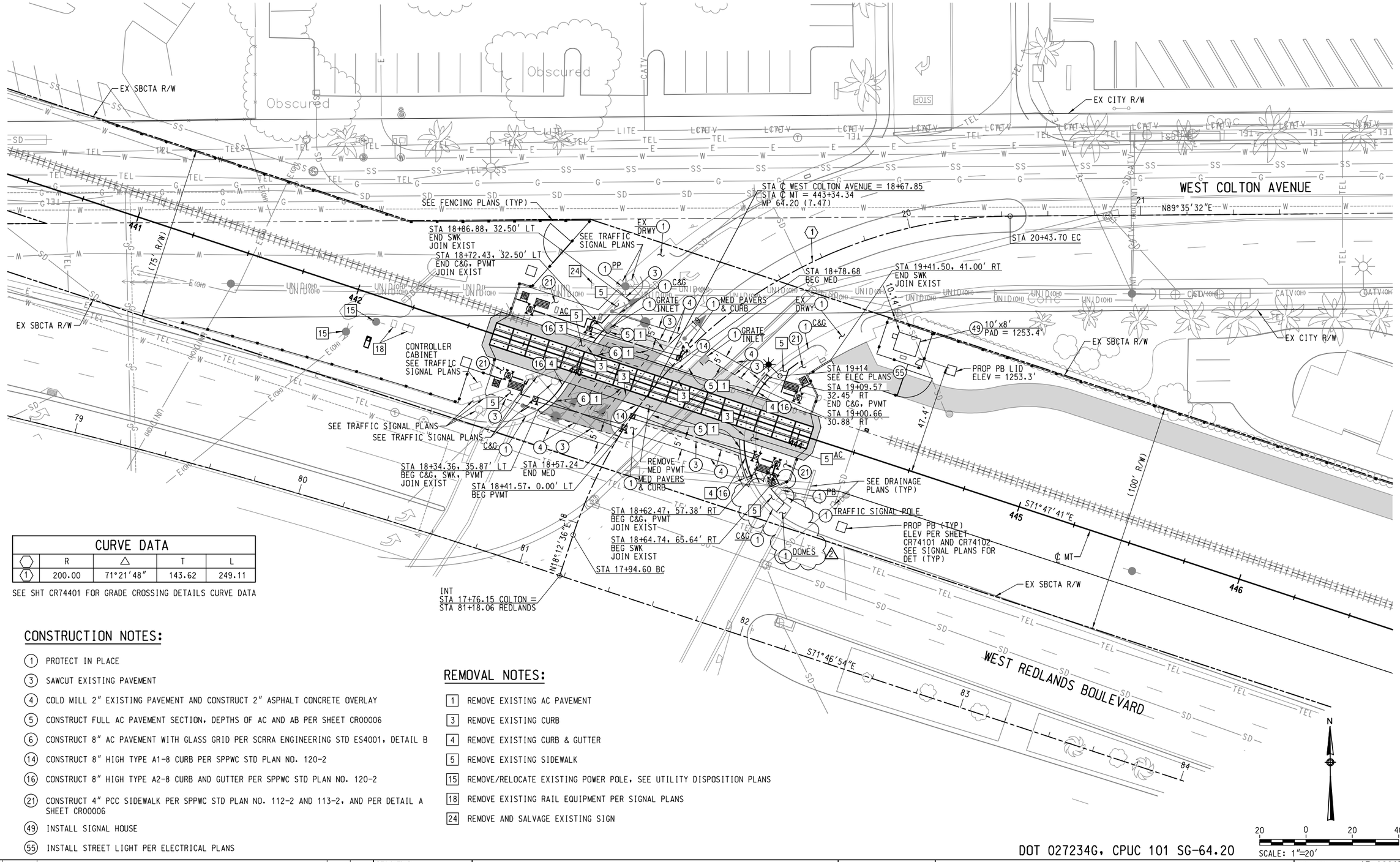
REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET – MP 64.02 (7.29)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR73101
REVISION | SHEET NO.
SCALE 1"=20'

3/24/2020 3:56:45 PM EARANDA
pw:\\pwappsac01\California_Sacramento\Documents\351426\CON0102831\0000000002683396.0_CAD_BIM\6.2_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions\Sheet Files - Construction Revisions\06a_CIVIL\ROADWAY\26495-06a_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions_PlotDRV\SANBAG_BW.tbl
c:\pwworking\scc\d0990737\SANBAG-11x17bw_pdf.pltcfg



CURVE DATA				
	R	Δ	T	L
1	200.00	71°21'48"	143.62	249.11

SEE SHT CR74401 FOR GRADE CROSSING DETAILS CURVE DATA

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
6. CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

DOT 027234G, CPUC 101 SG-64.20

REV.	DATE		BY	SUB.	APP.
2	02-27-20	DCN 14 REVISIONS PER CORRECTED SURVEY	EA		CC
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST COLTON AVENUE – MP 64.20 (7.47)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR74101
REVISION | SHEET NO.
SCALE 1"=20'

CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(2) ADJUST TO GRADE, ITEM PER PLAN

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

(24) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B

(25) CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011

(29) CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN NO. 122-2

(31) CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN.
SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION

(44) INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006

(49) INSTALL SIGNAL HOUSE

(76) CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE C

CURVE DATA				
No.	R	Δ	T	L
1	4.50′	180°00′00″	-	14.14′
2	4.50′	180°00′00″	-	14.14′
3	35.00′	101°03′36″	42.50′	61.73′
4	35.00′	70°44′32″	24.85′	43.21′

REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT

[4] REMOVE EXISTING CURB & GUTTER

[5] REMOVE EXISTING SIDEWALK

[6] REMOVE EXISTING DRIVEWAY

[7] REMOVE CROSS GUTTER

[8] REMOVE EXISTING POLE/BOLLARD

[9] REMOVE AND SALVAGE EXISTING STREET LIGHT

[10] REMOVE EXISTING RAILROAD SIGNAL

[15] REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS

[24] REMOVE AND SALVAGE EXISTING SIGN

WEST REDLANDS BOULEVARD
TENNESSEE STREET
EX SBCTA R/W
EX CITY R/W
℄ MT
STA ℄ TENNESSEE STREET = 9+78.81
STA ℄ MT = 461+71.39
MP 64.55 (7.82)
STA ℄ TENNESSEE STREET = 8+82.89
STA ℄ REDLANDS BLVD = 100+00.00
STA 99+03.23 (REDLANDS) ECR
38.83′ RT
BEG C&G, PVMT, CROSS GUTTER
JOIN EXIST
(1273.98 TC)
(1273.31 FL)
STA 100+44.98(REDLANDS) BCR
39.39′ RT
BEGIN C&G, PVMT, CROSS GUTTER
JOIN EXIST
(1276.51 TC)
(1275.87 FL)
TRAFFIC SIGNAL EQUIPMENT TO BE REMOVED/RELOCATED PER TRAFFIC SIGNAL PLANS (TYPICAL)
EXIST PEDESTRIAN PUSH BUTTONS & PB SEE TRAFFIC SIGNAL PLANS
PB SEE TRAFFIC SIGNAL PLANS
WM AND BFP SEE UTILITY PLANS
SEE DRAINAGE PLANS
STA 9+35.53
32.36′ LT
1274.77 FL
9+68.22
END MED
9+50.18 BC
4.50′ LT
MODIFIED W=12′
STA 9+23.37
1275.41 FL
9+38.28
32.00′ RT ECR
9+13.33
32.00′ RT
1275.68 FL
9+50.18 BC
4.50′ RT
9+89.40
BEG MED
STA 10+05.29
℄ DRWY W=12′
STA 10+40.00
℄ DRWY, W=12′
42.31′
STA 10+41.08
℄ DRWY
W=16′
STA 10+55.65
32.00′ LT
END C&G, SWK, PVMT
JOIN EXIST
STA 10+79.62, 32.00′ RT
END C&G, SWK & PVMT
JOIN EXIST
(1276.54 TC)
11+02.94 BC
4.50′ LT
11+02.94 EC
4.50′ RT
STA 11+11.44, 6.50′ LT
END PVMT
JOIN EXIST
5′
STA 11+11.44, 6.50′ RT
END PVMT
JOIN EXIST
STA 11+17.01
CASE A
14′x10′
PAD = 1274.0′
PROP PB (TYP)
ELEV PER SHEET CR78102
SEE SIGNAL PLANS (TYP)
RAILROAD ANTENNA
TOF=1272.5′
SEE DRAINAGE PLANS
SEE FENCING PLANS
METERING PEDESTAL SEE ELEC PLANS
WM, VAULT & BFP
CURB DRAIN
SWK
PP
TEL MH
PIV & FH
5 TOTAL
N1°2′21″W
S71°46′53″E
S71°47′40″E
Asphalt
Asphalt
Obscured
51′
100′
51.3′
460′
45′
32′
64′
101′
86′
66′
5′
2′
9′
8′
40′ R/W
20′
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA
REGISTERED PROFESSIONAL ENGINEER

20 0 20 40

SCALE: 1"=20′

DOT 027235N, CPUC 101 SG-64.55

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET – MP 64.55 (7.82)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR78101
REVISION | SHEET NO.
SCALE 1"=20′

8/7/2019 2:51:46 PM KCARR
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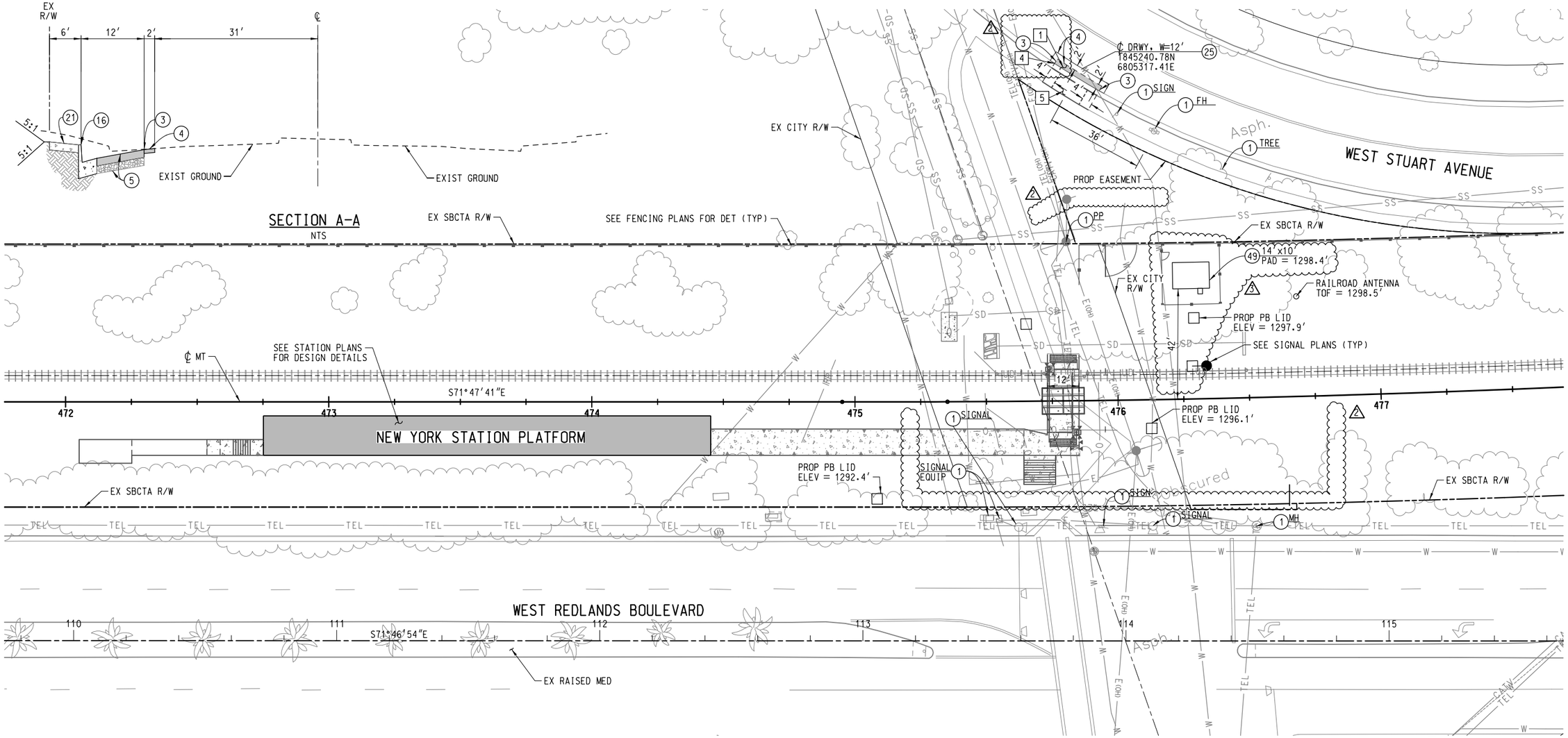
c:\pwworking\sac\d0990737\SANBAG-11x17bw_pdf.plt

SECTION A-A
NTS



CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
- ~~26. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1~~
- ~~40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN~~
49. INSTALL SIGNAL HOUSE

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
- ~~11. REMOVE EXISTING TREE~~

LINE/CURVE DATA

No.	R	Δ	T	L
1	100.00'	7°57'00"	6.95'	13.88'
2	50.00'	7°57'00"	3.52'	7.02'
3	100.00'	9°50'40"	8.61'	17.18'
4	100.00'	9°37'43"	8.42'	16.81'
5	—	S79°43'54"E	—	27.52'
6	—	S62°09'10"E	—	30.98'
7	—	N74°49'23"W	—	60.09'

N

20 0 20 40
SCALE: 1"=20'

DOT 027237C, CPUC 101 SG-64.82

REV.	DATE		BY	SUB.	APP.
3	04-27-20	RFI 0548	TJ		AS
2	12-02-19	DCN 07	TJ		AS
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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Riverside, CA 92501-2110
(951) 320-7300

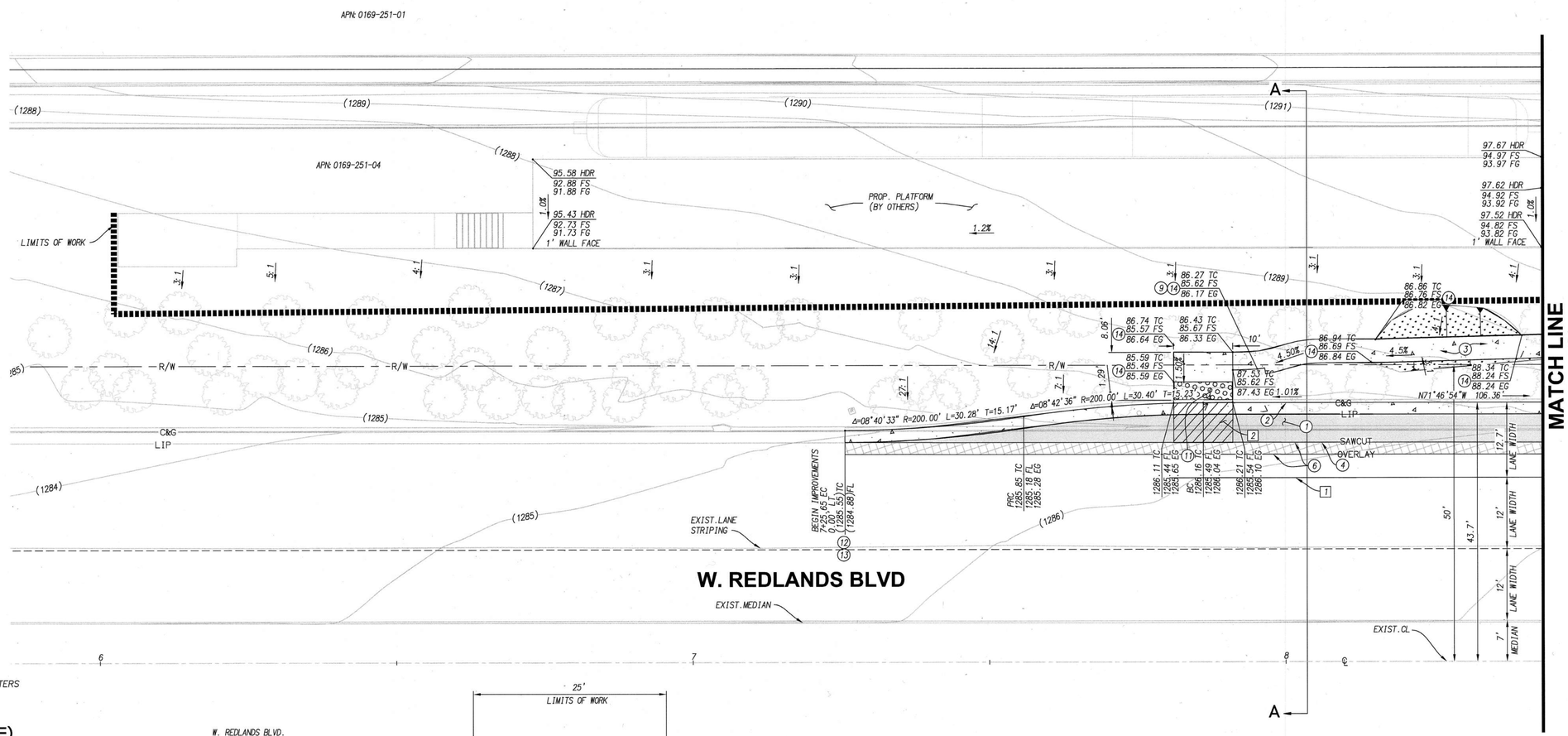
Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEW YORK STATION – MP 64.82 (8.09)

CONTRACT NO. 17-1001705
DRAWING NO. CR80101
REVISION | SHEET NO.
SCALE 1"=20'



STRIPING NOTES

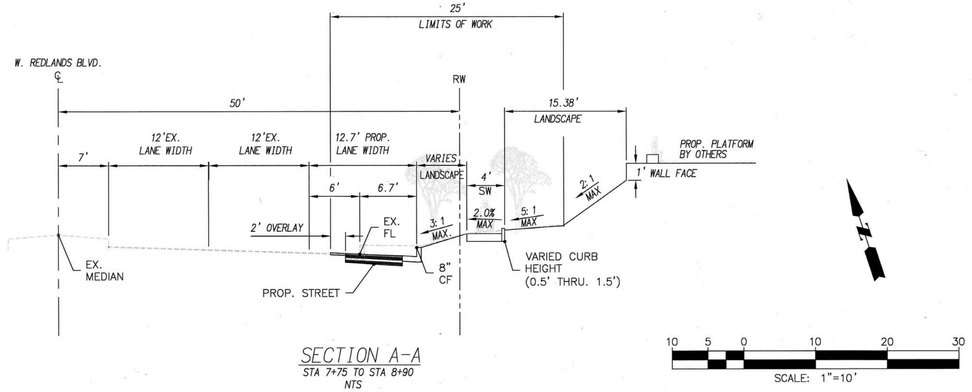
1. PAINT 8" TYPE 38A CHANNELIZING LINE PER. CALTRANS STD. PLAN A20D. (WHITE)
2. PAINT 4 WHITE LINE DIAGONALS AT 3'–0" MAX CENTERS WITH 4" BLUE LINE BORDERS.

CONSTRUCTION NOTES (OFFSITE)

1. CONSTRUCT A MINIMUM OF 0.30' AC PAVEMENT OVER 0.35' CLASS II BASE (MATCH EXISTING)
2. CONSTRUCT CURB AND GUTTER [A2–(8)200] PER SPPWC STD. NO. 120–2.
3. CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112–2, 113–2, AND DETAIL A ON CR00006
4. SAWCUT EXISTING AC PAVEMENT
6. COLD PLANE AND OVERLAY (0.20' MIN.) EXISTING AC PAVEMENT
7. PROTECT IN PLACE
8. ADJUST TO GRADE
9. REMOVE AND RELOCATE EXISTING TREE/SHRUB
11. INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111–4.
12. PAINT CURB WHITE
13. REMOVE AND DISPOSE EXISITING CURB AND GUTTER
14. INSTALL RETAINING CURB (VARIABLE HIEGHT)

CONSTRUCTION NOTES (ONSITE)

3. CONSTRUCT 7" PCC WALKWAY PER SPPWC STD. PLAN NO. 112–2,113–2, AND DETAIL A ON CR00006
5. REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS
7. PROTECT IN PLACE
8. ADJUST TO GRADE
10. HANDRAILS – SEE ARCHITECTURAL PLANS
11. INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111–4.
14. INSTALL RETAINING CURB (VARIABLE HEIGHT)



SECTION A-A
STA 7+75 TO STA 8+90
NTS

10 5 0 10 20 30
SCALE: 1"=10'

CASC
Engineering and Consulting
1470 EAST COOLEY DRIVE
COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108
CITY BUSINESS LICENSE NO. 1005558
PREPARED UNDER THE SUPERVISION OF:
ANTHONY M. MISTRETTA R.C.E. NO. 082755
DATE 10/29/19

REGISTERED PROFESSIONAL ENGINEER
ANTHONY M. MISTRETTA
NO. C 082755
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

STREET DROP OFF & PEDESTRIAN WALK IMP. PLAN FOR METRO LINK HUB, NEW YORK ST. REDLANDS, CA 92373

PLAN AND SECTION

2313-ST 02/05

Underground Service Alert
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 I.D. NUMBER CALL UNDERGROUND SERVICE ALERT
TOLL FREE 1–800–227–2600
TWO WORKING DAYS BEFORE YOU DIG

BASIS OF BEARING

THE BEARING SHOWN HERON ARE BASED IN THE CENTERLINE OF ORIENTAL AVENUE AS SHOWN ON PARCEL MAP NO. 11197 FILED IN BOOK 140 AT PAGES 93–95 SAN BERNARDINO COUNTY RECORDS, BEING NORTH 89°43'43" EAST.

BENCHMARK

A 2" BRASS DISK ON TOP OF CURB, 1' EAST OF THE BCR AT THE NORTH EAST CORNER OF STATE STREET AND CENTER STREET, STAMPED "CITY OF REDLANDS BENCHMARK R–58"

ELEVATION = 1317.794'

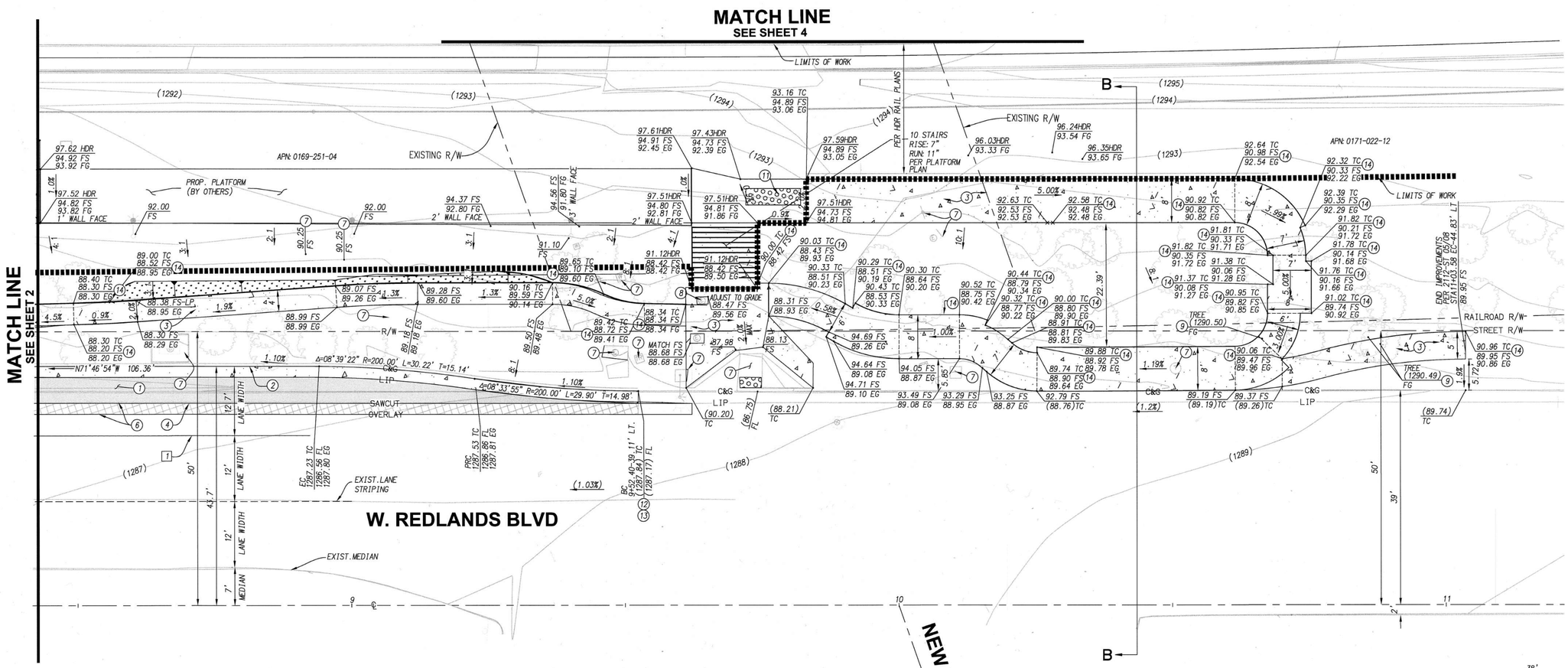
Esri
380 NEW YORK STREET
REDLANDS, CA 92373
(909) 793–2853

Letter	Description	Date	Initial	Initial

Revisions

Checked by: JB Date: 10-30-19
Checked by: EE Date: 10-30-19
Checked by: Date:
Checked by: Date:
REVIEWED BY: Date: 10-30-19
Mark Rynkiewicz, Civil Engineer RCE 56078
ACCEPTED BY: DATE: 10/31/19
Donald P. Young, One Stop Permit Center Mgr. RCE 49918
Sheet 2 of 5 Sheets

D:\1188-0168 NEW YORK STATION\ENGINEERING\PRECISE GRADING PLAN\1188-0168 PG_01-05.DWG, Last plotted by:Anthony Acosta Tuesday, October 29, 2019 4:18:12 PM



SECTION B-B
STA 9+55 TO STA 10+60
NTS

SCALE: 1"=10'

STRIPING NOTES

[1] PAINT 8" TYPE 38A CHANNELIZING LINE PER. CALTRANS STD. PLAN A20D. (WHITE)

CONSTRUCTION NOTES (ONSITE)

(1) CONSTRUCT A MINIMUM OF 0.30' AC PAVEMENT OVER 0.35' CLASS II BASE.(756 SF), (MATCH EXISTING)
(2) CONSTRUCT CURB AND GUTTER [A2-(8)200] PER SPPWC STD. NO. 120-2.
(3) CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CR00006
(4) SAWCUT EXISTING AC PAVEMENT
(5) REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS
(6) COLD PLANE AND OVERLAY (0.20' MIN.) EXISTING AC PAVEMENT
(7) PROTECT IN PLACE
(8) ADJUST TO GRADE
(9) REMOVE AND RELOCATE EXISTING TREE/SHRUB
(10) HANDRAILS - SEE ARCHITECTURAL PLANS
(11) INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.
(12) PAINT CURB WHITE
(13) REMOVE AND DISPOSE EXISITING CURB AND GUTTER
(14) INSTALL RETAINING CURB (VARIABLE HIEGHT)

CONSTRUCTION NOTES (OFFSITE)

(3) CONSTRUCT 7" PCC WALKWAY PER SPPWC STD. PLAN NO. 112-2,113-2, AND DETAIL A ON CR00006
(5) REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS
(7) PROTECT IN PLACE
(8) ADJUST TO GRADE
(10) HANDRAILS - SEE ARCHITECTURAL PLANS
(11) INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.
(14) INSTALL RETAINING CURB (VARIABLE HEIGHT)

Underground Service Alert
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TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

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BENCHMARK
A 2" BRASS DISK ON TOP OF CURB, 1' EAST OF THE BCR AT THE NORTH EAST CORNER OF STATE STREET AND CENTER STREET, STAMPED "CITY OF REDLANDS BENCHMARK R-58"
ELEVATION = 1317.794'

Esri
380 NEW YORK STREET
REDLANDS, CA 92373
(909) 793-2853

Letter	Description	Date	Initial	Initial

Revisions

CASC
Engineering and Consulting
1470 EAST COOLEY DRIVE
COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108
CITY BUSINESS LICENSE NO. 1005558

PREPARED UNDER THE SUPERVISION OF:
ANTHONY M. MISTRETTA R.C.E. NO. 082755
DATE: 10/29/19

REGISTERED PROFESSIONAL ENGINEER
ANTHONY M. MISTRETTA
NO. C 082755
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

STREET DROP OFF & PEDESTRIAN WALK IMP. PLAN FOR METRO LINK HUB, NEW YORK ST. REDLANDS, CA 92373

PLAN AND SECTION

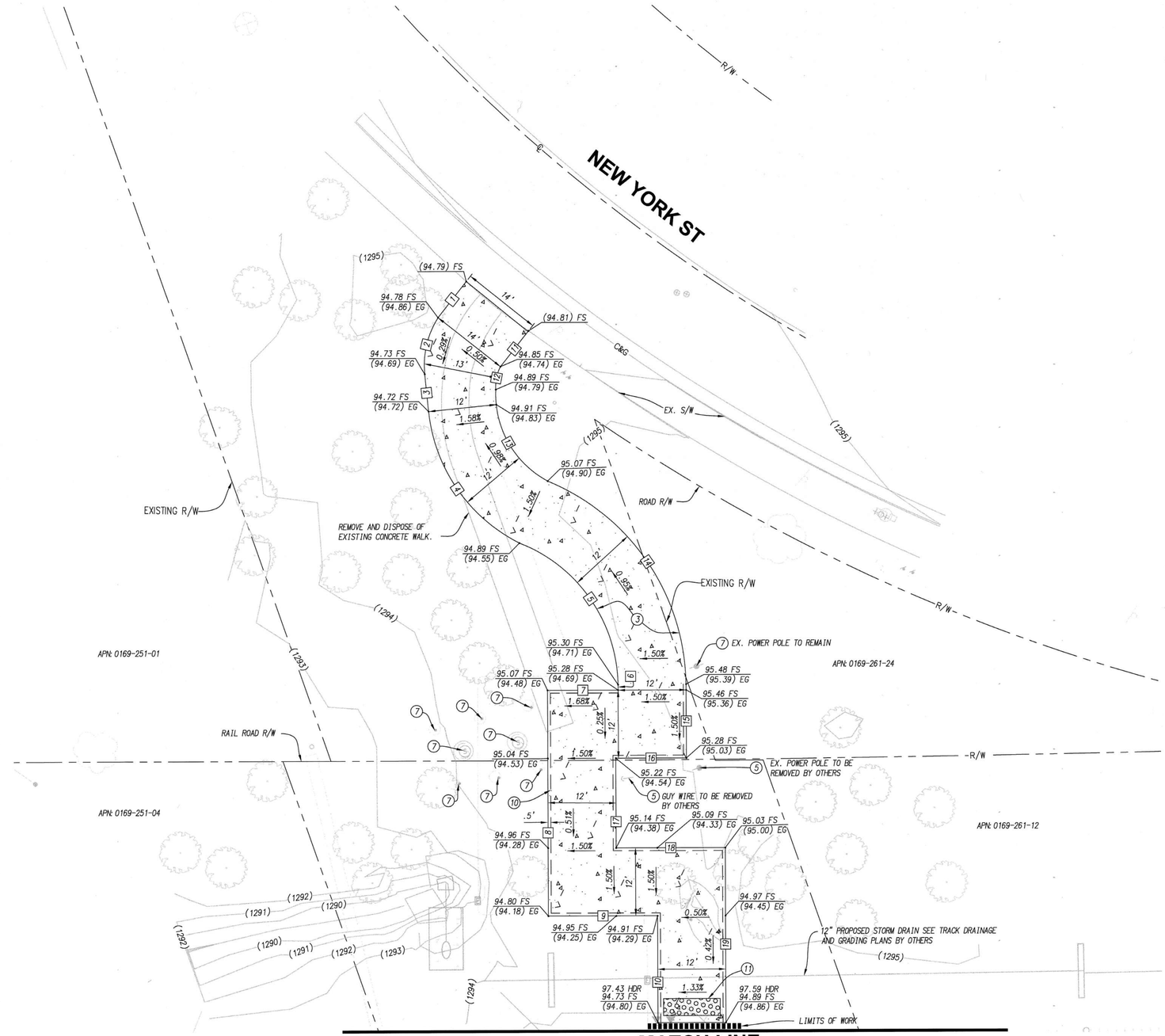
2313- ST 03/05

Checked by: JB Date: 10-30-19
Checked by: EE Date: 10-30-19
Checked by: Date:
Checked by: Date:

REVIEWED BY: Mark Rynkiewicz Date: 10-30-19
Mark Rynkiewicz, Civil Engineer RCE 56078
ACCEPTED BY: Donald P. Young DATE: 10/31/19
Donald P. Young, One Stop Permit Center Mgr. RCE 49918

Sheet 3 of 5 Sheets

O:\1188-0168 NEW YORK STATION\ENGINEERING\PRECISE GRADING PLAN\1188-0168 PG_01-05.DWG, Last plotted by:Anthony Acosta Tuesday, October 29, 2019 4:54:14 PM



MATCH LINE
SEE SHEET 3

LINE AND CURVE DATA				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N56°33'50"E	---	8.09'	
2	Δ=38°29'54"	15.58'	10.47'	5.44'
3	N12°27'42"E	---	6.61'	
4	Δ=57°24'24"	29.33'	29.38'	16.06'
5	Δ=68°00'06"	27.20'	32.28'	18.35'
6	N18°13'12"E	---	0.96'	
7	N71°46'48"W	---	12.46'	
8	N18°13'23"E	---	39.79'	
9	N71°46'36"W	---	19.26'	
10	N18°13'23"E	---	18.83'	
11	N56°33'50"E	---	8.09'	
12	Δ=30°12'36"	7.79'	4.11'	2.10'
13	Δ=64°39'46"	17.33'	19.56'	10.97'
14	Δ=67°05'05"	39.20'	45.90'	25.99'
15	N18°13'12"E	---	13.03'	
16	N71°46'48"W	---	12.46'	
17	N18°13'23"E	---	15.79'	
18	N71°46'36"W	---	19.26'	
19	N18°13'23"E	---	30.83'	

CONSTRUCTION NOTES (ONSITE)

(3) CONSTRUCT 7" PCC WALKWAY PER SPPWC STD. PLAN NO. 112-2,113-2, AND DETAIL A ON CR00006

(5) REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS

(7) PROTECT IN PLACE

(10) HANDRAILS - SEE ARCHITECTURAL PLANS

(11) INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.

(14) INSTALL RETAINING CURB (VARIABLE HEIGHT)

10 5 0 10 20 30

SCALE: 1"=10'

CASC
Engineering and Consulting
1470 EAST COOLEY DRIVE
COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108
CITY BUSINESS LICENSE NO. 1005558

PREPARED UNDER THE SUPERVISION OF:

ANTHONY M. MISTRETTA R.C.E. NO. 082755

DATE: 10/29/19

REGISTERED PROFESSIONAL ENGINEER
ANTHONY M. MISTRETTA
NO. C 082755
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

STREET DROP OFF & PEDESTRIAN WALK IMP. PLAN FOR METRO LINK HUB, NEW YORK ST. REDLANDS, CA 92373

PLAN

2313-ST 04/05

Checked by: JB
Date: 10-30-19
Checked by: EE
Date: 10-30-19
Checked by:
Date:
Checked by:
Date:

REVIEWED BY: Date: 10-30-19
Mark Rynkiewicz, Civil Engineer RCE 56078
ACCEPTED BY: Date: 10/31/19
Donald P. Young, One Stop Permit Center Mgr. RCE 49918

Sheet 4 of 5 Sheets

Underground Service Alert
SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A PERMIT TO EXCAVATE WILL BE VALID
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BASIS OF BEARING

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BENCHMARK

A 2" BRASS DISK ON TOP OF CURB, 1' EAST OF THE BCR AT THE NORTH EAST CORNER OF STATE STREET AND CENTER STREET, STAMPED "CITY OF REDLANDS BENCHMARK R-58"

ELEVATION = 1317.794'

Esri
380 NEW YORK STREET
REDLANDS, CA 92373
(909) 793-2853

Letter	Description	Date	Initial	Initial

Revisions

Q:\1188-0168 NEW YORK STATION\ENGINEERING\PRECISE GRADING PLAN\1188-0168 PG_01-05.DWG, last plotted by:Anthony Acosta Tuesday, October 29, 2019 4:27:03 PM

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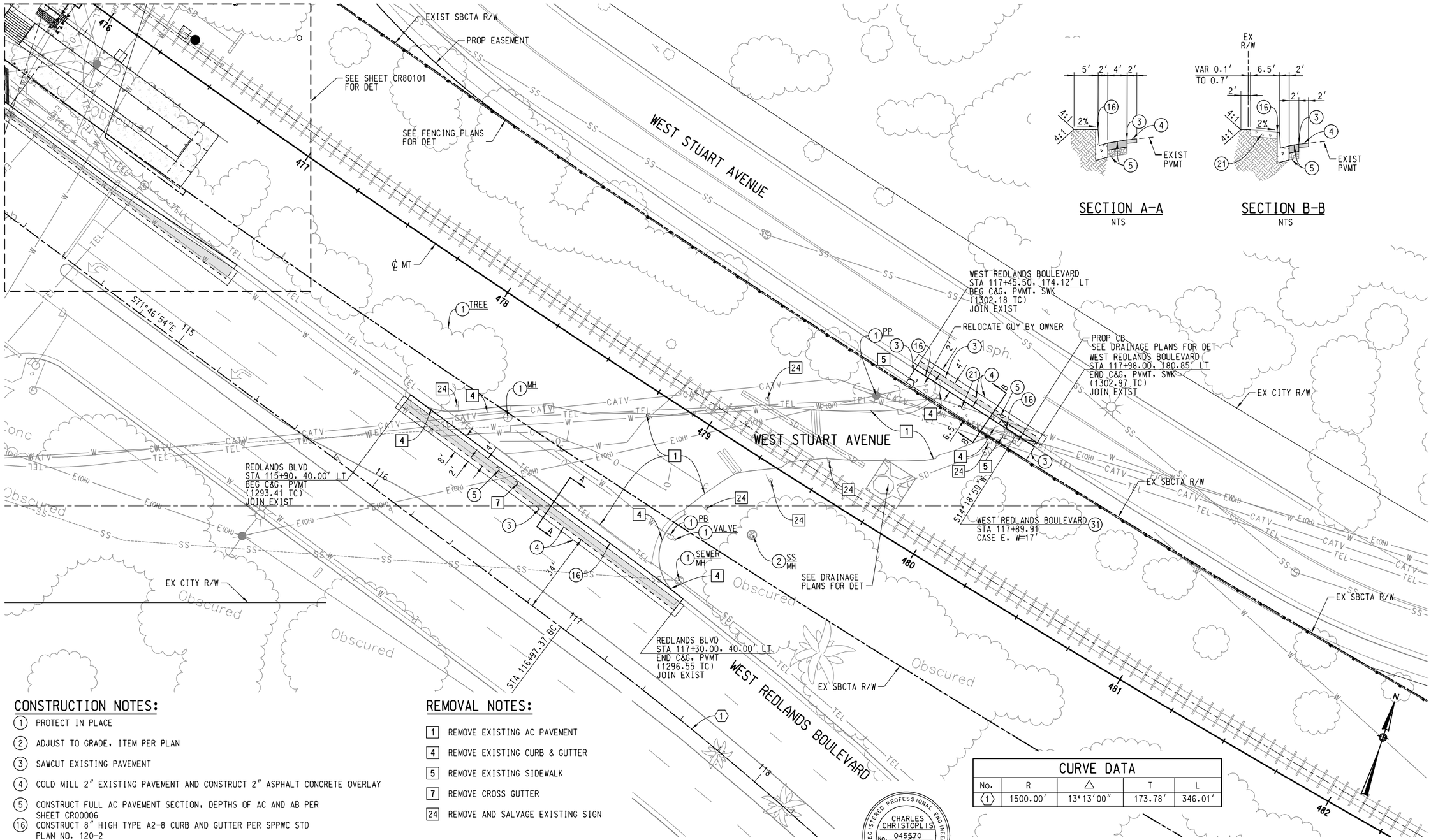

SECTION A-A
NTS

SECTION B-B
NTS

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
7. REMOVE CROSS GUTTER
24. REMOVE AND SALVAGE EXISTING SIGN

CURVE DATA

No.	R	Δ	T	L
1	1500.00'	13°13'00"	173.78'	346.01'

REGISTERED PROFESSIONAL ENGINEER CHARLES CHRISTOPLIS No. 045570 CIVIL STATE OF CALIFORNIA

20 0 20 40
SCALE: 1"=20'

DOT 027238J, CPUC 101 SG-64.88

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER JIANSHENG SONG No. 71849 Exp. 12/31/19 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST STUART AVENUE – MP 64.88 (8.15)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR82101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 3:21:42 PM KCARR
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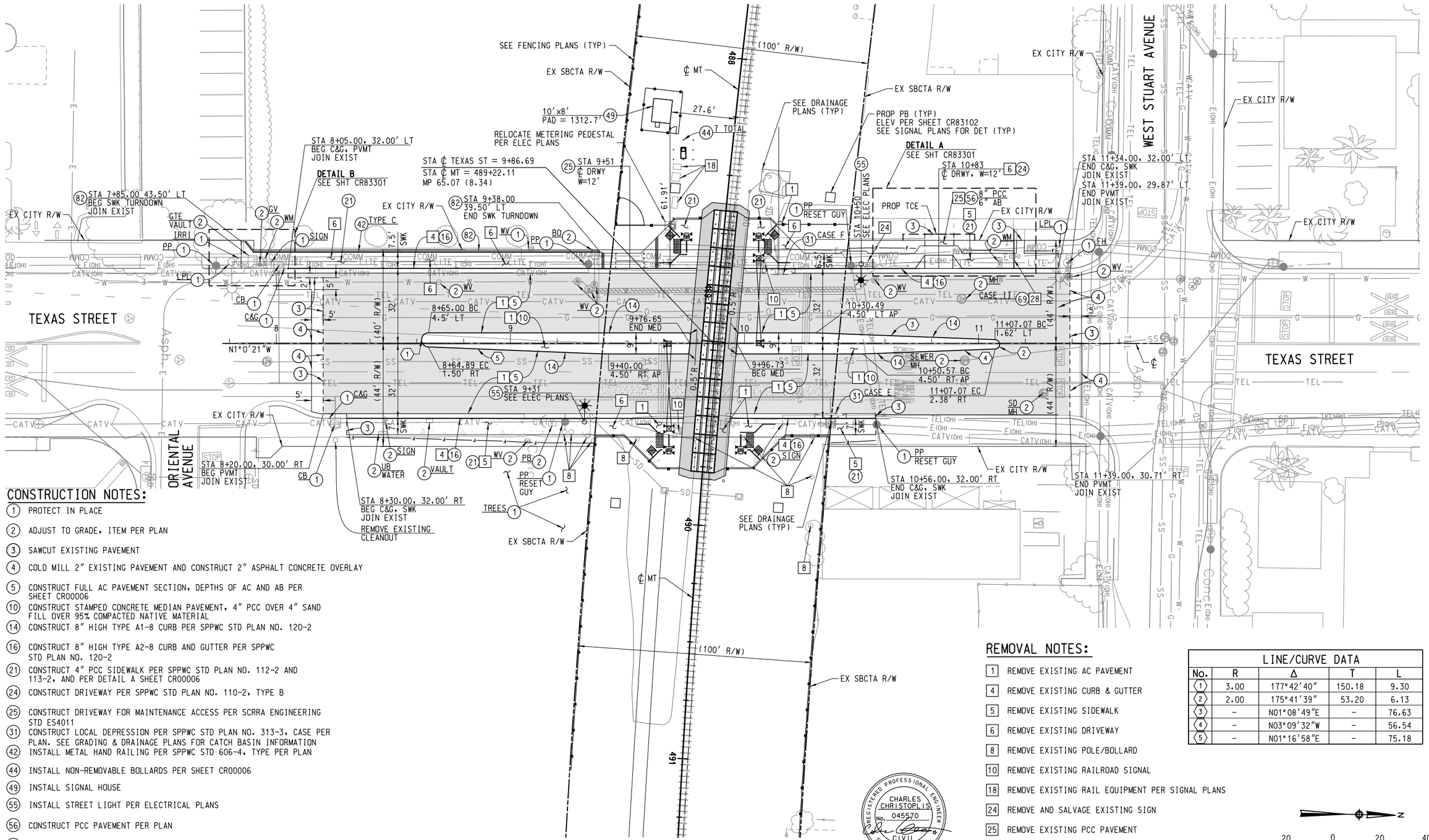

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
42. INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS
56. CONSTRUCT PCC PAVEMENT PER PLAN
69. INSTALL CURB DRAIN PER SPPWC STD PLAN NO.150-3, CASE PER PLAN
82. INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
25. REMOVE EXISTING PCC PAVEMENT
28. REMOVE EXISTING DRAINAGE PIPE

LINE/CURVE DATA				
No.	R	Δ	T	L
1	3.00	177°42'40"	150.18	9.30
2	2.00	175°41'39"	53.20	6.13
3	–	N01°08'49"E	–	76.63
4	–	N03°09'32"W	–	56.54
5	–	N01°16'58"E	–	75.18

DOT 027239R, CPUC 101 SG-65.07

SCALE: 1"=20'

REV.	DATE		BY	SUB	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER — CHARLES CHRISTOPLIS — No. 045570 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — WANSHENG SONG — No. 71849 Exp. 12/31/19 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STREET – MP 65.07 (8.34)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR83101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 3:46:00 PM KCARR
pw:\\pwappsac01\California_Sacramento\Documents\351426\CON0102831\0000000000268339\6.0_CAD_BIM\6.2_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions\Sheet Files - Construction Revisions\06a_CIVIL\ROADWAY\26495-06a_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions_PlotDRV\SANBAG_BW.tbl
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ORIENTAL AVENUE

WEST STUART AVENUE

NORTH EUREKA STREET

EX SBCTA R/W

EX CITY R/W

(50' R/W)

34'

(39.50' R/W)

SEE FENCING PLANS FOR DET (TYP)

RAILROAD ANTENNA
TOP = 1337.4'
14'x10'
PAD = 1337.4'

PROP EASEMENT

℄ EUREKA STREET = 9+89.12
STA ℄ MT = 504+34.97
MP 65.36 (8.63)

RELOCATE BLOWOFF PER UTIL PLANS

PROP SBCTA R/W

STA 10+32.34
℄ DRWY, W=12'

RELOCATE WATER AIR VAC
PER UTIL PLANS

PROP PB (TYP)
ELEV PER SHEET CR86102
SEE SIGNAL PLANS FOR DET (TYP)

SIGNAL HOUSE

RELOCATE METERING PEDESTAL
PER ELEC PLANS

BUSINESS SIGN

IRRI CONTROLLER

METERING PEDESTALS

TRAFFIC PB

PROP TCE

AIR VAC

TREE

STA 9+20.00, 32.00' LT
BEG C&G, SWK & PVMT
JOIN EXIST

STA 9+25.56 PCC
4.50' LT

9+79.11
END MED

IRRI BFP

STA 8+90.00, 5.50' LT
BEG PVMT
JOIN EXIST

SIGN

STA 8+95.80 PCC
0.61' RT
BEG MED

8+16.04 BC

STA 8+96.47 PRC
4.50' RT
BEG MED

N26°43'45"W

STA 8+90.00, 32.00' RT
BEG C&G, SWK & PVMT
JOIN EXIST

PROP TCE

PROP EASEMENT

℄ MT

EX SBCTA R/W

SEE TRACK PLANS FOR DET (TYP)

N89°44'56"E

SEE SITE STATION
PLANS FOR DETAILS

PROP EASEMENT
STA 10+70.00, 32.00' LT
END C&G, SWK & PVMT
JOIN EXIST

EX CITY R/W

STA 10+89.00
SEE ELEC PLANS
10+99.08 PRC
4.50' LT

10+07.94 PRC

STA 11+20.00, 5.50' LT
END PVMT
JOIN EXIST

STA 11+20.00, 5.50' RT
END PVMT
JOIN EXIST

STA 10+99.50 EC
0.54' LT

STA 10+88.48 EC
1.88' RT

STA 10+64.87 PRC
4.50' RT

9+99.13
BEG MED

PROP TCE

SEE STATION PLATFORM PLANS
FOR SWK DESIGN

PROP SBCTA R/W

SEE DRAINAGE PLANS FOR DET

SEE STATION PLATFORM PLANS
FOR SWK DESIGN

STA 10+70.00, 32.00' RT
END C&G, SWK & PVMT
JOIN EXIST

SIGN

EX CITY R/W

NORTH EUREKA STREET

12+27.69 PRC

CURVE DATA				
No.	R	Δ	T	L
1	2.00	160°30'18"	11.64	5.60
2	73.97	23°39'44"	15.50	30.55
3	2.00	167°49'42"	18.76	5.86
4	400.00	27°29'19"	97.84	191.91
5	1300.00	9°41'06"	110.13	219.74
6	900.00	11°50'52"	93.39	186.10
7	1304.50	2°52'16"	32.69	65.37
8	100.00	13°40'46"	11.99	23.88
9	1295.50	4°23'15"	49.63	99.21
10	404.50	7°37'51"	26.98	53.87
11	395.50	11°44'03"	40.64	81.00

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
9. REMOVE AND SALVAGE EXISTING STREET LIGHT
10. REMOVE EXISTING RAILROAD SIGNAL
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

CHARLES CHRISTOPLIS
No. 045570
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

N

20 0 20 40

SCALE: 1"=20'

DOT 027240K, CPUC 101 SG-65.36

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

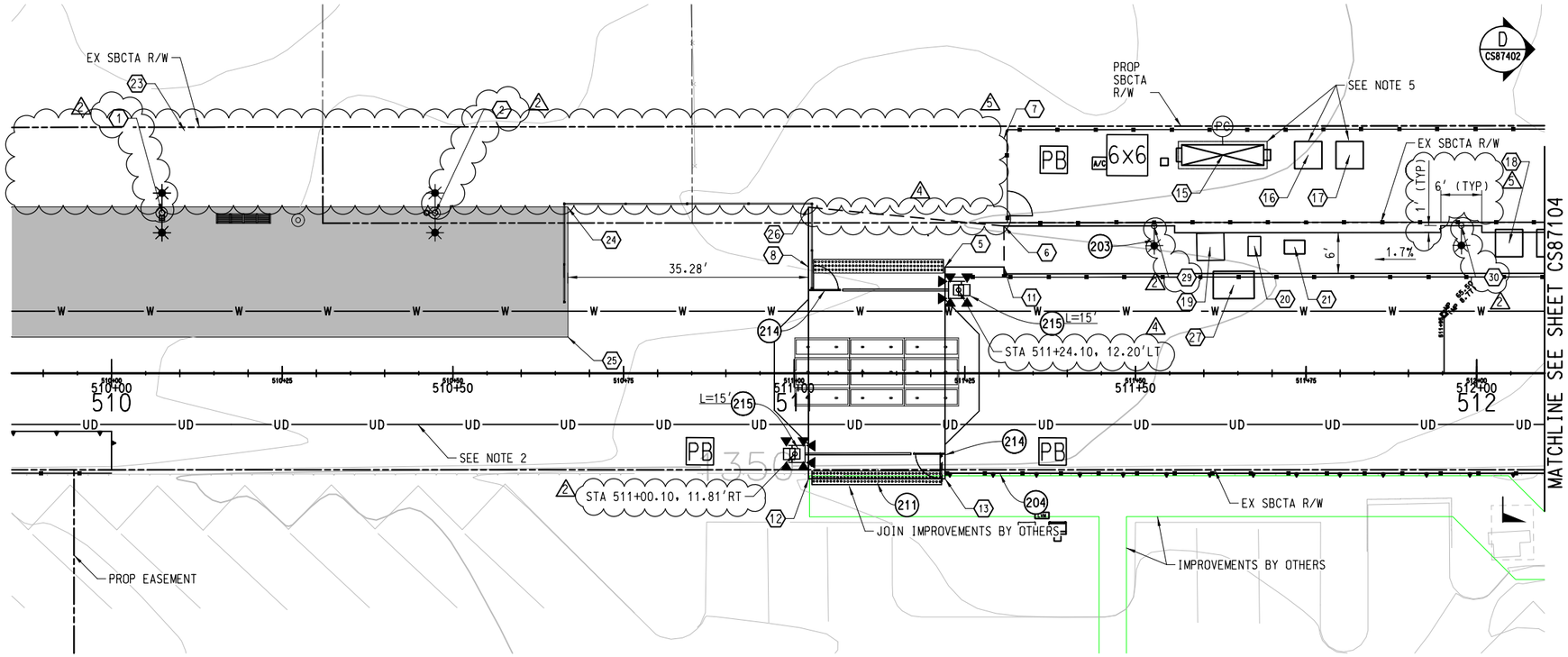
Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH EUREKA STREET – MP 65.36 (8.63)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR86101
REVISION | SHEET NO.
SCALE 1"=20'



	STA.	OFFSET		DESCRIPTION	ELEV
1	510+07.38	23.50	LT	LUMINAIRE	
2	510+47.38	23.50	LT	LUMINAIRE	
3	511+07.80	34.33	LT	LUMINAIRE	
4	511+02.10	34.31	LT	WALKWAY	1349.21 FS
5	511+22.10	15.56	LT	WALKWAY	1349.59 FS
6	511+30.72	21.57	LT	WALKWAY	1349.80 FS
7	511+30.72	34.31	LT	WALKWAY	1349.67 FS
8	511+02.10	15.56	LT	WALKWAY	1349.27 FS
9	510+66.82	34.34	LT	WALKWAY	1349.09 FS
10	511+30.72	24.33	LT	WALKWAY	1349.83 FS
11	511+19.83	15.57	LT	WALKWAY	1349.74 FS
12	511+02.10	15.44	RT	WALKWAY	1349.27 FS
13	511+22.10	15.44	RT	WALKWAY	1349.59 FS
15	511+62.78	31.97	LT	UTILITY	1350.29 FS
16	511+75.33	31.97	LT	UTILITY	1350.49 FS
17	511+81.37	31.97	LT	UTILITY	1350.52 FS
18	511+04.75	19.06	LT	* UTILITY	1351.03 FS
19	511+60.97	18.50	LT	* UTILITY	1350.29 FS
20	511+67.34	18.62	LT	* UTILITY	1350.38 FS
21	511+73.72	18.45	LT	* UTILITY	1350.49 FS
22	510+18.52	32.33	LT	STORMDRAIN	1343.80 INV
23	510+10.68	35.55	LT	GATE	1347.58 FS
24	510+66.82	24.33	LT	PLATFORM	1349.19 FS
25	510+66.82	5.33	LT	WALKWAY/PLATFORM	1349.38 FS
26	511+02.10	24.33	LT	WALKWAY	1349.31 FS
27	511+64.40	12.56	LT	WALKWAY	1350.20 FS
28	510+27.21	32.30	LT	* STORMDRAIN	1346.00 INV
29	511+52.74	21.89	LT	LUMINAIRE	
30	511+97.74	21.64	LT	LUMINAIRE	

* FLUSH TO SIDEWALK

CONSTRUCTION NOTES:

(203) LIGHTING - SEE ELECTRICAL

(204) RETAINING WALL - SEE STRUCTURAL PLANS

(211) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME PER SCRRA ES3203)

(214) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD 4002, LAYOUT PER PLAN

(215) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN

(223) CONST. 8" PLASTIC STORM DRAIN

(226) INSTALL NDS 1200 NGB CATCH BASIN OR EQUIVALENT

GENERAL NOTES:

1. DMU PLATFORM INTENDED FOR USE BY RPRP
2. FOR TRACK & OFFSITE STORM DRAIN IMPROVEMENTS SEE TRACK GRADING AND DRAINAGE PLANS
3. FOR SIGNAL IMPROVEMENTS SEE SIGNALS PLANS
4. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
5. FOR COMMUNICATIONS UTILITIES SEE COMMUNICATIONS PLANS

N

10 0 10 20

SCALE: 1"=10'

REV.	DATE		BY	SUB.	APP.
5	01-24-20	DCN 09 CHANGES REQUESTED BY ESRI	TJ		AS
4	01-15-20	RFI 0371	TJ		AS
3	12-05-19	RFI 0324	TJ		AS
2	09-06-19	RFI 0186	TJ		AS
1	08-02-19	DCN 01 - DRAINAGE INFO	TJ		AS
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY L. HERNANDEZ
DRAWN BY J.K. ANDRES
CHECKED BY A. SHAH
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
THOMAS B. JACQUES
No. C63769
Exp. 9-30-2020
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

DOWNTOWN REDLANDS
SITE PLAN
SHEET 1 OF 2

CONTRACT NO. 17-1001705
DRAWING NO. CS87103
REVISION | SHEET NO.
SCALE 1"=10'

3/5/2020 9:37:22 AM USER = TJACQUES
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Plot Stamp
Table Ver
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8/7/2019
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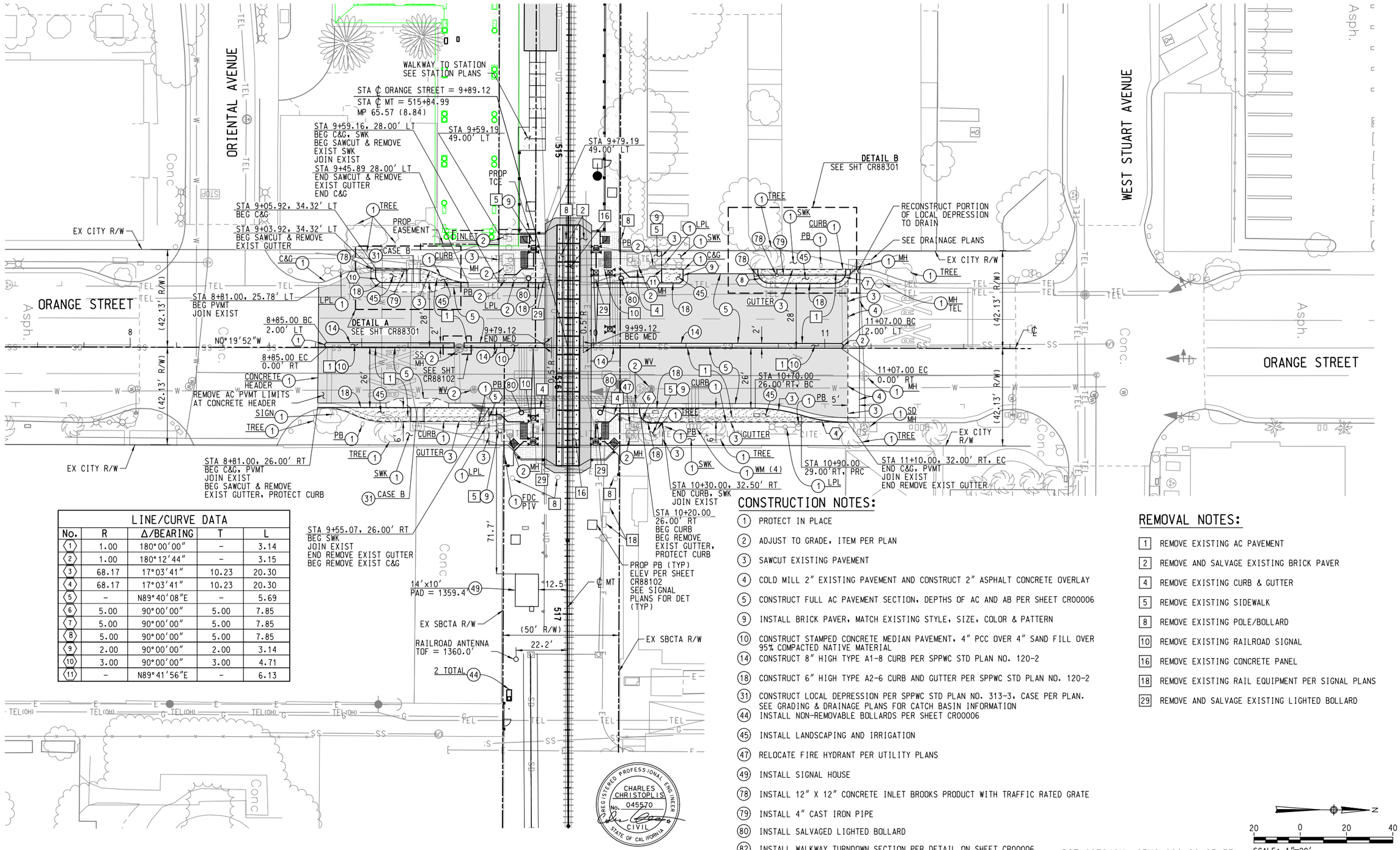

LINE/CURVE DATA				
No.	R	Δ/BEARING	T	L
1	1.00	180°00'00"	-	3.14
2	1.00	180°12'44"	-	3.15
3	68.17	17°03'41"	10.23	20.30
4	68.17	17°03'41"	10.23	20.30
5	-	N89°40'08"E	-	5.69
6	5.00	90°00'00"	5.00	7.85
7	5.00	90°00'00"	5.00	7.85
8	5.00	90°00'00"	5.00	7.85
9	2.00	90°00'00"	2.00	3.14
10	3.00	90°00'00"	3.00	4.71
11	-	N89°41'56"E	-	6.13

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
9. INSTALL BRICK PAVER, MATCH EXISTING STYLE, SIZE, COLOR & PATTERN
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
18. CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
45. INSTALL LANDSCAPING AND IRRIGATION
47. RELOCATE FIRE HYDRANT PER UTILITY PLANS
49. INSTALL SIGNAL HOUSE
78. INSTALL 12" X 12" CONCRETE INLET BROOKS PRODUCT WITH TRAFFIC RATED GRATE
79. INSTALL 4" CAST IRON PIPE
80. INSTALL SALVAGED LIGHTED BOLLARD
82. INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
2. REMOVE AND SALVAGE EXISTING BRICK PAVER
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
29. REMOVE AND SALVAGE EXISTING LIGHTED BOLLARD

CHARLES CHRISTOPLIS
No. 045570
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

N
20 0 20 40
SCALE: 1"=20'

DOT 027242Y, CPUC 101 SG-65.57

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

JIANHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ORANGE STREET – MP 65.57 (8.84)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR88101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 4:22:36 PM KCARR
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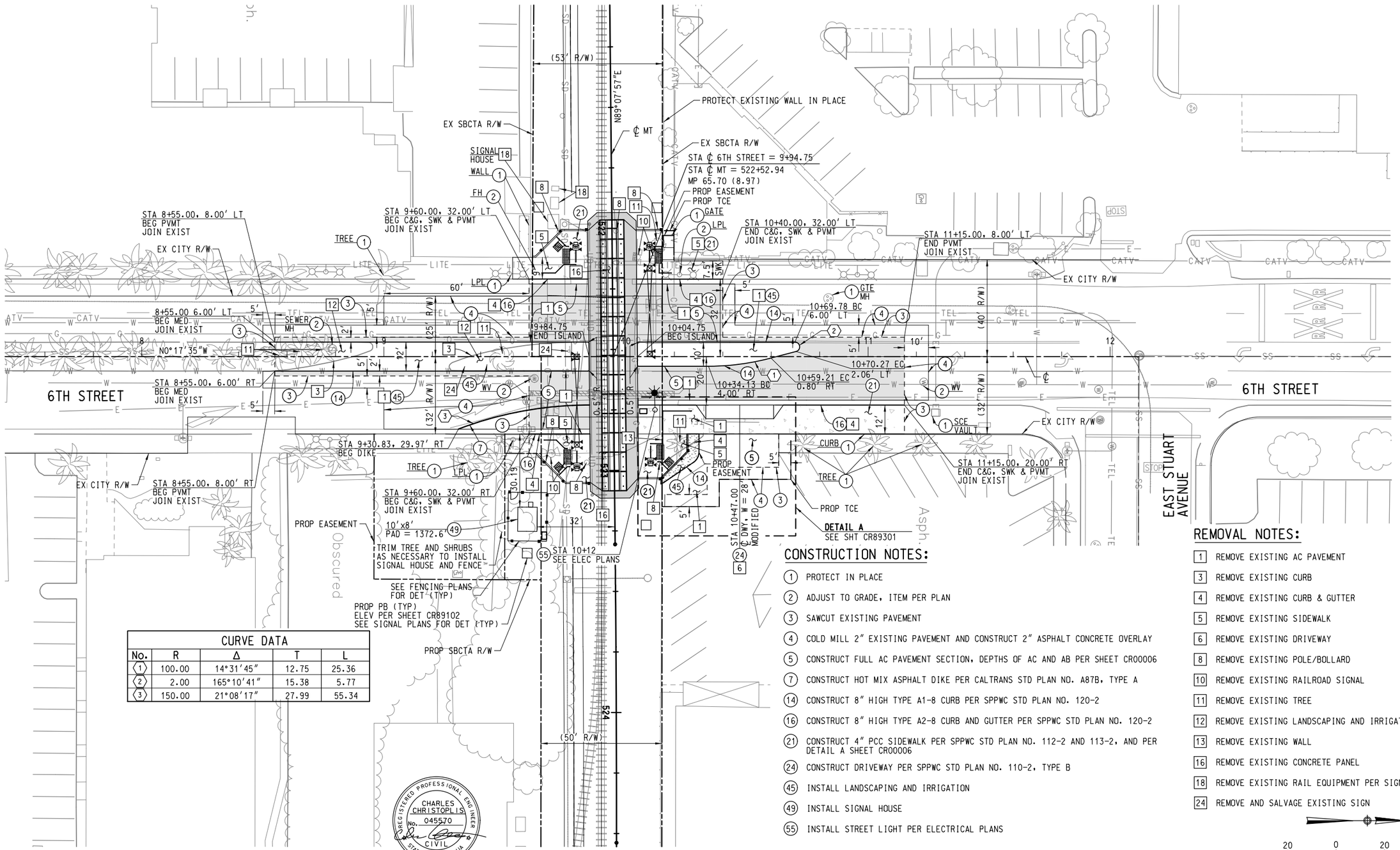

CURVE DATA				
No.	R	Δ	T	L
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2	2.00	165°10'41"	15.38	5.77
3	150.00	21°08'17"	27.99	55.34

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
7. CONSTRUCT HOT MIX ASPHALT DIKE PER CALTRANS STD PLAN NO. A87B, TYPE A
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
45. INSTALL LANDSCAPING AND IRRIGATION
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
13. REMOVE EXISTING WALL
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

N

20 0 20 40
SCALE: 1"=20'

DOT 027245U, CPUC 101 SG-65.70

CHARLES CHRISTOPLIS No. 045570 REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

WANSHENG SONG No. 71849 Exp. 12/31/19 REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET – MP 65.70 (8.97)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR89101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 4:47:11 PM KCARR
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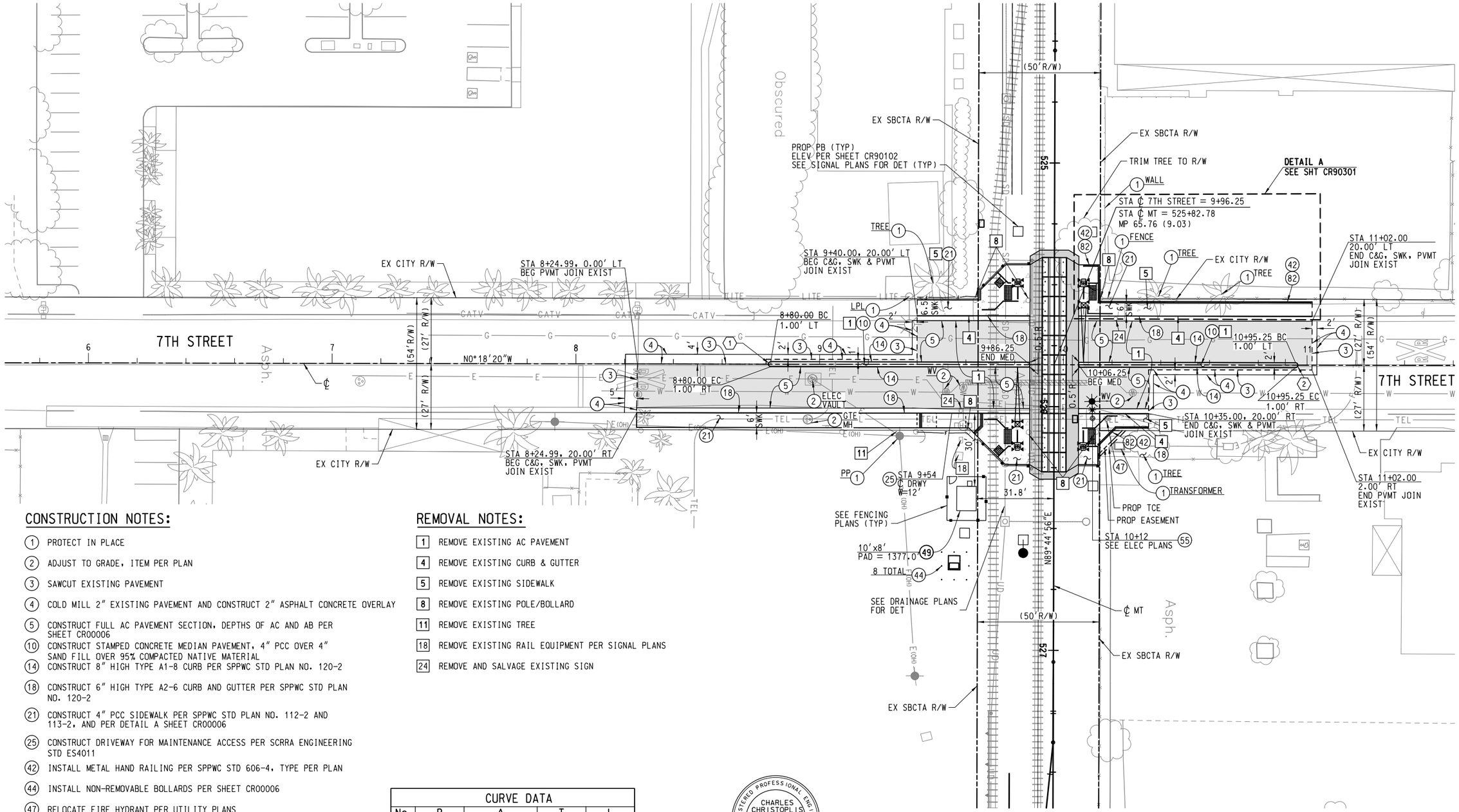


CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(2) ADJUST TO GRADE, ITEM PER PLAN

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(18) CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

(25) CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011

(42) INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN

(44) INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006

(47) RELOCATE FIRE HYDRANT PER UTILITY PLANS

(49) INSTALL SIGNAL HOUSE

(55) INSTALL STREET LIGHT PER ELECTRICAL PLANS

(82) INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT

[4] REMOVE EXISTING CURB & GUTTER

[5] REMOVE EXISTING SIDEWALK

[8] REMOVE EXISTING POLE/BOLLARD

[11] REMOVE EXISTING TREE

[18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

[24] REMOVE AND SALVAGE EXISTING SIGN

CURVE DATA				
No.	R	Δ	T	L
1	1.00	179°41'40"	374.87	3.14
2	1.00	179°41'40"	374.87	3.14

REGISTERED PROFESSIONAL ENGINEER — CHARLES CHRISTOPLIS — No. 045570 — CIVIL — STATE OF CALIFORNIA

20 0 20 40
SCALE: 1"=20'

DOT 027246B, CPUC 101 SG-65.76

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

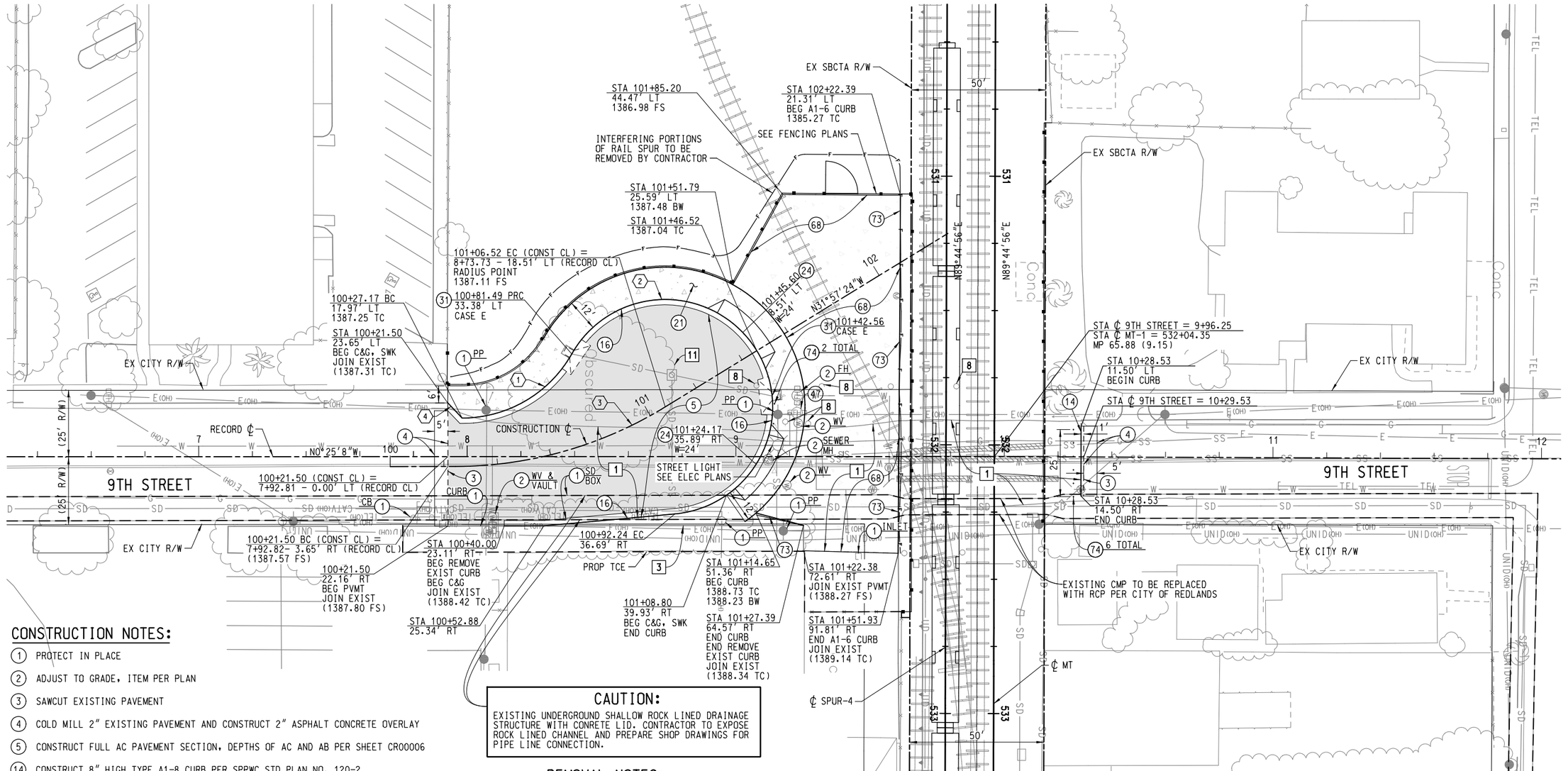
Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER — JIANHENG SONG — No. 71849 Exp. 12/31/19 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

STREET IMPROVEMENT
7TH STREET – MP 65.76 (9.03)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR90101
REVISION | SHEET NO.
SCALE 1"=20'



CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
47. RELOCATE FIRE HYDRANT PER UTILITY PLANS
68. CONSTRUCT 6" PCC PAVEMENT
73. CONSTRUCT 6" HIGH TYPE A1-6 CURB PER SPPWC STD PLAN NO. 120-2
74. INSTALL BOLLARD PER QUICK CRETE PLAN NO. QR-13B PAINTED RAL6002 AT 5FT SPACING OFF CENTER

CAUTION:

EXISTING UNDERGROUND SHALLOW ROCK LINED DRAINAGE STRUCTURE WITH CONRETE LID. CONTRACTOR TO EXPOSE ROCK LINED CHANNEL AND PREPARE SHOP DRAWINGS FOR PIPE LINE CONNECTION.

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
8. REMOVE EXISTING POLE/BOLLARD
11. REMOVE EXISTING TREE

CURVE/LINE DATA				
No.	R	Δ	T	L
1	47.00'	60°22'46"	27.34'	49.53'
2	40.00'	235°17'27"	76.37'	164.26'
3	150.00'	31°25'26"	42.20'	82.27'
4	–	N46°11'15"E	–	7.77'

CHARLES CHRISTOPLIS
No. 045570
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

DOT 027247H, CPUC 101 SG-65.88

REV.	DATE		BY	SUB.	APP.
1	08-31-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Michael Pool, Assistant City Engineer, R.C.E 49585

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

STREET IMPROVEMENT
9TH STREET – MP 65.88 (9.15)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR91101
REVISION | SHEET NO.
SCALE 1"=20'

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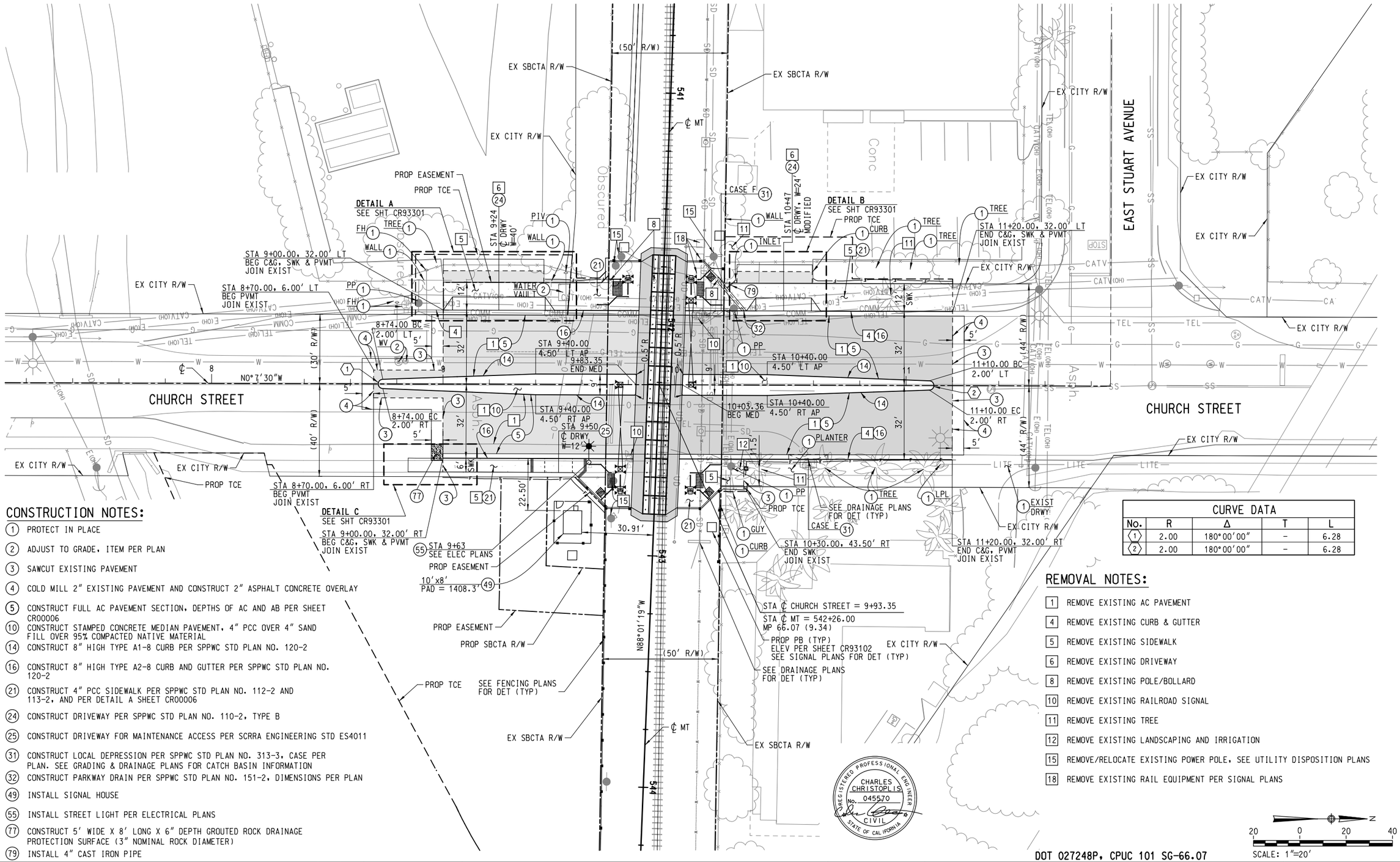


CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
32. CONSTRUCT PARKWAY DRAIN PER SPPWC STD PLAN NO. 151-2, DIMENSIONS PER PLAN
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS
77. CONSTRUCT 5' WIDE X 8' LONG X 6" DEPTH GROUTED ROCK DRAINAGE PROTECTION SURFACE (3" NOMINAL ROCK DIAMETER)
79. INSTALL 4" CAST IRON PIPE

CURVE DATA

No.	R	Δ	T	L
1	2.00	180°00'00"	-	6.28
2	2.00	180°00'00"	-	6.28

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

REGISTERED PROFESSIONAL ENGINEER CHARLES CHRISTOPLIS No. 045570 CIVIL STATE OF CALIFORNIA

SCALE: 1"=20'

DOT 027248P, CPUC 101 SG-66.07

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

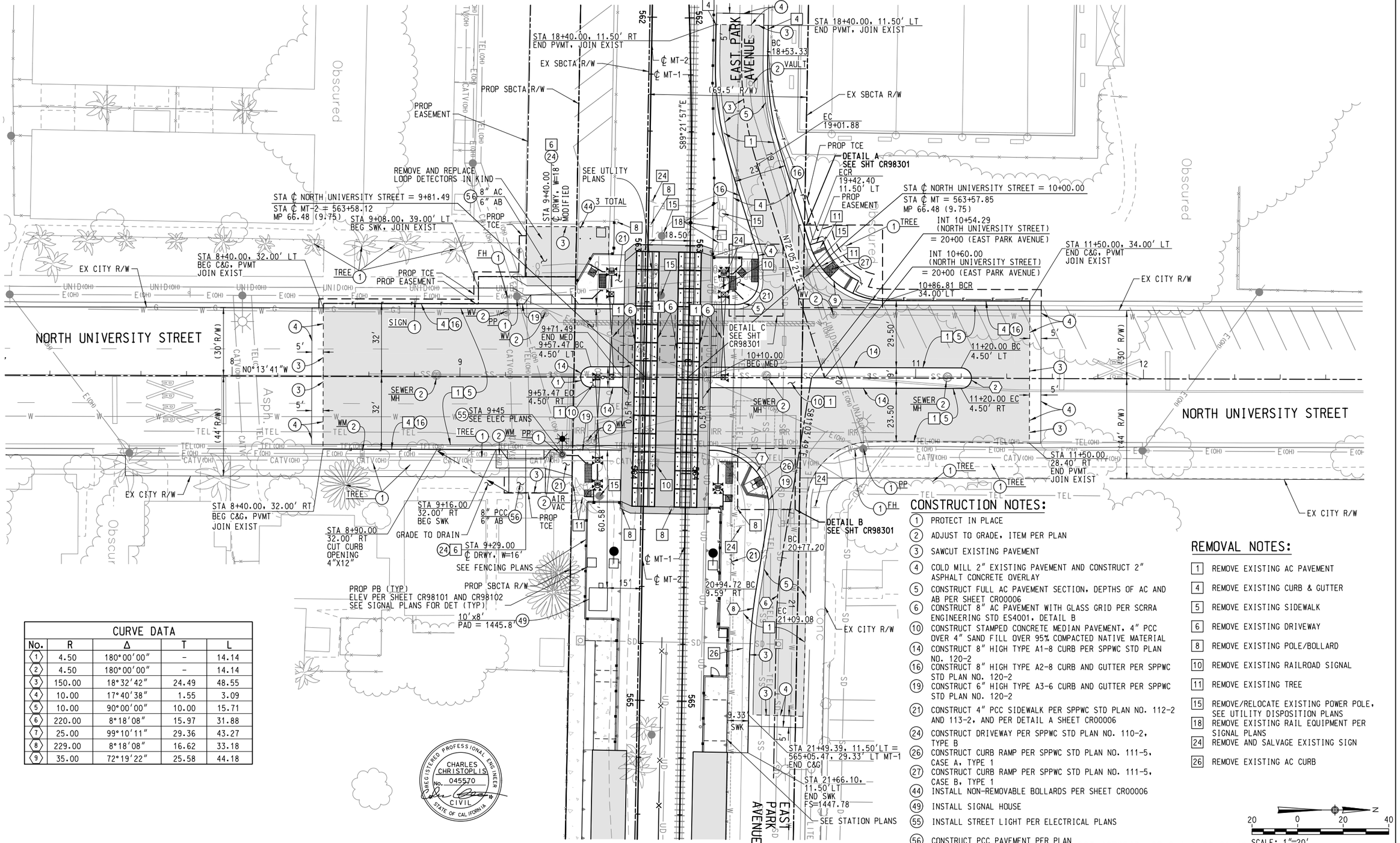
1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER JINSHENG SONG No. 71849 Exp. 12/31/19 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET – MP 66.07 (9.34)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR93101
REVISION
SHEET NO.
SCALE 1"=20'



CURVE DATA				
No.	R	Δ	T	L
1	4.50	180°00'00"	-	14.14
2	4.50	180°00'00"	-	14.14
3	150.00	18°32'42"	24.49	48.55
4	10.00	17°40'38"	1.55	3.09
5	10.00	90°00'00"	10.00	15.71
6	220.00	8°18'08"	15.97	31.88
7	25.00	99°10'11"	29.36	43.27
8	229.00	8°18'08"	16.62	33.18
9	35.00	72°19'22"	25.58	44.18

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
6. CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
19. CONSTRUCT 6" HIGH TYPE A3-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
26. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
27. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE B, TYPE 1
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS
56. CONSTRUCT PCC PAVEMENT PER PLAN

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
26. REMOVE EXISTING AC CURB

20 0 20 40
SCALE: 1"=20'

DOT 027250R, CPUC 101 SG-66.48

CHARLES CHRISTOPLIS
No. 045570
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

REV.	DATE		BY	SUB	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
N. UNIVERSITY STREET – MP 66.48 (9.75)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR98101
REVISION | SHEET NO.
SCALE 1"=20'

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Exhibit B – Preliminary Quiet Zone Risk Index Calculations

San Gabriel (formerly Redlands) Subdivision

Southern California Regional Rail Authority

Notice of Intent to Create New Quiet Zone

Draft Quiet Zone Risk Index Calculation **QZ Name: RPRP Draft Quiet Zone Report**

FRA Crossing #	CPUC Crossing #	MP	Street	PRE SSM	SSM	Risk Index	Risk Index (with closure redistribution)	Proposed Improvements	ASM/MSSM Effectiveness Rate	Risk Index with improvements
027231L	101 SG-63.00 (002U-6.30)	63.00 (6.3)	California Street			167,829.51	167,829.51	Modify existing 100'+ median to the south and modify approx. 50' of existing 100' median to the north, driveways w/in 20', add 3quad gates, Presignal traffic signal preemption. MSSM Partial Risk Reduction for exit gates with 100' median on south side and 50' median modification on north side.	0.66	57,062.03
027232T	101 SG-63.50 (002U-6.80)	63.50 (6.8)	Nevada Street			90,723.59	90,723.59	add 100' medians, driveway approx. 40' upstream from gate, protected by median and warning gate on approach.	0.8	18,144.72
027233A	101 SG-64.02 (002U-7.30)	64.02 (7.3)	Alabama Street			161,083.20	161,083.20	100' medians, downstream driveways adjacent to the crossing and warning device location on both crossing exits. Upstream driveway within 60'.		161,083.20
027234G	101 SG-64.20 (002U-7.40)	64.20 (7.4)	Colton Avenue			108,777.76	108,777.76	Add 3 quad gates, modify medians, traffic signal preemption, Redlands Blvd w/in 60'. MSSM Reduction for exit gates on south side and 100' median modification on north side.	0.785	23,387.22
027235N	101 SG-64.55 (002U-7.80)	64.55 (7.8)	Tennessee Street			154,190.82	154,190.82	Add raised medians, traffic signal preemption, Redlands Blvd and driveway approx. 20' from crossing.		154,190.82
027237C	101 SG-64.82 (002U-8.10)	64.82 (8.1)	New York Street			318.63	318.63	Existing Closed Crossing, convert to new pedestrian crossing with active gates all quadrants		318.63
027238J	101 SG-64.88 (002U-8.20)	64.88 (8.2)	Stuart Avenue		2	17,958.74	0.00	Close Crossing, remove pavement extend curb on Redlands and Stuart. Risk redistributed to adjacent crossings.		0.00
027239R	101 SG-65.07 (002U-8.40)	65.07 (8.4)	Texas Street		13	118,332.11	119,363.94	add 100' raised medians, sidewalk/pedestrian and driveway modifications		23,872.79
027240K	101 SG-65.36 (002U-8.60)	65.36 (8.6)	Eureka Street			130,651.71	130,651.71	modify medians to min. 100', downstream driveway at 70'	0.8	26,130.34
027242Y	101 SG-65.57 (002U-8.80)	65.57 (8.8)	Orange Street			138,136.37	138,136.37	105' and 95' medians, traffic signal preemption, upstream driveway at 30', Oriental Avenue at 95'	0.8	27,627.27
027245U	101 SG-65.70 (002U-9.00)	65.70 (9.0)	6th Street			96,417.80	96,417.80	Add 65' and 100'+ medians, upstream and downstream driveways at 30' and 50'		96,417.80
027246B	101 SG-65.76 (002U-9.10)	65.76 (9.1)	7th Street			26,055.58	28,916.45	Add 105' and 95' medians, downstream driveways at 30' and 60'		28,916.45
027247H	101 SG-65.88 (002U-9.20)	65.88 (9.2)	9th Street		2	24,134.37	0.00	Close crossing create cul-de-sac add barricades. Risk redistributed to adjacent crossings.		0.00
027248P	101 SG-66.07 (002U-9.30)	66.07 (9.3)	Church Street			73,539.53	74,671.62	Add 110' medians, upstream driveway at 20' and downstream driveways at 40' on south side. MSSM Partial Reduction for downstream driveway at 40' in southwest quadrant.	0.68	23,894.92
027250R	101 SG-66.48 (002U-9.80)	66.48 (9.8)	University Street			68,092.97	68,092.97	Add 18' and 115' medians, 3-Quad gates, Park Ave and driveway w/in 20' on north side of crossing. MSSM Partial Reduction for exit gates on south side of crossing and for downstream roadway at 20' in northeast quadrant.	0.625	25,534.86
									Risk Index with Horns (RIWH)	**55,005.71**
									Quiet Zone Risk Index (QZRI)	**44,438.74** **PASS**

LEGEND:

Risk Index from FRA Quiet Zone Calculator

Proposed ASM/MSSM Effectiveness Rate

SSM 2 - Permanent Closure (1.0 effectiveness rate)
SSM 13 - Medians (0.8 effectiveness rate)
SSM 10 - 4 Quad Gates (0.77 effectiveness rate)
SSM 11 - 4 Quad Gates with Medians (0.92 effectiveness rate)

DRAFT

EXHIBIT D-1

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

SCRRA Form 6 - Right of Entry Agreement &
SCRRA Insurance Requirements

Exhibit D-1

Please refer to the current SCRRA Form 6 – Right of Entry Agreement & SCRRA Insurance Requirements posted on Metrolink's website using the following links:

SCRRA Form 6 - Right of Entry Agreement

https://metrolinktrains.com/globalassets/about/engineering/scrra-form-no-6-september-2-2021.pdf

EXHIBIT D-2

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

SCRRA Form 37 - Rules and Requirements for Construction on Railway Property

Exhibit D-2

Please refer to the current SCRRA Form 37 – Rules and Requirements for Construction on Railway Property posted on Metrolink's website using the following links:

SCRRA Form 37 - Rules and Requirements for Construction on Railway Property

https://metrolinktrains.com/globalassets/about/engineering/scrra_form_no_37.pdf

EXHIBIT D-3

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

SCRRA General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property

Exhibit D-3

Please refer to the current SCRRA General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property posted on Metrolink's website using the following links:

SCRRA General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property

https://metrolinktrains.com/globalassets/about/engineering/rules_regulations_third_party_contractors.pdf

EXHIBIT D-4

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

SCRRA Highway - Rail Grade Crossing Manual

Exhibit D-4

Please refer to the current SCRRA Highway – Rail Grade Crossing Manual posted on Metrolink's website using the following links:

SCRRA Highway - Rail Grade Crossing Manual

https://metrolinktrains.com/globalassets/about/engineering/scrra_grade_crossing_manual.pdf

EXHIBIT D-5

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

SCRRA Design Criteria Manual - Section 25 Quiet Zone Implementation

Exhibit D-5

Please refer to the current SCRRA Quiet Zone implementation guidelines and procedures included in the SCRRA Design Criteria Manual posted on Metrolink's website using the following links:

SCRRA Design Criteria Manual – Section 25 Quiet Zone Implementation

https://metrolinktrains.com/globalassets/about/engineering/scrra_design_criteria_manual.pdf

EXHIBIT C-1

To Maintenance Agreement

for

All At-Grade Crossings within MP 63.02 to 66.48 of the San Gabriel Subdivision

Quiet Zone Notice of Intent

CERTIFIED MAIL RETURN RECEIPT REQUESTED
Distribution is indicated in Section 5 herein

Date: August 24, 2020

Subject: City of Redlands, California
Southern California Regional Rail Authority (SCRRA) –
San Gabriel (formerly Redlands) Subdivision Quiet Zone

NOTICE OF INTENT TO CREATE NEW QUIET ZONE(S)

Notice is hereby provided that the City of Redlands, California, (City) intends to create New 24-hour Quiet Zone in accordance with the regulatory provisions contained in Title 49 of the Code of Federal Regulations, Parts 222 and 229 *Use of Locomotive Horns at Highway-Rail Grade Crossings; Final Rule* (Final Rule). The routine sounding of train horns at crossings will be restricted within the quiet zone.

A party receiving this Notice of Intent (NOI) may submit information or comments about the proposed quiet zone to the City during the 60 days following the date of this letter. However, this comment period will terminate if all of the parties either submit comments or signed statements that they do not have any comments due to their continuous participation in the process of developing this quiet zone.

SECTION 1 – AFFECTED HIGHWAY-RAIL CROSSINGS

Fifteen (15) existing public highway-rail at-grade crossings are located within the proposed quiet zone as indicated on Table 1. All crossings are located within the City of Redlands, in San Bernardino County, CA. All affected streets are under the jurisdiction of the City (see details in Table 1). The private highway-rail crossing at Wyatt's Paint and Body, just east of Tennessee Street in Redlands located within the proposed quiet zone, has been closed. There are no existing pedestrian-exclusive rail at-grade crossings, however there is one (1) proposed new pedestrian-exclusive rail at-grade crossing planned at the new Downtown Redlands Station that will be owned and maintained by the San Bernardino County Transportation Authority (SBCTA), and one (1) proposed new conversion to pedestrian-exclusive rail at-grade crossing planned at New York Street within New York Station, within the proposed quiet zone.

Table 1: Crossings within the Proposed Quiet Zone

US Dot No.	Mile Post	Crossing	Jurisdiction
027231L	101 SG-63.00 (002U-6.30)	California Street	Redlands
027232T	101 SG-63.50 (002U-6.80)	Nevada Street	Redlands
027233A	101 SG-64.02 (002U-7.30)	Alabama Street	Redlands
027234G	101 SG-64.20 (002U-7.40)	Colton Avenue	Redlands
027235N	101 SG-64.55 (002U-7.80)	Tennessee Street	Redlands
027236V	002U-7.92	Wyatt's Paint and Body (Private - Closed)	Wyatt's Paint and Body
027237C	101 SG-64.82 (002U-8.10)	New York Street (Proposed Conversion to Ped Only)	Redlands
027238J	101 SG-64.88 (002U-8.20)	W Stuart Avenue	Redlands
027239R	101 SG-65.07 (002U-8.40)	Texas Street	Redlands
027240K	101 SG-65.36 (002U-8.60)	Eureka Street	Redlands
933892D	101SG-65.48 (002U-8.6)	Downtown Redlands Station (New Proposed Ped Only)	SBCTA/Redlands
027242Y	101 SG-65.57 (002U-8.80)	Orange Street	Redlands
027245U	101 SG-65.70 (002U-9.00)	6th Street	Redlands
027246B	101 SG-65.76 (002U-9.10)	7th Street	Redlands
027247H	101 SG-65.88 (002U-9.20)	9th Street	Redlands
027248P	101 SG-66.07 (002U-9.30)	Church Street	Redlands
027250R	101 SG-66.48 (002U-9.80)	University Street	Redlands

The following railroads currently, or are proposed to, operate over the proposed quiet zone:

- Southern California Regional Rail Authority (SCRRA)
- BNSF Railway (BNSF)
- Redlands Passenger Rail Service (Future Service)

SECTION 2 – TIME RESTRICTION

The routine sounding of horns will be restricted twenty-four (24) hours a day, seven (7) days a week.

SECTION 3 – PROPOSED IMPROVEMENTS

The improvements are described and shown in detail on the design plans (attached herein as Exhibit A).

The quiet zone is proposed to be established based upon the regulatory provision described under 49 CFR §222.39(b). Supplemental Safety Measures (SSMs) and Modified Supplemental Safety Measures (MSSMs) are proposed to be implemented at selected crossing sufficient to reduce the

Quiet Zone Risk Index to a level at or below the Risk Index with horns as shown in the preliminary Quiet Zone Calculations (attached as Exhibit B).

SECTION 4 – POINT OF CONTACT

The point of contact for the City of Redlands is:

Ross Wittman
Senior Project Manager
City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373
909-798-7524 Ext. 1

SECTION 5 – DISTRIBUTION

This notice has been sent to the following individuals:

Ross Wittman
Senior Project Manager
City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373

Rudolph S. Chow, P.E.
Director/City Engineer, Municipal Utilities & Engineering Department
City of Redlands
35 Cajon Street, Suite 15-A
Redlands, CA 92373

Christopher Catren
Chief of Police
City of Redlands
30 Cajon Street
Redlands, CA 92373

Carrie Schindler
Director of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Victor Lopez
Chief of Transit & Rail Programs
San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Kate Kalinosky
Manager Public Projects
BNSF Railway Co.
740 East Carnegie Drive
San Bernardino, CA 92408-3571

Anton Garabetian
Program Manager
Rail Crossings Engineering Section
California Public Utilities Commission
320 West 4th Street, Suite 500
Los Angeles, CA 90013

Andrew Althorp
Principal Engineer – Project Management
SCRRA
2558 Supply Street
Pomona, CA 91767

Justin Fornelli
Director of Engineering & Construction
SCRRA
2558 Supply St.
Pomona, CA 91767

Mark A. Adamczak
Deputy Regional Administrator – Region 7
Federal Railroad Administration
3401 Centrelake Dr. Suite 480
Ontario, CA 91761

Joe Petito
Rail Safety Specialist
Federal Railroad Administration
39252 Winchester Road, #107-270
Murrieta, CA 92563

Karl Alexy
Associate Administrator for Safety
Federal Railroad Administration
1200 New Jersey Avenue, SE, MS-25
Washington DC 20590

Brian Patrick,
Right of Way Agent
CALTRANS - District 8
464 West Fourth Street, MS-950
San Bernardino, Ca 92401

Rebecca Guirado
Deputy District Director - Right of Way
CALTRANS - District 8
464 West Fourth Street, MS-950
San Bernardino, Ca 92401

Sergio Licon
Utilities Engineer
Rail Crossings Engineering Section
California Public Utilities Commission
320 West 4th Street, Suite 500
Los Angeles, CA 90013

David S. Kim
Secretary
California State Transportation Agency
915 Capitol Mall Suite 350 B
Sacramento, CA 95814

Catalino Pining III
Deputy District Director, Traffic Operations,
District 8, San Bernardino Co.
California Department of Transportation
(Caltrans) Region 9
464 W. 4th Street, 6th Floor
San Bernardino, CA 92401-1400

Tan D. Nguyen P.E.
Transportation Engineer, Civil
Caltrans District 8 Encroachment Permits Office-
Stormwater Coordinator
464 W. 4th Street
San Bernardino, CA 92401-1400

Exhibits

San Gabriel (formerly Redlands) Subdivision

Southern California Regional Rail Authority

Notice of Intent to Create New Quiet Zone

List of Exhibits:

Exhibit A – Design Layout Plans

Exhibit B – Preliminary Quiet Zone Risk Index Calculations

Exhibit A
– Design Layout Plans

San Gabriel (formerly Redlands) Subdivision

Southern California Regional Rail Authority

Notice of Intent to Create New Quiet Zone

CURVE DATA				
No.	R	Δ	T	L
1	167.46	14°05′00″	20.69	41.16
2	167.46	10°13′07″	14.97	29.87
3	40.00	90°29′40″	40.35	63.18
4	25.00	90°31′32″	25.23	39.50

REMOVAL NOTES:

- [1] REMOVE EXISTING AC PAVEMENT
- [3] REMOVE EXISTING CURB
- [4] REMOVE EXISTING CURB & GUTTER
- [5] REMOVE EXISTING SIDEWALK
- [6] REMOVE EXISTING DRIVEWAY
- [7] REMOVE CROSS GUTTER
- [10] REMOVE EXISTING RAILROAD SIGNAL
- [16] REMOVE EXISTING CONCRETE PANEL
- [18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
- [24] REMOVE AND SALVAGE EXISTING SIGN

CONSTRUCTION NOTES:

- (1) PROTECT IN PLACE
- (2) ADJUST TO GRADE, ITEM PER PLAN
- (3) SAWCUT EXISTING PAVEMENT
- (4) COLD MILL 2″ EXISTING PAVEMENT AND CONSTRUCT 2″ ASPHALT CONCRETE OVERLAY
- (5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
- (6) CONSTRUCT 8″ AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
- (10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4″ PCC OVER 4″ SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
- (14) CONSTRUCT 8″ HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
- (16) CONSTRUCT 8″ HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
- (18) CONSTRUCT 6″ HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
- (21) CONSTRUCT 4″ PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
- (24) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
- (26) CONSTRUCT CURB RAMP AND DETECTABLE WARNING SURFACE PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
- (29) CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN NO. 122-2
- (44) INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
- (49) INSTALL SIGNAL HOUSE

DOT 027231L, CPUC 101 SG-63.00

SCALE: 1″=20′

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER — JIANSHENG SONG — No. 71849 Exp. 12/31/19 — CIVIL — STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER — CHARLES CHRISTOPLIS — No. 045570 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CALIFORNIA STREET – MP 63.00 (6.27)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR63101
REVISION | SHEET NO.
SCALE 1″=20′

8/7/2019 1:23:14 PM KCARR
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8/7/2019 11:54:23 PM KCARR
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LINE/CURVE DATA				
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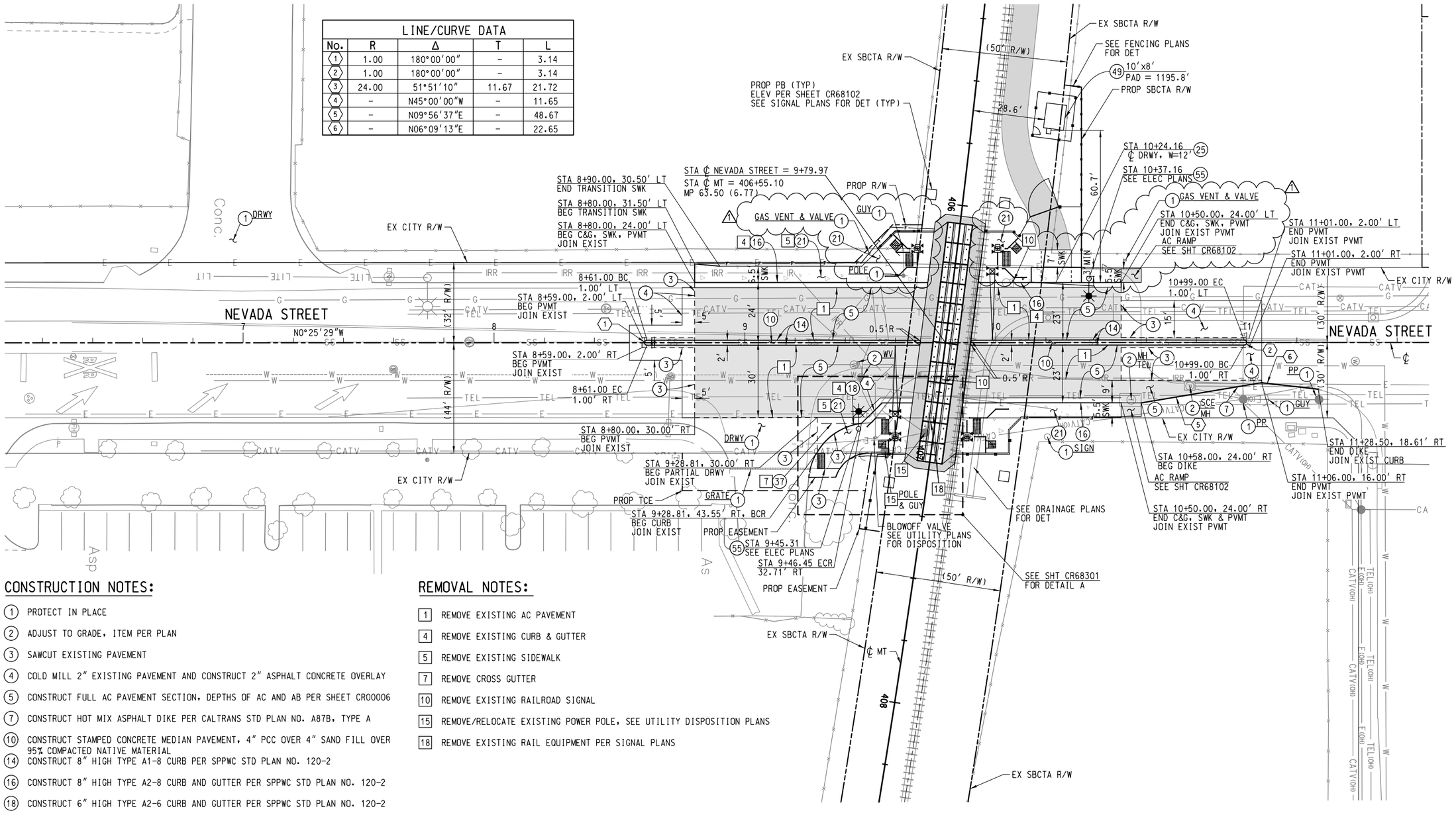
2	1.00	180°00'00"	-	3.14
3	24.00	51°51'10"	11.67	21.72
4	-	N45°00'00"W	-	11.65
5	-	N09°56'37"E	-	48.67
6	-	N06°09'13"E	-	22.65



CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(2) ADJUST TO GRADE, ITEM PER PLAN

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(7) CONSTRUCT HOT MIX ASPHALT DIKE PER CALTRANS STD PLAN NO. A87B, TYPE A

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(16) CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(18) CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

(25) CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011

(37) CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE C

(49) INSTALL SIGNAL HOUSE

(55) INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT

[4] REMOVE EXISTING CURB & GUTTER

[5] REMOVE EXISTING SIDEWALK

[7] REMOVE CROSS GUTTER

[10] REMOVE EXISTING RAILROAD SIGNAL

[15] REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS

[18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

N

20 0 20 40

SCALE: 1"=20'

DOT 027232T, CPUC 101 SG-63.50

REV.	DATE		BY	SUB.	APP.
2	07-19-19	ADDED CITY SIGNATURE	TJ		SG
1	08-02-19	DCN 01 PEDESTRIAN SAFETY IMPROVEMENTS	EA		CC
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

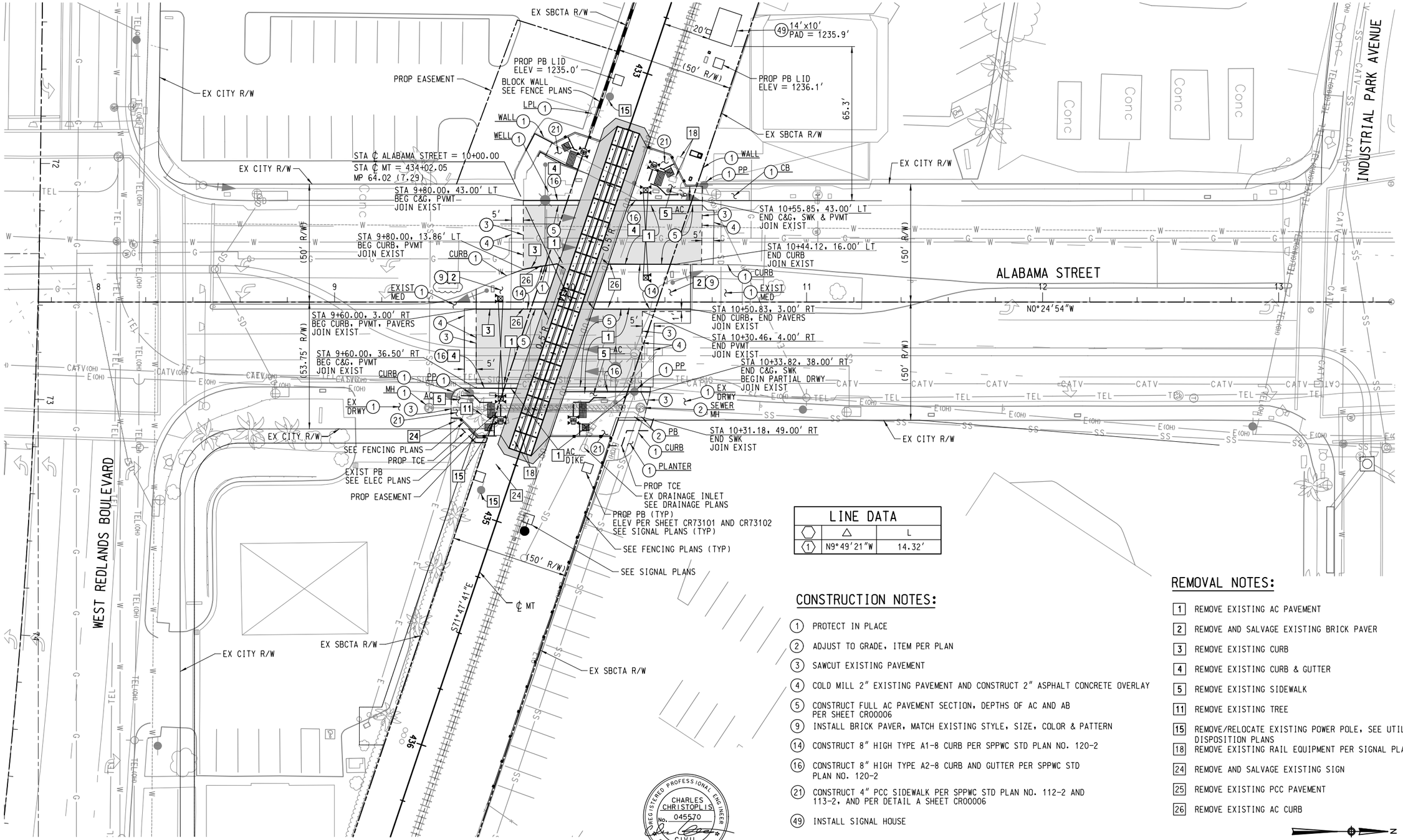
Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEVADA STREET – MP 63.50 (6.77)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR68101
REVISION | SHEET NO.
SCALE 1"=20'



LINE DATA		
	△	L
1	N9°49'21"W	14.32'

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
9. INSTALL BRICK PAVER, MATCH EXISTING STYLE, SIZE, COLOR & PATTERN
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
49. INSTALL SIGNAL HOUSE

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
2. REMOVE AND SALVAGE EXISTING BRICK PAVER
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
11. REMOVE EXISTING TREE
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
25. REMOVE EXISTING PCC PAVEMENT
26. REMOVE EXISTING AC CURB

N

20 0 20 40

SCALE: 1"=20'

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

DOT 027233A, CPUC 101 SG-64.02

REV.	DATE		BY	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ	SG
0	02-06-19	CONFORMED	TJ	SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ALABAMA STREET – MP 64.02 (7.29)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR73101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 2:10:30 PM KCARR
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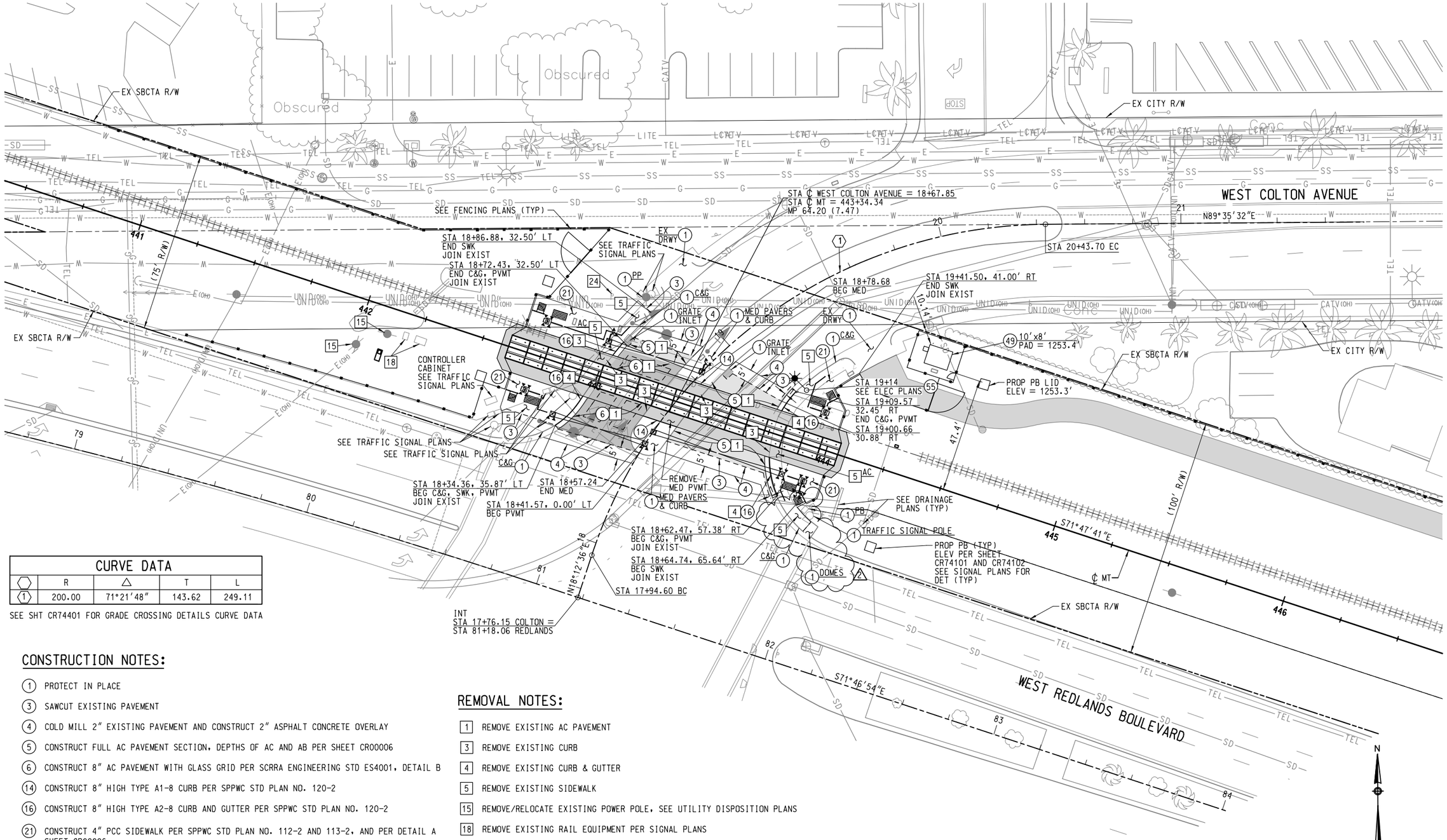

CURVE DATA				
	R	Δ	T	L
1	200.00	71°21'48"	143.62	249.11

SEE SHT CR74401 FOR GRADE CROSSING DETAILS CURVE DATA

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
6. CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

N

20 0 20 40
SCALE: 1"=20'

DOT 027234G, CPUC 101 SG-64.20

REV.	DATE		BY	SUB.	APP.
2	02-27-20	DCN 14 REVISIONS PER CORRECTED SURVEY	EA		CC
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST COLTON AVENUE – MP 64.20 (7.47)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR74101
REVISION | SHEET NO.
SCALE 1"=20'

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c:\pwworking\sac\d0990737\SANBAG-11x17bw_pdf.pltcfg

8/7/2019 2:51:46 PM KCARR
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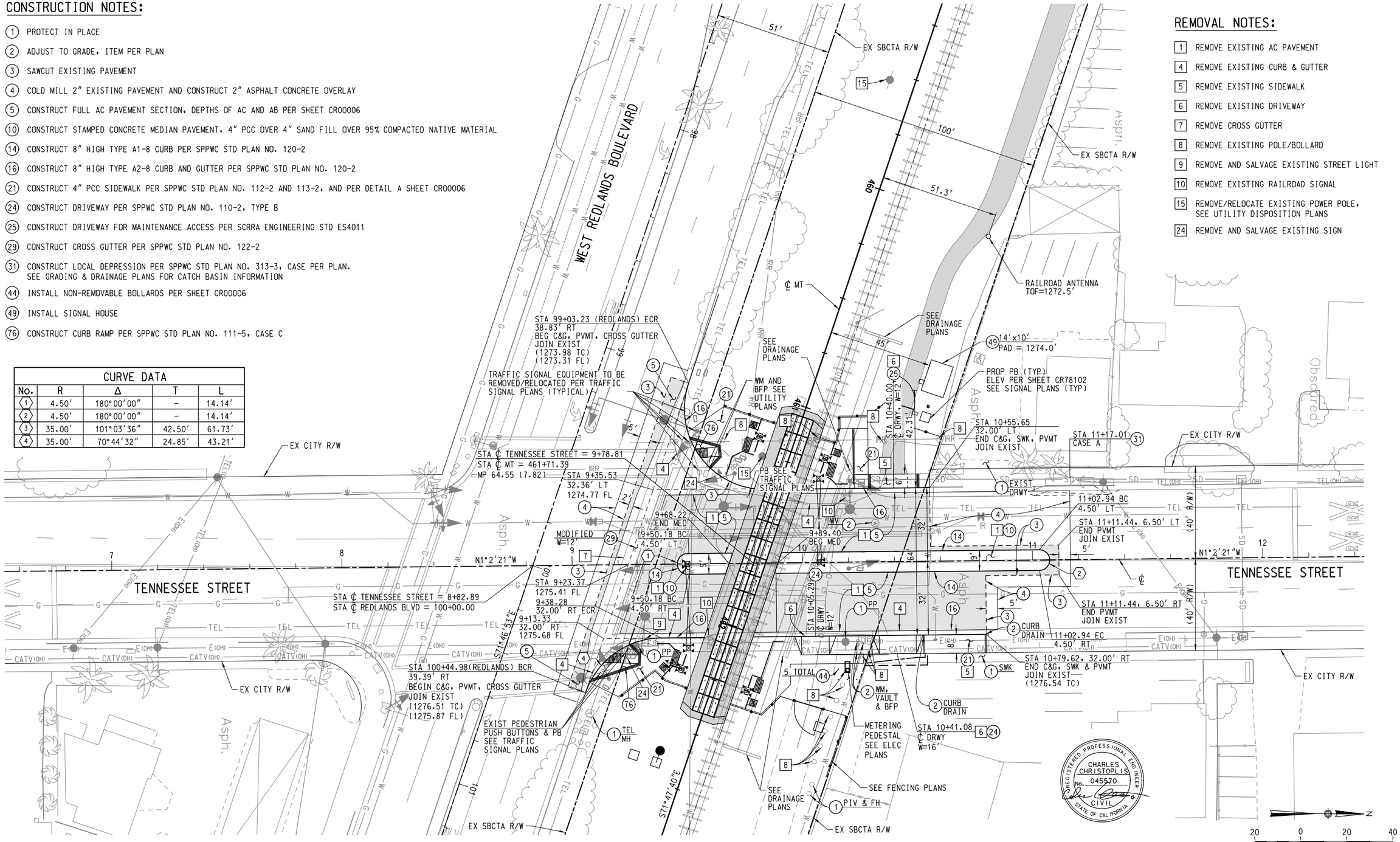
CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
29. CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN NO. 122-2
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE
76. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE C

CURVE DATA				
No.	R	Δ	T	L
1	4.50′	180°00′00″	-	14.14′
2	4.50′	180°00′00″	-	14.14′
3	35.00′	101°03′36″	42.50′	61.73′
4	35.00′	70°44′32″	24.85′	43.21′

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
7. REMOVE CROSS GUTTER
8. REMOVE EXISTING POLE/BOLLARD
9. REMOVE AND SALVAGE EXISTING STREET LIGHT
10. REMOVE EXISTING RAILROAD SIGNAL
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
24. REMOVE AND SALVAGE EXISTING SIGN



DOT 027235N, CPUC 101 SG-64.55

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TENNESSEE STREET – MP 64.55 (7.82)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR78101
REVISION | SHEET NO.
SCALE 1″=20′

4/27/2020 3:49:44 PM USER = TJACQUES
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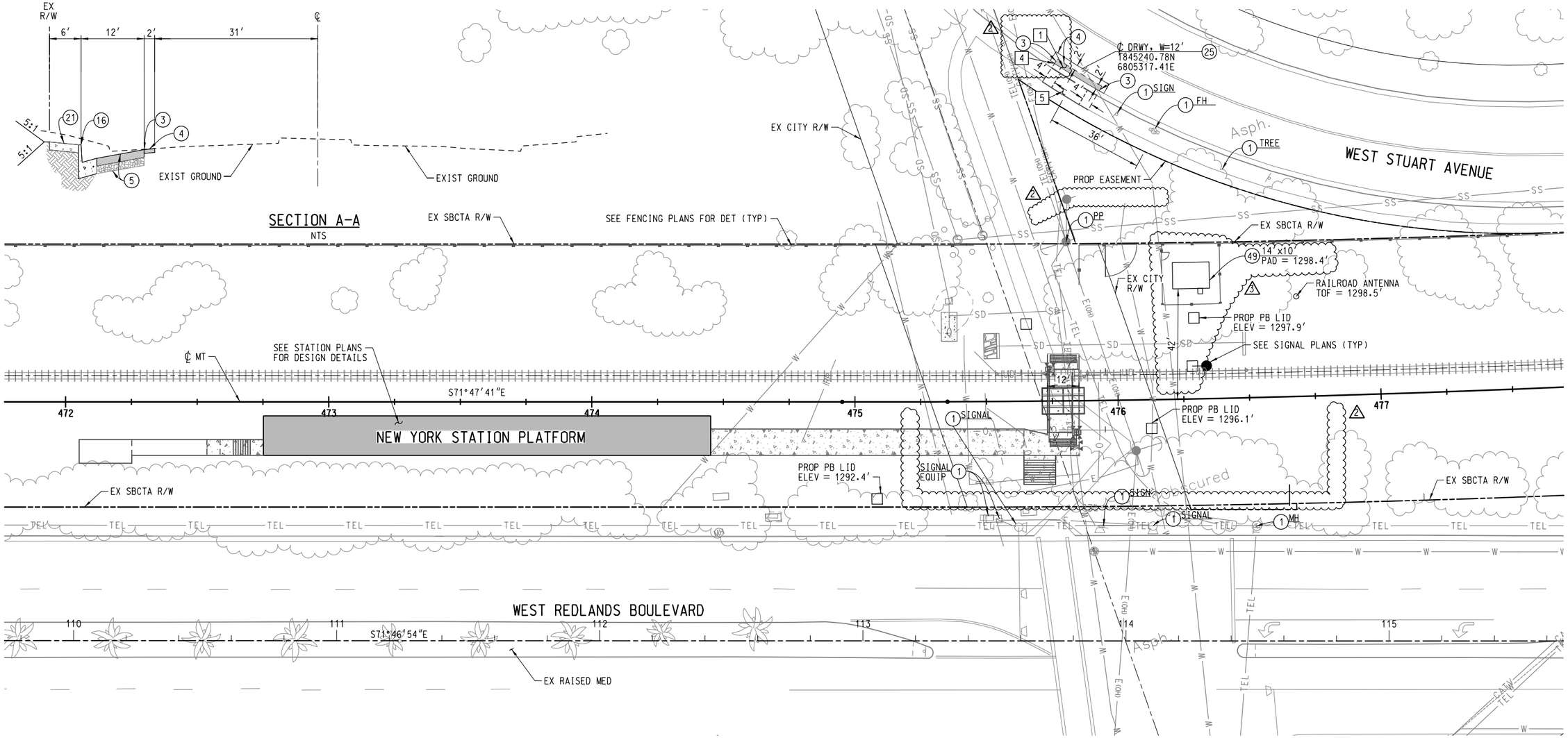
c:\pwworking\sac\d0990737\SANBAG-11x17bw_pdf.plt

SECTION A-A
NTS



CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
2 ~~26. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1~~

2 ~~40. INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME), DIMENSIONS PER PLAN~~
49. INSTALL SIGNAL HOUSE

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
2 ~~11. REMOVE EXISTING TREE~~

2

LINE/CURVE DATA

No.	R	Δ	T	L
1	100.00'	7°57'00"	6.95'	13.88'
2	50.00'	7°57'00"	3.52'	7.02'
3	100.00'	9°50'40"	8.61'	17.18'
4	100.00'	9°37'43"	8.42'	16.81'
5	—	S79°43'54"E	—	27.52'
6	—	S62°09'10"E	—	30.98'
7	—	N74°49'23"W	—	60.09'

N

20 0 20 40
SCALE: 1"=20'

DOT 027237C, CPUC 101 SG-64.82

REV.	DATE		BY	SUB.	APP.
3	04-27-20	RFI 0548	TJ		AS
2	12-02-19	DCN 07	TJ		AS
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

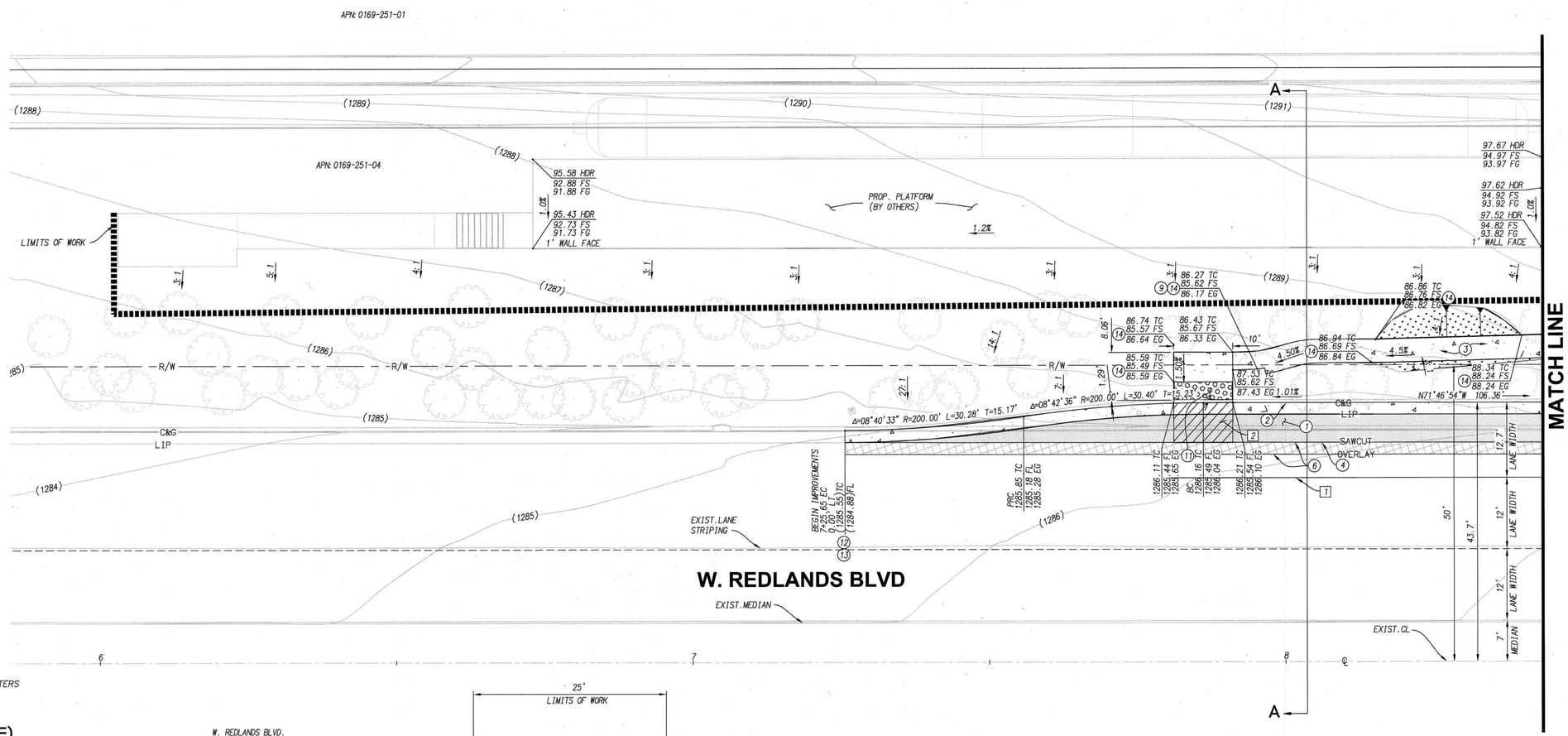
1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

2 REGISTERED PROFESSIONAL ENGINEER CHARLES CHRISTOPLIS No. 045570 CIVIL STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NEW YORK STATION – MP 64.82 (8.09)
2

CONTRACT NO. 17-1001705
DRAWING NO. CR80101
REVISION | SHEET NO.
SCALE 1"=20'



STRIPING NOTES

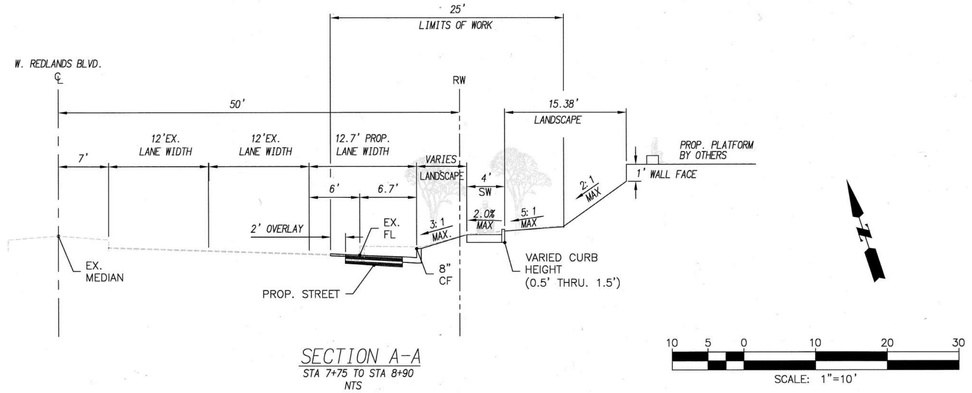
1. PAINT 8" TYPE 38A CHANNELIZING LINE PER. CALTRANS STD. PLAN A20D. (WHITE)
2. PAINT 4 WHITE LINE DIAGONALS AT 3'-0" MAX CENTERS WITH 4" BLUE LINE BORDERS.

CONSTRUCTION NOTES (OFFSITE)

1. CONSTRUCT A MINIMUM OF 0.30' AC PAVEMENT OVER 0.35' CLASS II BASE (MATCH EXISTING)
2. CONSTRUCT CURB AND GUTTER [A2-(8)200] PER SPPWC STD. NO. 120-2.
3. CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CR00006
4. SAWCUT EXISTING AC PAVEMENT
6. COLD PLANE AND OVERLAY (0.20' MIN.) EXISTING AC PAVEMENT
7. PROTECT IN PLACE
8. ADJUST TO GRADE
9. REMOVE AND RELOCATE EXISTING TREE/SHRUB
11. INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.
12. PAINT CURB WHITE
13. REMOVE AND DISPOSE EXISITING CURB AND GUTTER
14. INSTALL RETAINING CURB (VARIABLE HIEGHT)

CONSTRUCTION NOTES (ONSITE)

3. CONSTRUCT 7" PCC WALKWAY PER SPPWC STD. PLAN NO. 112-2,113-2, AND DETAIL A ON CR00006
5. REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS
7. PROTECT IN PLACE
8. ADJUST TO GRADE
10. HANDRAILS - SEE ARCHITECTURAL PLANS
11. INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.
14. INSTALL RETAINING CURB (VARIABLE HEIGHT)



SECTION A-A
STA 7+75 TO STA 8+90
NTS

SCALE: 1"=10'

CASC
Engineering and Consulting
1470 EAST COOLEY DRIVE
COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108
CITY BUSINESS LICENSE NO. 1005558
PREPARED UNDER THE SUPERVISION OF:
ANTHONY M. MISTRETTA R.C.E. NO. 082755
DATE 10/29/19

REGISTERED PROFESSIONAL ENGINEER
ANTHONY M. MISTRETTA
NO. C 082755
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

STREET DROP OFF & PEDESTRIAN WALK IMP. PLAN FOR METRO LINK HUB, NEW YORK ST. REDLANDS, CA 92373

PLAN AND SECTION

2313-ST 02/05

Underground Service Alert
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 I.D. NUMBER CALL UNDERGROUND SERVICE ALERT
TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

BASIS OF BEARING

THE BEARING SHOWN HERON ARE BASED IN THE CENTERLINE OF ORIENTAL AVENUE AS SHOWN ON PARCEL MAP NO. 11197 FILED IN BOOK 140 AT PAGES 93-95 SAN BERNARDINO COUNTY RECORDS, BEING NORTH 89°43'43" EAST.

BENCHMARK

A 2" BRASS DISK ON TOP OF CURB, 1' EAST OF THE BCR AT THE NORTH EAST CORNER OF STATE STREET AND CENTER STREET, STAMPED "CITY OF REDLANDS BENCHMARK R-58"

ELEVATION = 1317.794'

Esri
380 NEW YORK STREET
REDLANDS, CA 92373
(909) 793-2853

Letter	Description	Date	Initial	Initial

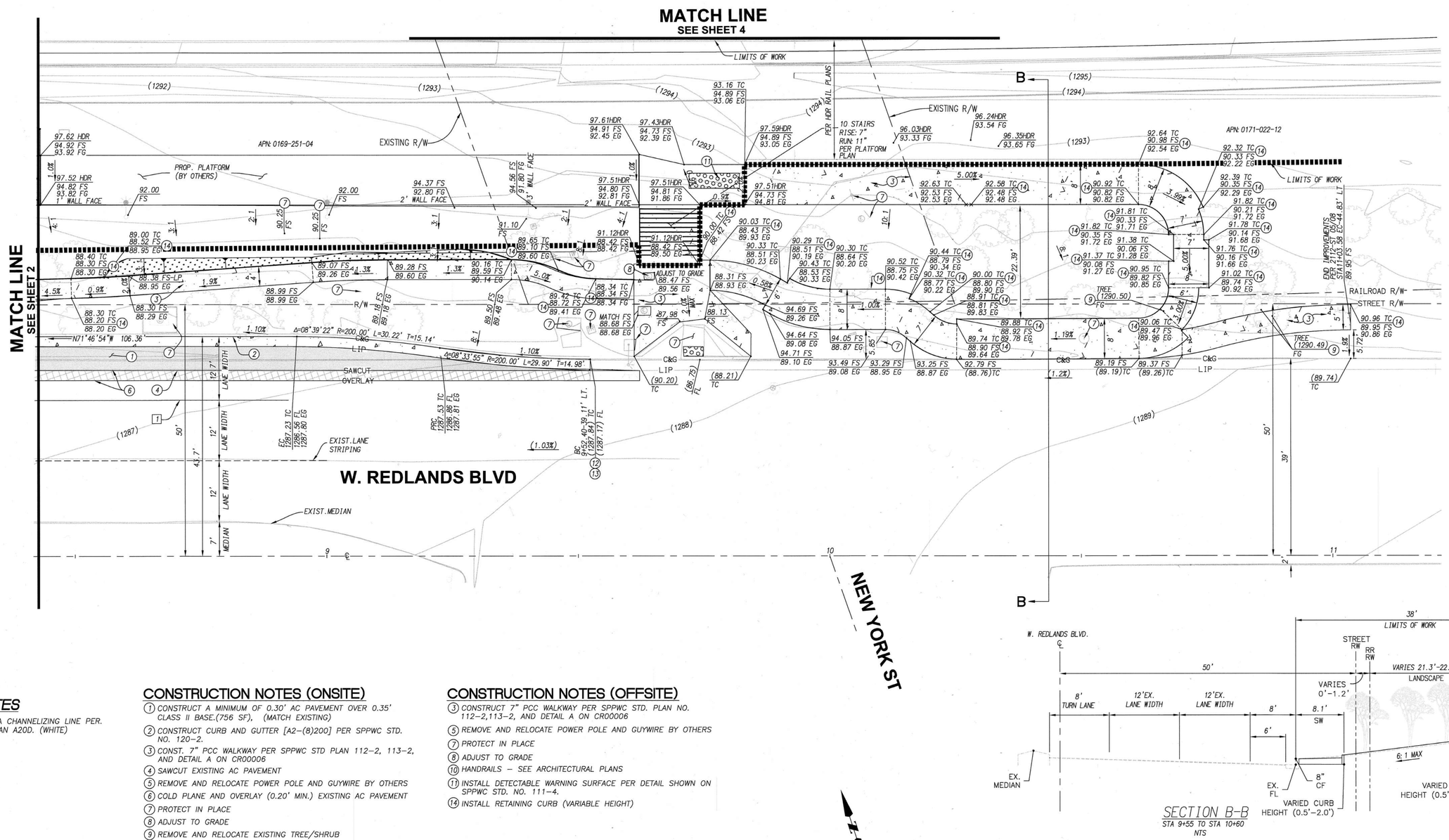
Revisions

Checked by: JB Date: 10-30-19
Checked by: EE Date: 10-30-19
Checked by: Date:
Checked by: Date:

REVIEWED BY: Date: 10-30-19
Mark Rynkiewicz, Civil Engineer RCE 56078
ACCEPTED BY: DATE: 10/31/19
Donald P. Young, One Stop Permit Center Mgr. RCE 49918

Sheet 2 of 5 Sheets

D:\1188-01\68 NEW YORK STATION\ENGINEERING\PRECISE GRADING PLAN\1188-0168 PG_01-05.DWG, Last plotted by:Anthony Acosta Tuesday, October 29, 2019 4:18:12 PM



SECTION B-B
STA 9+55 TO STA 10+60
NTS

SCALE: 1"=10'

STRIPING NOTES

[1] PAINT 8" TYPE 38A CHANNELIZING LINE PER. CALTRANS STD. PLAN A20D. (WHITE)

CONSTRUCTION NOTES (ONSITE)

(1) CONSTRUCT A MINIMUM OF 0.30' AC PAVEMENT OVER 0.35' CLASS II BASE.(756 SF), (MATCH EXISTING)
(2) CONSTRUCT CURB AND GUTTER [A2-(8)200] PER SPPWC STD. NO. 120-2.
(3) CONST. 7" PCC WALKWAY PER SPPWC STD PLAN 112-2, 113-2, AND DETAIL A ON CR00006
(4) SAWCUT EXISTING AC PAVEMENT
(5) REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS
(6) COLD PLANE AND OVERLAY (0.20' MIN.) EXISTING AC PAVEMENT
(7) PROTECT IN PLACE
(8) ADJUST TO GRADE
(9) REMOVE AND RELOCATE EXISTING TREE/SHRUB
(10) HANDRAILS - SEE ARCHITECTURAL PLANS
(11) INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.
(12) PAINT CURB WHITE
(13) REMOVE AND DISPOSE EXISITING CURB AND GUTTER
(14) INSTALL RETAINING CURB (VARIABLE HIEGHT)

CONSTRUCTION NOTES (OFFSITE)

(3) CONSTRUCT 7" PCC WALKWAY PER SPPWC STD. PLAN NO. 112-2,113-2, AND DETAIL A ON CR00006
(5) REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS
(7) PROTECT IN PLACE
(8) ADJUST TO GRADE
(10) HANDRAILS - SEE ARCHITECTURAL PLANS
(11) INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.
(14) INSTALL RETAINING CURB (VARIABLE HEIGHT)

Underground Service Alert
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TOLL FREE 1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

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BENCHMARK
A 2" BRASS DISK ON TOP OF CURB, 1' EAST OF THE BCR AT THE NORTH EAST CORNER OF STATE STREET AND CENTER STREET, STAMPED "CITY OF REDLANDS BENCHMARK R-58"
ELEVATION = 1317.794'

Esri
380 NEW YORK STREET
REDLANDS, CA 92373
(909) 793-2853

Letter	Description	Date	Initial	Initial

Revisions

CASC
Engineering and Consulting
1470 EAST COOLEY DRIVE
COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108
CITY BUSINESS LICENSE NO. 1005558

PREPARED UNDER THE SUPERVISION OF:
ANTHONY M. MISTRETTA R.C.E. NO. 082755
DATE: 10/29/19

REGISTERED PROFESSIONAL ENGINEER
ANTHONY M. MISTRETTA
NO. C 082755
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

STREET DROP OFF & PEDESTRIAN WALK IMP. PLAN FOR METRO LINK HUB, NEW YORK ST. REDLANDS, CA 92373

PLAN AND SECTION

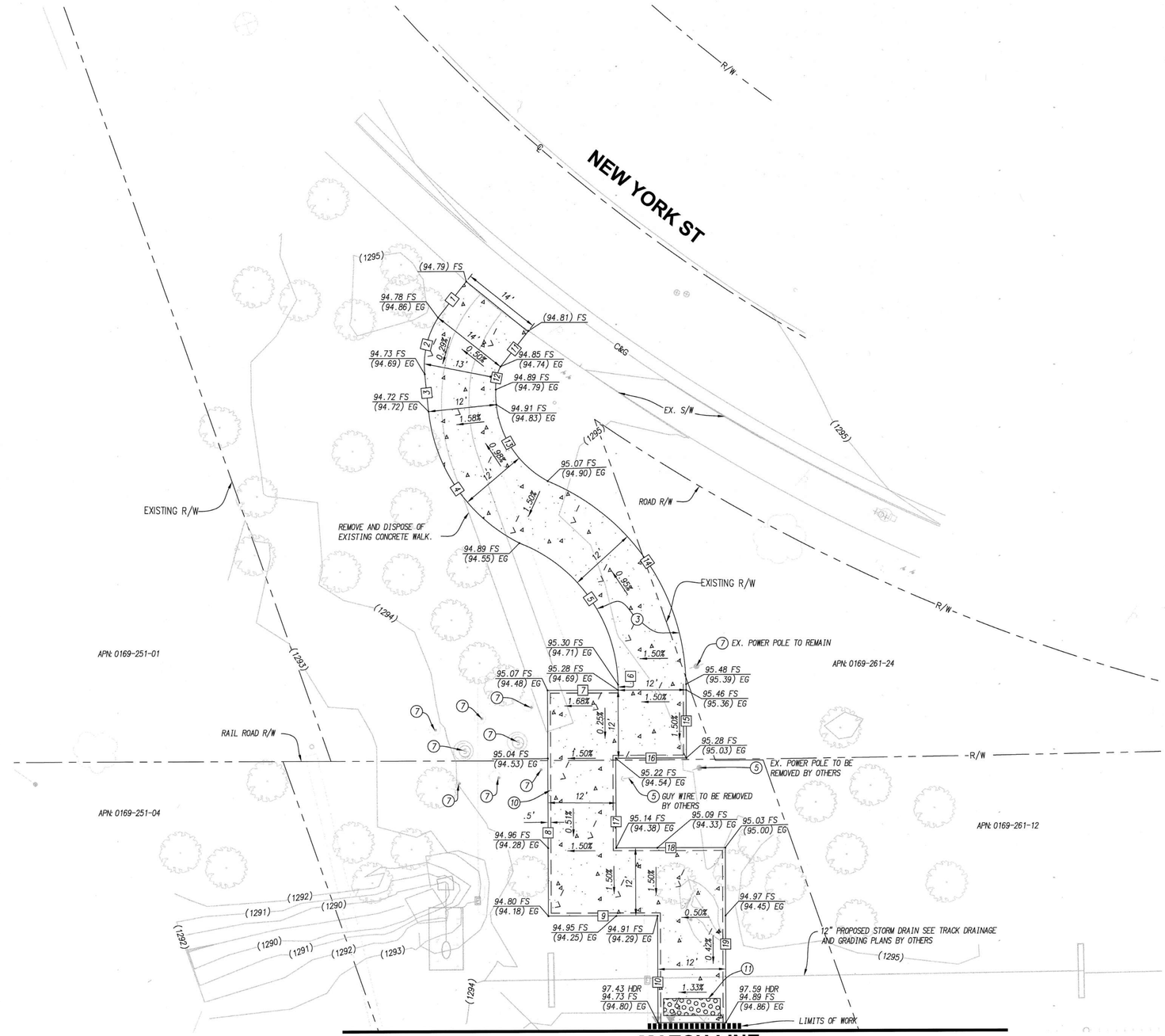
2313- ST 03/05

Checked by: JB Date: 10-30-19
Checked by: EE Date: 10-30-19
Checked by: Date:
Checked by: Date:

REVIEWED BY: Mark Rynkiewicz Date: 10-30-19
Mark Rynkiewicz, Civil Engineer RCE 56078
ACCEPTED BY: Donald P. Young Date: 10/31/19
Donald P. Young, One Stop Permit Center Mgr. RCE 49918

Sheet 3 of 5 Sheets

O:\1188-0168 NEW YORK STATION\ENGINEERING\PRECISE GRADING PLAN\1188-0168 PG_01-05.DWG, Last plotted by:Anthony Acosta Tuesday, October 29, 2019 4:54:14 PM



MATCH LINE
SEE SHEET 3

LINE AND CURVE DATA				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N56°33'50"E	---	8.09'	
2	Δ=38°29'54"	15.58'	10.47'	5.44'
3	N12°27'42"E	---	6.61'	
4	Δ=57°24'24"	29.33'	29.38'	16.06'
5	Δ=68°00'06"	27.20'	32.28'	18.35'
6	N18°13'12"E	---	0.96'	
7	N71°46'48"W	---	12.46'	
8	N18°13'23"E	---	39.79'	
9	N71°46'36"W	---	19.26'	
10	N18°13'23"E	---	18.83'	
11	N56°33'50"E	---	8.09'	
12	Δ=30°12'36"	7.79'	4.11'	2.10'
13	Δ=64°39'46"	17.33'	19.56'	10.97'
14	Δ=67°05'05"	39.20'	45.90'	25.99'
15	N18°13'12"E	---	13.03'	
16	N71°46'48"W	---	12.46'	
17	N18°13'23"E	---	15.79'	
18	N71°46'36"W	---	19.26'	
19	N18°13'23"E	---	30.83'	

CONSTRUCTION NOTES (ONSITE)

(3) CONSTRUCT 7" PCC WALKWAY PER SPPWC STD. PLAN NO. 112-2,113-2, AND DETAIL A ON CR00006
(5) REMOVE AND RELOCATE POWER POLE AND GUYWIRE BY OTHERS
(7) PROTECT IN PLACE
(10) HANDRAILS - SEE ARCHITECTURAL PLANS
(11) INSTALL DETECTABLE WARNING SURFACE PER DETAIL SHOWN ON SPPWC STD. NO. 111-4.
(14) INSTALL RETAINING CURB (VARIABLE HEIGHT)

10 5 0 10 20 30
SCALE: 1"=10'

CASC
Engineering and Consulting
1470 EAST COOLEY DRIVE
COLTON, CA 92324
PH. (909) 783-0101 FAX (909) 783-0108
CITY BUSINESS LICENSE NO. 1005558
PREPARED UNDER THE SUPERVISION OF:
ANTHONY M. MISTRETTA R.C.E. NO. 082755
DATE: 10/29/19

REGISTERED PROFESSIONAL ENGINEER
ANTHONY M. MISTRETTA
NO. C 082755
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

STREET DROP OFF & PEDESTRIAN WALK IMP. PLAN FOR METRO LINK HUB, NEW YORK ST. REDLANDS, CA 92373
PLAN

2313-ST 04/05

Checked by: JB Date: 10-30-19
Checked by: EC Date: 10-30-19
Checked by: Date:
Checked by: Date:

REVIEWED BY: Date: 10-30-19
Mark Rynkiewicz, Civil Engineer RCE 56078
ACCEPTED BY: Date: 10/31/19
Donald P. Young, One Stop Permit Center Mgr. RCE 49918
Sheet 4 of 5 Sheets

Underground Service Alert
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BASIS OF BEARING
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A 2" BRASS DISK ON TOP OF CURB, 1' EAST OF THE BCR AT THE NORTH EAST CORNER OF STATE STREET AND CENTER STREET, STAMPED "CITY OF REDLANDS BENCHMARK R-58"
ELEVATION = 1317.794'

Esri
380 NEW YORK STREET
REDLANDS, CA 92373
(909) 793-2853

Letter	Description	Date	Initial	Initial

Revisions

Q:\1188-0168 NEW YORK STATION\ENGINEERING\PRECISE GRADING PLAN\1188-0168 PG_01-05.DWG, Last plotted by:Anthony Acosta Tuesday, October 29, 2019 4:27:03 PM

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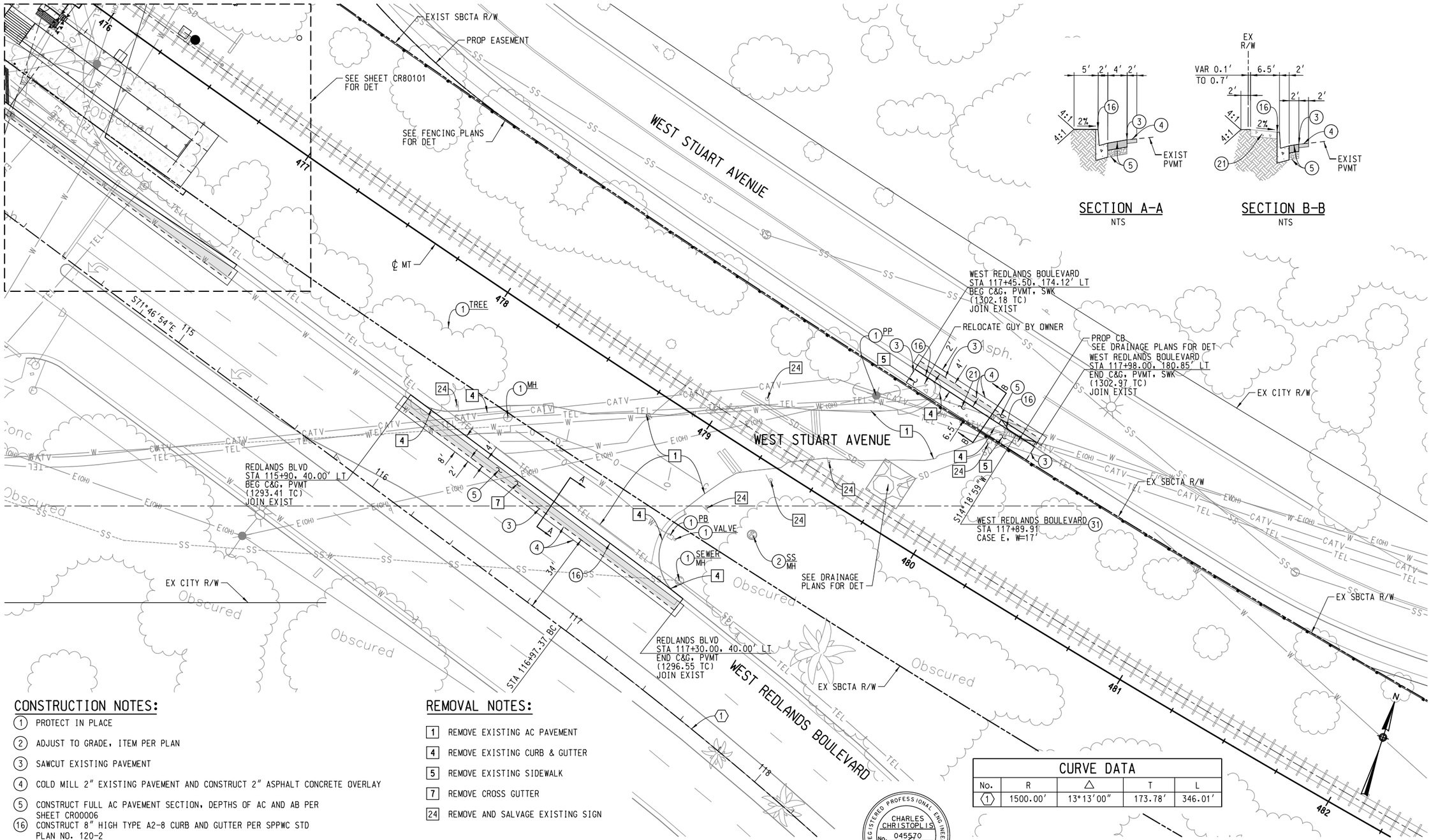


SECTION A-A
NTS

SECTION B-B
NTS

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
7. REMOVE CROSS GUTTER
24. REMOVE AND SALVAGE EXISTING SIGN

CURVE DATA

No.	R	Δ	T	L
1	1500.00'	13°13'00"	173.78'	346.01'

CHARLES CHRISTOPLIS
No. 045570
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

20 0 20 40
SCALE: 1"=20'

DOT 027238J, CPUC 101 SG-64.88

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

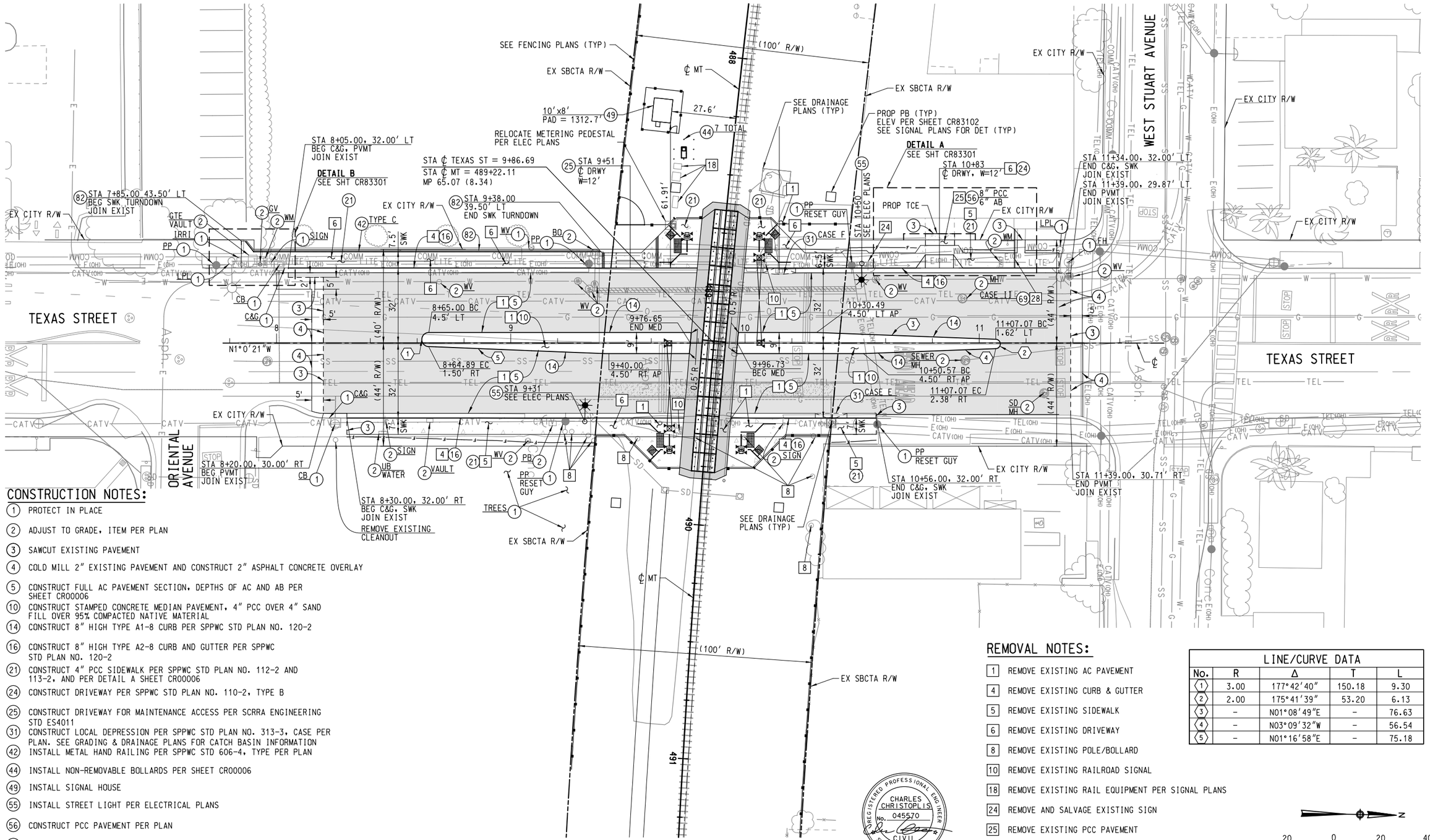
Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
WEST STUART AVENUE – MP 64.88 (8.15)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR82101
REVISION | SHEET NO.
SCALE 1"=20'



CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
42. INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS
56. CONSTRUCT PCC PAVEMENT PER PLAN
69. INSTALL CURB DRAIN PER SPPWC STD PLAN NO.150-3, CASE PER PLAN
82. INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
25. REMOVE EXISTING PCC PAVEMENT
28. REMOVE EXISTING DRAINAGE PIPE

LINE/CURVE DATA				
No.	R	Δ	T	L
1	3.00	177°42'40"	150.18	9.30
2	2.00	175°41'39"	53.20	6.13
3	–	N01°08'49"E	–	76.63
4	–	N03°09'32"W	–	56.54
5	–	N01°16'58"E	–	75.18

DOT 027239R, CPUC 101 SG-65.07

SCALE: 1"=20'

CHARLES CHRISTOPLIS, No. 045570, CIVIL, REGISTERED PROFESSIONAL ENGINEER, STATE OF CALIFORNIA

REV.	DATE		BY	SUB	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

WANHENG SONG, No. 71849, Exp. 12/31/19, CIVIL, REGISTERED PROFESSIONAL ENGINEER, STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
TEXAS STREET – MP 65.07 (8.34)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR83101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 3:21:42 PM KCARR
pw:\\pwappsac01:California_Sacramento\Documents\355426\CON0102831\0000000002683390\6.0_CAD_BIM\6.2_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions\Sheet Files - Construction Revisions\06a_CIVIL\ROADWAY\26495-06a_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions_PlotDRV\SANBAG_BW.tbl
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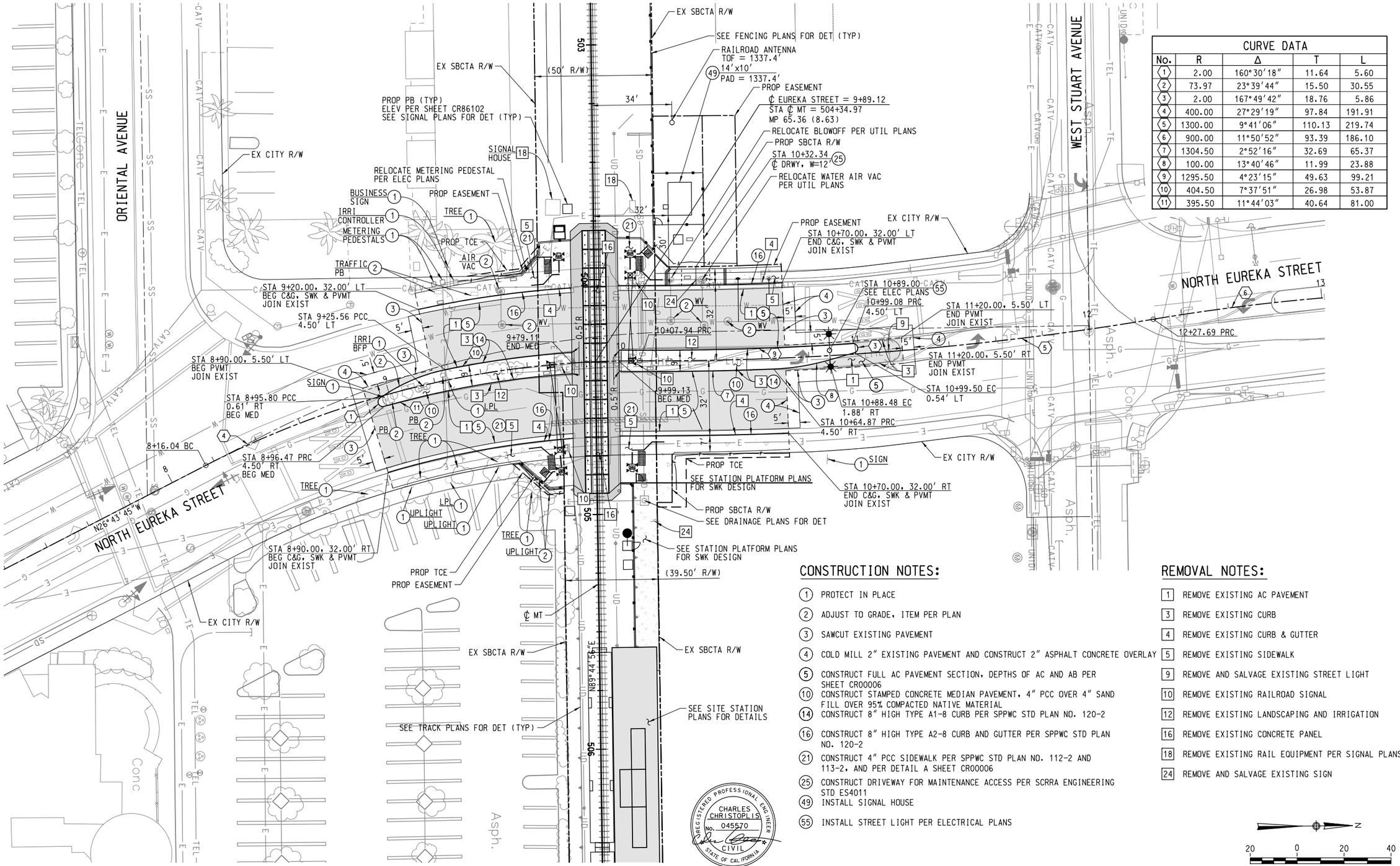

CURVE DATA				
No.	R	Δ	T	L
1	2.00	160°30'18"	11.64	5.60
2	73.97	23°39'44"	15.50	30.55
3	2.00	167°49'42"	18.76	5.86
4	400.00	27°29'19"	97.84	191.91
5	1300.00	9°41'06"	110.13	219.74
6	900.00	11°50'52"	93.39	186.10
7	1304.50	2°52'16"	32.69	65.37
8	100.00	13°40'46"	11.99	23.88
9	1295.50	4°23'15"	49.63	99.21
10	404.50	7°37'51"	26.98	53.87
11	395.50	11°44'03"	40.64	81.00

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
9. REMOVE AND SALVAGE EXISTING STREET LIGHT
10. REMOVE EXISTING RAILROAD SIGNAL
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

CHARLES CHRISTOPLIS
No. 045570
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

N

20 0 20 40

SCALE: 1"=20'

DOT 027240K, CPUC 101 SG-65.36

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

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(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
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CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
NORTH EUREKA STREET – MP 65.36 (8.63)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR86101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 3:46:00 PM KCARR
pw:\\pwappsac01\California_Sacramento\Documents\351426\CON0102831\0000000000268339\6.0_CAD_BIM\6.2_Work_In_Progress\6.2.2 Contract Files\RPRP_04-Contract_Files-Construction_Revisions\Sheet Files - Construction Revisions\06a_CIVIL\ROADWAY\26495-0
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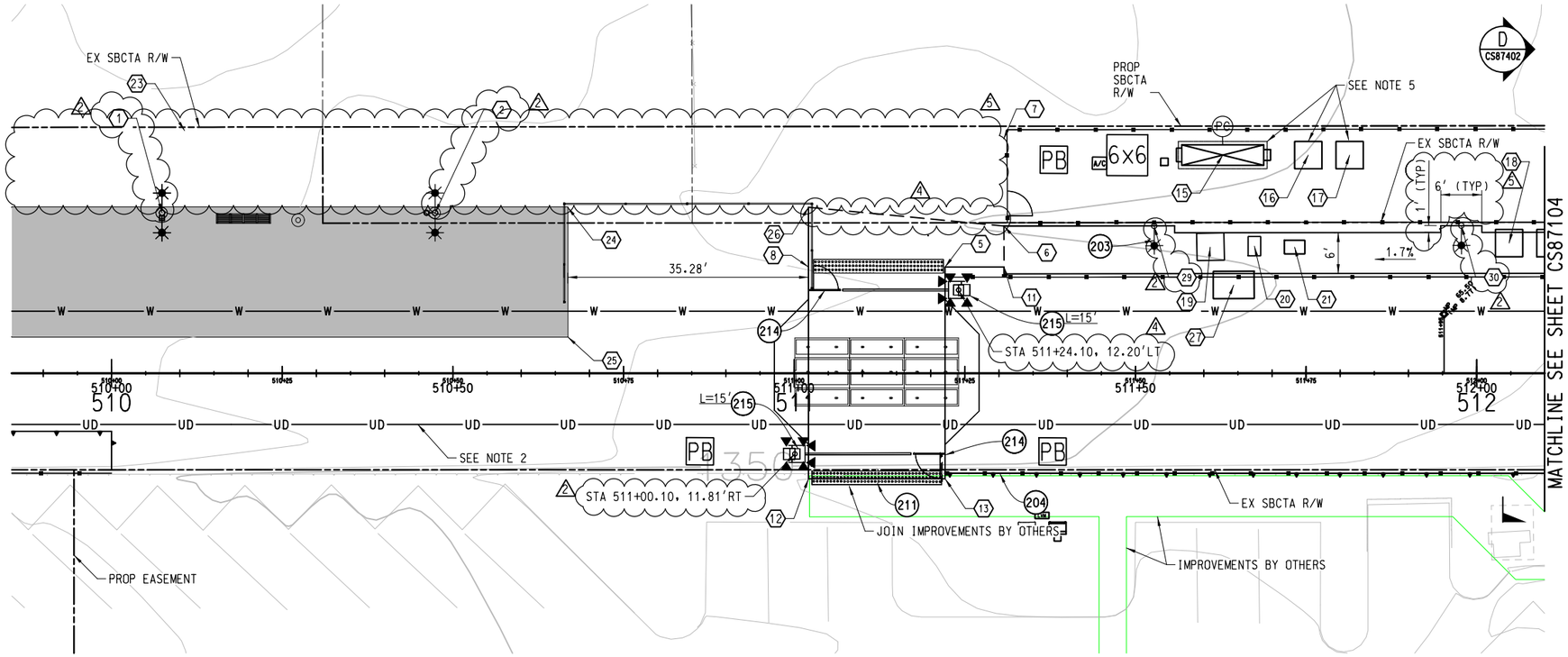

	STA.	OFFSET		DESCRIPTION	ELEV
1	510+07.38	23.50	LT	LUMINAIRE	
2	510+47.38	23.50	LT	LUMINAIRE	
3	511+07.80	34.33	LT	LUMINAIRE	
4	511+02.10	34.31	LT	WALKWAY	1349.21 FS
5	511+22.10	15.56	LT	WALKWAY	1349.59 FS
6	511+30.72	21.57	LT	WALKWAY	1349.80 FS
7	511+30.72	34.31	LT	WALKWAY	1349.67 FS
8	511+02.10	15.56	LT	WALKWAY	1349.27 FS
9	510+66.82	34.34	LT	WALKWAY	1349.09 FS
10	511+30.72	24.33	LT	WALKWAY	1349.83 FS
11	511+19.83	15.57	LT	WALKWAY	1349.74 FS
12	511+02.10	15.44	RT	WALKWAY	1349.27 FS
13	511+22.10	15.44	RT	WALKWAY	1349.59 FS
15	511+62.78	31.97	LT	UTILITY	1350.29 FS
16	511+75.33	31.97	LT	UTILITY	1350.49 FS
17	511+81.37	31.97	LT	UTILITY	1350.52 FS
18	511+04.75	19.06	LT	* UTILITY	1351.03 FS
19	511+60.97	18.50	LT	* UTILITY	1350.29 FS
20	511+67.34	18.62	LT	* UTILITY	1350.38 FS
21	511+73.72	18.45	LT	* UTILITY	1350.49 FS
22	510+18.52	32.33	LT	STORMDRAIN	1343.80 INV
23	510+10.68	35.55	LT	GATE	1347.58 FS
24	510+66.82	24.33	LT	PLATFORM	1349.19 FS
25	510+66.82	5.33	LT	WALKWAY/PLATFORM	1349.38 FS
26	511+02.10	24.33	LT	WALKWAY	1349.31 FS
27	511+64.40	12.56	LT	WALKWAY	1350.20 FS
28	510+27.21	32.30	LT	* STORMDRAIN	1346.00 INV
29	511+52.74	21.69	LT	LUMINAIRE	
30	511+97.74	21.64	LT	LUMINAIRE	

* FLUSH TO SIDEWALK

CONSTRUCTION NOTES:

(203) LIGHTING - SEE ELECTRICAL

(204) RETAINING WALL - SEE STRUCTURAL PLANS

(211) INSTALL ADA DETECTABLE WARNING SURFACE (RAISED TRUNCATED DOME PER SCRRA ES3203)

(214) INSTALL PEDESTRIAN SWING GATE PER SCRRA ENGINEERING STD 4002, LAYOUT PER PLAN

(215) INSTALL CPUC STD NO. 9 PEDESTRIAN AUTOMATIC WARNING DEVICE WITH GATE ARM PER SCRRA ENGINEERING STD ES8300, LENGTH PER PLAN

(223) CONST. 8" PLASTIC STORM DRAIN

(226) INSTALL NDS 1200 NGB CATCH BASIN OR EQUIVALENT

GENERAL NOTES:

1. DMU PLATFORM INTENDED FOR USE BY RPRP
2. FOR TRACK & OFFSITE STORM DRAIN IMPROVEMENTS SEE TRACK GRADING AND DRAINAGE PLANS
3. FOR SIGNAL IMPROVEMENTS SEE SIGNALS PLANS
4. FOR ELECTRICAL IMPROVEMENTS SEE ELECTRICAL PLANS
5. FOR COMMUNICATIONS UTILITIES SEE COMMUNICATIONS PLANS

N

10 0 10 20

SCALE: 1"=10'

REV.	DATE		BY	SUB.	APP.
5	01-24-20	DCN 09 CHANGES REQUESTED BY ESRI	TJ		AS
4	01-15-20	RFI 0371	TJ		AS
3	12-05-19	RFI 0324	TJ		AS
2	09-06-19	RFI 0186	TJ		AS
1	08-02-19	DCN 01 - DRAINAGE INFO	TJ		AS
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY L. HERNANDEZ
DRAWN BY J.K. ANDRES
CHECKED BY A. SHAH
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

REGISTERED PROFESSIONAL ENGINEER
THOMAS B. JACQUES
No. C63769
Exp. 9-30-2020
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

DOWNTOWN REDLANDS
SITE PLAN
SHEET 1 OF 2

CONTRACT NO. 17-1001705
DRAWING NO. CS87103
REVISION | SHEET NO.
SCALE 1"=10'

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8/7/2019
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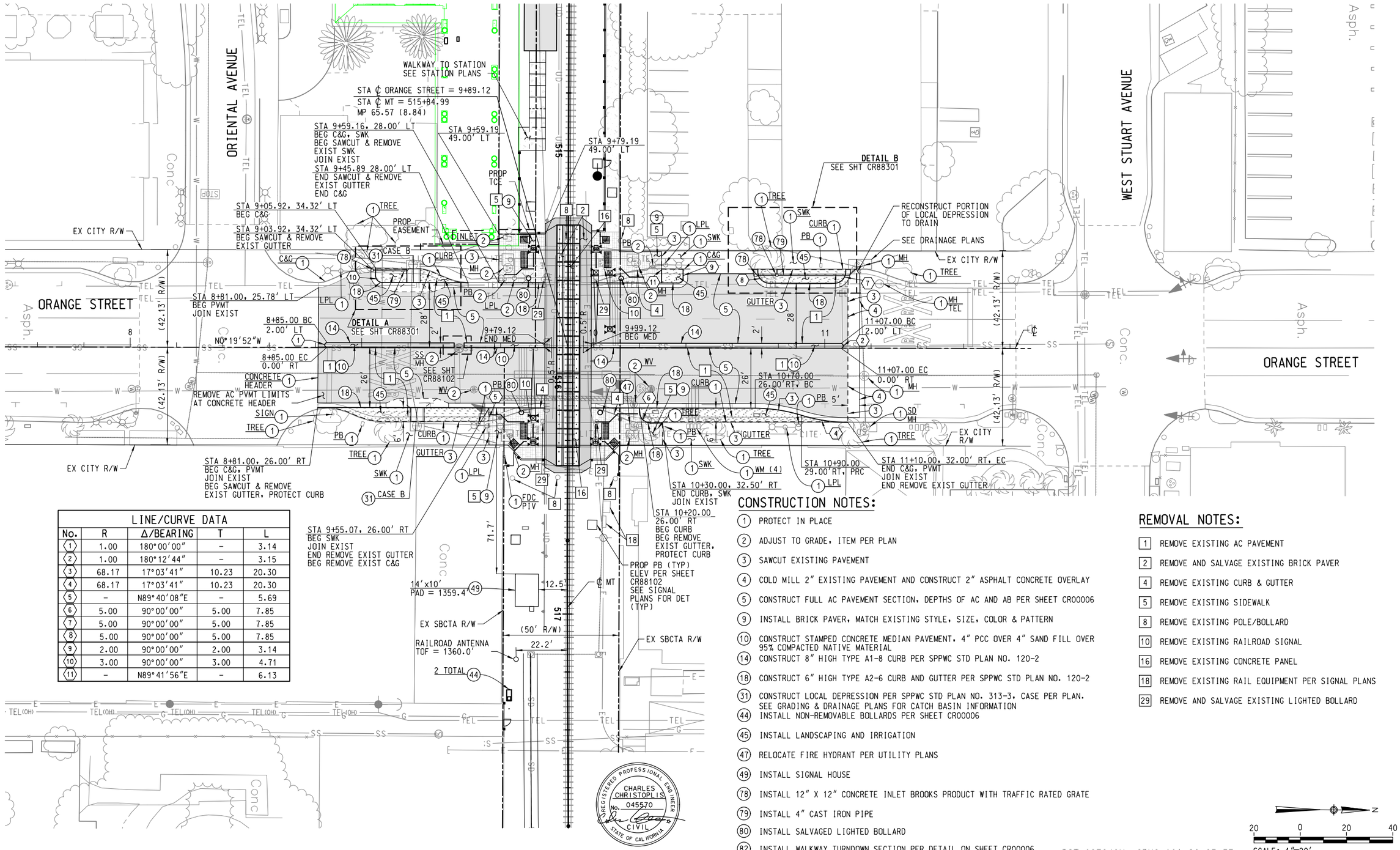


LINE/CURVE DATA				
No.	R	Δ/BEARING	T	L
1	1.00	180°00'00"	-	3.14
2	1.00	180°12'44"	-	3.15
3	68.17	17°03'41"	10.23	20.30
4	68.17	17°03'41"	10.23	20.30
5	-	N89°40'08"E	-	5.69
6	5.00	90°00'00"	5.00	7.85
7	5.00	90°00'00"	5.00	7.85
8	5.00	90°00'00"	5.00	7.85
9	2.00	90°00'00"	2.00	3.14
10	3.00	90°00'00"	3.00	4.71
11	-	N89°41'56"E	-	6.13

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
9. INSTALL BRICK PAVER, MATCH EXISTING STYLE, SIZE, COLOR & PATTERN
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
18. CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
45. INSTALL LANDSCAPING AND IRRIGATION
47. RELOCATE FIRE HYDRANT PER UTILITY PLANS
49. INSTALL SIGNAL HOUSE
78. INSTALL 12" X 12" CONCRETE INLET BROOKS PRODUCT WITH TRAFFIC RATED GRATE
79. INSTALL 4" CAST IRON PIPE
80. INSTALL SALVAGED LIGHTED BOLLARD
82. INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
2. REMOVE AND SALVAGE EXISTING BRICK PAVER
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
29. REMOVE AND SALVAGE EXISTING LIGHTED BOLLARD

SCALE: 1"=20'

DOT 027242Y, CPUC 101 SG-65.57

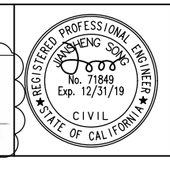
REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019



REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
ORANGE STREET – MP 65.57 (8.84)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR88101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 4:22:36 PM KCARR
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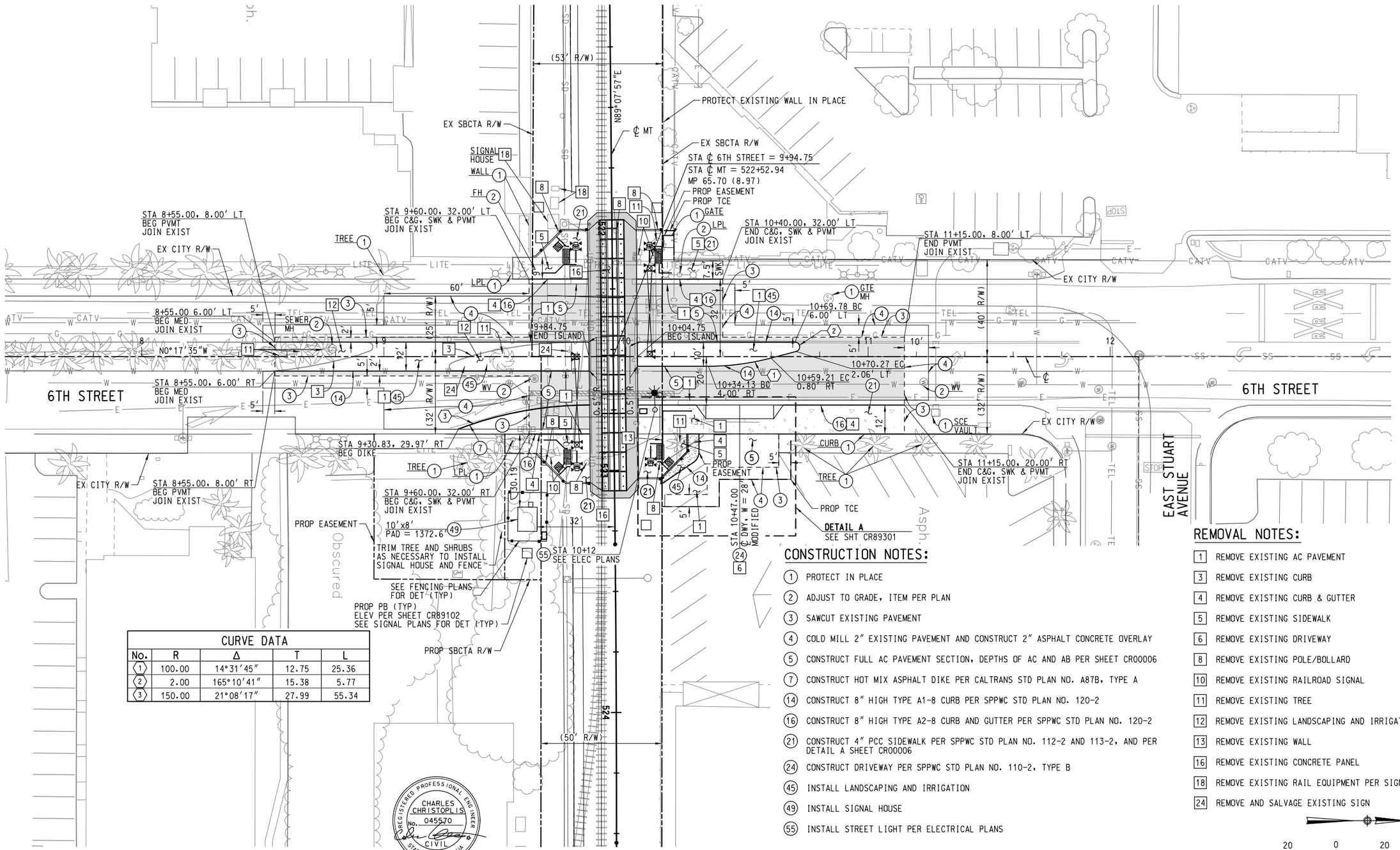


CURVE DATA				
No.	R	Δ	T	L
1	100.00	14°31'45"	12.75	25.36
2	2.00	165°10'41"	15.38	5.77
3	150.00	21°08'17"	27.99	55.34

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
7. CONSTRUCT HOT MIX ASPHALT DIKE PER CALTRANS STD PLAN NO. A87B, TYPE A
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
45. INSTALL LANDSCAPING AND IRRIGATION
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
13. REMOVE EXISTING WALL
16. REMOVE EXISTING CONCRETE PANEL
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN

N

20 0 20 40
SCALE: 1"=20'

DOT 027245U, CPUC 101 SG-65.70

CHARLES CHRISTOPLIS No. 045570 CIVIL REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

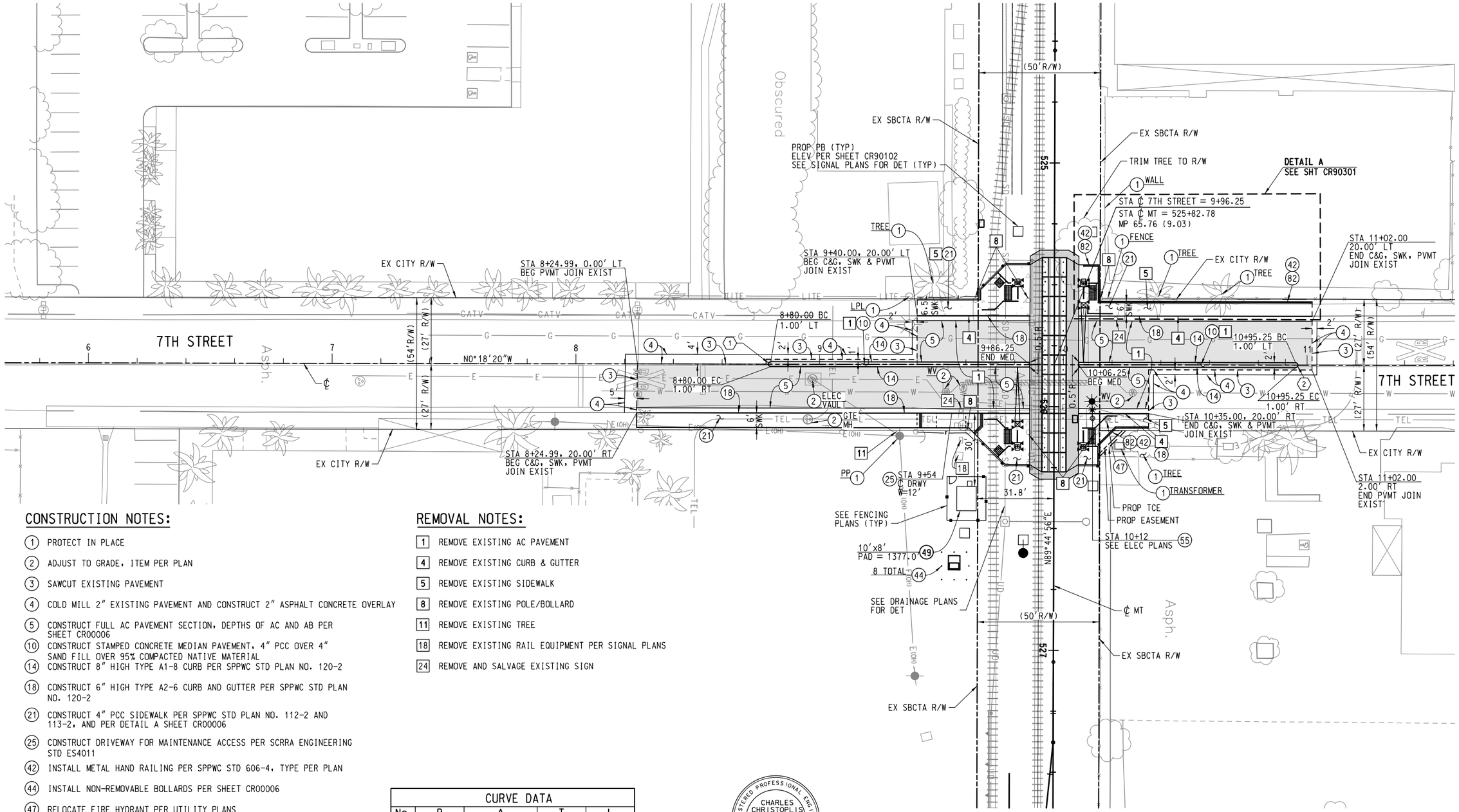
1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

JIANSHENG SONG No. 71849 Exp. 12/31/19 CIVIL REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
6TH STREET – MP 65.70 (8.97)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR89101
REVISION | SHEET NO.
SCALE 1"=20'



CONSTRUCTION NOTES:

(1) PROTECT IN PLACE

(2) ADJUST TO GRADE, ITEM PER PLAN

(3) SAWCUT EXISTING PAVEMENT

(4) COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY

(5) CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006

(10) CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL

(14) CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2

(18) CONSTRUCT 6" HIGH TYPE A2-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2

(21) CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006

(25) CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011

(42) INSTALL METAL HAND RAILING PER SPPWC STD 606-4, TYPE PER PLAN

(44) INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006

(47) RELOCATE FIRE HYDRANT PER UTILITY PLANS

(49) INSTALL SIGNAL HOUSE

(55) INSTALL STREET LIGHT PER ELECTRICAL PLANS

(82) INSTALL WALKWAY TURNDOWN SECTION PER DETAIL ON SHEET CR00006

REMOVAL NOTES:

[1] REMOVE EXISTING AC PAVEMENT

[4] REMOVE EXISTING CURB & GUTTER

[5] REMOVE EXISTING SIDEWALK

[8] REMOVE EXISTING POLE/BOLLARD

[11] REMOVE EXISTING TREE

[18] REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

[24] REMOVE AND SALVAGE EXISTING SIGN

CURVE DATA				
No.	R	Δ	T	L
(1)	1.00	179°41'40"	374.87	3.14
(2)	1.00	179°41'40"	374.87	3.14

REGISTERED PROFESSIONAL ENGINEER — CHARLES CHRISTOPLIS — No. 045570 — CIVIL — STATE OF CALIFORNIA

DOT 027246B, CPUC 101 SG-65.76

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER — JIANHENG SONG — No. 71849 Exp. 12/31/19 — CIVIL — STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

STREET IMPROVEMENT
7TH STREET – MP 65.76 (9.03)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR90101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 4:47:11 PM KCARR
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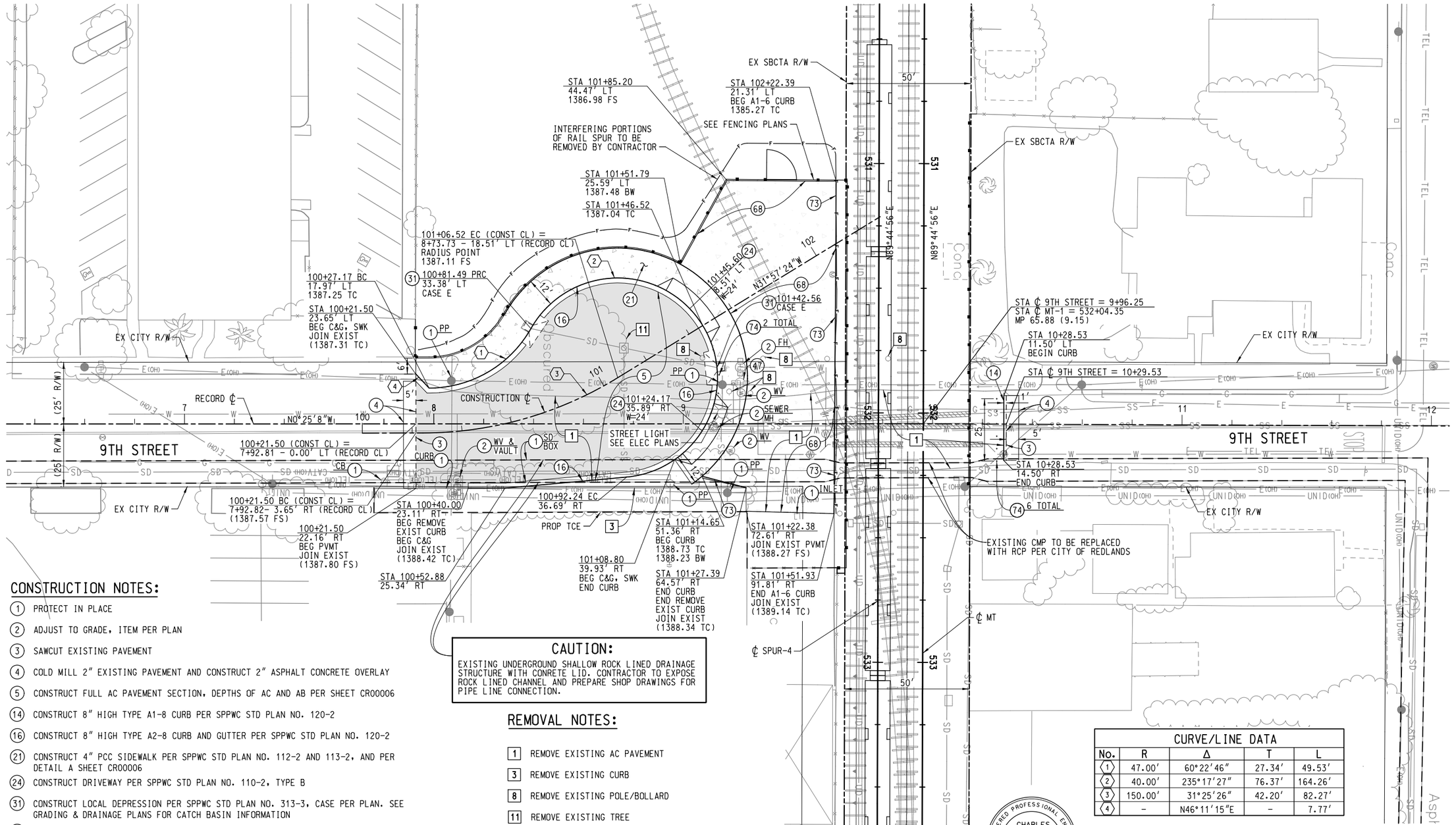

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
47. RELOCATE FIRE HYDRANT PER UTILITY PLANS
68. CONSTRUCT 6" PCC PAVEMENT
73. CONSTRUCT 6" HIGH TYPE A1-6 CURB PER SPPWC STD PLAN NO. 120-2
74. INSTALL BOLLARD PER QUICK CRETE PLAN NO. QR-13B PAINTED RAL6002 AT 5FT SPACING OFF CENTER

CAUTION:

EXISTING UNDERGROUND SHALLOW ROCK LINED DRAINAGE STRUCTURE WITH CONRETE LID. CONTRACTOR TO EXPOSE ROCK LINED CHANNEL AND PREPARE SHOP DRAWINGS FOR PIPE LINE CONNECTION.

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
3. REMOVE EXISTING CURB
8. REMOVE EXISTING POLE/BOLLARD
11. REMOVE EXISTING TREE

CURVE/LINE DATA				
No.	R	Δ	T	L
1	47.00'	60°22'46"	27.34'	49.53'
2	40.00'	235°17'27"	76.37'	164.26'
3	150.00'	31°25'26"	42.20'	82.27'
4	–	N46°11'15"E	–	7.77'

REGISTERED PROFESSIONAL ENGINEER
CHARLES CHRISTOPLIS
No. 045570
CIVIL
STATE OF CALIFORNIA

20 0 20 40
SCALE: 1"=20'

DOT 027247H, CPUC 101 SG-65.88

REV.	DATE		BY	SUB.	APP.
1	08-31-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Sulte 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Michael Pool, Assistant City Engineer, R.C.E 49585

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

STREET IMPROVEMENT
9TH STREET – MP 65.88 (9.15)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR91101
REVISION | SHEET NO.
SCALE 1"=20'

8/7/2019 5:04:16 PM KCARR
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8/7/2019 5:08:50 PM KCARR
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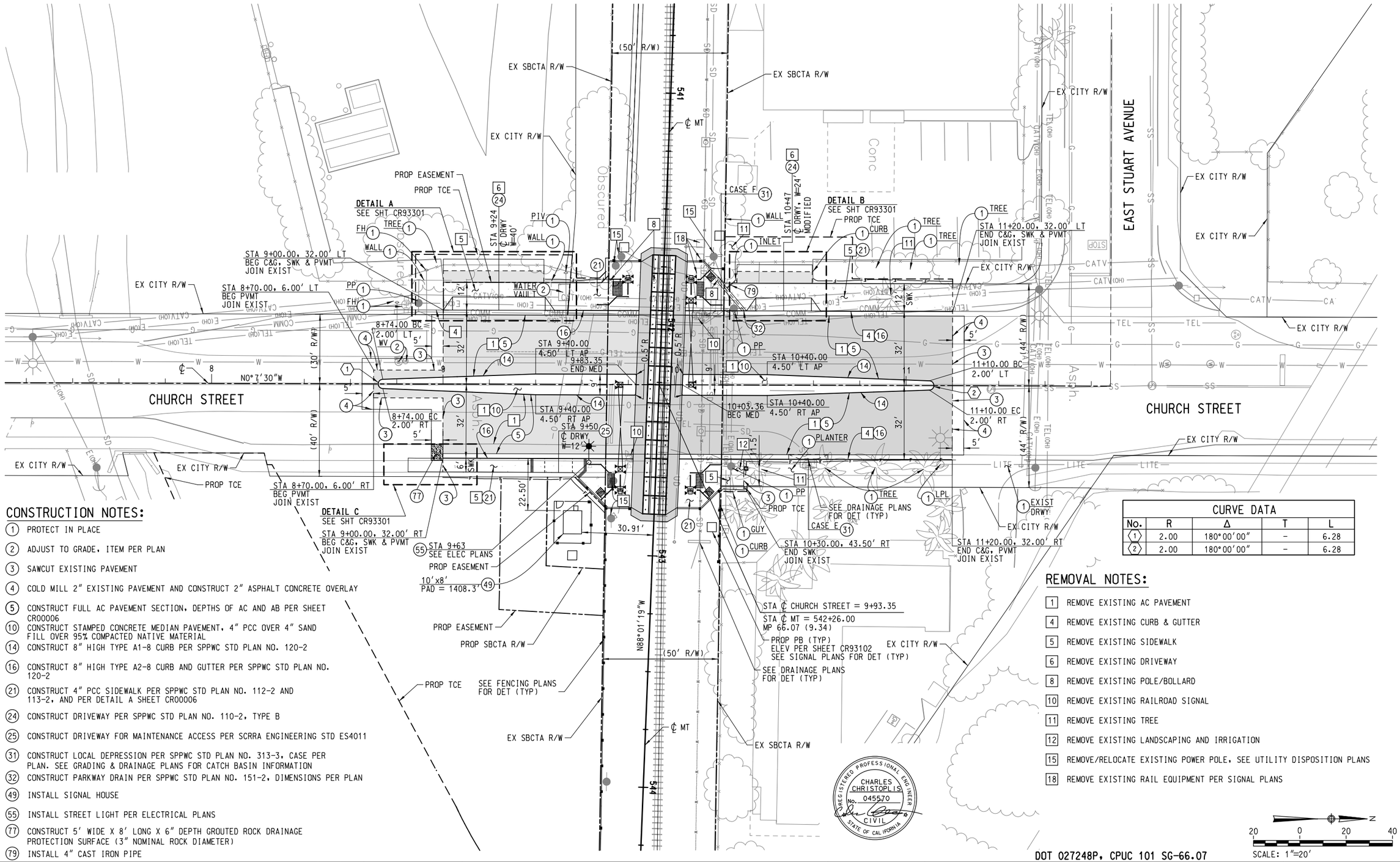


CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
25. CONSTRUCT DRIVEWAY FOR MAINTENANCE ACCESS PER SCRRA ENGINEERING STD ES4011
31. CONSTRUCT LOCAL DEPRESSION PER SPPWC STD PLAN NO. 313-3, CASE PER PLAN. SEE GRADING & DRAINAGE PLANS FOR CATCH BASIN INFORMATION
32. CONSTRUCT PARKWAY DRAIN PER SPPWC STD PLAN NO. 151-2, DIMENSIONS PER PLAN
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS
77. CONSTRUCT 5' WIDE X 8' LONG X 6" DEPTH GROUTED ROCK DRAINAGE PROTECTION SURFACE (3" NOMINAL ROCK DIAMETER)
79. INSTALL 4" CAST IRON PIPE

CURVE DATA				
No.	R	Δ	T	L
1	2.00	180°00'00"	-	6.28
2	2.00	180°00'00"	-	6.28

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
12. REMOVE EXISTING LANDSCAPING AND IRRIGATION
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS

CHARLES CHRISTOPLIS No. 045570 CIVIL STATE OF CALIFORNIA — REGISTERED PROFESSIONAL ENGINEER

N
20 0 20 40
SCALE: 1"=20'

DOT 027248P, CPUC 101 SG-66.07

REV.	DATE		BY	SUB.	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

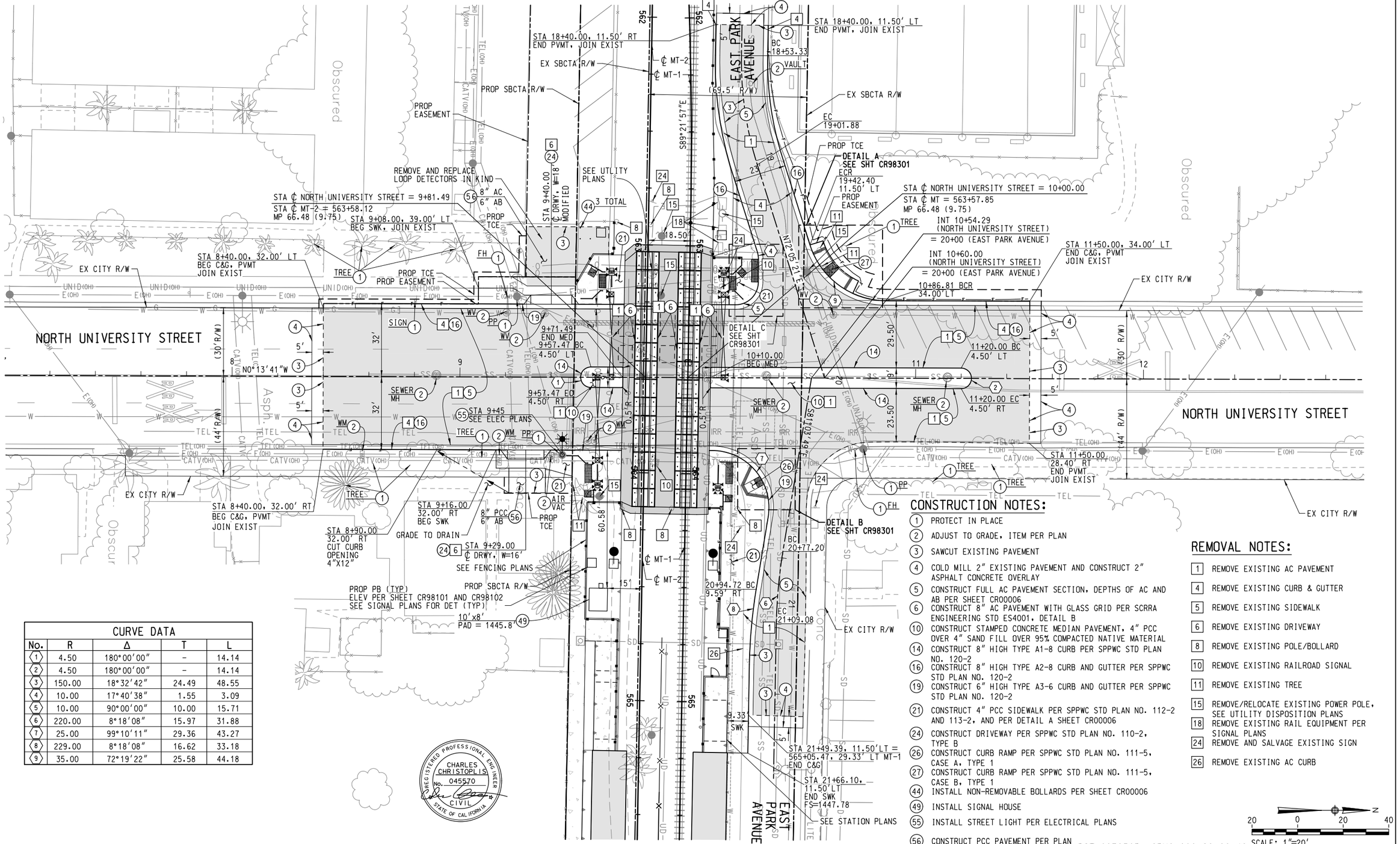
1 Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

JINSHENG SONG No. 71849 Exp. 12/31/19 CIVIL STATE OF CALIFORNIA — REGISTERED PROFESSIONAL ENGINEER

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
CHURCH STREET – MP 66.07 (9.34)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR93101
REVISION | SHEET NO.
SCALE 1"=20'



CURVE DATA				
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3	150.00	18°32'42"	24.49	48.55
4	10.00	17°40'38"	1.55	3.09
5	10.00	90°00'00"	10.00	15.71
6	220.00	8°18'08"	15.97	31.88
7	25.00	99°10'11"	29.36	43.27
8	229.00	8°18'08"	16.62	33.18
9	35.00	72°19'22"	25.58	44.18

CONSTRUCTION NOTES:

1. PROTECT IN PLACE
2. ADJUST TO GRADE, ITEM PER PLAN
3. SAWCUT EXISTING PAVEMENT
4. COLD MILL 2" EXISTING PAVEMENT AND CONSTRUCT 2" ASPHALT CONCRETE OVERLAY
5. CONSTRUCT FULL AC PAVEMENT SECTION, DEPTHS OF AC AND AB PER SHEET CR00006
6. CONSTRUCT 8" AC PAVEMENT WITH GLASS GRID PER SCRRA ENGINEERING STD ES4001, DETAIL B
10. CONSTRUCT STAMPED CONCRETE MEDIAN PAVEMENT, 4" PCC OVER 4" SAND FILL OVER 95% COMPACTED NATIVE MATERIAL
14. CONSTRUCT 8" HIGH TYPE A1-8 CURB PER SPPWC STD PLAN NO. 120-2
16. CONSTRUCT 8" HIGH TYPE A2-8 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
19. CONSTRUCT 6" HIGH TYPE A3-6 CURB AND GUTTER PER SPPWC STD PLAN NO. 120-2
21. CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD PLAN NO. 112-2 AND 113-2, AND PER DETAIL A SHEET CR00006
24. CONSTRUCT DRIVEWAY PER SPPWC STD PLAN NO. 110-2, TYPE B
26. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE A, TYPE 1
27. CONSTRUCT CURB RAMP PER SPPWC STD PLAN NO. 111-5, CASE B, TYPE 1
44. INSTALL NON-REMOVABLE BOLLARDS PER SHEET CR00006
49. INSTALL SIGNAL HOUSE
55. INSTALL STREET LIGHT PER ELECTRICAL PLANS
56. CONSTRUCT PCC PAVEMENT PER PLAN

REMOVAL NOTES:

1. REMOVE EXISTING AC PAVEMENT
4. REMOVE EXISTING CURB & GUTTER
5. REMOVE EXISTING SIDEWALK
6. REMOVE EXISTING DRIVEWAY
8. REMOVE EXISTING POLE/BOLLARD
10. REMOVE EXISTING RAILROAD SIGNAL
11. REMOVE EXISTING TREE
15. REMOVE/RELOCATE EXISTING POWER POLE, SEE UTILITY DISPOSITION PLANS
18. REMOVE EXISTING RAIL EQUIPMENT PER SIGNAL PLANS
24. REMOVE AND SALVAGE EXISTING SIGN
26. REMOVE EXISTING AC CURB

20 0 20 40
SCALE: 1"=20'

DOT 027250R, CPUC 101 SG-66.48

CHARLES CHRISTOPLIS
No. 045570
REGISTERED PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

REV.	DATE		BY	SUB	APP.
1	07-19-19	ADDED CITY SIGNATURE	TJ		SG
0	02-06-19	CONFORMED	TJ		SG

DESIGNED BY J. SONG
DRAWN BY J. KUO
CHECKED BY J. BROWN
APPROVED BY R. KLOVSKY
DATE 5-18-2018

San Bernardino County Transportation Authority

HDR
2280 Market Street, Suite 100
Riverside, CA 92501-2110
(951) 320-7300

Accepted By
Savat Khamphou, Engineering Manager, R.C.E. 62019

REGISTERED PROFESSIONAL ENGINEER
JIANSHENG SONG
No. 71849
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA

REDLANDS PASSENGER RAIL PROJECT

ROADWAY IMPROVEMENT
N. UNIVERSITY STREET – MP 66.48 (9.75)
LAYOUT

CONTRACT NO. 17-1001705
DRAWING NO. CR98101
REVISION | SHEET NO.
SCALE 1"=20'

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Exhibit B – Preliminary Quiet Zone Risk Index Calculations

San Gabriel (formerly Redlands) Subdivision

Southern California Regional Rail Authority

Notice of Intent to Create New Quiet Zone

Draft Quiet Zone Risk Index Calculation **QZ Name: RPRP Draft Quiet Zone Report**

FRA Crossing #	CPUC Crossing #	MP	Street	PRE SSM	SSM	Risk Index	Risk Index (with closure redistribution)	Proposed Improvements	ASM/MSSM Effectiveness Rate	Risk Index with improvements
027231L	101 SG-63.00 (002U-6.30)	63.00 (6.3)	California Street			167,829.51	167,829.51	Modify existing 100'+ median to the south and modify approx. 50' of existing 100' median to the north, driveways w/in 20', add 3quad gates, Presignal traffic signal preemption. MSSM Partial Risk Reduction for exit gates with 100' median on south side and 50' median modification on north side.	0.66	57,062.03
027232T	101 SG-63.50 (002U-6.80)	63.50 (6.8)	Nevada Street			90,723.59	90,723.59	add 100' medians, driveway approx. 40' upstream from gate, protected by median and warning gate on approach.	0.8	18,144.72
027233A	101 SG-64.02 (002U-7.30)	64.02 (7.3)	Alabama Street			161,083.20	161,083.20	100' medians, downstream driveways adjacent to the crossing and warning device location on both crossing exits. Upstream driveway within 60'.		161,083.20
027234G	101 SG-64.20 (002U-7.40)	64.20 (7.4)	Colton Avenue			108,777.76	108,777.76	Add 3 quad gates, modify medians, traffic signal preemption, Redlands Blvd w/in 60'. MSSM Reduction for exit gates on south side and 100' median modification on north side.	0.785	23,387.22
027235N	101 SG-64.55 (002U-7.80)	64.55 (7.8)	Tennessee Street			154,190.82	154,190.82	Add raised medians, traffic signal preemption, Redlands Blvd and driveway approx. 20' from crossing.		154,190.82
027237C	101 SG-64.82 (002U-8.10)	64.82 (8.1)	New York Street			318.63	318.63	Existing Closed Crossing, convert to new pedestrian crossing with active gates all quadrants		318.63
027238J	101 SG-64.88 (002U-8.20)	64.88 (8.2)	Stuart Avenue		2	17,958.74	0.00	Close Crossing, remove pavement extend curb on Redlands and Stuart. Risk redistributed to adjacent crossings.		0.00
027239R	101 SG-65.07 (002U-8.40)	65.07 (8.4)	Texas Street		13	118,332.11	119,363.94	add 100' raised medians, sidewalk/pedestrian and driveway modifications		23,872.79
027240K	101 SG-65.36 (002U-8.60)	65.36 (8.6)	Eureka Street			130,651.71	130,651.71	modify medians to min. 100', downstream driveway at 70'	0.8	26,130.34
027242Y	101 SG-65.57 (002U-8.80)	65.57 (8.8)	Orange Street			138,136.37	138,136.37	105' and 95' medians, traffic signal preemption, upstream driveway at 30', Oriental Avenue at 95'	0.8	27,627.27
027245U	101 SG-65.70 (002U-9.00)	65.70 (9.0)	6th Street			96,417.80	96,417.80	Add 65' and 100'+ medians, upstream and downstream driveways at 30' and 50'		96,417.80
027246B	101 SG-65.76 (002U-9.10)	65.76 (9.1)	7th Street			26,055.58	28,916.45	Add 105' and 95' medians, downstream driveways at 30' and 60'		28,916.45
027247H	101 SG-65.88 (002U-9.20)	65.88 (9.2)	9th Street		2	24,134.37	0.00	Close crossing create cul-de-sac add barricades. Risk redistributed to adjacent crossings.		0.00
027248P	101 SG-66.07 (002U-9.30)	66.07 (9.3)	Church Street			73,539.53	74,671.62	Add 110' medians, upstream driveway at 20' and downstream driveways at 40' on south side. MSSM Partial Reduction for downstream driveway at 40' in southwest quadrant.	0.68	23,894.92
027250R	101 SG-66.48 (002U-9.80)	66.48 (9.8)	University Street			68,092.97	68,092.97	Add 18' and 115' medians, 3-Quad gates, Park Ave and driveway w/in 20' on north side of crossing. MSSM Partial Reduction for exit gates on south side of crossing and for downstream roadway at 20' in northeast quadrant.	0.625	25,534.86
									Risk Index with Horns (RIWH)	**55,005.71**
									Quiet Zone Risk Index (QZRI)	**44,438.74** **PASS**

LEGEND:

Risk Index from FRA Quiet Zone Calculator

Proposed ASM/MSSM Effectiveness Rate

SSM 2 - Permanent Closure (1.0 effectiveness rate)
SSM 13 - Medians (0.8 effectiveness rate)
SSM 10 - 4 Quad Gates (0.77 effectiveness rate)
SSM 11 - 4 Quad Gates with Medians (0.92 effectiveness rate)

DRAFT

CONTRACT NO. 15-1001047

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,

AND THE CITY OF REDLANDS,

FOR THE REDLANDS PASSENGER RAIL PROJECT

This Memorandum of Understanding ("MOU") is made and entered into by and between the San Bernardino County Transportation Commission ("SANBAG"), the City of Redlands ("CITY"). (SANBAG and CITY are each a "Party" and collectively "Parties"). The Effective Date of this AGREEMENT shall be the date upon which SANBAG executes this AGREEMENT.

RECITALS

WHEREAS, SANBAG owns and is responsible for the maintenance on the Redlands Subdivision railroad right-of-way between San Bernardino and Redlands ("ROW"); and

WHEREAS, a portion of the ROW is presently being used for operation of freight trains by the Burlington Northern Santa Fe Railway Company ("BNSF"); and

WHEREAS, SANBAG desires to implement the Redlands Passenger Rail Project ("PROJECT") within and along the ROW; and

WHEREAS, the PROJECT includes improvements located within the ROW ("IMPROVEMENTS") and ancillary facilities such as stations and parking facilities located on property adjoining the ROW ("FACILITIES"); and

WHEREAS, the implementation and operation of the PROJECT is governed by United States Code, Title 49 – TRANSPORTATION SUBTITLE IV – INTERSTATE TRANSPORTATION, PART A – RAIL, CHAPTER 105 – JURISDICTION, Section 10501 – General jurisdiction; and

WHEREAS, the PROJECT is included in the approved SANBAG Measure I 2010-2040 Ten-Year Delivery Plan and the Southern California Association of Governments' Regional Transportation Plan and is eligible to receive funds from the Measure I 2010-2040 San Bernardino Valley Metrolink/Passenger Rail Program; and

WHEREAS, SANBAG and City of Redlands have entered in to an agreement, SANBAG Contract No. 97-026, regarding parking related to the PROJECT at certain stations in the City of Redlands; and

WHEREAS, SANBAG is completing an Environmental Impact Study and Environmental Impact Report ("EIS/EIR") identifying potential impacts of the PROJECT and associated mitigation measures per federal and state guidelines and plans to certify the project and move towards construction and implementation; and

WHEREAS, the implementation of Quiet Zones at specific highway-rail at-grade crossings is listed as one of the preferred mitigation measures in the EIS/EIR; and

WHEREAS, per Code of Federal Regulations, TITLE 49 - TRANSPORTATION SUBTITLE B CHAPTER II PART 222, only the public authority responsible for traffic control or law enforcement at the highway-rail at-grade crossing can implement a Quiet Zone; and

WHEREAS, SANBAG and CITY recognize that coordination of PROJECT utility relocations with CITY is mutually beneficial to both SANBAG and CITY and wish to minimize cost and schedule disruptions of utility relocations; and

WHEREAS, SANBAG has need of and desires to reach an understanding with the CITY in carrying out SANBAG's responsibilities for design, construction, and operation of the PROJECT, specifically to define the scope of CITY'S involvement in the review and approval of design drawings, to establish defined review period time frames, and to acknowledge other necessary steps SANBAG and CITY must follow; and

NOW, THEREFORE, the Parties agree to the following:

RESPONSIBILITIES:

1. The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this Agreement and are incorporated herein by this reference.

2. The PROJECT as described and depicted on Exhibits A and B attached hereto and incorporated herein is located in the Cities of San Bernardino and Redlands.

3. CITY and SANBAG will meet and confer to establish SANBAG's responsibilities for construction and operation of the PROJECT, specifically to define specified time frames for review and approval of design drawings, permits, and to acknowledge other necessary steps SANBAG and CITY must follow for approval of PROJECT FACILITIES and improvements.

4. CITY and SANBAG will identify one or more contact individuals for all PROJECT related matters.

5. SANBAG agrees to design, construct, and maintain at-grade crossing improvements along the PROJECT corridor to be Quiet Zone capable and to prepare all required applications and technical studies needed to implement Quiet Zones along the entire PROJECT corridor.

6. CITY agrees to attend site diagnostic meetings, execute concurrence documents in compliance with CPUC General Order 75 and 88, and file all federally required documentation when construction of all PROJECT grade crossings is substantially complete in order to implement Quiet Zones within its jurisdiction at all crossings included within the scope of the PROJECT.

7. CITY agrees to prepare and process a General Plan Change or similar land use guidance document and discretionary actions as may be required for the closure of crossings as determined by SANBAG, CITY, and the CPUC; and implement parking prohibitions adjacent to all crossings as may be required by the CPUC.

8. CITY and SANBAG will identify and plan for utility relocations and modifications, including streets in a coordinated manner. Specific agreements will be outlined as to which utilities need to be relocated, when they will be relocated, and who will perform the work. CITY and SANBAG recognize the need to perform this work in a timely and cost effective manner.

9. CITY agrees it will invoke its franchise/utility agreements and have its rights under those agreements imposed on utilities if it is determined utilities are in conflict with the PROJECT and require relocation. The CITY will formally inform the utilities of the CITY's intent to exercise its rights and request the relocation of utilities pursuant to the franchise/utility agreements.

10. When possible, CITY and SANBAG will coordinate PROJECT construction schedules with CITY project construction and CITY construction schedules, particularly with respect to utility relocations.

11. SANBAG will provide a mechanism to incorporate such PROJECT "Betterments" as may be requested by the CITY. Betterments are defined as facilities which are not required for the PROJECT or required by city zoning or building regulations and are enhancements to the PROJECT. Cost sharing will be negotiated in good faith on a case-by-case basis.

12. CITY will collaborate with SANBAG to acquire or vacate necessary right-of-way to complete the implementation of the PROJECT based on the PROJECT implementation schedule to be provided by SANBAG.

13. CITY shall execute new grade crossing and utility license agreements, drafted by SANBAG, for each new and existing CITY owned utility, including streets that cross SANBAG's Redlands Branch Corridor right-of-way.

14. CITY will contribute in-kind services to the PROJECT providing at their own costs, but not limited to, all plan reviews, processing, construction permits, and construction inspections.

15. Dispute Resolution. This agreement shall be interpreted in accordance with the laws of the State of California except those issues regulated by the Code of Federal Regulations. Any dispute between the parties shall be resolved as follows:

    a. The individuals identified in Paragraph 3 hereof shall meet and confer in good faith to resolve the dispute.

    b. If unresolved the dispute shall be referred to the City Manager of CITY and SANBAG's Executive Director who shall meet and confer in good faith to resolve the dispute. In the event the dispute is still not resolved the dispute shall be referred to the governing bodies of the CITY and SANBAG who shall arrange to meet and confer through committees, representatives, or delegates to resolve the dispute. The decisions of the governing bodies shall be final. The CITY and SANBAG reserve all rights, following completion of the above described process, to seek appropriate relief or remedy.

16. Following completion of the PROJECT, CITY and SANBAG will continue to meet and confer on the common interests of both with respect to the safe operation and maintenance of the passenger rail system and CITY facilities including potential effects on traffic within the project limits in CITY.

17. No Party nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under this AGREEMENT. It is understood and agreed that each Party shall fully defend, indemnify and save harmless each other Party, its officers, directors, members, employees, contractors or agents from all claims, liabilities, suits or actions of every name, kind and description brought for or on account of any injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority, action or inaction undertaken under this AGREEMENT by the indemnifying party.

18. This AGREEMENT shall continue in full force and effect through December 31, 2020.

19. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of their respective Parties and that by so executing this AGREEMENT, the Parties hereto are formally bound to this AGREEMENT.

20. Except on subjects preempted by federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All Parties

agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.

21. If any clause or provision of this AGREEMENT is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.

22. This AGREEMENT can be amended with a written amendment when duly authorized and executed by both Parties.

23. In the event of litigation arising from this AGREEMENT, each Party to this AGREEMENT shall bear its own costs, including attorney(s) fees.

24. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.

25. Any notice required or authorized to be given hereunder or any other communications between the Parties provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier or by facsimile addressed to the relevant party at the address/fax number stated below.

26. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.

If to SANBAG:	Raymond Wolfe, Executive Director 1170 West 3rd Street, Second Floor San Bernardino, CA 92410-1715 (909) 884-8276
If to City of Redlands:	N. Enrique Martinez, City Manager 35 Cajon Street, Suite 200 P.O. Box 3005 Redlands, CA 92373 (909) 798-7510

26. Exhibit A (Project Description) and Exhibit B (Project Location Map) is attached to and incorporated into this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT below.

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
Raymond Wolfe
SANBAG Executive Director

Date: 2/12/15

CITY OF REDLANDS

By: _____
Paul Foster, Mayor
City of Redlands

Date: 2/3/2015

Attest:

By: _____
Sam Irwin, City Clerk

Date: 2/3/2015

APPROVED AS TO FORM:

By: _____
Robert D. Herrick
Asst. SANBAG General Counsel

Date: 2/9/15

APPROVED AS TO FORM:

By: _____
Dan McHugh
City Attorney

Date: 3 February 2015

MEMORANDUM OF UNDERSTANDING NO. 15-1001047

EXHIBIT A - Project Overview

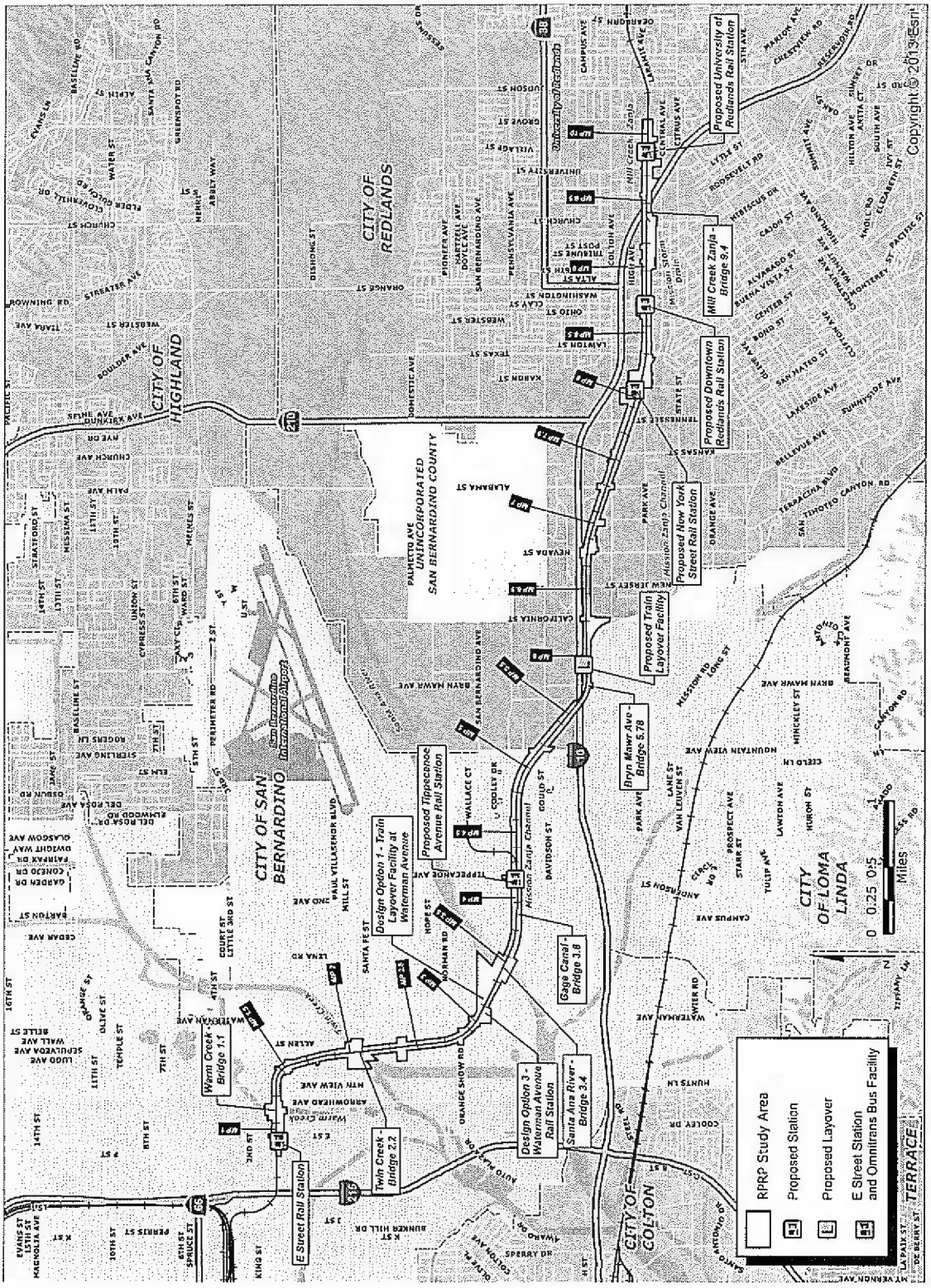
The Redlands Passenger Rail Project (RPRP) encompasses an approximately nine-mile corridor extending east from the City of San Bernardino to the City of Redlands. The project extends along an existing railroad right-of-way owned by SANBAG and commonly referred to as the Redlands Branch or Subdivision.

The project proposes the operation of passenger rail service between E Street in the City of San Bernardino and the University of Redlands, in the City of Redlands. Passenger rail service will be facilitated by up to five station stops. Up to four new station stops will be constructed in conjunction with RPRP. These include possibly one station located at either Tippecanoe Avenue or Waterman Avenue within the City of San Bernardino and New York Street, Orange Street, and University Street within the City of Redlands. The fifth station is being constructed at E Street in San Bernardino as part of the Downtown San Bernardino Passenger Rail Project. SANBAG also proposes the replacement of the existing railroad tracks and ties, reconstruction or rehabilitation of existing bridge structures, potential construction of a new train layover facility, and auxiliary improvements such as at-grade highway crossing and safety enhancements, new parking facilities, and improvements to pedestrian access.

The project is currently considering three vehicle options for operations: two (2) types of diesel-powered locomotives and one (1) type diesel multiple units (DMU). The final vehicle type selected will meet Tier 4 emission requirements. Frequency of these vehicles would be 30 minute headways during AM and PM peak travel times and hour headways during off-peak times traveling between the E Street and University of Redlands Stations. Functionality will be built into the system to allow for Metrolink a limited number of trains.

MEMORANDUM OF UNDERSTANDING NO. 15-1001047

EXHIBIT B - Project Area



286 of 974

Redlands Regular Meeting of 07-19-22

AMENDMENT NO. 1 TO

CONTRACT NO. 15-1001047

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION,

AND THE CITY OF REDLANDS,

FOR THE REDLANDS PASSENGER RAIL PROJECT

This AMENDMENT No. 1 to Contract No. 15-1001047, a Memorandum of Understanding, is made and entered into by and between the San Bernardino County Transportation Commission ("SANBAG"), and the City of Redlands ("CITY"). (SANBAG and CITY are each a "Party" and collectively "Parties"). The Effective Date of this AMENDMENT shall be the date upon which SANBAG executes this AMENDMENT.

RECITALS

WHEREAS, SANBAG and CITY entered into a Cooperative Agreement (SANBAG Contract No. 97-026) October 1, 1996, addressing the roles and responsibilities of the Parties for the implementation of a Passenger Rail Station ("STATION") located in City's downtown area, including but not limited to the requirement that the CITY shall contribute $500,000 toward the construction of the STATION; and

WHEREAS, SANBAG and CITY entered into a Memorandum of Understanding (Contract No. 15-1001047) on February 12, 2015, addressing the roles and responsibilities of the Parties for the implementation of the Redlands Passenger Rail Project ("PROJECT"); and

WHEREAS, the Memorandum of Understanding provides for the potential that CITY may request SANBAG include PROJECT betterments in the PROJECT design and construction with the cost sharing for betterments being negotiated in good faith on a case-by-case basis; and

WHEREAS, CITY has requested SANBAG incorporate station betterments ("BETTERMENTS") above the PROJECT's standard station design criteria for the STATION; and

WHEREAS, SANBAG is responsible for implementation of the PROJECT and has received environmental approval through a single Environmental Impact Statement/Environmental Impact Report (EIS/EIR) document, in a manner that addresses the requirements of both the Federal National Environmental Protection Act (NEPA) and the California Environmental Quality Act (CEQA) in March 2015 and has obtained or intends to obtain the necessary clearances, permits, authorizations, and funding to perform the engineering, design, and construction necessary to complete the PROJECT.

NOW, THEREFORE, it is mutually understood and agreed to by the Parties as follows:

ARTICLE 1: TERMS & CONDITIONS

The Parties agree that the above referenced RECITALS are true and correct in all respects and shall constitute a substantive part of this AMENDMENT and are incorporated herein by this reference.

The Parties agree that the BETTERMENTS are station features that are in addition to the STATION described in the Cooperative Agreement, SANBAG Contract No. 97-026, and CITY's responsibilities to pay for the BETTERMENTS are in addition to CITY contributions for the STATION also described in the Cooperative Agreement, SANBAG Contract No. 97-026.

SANBAG will support CITY's desired BETTERMENTS provided these BETTERMENTS:

A. Are mutually agreed-upon by both SANBAG and CITY;

B. Are cost-neutral to SANBAG;

C. Do not diminish or conflict with SANBAG's design criteria with regards to safety, security, and platform height;

D. Are consistent with all applicable state, federal, local, and industry regulations codes and standards including but not limited to, the Americans With Disabilities Act (ADA), National Fire Prevention Association (NFPA), the American Public Transportation Association (APTA), the California Public Utilities Commission (CPUC), the Federal Railroad Administration (FRA), and the Federal Transit Administration (FTA);

E. Do not require additional right-of-way acquisitions;

F. Do not conflict with the PROJECT's approved EIS/EIR document and do not require additional environmental analysis;

G. Are designed by SANBAG's engineering and design contractors, managed directly by SANBAG; and

H. Are defined in a timely manner and do not delay SANBAG's ability to advertise for construction bids as defined in Exhibit "1-A".

ARTICLE 2: FUNDING

DESIGN COSTS

SANBAG agrees to fund the design of the STATION to the extent of the cost of a standard PROJECT station as defined in the PROJECT design criteria. The standard design costs are already accounted for in the SANBAG's contract for final design. The CITY will fund all costs related to the design of the BETTERMENTS requested by CITY.

The CITY has allocated an amount not-to-exceed $150,000 for the design of the BETTERMENTS. These design costs are above and beyond SANBAG's budget for the design of a standard PROJECT station, including the station canopies, which are depicted in Exhibit "1-B". As the design of the BETTERMENTS proceeds, SANBAG will invoice CITY for the BETTERMENT design costs incurred by SANBAG and CITY shall reimburse SANBAG within 30 days of receipt of invoice.

SANBAG shall inform CITY when $120,000 of the allocated $150,000 has been expended and the need for additional funding beyond the $150,000 allocated. If CITY determines additional funding will be provided to complete the BETTERMENTS, CITY will provide SANBAG written notice of an additional amount to be allocated towards the design of the BETTERMENTS. If CITY determines no additional funds will be allocated towards the design of the BETTERMENTS, SANBAG shall reserve the right to stop design of the BETTERMENTS once the $150,000 allocation is expended. If design of BETTERMENTS are not complete at the time the $150,000 allocation is expended, CITY shall reimburse SANBAG for any additional costs to SANBAG of redesigning the plans to eliminate the uncompleted BETTERMENTS from the design.

CONSTRUCTION AND CONSTRUCTION COSTS

During the design process, an engineer's estimate will be prepared by SANBAG and its consultants showing the estimated cost of construction of the identified BETTERMENTS prior to advertising for construction bids. Prior to SANBAG advertising the PROJECT for construction bids, CITY and SANBAG will enter into a separate construction agreement relating to the BETTERMENTS for the STATION, where the CITY shall commit to funding the construction of, and construction-related services for, the BETTERMENTS, which will be in addition to the $500,000 to be contributed by the CITY for the PROJECT as specified in Cooperative Agreement, SANBAG Contract No. 97-026. CITY may elect not to proceed with the BETTERMENTS based upon the engineer's estimate. If CITY elects not to proceed with construction of the BETTERMENTS, CITY shall provide written notification to SANBAG of such election within ten (10) business days of receiving the engineer's estimate and will reimburse SANBAG for any additional cost to SANBAG of redesigning the plans to eliminate the BETTERMENTS.

ARTICLE 3: RESPONSIBILITIES OF SANBAG

SANBAG agrees to the following responsibilities:

A. Act as the lead agency for the PROJECT and shall manage, administer, coordinate, and oversee all work related to it, including design of the agreed upon BETTERMENTS as identified in SANBAG approved contracts;

B. Monitor all elements related to the BETTERMENTS to ensure schedules, quality, and budget goals are met, including proper identification of the construction bid items related to the BETTERMENTS in the PROJECT advertisement for construction bids;

C. Comply with all notice, funding, reporting, and other obligations it may have under Article 2 above, including providing reasonable backup documentation for reports and invoices;

D. Notify CITY in writing of any potential budgetary changes of the BETTERMENTS within 30 days of identifying and confirming these changes; and

E. Submit to CITY the 60%, 90%, and 100% BETTERMENTS design packages for review and comments and provide a timely written response to any comments formally received by CITY.

ARTICLE 4: RESPONSIBILITIES OF CITY

CITY agrees to the following responsibilities:

A. Provide to SANBAG written requests for services to be performed by SANBAG or their design contractors under this Agreement, including conceptual examples of the STATION BETTERMENTS;

B. Comply with all notice, funding, reporting, and other obligations it may have under Article 2 above;

C. Pay for all costs incurred by SANBAG in an amount not-to-exceed $150,000 up to the termination date should this AMENDMENT be terminated in accordance with Article 6 – Additional Provisions, Section A; and

D. Provide all comments on the 60%, 90%, and 100% BETTERMENT design submittals in writing within fourteen (14) calendar days of receipt.

ARTICLE 5: AUDIT & INSPECTION

SANBAG shall maintain a complete set of records in accordance with generally accepted engineering, design and accounting principles. Upon reasonable notice, SANBAG shall permit representatives of CITY to inspect and audit all work, material, payroll, books, accounts, and other data and records related to the BETTERMENTS for a period of five (5) years after final payment or until any on-going audit is completed.

ARTICLE 6 – ADDITIONAL PROVISIONS

A. This AMENDMENT shall continue until terminated as provided below:

   a. Voluntary or involuntary transfer or assignment by either Party hereto without the consent of the other Party of any of the rights, titles, or obligations set forth in this AMENDMENT;

   b. Mutual agreement of the Parties to terminate this AMENDMENT;

   c. Any default or breach of the AMENDMENT by either Party which has not been cured within thirty (30) days after notice of such default by the other Party, or such later time as is reasonably necessary if the default cannot be cured within such thirty (30) day period.

B. Notwithstanding paragraph A above, this agreement shall be terminated upon thirty (30) days written notice by SANBAG to CITY, without liability of any kind on the part of SANBAG, in the event that:

a. The PROJECT or STATION is, for any reason whatsoever, either not funded or defunded by SANBAG or by any funding source upon which SANBAG relies for funding for the project;

b. Any necessary governmental approval, permit or authorization for either the PROJECT or the STATION is denied, withheld or revoked, including any such action by SANBAG's Board of Directors; or

c. Construction of the PROJECT or the STATION is enjoined or otherwise prevented by order of any court or government agency having jurisdiction. In such a case, SANBAG shall have no further obligation or liability, including reimbursement of funds received from CITY for the design of the BETTERMENTS under this AMENDMENT.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT No. 1 below.

SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION

By: _____
Raymond Wolfe
SANBAG Executive Director

Date: 8/25/16

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor
City of Redlands

Date: 8/16/16

Attest:

By: _____
Sam Irwin, City Clerk

Date: 8/16/16

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

Date: 8/22/16

APPROVED AS TO FORM:

By: _____
Daniel J. McHugh
City Attorney

Date: 16 August 2016

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

EXHIBIT 1-B

Option A

Option B

Option C

15-1001047-01

PROJECT SCHEDULE

Milestone	Date
Environmental Clearance	March 2015
Begin Design	November 2015
60% Design Submittal	December 2016
90% Design Submittal	April 2017
100% Design Submittal	May 2017
Invitation to Bid for Construction	August 2017
Begin Construction	April 2018
End Construction	May 2020

AMENDMENT NO. 2 TO

SBCTA CONTRACT NO. 15-1001047

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF REDLANDS

FOR REDLANDS PASSENGER RAIL PROJECT

This second amendment ("AMENDMENT No. 2") to the Memorandum of Understanding for the Redlands Passenger Rail Project ("PROJECT"), by and between the San Bernardino County Transportation Authority (hereinafter "SBCTA") and the City of Redlands (hereinafter "CITY") shall be effective as of the later date (hereinafter, the "Effective Date") of either SBCTA's or CITY'S execution of this AMENDMENT No. 2 as set forth below. SBCTA and CITY are sometimes hereinafter individually referred to as a "Party' and, together, as the "Parties."

RECITALS

WHEREAS, the former San Bernardino Association of Governments ("SANBAG") and CITY previously committed to facilitate the design and construction, maintenance and security for a Passenger Rail Station ("STATION") including, but not limited to, the requirement that CITY shall contribute $500,000 toward the construction of the STATION, pursuant to Cooperative Agreement Contract No. 97-026 ("1997 AGREEMENT") on October 1, 1996; and

WHEREAS, SANBAG and CITY entered into a Memorandum of Understanding (Contract No. 15-1001047) on February 12, 2015, ("MOU") addressing the roles and responsibilities of the Parties for the implementation of PROJECT; and

WHEREAS, SANBAG and CITY entered into Amendment No. 1 to the MOU on August 25, 2016, ("AMENDMENT No. 1") addressing the roles and responsibilities for the design and construction of BETTERMENTS requested by CITY; and

WHEREAS, Property One, LLC, ("OWNER") has acquired the historic Redlands Depot adjacent to the planned PROJECT STATION; and

WHEREAS, the Parties and OWNER desire improvements ("IMPROVEMENTS") to be constructed on and adjacent to OWNER's property; and

WHEREAS, all references to "SANBAG" in the 1997 AGREEMENT, MOU, and AMENDMENT No.1, shall mean San Bernardino County Transportation Authority ("SBCTA");

NOW, THEREFORE, it is mutually understood and agreed by the Parties that both the MOU and AMENDMENT No. 1 will be further amended by this AMENDMENT No. 2 to relocate the Diesel Multiple Unit (DMU) platform and associated communication information system, and ticket vending machine on and adjacent to the historic Redlands Depot hereinafter referred to as "IMPROVEMENTS," as follows:

In consideration of the promises and mutual understandings contained herein, SBCTA and CITY agree to changes, deletions, and additions as identified below:

1. **MOU – Responsibilities:**

Responsibility number 18 is hereby deleted from the MOU in its entirety.

2. **AMENDMENT No. 1 – ARTICLE 1 TERMS & CONDITIONS:**

The following is inserted at the end of Article 1:

SBCTA will support the desired IMPROVEMENTS provided:

A. SBCTA and CITY agree, in writing, on the design of the IMPROVEMENTS; and

B. SBCTA and CITY bear no more than 50% financial obligation for the IMPROVEMENTS; and

C. SBCTA's engineering, design and construction contractors conduct environmental analysis, design, and construction of the IMPROVEMENTS; and

D. Construction of the PROJECT can commence consistent with the delivery schedule depicted in Attachment "2-A" by finalizing design of the IMPROVEMENTS after PROJECT construction has started by incorporating the IMPROVEMENTS' design into construction by contract change order.

3. AMENDMENT No. 1 – ARTICLE 2 FUNDING:

The following is inserted at the end of the Section entitled Design Costs:

Environmental evaluation and design costs for the IMPROVEMENTS are $120,000. The Parties shall each have a 50% financial obligation, and CITY shall pay an amount of $60,000 to SBCTA subsequent to the Effective Date and after CITY's receipt of invoicing from SBCTA with supporting documentation based on the invoices and payments made to third-party consultants, documented schedule of values, and a report of hours expended associated with this AMENDMENT No. 2.

The text of the Section entitled Construction and Construction Costs is deleted in its entirety and replaced with:

The costs of constructing the BETTERMENTS for the Metrolink platform is estimated to be $76,600, for which CITY is wholly responsible. Based on conceptual planning, the cost of constructing the IMPROVEMENTS is estimated to be $115,510. The Parties are each financially responsible for 50% of the IMPROVEMENTS, respectively $57,755 each. CITY shall pay for an amount not to exceed $134,355 for the construction costs of the BETTERMENTS and IMPROVEMENTS. The costs for the BETTERMENTS and IMPROVEMENTS will be in addition to CITY's contribution pursuant to 1997 AGREEMENT. SBCTA will be responsible for all construction management-related costs.

4. AMENDMENT No. 1 – ARTICLE 3 RESPONSIBILITIES OF SANBAG:

The following is inserted at the end of Article 3:

F. Revise the EIR/EIS project description to address the IMPROVEMENTS.

G. Revise the PROJECT design to include the IMPROVEMENTS.

H. Where feasible, remove, store, and reset historic Redlands Depot bricks on the new DMU platform surface or within the OWNER's property.

I. Once design of IMPROVEMENTS is completed, negotiate a construction contract change order with construction contractor to construct the IMPROVEMENTS.

J. Monitor all elements related to the IMPROVEMENTS' environmental review, design and construction activities to verify schedules, quality, and budget goals are met, including proper identification of the construction cost items related to the IMPROVEMENTS in the construction contract change order.

K. Submit to CITY and OWNER the 30% and 100% IMPROVEMENTS design packages for review and comment and provide a written response to any comments submitted by CITY pursuant to 4.E., below.

5. AMENDMENT No. 1 – ARTICLE 4 RESPONSIBILITIES OF CITY:

The following is inserted at the end of Article 4:

E. Provide all comments on the 30% and 100% design submittals to SBCTA in writing within fourteen (14) calendar days of receipt.

6. AMENDMENT No. 1 – ARTICLE 5 AUDIT & INSPECTION:

The following language is added to Article 5 after "related to the BETTERMENTS": "and IMPROVEMENTS."

7. **The recitals set forth above are incorporated herein by this reference.**

8. **Except as amended by this AMENDMENT No. 2, all other provisions of the MOU and AMENDMENT No. 1 shall remain in full force and effect.**

9. **The MOU and AMENDMENT No. 1 are incorporated into this AMENDMENT No. 2.**

SIGNATURES ON THE FOLLOWING PAGE:

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be entered into as of the date set forth above.

CITY:

By: _____
Paul Foster, Mayor

Attest:

By: _____
Jeanne Donaldson, City Clerk

Approved as to form:

By: _____
Dan McHugh, City Attorney

San Bernardino County Transportation Authority:

By: _____
James C. Ramos
President, Board of Directors

Approved As To Form:

By: _____ 7/10/1
Julianna K. Tillquist
Assistant General Counsel

Concurrence:

By: _____
Jeffery Hill
Procurement Manager

Attachment "2-A"

Project Schedule

Milestone	Date
Environmental Clearance	July 2018
Begin Design	March 2018
Invitation to Bid for Construction	August 2018
IMPROVEMENTS 30% Design Submittal	July 2018
IMPROVEMENTS 100% Design Submittal	October 2018
Award Construction Contract	February 2019
End Construction	February 2021

City Council Meeting **I. 11.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Non-Professional Services Agreement with Tanko Streetlighting, Inc. to replace City-owned streetlights with energy-efficient LED lights (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 City Council approve the First Amendment to the Non-Professional Services Agreement with Tanko Streetlighting, Inc.

RECOMMENDATION:

Staff recommends that City Council approve the First Amendment to the Non-Professional Services Agreement with Tanko Streetlighting, Inc.

DISCUSSION:

On September 7, 2021, City Council approved a Non-Professional Services Agreement (Agreement) with Tanko Streetlighting, Inc. (Tanko) to replace City-owned streetlights with energy-efficient light-emitting diode (LED) lights. Since then, Tanko has worked diligently to complete the project. However, unavoidable circumstances related to the COVID-19 pandemic have delayed the project, and Tanko will not be able to successfully complete all project elements prior to the September 1, 2022 completion deadline.

Staff recommends City Council approval of a First Amendment to the Agreement that extends the project completion deadline to March 1, 2023, and designates John R. Harris, Municipal Utilities and Engineering Director, as the City's project representative.

ALTERNATIVES:

City Council may deny the staff recommendation.

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
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact associated with this action.

Attachments

Tanko Streetlighting Agreement
Tanko Agreement First Amendment

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of replacing City-owned streetlights to energy-efficient light-emitting diode ("LED") lights ("Agreement") is made and entered in this 7th day of September, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Tanko Streetlighting, Inc., a California corporation ("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:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform the replacement City-owned streetlights to LED lights (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor 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 Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor

Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates Chris Boatman, Facilities and Community Services 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 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. The Services shall commence as of the Effective Date of this Agreement.

4.2 Contractor shall complete the Services by September 1, 2022, unless the Services are earlier terminated as permitted herein.

4.3 Within ten (10) business days upon Notice to Proceed with the project's Streetlight Conversion phase as outlined in Exhibit A, the Contractor shall be required to provide the City with 100% payment and performance bonds from a surety company licensed to do business in the State of California and with a minimum rating of A from AM Best.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall be in the amount of one million three hundred fifteen thousand six hundred eighty five dollars and ninety three cents ($1,315,685.93). City shall pay Contractor in accordance with Exhibit "A" titled "Cost Proposal" which is attached hereto and incorporated herein by reference.

5.2 Contractor and City shall develop a progress payment schedule based on completion of milestone Services. Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor'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	CONTRACTOR
City Clerk	Jason Tanko, Chief Executive Officer
City of Redlands	Tanko Streetlighting, Inc.
35 Cajon Street	220 Bayshore Boulevard
P.O. Box 3005 (mailing)	San Francisco, CA 94124
Redlands, CA 92373	jason@tankolighting.com
jdonaldson@cityofredlands.org	415-254-7966
(909) 798-7531	415-822-3626

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor 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 Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," 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. 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 Contractor owned vehicles used in connection with Contractor'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.

6.2 Contractor shall defend, indemnify and hold harmless City and its elected 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, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor 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 Contractor's Services. Contractor 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 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

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 Contractor must disclose its financial interests, Contractor 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 Contractor 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, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor 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. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor 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 Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor 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 Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor 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 Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

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 Contractor.

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 Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

TANKO STREETLIGHTING, INC.

By: _____
Jason Tanko, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Streetlight GIS Audit

a. Audit and Lighting Assessment

- Perform a Geographic Information Systems (GIS) inventory audit and photometric design of the new LED streetlight system to ensure safe night-lighting standards to include selection of distribution types, wattage recommendations, color grading, and relevant lighting design information;
- Perform data reconciliation of audit data with utility data; and

Streetlight Conversion

a. Pre and Post Installation Administration

- Develop a comprehensive methodology and timeline to the LED streetlight conversion and LED Pilot Installation;
- Pilot Installation timeline and approach should include an arterial street with minimum conversion of 3 consecutive streetlights and a low-density residential street with a minimum conversion of 2 consecutive streetlights;
- Submit all required documents to ensure SCE processes all available rebates, rate reductions, and incentives to the City;
- Administer all efforts required to submit and process tariff changes from LS- 1 to LS-2 and amend any billing records if needed;
- Manage the fixture selection process, including design, material procurement, installation and commissioning;
- Provide updated electronic post-construction GIS records for all streetlights in the City that include the date of installation, new fixture installed, and updates on asset condition, as well as confirmation of the City's pre- conversion data (lamp type, wattage, pole type, etc.);

b. LED Streetlight Conversion

- Contractor must complete a Bond for Faithful Performance and possess and maintain a California State Contractor's Class C-10 contractor's license throughout the term of the construction phase of the contract;
- Manage procurement, tracking, receipt, offloading, inspection, storage and warehousing of all procured fixtures and equipment with all returns performed at Contractor's sole expense;
- Purchase City approved luminaires from a vendor authorized by the fixture manufacturer;
- Contractor shall warrant all labor and replace defective luminaires and parts thereof for a period of one year from the date of project acceptance;

- Manage deliveries and staggering of material, this should include any secured storage considerations;
- Provide all traffic control plans as necessary to be reviewed and approved by the City and obtain all required no-fee encroachment permits;
- Participate in the development of community outreach and notification plans with the City's Administrative Contact to ensure project awareness and minimize neighborhood disturbance;
- Facilitate proper disposal and recycling of waste material including old fixtures;
- The Contractor shall verify all billing adjustments and coordinate inspection of fixtures with SCE as required;
- Provide all necessary equipment, hardware, and any other materials necessary for a proper installation that ensures installation quality, compliance with project schedule, and proper disposal and/or recycling of old fixtures;
- Contractor shall provide quality assurance staff to inspect final work and correct any errors identified in coordination with City staff to ensure that appropriate inspection procedures are followed and all repairs are documented and forwarded to the City;
- Provide training of City personnel in all aspects of installation, routine operation, maintenance, and safety of the LED fixtures installed;
- Coordinate and attend bi-weekly progress meetings with City staff to review installations, schedules, work safety, public safety, and waste material handling procedures and requirements;
- Propose other relevant services that the City should consider to efficiently manage the retrofit implementation;
- The Contractor shall warrantee the work constructed under this contract to be free of defects in materials and workmanship for a period of one year following the completion date of the retrofit. Any warranty work shall be performed at the Contractor's sole expense including materials and labor.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and _____ _____(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated _____, 20XX, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" 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 of Written dollar amount Dollars ($_____) 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 _____, 20__.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
	BY:
_____	_____
(Signature)	(Signature)
	Address:
	_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

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EXHIBIT "C"

COST PROPOSAL

GE Product Offering

Existing Fixture	New Proposed LED Wattage	Quantity	Turn-Key LED Conversion Unit Price*	Extended Price	Respondent Proposed LED Price
13W CFL - Short Pole1	13	234	$ 240.24	$ 56,216.16	$ 59,945.54
26W CFL - Short Pole1	26	739	$ 240.24	$ 177,537.36	$ 189,315.17
70W HPS - Tall Pole	22	893	$ 239.07	$ 213,485.78	
100W HPS - Tall Pole	28	1,692	$ 239.07	$ 404,499.38	
150W HPS - Tall Pole	36	1,040	$ 241.22	$ 250,869.66	
160W HPS - Tall Pole	36	2	$ 241.22	$ 482.44	
200W CFL - Short Pole	26	33	$ 240.24	$ 7,927.92	$ 12,862.99
200W HPS - Tall Pole	46	186	$ 274.62	$ 51,079.94	
Unknown HPS Wattage - Tall	84	3	$ 394.23	$ 1,182.68	
	Total QTY:	4,822			
			Subtotal:	$ 1,163,281.31	$ 1,183,723.57
		Project Contingency:	10%	$ 116,328.13	$ 118,372.36
		TOTAL (Not to Exceed Contract amount):		$ 1,279,609.44	$ 1,302,095.93

*Turnkey unit pricing is inclusive of all services listed in the provided proposal, installation and material (fixtures and photocells) and sales tax.

1Respondent should provide a price for the preferred Cree standard, but may also propose a different LED standard

Optional Adders

Adder Scope	Quantity	Per unit Cost	Extended Price
Audit of Already LED Lights	755	$ 18.00	$ 13,590.00

EXHIBIT "D"

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.

TANKO STREETLIGHTING, INC.

By: _____
Jason Tanko, Chief Executive Officer

Date: 5/17/2021

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This first amendment ("First Amendment") to the agreement for the replacement of City-owned streetlights with energy-efficient light-emitting diode lights ("Agreement") dated September 7, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Tanko Streetlighting, Inc., a California corporation ("Consultant"), is made and entered into this 19th day of July, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the time for completion of the services to March 1, 2023; and

WHEREAS, it is the desire of the City to designate John R. Harris, Municipal Utilities and Engineering Director, as the City's project representative.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Consultant agree as follows:

AGREEMENT

Section 1. Section 3.2 of the Agreement, titled "Article 3 – Responsibilities of City," is hereby amended to read as follows:

"3.2 City designates John R. Harris, Municipal Utilities and Engineering 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."

Section 2. Section 4.2 of the Agreement, titled "Article 4 – Performance of Services," is hereby amended to read as follows:

"4.2 Contractor shall complete the Services by March 1, 2023 unless the Services are earlier terminated as permitted herein."

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

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 19, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

TANKO STREETLIGHTING, INC.

By: _____
Jason Tanko, Chief Executive Officer

City Council Meeting **I. 12.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8358 levying special taxes with the City of Redlands Community Facilities District No. 2004-1 (Development Services Director Desatnik)

MOTION(S):

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

I move to approve Resolution No. 8358.

RECOMMENDATION:

Staff recommends City Council approval of Resolution No. 8358 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 22/23.

DISCUSSION:

In 2004, City Council approved the formation of Community Facilities District (CFD) No. 2004-1, which was established to maintain landscaping and other improvements associated with various properties annexed into the CFD. The CFD tax collected provides funding for labor, material, and equipment costs associated with the maintenance services. Since its inception, twenty-six (26) applications for annexation have been received, and twenty (21) have been successfully added to the CFD, which are described in Attachment B.

Approval of Resolution No. 8358 is required to levy the special tax in accordance with the California Streets and Highways Code. This Resolution sets the maximum FY 22/23 CFD tax rates, and authorizes the City Clerk to file all necessary information to levy the tax with the County Auditor/Controller no later

than the deadline of August 10, 2022.

ALTERNATIVES:

City Council may deny the staff recommendation. However, adoption of the resolution is necessary to collect revenues to offset landscape maintenance expenses within CFD 2004-1.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher Boatman, Assistant City Manager
Goutam K. Dobey, Engineering Manager

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: FY 2022-23
Revenue Generating: Y
Appropriation Required Y/N: N
Discussion:
The special tax revenue and related expenses are included in the FY 22/23 budget. No general fund contributions are required for maintenance of the CFD.

Attachments

A. Resolution No. 8358
B. List of Annexations

RESOLUTION NO. 8358

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; AND TRACT MAP NO. 20257.

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), and Tract Map No. 20257 (Annexation No. 26) 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 2022-2023;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands 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 2022-2023 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 2022-2023.

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 2022-2023 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 2022-2023 are hereby approved, confirmed and ratified.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Redlands on July 19, 2022.

_____
Paul T. Barich, 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 at a regular meeting thereof, held on the 19th day of July, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

ANNEXATION LEVY SUMMARY BY ASSESSOR’S PARCEL NUMBER

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
1	0174651010000	$ 1,531.25	Original
2	0174651020000	$ 1,531.25	
3	0174651030000	$ 1,531.25	
4	0174651040000	$ 1,531.25	
5	0174651050000	$ 1,531.25	
6	0174651060000	$ 1,531.25	
7	0174651070000	$ 1,531.25	
8	0174651080000	$ 1,531.25	
9	0174651090000	$ 1,531.25	
10	0174651100000	$ 1,531.25	
11	0174651110000	$ 1,531.25	
12	0174651120000	$ 1,531.25	
13	0174651130000	$ 1,531.25	
14	0174651140000	$ 1,531.25	
15	0174651150000	$ 1,531.25	
16	0174651160000	$ 1,531.25	
17	0174651170000	$ 1,531.25	
18	0174651180000	$ 1,531.25	
19	0174651190000	$ 1,531.25	
20	0174651200000	$ 1,531.25	
21	0174651210000	$ 1,531.25	
22	0174651220000	$ 1,531.25	
23	0174651230000	$ 1,531.25	
24	0174651240000	$ 1,531.25	
25	0174651250000	$ 1,531.25	
26	0174651260000	$ 1,531.25	
27	0174651270000	$ 1,531.25	
28	0174651280000	$ 1,531.25	
29	0174651290000	$ 1,531.25	
30	0174651300000	$ 1,531.25	
31	0174651310000	$ 1,531.25	
32	0174651320000	$ 1,531.25	
33	0174651330000	$ 1,531.25	
34	0174651340000	$ 1,531.25	
35	0174661010000	$ 1,531.25	
36	0174661020000	$ 1,531.25	
37	0174661030000	$ 1,531.25	
38	0174661040000	$ 1,531.25	
39	0174661050000	$ 1,531.25	
40	0174661060000	$ 1,531.25	
41	0174661070000	$ 1,531.25	
42	0174661080000	$ 1,531.25	
43	0174661090000	$ 1,531.25	
44	0174661100000	$ 1,531.25	
45	0174661110000	$ 1,531.25	
46	0174661120000	$ 1,531.25	
47	0174661130000	$ 1,531.25	
48	0174661140000	$ 1,531.25	
49	0174661150000	$ 1,531.25	
50	0174661160000	$ 1,531.25	
51	0174661170000	$ 1,531.25	
52	0174661180000	$ 1,531.25	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.		Special Tax Levy	
53	0174661190000	$	1,531.25	
54	0174661200000	$	1,531.25	
55	0174661210000	$	1,531.25	
56	0174661220000	$	1,531.25	
57	0174661230000	$	1,531.25	
58	0174661240000	$	1,531.25	
59	0174661250000	$	1,531.25	
60	0174661260000	$	1,531.25	
61	0174661270000	$	1,531.25	
62	0174661280000	$	1,531.25	
63	0174661290000	$	1,531.25	
64	0174661300000	$	1,531.25	
65	1212371080000	$	458.33	Annex No. 1
66	1212371090000	$	458.33	
67	1212371100000	$	458.33	
68	1212371110000	$	458.33	
69	1212371120000	$	458.33	
70	1212371130000	$	458.33	
71	1212371140000	$	458.33	
72	1212371150000	$	458.33	
73	1212371160000	$	458.33	
74	1212371170000	$	458.33	
75	1212371180000	$	458.33	
76	1212371190000	$	458.33	
77	0174252200000	$	3,275.87	Annex No. 4
78	0174691060000	$	198.28	
79	0174691070000	$	198.28	
80	0174691080000	$	198.28	
81	0174691090000	$	198.28	
82	0174691100000	$	198.28	
83	0174691110000	$	198.28	
84	0174691120000	$	198.28	
85	0174691130000	$	198.28	
86	0174691140000	$	198.28	
87	0174691150000	$	198.28	
88	0174691160000	$	270.94	
89	0174691170000	$	270.94	
90	0174691180000	$	270.94	
91	0174691190000	$	270.94	
92	0174691200000	$	270.94	
93	0174691210000	$	270.94	
94	0174691220000	$	270.94	
95	0174691230000	$	198.28	
96	0174691240000	$	198.28	
97	0174691250000	$	198.28	
98	0174691260000	$	198.28	
99	0174691270000	$	198.28	
100	0174691280000	$	198.28	
101	0174691290000	$	198.28	
102	0174691300000	$	198.28	
103	0174691310000	$	198.28	
104	0174691320000	$	198.28	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
105	0174691330000	$ 215.52	
106	0174691340000	$ 215.52	
107	0174691350000	$ 215.52	
108	0174691360000	$ 215.52	
109	0292061490000	$ 5,787.17	Annex No. 5
110	0292061500000	$ 2,712.74	
111	0292631020000	$ 419.35	Annex No. 9
112	0292631030000	$ 419.35	
113	0292631040000	$ 419.35	
114	0292631050000	$ 419.35	
115	0292631060000	$ 419.35	
116	0292631070000	$ 419.35	
117	0292631080000	$ 419.35	
118	0292631090000	$ 419.35	
119	0292631100000	$ 419.35	
120	0292631110000	$ 419.35	
121	0292631120000	$ 419.35	
122	0292631130000	$ 419.35	
123	0292631140000	$ 419.35	
124	0292631150000	$ 419.35	
125	0292631160000	$ 419.35	
126	0292631170000	$ 419.35	
127	0292631180000	$ 419.35	
128	0292631190000	$ 419.35	
129	0292631200000	$ 419.35	
130	0292631210000	$ 419.35	
131	0292631220000	$ 419.35	
132	0292631230000	$ 419.35	
133	0292631240000	$ 419.35	
134	0292631250000	$ 419.35	
135	0292631260000	$ 419.35	
136	0292631270000	$ 419.35	
137	0292631280000	$ 419.35	
138	0292631290000	$ 419.35	
139	0292631300000	$ 419.35	
140	0292631310000	$ 419.35	
141	0292631320000	$ 419.35	
142	1212451010000	$ 803.28	Annex No. 12a
143	1212451020000	$ 803.28	
144	1212451030000	$ 803.28	
145	1212451040000	$ 803.28	
146	1212451050000	$ 803.28	
147	1212451060000	$ 803.28	
148	1212451070000	$ 803.28	
149	1212451080000	$ 803.28	
150	1212451090000	$ 803.28	
151	1212451100000	$ 803.28	
152	1212451110000	$ 803.28	
153	1212451120000	$ 803.28	
154	1212451130000	$ 803.28	
155	1212451140000	$ 803.28	
156	1212451150000	$ 803.28	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
157	1212451160000	$ 803.28	
158	1212451170000	$ 803.28	
159	1212451180000	$ 803.28	
160	1212451190000	$ 803.28	
161	1212451200000	$ 803.28	
162	1212451210000	$ 803.28	
163	1212451220000	$ 803.28	
164	1212451230000	$ 803.28	
165	1212451240000	$ 803.28	
166	1212451250000	$ 803.28	
167	1212451260000	$ 803.28	
168	1212451270000	$ 803.28	
169	1212451280000	$ 803.28	
170	1212451290000	$ 803.28	
171	1212451300000	$ 803.28	
172	1212451310000	$ 803.28	
173	1212451320000	$ 803.28	
174	1212451330000	$ 803.28	
175	1212451340000	$ 803.28	
176	1212451350000	$ 803.28	
177	1212451360000	$ 803.28	
178	1212451370000	$ 803.28	
179	1212451380000	$ 803.28	
180	1212451390000	$ 803.28	
181	1212451400000	$ 803.28	
182	1212451410000	$ 803.28	
183	1212451420000	$ 803.28	
184	1212451430000	$ 803.28	
185	1212451440000	$ 803.28	
186	1212451450000	$ 803.28	
187	1212451460000	$ 803.28	
188	1212451470000	$ 803.28	
189	1212451480000	$ 803.28	
190	1212451490000	$ 803.28	
191	1212451500000	$ 803.28	
192	1212451510000	$ 803.28	
193	1212451520000	$ 803.28	
194	1212451530000	$ 803.28	
195	1212451540000	$ 803.28	
196	1212451550000	$ 803.28	
197	1212451560000	$ 803.28	
198	1212451570000	$ 803.28	
199	1212451580000	$ 803.28	
200	1212451590000	$ 803.28	
201	1212451600000	$ 803.28	
202	1212451610000	$ 803.28	
203	0168891010000	$ 875.00	Annex. No. 12b
204	0168891020000	$ 875.00	
205	0168891030000	$ 875.00	
206	0168891040000	$ 875.00	
207	0168891050000	$ 875.00	
208	0168891060000	$ 875.00	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
209	0168891070000	$ 875.00	
210	0168891080000	$ 875.00	
211	0168891090000	$ 875.00	
212	0168891100000	$ 875.00	
213	0168891110000	$ 875.00	
214	0168891120000	$ 875.00	
215	0168891130000	$ 875.00	
216	0168891140000	$ 875.00	
217	0168891150000	$ 875.00	
218	0168891160000	$ 875.00	
219	0168891170000	$ 875.00	
220	0168891180000	$ 875.00	
221	0168891190000	$ 875.00	
222	0168891200000	$ 875.00	
223	0168071170000	$ 786.89	Annex. No. 12c
224	0168071180000	$ 786.89	
225	0168071190000	$ 786.89	
226	0168071200000	$ 786.89	
227	0168071210000	$ 786.89	
228	0168071220000	$ 786.89	
229	0168071230000	$ 786.89	
230	0168071240000	$ 786.89	
231	0168071250000	$ 786.89	
232	0168071260000	$ 786.89	
233	0168071270000	$ 786.89	
234	0168071280000	$ 786.89	
235	0168071290000	$ 786.89	
236	0168071300000	$ 786.89	
237	0168071310000	$ 786.89	
238	0168071320000	$ 786.89	
239	0168071330000	$ 786.89	
240	0168071340000	$ 786.89	
241	0168071350000	$ 786.89	
242	0168071360000	$ 786.89	
243	0168071370000	$ 786.89	
244	0168071380000	$ 786.89	
245	0168071390000	$ 786.89	
246	0168071400000	$ 786.89	
247	0168071410000	$ 786.89	
248	0168071420000	$ 786.89	
249	0168071430000	$ 786.89	
250	0168071440000	$ 786.89	
251	0168071450000	$ 786.89	
252	0168071460000	$ 786.89	
253	0168071470000	$ 786.89	
254	0168071480000	$ 786.89	
255	0168071490000	$ 786.89	
256	0168071500000	$ 786.89	
257	0168071510000	$ 786.89	
258	0168071520000	$ 786.89	
259	0168071530000	$ 786.89	
260	0168071540000	$ 786.89	
261	0168071550000	$ 786.89	
262	0168071560000	$ 786.89	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy
263	0168071570000	$ 786.89
264	0168071580000	$ 786.89
265	0168071590000	$ 786.89
266	0168071600000	$ 786.89
267	0168071610000	$ 786.89
268	0168071620000	$ 786.89
269	0168071630000	$ 786.89
270	0168071640000	$ 786.89
271	0168071650000	$ 786.89
272	0168071660000	$ 786.89
273	0168071670000	$ 786.89
274	0168071680000	$ 786.89
275	0168071690000	$ 786.89
276	0168071700000	$ 786.89
277	0168071710000	$ 786.89
278	0168901010000	$ 786.89
279	0168901020000	$ 786.89
280	0168901030000	$ 786.89
281	0168901040000	$ 786.89
282	0168901050000	$ 786.89
283	0168901060000	$ 786.89
284	0168901070000	$ 786.89
285	0168901080000	$ 786.89
286	0168901090000	$ 786.89
287	0168901100000	$ 786.89
288	0168901110000	$ 786.89
289	0168901120000	$ 786.89
290	0168901130000	$ 786.89
291	0168901140000	$ 786.89
292	0168901150000	$ 786.89
293	0168901160000	$ 786.89
294	0168901170000	$ 786.89
295	0168901180000	$ 786.89
296	0168901190000	$ 786.89
297	0168901200000	$ 786.89
298	0168901210000	$ 786.89
299	0168901220000	$ 786.89
300	0168901230000	$ 786.89
301	0168901240000	$ 786.89
302	0168901250000	$ 786.89
303	0168901260000	$ 786.89
304	0168901270000	$ 786.89
305	0168901280000	$ 786.89
306	0168901290000	$ 786.89
307	0168901300000	$ 786.89
308	0168901310000	$ 786.89
309	0168901320000	$ 786.89
310	0168901330000	$ 786.89
311	0168901340000	$ 786.89
312	0168901350000	$ 786.89
313	0168901360000	$ 786.89
314	0168901370000	$ 786.89
315	0168901380000	$ 786.89
316	0168901390000	$ 786.89

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.		Special Tax Levy	
317	0168901400000	$	786.89	
318	0168901410000	$	786.89	
319	0168901420000	$	786.89	
320	0168901430000	$	786.89	
321	0168901440000	$	786.89	
322	0168901450000	$	786.89	
323	0168901460000	$	786.89	
324	0168901470000	$	786.89	
325	0168901480000	$	786.89	
326	0168901490000	$	786.89	
327	0168901500000	$	786.89	
328	0168901510000	$	786.89	
329	0168901520000	$	786.89	
330	0168901530000	$	786.89	
331	0168901540000	$	786.89	
332	0168901550000	$	786.89	
333	0168901560000	$	786.89	
334	0168901570000	$	786.89	
335	0168901580000	$	786.89	
336	0168901590000	$	786.89	
337	0168901600000	$	786.89	
338	0168901610000	$	786.89	
339	0168901620000	$	786.89	
340	0168901630000	$	786.89	
341	0168901640000	$	786.89	
342	0168901650000	$	786.89	
343	0168901660000	$	786.89	
344	0168901670000	$	786.89	
345	0168071760000	$	892.86	Annex No. 12d
346	0168071770000	$	892.86	
347	0168071780000	$	892.86	
348	0168071790000	$	892.86	
349	0168071800000	$	892.86	
350	0168071810000	$	892.86	
351	0168071820000	$	892.86	
352	0168071830000	$	892.86	
353	0168071840000	$	892.86	
354	0168071850000	$	892.86	
355	0168071860000	$	892.86	
356	0168071870000	$	892.86	
357	0168071880000	$	892.86	
358	0168071890000	$	892.86	
359	0292053160000	$	18,000.00	Annex No. 14
360	0167422010000	$	963.41	Annex No. 16
361	0167422020000	$	963.41	
362	0167422030000	$	963.41	
363	0167422040000	$	963.41	
364	0167422050000	$	963.41	
365	0167422060000	$	963.41	
366	0167422070000	$	963.41	
367	0167422080000	$	963.41	
368	0167422090000	$	963.41	
369	0167422100000	$	963.41	
370	0167422110000	$	963.41	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy
371	0167422120000	$ 963.41
372	0167422130000	$ 963.41
373	0167422140000	$ 963.41
374	0167422150000	$ 963.41
375	0167422160000	$ 963.41
376	0167422170000	$ 963.41
377	0167422180000	$ 963.41
378	0167422190000	$ 963.41
379	0167422200000	$ 963.41
380	0167422210000	$ 963.41
381	0167422220000	$ 963.41
382	0167422230000	$ 963.41
383	0167422240000	$ 963.41
384	0167422250000	$ 963.41
385	0167422260000	$ 963.41
386	0167422270000	$ 963.41
387	0167422280000	$ 963.41
388	0167422290000	$ 963.41
389	0167422300000	$ 963.41
390	0167422310000	$ 963.41
391	0167422320000	$ 963.41
392	0167422330000	$ 963.41
393	0167422340000	$ 963.41
394	0167422350000	$ 963.41
395	0167422360000	$ 963.41
396	0167422370000	$ 963.41
397	0167422380000	$ 963.41
398	0167422390000	$ 963.41
399	0167422400000	$ 963.41
400	0167422410000	$ 963.41
401	0167422420000	$ 963.41
402	0167432010000	$ 963.41
403	0167432020000	$ 963.41
404	0167432030000	$ 963.41
405	0167432040000	$ 963.41
406	0167432050000	$ 963.41
407	0167432060000	$ 963.41
408	0167432070000	$ 963.41
409	0167432080000	$ 963.41
410	0167432090000	$ 963.41
411	0167432100000	$ 963.41
412	0167432110000	$ 963.41
413	0167432120000	$ 963.41
414	0167432130000	$ 963.41
415	0167432140000	$ 963.41
416	0167432150000	$ 963.41
417	0167432160000	$ 963.41
418	0167432170000	$ 963.41
419	0167432180000	$ 963.41
420	0167432190000	$ 963.41
421	0167432200000	$ 963.41
422	0167432210000	$ 963.41
423	0167432220000	$ 963.41
424	0167432230000	$ 963.41

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.		Special Tax Levy	
425	0167432240000	$	963.41	
426	0167432250000	$	963.41	
427	0167432260000	$	963.41	
428	0167432270000	$	963.41	
429	0167432280000	$	963.41	
430	0167432290000	$	963.41	
431	0167432300000	$	963.41	
432	0167432310000	$	963.41	
433	0167432320000	$	963.41	
434	0167432330000	$	963.41	
435	0167432340000	$	963.41	
436	0167432350000	$	963.41	
437	0167432360000	$	963.41	
438	0167432370000	$	963.41	
439	0167432380000	$	963.41	
440	0167432390000	$	963.41	
441	0167432400000	$	963.41	
442	0299431010000	$	1,005.88	Annex No. 19
443	0299431020000	$	1,005.88	
444	0299431030000	$	1,005.88	
445	0299431040000	$	1,005.88	
446	0299431050000	$	1,005.88	
447	0299431060000	$	1,005.88	
448	0299431070000	$	1,005.88	
449	0299431080000	$	1,005.88	
450	0299431090000	$	1,005.88	
451	0299431100000	$	1,005.88	
452	0299431110000	$	1,005.88	
453	0299431120000	$	1,005.88	
454	0299431130000	$	1,005.88	
455	0299431140000	$	1,005.88	
456	0299431150000	$	1,005.88	
457	0299431160000	$	1,005.88	
458	0299431170000	$	1,005.88	
459	0299431180000	$	1,005.88	
460	0299431190000	$	1,005.88	
461	0299431200000	$	1,005.88	
462	0299431210000	$	1,005.88	
463	0299431220000	$	1,005.88	
464	0299431230000	$	1,005.88	
465	0299431240000	$	1,005.88	
466	0299431250000	$	1,005.88	
467	0299431260000	$	1,005.88	
468	0299431270000	$	1,005.88	
469	0299431280000	$	1,005.88	
470	0299431290000	$	1,005.88	
471	0299431300000	$	1,005.88	
472	0299431310000	$	1,005.88	
473	0299431320000	$	1,005.88	
474	0299431330000	$	1,005.88	
475	0299431340000	$	1,005.88	
476	0299421010000	$	875.00	Annex No. 20
477	0299421020000	$	875.00	
478	0299421030000	$	875.00	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy	
479	0299421040000	$ 875.00	
480	0299421050000	$ 875.00	
481	0299421060000	$ 875.00	
482	0299421070000	$ 875.00	
483	0299421080000	$ 875.00	
484	0299421090000	$ 875.00	
485	0299421100000	$ 875.00	
486	0299421110000	$ 875.00	
487	0299421120000	$ 875.00	
488	0299421130000	$ 875.00	
489	0299421140000	$ 875.00	
490	0299421150000	$ 875.00	
491	0299421160000	$ 875.00	
492	0299421170000	$ 875.00	
493	0299421180000	$ 875.00	
494	0299421190000	$ 875.00	
495	0299421200000	$ 875.00	
496	0299421210000	$ 875.00	
497	0299421220000	$ 875.00	
498	0299421230000	$ 875.00	
499	0299421240000	$ 875.00	
500	0299421250000	$ 875.00	
501	0299421260000	$ 875.00	
502	0299421270000	$ 875.00	
503	0299421280000	$ 875.00	
504	0299421290000	$ 875.00	
505	0299421300000	$ 875.00	
506	0299421310000	$ 875.00	
507	0299421320000	$ 875.00	
508	0299421330000	$ 875.00	
509	0299421340000	$ 875.00	
510	0299421350000	$ 875.00	
511	0299421360000	$ 875.00	
512	0299421370000	$ 875.00	
513	0299421380000	$ 875.00	
514	0299421390000	$ 875.00	
515	0299421400000	$ 875.00	
516	0168911010000	$ 971.43	Annex No. 21
517	0168911020000	$ 971.43	
518	0168911030000	$ 971.43	
519	0168911040000	$ 971.43	
520	0168911050000	$ 971.43	
521	0168911060000	$ 971.43	
522	0168911070000	$ 971.43	
523	0168911080000	$ 971.43	
524	0168911090000	$ 971.43	
525	0168911100000	$ 971.43	
526	0168911110000	$ 971.43	
527	0168911120000	$ 971.43	
528	0168911130000	$ 971.43	
529	0168911140000	$ 971.43	
530	0168911150000	$ 971.43	
531	0168911160000	$ 971.43	
532	0168911170000	$ 971.43	

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.	Special Tax Levy
533	0168911180000	$ 971.43
534	0168911190000	$ 971.43
535	0168911200000	$ 971.43
536	0168911210000	$ 971.43
537	0168911220000	$ 971.43
538	0168911230000	$ 971.43
539	0168911240000	$ 971.43
540	0168911250000	$ 971.43
541	0168911260000	$ 971.43
542	0168911270000	$ 971.43
543	0168911280000	$ 971.43
544	0168911290000	$ 971.43
545	0168911300000	$ 971.43
546	0168911310000	$ 971.43
547	0168911320000	$ 971.43
548	0168911330000	$ 971.43
549	0168911340000	$ 971.43
550	0168911350000	$ 971.43
551	0168911360000	$ 971.43
552	0168911370000	$ 971.43
553	0168911380000	$ 971.43
554	0168911390000	$ 971.43
555	0168911400000	$ 971.43
556	0168911410000	$ 971.43
557	0168911420000	$ 971.43
558	0168911430000	$ 971.43
559	0168911440000	$ 971.43
560	0168911450000	$ 971.43
561	0168911460000	$ 971.43
562	0168911470000	$ 971.43
563	0168911480000	$ 971.43
564	0168911490000	$ 971.43
565	0168911500000	$ 971.43
566	0168911510000	$ 971.43
567	0168911520000	$ 971.43
568	0168921010000	$ 971.43
569	0168921020000	$ 971.43
570	0168921030000	$ 971.43
571	0168921040000	$ 971.43
572	0168921050000	$ 971.43
573	0168921060000	$ 971.43
574	0168921070000	$ 971.43
575	0168921080000	$ 971.43
576	0168921090000	$ 971.43
577	0168921100000	$ 971.43
578	0168921110000	$ 971.43
579	0168921120000	$ 971.43
580	0168921130000	$ 971.43
581	0168921140000	$ 971.43
582	0168921150000	$ 971.43
583	0168921160000	$ 971.43
584	0168921170000	$ 971.43
585	0168921180000	$ 971.43
586	0168921190000	$ 971.43

EXHIBIT "A"

ANNEXATION LEVY SUMMARY

City of Redlands

Community Facilities District No. 2004-1

Fiscal Year 2022-2023 Special Tax Levy

Line No.	Assessor's Parcel No.		Special Tax Levy
587	0168921200000	$	971.43
588	0168921210000	$	971.43
589	0168921220000	$	971.43
590	0168921230000	$	971.43
591	0168921240000	$	971.43
592	0168921250000	$	971.43
593	0168921260000	$	971.43
594	0168921270000	$	971.43
595	0168921280000	$	971.43
596	0168921290000	$	971.43
597	0168921300000	$	971.43
598	0168921310000	$	971.43
599	0168921320000	$	971.43
600	0168921330000	$	971.43
601	0168921340000	$	971.43
602	0168921350000	$	971.43
603	0168921360000	$	971.43
604	0168921370000	$	971.43
605	0168921380000	$	971.43
606	0168921390000	$	971.43
607	0168921400000	$	971.43
608	0168921410000	$	971.43
609	0168921420000	$	971.43
610	0168921430000	$	971.43
611	0168921440000	$	971.43
612	0168921450000	$	971.43
613	0168921460000	$	971.43
614	0168921470000	$	971.43
615	0168921480000	$	971.43
616	0168921490000	$	971.43
617	0168921500000	$	971.43
618	0168921510000	$	971.43
619	0168921520000	$	971.43
620	0168921530000	$	971.43
620 Parcels	**Totals**	**$**	**578,200.16**

EXHIBIT “B”

ANNEXATION LISTING WITH MAXIMUM AND APPLIED RATES

EXHIBIT "B"
CITY OF REDLANDS
CFD 2004-1

District Landscaping	Maintenance Category	Tract/ Parcel Map No.	Landscape Areas	BUs	FY 22-23 Maximum Rates per Benefit Unit [1]	FY 22-23 Maximum Total Assessment	FY 22-23 Applied Rates per Benefit Unit	FY 22-23 Total Levy per Annexation	FY 22-23 Percent of Max Tax
CFD 2004-1 Orig.	**K**	TR 16408	Please see Orig. ER	64.00	10.04% inc. $2,162.76	$138,416.36	$1,531.25	**$98,000.00**	**70.80%**
Annexation 1	**B**	TR 16287	Drainage Basin	12.00	10.04% inc. $556.84	$6,682.04	$458.33	**$5,500.00**	**82.31%**
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	10.04% inc. $370.87	$13,722.10	$0.00	**$0.00**	**0.00%**
Annexation 4	**0**	PM 17353	Ford Street Median	5.80	10.04% inc. $2,399.73	$13,918.44	$1,724.14	**$10,000.00**	**71.85%**
Annexation 5	**E**	CRA 826	California Street center Median	11.75	10.04% inc. $945.35	$11,107.85	$723.40	**$8,500.00**	**76.52%**
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	10.04% inc. $356.96	$2,141.74	$0.00	**$0.00**	**0.00%**
Annexation 9	**A**	PM 18208	Redlands Median	42.55	10.04% inc. $333.04	$14,170.72	$305.52	**$13,000.00**	**91.74%**
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	10.04% inc. $320.10	$12,772.17	$0.00	**$0.00**	**0.00%**
Annexation 12a	**G**	TR 16465	Street trees, parkways, basin, proposed Orange groves	61.00	10.04% inc. $1,039.13	$63,386.86	$803.28	**$49,000.00**	**77.30%**
Annexation 12b	**H**	TR 16627	Street trees, parkways, basin, proposed Orange groves	20.00	10.04% inc. $1,161.38	$23,227.59	$875.00	**$17,500.00**	**75.34%**
Annexation 12c	**G**	TR 18979, 19975 & 20079	Street trees, parkways, basin, proposed Orange groves	122.00	10.04% inc. $1,039.13	$126,773.72	$786.89	**$96,000.00**	**75.73%**
Annexation 12d	**G**	TR 18979, 19975 & 20079	Street trees, parkways, basin, proposed Orange groves	14.00	10.04% inc. $1,039.13	$14,547.80	$892.86	**$12,500.00**	**85.92%**
Annexation 13	**M** (HOA Maintained)	TR 18882	Street Trees	26.00	10.04% inc. $1,893.69	$49,235.99	$0.00	**$0.00**	**0.00%**
Annexation 14	A	Planned Dev. # 1 PM 19496	California Median Owner to maintain Parkways	71.18	10.04% inc. $313.83	$22,338.28	$252.88	**$18,000.00**	**80.58%**
Annexation 15	**A**	PM 18536-1	Ground cover, shrubs, turf, trees and palm trees	50.50	10.04% inc. $171.44	$8,657.63	$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	10.04% inc. $1,258.46	$103,193.76	$963.41	**$79,000.00**	**76.56%**
Annexation 17	**H**	TR 17022	Ground cover, shrubs, citrus and palm trees	12.00	10.04% inc. $1,157.82	$13,893.86	$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 22-23 Maximum Rates per Benefit Unit [1]	FY 22-23 Maximum Total Assessment	FY 22-23 Applied Rates per Benefit Unit	FY 22-23 Total Levy per Annexation	FY 22-23 Percent of Max Tax
Annexation 18	**E** (Owner Maintained)	PM 19465	Ground cover, shrubs, turf, trees and palm trees	17.80	10.04% inc. $779.05	$13,867.04	$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	10.04% inc. $1,310.60	$44,560.25	$1,005.88	**$34,200.00**	**76.75%**
Annexation 20	**H**	TTM 19956	Highland Ave. & Wabash St.- Ground cover, shrubs, turf, trees and palm trees	40.00	10.04% inc. $1,107.61	$44,304.25	$875.00	**$35,000.00**	**79.00%**
Annexation 21	**J**	TR 20126	Judson St & Lugonia Ave.- Ground cover, mulch, shrubs, orange groves, trees and basin	105.00	10.04% inc. $1,340.79	$140,782.59	$971.43	**$102,000.00**	**72.45%**
Annexation 22	**A** (Owner Maintained)	PM 19981 CRA 900	Parkway	15.48	10.04% inc. $284.91	$4,410.44	$0.00	**$0.00**	**0.00%**
Annexation 23	**B**	PM 18536	Parkway	9.55	10.04% inc. $385.15	$3,678.19	$0.00	**$0.00**	**0.00%**
Annexation 24	**E**	CUP 1129	Parkway	3.95	10.04% inc. $715.28	$2,825.36	$0.00	**$0.00**	**0.00%**
Annexation 26	**B**	TR 20257	Texas & Pioneer - Parkway trees	207.00	$350.00	$72,450.00	$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 2022-23.

Max/Applied Tax Rates per Benefit Unit for FY 22-23

District	Max Rates	Applied Rates	Notes
Original District (TR 16408)	$2,162.76	$1,531.25	
Annexation No. 1 (TR 16287)	$556.84	$458.33	
Annexation No. 2 (TR 16586)	n/a	n/a	Annexation is on Hold
Annexation No. 3 (TTM 17253)	$370.87	$0.00	Not levied; Improvements have not been put in
Annexation No. 4 (PM 17353)	$2,399.73	$1,724.14	
Annexation No. 5 (CRA 826)	$945.35	$723.40	
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)	$356.96	$0.00	Not levied; Improvements have not been put in
Annexation No. 9 (PM 18208)	$333.04	$305.52	
Annexation No. 10 (TR 18762)	n/a	n/a	Annexation is on Hold
Annexation No. 11 (PM 19731)	$320.10	$0.00	Business Owner's Association maintained.
Annexation No. 12a (TR 16465)	$1,039.13	$803.28	
Annexation No. 12b (TR 16627)	$1,161.38	$875.00	
Annexation No. 12c (TR 18979, 19975 & 20079)	$1,039.13	$786.89	
Annexation No. 12d (TR 18979, 19975 & 20079)	$1,039.13	$892.86	
Annexation No. 13 (TR 18882)	$1,893.69	$0.00	HOA Maintained
Annexation No. 14 (PM 19496)	$313.83	$252.88	
Annexation No. 15 (PM 18536-1)	$171.44	$0.00	
Annexation No. 16 (TR 18988)	$1,258.46	$963.41	
Annexation No. 17 (TR 17022)	$1,157.82	$0.00	
Annexation No. 18 (PM 19465)	$779.05	$0.00	Owner Maintained
Annexation No. 19 (PM 19942)	$1,310.60	$1,005.88	
Annexation No. 20 (TM 19956)	$1,107.61	$875.00	
Annexation No. 21 (TR 20126)	$1,340.79	$971.43	
Annexation No. 22 (PM 19981 CRA 900)	$284.91	$0.00	Owner Maintained
Annexation No. 23 (PM 18536)	$385.15	$0.00	
Annexation No. 24 (CUP 1129)	$715.28	$0.00	
Annexation No. 26 (TR20257)	$350.00	$0.00	

CFD 2004-1 Annexations List

In August 2004 Council approved the establishment of community facilities district (CFD) No. 2004-1, for Tract No. 16408, the Centex tract located at the southwest corner of Fifth Avenue and Wabash Avenue in the City of Redlands. The CFD was developed to cover the ongoing cost of maintenance of street trees, citrus groves landscaping and other appurtenances located along Fifth Avenue and Wabash Avenue.

In May 2006 Council approved Annexation No. 1 (Tract No. 16287) to the CFD, located at Occidental Drive and Crystal Court for the maintenance of landscaping and water quality treatment devices in the open space lots. During this last year, Annexation No. 1 subdivided the properties on site from two lots to twelve lots.

Annexation No. 2 (Tentative Tract No. 16586), located north of I-10 and both sides of the proposed Wabash Street alignment has been on hold since October 2006.

In July 2006 Council approved Annexation No. 3 (Tentative Tract No. 17253) to the CFD, located at the southwest corner of Lugonia Avenue and Church Street for the maintenance of the landscape and the associated irrigation equipment on Lugonia Avenue parkway frontages. This project has not yet begun construction.

In October 2008 Council approved Annexation No. 4 (Parcel Map No. 17353) to the CFD, located at Ford Street and Interstate 10 for the maintenance of the landscape in the median island and the associated irrigation equipment.

In October 2008 Council approved Annexation No. 5 (Commission Review and Approval No. 826) to the CFD, located at California Street and Orange Tree Lane for the maintenance of the landscape in the median island and the associated irrigation equipment on California Street and the parkway frontages along both streets.

Annexation No. 6 (Tract No 14790-1), located adjacent to Sunset Hills Lane, west of Alessandro Road did not receive sufficient votes needed to annex into the CFD in June 2009.

Annexation No. 7 (Parcel 2 of Parcel Map No. 15573), located at the northeast corner of San Bernardino Avenue and Mountain View Avenue, has been on hold since February 2011.

In February 2011 Council approved Annexation No. 8 (Tentative Tract No. 16806) to the CFD, located at southeast corner of Pennsylvania Avenue and Texas Street for the maintenance of the landscape and the associated irrigation equipment on Pennsylvania Avenue and Texas Street parkway frontages. This project has not yet begun construction.

In November 2012 Council approved Annexation No. 9 (Parcel Map No, 18208) to the CFD located at the southeast corner of Redlands Boulevard and Nevada Street for the maintenance of landscaping and the associated irrigation equipment on Redlands

Boulevard and Nevada Street parkway frontages and the Redlands Boulevard raised center median.

Annexation No. 10 (Tract No. 18762-1), located at the northeast corner of Orange Street and Lugonia Avenue, has been completed since July 2016. Annexation No. 10 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 11 (Parcel Map No. 19371) to the CFD located at the northwest corner of Lugonia Avenue and Wabash Avenue for the maintenance of landscaping and the associated irrigation equipment on Lugonia Avenue and Wabash Avenue Street parkway frontages. Annexation No. 11 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 12 (Tract Map Nos. 16465 and 16627) to the CFD located at the southwest and southeast corners of Pioneer Avenue and Judson Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on Pioneer Avenue and Judson Street parkway frontages, maintenance of landscaping and water quality treatment devices in the open space lots, and for the maintenance of landscaping and the associated irrigation equipment on the common area lots. Annexation No. 12a (Tract No. 16465) is nearly complete. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12b was completed in July 2016 and is being assessed. Annexation No. 12c (Tract Map Nos. 18979 and 19975) located east of Tract Map No. 16627 and between Pioneer Avenue and Pennsylvania Avenue was approved by City Council in June 2016. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12d (Tract Map No. 20079) was approved by Council in May 2018. A 50% assessment is being proposed to establish a reserve fund.

In June 2014 Council approved Annexation No. 13 (Tract Map No. 18882) to the CFD located at the southwest corner of San Bernardino Avenue and Dearborn Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on San Bernardino Avenue and Dearborn Street parkway frontages and for the maintenance of landscaping and the associated irrigation equipment on the common area lots with the exception of Lot B. Annexation No. 13 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In September 2015 Council approved Annexation No. 14 (Parcel Map No. 19496) to the CFD located at the northeast corner of California Street and Lugonia Avenue for the maintenance of landscaping and associated irrigation equipment on the California Street center median. The maintenance of landscaping and associated irrigation equipment on California Street and Lugonia Avenue parkway frontages will be maintained by the property owner and will not be assessed.

In December 2017 Council approved Annexation No. 15 (Parcel Map No. 18535-1) to the CFD located at the northwest corner of Eureka Street and Stuart Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance along the property frontage. Annexation No. 15 will be dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In April 2017 Council approved Annexation No, 16 (Tract Map No. 18988) to the CFD located on the north side of Pioneer Avenue, east of Texas Street for the maintenance of parks, slopes, parkways, median, open space, shade and seating structures, and monuments within and adjacent to said tract.

In July 2017 Council approved Annexation No. 17 (Tract Map No. 17022) to the CFD located at the northeast corner of Pioneer Avenue and Texas Street for the maintenance of slopes, parkways, open space and citrus trees within and adjacent to the tract. This project has not yet begun construction.

In May 2018 Council approved Annexation No. 18 (Parcel Map No. 19465) to the CFD located at the southeast corner of Alabama Street and Park Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance easement along the property frontage within and in the parcel map. The maintenance of landscaping and associated irrigation equipment on Alabama Street and Park Avenue parkway frontages and landscape maintenance easement will be maintained by the property owner and will not be assessed.

In January, 2020 Council approved Annexation No. 19 (Tract Map No. 19942) located at the northeast corner of Wabash Avenue and Sylvan Boulevard was approved for the maintenance of parks, slopes, parkways, and open space.

In May 2019 Council approved Annexation No. 20 (Tract Map No. 19956) to the CFD located at the southeast corner of Wabash Avenue and Citrus Avenue for the maintenance of slopes, parkways, and open space within and adjacent to the tract. This project is currently under construction.

In September 2019 City Council approved Annexation No. 21 (Tract Map No. 20126) to the CFD located on the north side of Lugonia Avenue, south of Pennsylvania Avenue, east of Judson Street for the maintenance of parks, slopes, parkways, open space, and citrus groves.

In June 2020 Council approved Annexation No. 22 (Parcel Map No. 19981) to the CFD located at the northwest corner of Alabama Street and Park Avenue for the maintenance of parkways.

In April 2021 Council approved Annexation No. 23 (Parcel Map No. 18536) to the CFD located at the southwest corner of Eureka Street and Stuart Avenue for maintenance of parkways.

In January 2021 Council approved Annexation No. 24 (Conditional Use Permit No. 1129) located at the southeast corner of Eureka Street and Stuart Avenue for maintenance of parkways. The maintenance of landscaping and associated irrigation equipment on Eureka Street and Stuart Avenue parkway frontages will be maintained by the property owner and will not be assessed.

Annexation No. 25 (Tract Map No. 20065) located at the southwest corner of East Highland Avenue and Redlands Street is expected to be presented to Council in September, 2022 for the maintenance of street trees, open space, retention basin and infiltration trenches.

In March 2022 Council approved Annexation No, 26 (Tract Map No. 20257) located at the northwest corner of San Bernardino Avenue and Texas Street for the maintenance of perimeter lettered lots, retention basins, and street trees. This project is currently under construction.

City Council Meeting **I. 13.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8368 regarding ad valorem taxes exchanged between the City of Redlands, the City of San Bernardino, and the San Bernardino County Fire Protection District resulting from the jurisdictional change described by LAFCO Case No. 3258 for portions of real property located at the Mountain View Avenue road bridge (APNs: 0292-011-37-0000, 0292-011-42-0000, and portion of the road bridge), and a determination of exemption from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Development Services Director Desatnik)

MOTION(S):

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

I move that City Council adopt Resolution No. 8368, and further find that the Resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 8368.

DISCUSSION:

The Inland Valley Development Agency has filed applications with the Local Agency Formation Commission (LAFCO) of San Bernardino County to initiate proceedings pursuant to the Cortese-Knox-Herzberg Local Government Reorganization Act of 2000 and the California Government Code. The applications for LAFCO Case Nos. 3257 and 3258 propose a re-organization of jurisdictional boundaries related to fire service and emergency response for the

Mountain View Avenue bridge and surrounding Santa Ana River Wash. At the present time, the westerly half of the bridge is within the City of San Bernardino, and the easterly half is within the City of Redlands. The easterly half of the bridge and area to the east totaling approximately 6.27 acres (see Attachment A - Location Map) would be detached from the City of Redlands, and concurrently annexed into the City of San Bernardino and the San Bernardino County Fire Protection District.

The City of San Bernardino and the San Bernardino County Fire Protection District currently provide first responder service to the Mountain View bridge. After approval by LAFCO, the City of Redlands would no longer be responsible for primary fire response in the event fire services are summoned, and responsibility for first response would belong to the City of San Bernardino and the San Bernardino County Fire Protection District. The City of Redlands maintains mutual aid agreements and may be called for emergency assistance, but not typically as the first responder. The attached Plan for Service explains that there will be no functional changes to fire service or medical response for the bridge area.

The LAFCO applications have been reviewed by the Redlands Fire Department and the Development Services Department, and no concerns have been noted. The applications have also been reviewed by LAFCO's Technical Review Committee and have been authorized to proceed for completion of the re-organization.

As a required element of the Inland Valley Development Agency's application to the County, LAFCO requires a resolution from the City Council agreeing to an exchange of ad valorem taxes for the subject properties. In this case, however, the value of the property taxes is $0.00 (as determined by the County Auditor-Controller/Treasurer/Tax Collector) and no exchange of taxes will be necessary. The attached Resolution No. 8368 will provide the City Council's written authorization as required by LAFCO.

ALTERNATIVES:

The City Council can continue the item and request more information on any specific concerns. However, San Bernardino County LAFCO has requested to receive a resolution no later than August 12, 2022, to continue processing the applications.

STRATEGIC PLAN:

Priority B, Public Health and Safety: Enhance services and programs so that all community members are safe, sheltered, and have access to Redlands' core services.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rich Sessler, Fire Chief

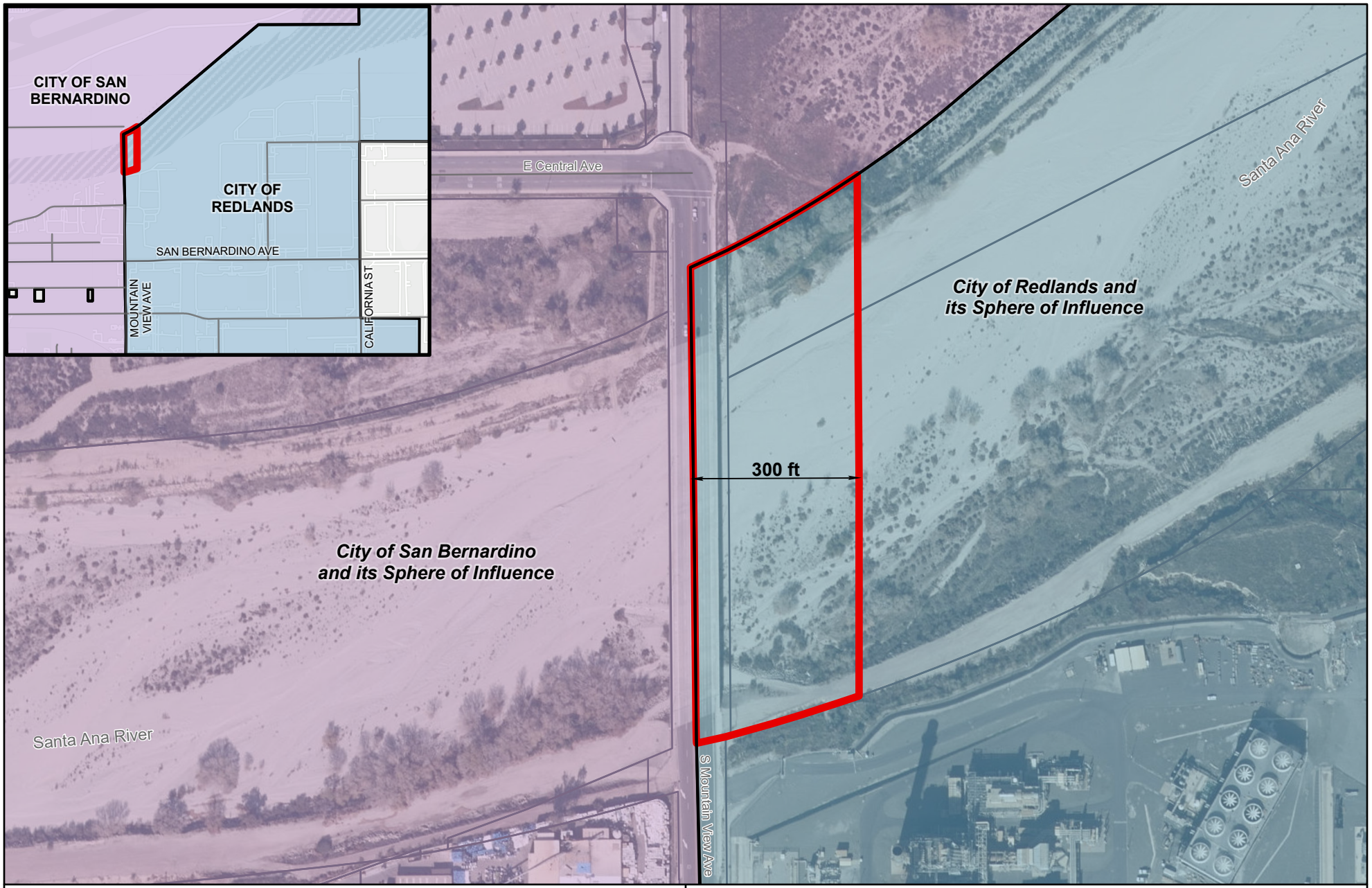
PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 22-23
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:
There are no fiscal impacts associated with the adoption of the resolution or the LAFCO applications.

Attachments

Attachment A: Location Map
Attachment B: LAFCO Application No. 3257
Attachment C: LAFCO Application No. 3258
Attachment D: Plan for Service
Attachment E: Auditor's Report on Taxes
Attachment F: Resolution No. 8368



LAFCO 3257 - Sphere of Influence Amendment for City of San Bernardino (expansion), San Bernardino County Fire Protection District(expansion), and City of Redlands (reduction)

LAFCO 3258 - Reorganization to Include Annexation to the City of San Bernardino, San Bernardino County Fire Protection District, its Valley Service Zone and its Zone FP-5, and Detachment from City of Redlands

Sphere Amendment/Reorganization Area
City Spheres of Influence
City of Redlands
City of San Bernardino

LAFCO

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

0 0.04 0.07 Miles

N

Author: Hannah Larsen Created: 04/12/2022

(FOR LAFCO USE ONLY)

SAN BERNARDINO LAFCO
APPLICATION AND PRELIMINARY
ENVIRONMENTAL DESCRIPTION FORM

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

GENERAL INFORMATION

1. NAME OF PROPOSAL: Mountain View Avenue Bridge Reorganization and Sphere of Influence Amendment: Reduction for City of Redlands; Expansion for City of San Bernardino; Reorganization to Include Annexation to San Bernardino; and Detachment from City of Redlands

2. NAME OF APPLICANT: Inland Valley Development Agency
   MAILING ADDRESS: 1601 E. Third Street, Suite 100, San Bernardino, CA 92408
   PHONE: (909) 382-4100
   FAX: (909) 382-4106
   E-MAIL ADDRESS: mbeltran@sbdairport.com

3. GENERAL LOCATION OF PROPOSAL: The Mountain View Avenue bridge extends from just north of the intersection of San Bernardino Avenue and Mountain View Avenue to the intersections of Central Avenue and Mountain View Avenue. Refer to attached Figure 1.

4. Does the application possess 100% written consent of each landowner in the subject territory?
   YES ✔ NO ___ If YES, provide written authorization for change. **See attached Amendment**

5. Indicate the reasons that the proposed action has been requested. The City of Redlands has requested to be detached from the east side of the bridge and to have the whole bridge annexed to the City of San Bernardino incorporated territory.

6. Would the proposal create a totally or substantially surrounded island of unincorporated territory?
   YES ___ NO ✔ If YES, please provide a written justification for the proposed boundary configuration.

(FOR LAFCO USE ONLY)

LAND USE AND DEVELOPMENT POTENTIAL

1. Total land area (defined in acres):

   Area to be annexed to the City of San Bernardino and detached from City of Redlands is ±6.27 acres.

2. Current dwelling units in area classified by type (Single Family detached, multi-family (duplex, four-plex, 10-unit), apartments)

   None

3. Approximate current population in area:

   None

4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s):

   The City of San Bernardino designates Mountain View Avenue as a secondary collector roadway between San Bernardino Avenue and Central Avenue. The Santa Ana River is designated as Public-Quasi Public.

   San Bernardino County General Plan designation(s) and uses permitted by this designation(s):

   N/A. County has no jurisdiction along the bridge alignment. The bridge is presently half in City of San Bernardino and half in City of Redlands; when annexation is completed the whole bridge will be located in San Bernardino.

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

   The area proposed for Sphere of Influence modification and Reorganization is designated Public/Quasi Public due to the presence of the Santa Ana River floodplain at this location. Other than avoidance, no other special land use concern exists at this site. This site (bridge) already enhances regional transportation and this will not change in the future.

6. Indicate the existing land use.

   The area proposed for reorganization consists of the Mountain View Avenue Roadway, a Secondary Collector in the City of San Bernardino and Santa Ana River Floodplain.

   What is the proposed land use?

   Use will remain the same after reorganization.

(FOR LAFCO USE ONLY)

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

The City of San Bernardino General Plan designates the reorganization area "roadway". It does not have any zone designations.

a. Has pre-zoning been completed? YES ___ NO ✔

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

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

No pre-zoning proposed because the site consists of the Mountain View Avenue bridge and Santa Ana River floodplain and these uses will not be altered.

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

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

☐ Agricultural Land Uses ☐ Agricultural Preserve Designation

☐ Williamson Act Contract ☐ Area where Special Permits are Required

☐ Any other unusual features of the area or permits required: None known

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

N/A

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

The proposed reorganization area is a roadway over the River floodplain that provides all area residents with better public north-south access. No environmental justice issues are noted.

(FOR LAFCO USE ONLY)

ENVIRONMENTAL INFORMATION

1. Provide general description of topography. The Mountain View Avenue bridge crosses the Santa Ana River which has a very shallow slope (east to west) beneath the bridge; i.e., essentially flat.

2. Describe any existing improvements on the site as % of total area.

Residential	____%	Agricultural	____%
Commercial	____%	Vacant	____%
Industrial	____%	Other	Roadway/Bridge 20% %

3. Describe the surrounding land uses:

NORTH San Bernardino International Airport

EAST Santa Ana River Floodplain

SOUTH Industrial – Power Plant

WEST Santa Ana River Floodplain

4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).

No further site alterations are proposed on or to the bridge.

5. Will service extensions accomplished by this proposal induce growth on this site? YES ___

NO ✔ Adjacent sites? YES ___ NO ___ Unincorporated ___ Incorporated ___

6. Are there any existing out-of-agency service contracts/agreements within the area? YES ___

NO ✔ If YES, please identify.

7. Is this project a part of a larger project or series of projects? YES ___ NO ✔ If YES, please identify.

(FOR LAFCO USE ONLY)

NOTICES

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

NAME City of Redlands TELEPHONE NO. (909) 798-7500

ADDRESS: 35 Cajon Street, Redlands, CA 92373

NAME City of San Bernardino TELEPHONE NO. (909) 384-5211

ADDRESS: 300 North "D" Street, San Bernardino, CA 92418

NAME Inland Valley Development Agency / San Bernardino Int'l Airport Authority TELEPHONE NO. (909) 382-4100

ADDRESS: 1601 E. Third Street, Suite 100, San Bernardino, CA 92408

CERTIFICATION

As a part of this application, the Inland Valley Development Agency, or the _____ district, _____ (the applicant) and/or the _____ (real party in interest: subject landowner and/or registered voter) agree to defend, indemnify, hold harmless, and release the San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

As the proponent, I/We acknowledge that annexation to the city of San Bernardino or the _____ district may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIIIC and XIIID of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

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

DATE 3/28/22

SIGNATURE OF APPLICANT

Michael Burrows

PRINTED NAME OF APPLICANT

Chief Executive Officer

TITLE

(FOR LAFCO USE ONLY)

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

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

KRM-Rev. 8/15/2012

(FOR LAFCO USE ONLY)

SAN BERNARDINO LAFCO
APPLICATION AND PRELIMINARY
ENVIRONMENTAL DESCRIPTION FORM

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

GENERAL INFORMATION

1. NAME OF PROPOSAL: Mountain View Avenue Bridge Reorganization and Sphere of Influence Amendment: Reduction for City of Redlands; Expansion for City of San Bernardino; Reorganization to Include Annexation to San Bernardino; and Detachment from City of Redlands

2. NAME OF APPLICANT: Inland Valley Development Agency
   MAILING ADDRESS: 1601 E. Third Street, Suite 100, San Bernardino, CA 92408
   PHONE: (909) 382-4100
   FAX: (909) 382-4106
   E-MAIL ADDRESS: mbeltran@sbdairport.com

3. GENERAL LOCATION OF PROPOSAL: The Mountain View Avenue bridge extends from just north of the intersection of San Bernardino Avenue and Mountain View Avenue to the intersections of Central Avenue and Mountain View Avenue. Refer to attached Figure 1.

4. Does the application possess 100% written consent of each landowner in the subject territory?
   YES ✔ NO ___ If YES, provide written authorization for change. **See attached Amendment**

5. Indicate the reasons that the proposed action has been requested. The City of Redlands has requested to be detached from the east side of the bridge and to have the whole bridge annexed to the City of San Bernardino incorporated territory.

6. Would the proposal create a totally or substantially surrounded island of unincorporated territory?
   YES ___ NO ✔ If YES, please provide a written justification for the proposed boundary configuration.

(FOR LAFCO USE ONLY)

LAND USE AND DEVELOPMENT POTENTIAL

1. Total land area (defined in acres):

   Area to be annexed to the City of San Bernardino and detached from City of Redlands is ±6.27 acres.

2. Current dwelling units in area classified by type (Single Family detached, multi-family (duplex, four-plex, 10-unit), apartments)

   None

3. Approximate current population in area:

   None

4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s):

   The City of San Bernardino designates Mountain View Avenue as a secondary collector roadway between San Bernardino Avenue and Central Avenue. The Santa Ana River is designated as Public-Quasi Public.

   San Bernardino County General Plan designation(s) and uses permitted by this designation(s):

   N/A. County has no jurisdiction along the bridge alignment. The bridge is presently half in City of San Bernardino and half in City of Redlands; when annexation is completed the whole bridge will be located in San Bernardino.

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

   The area proposed for Sphere of Influence modification and Reorganization is designated Public/Quasi Public due to the presence of the Santa Ana River floodplain at this location. Other than avoidance, no other special land use concern exists at this site. This site (bridge) already enhances regional transportation and this will not change in the future.

6. Indicate the existing land use.

   The area proposed for reorganization consists of the Mountain View Avenue Roadway, a Secondary Collector in the City of San Bernardino and Santa Ana River Floodplain.

   What is the proposed land use?

   Use will remain the same after reorganization.

(FOR LAFCO USE ONLY)

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

The City of San Bernardino General Plan designates the reorganization area "roadway". It does not have any zone designations.

a. Has pre-zoning been completed? YES ___ NO ✔

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

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

No pre-zoning proposed because the site consists of the Mountain View Avenue bridge and Santa Ana River floodplain and these uses will not be altered.

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

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

☐ Agricultural Land Uses ☐ Agricultural Preserve Designation

☐ Williamson Act Contract ☐ Area where Special Permits are Required

☐ Any other unusual features of the area or permits required: None known

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

N/A

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

The proposed reorganization area is a roadway over the River floodplain that provides all area residents with better public north-south access. No environmental justice issues are noted.

(FOR LAFCO USE ONLY)

ENVIRONMENTAL INFORMATION

1. Provide general description of topography. The Mountain View Avenue bridge crosses the Santa Ana River which has a very shallow slope (east to west) beneath the bridge; i.e., essentially flat.

2. Describe any existing improvements on the site as % of total area.

Residential	____%	Agricultural	____%
Commercial	____%	Vacant	____%
Industrial	____%	Other	Roadway/Bridge 20% %

3. Describe the surrounding land uses:

NORTH San Bernardino International Airport

EAST Santa Ana River Floodplain

SOUTH Industrial – Power Plant

WEST Santa Ana River Floodplain

4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).

No further site alterations are proposed on or to the bridge.

5. Will service extensions accomplished by this proposal induce growth on this site? YES ___

NO ✔ Adjacent sites? YES ___ NO ___ Unincorporated ___ Incorporated ___

6. Are there any existing out-of-agency service contracts/agreements within the area? YES ___

NO ✔ If YES, please identify.

7. Is this project a part of a larger project or series of projects? YES ___ NO ✔ If YES, please identify.

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NOTICES

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As the proponent, I/We acknowledge that annexation to the city of San Bernardino or the _____ district may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIIIC and XIIID of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

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

DATE 3/28/22

SIGNATURE OF APPLICANT

Michael Burrows

PRINTED NAME OF APPLICANT

Chief Executive Officer

TITLE

(FOR LAFCO USE ONLY)

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

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- ■ SPHERE OF INFLUENCE CHANGE SUPPLEMENT
- ☐ CITY INCORPORATION SUPPLEMENT
- ☐ FORMATION OF A SPECIAL DISTRICT SUPPLEMENT
- ☐ ACTIVATION OR DIVESTITURE OF FUNCTIONS AND/OR SERVICES FOR SPECIAL DISTRICTS SUPPLEMENT

KRM-Rev. 8/15/2012

City of San Bernardino Annexation of Mountain View Avenue Bridge
Plan for Services LAFCO ??

Introduction

The Inland Valley Development Agency is working with the City of San Bernardino to annex approximately 6.27 acres and detach a comparable amount of land underlying and adjacent to the Mountain (Mtn.) View Avenue Bridge (Bridge) over the Santa Ana River from the City of Redlands. The reorganization will also require annexation to the San Bernardino County Fire Protection District and its respective Service Zones. The annexation and detachment will be accomplished through a Reorganization that will be reviewed and considered by the County of San Bernardino Local Agency Formation Commission (LAFCO). The Reorganization must be accompanied by a companion expansion of the City of San Bernardino and San Bernardino County Fire Protection District's Spheres of Influence and a reduction of the City of Redlands' Sphere of Influence. The two cities have agreed to this proposed change in local jurisdiction. At the present time only one utility is provided to the existing Bridge: electricity. No water, wastewater, or natural gas utilities are provided or used in support of bridge operations and no school or park services are provide to the Bridge. Southern California Edison (SCE) supplies power for night lighting of the Bridge. The IVDA provides Bridge maintenance service. Under present circumstances the City of San Bernardino provides responses to emergency (law enforcement and fire protection and emergency response) service demands on the Bridge and the area proposed for Reorganization.

Detailed Discussion of Service Availability

Water Service
The Bridge is not provided any water service and the underlying property in the Santa Ana River floodplain also does not have any water service. The nearest water service is located in water lines located in Mtn. View Avenue south of the Bridge or in Central Avenue on the north side of the Bridge. The Reorganization will not alter this situation.

Electricity
The Bridge receives electric power from SCE to support night safety lighting. No electricity is provided to the underlying floodplain acreage.

Sewer
No sewer services are required for the parcels encompassed by Reorganization.

Transportation
The Mtn. Avenue Bridge has been an essential element of the area circulation system for about the last ten years. Currently, any maintenance of the Bridge is conducted by the IVDA and this will continue to be the case if the Reorganization is approved.

Lighting
Night lighting is funded and maintained by the IVDA and this will continue to be the case if the Reorganization is approved.

Schools
No school services are required for the current Bridge and this circumstance will not change if the Reorganization is approved.

Parks
No Park services are required for the current Bridge and this circumstance will not change if the Reorganization is approved.

Drainage and Roads
As indicated above, maintenance of the Bridge is funded and provided by the IVDA and this includes drainage and the roadway and bridge components.

Police/Fire/Emergency Response
Law Enforcement services are currently provided by the City of San Bernardino, and this circumstance will not change if the Reorganization is approved. The San Bernardino County Fire Protection District (County Fire) provides fire and emergency response within its boundary. It is not clear whether the City of Redlands responds to emergency(ies) on the Bridge or the affected floodplain in the Santa Ana River floodplain. Given mutual aid agreements with County Fire, the City of Redlands may provide emergency service, but not typically as the first responder. Upon completion of the reorganization, County Fire will be the responsible agency for fire and emergency medical response for the entire Bridge.

SAN BERNARDINO COUNTY

Interoffice Memo

RECEIVED
JUN 06 2022
LAFCO
San Bernardino County

DATE: June 2, 2022 **PHONE:** 382-3189

FROM: LINDA SANTILLANO
Chief Deputy, Property Tax Division
Auditor-Controller/Treasurer/Tax Collector

TO: SAMUEL MARTINEZ
Executive Officer
Local Agency Formation Commission #0490

SUBJECT	LAFCO #3258 – ANNEXATION TO THE CITY OF SAN BERNARDINO, SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND VALLEY SERVICE ZONE

Pursuant to the provisions outlined in the Revenue and Taxation Code §99(b) 1-3, the Auditor-Controller/Treasurer/Tax Collector has estimated the property tax revenue and proportions by agency.

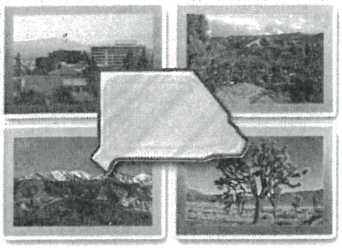
The attached information is provided for **LAFCO # 3258** – Annexation to the City of San Bernardino, San Bernardino County Fire Protection District and its Valley Service Zone, and detachment from the City of Redlands (APN 0292-011-37 and 0292-011-42).

If you have any questions, please contact Linda Santillano, Property Tax Division Chief Deputy at (909) 382-3189 or Emerita Meily, Property Tax Manager at (909) 382-3105.

LAFCO 3257/3258
Estimated Revenue (A)
Rev % in Major TRA: 0.00000000
FY 2021-22

	TRA	5004		5009		5060		GRAND TOTAL	
	RDA Project	N/A		N/A		RR98-RG06			
	Assessed Value	-		-		-		-	
	RDA Increment	$ -		$ -		$ -		$ -	
	Net Value After RDA / TRA Frozen Base	-		-		-		-	
	Tax Revenue	$ -		$ -		$ -		$ -	
		1% of Assessed Value		1% of Assessed Value		1% of Assessed Value		1% of Assessed Value	
Agency-Acct P739DYL		**Tax Distribution %** PI739DYL	**Tax Revenue** (Tax Dist) x (Tax Rev)	**Tax Distribution %** PI739DYL	**Tax Revenue** (Tax Dist) x (Tax Rev)	**Tax Distribution %** PI739DYL	**Tax Revenue** (Tax Dist) x (Tax Rev)		**GRAND TOTAL**
AB01-GA01	COUNTY GENERAL FUND	0.00000000%	-	14.41962000%	-	14.64315600%	-		-
BF03-GA01	FLOOD CONTROL ZONE 3	0.00000000%	-	2.57233400%	-	2.53624300%	-		-
BF08-GA01	FLOOD CONTROL ADMIN 3-6	0.00000000%	-	0.08988200%	-	0.08692200%	-		-
	County Agencies	**0.00000000%**	-	**17.08183600%**	-	**17.26632100%**	-	**County Agencies**	-
CC26-GA01	CITY OF REDLANDS	0.00000000%	-	21.99965800%	-	21.75208800%	-		-
WR04-GL01	INLAND EMPIRE JT RESOURCE CONS DIST	0.00000000%	-	0.19260400%	-	0.18936400%	-		-
WT01-GL01	SAN BDNO VALLEY WATER CONS DIST	0.00000000%	-	0.00000000%	-	0.16763400%	-		-
WU23-GA01	SAN BERNARDINO VALLEY MUNI WATER	0.00000000%	-	2.64509500%	-	2.63247800%	-		-
	Other Agencies	**0.00000000%**	-	**24.83735700%**	-	**24.74156400%**	-	**Other Agencies**	-
	Total Revenue Subject to Transfer	**0.00000000%**	-	**41.91919300%**	-	**42.00788500%**	-	**Total Revenue**	-

Note:
(A) Revenue estimates are based on the originally published values
Prepared by: B. COLLETTE



LAFCO

Local Agency Formation Commission
for San Bernardino County

1170 West 3rd Street, Unit 150
San Bernardino, CA 92415-0490
909.388.0480 | Fax 909.388.0481
lafco@lafco.sbcounty.gov
www.sbclafco.org

COMMISSIONERS

JOE BACA, Jr
Board of Supervisors

JIM BAGLEY, Chair
Public Member

DR. KIMBERLY COX
Special District

PHILL DUPPER
City Member

STEVEN FARRELL
Special District

CURT HAGMAN
Board of Supervisors

ACQUANETTA WARREN, Vice Chair
City Member

ALTERNATES

RICK DENISON
City Member

JIM HARVEY
Public Member

KEVIN KENLEY
Special District

DAWN ROWE
Board of Supervisors

EXECUTIVE OFFICER

SAMUEL MARTINEZ

LEGAL COUNSEL

PAULA DE SOUSA

June 20, 2022

On June 14, our office provided the attached memo dated June 13, and unfortunately, the Auditor's response was inadvertently omitted.

Please see the Auditor's response dated June 2, 2022.

If you have any questions, please feel free to contact our office at (909) 388-0480.

Sincerely,

Angela Schell
LAFCO Commission Clerk

RECEIVED
JUN 23 2022
Development Services Dept

RESOLUTION NO. 8368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING THERE WILL BE NO PROPERTY TAX REVENUES TO BE EXCHANGED BETWEEN THE CITY OF REDLANDS, THE CITY OF SAN BERNARDINO, AND THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT RESULTING FROM THE JURISDICTIONAL CHANGE DESCRIBED BY LAFCO CASE NUMBER 3258 FOR PORTIONS OF REAL PROPERTY APPROXIMATELY 6.27 ACRES IN TOTAL AREA LOCATED AT THE MOUNTAIN VIEW AVENUE BRIDGE (PORTIONS OF A.P.N. 0292-011-37-0000, A.P.N. 0292-011-42-0000, AND PORTION OF THE ROAD BRIDGE).

WHEREAS, the Inland Valley Development Agency initiated proceedings pursuant to the Cortese-Knox-Herzberg Local Government Reorganization Act of 2000 of the California Government Code described as:

LAFCO 3257 – Sphere of Influence Amendment for City of San Bernardino (expansion), San Bernardino County Fire Protection District (expansion), and City of Redlands (reduction).

LAFCO 3258 – Reorganization to include Annexation to the City of San Bernardino and San Bernardino County Fire Protection District, its Valley Service Zone, and its Service Zone FP-5, and Detachment from the City of Redlands.

WHEREAS, the City of Redlands issued a letter dated June 27, 2022, stating the City's support for LAFCO No. 3257 and No. 3258 related to the proposed re-organization of fire service for the Mountain View Avenue bridge; and

WHEREAS, adoption of this Resolution is not subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), as the City has determined there is no possibility of any environmental effects.

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

Section 1. The City Council of the City of Redlands hereby determines that:

A. Pursuant to Section 99 of the Revenue and Taxation Code, prior to the issuance of a Certificate of Filing by the Local Agency Formation Commission (LAFCO) Executive Officer, the governing bodies of all local agencies whose service area or service responsibilities will be altered by a proposed jurisdictional change shall negotiate and determine by resolution the amount of property tax revenues to be exchanged between and among such local agencies.

B. Except as provided in Section 99.01 of the Revenue and Taxation Code, in the event that a jurisdictional change would affect the service area or service responsibility of one or more

special districts, the Board of Supervisors of the County of San Bernardino shall, on behalf of the district or districts, negotiate any exchange of property tax revenues.

C. The City Council of the City of Redlands, the City Council of the City of San Bernardino, and the Board of Supervisors of the County of San Bernardino on behalf of the San Bernardino County Fire Protection District have determined that there will be no exchange of property tax revenues as a result of the following jurisdictional change:

> LAFCO 3258 – Reorganization to include Annexation to the City of San Bernardino and San Bernardino County Fire Protection District, its Valley Service Zone, and its Service Zone FP-5, and Detachment from the City of Redlands.

Section 2. The City Council of the City of Redlands hereby resolves and orders that:

A. The jurisdictional change does not require any exchange of property tax revenue between the City of Redlands, the City of San Bernardino and the San Bernardino County Fire Protection District. The revenue distribution will remain as reflected in Exhibit "A".

B. The annual tax increment generated in the area subject to the jurisdictional change will not be altered by the proposed jurisdictional change.

Section 3. The City Council hereby determines that the adoption of this Resolution is exempt from environmental review under the California Environmental Quality Act (Public Resources Code, §21000 et seq.) pursuant to State CEQA Guidelines (Cal. Code Regs., §15000 et seq.) Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the adoption of this Resolution may have a significant effect on the environment.

Section 4. The City Clerk of the City of Redlands is hereby directed to certify the passage of this Resolution and to cause a certified copy to be sent to the Executive Officer of the Local Agency Formation Commission (LAFCO) for San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 19th day of July, 2022.

_____
Paul T. Barich, 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 19th day of July, 2022.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

ESTIMATED PROPERTY TAX REVENUE
AND PROPORTIONS BY AGENCY

[ATTACHED]

SAN BERNARDINO COUNTY

Interoffice Memo

RECEIVED
JUN 06 2022
LAFCO
San Bernardino County

DATE: June 2, 2022 **PHONE:** 382-3189

FROM: LINDA SANTILLANO
Chief Deputy, Property Tax Division
Auditor-Controller/Treasurer/Tax Collector

TO: SAMUEL MARTINEZ
Executive Officer
Local Agency Formation Commission #0490

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	Net Value After RDA / TRA Frozen Base	-		-		-		-	
	Tax Revenue	$ -		$ -		$ -		$ -	
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Note:
(A) Revenue estimates are based on the originally published values
Prepared by: B. COLLETTE

City Council Meeting **I. 14.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement between the City of Redlands and the United States Capitol Police for the purpose of reimbursing the Redlands Police Department for agreed upon mutual aid (Police Chief Catren)

MOTION(S):

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

I move to approve the agreement between the City of Redlands and the United States Capitol Police for the purpose of reimbursing the Redlands Police Department for agreed upon mutual aid.

RECOMMENDATION:

Staff recommends City Council approve the agreement between the City of Redlands and the United States Capitol Police for the purpose of reimbursing the Redlands Police Department for agreed upon mutual aid.

DISCUSSION:

In response to threats against a member of Congress that resides in Redlands, the Redlands Police Department has been working with the United States Capitol Police (USCP) to provide additional security measures at the Congressman's residence. Recently, the Congressman received a threat over the phone at his DC Office. RPD staff has listened to a recording of the threat and has confirmed it meets the elements of PC 422- criminal threats.

In response to this threat, the USCP would like to fund added security measures for the Congressman when he is in his home district. The USCP is willing to reimburse the Redlands Police Department for these added security measures.

In order for the USCP to reimburse the Redlands PD for the expense, the USCP requires that the Redlands Police Department enter into a memorandum of understanding (MOU) with the USCP.

ALTERNATIVES:

Do not approve the agreement.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Travis Martinez, Deputy Chief of Police

Fiscal Impact

Fiscal Year:	22/23
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	unknown
Budgeted Y/N:	N

Discussion:

The United States Capitol Police will be reimbursing the City of Redlands for the hours spent conducting the mutual aid at the official hourly billed rate for officer, corporal, or sergeant depending on the rank of the person working the assignment. At this time, Staff is unable to determine the exact amount of reimbursement.

Attachments

US Capitol Police MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES CAPITOL
POLICE AND
THE CITY OF REDLANDS

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and between the United States Capitol Police ("USCP") and the City of Redlands (City), collectively referred to as the "Parties," for the purpose of reimbursing City for agreed upon mutual aid provided to the USCP as further described below.

II. BACKGROUND

The USCP is a federal law enforcement agency under the Legislative Branch of Government. It is the mission of the USCP to protect the Congress – its Members, employees, visitors, and facilities – so it can fulfill its constitutional and legislative responsibilities in a safe, secure and open environment. The USCP Dignitary Protection Division (DPD) is a subset of the USCP Protective Services Bureau (PSB) and has the statutory requirement pursuant to 2 U.S.C. §1966 to protect the Members of Congress when security considerations so require. In order to fulfill this responsibility, DPD requires augmentation of its capabilities in the form of uniformed law enforcement officers at a Member's residence in his home district.

The City of Redlands Police Department (RPD) is the law enforcement agency of Redlands, California. It is dedicated to the community and strives to build and maintain the greatest level of trust and confidence of its citizens. Through positive partnerships with its citizens and businesses, it serves the community with the highest standards of honor, integrity and professionalism to protect, life, property, and the environment for all who live, work, visit or commute within the RPD's jurisdiction.

III. PURPOSE

A. The purpose of this MOU is to set forth the terms by which the USCP will reimburse the City for the protective services specified in Section IV(A), such services to commence on July 19, 2022.

B. This MOU is an agreement between the Parties and is not intended and should not be construed, to create or confer any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against City, USCP, or any state, locality, or other entity.

IV. RESPONSIBILITIES OF RPD UNDER THIS MOU

A. City shall provide support and enhancements to the USCP DPD protective mission by assigning an officer(s) in a vehicle (marked or unmarked), when available, from July 19, 2022 through a mutually agreed upon date, to the residence of Congressman Pete Aguilar (Congressman) and his immediate family when the Congressman is in his home district. The Congressman's residence is located at the address on file with the RPD. The assigned RPD officer(s), shall complete any tasks necessary to ensure the safety and security of the Congressman and his immediate family. Tasks include, but are not limited to maintaining a visible presence in front of the Congressman's home, monitoring the area for suspicious activity, responding appropriately to situations needing law enforcement attention, and providing all other services, as needed, to provide protection for the Congressman and his immediate family. The assigned RPD officer(s) shall report all suspicious and/or criminal activity to the DPD and maintain routine communications with DPD leadership.

B. City agrees to provide the USCP with a summary of expenses incurred in connection with RPD's provision of protective services, to include law enforcement services, equipment, and resources utilized on behalf of the USCP. This summary will be consistent with the format for record keeping provided by the USCP.

C. RPD may provide protective and other services as requested by the USCP in the future if agreed to by both Parties.

V. RESPONSIBILITIES OF USCP UNDER THIS MOU

A. The USCP agrees to provide the necessary funds due to City as part of the agreement made between both parties.

B. The USCP agrees to bear its own costs in relation to this MOU.

VI. DURATION OF THIS MOU

This MOU will continue in force until it is terminated by either party.

VII. FUNDING

No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Reimbursements and expenditures under this MOU shall be subject to the USCP's budgetary processes and to the availability of funds.

VIII. SEVERABILITY

Nothing in this MOU shall be construed to conflict with current law. If a term of this MOU is inconsistent with such authority, that term shall be invalid to the extent of the inconsistency. The remainder of that term and all other terms of this MOU shall remain in effect.

IX. NOTICE

The following individuals are the contact points for each Party under this MOU:

Jeanita D. Mitchell

Jeanita Mitchell
Acting Deputy Chief
Protective Services Bureau
United States Capitol Police
119 D Street, NE
Washington, DC 20510
(C) 202-384-8720

Travis Martinez
Deputy Chief
Redlands Police Department
30 Cajon Street
Redlands, CA 92373
(O) 909-798-7681

The Parties will provide notification of any changes to the contact points.

X. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XI. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as follows:

UNITED STATES CAPITOL POLICE:

_____ Date: 7/13/22

J. THOMAS MANGER
CHIEF OF POLICE, UNITED STATES CAPITOL POLICE

CITY OF REDLANDS:

_____ Date: _____

PAUL T. BARICH
MAYOR, CITY OF REDLANDS

ATTEST:

_____

JEANNE DONALDSON, CITY CLERK

City Council Meeting **I. 15.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Interlocal Agreements between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Victorville, and the County of San Bernardino, relating to the distribution of the FY 2019 and FY 2020 Justice Assistance Grants; approve additional appropriations in the amounts of $14,530 and $14,374, respectively, to the Police Department; authorize the acceptance of the FY 2017 and FY 2018 Justice Assistance Grant Modifications in the amounts of $13,937 and $13,826, respectively, to authorize the purchase of cameras and communication equipment; and determine that approval of the Interlocal Agreements, additional appropriations and acceptance of the Justice Assistance Grant modifications is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Catren)

MOTION(S):

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

1. I move to determine that approval of the Interlocal Agreements, additional appropriations and acceptance of the Justice Assistance Grant modifications 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 to approve the Interlocal Agreements between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Victorville, and the County of San Bernardino, Calif., concerning the distribution of the FY 2019 and FY 2020 Justice Assistance Grants; and

3. I move to approve additional appropriations in the amounts of $14,530 and $14,374, respectively, to the Police Department; and

4. I move to authorize the acceptance of the FY 2017 and FY 2018 Justice Assistance Grant Modifications in the amounts of $13,937 and $13,826, respectively, to authorize the purchase of cameras and communication equipment.

RECOMMENDATION:

Staff recommends that Council approve the Interlocal Agreements between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Victorville, and the County of San Bernardino, Calif., concerning the distribution of the FY 2019 and FY 2020 Justice Assistance Grants, and approve additional appropriations in the amounts of $14,530 and $14,374, respectively, to the Police Department. Also, authorize the acceptance of the FY 2017 and FY 2018 Justice Assistance Grant Modifications in the amounts of $13,937 and $13,826, respectively, to authorize the purchase of cameras and communication equipment and determine that approval of the Interlocal Agreements, additional appropriations and acceptance of the Justice Assistance Grant modifications is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City of Redlands Police Department (RPD) is entitled to a share of the 2019 and 2020 Justice Assistance Grant (JAG) award monies which are allocated based on the population of our city. All the above-listed governmental agencies agree to allow the County of San Bernardino to administer the grant funds and to distribute to each agency their allocated monies so the funds can be expended in accordance with JAG guidelines. The City of Redlands Police Department will receive $14,530 for the 2019 JAG award and $14,374 for the 2020 JAG award, for a total of $28,904.

The RPD intends to utilize the $28,904 to purchase PUMA digital recording devices. Currently, officers are required by policy to maintain and use a digital recorder while on duty to record contacts with the public. The department has had PUMA digital recorders for many years and over the years, we have only updated the recorders as needed. Currently, the department has older recorders (PUMA-3) that are beginning to age and are in need of replacement. Additionally, the department has recently added PUMA recording management software that works best with the most recent recorders, PUMA-5. For these reasons, staff requests that funds from the JAG 2019 and JAG 2020 grants be

used to update all digital recorders assigned to personnel to ensure they are working properly and that they work seamlessly with current management software.

Previously, the RPD applied for and was awarded the 2018 JAG award in the amount of $13,826 to implement a software system with specific public sector functionality to automate the management of employee performance evaluations and to purchase a 360 degree LED scene light for the department's Traffic Unit. City Council approved the acceptance of this grant award on September 4, 2018; however, the Federal government is just now approving the release of the funds and these items are no longer the most critical needs facing the department. In 2018, the City had a PTZ camera positioned to provide a view of Ed Hale's Park and the surrounding area. It allowed a member of the RPD to speak to citizens in the park and provide information if needed, and it was part of a comprehensive plan to provide additional resources and act as a force multiplier for patrol officers. Since then, the camera was removed and a need for a replacement has been identified. The RPD also has an offsite Property and Evidence Room that houses evidence from crimes, narcotics, DNA, firearms, and currency, and there are currently no surveillance cameras inside this room. RPD has identified the need to purchase two (2) dome cameras that will be hardwired and linked to other PD cameras. The new cameras will cover the entrance/exit door, along with the working areas of staff. Approval of the grant modification to purchase these cameras would allow for the protection, safety, and wellbeing of those at Ed Hales Park and inside the RPD Property and Evidence Room.

Originally, the RPD applied for and was awarded the 2017 JAG award in the amount of $13,937 to upgrade the PTZ surveillance camera on the City's Mobile Command Unit. City Council approved the acceptance of this grant award on September 5, 2017. Following national episodes of civil unrest and protest, the RPD determined that the purchase of crowd control barriers, a utility trailer and ratchet straps was the greatest need. City Council approved a modification of the grant for that purpose at the council meeting 10/06/2020. Since that time, it has been determined that the location, size, layout and design of city facilities such as the Emergency Operations Center at 1270 West Park Avenue, the Police Annex at 30 Cajon Street and City Hall at 35 Cajon Street make the use of crowd control barriers unfeasible. The department has identified a need for improved communication of members assigned to its Special Weapons and Tactics (SWAT) team and supervisors assigned to its Rapid Deployment Team (RDT). The SWAT team responds to incidents including barricaded suspects, high risk search/arrest warrants, hostage rescue, dignitary protection and any incident which exceeds the capability of the department's first responders or investigative units. The RDT is used for crowd control operations, support for immediate action/rapid deployment operations, searches or evacuations, perimeter containment and security for critical facilities. In all of these types of incidents, clear communication between department members and their leaders is critical. The Liberator IV is a communications headset that offers operational

modes for all high noise situations that members assigned to each of these units are likely to encounter. The Liberator IV can protect against impulse noise, like gunfire, and steady-state noise, like operating on a helicopter. It has user audio profiles that modifiable with simple keystrokes on the headset and is designed to prevent bleed-through from various radio frequency sources, including those that are self-generated. Each Liberator IV unit is priced at $1,300. The department desires to use the 2017 JAG award in the amount of $13,937 to purchase 10 Liberator IV units for use by members assigned to SWAT and RDT.

ALTERNATIVES:

Do not accept the grants and/or proposed modifications.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Michael Reiss, Deputy Chief

Fiscal Impact

Fiscal Year:	FY20/21
Revenue Generating:	No
Appropriation Required Y/N:	Yes
Budgeted Y/N:	No

Discussion:
There is no impact to the general fund.

Attachments

JAG 2017 Agreement and Narrative
JAG 2018 Agreement and Narrative

JAG 2019 Agreement and Narrative
Additional Appropriation JAG 2019
JAG 2020 Agreement and Narrative
Additional Appropriation JAG 2020

County of San Bernardino 385 North Arrowhead Avenue San Bernardino, CA 92415-0123 Law and Justice Group 909-387-5005	**Grant** **Sub-Award**	PAGE 1 OF 26

SUBRECIPIENT NAME AND ADDRESS (Including Zip Code) City of Redlands 35 Cajon Street, PO Box 3005 Redlands, CA 92373-1505	AWARD NUMBER:	2017-DJ-BX-0991
	SUB-AWARD NUMBER:	2017-DJ-BX-0991-Redlands
SUBRECIPIENT IRS/VENDOR NO. 95-6000766	PROJECT PERIOD: FROM	10/01/2016 TO 09/30/2020
	BUDGET PERIOD: FROM	10/01/2016 TO 09/30/2020
SUBRECIPIENT DUNS NO. 14-555-6747	AWARD DATE	11/02/2018
	PREVIOUS AWARD AMOUNT	$0
PROJECT TITLE 2017 Justice Assistance Grant	AMOUNT OF THIS AWARD	$13,937
	TOTAL SUB-AWARD	$13,937

SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S), WHICH INCLUDE THE AWARD CONTINUATION SHEETS (PAGES 2-21), A SUPPLEMENTAL STATEMENT BY THE COUNTY OF SAN BERNARDINO (1 PAGE), AND THE SUBRECIPIENT MONITORING PROCEDURES FOR THE COUNTY OF SAN BERNARDINO LAW AND JUSTICE GROUP (4 PAGES).

STATUTORY AUTHORITY FOR GRANT

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

GRANTEE APPROVAL	SUBRECIPIENT ACCEPTANCE
TYPED NAME AND TITLE OF APPROVING OFFICIAL	TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL
G. Christopher Gardner, Chair	Paul T. Barich, Mayor
San Bernardino County Law and Justice Group	City of Redlands
_____ SIGNATURE OF APPROVING OFFICIAL	_____ SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL
_____ DATE	_____ DATE

JAG 2017 – GRANT MODIFICATION REQUEST

PROGRAM NARRATIVE

Jurisdiction	Redlands Police Department

Program Name	JAG Identifier (Purpose Area)	Amount
Crowd control barriers	Equipment – General; Officer Safety	$13,937
Total Amount		**$13,937**

The City of Redlands has experienced six political demonstrations since June 2020. One of these events included two groups with opposing political views. There were several hundred people in each group with large numbers that insisted on antagonizing one another. During the incident, a large number of members from one of the groups blocked traffic at a major intersection. In order to protect the safety of those who are lawfully engaged in the exercise of their constitutional rights the Redlands Police Department will use $14,042 to purchase eighty Sonco 6' x 7.5" steel crowd control barriers, a 20' PJ Utility trailer and five Black Line ratchet strap tie downs.

The barriers will be used to as part of the department's crowd management planning to control pedestrian traffic at large scale events by acting as a physical barrier and designating entrances, exits and "no access" areas. The barriers will also be used to keep antagonistic groups separate by creating open areas between them staffed with police officers to maintain the peace.

In other locations throughout the country, law enforcement and federal buildings have come under attack. In Minneapolis, Minnesota, the Minneapolis Police Third Precinct was destroyed by arson. In Seattle, Washington the East Precinct building was abandoned by police, overrun by protestors and sustained extensive damage. In Portland, Oregon the Mark O. Hatfield U.S. Courthouse has been the site of ongoing demonstrations in which the building and federal officers defending it were attacked. The steel barriers will be used to protect Redlands Police installations.

The barriers will be stored at the City of Redlands Corporate Yard. The 20' PJ Utility trailer will be needed to transport them from their storage place to the location they will be needed at. The Black Line ratchet strap tie downs will be used to secure the barriers to the utility trailer during transport.

County of San Bernardino 385 North Arrowhead Avenue San Bernardino, CA 92415-0123 Law and Justice Group 909-387-5005	**Grant** **Sub-Award**	PAGE 1 OF 27

SUBRECIPIENT NAME AND ADDRESS (Including Zip Code) City of Redlands 35 Cajon Street, PO Box 3005 Redlands, CA 92373-1505	AWARD NUMBER: 2018-DJ-BX-0650 SUB-AWARD NUMBER: 2018-DJ-BX-0650-Redlands
SUBRECIPIENT IRS/VENDOR NO. 95-6000766	PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021
SUBRECIPIENT DUNS NO. 14-555-6747	AWARD DATE 11/16/2018 PREVIOUS AWARD AMOUNT $0
PROJECT TITLE FY 18 Local JAG Program	AMOUNT OF THIS AWARD $13,826 TOTAL SUB-AWARD $13,826

SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S), WHICH INCLUDE THE AWARD CONTINUATION SHEETS (PAGES 2-22), A SUPPLEMENTAL STATEMENT BY THE COUNTY OF SAN BERNARDINO (1 PAGE), AND THE SUBRECIPIENT MONITORING PROCEDURES FOR THE COUNTY OF SAN BERNARDINO LAW AND JUSTICE GROUP (4 PAGES).

STATUTORY AUTHORITY FOR GRANT

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

GRANTEE APPROVAL	SUBRECIPIENT ACCEPTANCE
TYPED NAME AND TITLE OF APPROVING OFFICIAL G. Christopher Gardner, Chair San Bernardino County Law and Justice Group _____ SIGNATURE OF APPROVING OFFICIAL _____ DATE	TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Paul T. Barich, Mayor City of Redlands _____ SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL _____ DATE

JAG 2018 – GRANT MODIFICATION REQUEST

PROGRAM NARRATIVE

Jurisdiction	Redlands

Program Name	JAG Project Identifier	Amount
Ed Hales Park Cameras	Equipment – General; Officer Safety	$10,891
Evidence Room Cameras	Equipment – General; Officer Safety	$2,935
Total Amount		**$13,826**

In years past, the City had a camera positioned to provide a view of Ed Hale's Park and the surrounding area. The camera was a PTZ camera that also allowed a camera operator to speak to citizens in the park and provide information if needed. The camera was part of a comprehensive plan to provide additional resources and act as a force multiplier for patrol officers. Approximately two years ago, it was removed to allow for the City to erect the clocks that are currently on the S/W corner of the park. The Saturday Market takes place in the parking lot to the North of the park, it is a common area for people to gather and there have been several protests in the area this year. Adding cameras back to the area of 5th Street and State Street will allow dispatch to monitor the area as needed as well as create a force multiplier for patrol officers responding to crimes in progress.

The Redlands Police Department (RPD) currently has an offsite property and evidence room. There are currently no surveillance cameras inside this room, which makes it difficult for staff to monitor activity. Evidence from crimes, narcotics, DNA, firearms, and currency are stored inside the Property and Evidence room, which is a big liability to the department and city. RPD would like to purchase 2 Indigo Vision 4mp Vandal IP66 dome cameras that will be hardwired and linked to other PD cameras. The new cameras will cover the entrance/exit door, along with the working areas of staff. Dispatch and RPD employees will be able to monitor the cameras as needed from their desktop and the video will be retained for 30 days.

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE, AND THE COUNTY OF SAN BERNARDINO, CA

CONCERNING DISTRIBUTION OF THE
2019 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 9th day of June, 2020, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

WHEREAS, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:

Section 1.

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from

TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

Section 3.

TOWN and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

Section 4.

TOWN and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

_____
Town Manager

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

COUNTY OF SAN BERNARDINO, CA

_____
Curt Hagman
Chair, County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD:

_____
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

APPROVED AS TO FORM:

_____
*Michelle Blakemore
County Counsel

_____
by: Katherine Hardy, Deputy

*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ADELANTO, CA

_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BARSTOW, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CHINO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COLTON, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF FONTANA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HESPERIA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HIGHLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MONTCLAIR, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ONTARIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RANCHO CUCAMONGA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF REDLANDS, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIALTO, CA

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City Administrator

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF SAN BERNARDINO, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF UPLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF VICTORVILLE, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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2019 Justice Assistance Grant
Appendix 1

Jurisdiction	Allocation	5% Administrative Fee	Award
San Bernardino County	$63,383	($3,169)	$60,214
Adelanto	$17,005	($850)	$16,155
Apple Valley	$18,247	($912)	$17,335
Barstow	$22,158	($1,108)	$21,050
Chino	$15,342	($767)	$14,575
Colton	$15,061	($753)	$14,308
Fontana	$55,934	($2,797)	$53,137
Hesperia	$23,798	($1,190)	$22,608
Highland	$14,686	($734)	$13,952
Montclair	$15,483	($774)	$14,709
Ontario	$42,911	($2,146)	$40,765
Rancho Cucamonga	$20,120	($1,006)	$19,114
Redlands	$15,295	($765)	$14,530
Rialto	$29,818	($1,491)	$28,327
San Bernardino	$196,285	($9,814)	$186,471
Upland	$16,560	($828)	$15,732
Victorville	$55,911	($2,796)	$53,115
Total	**$637,997**	**($31,900)**	**$606,097**

JAG 2019 – GRANT MODIFICATION REQUEST

PROGRAM NARRATIVE

Jurisdiction	Redlands Police Department

Program Name	JAG Project Identifier	Amount
Personal Audio Recording Devices	Equipment	$14,530
Total Amount		**$14,530**

The City of Redlands Police Department intends to utilize the $14,530 to purchase PUMA digital recording devices. Currently officers are required by policy to maintain and use a digital recorder while on duty so as to record contacts with the public. The department has had PUMA digital recorders for many years and over the years, we have only updated the recorders as needed. Currently the department has older recorders (PUMA-3) that are beginning to age and are in need of replacement. Additionally, the department has recently added PUMA recording management software that works best with the most recent recorders, PUMA-5. For these reasons, staff requests that funds be used to update all digital recorders assigned to personnel to ensure they are working properly and that they work seamlessly with current management software.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 07/19/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Special Departmental Supplies	200202	7810	F202020	14,530.00
				$ 14,530.00 -

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Federal Grants	200202	4407	F202020	14,530.00
				$ 14,530.00 -

JUSTIFICATION: JAG 2019

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE, AND THE COUNTY OF SAN BERNARDINO, CA

CONCERNING DISTRIBUTION OF THE
2020 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 11th day of August, 2020, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

WHEREAS, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:

Section 1.

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from

TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

Section 3.

TOWN and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

Section 4.

TOWN and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

_____
Town Manager

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

COUNTY OF SAN BERNARDINO, CA

_____
Curt Hagman
Chair, County Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD:

_____
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

APPROVED AS TO FORM:

_____
*Michelle Blakemore
County Counsel

_____
by: Katherine Hardy, Deputy

*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ADELANTO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BARSTOW, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CHINO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COLTON, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF FONTANA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HESPERIA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HIGHLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MONTCLAIR, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ONTARIO, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RANCHO CUCAMONGA, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF REDLANDS, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIALTO, CA

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City Administrator

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF SAN BERNARDINO, CA

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF UPLAND, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF VICTORVILLE, CA

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City Manager

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney
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2020 Justice Assistance Grant
Appendix 1

Jurisdiction	Allocation	5% Administrative Fee	Award
San Bernardino County	$60,951	($3,047)	$57,904
Adelanto	$16,161	($808)	$15,353
Apple Valley	$16,568	($828)	$15,740
Barstow	$20,346	($1,017)	$19,329
Chino	$14,873	($744)	$14,129
Colton	$13,778	($689)	$13,089
Fontana	$49,212	($2,461)	$46,751
Hesperia	$24,037	($1,202)	$22,835
Highland	$13,585	($679)	$12,906
Montclair	$14,572	($728)	$13,844
Ontario	$41,958	($2,098)	$39,860
Rancho Cucamonga	$18,994	($950)	$18,044
Redlands	$15,130	($756)	$14,374
Rialto	$29,896	($1,495)	$28,401
San Bernardino	$184,334	($9,217)	$175,117
Upland	$16,418	($821)	$15,597
Victorville	$51,916	($2,596)	$49,320
Total	**$602,729**	**($30,136)**	**$572,593**

JAG 2020 – GRANT MODIFICATION REQUEST

PROGRAM NARRATIVE

Jurisdiction	Redlands Police Department

Program Name	JAG Project Identifier	Amount
Personal Audio Recording Devices	Equipment	$ 14,374
Total Amount		**$ 14,374**

The City of Redlands Police Department intends to utilize the $14,374 to purchase PUMA digital recording devices. Currently officers are required by policy to maintain and use a digital recorder while on duty so as to record contacts with the public. The department has had PUMA digital recorders for many years and over the years, we have only updated the recorders as needed. Currently the department has older recorders (PUMA-3) that are beginning to age and are in need of replacement. Additionally, the department has recently added PUMA recording management software that works best with the most recent recorders, PUMA-5. For these reasons, staff requests that funds be used to update all digital recorders assigned to personnel to ensure they are working properly and that they work seamlessly with current management software.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 07/19/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Departmental Supplies	200202	7810	F202021	14,374.00
				$ 14,374.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407	F202021	14,374.00
				$ 14,374.00 -

JUSTIFICATION: JAG 2020

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 16.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Redlands Police Department Tow Services Agreement for 2022-2025 (Police Chief Catren)

MOTION(S):

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

I move to approve the Tow Services Agreement with the four Redlands Police Department Rotational Tow Applicants, Broncs Towing, Inc., Bill and Wag's Towing, Inc., Wilson's Towing and Armada Towing.

RECOMMENDATION:

Staff recommends Council approval of the Tow Services Agreement with the four Redlands Police Department Rotational Tow Applicants as set forth in the report.

DISCUSSION:

It is proposed that the City Council approve the Tow Services Agreement with the two tow operators (Broncs Towing Inc. and Bill and Wag's Towing Inc.) which have done business with the City of Redlands for the past several years. Both companies have not had any significant issues that would preclude them from continuing to provide tow services in the City. Due to the increase of traffic collisions, disabled vehicles, and future operation of the commuter train, the Redlands Police Department recommends adding two additional tow companies to the rotation.

Wilson's Towing and Armada Towing have been in the tow business for many years and have several tow contracts with other agencies such as the California Highway Patrol and the Sheriff's Department. Both Wilson's Towing and Armada

Towing have offices and yards less than three miles outside the city limits. Additionally, Armada Towing currently provides towing service for Redlands Police Department vehicles. Both Wilson's Towing and Armada Towing will be able to provide tow services at the same level that Broncs and Bill and Wag's have done in the past.

The hourly rates of all applications are consistent with what surrounding tow operators charge in adjacent cities.

The Tow Services Agreement mandates that all tow operators must have a full service business office and storage facility located within the City of Redlands or be within three miles of the city limits. In addition, the Agreement states there shall be no more than four tow operators approved for the rotation tow listing. Broncs Towing Inc. and Bill and Wag's Towing Inc. are the only tow operators in the City of Redlands that have a full service business office and storage facility located within the City of Redlands. Wilson's Towing and Armada Towing have a full-service business office and storage facility located within three miles of the City of Redlands. Other tow operators have expressed interest in competing for the tow services contract; however, they have not taken the necessary steps to abide by the mandates set forth in the tow services agreement. These four tow operators are the only eligible tow operators to be approved for the contract under the mandates set forth in the tow services agreement.

ALTERNATIVES:

Do not accept the applications. The Redlands Police Department will have to find other tow operators that are willing to submit an application.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

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

PREPARED BY:
Jeremy Floyd, Traffic Sergeant

Fiscal Impact

Fiscal Year:	2022-2025
Revenue Generating:	Yes
Appropriation Required Y/N:	N
Amount:	0
Budgeted Y/N:	Y
Account No.:	1012023431
Discussion:	

Attachments

Rotation Tow Listing App
Tow Service Agreement

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

ROTATION TOW LISTING APPLICATION

CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA

CHP AREA OF APPLICATION	CHP AREA NUMBER
REDLANDS POLICE DEPARTMENT	

BUSINESS

BUSINESS NAME	CHP AREA NAME
ARMADA TRANSPORT INC. D.B.A. ARMADA TOWING	REDLANDS POICE DEPARTMENT
BUSINESS ADDRESS	DAY PHONE NUMBER (INCLUDE AREA CODE)
2285 E. 6TH ST. SAN BERNARDINO, CA. 92410	(909) 884-6511
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE	NIGHT PHONE NUMBER (INCLUDE AREA CODE)
8623 CAROB ST. FONTANA, CA. 92335	SAME AS ABOVE
NUMBER OF YEARS IN TOWING BUSINESS / AUTOMOBILE CLUB AFFILIATE(S)	
23 / AAA	

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☑ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS: 2285 E. 6TH ST. SAN BERNARDINO, CA.92410	☑ OWNED	☐ LEASED	☐ RENTED
SECONDARY STORAGE YARD ADDRESS:	☐ OWNED	☐ LEASED	☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS:	☐ OWNED	☐ LEASED	☐ RENTED

OUTSIDE STORAGE CAPACITY	INSIDE STORAGE CAPACITY
200	10

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

MICHAEL ARMADA 50% / ELIZABETH ARMADA 50%

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☑ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☑ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☑ YES ☐ NO	IF YES, LIST THE OTHER CHP AREA(S): SAN BERNARDINO, RANCHO, ARROWHEAD
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☑ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	$350.00	$400.00	$450.00	$500.00
INSIDE STORAGE	$65.00	$70.00	$80.00	$80.00
OUTSIDE STORAGE	$60.00	$65.00	$75.00	$75.00
LABOR (NONSKILLED)				
SPECIAL EQUIPMENT (LIST)				
ROTATOR	$750.00			
LANDOLL	$450.00			
PALLET JACK	$75.00			
FORKLIFT	$150.00			
RENTAL/SKILLED LABOR MARKUP (%)				

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☑ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 12
☑ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☑ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 2
☑ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 1

COMMENTS

JAY

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE	PRINT NAME AND TITLE	DATE
Jay Ingley	JAY INGLEY (GENERAL MANAGER)	03/18/2022

TO BE COMPLETED BY CHP

AREA APPROVAL

☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE	I.D. NUMBER	DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE	DATE

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I. OPERATOR APPROVAL

I certify that I have read and understand this Tow Service Agreement and agree to abide by all provisions. I further agree to indemnify, defend and save harmless the City of Redlands and its elected officials, officers, agents and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

OPERATOR APPROVAL

Signature	Typed Name	
Company DBA ARMADA TOWING ARMADA TRANSPORTING INC	Title MANAGER	Date 6-7-21
Business Address 2285 SIXTH ST SAN BERNARDINO, CA 92410	Phone Number 9095846511	

Christopher R. Catren
Chief of Police

Paul Barich
Mayor

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

ROTATION TOW LISTING APPLICATION

CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA

CHP AREA OF APPLICATION	CHP AREA NUMBER
REDLANDS POLICE DEPARTMENT	

BUSINESS

BUSINESS NAME	CHP AREA NAME
BILL & WAG'S, INC.	REDLANDS
BUSINESS ADDRESS	DAY PHONE NUMBER (INCLUDE AREA CODE)
945 BROCKTON AVE., REDLANDS, CA. 92374	(909)923-6100
BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE	NIGHT PHONE NUMBER (INCLUDE AREA CODE)
	(909)923-6100

NUMBER OF YEARS IN TOWING BUSINESS	AUTOMOBILE CLUB AFFILIATE(S)
57	AAA RV, FLEET NET, ROAD AMERICA

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☑ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS: 945 W. BROCKTON AVE., REDLANDS, CA. 92374	☐ OWNED	☑ LEASED	☐ RENTED
SECONDARY STORAGE YARD ADDRESS: 1516 S. BON VIEW AVE., ONTARIO, CA. 91761	☐ OWNED	☑ LEASED	☐ RENTED
ADDITIONAL STORAGE YARD ADDRESS	☐ OWNED	☐ LEASED	☐ RENTED

OUTSIDE STORAGE CAPACITY	INSIDE STORAGE CAPACITY
250	5

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST)

FLEET SALES & CONSULTING, INC. , CASEY LYNN WILLIAMS KIRK

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☑ NO	IF YES, LIST THE TOW COMPANY(S):
DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☑ NO	IF YES, LIST THE OTHER CHP AREA(S):
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☐ YES ☑ NO	IF YES, LIST THE OTHER CHP AREA(S):
DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☑ NO	IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	$325.00	$345.00	$475.00	$525.00
INSIDE STORAGE	$75.00	$80.00	$85.00	$85.00
OUTSIDE STORAGE	$70.00	$75.00	$77.00	$80.00
LABOR (NONSKILLED)	$50.00			
SPECIAL EQUIPMENT (LIST)				
LANDOLL / LOW BED	$385.00			
CONGEAR/FORKLIFT	$155.00			
DRIVER LABOR CHARGE	$200.00			
6X6 ARMY TRUCK	$330.00			
ROTATOR	$715.00			
RENTAL/SKILLED LABOR MARKUP (%)	15.00 %			

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☑ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 10
☑ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☐ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 1
☑ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 6

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE	PRINT NAME AND TITLE	DATE
	CASEY L. WILLIAMS KIRK, PRESIDENT	01/20/2022

TO BE COMPLETED BY CHP

AREA APPROVAL

☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE	I.D. NUMBER	DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE	DATE

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I. OPERATOR APPROVAL

I certify that I have read and understand this Tow Service Agreement and agree to abide by all provisions. I further agree to indemnify, defend and save harmless the City of Redlands and its elected officials, officers, agents and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

OPERATOR APPROVAL

Signature	Typed Name: Casey Kirk Williams	
Company Bill & Wag's Inc.	Title: President	Date 01/25/2022
Business Address: 945 W. Brockton Ave. Redlands Ca. 92374	Phone Number: 909-923-6100	

Christopher R. Catren
Chief of Police

Paul Barich
Mayor

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

ROTATION TOW LISTING APPLICATION

CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA

CHP AREA OF APPLICATION: REDLANDS POLICE DEPARTMENT

CHP AREA NUMBER:

BUSINESS

BUSINESS NAME: WILSON TOWING LLC

CHP AREA NAME:

BUSINESS ADDRESS: 2310 E. 3RD STREET, SAN BERNARDINO, CA 92410

DAY PHONE NUMBER (INCLUDE AREA CODE): 909-888-5455

BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE:

NIGHT PHONE NUMBER (INCLUDE AREA CODE): 909-888-5455

NUMBER OF YEARS IN TOWING BUSINESS: 70+

AUTOMOBILE CLUB AFFILIATE(S):

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☑ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS: 2310 E. 3RD STREET, SAN BERNARDINO, CA 92410 — ☐ OWNED ☑ LEASED ☐ RENTED

SECONDARY STORAGE YARD ADDRESS: — ☐ OWNED ☐ LEASED ☐ RENTED

ADDITIONAL STORAGE YARD ADDRESS: — ☐ OWNED ☐ LEASED ☐ RENTED

OUTSIDE STORAGE CAPACITY: 200+

INSIDE STORAGE CAPACITY: 12

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST): LILLIANA VACH

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☑ NO — IF YES, LIST THE TOW COMPANY(S):

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☑ NO — IF YES, LIST THE OTHER CHP AREA(S):

ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☑ YES ☐ NO — IF YES, LIST THE OTHER CHP AREA(S): San Bernardino CHP & PD, San Bernardino County Sheriff's Dept.

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☑ NO — IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	$350	$375	$500	$550
INSIDE STORAGE	$70			
OUTSIDE STORAGE	$65	$70	$85	$85
LABOR (NONSKILLED)	$55			
SPECIAL EQUIPMENT (LIST)				
LANDOLL	$325			
FORKLIFT	$150			
SALVAGE & RECOVERY	$1,000			
RENTAL/SKILLED LABOR MARKUP (%)	15%			

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☑ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 10
☑ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS: 1
☑ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS: 2
☑ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS: 2

COMMENTS

Special Equipment:
Landoll Tractor/Trailer

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE	PRINT NAME AND TITLE	DATE
Lilliana Vach	LILLIANA VACH, MANAGING MEMBER	02/04/22

TO BE COMPLETED BY CHP

AREA APPROVAL

☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE	I.D. NUMBER	DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____.

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE	DATE

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I. OPERATOR APPROVAL

I certify that I have read and understand this Tow Service Agreement and agree to abide by all provisions. I further agree to indemnify, defend and save harmless the City of Redlands and its elected officials, officers, agents and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

OPERATOR APPROVAL

Signature [signature]	Typed Name chelsie Guldemond	
Company Wilson Towing LLC	Title manager	Date 6-7-22
Business Address 2310 e. 3rd st. San Bernardino, CA 92410	Phone Number 909-888-5455	

Christopher R. Catren
Chief of Police

Paul Barich
Mayor

CALIFORNIA HIGHWAY PATROL

ROTATION TOW LISTING APPLICATION

CHP 234A (Rev. 3-15) OPI 061

TYPE OR PRINT CLEARLY

CHP AREA

CHP AREA OF APPLICATION: RDLANDS, CA

CHP AREA NUMBER:

BUSINESS

BUSINESS NAME: BRONCS TOWING INC

BUSINESS ADDRESS: 380 KANSAS ST, REDLANDS, CA 92373

CHP AREA NAME: REDLANDS, CA

BUSINESS MAILING ADDRESS IF DIFFERENT THAN ABOVE:

DAY PHONE NUMBER (INCLUDE AREA CODE): (909) 307-0944

NUMBER OF YEARS IN TOWING BUSINESS: 28

AUTOMOBILE CLUB AFFILIATE(S): AAA

NIGHT PHONE NUMBER (INCLUDE AREA CODE): (909) 307-0944

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, SEXUAL CRIMES, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE?

☐ YES ☑ NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS: 380 KANSAS ST, REDLANDS, CA 92373 — ☐ OWNED ☑ LEASED ☐ RENTED

SECONDARY STORAGE YARD ADDRESS: — ☐ OWNED ☐ LEASED ☐ RENTED

ADDITIONAL STORAGE YARD ADDRESS: — ☐ OWNED ☐ LEASED ☐ RENTED

OUTSIDE STORAGE CAPACITY: 20

INSIDE STORAGE CAPACITY: 4

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST): KHOSROW G. ARDABILI AND MOSTAFA BAHRAMI

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? ☐ YES ☑ NO — IF YES, LIST THE TOW COMPANY(S):

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? ☐ YES ☑ NO — IF YES, LIST THE OTHER CHP AREA(S)

ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? ☐ YES ☑ NO — IF YES, LIST THE OTHER CHP AREA(S).

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? ☐ YES ☑ NO — IF YES, LIST THE OTHER TOW COMPANY(S):

RATES

	Class A	Class B	Class C	Class D
HOURLY RATE	350.00			
NSIDE STORAGE	80.00			
UTSIDE STORAGE	70.00			
ABOR (NONSKILLED)	50.00			
PECIAL EQUIPMENT (LIST)				
ENTAL/SKILLED LABOR MARKUP (%)				

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TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

☑ CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 9
☐ CLASS B (MINIMUM 33,000 GVWR)	NUMBER OF CLASS B TRUCKS:
☐ CLASS C (MINIMUM 52,000 GVWR)	NUMBER OF CLASS C TRUCKS:
☐ CLASS D (MINIMUM 54,000 GVWR)	NUMBER OF CLASS D TRUCKS:

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT, AND NO OMISSIONS HAVE BEEN MADE. THE OPERATOR IS ADVISED THAT GIVING FALSE INFORMATION TO A PEACE OFFICER, EITHER ORALLY OR IN WRITING, IS A MISDEMEANOR PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 20 AND 31.

SIGNATURE	PRINT NAME AND TITLE	DATE
Mostafa Bahrami	Mostafa Bahrami Secretary	06/07/2022

TO BE COMPLETED BY CHP

AREA APPROVAL

☐ APPROVED ☐ DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE	I.D. NUMBER	DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____
AND END ON _____.

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

☐ APPROVED ☐ DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE	DATE

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I. OPERATOR APPROVAL

I certify that I have read and understand this Tow Service Agreement and agree to abide by all provisions. I further agree to indemnify, defend and save harmless the City of Redlands and its elected officials, officers, agents and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

OPERATOR APPROVAL

Signature [signature]	Typed Name ASHLEY GIBSON.	
Company BRONCS TOWING	Title OFFICE MANAGER	Date 6-7-2022
Business Address 380 KANSAS ST REDLANDS CA 92373	Phone Number (909) 307-0944	

Christopher R. Catren
Chief of Police

Paul Barich
Mayor

TOW SERVICE AGREEMENT 2022-2025

This Tow Service Agreement sets forth the rules and regulations that the tow operator (referred to herein as "operator" or "tow operator") shall comply with to receive a rotation tow listing with the Redlands Police Department (RPD). Participation in the RPD Rotation Tow Program is voluntary. Compliance with all of the terms and conditions of this Tow Service Agreement is mandatory for operator participating in the RPD Rotation Tow Program. The operator, by agreeing to participate in the program, is not acting as an agent for the RPD or the City of Redlands when performing services under this Agreement. For clarification purposes, definitions are contained in Attachment A to this Agreement. Attachment B contains a summarized listing of the California Vehicle Code (CVC) and Civil Code laws applicable to all tow companies in the State of California. Attachment C contains a listing of the tow truck equipment specifications and equipment use requirements applicable to all RPD rotation tow operators. Attachment D contains instructions for completing required application forms.

I. RPD ROTATION TOW

A. The RPD Deputy Chief shall determine the maximum response time, enrollment period, reasonable rates, minimum number of trucks and any applicable waiver of requirements.

1. Waiver of requirements shall be in effect no longer than six months following the application by, and acceptance of, the operator who meets all requirements of this Agreement. Upon expiration of the six-month period, if operator fails to meet the minimum requirements of this Agreement, this Agreement shall be terminated.

2. A waiver will be granted for requirements based upon law or safety considerations.

3. Maximum Response Time
   a. 0800-1800 20 minutes
   b. 1801-0759 25 minutes

II. ROTATION LISTS

A. The RPD maintains one rotation tow list for all classes of tow trucks to ensure an equitable distribution of calls.

1. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class of tow truck.

2. A call to the operator shall constitute one turn on the list and the operator shall subsequently be moved to the bottom of the list. This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time. If it is determined that the operator is not needed and is canceled by the RPD, up to and including arrival at the scene, there shall be no charges and the operator will be placed back at the top of the list.

3. If the operator is canceled by the vehicle's owner or agent prior to the operator taking possession of the vehicle, there shall be no charges for towing. The operator shall immediately contact the RPD and advise the RPD of the cancellation. The operator will then be placed back at the top of the list.

4. If service, other than towing and recovery, has begun and is canceled by the vehicle's owner or agent, the operator may charge a minimum of one-half of the regular hourly service charge for the time expended on the call. For purposes of cancellation, service begins when physical work on the vehicle has begun, not at the time of response. No lien shall arise for the service unless the operator has presented a written statement to the vehicle's owner or agent for the signed authorization of services to be performed.

   a. The operator shall not take possession of any vehicle to establish a lien for any nontowing services performed, or begun and subsequently canceled, when not entitled to such lien by law. Refer to Civil Code Section 3068.1 for when a lien begins.

B. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the RPD Incident Commander.

C. The RPD Incident Commander may direct a RPD rotation tow operator to move vehicles to help clear a roadway or for lifesaving operations. Operator shall provide the assistance as directed. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

D. The operator shall have a full service business office and storage facility located within the City of Redlands. However, at the discretion RPD Deputy Chief, the operator may have a full service business office and storage facility located no more than 3 miles outside of the City of Redlands city limits.

E. Operator shall have a minimum of Five (5) years verifiable for-hire-towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for a RPD rotation tow listing.

F. Ownership status will be investigated and determined by the RPD.

G. There shall be no more than four operators approved for the rotation tow listing.

III. TOW TRUCK CLASSIFICATIONS

A. The operator shall equip and maintain all tow truck(s) covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the specifications contained in this Agreement, and consistent with industry standards and practices.

1. Notwithstanding CVC section 615, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this Agreement. For the purpose of this Agreement, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for rotation tow lists.

2. The operator who has a car carrier may be exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit.

B. A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a tow truck shall be cause for immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load.

C. There will be three classes of tow trucks covered under this Agreement:

1. Class A - Light Duty

a. The operator shall maintain a minimum of five tow trucks which has a manufacturer's GVWR of at least 14,000 pounds. Class A equipment specifications can be found in Attachment C of this Agreement.

i. A "trailer for hire" shall not be approved for listing as a Class A tow truck.

ii. Tow operator whose equipment had previously been approved and continuously used on rotation for the RPD and owned by the same operator, but do not have wheel lift capabilities, may apply for and receive a rotation tow listing.

2. Class B- Medium Duty

a. The operator shall maintain a minimum of one tow truck with a GVWR of at least 26,001 pounds. The truck shall be capable of

providing and maintaining continuous air to the towed vehicle. Class B equipment specifications can be found in Attachment C of this Agreement.

1) All Class B tow trucks with a GVWR of less than 26,001 pounds currently approved for the RPD Class B rotation tow list will be allowed to remain on the Class B rotation tow list until June 1, 2025.

b. Tow operator whose equipment had previously been approved and continuously used on rotation for the RPD and owned by the same operator, but do not have wheel lift capabilities, may apply for and receive a rotation tow listing.

3. Class C - Heavy Duty

a. The operator shall maintain at least one three-axle tow truck with a GVWR of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. Class C equipment specifications can be found in Attachment C of this Agreement.

1) All Class C tow trucks with a GVWR of less than 48,000 pounds currently approved for the RPD Class C rotation tow list will be allowed to remain on the Class C rotation tow list until June 1, 2025.

b. Tow operator whose equipment had previously been approved and continuously used on rotation for the RPD and owned by the same operator, but do not have wheel lift capabilities and/or three-axles, may apply for and receive a rotation tow listing.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose. This auxiliary equipment should be used when appropriate. A listing of service and auxiliary equipment for each classification can be found in Attachment C of this Agreement.

IV. TOW TRUCK DRIVERS

A. The operator shall ensure that tow truck drivers responding to calls initiated by the RPD are qualified and competent employees of the operator. The operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through

RPD rotation. Tow truck drivers shall be at least 18 years old and possess the following minimum class driver license:

1. Class A tow truck - A valid Class C license, or a valid Class A license with valid medical certificate.

2. Class B tow truck - A valid Class C license for nonregulated vehicles, or a valid Class A license with valid medical certificate for regulated vehicles pursuant to CVC section 34500.

3. Class C tow truck - A valid Class A license with valid medical certificate.

B. The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargoes (refer to Attachment B).

C. The operator shall maintain a current list of drivers.

1. The operator shall provide a current list of its drivers to the RPD upon implementation of this Agreement. The operator shall notify the RPD upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the RPD within seven calendar days of any change in driver status.

2. Operator, shall as a minimum, maintain the following information for each employee:

a. Full name.
b. Date of birth.
c. California Driver License number.
d. Copy of valid medical certificate (if required).
e. Job title/description.
f. Current home address.
g. Current phone number.
h. Type(s) of truck(s) driver has been trained and instructed to operate.

D. All tow operator employees shall be fingerprinted by the RPD. The tow operator shall provide Department of Justice fingerprint fee as required by the RPD.

E. Tow operator shall have in its possession a tow truck operator's permit issued by the Chief of Police.

V. RATES

A. Fees charged for response to calls originating from the RPD shall be reasonable and not in excess of those rates charged for similar services provided in response to

requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The operator shall submit its retail hourly rate to the RPD Deputy Chief. The RPD Deputy Chief shall determine the validity and reasonableness of the submitted rates.

    a. Validity will be based upon telephone quotes, posted rates, area CHP rates and charges to retail customers. Any submitted rate in excess of the operator's retail rate (as defined in Attachment A) will be considered invalid and will not be accepted. If the operator submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from RPD rotation tow listing until the next enrollment period.

    b. Reasonableness shall be determined as compared to other rates. If the operator submits a rate that is determined to be excessive, it shall be allowed to resubmit its rates only once.

2. In an effort to remain competitive in the open market, the operator may lower retail rates at any time by notifying the RPD. When the operator lowers its retail rate, that retail rate becomes the new approved RPD rate. Operator may only raise rates for RPD calls during enrollment periods or upon approval after a midterm review. Operator may raise rates for non-RPD calls at anytime. Rates for RPD calls shall remain at the lowest retail rate until the next enrollment period.

3. If the operator charges rates above its retail hourly rates or submitted rates for a RPD call shall be in violation of this Agreement and subject to disciplinary action including termination of this Agreement.

B. The rate for towing shall be computed from portal to portal. Time expended shall be charged at a rate not to exceed the hourly rate. Time expended in excess of the minimums shall also be at the hourly rate in no more than 15 minute increments. There shall be no additional charges for mileage and labor.

1. The operator may charge up to a thirty-minute minimum per call for base services.

2. The operator may charge up to a one-hour minimum per call on public safety response calls.

3. The operator may only charge a maximum of one half hour rate for the towing or service calls for Redlands Police Department vehicles or vehicles towed as evidence.

4. The operator shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.

C. Rates for a service call (out of gas, lockouts and tire changes) shall be from portal to end of service, and may be at the hourly rate with up to a thirty-minute minimum. Charges in excess of thirty minutes may be charged in no more than 15 minute increments

D. Fees for Special Operations.

1. For special operations involving Class B and C tow trucks, the operator shall submit its proposed fees for vehicle recovery operations and load salvage operations to the RPD Deputy Chief. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of thirty minutes may be charged in no more than 15 minute increments.

    a. Hourly rates shall be established for the following:

        i. Auxiliary Equipment, e.g., airbags, converter gear/dolly and additional trailers.

        ii. Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scooploaders, etc.

        iii. Contract labor.

    b. The RPD Deputy Chief shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.

2. Operator shall submit a mark up rate (percentage of the cost to the operator) for retail equipment and specialized labor not otherwise listed on the application.

3. If the operator performs a service for which a required rate was not submitted to, and approved by, the RPD, the operator shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the operator may only charge for the actual rate paid for the labor.

E. The total fees charged for after hours release shall be no more than one-half the hourly rate, and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours.

F. Storage Fees.

1. The operator shall submit its proposed storage fees, for inside and outside storage, to RPD Deputy Chief. The RPD Deputy Chief shall determine the reasonableness of the fees for inside and outside storage, based upon the average of the proposed fees submitted by those applying for rotation.

2. The operator shall display in plain view at all cashiers' stations, a sign as described in Section 3070 of the Civil Code, disclosing all storage fees and charges in force, including the maximum storage rate.

3. Vehicles stored up to 4 hours shall not be charged a storage fee. Vehicles stored 24 hours or less shall be charged no more than one day storage. Each day thereafter shall be calculated by calendar day.

4. Store (outdoors) up to **FOUR** evidentiary vehicles free of charge during the course of this Agreement. These evidence storage spots shall be located together and in one area that is out of the way from the day-to- day operations. This is to prevent tampering or unnecessary touching or handling of the vehicles. Additional vehicles held as evidence by RPD shall be charged no more than one half the normal daily rate unless approved by the RPD Deputy Chief.

5. Vehicles stored by the RPD for forfeiture shall be charged no more than three days storage.

G. This Section 5 entitled "Rate," shall not apply if the operator responds to a RPD call in a location where towing rates for all tow companies are established by a city or county ordinance.

H. The approved schedule of rates charged by the operator shall be available in the tow truck, and shall be presented upon demand to the person(s) for whom the tow services were provided, or his/her agent, or any RPD officer at the scene.

I. Rate requirements represent the maximums the operator may charge on a RPD call. The operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge when the operator would not normally charge for such service.

1. No operator or employee of the operator shall refer to any rate as the minimum required or set by the RPD.

VI. COLLUSION

A. The operator and/or applicant shall not conspire, or attempt to conspire, or commit any other act of collusion, with any other operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the RPD, the motoring public, or other operator(s).

1. Examples of "collusion" include, but are not limited to: conspiracy by any operator(s) to establish artificially high or low rate(s) for services performed pursuant to this Agreement, conspiracy or attempt to circumvent the midterm review process.

B. A finding by the RPD that the operator or applicant has been involved in collusion shall be cause for termination of this Agreement. The operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the RPD rotation tow list for the current term, plus three years.

VII. RESPONSE TO CALLS

A. The operator shall respond to RPD calls 24 hours a day, seven days a week, within the maximum response time as established by RPD Deputy Chief and as specified in Section 1, of this Agreement. The operator shall respond with a tow truck of the class required to tow the vehicle specified by the RPD. The operator shall advise RPD dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify the RPD Communications Center. The operator shall not assign initial calls to other tow operators.

1. A failure(s) to respond and/or repeated failure(s) to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of this Agreement.

a. The RPD Deputy Chief may take immediate disciplinary action for any flagrant violation of the requirement to respond within the maximum response time.

b. When the operator will be temporarily unavailable to provide services due to a preplanned/scheduled activity, e.g., vacation, maintenance or medical leave, it shall notify the RPD Deputy Chief at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

B. The operator, or its employee(s) responding to a RPD call, shall perform the towing or service required for which it was called. This requirement may be waived by the RPD Incident Commander if the requested equipment is inadequate for the service to be performed.

1. Any refusal to respond or to perform the required towing or service will subject the operator to suspension, if deemed appropriate by the RPD.

C. The operator shall not respond to a RPD call assigned to another operator unless requested to do so by the RPD.

1. There may be times when the operator assigned the initial RPD call may require the assistance of an additional operator at the scene. The operator assigned the initial call may, subject to prior agreement with the RPD Deputy Chief, and with the concurrence of the RPD Incident Commander, request a specific operator to assist him/her. The request shall be routed to the additional operator through the RPD.

2. There may be times when the operator, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a RPD officer requests its assistance in clearing the roadway. In such a case, the operator may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the operator's place in the rotation.

D. Only the tow operator's personnel and equipment requested shall respond to a RPD call. Additional personnel and equipment shall be at the approval of the RPD Incident Commander. This shall not preclude the operator from responding to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

VIII. STORAGE FACILITY

A. The operator shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area shall be provided. The operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles. Operator must display at the front of the business a sign which reads "To report any complaints, contact Redlands Police at 909-798-7681".

B. The operator shall obtain approval from the RPD prior to the removal of any property from a stored or impounded vehicle and shall provide a receipt, with a copy placed in the stored vehicle. The requirement to obtain approval from the RPD prior to the removal of property may be excused by the RPD Deputy Chief if it is determined that proper safeguards and procedures are utilized by the operator.

1. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.

2. Upon approval from the RPD, the operator shall release personal property from an impounded or stored vehicle at the request of the vehicle owner or his/her agent.

   a. There shall be no charge for the release of personal property during normal business hours. Operator may charge an after hours release fee for property released after normal business hours. The fees charged shall be consistent with the after hours vehicle release provisions.

   b. "Personal property" are items which are not affixed to the vehicle.

      i. Personal property includes: papers, transportable cellular telephones, pull-out radios, portable radios and/or portable stereo equipment, clothes, luggage and tools.

3. Cargo shall be released upon demand of the carrier or pursuant to a court order.

C. The primary storage facility shall normally be at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business (when the primary storage facility and the place of business are not at the same location) upon request of the owner or a person having a legal entitlement to the vehicle and/or property.

1. Prior to the utilization of new storage facilities that were not listed on the application for rotation tow listing, the operator shall obtain the Field Services Division Commander's approval and furnish the address.

D. Tow operator shall maintain sufficient storage spaces.

E. The operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The sign shall be visible at night.

F. For the purpose of this Agreement, "normal business hours" shall be 8:00 a.m. to 6:00 p.m., Monday through Friday, except for the following state recognized holidays:

1. New Year's Day, Martin Luther King Day, Lincoln Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

2. Business hours shall be posted in plain view to the public.

3. Operator's employees shall be properly trained to conduct business transactions related to towing, storage and release of vehicles/property.

G. The release of vehicles shall be conducted in accordance with RPD procedures.

IX. INSURANCE

A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the operator's business is located and is authorized to do business in California:

1. Commercial Business Automobile Liability (as required by Section 16500.5 of the California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than **$500,000** for Class A tow trucks. The combined limits for Classes B, C, and D shall not be less than **$1,000,000**. These minimum standards are to include non-owned and hired auto coverage.

2. Uninsured Motorist - Legal minimum, combined single limit.

3. On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck.

a.	Class A tow truck	$25,000
b.	Class B tow truck	$50,000
c.	Class C tow truck	$100,000
d.	Class D tow truck	$100,000

4. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000.

5. Garage Keepers Liability - Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

6. Workers' Compensation Insurance - Legal minimum requirement.

B. Proof of insurance shall be in the form of a certificate of insurance. Policy expiration or cancellation shall result in the immediate termination of this Agreement. The operator's insurance policy shall provide for the immediate

notification to the RPD in the event that the insurance policy has expired or is canceled. Additionally, the operator shall notify the RPD in advance of the expiration or cancellation of the operator's insurance policy.

C. Failure of the operator to maintain the minimum insurance requirements set forth in this Agreement shall immediately terminate this Agreement, remove the operator from the RPD rotation tow list and be subject to disciplinary action.

X. INSPECTIONS

A. The RPD shall conduct at least one annual inspection of all tow trucks at no charge to the operator. The RPD may conduct additional inspections without notice during normal business hours. The operator shall not dispatch a tow truck (to a RPD call) that has not been inspected and approved by the RPD. The RPD shall inspect a tow truck within thirty days of a request from the operator.

1. If the operator fails an inspection by RPD or the CHP is entitled to only one reinspection. Failure to pass the reinspection shall be cause for the disqualification of the tow truck from use on RPD rotation. The tow truck shall be disqualified until the next enrollment period.

XI. BUSINESS RECORDS

A. The operator shall maintain records, at its place of business, of tow services furnished.

1. Invoices shall at a minimum include a description of vehicle(s), nature of service, start time, end time, location of call and itemized costs of towing and storage. Release information shall include date and time of release and shall include a copy of the RPD release authorization.

2. Records for each call shall indicate the tow truck driver's name and truck used.

B. The operator shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, FCC licensing, and non-RPD tows.

C. The RPD may inspect all operator records without notice during normal business hours.

D. Operator shall permit the RPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction.

1. The RPD shall provide a receipt for any (original) records removed from the place of business.

E. Records shall be maintained and available for inspection for a period of two years plus the current term of this Agreement.

F. Failure of the operator to comply with the inspection requirements shall be cause for suspension, if deemed appropriate by the RPD.

XII. FINANCIAL INTEREST

A. No operator or applicant shall be directly involved in the towing related business of any other operator or applicant within the City of Redlands. "Directly involved" shall mean anything in common between operators or applicants with regards to any of the following: 1) business licenses; 2) insurance; 3) tow truck or equipment ownership; and 4) employees.

B. Storage facilities owned by the operator, and shared with another operator, shall only be approved if the owner/operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

1. Facilities shared by operators shall be physically separated and secured from each other. The RPD Deputy Chief may waive this requirement if deemed appropriate.

C. The sale or transfer of the controlling interest in operator shall immediately terminate this Agreement. The new owner(s) may apply for a rotation tow listing at any time during the remainder of the current Agreement term, regardless of the enrollment period.

D. A terminated or suspended operator and the tow business it owned at the time of its suspension or termination shall not be eligible for a rotation listing for the duration of the suspension or termination.

1. This provision applies to the operator working in any capacity within any tow business, or operating any tow business, and to the tow business, even if operated under new ownership.

E. Any violation of this section is cause for suspension, if deemed appropriate by the RPD.

XIII. ANNUAL MEETINGS

A. The RPD Deputy Chief may conduct, at a minimum, one annual meeting to discuss issues concerning the tow rotation. Attendance shall be mandatory at all meetings for the operator or its designee wishing to remain on rotation. The RPD shall give the operator 30 days written notice of any such meetings.

XIV. DEMEANOR AND CONDUCT

A. While involved in RPD rotation tow operations or related business, the operator and/or its employee(s) shall refrain from any act(s) of misconduct, to include, but not be limited to, any of the following:

1. Rude or discourteous behavior.

2. Lack of service, selective service or refusal to provide service which the operator is/should be capable of performing.

3. Any act of sexual harassment or sexual impropriety.

4. Unsafe driving practices.

5. Exhibiting any objective symptoms of alcohol and/or drug use.

6. Appearing at the scene of a RPD rotation tow call with the odor of an alcoholic beverage emitting from his/her breath.

    a. The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the RPD.

B. All RPD related tow service complaints received by the RPD against the operator or its employee(s) will be accepted and investigated in a fair and impartial manner. As a result of the investigation, the RPD may initiate disciplinary action as deemed appropriate. In any event, the operator will be notified of the results of any investigation.

C. Should the filing of criminal charges be a possibility, the RPD will conduct the investigation to conclusion or assist the lead investigating agency and, if warranted, request prosecution.

D. Any violation of this section is cause for suspension, if deemed appropriate by the RPD.

XV. COMPLIANCE WITH LAW

A. The operator and its employees shall, at all times, comply with federal, state, and local laws and ordinances, which include, but are not limited to, those laws which are applicable to the operator (refer to Attachment B for selected Vehicle Code and Civil Code Sections).

1. In the event of a minor traffic violation(s) by the tow truck driver(s) which is/are known by the RPD, the operator shall be advised of the violation(s) by the RPD. The operator will be granted the opportunity to take necessary steps to ensure that its driver(s) drive(s) in compliance with law. Any subsequent traffic violation(s) may be cause for disciplinary action against the operator and/or the involved employee(s).

2. Any flagrant traffic violation(s) may be cause for immediate disciplinary action against the operator and/or the involved employee(s).

B. The provisions contained in this Section 15, Compliance with Law, do not preclude the RPD from taking appropriate enforcement or administrative action for any violations of law.

C. Any conviction of the operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a RPD rotation tow call, or moral turpitude shall be cause for denial of application or termination of this Agreement.

D. Any conviction of an employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a RPD rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current RPD rotation tow truck drivers.

E. The operator, or its employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

XVI. COMPLIANCE WITH AGREEMENT

A. The operator agrees, as a condition of inclusion on the rotation tow list, to comply with the terms and conditions of this Agreement. Furthermore, the operator agrees that failure by the operator or its agents to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination from the RPD rotation tow list(s). Alleged violations of this Agreement will be investigated by the RPD. The operator will be notified of the RPD's findings within 30 days of the conclusion of the investigation.

XVII. DISCIPLINARY ACTION

A. The RPD Deputy Chief may take disciplinary action against the operator for violations of this Agreement. The RPD Deputy Chief shall retain discretion

regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement.

B. Records of violations shall be retained by the RPD for at least 36 months.

C. The following major violations shall be cause for immediate suspension:

1. A violation of the equipment requirements related to safety.
2. A violation of the GVWR and safe loading requirements of a tow truck This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50% of the tow truck's unladen weight on the front axle when lifting/carrying a load.
3. A violation of overcharging.
4. A violation of the Redlands Police Department or CHP Biennial Inspection of Terminals (BIT) Program requirements. Any unsatisfactory rating shall be cause for immediate suspension.
5. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in its custody.
6. Failure of the operator to comply with the inspection requirements of this Agreement.
7. Failure of the operator to provide the monthly report, or to pay program or release fees as required by this Agreement.
8. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement.

D. The suspension for the above violations shall remain in effect until the period of suspension imposed is completed, and any and all violation(s) have been corrected and it is confirmed by the RPD that the operator is in full compliance with this Agreement.

E. Failure of the operator or its employee to comply with this Section 14, Demeanor and Conduct, and/or Section 15, Compliance with Law, may be cause for suspension if deemed appropriate by the RPD Deputy Chief.

1. Minor traffic violations may be considered as minor violations of this Agreement.

2. A tow truck driver, not under the immediate observation of the operator, while on-duty and driving a tow truck, who is arrested and subsequently convicted for misdemeanor while driving under the influence of alcohol and/or drugs, will be subject to suspension from participating as a tow truck driver under the provisions of this Agreement. The length of suspension will be at the RPD Deputy Chief discretion.

F. There shall be no approval of equipment that is not in compliance with the equipment specifications contained in this Agreement at the time of reinstatement. Sections of this Agreement which are commonly referred to as "grandfather clauses" shall no longer apply to the operator who is suspended for one year or more.

G. Major Violations. Violations of the terms and conditions of this Agreement that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violations shall be cause for termination.

1. Termination shall be invoked if, in the RPD's judgment, continued participation in the Rotation Tow Program by the affected tow operator may result in a hazard to public safety and/or welfare, or the operator or its employee has been convicted of a crime listed in Sections 15C and 15D, respectively.

2. In lieu of termination, the RPD may impose additional suspensions for longer periods, if deemed appropriate.

H. Minor Violations. Except as specifically stated in this Agreement, minor violations of the terms and conditions of this Agreement may be cause for disciplinary action in the following manner.

1. 1st violation in 12 months - letter of written reprimand.

2. 2nd violation in 12 months - 30 day suspension.

3. 3rd violation in 12 months - 60 to 90 day suspension.

4. 4th violation in 12 months - termination of this Agreement.

a. In lieu of a termination, the RPD may impose additional suspensions for longer periods, if deemed appropriate.

I. Nothing herein shall be deemed to prohibit the RPD from immediately suspending any operator whose conduct, or that of its employee(s), in the discretion of the RPD Deputy Chief, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of an RPD Tow Service Agreement.

XVIII. DISCIPLINE PROCESS AND APPEALS

A. If the operator is in minor violation of this Agreement, operator shall be notified in writing of the violation by the RPD Deputy Chief. The notice of violation shall be mailed to the operator at the address supplied in the “Operator Approval” portion of this Agreement.

B. If the operator is in major violation of the Agreement or facing suspension/termination shall be notified in writing of the violation by the RPD Deputy Chief. The notice of violation shall be delivered to the operator at the address supplied in the "Operator Approval" portion of this Agreement. A confirmation notice of violation shall be mailed to the operator at the address supplied in the "Operator Approval" portion of this Agreement. Except where public safety may be in jeopardy, immediate suspension shall not be in effect until a notice of violation is delivered to the operator. Service is deemed complete when a notice of violation is delivered to the operator or employee of the operator.

C. In the event the RPD serves the operator with a written reprimand or suspension, the operator may request a hearing within seven calendar days by submitting a request in writing to the RPD Deputy Chief. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the RPD Deputy Chief or his/her designee and the operator shall be entitled to present all relevant facts and circumstances in support of his/her position. The operator shall be further entitled to present testimony of at least one representative of a tow truck association or other qualified person. The operator shall be notified in writing of the decision of the RPD Deputy Chief, within ten business days of the date of the hearing.

D. Following a hearing, if the operator is dissatisfied with the RPD Deputy Chief's decision, the operator may request an appeal by submitting a request in writing to the RPD Division commander within seven calendar days. If an appeal is requested, it shall be held as soon as practicable. The appeal shall be conducted by the Chief of Police or his/her designee. The operator shall be notified in writing of the decision of the Chief of Police within ten business days of the date of the appeal. The Chief of Police's decision shall be subject to no further administrative appeal.

E. A suspension shall not take effect until the hearing and appeal process has been exhausted, with the exception of operator whose conduct is deemed to be a danger to the public or whose conduct grossly violates the terms and conditions of this Agreement. If the operator fails to request a hearing or appeal within the specified time or fails to appear at a scheduled hearing or appeal, the action taken by the RPD Deputy Chief or Chief of Police shall be final and the suspension shall take effect upon written notification to the operator by the RPD Deputy Chief.

XIX. MIDTERM REVIEW OF THE TERMS AND CONDITIONS

A. The purpose of this section is to provide a process for a midterm review of the terms and conditions of this Agreement in the event that there is a legitimate and substantial change in conditions or law affecting the entire towing industry or the RPD. Examples of conditions may include, but not be limited to:

1. Substantial increase or decrease in business expenses.

2. Advances in technology in the industry related to safety issues.

3. Changes in law requiring the RPD or the operators to perform specific functions or operations in order to comply.

4. Changes in the terms and conditions of this Agreement brought about as a result of recommendations from the RPD Deputy Chief and approved by the Chief of Police or his/her designee.

5. Proposed changes to the terms and conditions agreed upon by the RPD Deputy Chief and the operators at the time that the Agreement was signed (e.g., response times).

B. A midterm review of the terms and conditions of this Agreement may only be granted by the Chief of Police.

1. A request for a midterm review of the terms and conditions of this Agreement shall be communicated to the RPD Deputy Chief in writing, from a representative(s) of the towing industry, not merely at the request of a single operator. The RPD Deputy Chief may also request a midterm review if he/she feels it is in the best interests of the public, the tow industry, and/or the Department. The RPD Deputy Chief will route all legitimate requests for midterm review with all pertinent information, through channels, to the Office of the Chief of Police.

2. Conditions indicating a need for midterm review must be substantial and must affect the entire towing industry or the RPD.

   a. For purposes of this Agreement, the midterm review process is not intended to provide relief for a single operator who wishes to increase their rates, or change any other term or condition of this Agreement, to compensate for financial problems brought about as a result of business decisions or conditions which affect a small percentage of the industry.

3. A request for review will not be processed if there are 60 days or less remaining in the term of this Agreement.

C. A midterm review, when granted by the Chief of Police or his/her designee, will not automatically authorize a change in the terms and conditions of this Agreement. If a midterm review is announced by the Chief of Police, or his/her designee, it is the responsibility of the RPD Deputy Chief to conduct a review of the conditions which initially caused the request to be communicated and to determine if the change is justified.

1. The RPD Deputy Chief, after completing the review of all pertinent issues, may authorize the operators to submit their proposed changes or he/she may

notify the operators of the changes to be implemented and direct them to comply with those changes. If, after evaluating all pertinent information, the RPD Deputy Chief authorizes or directs a change in the terms and conditions of the Agreement, or if he/she decides that a change is not justified, he/she shall notify the towing industry representative within 14 calendar days of the date of the Chief of Police's announcement authorizing the midterm review.

a. Operators shall resubmit their proposed changes in writing to the RPD Deputy Chief within seven calendar days of the date that the RPD Deputy Chief announces his/her decision. Failure to resubmit a written proposal within the specified time may result in the operator forfeiting its ability to propose more equitable conditions or rates, or may be cause for disciplinary action or termination of the Agreement.

    i. If the proposed change affects tow rates only, operators shall resubmit their proposed rates on a new application (CHP 34A). The new application shall contain only the information pertinent to the rate proposals. When received by the Police Department, the new application will be attached to the original application for the current term.

    ii. The RPD Deputy Chief shall determine the reasonableness of the rate, based upon the average of the proposed rates submitted. An additional page with the new rate(s) shall be signed and attached to the original.

2. In the event that the towing industry representative(s) is/are dissatisfied with the RPD Deputy Chief's decision, the towing industry, through its representative(s), may request an appeal by submitting a request in writing to the Chief of Police within seven calendar days. If an appeal is requested, it shall be conducted by the Chief of Police, or his/her designee, as soon as practicable. The number of representatives at the appeal shall be limited to a maximum of two. A designated representative shall be notified in writing of the decision of the Chief of Police within seven calendar days of the date of the hearing.

3. In the event that the RPD Deputy Chief's decision is to direct the operators to resubmit rates which are more reasonable than the current rates, the new rate application process shall not be initiated until the hearing and appeal process is exhausted. If the towing industry, or its representative(s), fail(s) to request a hearing or appeal within the specified time, or fail(s) to appear at a scheduled hearing or appeal, the decision of the RPD Deputy Chief shall be final, and the new rate application process shall begin.

4. In the event that the RPD Deputy Chief's decision is to direct the operators to comply with a change to any other term or condition of this Agreement, e.g., change in response times, the new terms and conditions shall not be initiated until the hearing and appeal process is exhausted. If the towing industry, or its representative(s), fail(s) to request a hearing or appeal within the specified time, or fail(s) to appear at a scheduled hearing or appeal, the decision of the RPD Deputy Chief's shall be final, and the new rate application process shall begin.

XX. ADVERTISING

A. The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the RPD or the Department of Motor Vehicles.

1. Examples include, "Official RPD Tow," "Approved by RPD," "RPD Rotation Tow," and "Police Tow".

2. This will not preclude the RPD Deputy Chief from implementing a system to mark and identify a particular tow truck as having passed the RPD inspection.

B. Any violation of this section is cause for suspension. At a minimum, the suspension shall be for the duration of the advertisement.

XXI. STORAGE

The operator shall maintain available space of adequate area to store and protect disabled vehicles. Such storage space will meet the following standards.

1. Storage lots shall be a minimum area of **60,000** square feet and shall accommodate a minimum of **200** vehicles. Such lots shall be properly fenced in accordance with the zoning and building requirements of the City and be screened from all public rights-of-way, and be at least six feet in height. Lots must be equipped as to provide adequate lighting during the hours of darkness, and further will be provided with facilities for locking or otherwise securing the same. Lots should be so located as to be under constant surveillance of the operator and located in an area subject to police patrol.

2. Vehicles requiring special handling for investigation, i.e., fingerprinting, photographing, searching, etc., must be under roof, in a building capable of being secured. Such vehicles will not be moved or touched after storage therein without the consent of the Redlands Police Department Investigating Officer.

3. When it is necessary to remove vehicles other than those in subsection 2 of this section to other storage facilities to make space available for current impounds, the

Police Department shall be notified in writing within 24 hours of the new location of such vehicles. The new location will meet the requirements established in this chapter.

XXII. RECORD OF IMPOUNDMENT AND STORAGE

The operator shall keep records of all vehicles ordered impounded and stored by the Redlands Police Department, at its place of business. Such records shall be available to members of the Redlands Police Department and to any other person specifically authorized in writing by the Redlands City Manager.

A. Records shall include, but not be limited to:

1. CHP Form 180 Report of Impounded Vehicles;
2. CHP Form 126 Report of Notification of Impound;
3. City Police Department vehicle release order;
4. Copies of registered letters to vehicle owners;
5. Inventory lists of personal property in impounded and stored vehicles;
6. Charge sheets listing tow charges and storage fees against each individual vehicle, and when possible will contain the owner's release (signature).

B. The Records listed in subsection A of this section will be maintained in jacket files by date of impound or storage and readily available for the police officer in charge of the investigation, or responsible members of the California Highway Patrol or by any person specifically authorized in writing by the City Manager.

XXIII. WRITTEN PERMISSION REQUIRED TO DO SERVICE OR WORK

The operator shall not perform any service or work upon any police impound in his possession without first obtaining written permission from the vehicle owner or his agent. No work or contract will be entered into between the tow service and operator and the vehicle owner or his agent until the vehicle has been released in writing by the Redlands Police Department.

XXIV. WEEKLY REPORT OF VEHICLES IN STORAGE

The operator shall render a report each week to the Redlands Police Department listing the vehicles remaining in storage. Report shall specify the period of time of storage of the vehicle not being claimed by the owner.

XXV. PROGRAM FEES

A. The operator shall pay the following fees to the City in connection with the operator's participation in the rotational tow program:

1. For all Impounded and Stored Vehicles $75 program fee

B. The tow operator in not responsible for paying a program fee to the Police Department for vehicles towed for evidence purposes, vehicles stored under CVC 22651 (c), Recovered Stolen Vehicle or CVC 22651 (g), Incapacitated Driver.

C. The operator shall render a report each month to the Redlands Police Department listing the vehicles towed. The report shall be on a form specified by the Redlands Police Department and will accompany the required program fees for that month. The report shall cover the previous calendar month and shall be provided within 15 working days.

XXVI. CANCELLATION

This Agreement may be canceled by either party, by giving ten (10) days prior written notice to the other party.

XXVII. ATTORNEY'S FEES

In the event any action is commenced to enforce or interpret the terms, conditions or provision 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.

I. OPERATOR APPROVAL

I certify that I have read and understand this Tow Service Agreement and agree to abide by all provisions. I further warrant and represent that I have the authority to bind operator to the obligations under this Agreement.

I agree to indemnify, defend and save harmless the City of Redlands and its elected officials, officers, agents and employees from any and all claims and losses accruing or resulting from operator's or operator's officers, employees and agent's acts or omissions in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting from operator's or operator's officers, employees and agent's acts or omissions to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this Agreement. The operator, and the operator's officers, employees and agents, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City.

OPERATOR APPROVAL

Signature	Typed Name	
Company	Title	Date
Business Address	Phone Number	

APPROVED:

_____
Christopher R. Catren
Chief of Police

_____
Paul T. Barich
Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 'A'

DEFINITIONS

APPEAL

The final level of review for written reprimands, suspensions, terminations, or review of the RPD Deputy Chief's decision regarding the midterm review process. An informal review conducted by the RPD Deputy Chief or his/her designee, at which the operator may present evidence or witnesses to show that an action taken by the RPD Deputy Chief was improper, or to mitigate the action taken.

BASE SERVICES

Any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer.

CHIEF OF POLICE

The Chief of Police of the Redlands Police Department.

CHP

The Department of the California Highway Patrol.

ENROLLMENT PERIOD

The period of time when a tow company may submit an application for inclusion on the rotation tow list. The enrollment period will be open for at least 30 days and the dates will be determined by the RPD Deputy Chief.

DURATION OF THE TOW SERVICE AGREEMENT (TSA)

The duration of this TSA shall be set by the RPD Deputy Chief for no less than one year and no longer than three years.

INCIDENT COMMANDER

The uniformed RPD member present at the incident who has scene management responsibilities.

LOAD SALVAGE OPERATIONS

Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, and C tow trucks.

MAJOR VIOLATIONS

Violations of the Tow Service Agreement which are serious enough to require suspension or termination as the first level of disciplinary action.

MINOR VIOLATIONS

Violations of the Tow Service Agreement which are not flagrant and will generally result in a notice of proposed suspension as the first level of discipline. Subsequent minor violations may result in suspension.

NOTICE

All notices relating to this Agreement shall be in writing and delivered to the other party in person, via FAX, or by US mail.

OFFICE OF THE CHIEF OF POLICE

Chief of Police or RPD Deputy Chief.

OPERATOR

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive RPD referred calls. The term "operator" refers to the company, its owner(s), and its manager(s) who have authority to enter into an Agreement with the RPD for towing services and to conduct business in accordance with the terms of this Agreement, and its employees.

PARTY OF INTEREST

Refers to the registered owner of the vehicle, or his/her agent. An agent is a party who may lawfully act on behalf of the registered or legal owner of the vehicle.

Deputy Chief (RPD Deputy Chief)

The Deputy Chief in charge of the Redlands Police Department Field Services Division.

PORTAL TO PORTAL

Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that are not part of normal operating procedures. (Examples: 1) 4 X 4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment, 2) burned car on car carrier: reasonable to charge for cleaning burn debris from carrier bed, 3) car towed from side of road on misty night

and leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.) For the purpose of this Agreement, "Portal to Portal" shall also mean "Portal to End of Service."

POSSESSION

Pursuant to Section 3068 of the Civil Code, possession is deemed to arise when the vehicle is removed and is in transit.

PUBLIC SAFETY RESPONSE

A response which results in a storage of a vehicle at the direction of an officer. This does not include a storage at the request of the vehicle operator, registered owner, or agent.

REPRESENTATIVE

A person or group of persons appointed by the operators within the City of Redlands, designated to represent their interests to the RPD Deputy Chief.

RESPONSE TIME

The period of time from the operator's notification by a RPD Communications Center of a call to the arrival of the tow truck at the location requested.

RPD

Redlands Police Department

RETAIL RATE

The usual customary retail rate charged by the operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.

SUSPENSION

Removal of the operator from the RPD rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION

Permanent removal of a tow operator from the RPD rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Department's Rotation Tow Program.

TOW TRUCK

A tow truck as defined in Section 615 of the California Vehicle Code. Also includes slide back carriers and wheel lift vehicles.

TOW SERVICE AGREEMENT

A document which sets forth the terms and conditions of an Agreement between the operator and the RPD Deputy Chief representing the RPD.

VEHICLE RECOVERY OPERATION

An operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B or C tow truck(s).

WAIVER OF REQUIREMENTS

Special circumstance provides temporary relief from selected terms and conditions of the Tow Service Agreement.

WRITTEN REPRIMAND

A written notice to the operator which specifies any violation(s) of the Tow Service Agreement, orders corrective action, and warns of further action(s) to be taken if corrective action is not taken.

ATTACHMENT 'B'

Applicable California Vehicle Code and Civil Code Laws

Note: The laws which govern a tow operator's business and vehicle operations are included in, but not limited to, this Attachment. The list of laws included herein is intended as a general guide only. It is the tow operator's responsibility to know and comply with all federal and state statutes and all local ordinances relating to his/her business operations; including those which are and are not listed in this document, any new statutes or ordinances subsequently adopted, as well as, amendments, repeals, or modifications of existing statues and ordinances including but not limited to those described in this attachment.

GENERAL

The operator shall be able to properly conduct a lien sale as outlined in Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code (CVC).

The operator and/or his/her agents, who drive tow trucks, shall be properly licensed in accordance with Section 12804.9 of the California Vehicle Code.

Commercial driver licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. The following table shows the correct license class and endorsement for the vehicle or cargo being transported:

Vehicle Type or Cargo	Class License	Endorsement Code
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B, or C	H
Tank vehicle with hazardous materials	A, B, or C	X

Tow truck drivers shall have the proper class of license and endorsement(s) for the vehicle and cargo being transported, as shown above.

1. Whenever tank vehicles, double trailers, and/or hazardous materials carriers are towed or driven, the driver is required to possess the appropriate class of license and endorsement.

2. Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

A. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

3. Commercial vehicle operators or operators of vehicles requiring a special certificate must possess both the appropriate license and certificate, and be in possession of a valid medical card.

A. The operator shall comply with the provisions contained in Division 4, Chapter 2 (Reports of Stored Vehicles) of the California Vehicle Code.

B.. The operator shall comply with the provisions of Section 10854 of the California Vehicle Code.

C. The operator shall comply with the provisions of Section 12110 of the California Vehicle Code.

D. The operator shall comply with the provisions of Division 11, Chapter 9, relating to stopping, standing, or parking, and Chapter 10, relating to the removal and disposition of vehicles.

E. Tow trucks shall comply with appropriate lighting and equipment requirements for motor vehicles as contained in the California Vehicle Code.

F. Tow trucks towing disabled legal vehicles or legal combination of vehicles shall comply with the vehicle size and weight limitations contained in Division 15 of the California Vehicle Code.

1. Tow operators may obtain transportation permits, which allow specific variances on these vehicle length and weight limitations, through the California Department of Transportation or local authorities with respect to highways under their respective jurisdictions.

a. The California Department of Transportation issues permits to requesting operators on an annual basis. The permit allows the movement of disabled legal vehicles under the following conditions:

i. Disabled legal vehicles or legal combination of vehicles may be towed on state highways to the nearest appropriate place of repair, or nearest secure storage area that is appropriate for the vehicle or load, whichever is closest and most accessible. It is not the intent of this permit to allow these combinations to be towed to their ultimate destination for convenience, unless that destination meets the foregoing criteria.

ii. Disabled legal vehicles or combination of vehicles, when connected to a tow truck, may exceed legal gross weight limitations. When one end of a truck or truck tractor of legal weight is elevated by a tow truck, the drive axles, the tow truck and/or the drive axle(s) of the disabled vehicle may exceed legal axle or axle group weight limitations. If any axle or axle group exceeds legal weight, movement will be limited to specific routes.

b. Disabled vehicles or combination of vehicles whose movement is authorized by a transportation permit, or any disabled vehicle or any combination of vehicles which, because of damage, has incurred distortion in width or height, causing the vehicle to be in excess of legal dimensions, may be moved at the direction of a peace officer or single trip permit issued by the California Department of Transportation.

c. The driver of a tow truck, operating under a transportation permit, shall comply with all the terms and conditions of the permit.

G. The operator shall comply with the provisions of Sections 3068 through 3074 of the California Civil Code.

H. The operator shall comply with Sections 182, 470, and 532 of the California Penal Code, relating to fraud, and conspiracy to commit fraud.

I. The operator shall comply with the provisions of Sections 17200 and 17500 of the California Business and Professions Code, relating to fraudulent or unfair business practices, or false or misleading statements.

4. Specific California Vehicle Code Requirements Relating to Tow Trucks

A. Summarized California Vehicle Code Provisions

1. Unlawful Advertising (25). "It is unlawful for any person to display any sign, mark, or advertisement indicating an official connection with either the Department of Motor Vehicles or the Department of California Highway Patrol unless such person has lawful authority, permission, or right to make such display."

2. Tow Truck (615). "(a) A 'Tow Truck' is a motor vehicle which has been altered or designed and equipped for and primarily used in the business of towing vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise exclusively used to render assistance to other vehicles. A “roll-back carrier" designed to carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle is a tow truck. 'Tow truck' does not include an automobile dismantlers vehicle."

NOTE: A vehicle which is not exclusively used in the business of towing vehicles nor used to render assistance to other vehicles is not a "tow truck" as defined above and need not comply with the requirements of the California Vehicle Code Sections cited in this attachment. Such a vehicle shall not be equipped with the flashing amber warning lights permitted on "tow trucks," and is not entitled to special parking privileges under Section 22513.

3. Portable Dolly (4014). "Any portable or collapsible dolly carried in a tow truck or in a truck used by an automobile dismantler and used upon a highway exclusively for towing disabled vehicles is exempt from registration."

4. License Plates (5201). "(a) The rear license plate on a tow truck may be mounted on the left-hand side of the mast assembly at the rear of the cab of the vehicle, not less than 12 inches nor more than 90 inches from the ground."

5. Tow Service Unlawful Acts (12110). "(a) Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift, or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services."

6. Stopping or Parking (22513). Section 22513 prohibits a tow truck operator or owner from stopping at the scene of an accident or near a disabled vehicle for the purpose of soliciting an engagement for services, or furnishing any towing services unless summoned to that accident scene or disabled vehicle, or flagged down by the owner or operator of the disabled vehicle or by a peace officer. The tow truck driver or owner is also prohibited from removing any vehicle from a highway or public property, without the express written authorization of the vehicle's owner or operator, or a law enforcement officer or agency, when the vehicle has been left unattended or when there is an injury as a result of an accident.

7. Stopping on Freeway (22520). "No person shall stop, park, or leave standing any vehicle upon a freeway which has full control of access and no crossings at grade except:

a. When necessary to avoid injury or damage to persons or property.

b. When required by law or in obedience to a peace officer or official traffic control device.

c. Any person actually engaged in maintenance or construction on freeway property or any employee of a public agency actually engaged in the performance of official duties.

d. Any vehicle which is so disabled that it is impossible to avoid temporarily stopping and any vehicle which has been summoned to render assistance to a vehicle or person, including a vehicle owned by the donor of free emergency assistance, which has been summoned by display upon or within a disabled vehicle of a placard or sign given to the driver of the disabled vehicle by the donor for the specific purpose of summoning assistance, other than towing service, from the donor.

e. In locations where stopping, standing or parking is specifically permitted; provided, however, that buses may not stop on freeways unless sidewalks are provided with shoulders of sufficient width to permit stopping without interfering with the normal movement of traffic and without the possibility of crossing over fast lanes to reach the bus stop.

f. Any person reporting a traffic accident or other situation or incident to a peace officer or any person specified in subdivision (c), either directly or by means of an emergency telephone or similar device.

g. The owner or operator of a tow truck operating under an agreement with the Department of the California Highway Patrol for the purpose of rapid removal of impediments to traffic."

8. Towing or Storage Charges: Payment (22651.1). "Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars ($500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.

Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates."

9. Release of the Vehicle (22850.3).

"(a) A vehicle placed in storage pursuant to Section 22850 shall be released to the owner or person in control of the vehicle only if the owner

or person furnishes, to the law enforcement agency or employee who placed the vehicle in storage, satisfactory proof of current registration. The agency which caused the vehicle to be stored may, in its discretion, issue a notice to appear for the registration violation, if the two days immediately following the day of impoundment are weekend days or holidays.

(b) At every storage facility there shall be posted in a conspicuous place a notice to the effect that a vehicle placed in storage pursuant to Section 22850 may be released only on proof of current registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the local agency which caused the vehicle to be stored, specifying the name and telephone number of that local agency."

10. Stoplamps, Taillamps, Reflectors (24600, 24603, 24607). In addition to required lighting equipment, tow trucks may be equipped with additional stoplamps, taillamps, and rear reflectors which may be mounted not lower than 15 inches nor higher than the maximum allowable vehicle height and as far forward as the rearmost portion of the driver's seat in the rearmost position. Such additional taillamps shall be lighted whenever the headlamps are lighted.

11. Tow Trucks and Towed Vehicles (24605).

"(a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a taillamp, a stoplamp, turn signal lamps, and a portable electric extension cord for use in displaying the lamps on the rear of the towed vehicle.

(b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stoplamp and turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall by means of an extension cord display to the rear a stoplamp and turn signal lamps mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a taillamp on the towed vehicle cannot be lighted, the tow truck or the automobile dismantler's tow vehicle operator shall by means of an extension cord display to the rear a taillamp mounted on the towed vehicle. No other lighting equipment need be displayed on the towed vehicle.

c. Whenever any motor vehicle is towing another motor vehicle, stoplamps and turn signal lamps are not required on the towed motor vehicle, but only if a stoplamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed

vehicle. This subdivision shall not apply to driveway-towaway operations."

12. Utility Flood Lights (25110). Tow trucks that are used to tow disabled vehicles may be equipped with utility flood or loading lamps mounted on the rear, and sides, which project a white light illuminating an area to the side or rear of the vehicle for a distance not to exceed 75 feet at the level of the roadway. Tow trucks may display such utility flood lights only during the period of preparation for towing at the location from which a disabled vehicle is to be towed. The flood lamps shall not be lighted during darkness, except while the vehicle is parked, nor project any glaring light into the eyes of an approaching driver.

13. Warning Lamps on Tow Trucks (25253). Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps. Tractor-trailer combinations are exempt from this requirement. Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when such tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

Note: Vehicles used by automobile dismantlers to tow disabled vehicles may be equipped with flashing amber warning lights. Vehicles used by service stations or garages to occasionally render assistance to disabled vehicles are not tow trucks and are not permitted to be equipped with flashing amber warning lamps.

14. Use of Flashing Amber Warning Light (25268). "No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists."

15. Warning Devices on Disabled or Parked Vehicles (25300).

"(a) Every vehicle which, if operated during darkness, would be subject to the provisions of Section 25100, and every truck tractor irrespective of width, shall be equipped with at least three red emergency reflectors. The reflectors need be carried by only one vehicle in a combination. All reflectors shall be maintained in good working condition.

(b) When any such vehicle is disabled on the roadway during darkness, reflectors of the type specified in subdivision (a) shall be immediately placed as follows:

1. One at the traffic side of the disabled vehicle, not more than 10 feet to the front or rear thereof.

2. One at a distance of approximately 100 feet to the rear of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

3. One at a distance of approximately 100 feet to the front of the disabled vehicle in the center of the traffic lane occupied by such vehicle.

4. If disablement of any such vehicle occurs within 500 feet of a curve, crest of a hill or other obstruction to view, the driver shall so place the reflector in that direction as to afford ample warning to other users of the highway, but in no case less than 100 nor more than 500 feet from the disabled vehicles.

5. If disablement of the vehicle occurs upon any roadway of a divided or one-way highway, the driver shall place one reflector at a distance of approximately 200 feet and one such reflector at a distance of approximately 100 feet to the rear of the vehicle in the center of the lane occupied by the stopped vehicle, and one such reflector at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle.

c. When any such vehicle is disabled or parked off the roadway but within 10 feet thereof during darkness, warning reflectors of the type specified in subdivision (a) shall be immediately placed by the driver as follows: One at a distance of approximately 200 feet and one at a distance of approximately 100 feet to the rear of the vehicle, and one at the traffic side of the vehicle not more than 10 feet to the rear of the vehicle. The reflectors shall, if possible, be placed between the edge of the roadway and the vehicle, but in no event less than 2 feet to the left of the widest portion of the vehicle or load thereon.

d. Until the reflectors required by this Section can be placed properly, the requirements of this Section may be complied with temporarily by either placing lighted red fusees in the required locations or by use of turn signal lamps, but only if front turn signal lamps at each side are being flashed simultaneously.

e. The reflectors shall be displayed continuously during darkness while the vehicle remains disabled upon the roadway or parked or disabled within 10 feet thereof.

f. Subdivisions (b), (c), (d), and (e) do not apply to a vehicle under either of the following circumstances:

(1) Parked in a legal position within the corporate limits of any city.

(2) Parked in a legal position upon a roadway bounded by adjacent curbs.

(g) In addition to the reflectors specified in subdivision (a), an emergency warning sign or banner may be attached to a vehicle which is disabled upon the roadway or which is parked or disabled within 10 feet of a roadway."

16. Use of Fuses (25305).

"(a) No person shall place, deposit, or display upon or adjacent to any highway any lighted fuses, except as a warning to approaching vehicular traffic or railroad trains, or both, of an existing hazard upon or adjacent to the highway or highway-railroad crossing.

b. It is unlawful to use any fuse which produces other than a red light."

17. Brakes (26453, 26454, 26458). Disabled motor vehicles equipped with power brakes are exempt from the provisions of Vehicle Code Section 26458 which require a single control on the towing vehicle to operate the brakes on the towed vehicle. Such combinations must meet the stopping distance requirement of 50 feet from an initial speed of 20 miles per hour. The service brakes on the tow truck shall be adequate to control the movement of and stop and hold the combination of vehicles under all conditions and on any grade on which they are operated. Brakes are required to be maintained in good working order at all times.

18. Broom, Shovel and Extinguisher (27700).

"(a) Tow trucks shall be equipped with and carry all of the following:

a. One or more brooms, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

b. One or more shovels, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt

upon that portion of the roadway where the oil or grease has been deposited by the disabled vehicle.

c. One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make such approval.

d. A person licensed as a repossession agency pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code is exempt from this section."

19. Signs, Tow Trucks (27907). "There shall be displayed in a conspicuous place on both the right and left side of a tow truck or an automobile dismantler's tow vehicle used to tow vehicles a sign showing the name of the company or the owner or operator of the tow truck or the automobile dismantler's tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters of the sign shall be not less than 2 inches in height and the lettering shall be in contrast to the color of the background upon which they are placed."

NOTE: California Vehicle Code Section 25 prohibits the display of any sign, mark, or advertisement indicating an official connection between any tow service and the California Highway Patrol.

20. Safety Chains (29004).

a. "Every towed vehicle shall be coupled to the towing vehicle or tow truck by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue or other connection.

b. All safety connections and attachments shall be of sufficient strength to control the towed vehicle in event of failure of the regular hitch, coupling device, drawbar, tongue or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

(c) No more slack shall be left in a safety chain, cable or equivalent device than is necessary to permit proper turning. When a drawbar, as defined in Section 300, is used as the towing connection, the safety chain, cable or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar falls."

ATTACHMENT "C"

I. GENERAL EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS

A. Tow Truck and Car Carrier Classifications

Tow truck and car carrier classifications are based on the truck chassis GVWR, and the classification system used by the American Trucking Association (ATA) and truck manufacturers.

ATA and Manufacturers Classifications	RPD Rotation Classifications
a. Class 3 - 10,000 - 14,000 pounds GVWR	(Class A Tow Trucks)
b. Class 4 - 14,001 - 16,000 pounds GVWR	(Class A Tow Trucks)
c. Class 5 - 16,001 - 19,500 pounds GVWR	(Class A Tow Trucks)
d. Class 6 - 19,501 - 26,000 pounds GVWR	(Class B Tow Trucks)
e. Class 7 - 26,001 - 33,000 pounds GVWR	(Class B Tow Trucks)
f. Class 8 - 33,001 or more GVWR	(Class C & D Tow Trucks)

B. Equipment Limitations

1. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.

C. Towing Limitations

1. The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).

2. The truck must meet all applicable state and/or federal standards.

3. The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.

4. Any violation of this element is cause for suspension.

D. Identification Labels

1. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.

E. Recovery Equipment Rating

1. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).

a. The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).

b. Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.

c. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

F. Safety Chains

1. Safety chains shall be rated at no less than the rating specified by the OEM.

a. Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or underlift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

b. Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.

c. All safety connections and attachments shall have a positive means, of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.

G. Control/Safety Labels

1. All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

H. Signs

1. All tow trucks shall display signs on both sides containing the operator's company name, business address, and telephone number. The signs shall be

permanently affixed and in compliance with the requirements of CVC section 27907.

I. Wire Rope (Cable)

1. Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use by the RPD. Consistent with the California Code of Regulations, Title 13, Section 1305(b), wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, chinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

II. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

A. The Operator shall maintain five (5) tow trucks during the term of the Agreement. Three trucks shall be Class A, one truck shall be Class B and one truck shall be a Class C. A truck of a higher class may be counted as a lower class truck on a one-to-one basis. All tow trucks shall be based and maintained in the City of Redlands.

B. Class A Tow Trucks

1. Minimum Equipment Specifications

a. 10,000 pound GVWR chassis.
b. 4-ton recovery equipment rating.
c. Hydraulic or mechanical winch(es).
d. 100 ft. 3/8" 6 x 19 cable or original equipment manufacturer's (OEM) specifications.
e. Tow chains, 5/16" alloy or OEM specifications, J/T hook assembly.
f. Safety chains, 5/16" alloy or OEM specifications.
g. Tow sling rating 3,000 pounds, when equipped.
h. Wheel lift safety straps or equivalent mechanical device.
i. All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.
j. Tow dolly.
k. One 3-ton snatch block.
l. Wheel lift rating - retracted.....3,000 pounds.
85" extension*.....3,000 pounds.

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar.

C. Class A Car Carrier - One Car

1. Minimum Equipment Specifications

a. 10,000 pound GVWR chassis.
b. Hydraulic or mechanical winch.
c. 50 ft. 3/8" 6 x 19 cable or OEM specifications.
d. J/T hook loading bridle/chains.
e. Safety chains, 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported.
f. All required tie-down straps and safety chains shall be used as required during towing operations.

D. Class A Car Carrier - Two Cars

1. Minimum Equipment Specifications

a. 16,001 pound GVWR chassis.
b. Hydraulic or mechanical winch.
c. 50 ft. 3/8" 6 x 19 cable or OEM specifications.
d. J/T hook loading bridle/chains.
e. Safety chains 5/16" alloy or OEM specifications; four safety chains for the vehicle being transported and two safety chains for the vehicle being towed.

i. All required tie-down straps and safety chains shall be used during towing operations.

E. Class B Tow Truck

1. Minimum Equipment Specifications

a. 19,501 pound GVWR chassis.
b. Air brakes or hydraulic w/air hookup package.
c. 14-ton recovery equipment rating.
d. Hydraulic or mechanical winch(es).
e. 150 ft. 7/16" 6 x 19 cable or OEM specifications.
f. Tow chains, 1/2" alloy or OEM specifications.
g. Safety chains, 1/2" alloy or OEM specifications.
h. Tow sling rating 7,000 pounds.
i. Two 8-ton snatch blocks.
j. Wheel lift safety straps or equivalent mechanical device.

i. All required wheel safety straps, or equivalent wheel retention device, tie-down straps, and safety chains shall be used during towing operations.

k. Wheel lift or under lift rating retracted.....10,000 pounds.
85" extension*.....8,000 pounds.

* Measured from the center line of the rear axle of the towing vehicle to 10 inches behind the back face of the lifting bar or from the center line of the rear axle to the center of the lift forks.

F. Class B Car Carrier

1. Minimum Equipment Specifications

a. 19,501 pound GVWR chassis.
b. Hydraulic or mechanical winch.
c. 50 ft. 3/8" 6 x 19 cable or OEM specifications.
d. J/T hook loading bridle/chains.
e. Safety chains, 5/16" alloy or OEM specifications; four safety chains for each vehicle being transported and two safety chains for the vehicle being towed.

1. All required tie-down straps and safety chains shall be used during towing operations.

G. Class C Tow Truck

1. Minimum Equipment Specifications

a. 33,000 pound GVWR chassis.
b. Air brakes w/air hookup package and single control compressor.
c. 25-ton recovery equipment rating.
d. Hydraulic or mechanical winch(es).
e. 200 ft. 5/8" 6 x 19 cable or OEM specifications.
f. Tow chains, 5/8" alloy or OEM specifications.
g. Safety chains, 5/8" alloy or OEM specifications.
h. Tow sling rating 12,000 pounds.
i. Two 12-ton snatch blocks.
j. Under lift rating - retracted.....25,000 pounds.
100" extension*.....12,000 pounds.

* Measured from the center line of the rear axle to the center of the lift forks.

H. Class D Tow Truck

1. Minimum Equipment Specifications

a. 50,000 pound GVWR chassis.

b. Air brakes w/air hookup package.
c. 300-ton recovery equipment rating.
d. Hydraulic or mechanical winch(es).
e. 250 ft. 3/4" 6 x 19 cable or OEM specifications.
f. Tow chains, 5/8" alloy or OEM specifications.
g. Safety chains, 5/8" alloy or OEM specifications.
h. Tow sling rating 20,000 pounds.
i. Two 12-ton snatch blocks.
j. Under lift rating - retracted.....32,000 pounds.
100" extension*.....16,000 pounds.

* Measured from the center line of the rear axle to the center of the lift forks.

III. AUXILIARY EQUIPMENT

A. Required Equipment All Classes

1. Extension - Brake and tail lamps.
2. Fire extinguisher (Approved 4-B, C rating or better).
3. Flashlight.
4. Broom.
5. Shovel.
6. Wrecking bar (large pry bar).
7. Reflective triangles.
8. Equivalent of six 30-minute flares.
9. Covered trash can(s) with absorbent.
10. Shop rags and/or paper towels.
11. Shop to truck communications (C/B and cellular phones excluded).

B. Service and Other Equipment - (For service calls, each tow truck shall be equipped with the following service equipment):

1. Adequate emergency supply of fuel in an approved container.
2. Booster battery or hot box starting system.
3. Hydraulic jack capable of handling passenger cars and light trucks.
4. Metric and standard lug wrenches.
5. Rubber mallet/hub cap tool.
6. Lockout tools.
7. Motorcycle straps (Class A only).
8. Sledge hammer.
9. Tool kit may include:

a. Assorted open end wrenches; standard, 1/4" - 7/8" and Metric, 6-19 mm.
b. Assorted screwdrivers; Straight blade and Phillips.

c. Crescent wrench.
d. Ball peen hammer.
e. Pliers.
f. Battery and terminal cleaning tools.
g. Mechanic's wire.
h. Plastic electrical tape/duct tape.
i. Tire valve core tool.
j. Miscellaneous fuses.
k. Small pry bar.
l. Socket Sets; 1/4" - 1" and 6-19 mm.
m. Ratchet and extensions.

C. Class A

1. Required Equipment

a. One 3-ton rated snatch block.
b. Towing sling - J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
c. Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
d. Car carrier - J/T hook loading bridle, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, and two pairs of safety chains.

D. Class B

1. Required Equipment

a. Towing sling - J/T hook tow chain assembly, a 4"x4"x48" and a 4"x4"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, a towing dolly, and safety chains.
b. Wheel lift - Wheel safety straps or equivalent mechanical device, steering wheel clamp, towing dolly, and safety chains.
c. Truck hitch - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
d. Under lift - Assortment of lift forks/adapters, safety tie-down chains, and safety chains.
e. Two 8-ton rated snatch blocks.
f. Axle covers/caps.
g. Air hoses and necessary fittings to provide air to the towed vehicle.

E. Classes C and D

1. Required Equipment

    a. Towing sling - Tow chain assembly, a 4"x4"x60" and a 6"x6"x60" wooden crossbeam, a pair of spacer blocks, a steering wheel clamp, and safety chains.
    b. Truck hitch - Tow chain assembly, 4"x4"x60" and 6"x6"x60" wooden crossbeams (as necessary), aluminum tow angle(s), and safety chains.
    c. Under reach - Assortment of lift forks/adapters, safety tie-down chain(s), and safety chains.
    d. Steering wheel clamp.
    e. Two 12-ton rated snatch blocks.
    f. Axle covers/caps.
    g. Air hoses and necessary fittings to provide air to the towed vehicle.

ATTACHMENT "D"

Applicant's Instruction for Completing the CHP 234A and RPD 234B

I. GENERAL INFORMATION

A. The following instructions are being provided to assist you in the accurate completion of the necessary forms. Please be sure to sign and date the application form as indicated. You should thoroughly read and understand the Tow Service Agreement prior to submitting your application. After completing the application form (CHP 234A), return the entire package, along with the certificate of insurance as specified in Element 9 of the Tow Service Agreement, to the RPD for approval. Incomplete applications will not be accepted. If your company receives preliminary approval, an inspection of your facilities and equipment will be scheduled.

II. SPECIFIC INSTRUCTIONS FOR FORMS PREPARATION

A. Application for Rotation Tow Listing (CHP 234A)

1. Completely fill out and sign the CHP 234A. Incomplete applications will not be accepted. All information on the CHP 234A must be complete. Any misrepresentation on the application will be grounds for criminal and/or disciplinary action.

B. Rotation Tow List - Tow Truck Inspection Guide (RPD 234B)

1. Upon preliminary approval, the RPD will provide you with a CHP 234B, Tow Truck Inspection Guide for each tow truck.

2. You should complete the top section of the CHP 234B (Tow Truck Inspection Guide) with company and vehicle information prior to the scheduled inspection date.

3. The following instructions will assist you in preparing this section of the form:

a. Company name as it shows on application.
b. Year vehicle manufactured.
c. Make of vehicle.
d. Model of vehicle.
e. License number.
f. Vehicle identification number.
g. Gross vehicle weight rating as rated by the manufacturer.
h. Check the appropriate equipment type.

City Council Meeting **I. 17.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve and award a construction contract to Danny C. Hubbs Construction, Inc., for an amount not-to-exceed $65,612 for the Garden St. Guardrail Installation Project; and determine that the project is categorically exempt from environmental review under Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine approval of a construction contract with Danny C. Hubbs Construction, Inc. for the Garden St. Guardrail Installation Project is categorically exempt from environmental review in accordance with Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the Garden St. Guardrail Installation Project contract with Danny C. Hubbs Construction, Inc., for an amount not-to-exceed $65,612.

RECOMMENDATION:

Staff recommends that City Council determine approval of a contract for the Garden St. Guardrail Installation Project is categorically exempt from environmental review in accordance with Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council approve the Garden St. Guardrail Installation Project, Project No. FCS04262022JN, contract with Danny C. Hubbs Construction, Inc., for an amount not-to-exceed $65,612.

DISCUSSION:

Along the east shoulder of the1300 block of Garden Street, which extends between Franklin Ave. and Hilton Ave., lies a concrete and stone storm drain channel. The channel is approximately six feet (6') wide and approximately five feet (5') in depth. Currently, the 841' feet of exposed channel is guarded only by a pole and chain combination that was installed decades ago. This design consists of three inch (3") galvanized pipe posts and five foot fifteen inch (5'15") chain acting as the guardrail. This antiquated design does not meet current OSHA standards. A multitude of traffic collisions over the years have left segments of the pipe posts damaged, which has only added to the safety deficiencies. The project consists of the removal of the existing poles and chain and the installation of eight hundred and forty-one foot (841') of guardrail along Garden St. from Franklin Ave. to E Hilton Ave.

The plans and specifications were completed in April 2022, and a request for bids was posted on April 26th, and on May 16th, 2022, the City Clerk's office received and opened five (5) bids. The bids were reviewed by staff to determine if they were responsive to bid requirements. Based on the attached bid analysis, Danny C. Hubbs Construction, Inc. is the lowest responsive and responsible bidder. Therefore, it is recommended that City Council award a construction contract to Danny C. Hubbs Construction, Inc. in an amount not-to-exceed $65,612. If approved, it is anticipated the project will be completed within fifty (50) calendar days from issuance of a Notice to Proceed.

The following five (5) Project bids were received before the submittal deadline:

BID OPENING REPORT SUMMARY		
#	**BIDDER**	**BID AMOUNT**
1	Danny C Hubbs Construction, Inc.	$65,612.00
2	C&W Construction Specialties, Inc.	$67,609.70
3	Metrocell Construction Inc.	*$79,700.00
4	Gentry General Engineering Inc.	$126,020.00
5	C.S. Legacy Construction, Inc.	$159,994.00

*Unit price for the bid Item#3 was missed. However, the item price was given, the missing cell is highlighted in the attached bid analysis, but this error did not affect the ranking.

Furthermore, this project is categorically exempt from environmental review in accordance with Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves the installation of roadside guardrail.

ALTERNATIVES:

City Council may reject all bids and direct staff accordingly.

STRATEGIC PLAN:

The project supports Strategic Plan Priority D, Strategic Objective 3.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2021-22
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	65,612.00
Budgeted Y/N:	Y
Account No.:	101304

Discussion:

The funding for Garden St. Guardrail Installation Project is included within Fiscal Year 21/22.

Attachments

Public Work Contract
Bid Opening Report
Bid Analysis

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 19th day of July, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Danny C. Hubbs Construction, Inc. (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: Garden St. Guardrail Installation Project, Project No. FCS04262022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Garden St. Guardrail Installation Project, Project No. FCS04262022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Sixty-five thousand six hundred twelve dollars ($65,612.00) 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 Fifty (50) calendar days 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 ($500.00) for each consecutive calendar day 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 ($500.00) 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:_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Garden St. Guardrail Installation Project
Project No. FCS04262022JN

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.

Dated this _____ day of _____, 2022.

_____
(Contractor)

_____
(Signature)

_____
(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.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Danny C. Hubbs Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement dated June 21st, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Garden St. Guardrail Installation Project, Project No. FCS04262022JN 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, _____, as Surety, are held and firmly bound unto the City in the penal sum of Sixty Five Thousand Six Hundred Twelve Dollars ($65,612.00) 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 _____, 2022.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Danny C. Hubbs Construction, Inc. (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 June 21st, 2022, and identified as Garden St. Guardrail Installation Project, Project No. FCS04262022JN is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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 of Sixty Five Thousand Six Hundred Twelve Dollars ($65,612.00) 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 _____, 2022.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of May 2022 at 2:00 p.m.** on behalf of the Facilities and Community Services Department for **Garden Street Guardrail Installation – FCS04262022JN**. 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	Addenda Acknowledged (N/A)	Total Bid Amount
1	Danny C Hubbs Construction, Yucaipa CA	Yes	N/A	$65,612.00
2	C&W Construction Specialties, Ventura CA	Yes	N/A	$67,609.70
3	Metrocell Construction Inc., Ontario CA	Yes	N/A	$79,700.00
4	Gentry General Engineering, Rancho Cucamonga CA	Yes	N/A	$126,020.00
5	C.S. Legacy Construction Inc., Walnut CA	Yes	N/A	$159,994.00

Jeanne Donaldson, City Clerk

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jawad Naderi

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO. FCS04262022JN
Garden St. Guardrail Installation Project

BID DATE: 16-May-2022
EST. START DATE: 1-Jul-2022

Item No.	Bid Item	Quantity	Unit	Danny C Hubbs Construction		C&W Construction		METROCELL CONSTRUCTION INC.		Gentry General Engineering Inc.		C.S. Legacy Construction, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization	1	LS	$4,015.00	$4,015.00	$2,500.00	$2,500.00	$3,900.00	$3,900.00	$6,000.00	$6,000.00	$21,329.00	$21,329.00
2	Removal and disposal of existing 3" Steel posts and chain (810 LF)	1	LS	$7,210.00	$7,210.00	$5,710.50	$5,710.50	$2,500.00	$2,500.00	$11,500.00	$11,500.00	$19,825.00	$19,825.00
3	Supply and Installation of Midwest Guardrail System as per Exhibit "A" (Drill and install the posts in soil)	841	LF	$42.00	$35,322.00	$45.20	$38,013.20		$71,500.00	$120.00	$100,920.00	$131.00	$110,171.00
4	Temporary traffic control measures	1	LS	$19,065.00	$19,065.00	$21,386.00	$21,386.00	$1,800.00	$1,800.00	$7,600.00	$7,600.00	$8,669.00	$8,669.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00		$0.00		$0.00
		Total Bid Price			**$65,612.00**		**$67,609.70**		**$79,700.00**		**$126,020.00**		**$159,994.00**

Unit price is not provided on bid Item #3, Item price was given and total bid price is not changed.

City Council Meeting **I. 18.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order modification in the amount of $31,419.21 with Clean Energy for delivery and supply of renewable liquefied natural gas for the remainder of Fiscal Year 2021-22 (Assistant City Manager Boatman)

MOTION(S):

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

I move that the City Council authorize a purchase order modification with Clean Energy to increase the total purchase order amount by $31,419.21 for delivery and supply of renewable liquefied natural gas for the remainder of Fiscal Year 2021-22.

RECOMMENDATION:

Staff recommends City Council authorize staff to execute the modification of a purchase order with Clean Energy for delivery and supply of renewable liquefied natural gas for the remainder of Fiscal Year 2021-22.

DISCUSSION:

In May 2019, City Council approved an agreement with Clean Energy for supply and delivery of renewable liquefied natural gas. With the increase of renewable liquefied natural gas sales and customers, the approved compensation has depleted. Staff is requesting additional funds in the amount of $31,419.21 to compensate Clean Energy for supplying renewable liquefied natural gas. The current purchase order amount is $561,632.40, and upon approval of additional funds, the total purchase order amount will be $593,051.61.

The table below summarizes and reflects the original amount, the amount staff is requesting, and the new total purchase order.

Vendor	Current Purchase Order	Amount Requested	Total Purchase Order
Clean Energy	$561,632.40	$31,419.21	$593,051.61

ALTERNATIVES:

City Council may decide to not recommend authorizing staff to execute the modification to the purchase order.

STRATEGIC PLAN:

Supports Priority D – Sustainability; Strategic Objective 1 – Fiscal

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Monica Duran, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2021-22
Revenue Generating:	Yes
Appropriation Required Y/N:	N
Amount:	31,419.21
Budgeted Y/N:	Y
Account No.:	607900

Discussion:

All additional costs are offset by the revenue from the sale of renewable liquefied natural gas.

City Council Meeting **I. 19.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the License Agreement with International Aerobatic Club Chapter 26, for use of the Redlands Municipal Airport for the 2022 Official Regional Aerobatic Competition to be held through September 2nd to 4th, 2022, and determine that the project is exempt from environmental review pursuant to Section 15323 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that the request is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the License Agreement is categorically exempt from environmental review pursuant to Section 15323 of the state's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the License Agreement with International Aerobatic Club Chapter 26 for use of the Redlands Municipal Airport for the 2022 Official Regional Aerobatic Competition.

RECOMMENDATION:

On May 17, 2022, and June 16, 2022, the Airport Advisory Board reviewed the request of the International Aerobatic Club Chapter 26 to use the Redlands Municipal Airport for its 2022 Regional Aerobatic Competition and recommended the item be presented to the City Council for consideration and approval. In addition, staff recommends that the City Council determine that approval of the License Agreement is categorically exempt from environmental review pursuant to Section 15323 of the state's guidelines implementing the California Environmental Quality Act. Furthermore, staff recommends that City Council approve the License Agreement with the International Aerobatic Club Chapter 26 for use of the Redlands Municipal Airport for the 2022 Regional

Aerobatic Competition.

DISCUSSION:

The International Aerobatic Club Chapter 26 (IAC 26) is requesting to host a regional aerobatic competition at the Redlands Municipal Airport (Airport) from Friday, September 2, 2022, to Sunday, September 4, 2022, from 7:00 a.m. to 6:00 p.m. on each day. The event setup will begin at 7:00 a.m. on September 2, 2022, followed by event practices and then competitions on September 3rd and 4th. The event attracts approximately 30 pilots, support crews, and event staff. IAC 26 estimates a total of 75 participants for the competition which is sanctioned by the International Aerobatic Club and conducted in accordance with the current official contest rules, policies and procedures. The IAC 26 event is fully self-supported and has received approval by the Federal Aviation Administration (FAA). No staff resources from the City are required other than the Airport Supervisor issuing a Notice To Airmen. The Airport will remain open during the competition with FAA-approved temporary changes to fixed-wing flight patterns to place normal flight traffic to the south of the Airport. Day-to-day flight operations currently fly to the north of the Airport and over the Santa Ana River wash area. The proposed temporary shift in the flight pattern will allow for the FAA-approved aerobatic box to be placed north of the airport and provide an area to conduct the contest within controlled airspace. These temporary changes to the airspace have been approved by the FAA and ground safety is managed by licensed and certified pilots of IAC 26.

The proposed competition is not open to the public nor is it advertised to the public, and will not affect normal operations at the airport other than the change in the flight pattern during the duration of the event. Sanctioned IAC 26 participants in the aerobatic competition, Airport users, flight schools, instructors, tenants, and transient aircraft will be able to access and use the Airport facilities. Aerobatic competition rules do not allow alcohol services at or during the event. The proposed staging and judging areas for the competition are within the Redlands Aviation leasehold area. The Fixed Base Operator (FBO) who manages this area is supportive of the event and has coordinated access of the FBO facilities to IAC 26 should City Council approve the Agreement. Further, taxiway and hangar access for aircraft housed and visiting at the Airport will be maintained throughout the event timeline and the sale of goods or services by IAC 26 will be prohibited.

The IAC 26 Chapter will provide the following in accordance with City policy prior to the proposed event:

- Certificate of Insurance evidencing: General Liability insurance in the amount of $1 Million Dollars per occurrence with the City listed as an Additional Insured.

- Provide FAA approvals for aerobatic box and temporary relocation of fixed-wing flight pattern to the south of the Airport to avoid conflicts within the temporary aerobatic box.

The proposed competition is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15323 of the CEQA Guidelines which relates to the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" means that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility.

ALTERNATIVES:

City Council may elect not to approve the License Agreement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

There are no hard costs associated with the approval of the License Agreement or the staff facilitation of the proposed event.

Attachments

A. License Agreement with IAC26

LICENSE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND INTERNATIONAL AEROBATIC CLUB CHAPTER 26

This non-exclusive license agreement ("License") is made and entered this 19th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and International Aerobatic Club Chapter 26, a non-profit organization ("Licensee"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Licensee desires to conduct a private international aerobatic club-sanctioned aerobatic competition ("Event") at the Redlands Municipal Airport ("Airport"), located at 1755 Sessums Drive; and

WHEREAS, City has approved prior use of the Airport for similar aerobatic competitions that are not publicized for public attendance; and

WHEREAS, City and Licensee desire to enter into this non-exclusive License to set forth the terms and conditions under which City will permit use of a portion of the Airport by Licensee, and the respective rights and obligations of the Parties relating to such License;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and International Aerobatic Club Chapter 26 agree as follows:

AGREEMENT

Section 1. Premises. City hereby grants to Licensee a non-exclusive License to conduct the Event at the location specified in Exhibit "A" (the "Premises") titled "Airport Layout Plan," which is attached hereto and incorporated herein by this reference.

Section 2. Acknowledgment of License and Disclaimer of Tenancy. Licensee is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises. In consideration of City's grant of this non-exclusive License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege or interest in the Premises other than the rights expressly granted by this License.

Section 3. Term. The term of the License shall commence on September 2, 2022, and terminate on September 5, 2022, unless earlier terminated as provided for herein. Licensee shall have no right to remain on or within the Premises for any purpose after expiration, or the earlier termination of, this License.

Section 4. Use of Premises.

A. The Premises shall be used by Licensee solely for the purpose of conducting the Official International Aerobatic Club Competition Event at the Airport.

B. During the term of this License, Licensee shall comply with all applicable federal,

state, and local laws, and all applicable rules and regulations established by City including, but not limited to, City's Municipal Code provisions governing the Airport.

C. The hours of operation for the Event shall be limited to the following:

i. September 2, 2022, from 7:00 a.m. until 8:00 p.m.; and
ii. September 3, 2022, from 7:00 a.m. until 8:00 p.m.; and
iii. September 4, 2022, from 7:00 a.m. until 10:00 p.m.

D. Licensee may commence Event set-up within the areas identified in Exhibit "A," on September 2, 2022, beginning at 7:00 a.m. Taxiway and hangar access for aircraft housed and visiting at the Airport will be maintained.

E. Tear down and clean-up of the Event shall commence immediately following the end of the Event and shall be completed no later than 10:00 p.m. on Sunday, September 4, 2022.

F. Licensee shall ensure that all airport gates used by the Event staff are properly closed and secured after each use.

G. Licensee shall ensure that the Event is not advertised as a public event, and the Airport will remain open during the Event with FAA-approved temporary changes to the fixed-wing flight pattern.

H. Licensee shall provide a reasonably sufficient number of adequate trash receptacles as directed by City staff within the Airport parking areas and the Premises identified in Exhibit "A." The airport ramps utilized in the course of the Event shall be expediently cleared of all trash and debris that may pose a threat to airport operations.

I. Licensee shall obtain all required federal, state and local agency permits, copies of which shall be submitted to the Airport Supervisor prior to the Event.

J. Licensee shall manage ground and air safety by licensed and certified staff at all times during the Event.

K. Licensee shall require attendees to park only within designated parking areas.

L. Licensee's operation of the Premises shall not include the sale of goods or services.

Section 5. Final Plan Submittals.

A. Licensee shall submit to City for review and approval a final layout plan by close of business, August 25, 2022. The final layout shall be reviewed and approved by City's Facilities and Community Services Director and substituted for the Exhibit "A" attached to this License.

B. All plans and documents related to the Event and submitted to City shall reflect City Council approvals and any other changes required by the Council and/or staff. This condition

applies to all Event layouts, schedules, or plans submitted to City in connection with the Event.

Section 6. Indemnity. Licensee, and its agents and employees (collectively, "Licensee") shall defend, indemnify, protect and hold harmless City, and its elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines penalties, expenses, causes of action and judgements at law or in equity, or liability or any kind or nature, whether known or unknown, (including without limitation, third party claims with attorneys' fees) which City, or its elective and appointive boards, officials, officers, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of or any way connected to this License, and the Licensee's negligent acts or omissions, or willful misconduct, associated with Licensee's conducting the event authorized by this License, excepting only liability arising out of the sole negligence of the City. This section shall survive any termination or expiration of this License.

Section 7. Public Liability and Property Damage Insurance. Licensee shall obtain Event insurance in compliance with the minimum scope and limit of insurance as outlined below:

A. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of Two Million Dollars ($2,000,000) per occurrence, 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.

B. 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 Contractor owned vehicles used in connection with Contractor'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.

C. Licensee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City. All certificates and endorsements are to be received and approved by the City at least five (5) days before Licensee commences activities.

Section 8. Special Risks or Circumstances: City reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Section 9. Assignment Prohibited. This License is personal to Licensee. Licensee shall not encumber, assign, sublease or otherwise transfer this License, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease or transfer without such prior consent and approval of City shall constitute an immediate breach of this License and may, notwithstanding any other provision of this License and at the sole

discretion of City, result in the immediate termination of this License.

Section 10. Attorneys' Fees. In the Event any action is commenced to enforce or interpret the terms or conditions of this License, 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 use of in- house counsel by a Party.

Section 11. Notices. Any notice or other communication required, or which may be given, pursuant to this License, shall be in writing. Any such notice shall be deemed delivered (i) on the day 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 email 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 of in accordance with this section:

CITY:	LICENSEE:
City of Redlands	International Aerobatic Club Chapter 26
Jeanne Donaldson, City Clerk	c/o Susan Bell, President
P.O. Box 3005	22240 Broken Lance Rd.
Redlands, CA 92373	Apple Valley, CA 92307
jdonaldson@cityofredlnds.org	susanbellfilm@gmail.com
(909) 798-7531	(323) 377-1125

Section 12. Entire License/Amendment. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior verbal or written representations or agreements respecting the Premises not expressly set forth herein are null and void. Any and all amendments to this License shall be in writing and executed by the Parties.

Section 13. Termination. City shall have the right to terminate this License, with or without cause, upon thirty (30) days prior written notice to Licensee. City shall have no liability for any claims or damages resulting to Licensee as a result of any exercise by City of its right to terminate this License. This License may be terminated at the discretion of City should Licensee fail to fulfill its requirements as specified herein.

Section 14. Waiver. No waiver by either Party of any provision of this License, or waiver of any breach of this License, shall be deemed to be a waiver of any other provision of this License, or of any subsequent breach by either Party of the same or any other provision of this License.

Section 15. Severability. If any provision of this License is held invalid or unenforceable for any reason by a court of competent jurisdiction, this License shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Executed on the 19th day of July 2022, at Redlands, California

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

INTERNATIONAL AEROBATIC CLUB
CHAPTER 26

Susan Bell, President

EXHIBIT “A”

Airport Layout Plan

Notes:

IAC Staff to Monitor CTAF Frequency
IAC Staff a Starter at Ready Line
Airport is open, therefore no TFR
FAA approvals aerobatic box, temporary fixed wing pattern change to the south for the three day event.
75 Pilots, Judges, Volunteers and Ground Crews estimated
20-25 planes estimated
Not a public event, thus no admission fee

Legend:

- Aerobatic officials parking
- Judges, staff seating area with Port a Pot (provided by IAC 26)
- Aerobatic aircraft parking
- Pilot Briefing and waiting area (Main Lobby)
- Starter Area and ready line
- Park open to non-officials and staff

City Council Meeting **I. 20.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the License Agreement with Southern California Edison for use of property for a walking trail and associated landscaping from Orange Street to Texas Street and determine that approval of the License Agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to determine that approval of the License Agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the License Agreement with Southern California Edison for use of property for a walking trail and associated landscaping from Orange Street to Texas Street.

RECOMMENDATION:

Staff recommends City Council determine that the approval of the License Agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines implementing the California Environmental Quality Act. Further, staff recommends that City Council approve a License Agreement with Southern California Edison for use of property for a walking trail and associated landscaping from Orange Street to Texas Street.

DISCUSSION:

In February 2017, the City Council approved an agreement with the City of Highland to implement a grant-funded project to build a series of trails and bike lanes connecting Citrus Valley High School to Orange Street. The route for the project runs along a Southern California Edison (SCE) pole line between Orange Street and Texas Street just south of the Santa Ana River bluff as shown in the attached map.

As such, in October 2017, the City Council approved a License Agreement with SCE for use of APN's 0167-422-48, 0167-901-32, and 0167-901-33 for walking trail and associated landscaping with a term expiring on July 31, 2022. Entering into this new License Agreement, attached for City Council's consideration, will allow the City to continue to use and maintain the trail along the SCE pole line. The term of the agreement is for five years commencing on August 1, 2022 with an annual license payment to SCE of $1,656.94 (increasing 3% annually). Funding for this license will come from the awarded ATP Cycle 2 grant. Furthermore, the license agreement is not subject to the California Environmental Quality Act (CEQA) pursuant to section 15301 for maintenance of existing facilities.

ALTERNATIVES:

The City Council may elect not to approve the license agreement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
John Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2022-23
Amount: $1,657
Budgeted Y/N: Yes
Account No.: 241400
Discussion:
The license will be paid out of the grant funding for the ATP Cycle 2 Project.

Attachments

A. SCE License Agreement

CITY OF REDLANDS (FACILITIES AND COMMUNITY SERVICES)

L I C E N S E A G R E E M E N T

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Initial (_____)/(_____/_____)
Licensor/Licensee

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ADDENDUM(S)

Initial (_____)/(_____/_____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF REDLANDS (FACILITIES AND COMMUNITY SERVICES), called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Numbers 0167-422-48, 0167-901-32 and 0167-901-33, situated in the City of Redlands, County of San Bernardino, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.

- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.

- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.

- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.

- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (_____)/(_____/_____)
Licensor/Licensee

1. Use: Licensee will use the Property for landscaping and walking paths purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of August, 2022 and ending on the last day of July, 2027. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of One Thousand Six Hundred Fifty Six and 94/100 Dollars ($1,656.94) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2022	$1,656.94	August
Second Year	2023	$1,706.65	August
Third Year	2024	$1,757.85	August
Fourth Year	2025	$1,810.58	August
Fifth Year	2026	$1,864.90	August

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the full amount that was due on said date. To the extent a payment is not made within sixty (60) days, Licensor may increase the late fee to twenty percent (20%) of the full amount due. Licensor shall further be entitled to any other costs associated with collection of the unpaid amounts.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

(a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than $1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

Initial (_____)/(_____/_____)
Licensor/Licensee

(b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(c) Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

(d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Landscaping and walking paths use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

Initial (_____)/(_____/_____)
Licensor/Licensee

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Propertyand/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

Initial (_____)/(_____/_____)
Licensor/Licensee

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

Initial (_____)/(_____/_____)
Licensor/Licensee

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when

Initial (_____)/(_____/_____)
Licensor/Licensee

due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee’s failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

Initial (_____)/(_____/_____)
Licensor/Licensee

(a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.

(b) The abandonment or vacating of the Property by Licensee.

(c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

(d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.

(e) Any attempt to exclude Licensor from the licensed premises.

(f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

(g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

(h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.

(i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and

Initial (_____)/(_____/_____)
Licensor/Licensee

waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

Initial (_____)/(_____/_____)
Licensor/Licensee

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Initial (_____)/(_____/_____)
Licensor/Licensee

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Eastern Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City Of Redlands (Facilities And Community Services)
35 Cajon Street
Redlands, CA 92373

Business Telephone No. (909) 798-7655

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

(THIS SPACE LEFT BLANK INTENTIONALLY)

Initial (_____)/(_____/_____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

JEREMY BEARD
Real Estate Specialist
Land Management – Eastern Region
Vegetation & Land Managment

_____
Date

LICENSEE:

CITY OF REDLANDS
(FACILITIES AND COMMUNITY SERVICES)

By_____
PAUL T. BARICH, Mayor

_____
Date

Attest:

By_____
JEANNE DONALDSON, City Clerk

Initial (_____)/(_____/_____)
Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval *prior to the start of any construction on* "Licensor" *property*.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES
(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
    d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded by a licensed electrical engineer
    d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (_____)/(_____/_____)
Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
    d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded by a licensed electrical engineer
    d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)
Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50 -foot radius around suspension tower legs, H-Frames and poles

Initial (_____)/(_____/_____)
Licensor/Licensee

c. 100-foot radius around dead-end tower legs, H-Frames and poles

4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

a. Must have axles and wheel and be able to be moved
b. Maximum length: 40 feet
c. Maximum height: 15 feet
d. Maximum width: 12 feet

2. No trailers will be permitted within the following areas reserved for Licensor's access:
   a. Within 2 feet from edge of 16-foot wide access roads
   b. 50-foot radius around suspension tower legs, H-Frames and poles
   c. 100-foot radius around dead-end tower legs, H-Frames and poles
   d. 25-foot radius around anchors/guy wires, poles and wood poles
   e. Under or within 10 feet of the conductor "drip lines"

Initial (_____)/(_____/_____)
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

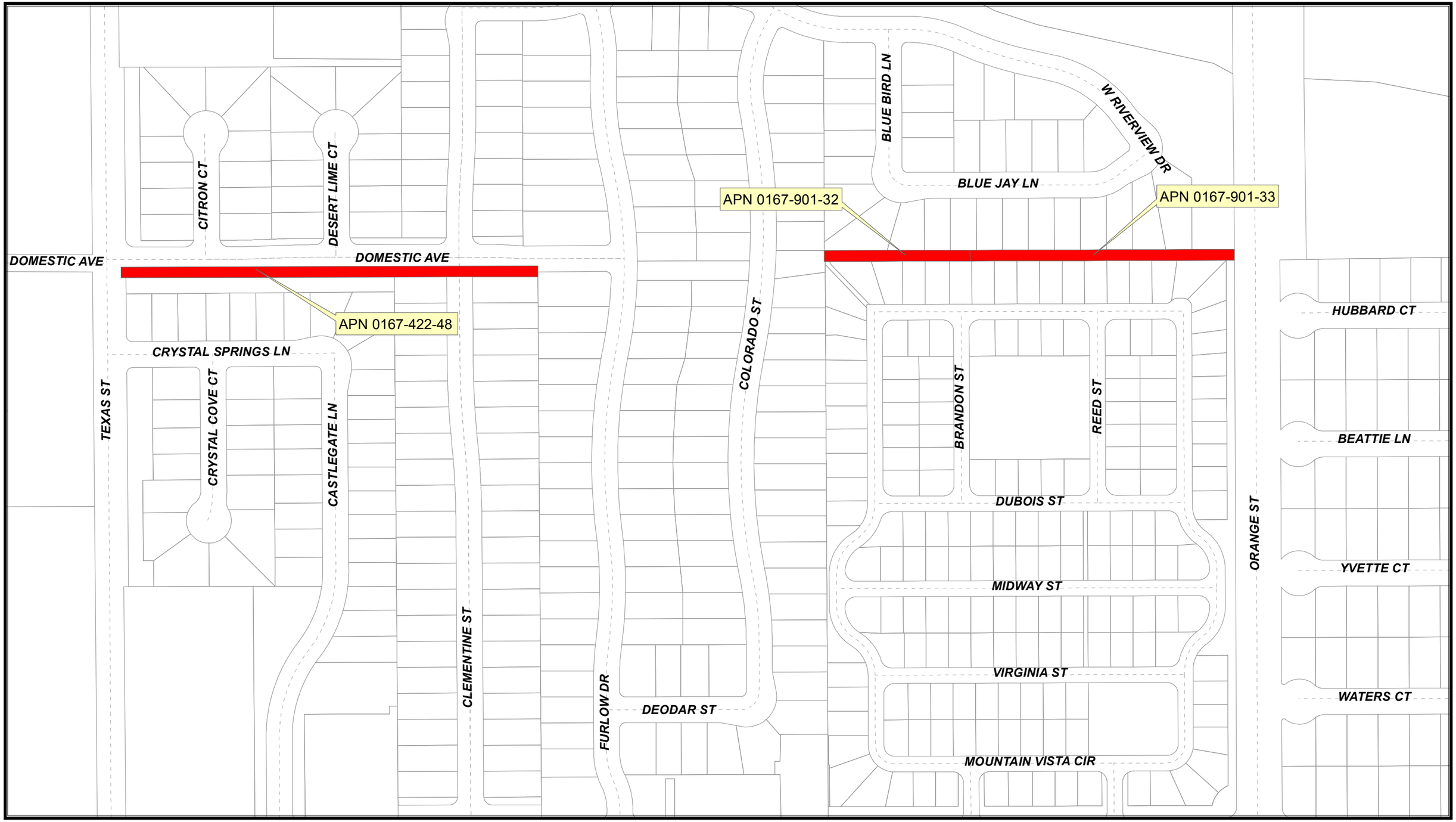
Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50 - foot radius around suspension tower legs, H-Frames and poles
    c. 100 - foot radius around dead-end tower legs, H-Frames and poles
    d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (_____)/(_____/_____)
Licensor/Licensee

Exhibit A



N

SUBJECT PARCELS

HIGHLAND/REDLANDS REGIONAL CONNECTOR PROJECT
SCE LICENSE AGREEMENT LOCATION MAP

City Council Meeting **I. 21.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support in the amount of $31,232 related to the Stater Bros. Charities Believe Walk to be held on Sunday, October 2, 2022 (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that this request is appropriate, the following motions are provided:

1. I move to authorize and approve a request for in-kind support in the amount of $31,232 related to this event; and

2. I move to approve temporary street closures related to the event.

RECOMMENDATION:

Staff 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.

Stater Bros. Charities have reserved the Redlands Bowl, Smiley Park, and Ed Hales Park on Saturday, October 1, 2022, for event set-up in preparation for the festivities and walking event on October 2, 2022. They are also requesting approval to temporarily close E. State St., 5th St., 6th St., 7th St., 8th St. and 9th St., Eureka St., Grant St., and 4th St., Myrtle St., Fern Ave., Cypress Ave., Hibiscus Dr., W. Palm., Alvarado St., Center St., Clark St., Michigan St., and Olive Ave., for the event. Additionally, they are requesting in-kind support in the amount of $31,232 for departmental resources including Fire Personnel, Police Personnel, Facilities and Community Services Personnel and equipment, and the reservations of the Redlands Bowl, Smiley Park, and Ed Hales Park. Stater Bros. Charities is a registered non-profit organization operating out of the City of San Bernardino.

According to the submitted application, the event will raise critical funds that directly impact cancer care in the Inland Empire. The event this year is expected to draw 12,000 participants and raise over $450,000 for cancer organizations and support services. In addition, the application states that the Believe Walk brings an economic benefit and impact to the City by attracting 12,000 participants to the downtown area.

ALTERNATIVES:

The City Council may deny the request to hold the event, the request for in-kind support or provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Plan Priority A: Quality of Life - Strategic Objective 1: Beautification, Arts and Culture

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2022-23

Amount: $31,232

Discussion:

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)	2022 Amount	Type	2019 Amount
Police Personnel[1]	$25,366.00	Hard Cost	$16,846.00
Fire Personnel[1]	$2,839.00	Hard Cost	$3,300.00
FCS Personnel[1]	$640.00	Hard Cost	$442.44
Fire Equipment	$600.00	Soft Cost	$640.00
FCS Equipment	$570.00	Soft Cost	$570.00
Personnel & Equipment Subtotal	**$30,015.00**		**$21,798.44**
Fees Established by City Council Resolution			
Redlands Bowl Reservation	$841.00	Soft Cost	$998.00
Smiley Park Reservation	$188.00	Soft Cost	$249.00
Ed Hales Park Reservation	$188.00	Soft Cost	$249.00
Fees Subtotal	**$1,217.00**		**$1,496.00**
Total Departmental Charges and Fees	**$28,845.00** (hard) **$2,387.00.00**(soft) **$31,232.00 (Total)**		**$23,294.44**

[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 in-kind support approved for events scheduled during Fiscal Year 2022-23 to date:

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$89,257.00	$2,202.00	$1,100.00	$92,559.00	$91,459.00

Attachments

A. In Kind Support Request

B. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Stater Bros. Charities Believe Walk

Event Date(s): 9/30/22 - 10/1/22 10/2/22 **Location(s):** Redlands Bowl, Lincoln Shrine, Smiley Park, ED Hales Park, Joslyn Center Parking lot

Rain Out Date: 9/30/22 - 10/1/22 10/2/22 **Beginning Time:** Attachment "A" **End Time:** Attachment "A"

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.

Please see attachment "A" for reference

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*) — Barricades, Cones, Personnel
- [x] Police (*Public Safety Personnel*) — No Parking Signs
- [ ] Fire (*Paramedics, Inspectors*)
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — Public Restrooms, Redlands Bowl lights
- [x] Facility — Joslyn Center Parking lot, Public Parking, Lincoln Shrine Area

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.

- [x] Other — the use of the Contemporary Club Parking lot

Group/Organization Name: Stater Bros. Charities Believe Walk

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 26-1236033

Does your Group/Organization Presently Have Liability Insurance? [x] 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

Primary Contact Name & Title: Tracy V. Marquez

Mailing Address: 301 S. Tippecanoe Ave. San Bernardino CA 92408

Phone Number: 909-202-2486 **E-Mail Address:** tracy.believewalk@gmail

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with fee waivers. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

The Believe Walk raises critical funds that directly benefit cancer patients by funding local cancer centers and support service programs. This year's event is expected to draw in 10,000 participants and raise over $500,000 for program and services.

Describe what economic benefit and impact this event will bring to the City:

The Believe Walk attracts 10,000 people to Redlands. This year we expect the same. Large scale events such as this size bring new money from outside the local economy that benefit the host city.

In April 2002, the City Council adopted Resolution 6038, which encourages groups or organizations requesting fee waivers 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 fee waiver requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1,862	1,725	
Attendance: Non-Residents	8,138	8,001	
Food & Beverage Sales	DOES Not Impact Event		REVENUE
Merchandise Sales	$1,400	$1,200	
Ticket/Entrance Fees	$190,000	$189,000	
Other	$260,000	$259,700	No Vendor Sales
Total Revenue	$451,400	$450,000	

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Tracy V. Marquez **Title:** BELIEVE WALK DIRECTOR

Please Print Your Name: Tracy V. Marquez **Date:** 6/7/22

To Be Completed by the City of Redlands

Date Received: **Received By:**

Action:

Stater Bros. Charities is requesting a fee waiver for the use of:

Stater Bros, Charities & Inland Women Fighting Cancer Believe Walk

Sunday, October 2, 2022

Redlands Bowl & Lincoln Shrine

Event Set-Up

Saturday, October 1, 2022. 5:00 a.m.-10:00 p.m.

Believe Walk

Sunday, October 1, 2022. 5:00 a.m.-3:00 p.m.

Please have Sprinkler Systems shut off

Believe Walk Set-Up/ Believe Walk Day of Event

Mission Gables public restrooms:

Saturday, October 1, 2022. 10:00 a.m.-6:00 p.m.

Sunday, October 2, 2022. 5:00 a.m.-3:00 p.m.

Smiley Park/ Public Restrooms

Saturday, October 1, 2022. 10:00 a.m.-6:00 p.m.

Sunday, October 2, 2022. 5:00 a.m.-3:00 p.m.

Smiley Park Annex (4th & Vine)

Sunday, October 2, 2022. 5:00 a.m.-3:00 p.m.

Ed Hales Park: Sprinkler Systems shut off

Saturday, October 1, 2022. 11:00 a.m. -10:00 p.m. (Set-Up)

Sunday, October 2, 2022. 5:00 a.m.-12:00 p.m.

Redlands Mall Parking & Underground Parking (If Available)

Sunday, October 2, 2022. 5:00 a.m.-12:00 p.m.

Joslyn Senior Center Parking Lot: (Housing 1 Roll off and 2 Dumpsters for recycling)

Contemporary Club Parking Lot (Housing of 1 Roll off and AV equipment)

Delivery-Friday, September 30, 2022

Use/Set Up- Saturday, October 1, 2022 & Sunday, October 2, 2022

Pick Up- Monday, October 3, 2022

Stater Bros Charities

EIN: 26-1236033 | Sn Bernrdno, CA, 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

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 2015 Form 990**

Page Last Reviewed or Updated: 20-November-2020

Share Print

City Council Meeting **J. 1.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the designation of a voting delegate and alternate(s) to the 2022 League of California Cities Annual Conference scheduled to occur September 7-9 in Long Beach (Mayor Barich)

MOTION:

1. I move to designate Council Member Denise Davis to serve as the voting delegate for the League of California Cities 2022 Annual Conference.

2. I move to designate _____ to serve as the alternate voting delegates for the League of California Cities 2022 Annual Conference.

DISCUSSION:

The 2022 Annual Conference of the League of California Cities is scheduled for September 7-9 in Long Beach. An important aspect of the annual conference is the Annual Business Meeting where the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Additional information is provided in the attached memorandum and voting procedures from the League of California Cities.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

Attachments

A. Memorandum dated June 1, 2022, from the League of California Cities
B. Annual Conference Voting Procedures
C. Voting Delegate Form

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF
CALIFORNIA
CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254

City Council Meeting **J. 2.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible direction to staff regarding renter protections during “substantial remodel” evictions (Mayor Pro Tem Tejeda)

DISCUSSION:

This item is being put forth to City Council to allow for discussion and possible direction to staff regarding renter protections during “substantial remodel” evictions.

City Council Meeting **K. 1.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8357 - Delinquent Municipal Services Account Report
(Mayor to declare the meeting open as a public hearing)

A. Public Hearing to Consider Resolution No. 8357 approving 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. 8357.

RECOMMENDATION:

Staff recommends that the Council adopt Resolution No. 8357, 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 2022-2023 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-two (32) letters were mailed to property owners on June 30, 2022, providing them with notice that the City Council would hold a public hearing on July 19, 2022 "to consider the submittal of a report to the Auditor-Controller of

San Bernardino County for recordation of a special assessment on the 2022-2023 tax roll against your property resulting from non-payment of a City of Redlands municipal services account".

If these delinquent accounts are not paid by August 24, 2022, they will be included on the 2022-2023 tax roll that staff will submit to the County no later than final deadline of August 31, 2022. Staff will accept payments on delinquent accounts up until August 24th, such that any and all accounts that are brought current as a result will be excluded from the list being sent the County for recordation.

The cost to apply for 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, 32 accounts totaling $25,978.50 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 24, 2022. 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
Janice McConnell, Assistant City Manager
Chris Boatman, Facilities and Community Services Director

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	25,978.50
Budgeted Y/N:	Y
Account No.:	various

Discussion:

Approval of this resolution will provide for escalated procedures in an attempt to capture $25,978.50 in lost revenue associated with municipal services rendered.

Attachments

Resolution No. 8357

Delinquent Municipal Services Accounts

Example Customer Letter

RESOLUTION NO. 8357

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 29, 2022 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 19, 2022, 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 25, 2022.

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 19th day of July, 2022.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

June 29, 2022 Preliminary Report
Delinquent Municipal Services Accounts

APN		Total Account Balance
0173181120000		$ 658.83
0300355070000		$ 237.30
0300481010000		$ 326.59
0300511040000		$ 122.41
0300213070000		$ 169.60
0300215690000		$ 254.40
0301143330000		$ 336.83
0300215240000		$ 681.46
0300241320000		$ 496.83
0300431150000		$ 81.62
0300373010000		$ 257.07
0300264060000		$ 355.95
0300215250000		$ 417.07
0300121020000		$ 355.95
0300382010000		$ 169.60
0301191120000		$ 496.83
0301141260000		$ 253.31
0301141130000		$ 118.65
0300215360000		$ 84.80
0300262110000		$ 323.48
0301143380000		$ 496.83
0300212010000		$ 583.48
0300131160000		$ 481.55
0300412100000		$ 1,448.27
0300061180000		$ 115.36
0294091450000		$ 218.55
0300123030000		$ 84.80
0294121320000		$ 550.27
0300231560000		$ 94.40
0171071090000		$ 407.28
0301151660000		$ 476.35
0167511260000		$ 14,822.78
Total All Parcels		**$ 25,978.50**

Count	**32**

June 30, 2022

CUSTOMER NAME
CUSTOMER ADDRESS
CITY, STATE ZIP

RE: APN # 0000000000000
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 19, 2022, 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 2022-2023 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 Monday, August 22, 2022.

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.

Sincerely,

Danielle Garcia
Management Services/Finance Director

City Council Meeting **K. 2.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Ordinance No. 2933 (Development Agreement No. 25) – A request for City Council approval of Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall

(Mayor to declare meeting open as a public hearing)

A. PUBLIC HEARING to consider Ordinance No. 2933 (Development Agreement No. 25) – A request for City Council approval of Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) and the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) in the C-3, General Commercial zoning district. The proposal previously underwent environmental review in accordance with the California Environmental Quality Act and the City Council adopted the environmental document on May 10, 2022 (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 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 deems it appropriate, staff recommends the following motion.

Mayor requests the City Clerk to read the title of Ordinance No. 2933;

I move to waive further reading of Ordinance No. 2933 and to introduce Ordinance No. 2933 for the approval of Development Agreement No. 25 for the State Street Village mixed use project.

RECOMMENDATION:

On June 14, 2022, the Planning Commission held a public hearing and reviewed the proposal. The Commission discussed the purpose of the proposed term of the Development Agreement (15 years), when construction was expected to begin, phasing of the project, and the status of the one remaining tenant (CVS Pharmacy). The Commission voted 7 to 0 recommending that the City Council approve Development Agreement No. 25 for the State Street Village mixed use development project.

DISCUSSION:

A) Background

On May 10, 2022, the City Council unanimously approved various entitlements for the “State Street Village” mixed use development project for redevelopment of the Redlands Mall site (see Attachment B – Site Plan, and Attachment C – Approval Resolutions). The mixed use project will include residential and commercial uses within five new multi-tenant buildings, to include the following:

- Construct five mixed-use buildings up to four (4) stories high;
- Construct 700 multifamily dwelling units (apartments and condominiums);
- Construct up to 71,778 square-feet of commercial floor area on ground floors to include retail and restaurant uses, as well as a rooftop restaurant;
- Construct up to 12,328 square-feet of office space on upper floors;
- Construct an approximately 6,000 square-foot recreational amenity building including pool, and other private courtyards for residents;
- Pedestrian central plaza totaling approximately 22,742 square-feet;
- Construct a five-level above-ground parking structure within Building 2, and two subterranean parking garages under Buildings 1, 3, 4-A, and 4-B;
- Construct public and private open space areas to include landscaping, shade trees, street trees, and pedestrian improvements; and
- Construct related site improvements to include sidewalks, driveways,

landscape, lighting and street lights, storm drains, flood prevention features, and public and private utility connections.

In addition, one new single-tenant retail building totaling 14,500 square-feet (with one drive-through window for a pharmacy) and a new surface parking lot with 61 spaces would be constructed on the south side of West Citrus Avenue between Eureka and Fourth Streets.

On May 10, 2022, the City Council also adopted an Initial Study and Sustainable Communities Environmental Assessment document for the project, in accordance with all applicable requirements of the California Environmental Quality Act.

B) California Government Code

In the enabling legislation for Development Agreements, found in California Government Code section 65864 et.seq., the Legislature found and declared that: (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public; and (b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

C) Redlands Municipal Code

The proposed Development Agreement is a legislative act and must be enacted by ordinance after a public hearing before the City Council. Before the City Council may approve a development agreement, it must find that its provisions are consistent with the General Plan.

Development agreements may specify development standards that are unique or more restrictive than the city's normal development standards, or otherwise vary from the city's normal development standards and improvement requirements that would be applicable to development projects. RMC section 18.220.240 states the effect of a development agreement on an approved project:

"When approved, a development agreement and any development control maps and all notations, references and regulations which are a part of the development agreement shall be considered part of this code. Development control maps include, but are not limited to, regulations intended to carry out any

plan respecting location or type of activities; height, bulk, siding or design of structures; location or design of open areas; and landscaping and other comparable regulations. In the case of any conflict with any other provisions of this code, such development agreement provisions shall take precedence. Unless otherwise provided by the development agreement, the city's rules, regulations and official policies governing permitted uses of the land, density and design, improvement and construction standards and specifications applicable to development of the property subject to a development agreement shall be those city rules, regulations and official policies in force at the time of the approval of the development agreement by the city council."

To approve a Development Agreement, six findings must be made as required by RMC Chapter 18.220 (Development Agreements) in Section 18.220.100. The proposed findings for approval are included in the attached Resolution.

D) Proposed Development Agreement

As currently proposed, the key provisions of the Development Agreement include the following terms and conditions.

- Requires Developer to begin construction within five (5) years of the approval date.
- Total term of fifteen (15) years, which secures the approval and right to build the approved project for longer than the typical two years (plus an additional three years with extensions) for development project entitlements. The term of 15 years aligns with the long-term lease currently held by CVS Pharmacy (the sole remaining tenant within the Mall site).
- Re-establishing State Street and Third Street through the project site resembling the historic grid street pattern that existed prior to Mall construction.
- Provides limited public easements over the public plaza area and pedestrian paseos, for purposes of travel through and use in such areas.
- City will issue permits for up to 24 events each year to be held within the public plaza area of the project.
- Allows City to utilize the public plaza area for up to 12 days in any calendar year for any public or private events, if not in conflict with any other previously-scheduled private events by the property owner.
- The current categories of Development Impact Fees (DIF) presently in effect will be applicable to the proposed project, and no new categories would be applicable (should any new categories of Development Impact Fees be created in the future).
- Allows for the fee amounts of Development Impact Fees (DIF) to increase over time, as is the current practice (i.e., City Council updates the fees from time to time).
- Allow for Development Impact Fees (DIF) credits based on the amount of existing structure floor area to be demolished.

- Requires unbundling of parking from residential units (i.e., separate rental fees for parking and living space) to encourage reduction of motor vehicle trips.
- Locks the land use and zoning regulations currently in effect to be applicable to the proposed project, and assures that future adoption of the Transit Villages Specific Plan will be applicable to the project site (e.g., types of permitted uses).

E) General Plan

The project site is within the 'Commercial' land use category of the General Plan. A primary strategy of the 2035 General Plan is to encourage more transit-oriented development in close proximity to the three train stations in the core areas of Redlands, rather than continuing the pattern of subdivisions and sprawling development around the periphery of the city. This strategy is referred to as the "Transit Village Concept" in Chapter 4, Livable Community. The Transit Village Concept emphasizes mixing of land uses (such as residential with retail, restaurant, office, and similar commercial uses) and higher density/intensity of uses around the train stations for the intended purposes of supporting transit use, enhancing walkability and pedestrian orientation around the station areas, and discouraging use of automobiles within the pedestrian-friendly station areas and downtown.

The concept for the State Street Village project, that of a mixed use project with pedestrian-friendly design, is consistent with many Policies and Actions contained in the 2035 General Plan which envisions compact and infill development around the three train stations in Redlands. See Attachment D for a list of applicable General Plan policies. Several key policies are listed below, all of which will be implemented by the proposed Development Agreement.

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.

2-A.96: Promote redevelopment of the Redlands Mall with a vibrant mix of uses. Explore feasibility of re-extending the traditional street grid through the new development.

2-A.97: Seek an increased presence of both residents and activity in Downtown with new development – particularly residential as part of mixed-use development – as well as commercial, entertainment, and cultural uses that serve both residents and visitors.

2-A.98: Promote a variety of housing types to attract a spectrum of households to live Downtown.

3-A.10: Encourage mixed-use projects within the Transit Villages that will attract a wide array of uses including retail, restaurant, entertainment, office, residential, and cultural offerings.

3-A.36: Support revitalization of underutilized commercial space throughout Downtown, including the Redlands Mall, which could create new opportunities for businesses and residents, and provide a critical link to rail.

3-A.39: Encourage and support the development of additional housing Downtown to increase the vitality and diversity of Downtown retail and services.

4-P.9: Locate medium- and high-density development near regional access routes, transit stations, employment centers, shopping areas, and public services.

4-P.13: Encourage mixed-use development (two or more uses within the same building or in close proximity on the same site) in Downtown, the Transit Villages, and along Redlands Boulevard to promote vibrancy.

4-A.12: Support new residential development in Downtown, the Transit Villages, and other focused infill sites accessible to transit and in central parts of the community.

4-A.87: Promote clusters of mixed-use development along Redlands Boulevard near the Mixed Use Cores of the proposed Transit Villages, providing opportunities for commercial, office, and residential development consistent with the needs and characteristics specific to each Transit Village.

4-P.42: Provide for new jobs, housing, and entertainment opportunities in compact, walkable environments.

7-A.73: Improve the sense of safety within Downtown, including the Redlands Mall area.

F) Zoning

The project site is within the General Commercial (C-3) zoning district. The State Street Village project will be consistent with the applicable land uses and development standards for the C-3 zone, as explained in the prior staff report prepared for the project. Please refer to the Planning Commission staff report of April 12, 2022 (click here) for detailed discussion and analysis describing how the mixed use development project complies with the zoning standards.

G) Environmental Review

The proposed Development Agreement was previously reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA). An Initial Study was previously prepared and circulated in conjunction with the State Street Village development project as required by CEQA, and the City Council previously adopted and certified a Sustainable Communities Environmental Assessment for the project on May 10, 2022 (which included Development Agreement No. 25 in the project description). Therefore, no further environmental review is required for the Development Agreement.

ALTERNATIVES:

The City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:

The proposal is consistent with Priority A, Quality of Life, and goal for Economic Vitality, “Encourage redevelopment efforts in the transit corridor (i.e., University Village and mall site).”

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 21-22

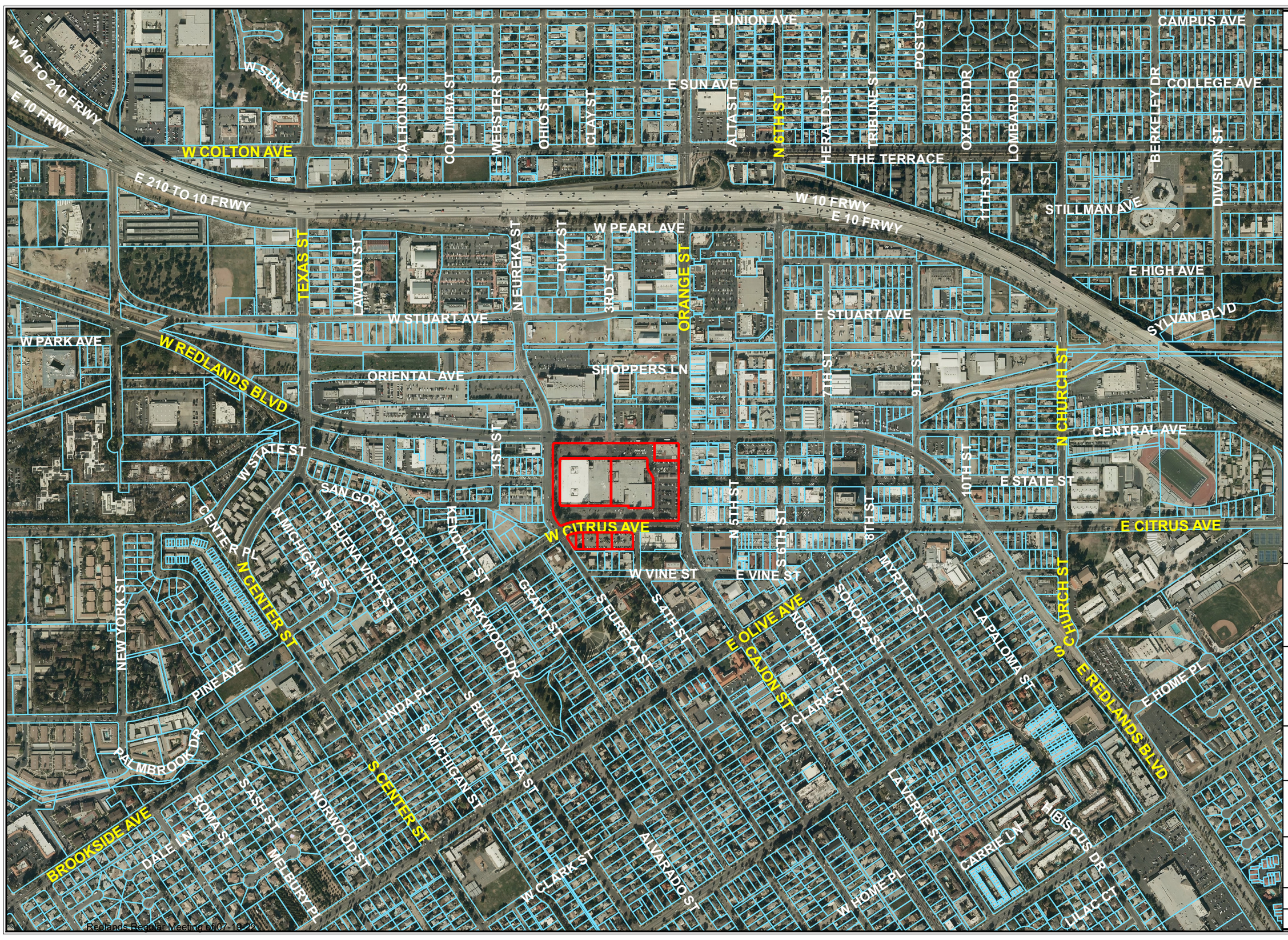
Appropriation Required Y/N: No

Discussion:

There is no fiscal impact associated with the review of Development Agreement No. 25. The applicant paid the applicable filing fee for the Legislative Project Application Form.

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B: Approved Site Plan
Attachment C-1: City Council Resolution No. 8339
Attachment C-2: City Council Resolution No. 8340
Attachment D: Table of General Plan Policies
Attachment E: Public Comments
Attachment F: Ordinance No. 2933
Attachment G-1: Development Agreement
Attachment G-2: Development Impact Fee Schedule



Location Map

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

0 490 980
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

September 14, 2021

OneStop.mxd

Aerial Photo

This map was produced by the City of Redlands, Geographic Information System.
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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
0 125 250
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

September 14, 2021

OneStop.mxd

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RESOLUTION NO. 8339

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1155 AND APPROVING COMMISSION REVIEW AND APPROVAL NO. 933, FOR THE REDLANDS MALL SITE AND THE SOUTHEAST CORNER OF EUREKA STREET AND WEST CITRUS AVENUE.

WHEREAS, Village Partners Ventures, LLC ("Applicant") has submitted development applications for Conditional Use Permit No. 1155 and Commission Review and Approval No. 933 to construct a mixed use project with 700 dwelling units and a total of 84,106 square-feet of commercial floor area on approximately 11.15 acres located at the southwest corner of Orange Street and Redlands Boulevard (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000); and

WHEREAS, the Applicant has submitted development applications for Conditional Use Permit No. 1156 and Commission Review and Approval No. 934 to construct a 14,500 square-foot retail building with drive-through pharmacy window located at the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000); and

WHEREAS, the Applicant has submitted an application for Tentative Tract Map No. 20425 to merge and subdivide a total of approximately 12.25 acres for development purposes, plus condominium airspace units; and

WHEREAS, the above-referenced applications filed with the City of Redlands are referred to hereinafter as the "Project" and "Project Entitlements;" and

WHEREAS, the Planning Commission has reviewed the Project, and found the Project to be consistent with the 2035 General Plan including the central organizing strategy of the "Transit Village Concept" to permit the development of high-density residential and non-residential users within walking distance of Metrolink stations to reduce vehicular usage, improve air quality and provide health benefits, and provide economic development opportunities; and

WHEREAS, the Planning Commission has reviewed the Project, found the Project to be consistent with the City's 2021-2029 Housing Element, and that the proposed mixed use Project will provide up to 700 dwelling units that will result in more housing opportunities in Redlands; and

WHEREAS, the proposed land uses are conditionally permitted in the C-3, General Commercial zoning district (subject to approval of a Conditional Use Permit) wherein the Project site is located; and

WHEREAS, redevelopment of the vacant Redlands Mall properties will result in up to approximately 84,106 square-feet of new retail, commercial, restaurant, and office uses in the core of Downtown Redlands, will generate new property taxes and sales taxes for the City, will result in new business license fees and other fees for the City's General Fund, and will provide and encourage other economic development benefits for the larger community; and

WHEREAS, on April 12, 2022, the Planning Commission held a public hearing at the City Council Chambers on at a regularly scheduled meeting, notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Government Code and Redlands Municipal Code, considered the proposed Project and related entitlement applications, and considered the testimony and other public comments submitted by members of the public; and,

WHEREAS, on April 29, 2022, notice of the public hearing before the City Council and the Planning Commission for the proposed Project and related entitlement applications, and notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Government Code and Redlands Municipal Code; and

WHEREAS, on May 10, 2022, the Planning Commission held a public hearing at the City Council Chambers, considered the proposed Project and related entitlement applications, and considered the testimony and other public comments submitted by members of the public, and made a recommendation to the City Council; and

WHEREAS, on May 10, 2022, the City Council held a public hearing at the City Council Chambers, and determined that approval of the proposed Project 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. Compliance with the California Environmental Quality Act. In accordance with City Council Resolution No. 8337, the Sustainable Communities Environmental Assessment prepared for the project has been adopted in compliance with the California Environmental Quality Act.

Section 2. Determination of General Plan Consistency. The Project is consistent with the existing General Plan land use designation as 'Commercial' and applicable policies for the 11.15 acres located at the southwest corner of Orange Street and Redlands Boulevard. The mixed use Project will satisfactorily implement the Transit Villages Concept and strategy in the 2035 General Plan to the extent feasible. Upon approval of General Plan Amendment No. 142 to the 'Commercial' land use designation for approximately 1.1 acres located at the southeast corner of West Citrus Avenue and Eureka Street (shown in Exhibit "A" attached hereto), the proposed single-tenant retail use will be consistent.

Section 3. Findings for Approval of Conditional Use Permit No. 1155. The proposed Conditional Use Permit No. 1155 is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department (Exhibit "A"), Municipal Utilities and Engineering Department (Exhibit "B"), and Fire Department (Exhibit "C") attached hereto:

1. That the proposed development will not adversely affect the applicable land use plans

of the city.

The Project will be consistent with numerous Principles and Actions in the 2035 General Plan (see list attached to staff report). A primary strategy of the 2035 General Plan is to encourage more transit-oriented and mixed use developments in close proximity to the three future train stations in the core areas of Redlands, known as the Transit Village Concept. The Transit Village concept and strategy emphasizes a mix of complementary and mutually-supportive land uses (such as higher-density multifamily residential uses with retail, restaurant, office, and similar commercial uses) in conjunction with a higher density/intensity of uses around the train stations including the Downtown station located 650 feet to the north of the Project site. The General Plan calls for more high-density residential units to be constructed in the downtown area and around the train stations, and this proposed project will introduce appropriate new dwelling units to the downtown area.

2. That the proposed development will not be detrimental to the public health, safety and welfare.

The Project will not be detrimental to the public health, safety and welfare. The 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 conceptual site plan indicates vehicular access will be provided by a new extension of West State Street (to the west of Orange Street) to connect to a new extension of Third Street. The proposed new street extensions will result in a street grid similar to that which existed prior to construction of the Redlands Mall in the mid-1970s, which will result in shorter block lengths that are more convenient to pedestrians and pedestrian-oriented design. There will be no anticipated conflicts or hazards in terms of vehicle traffic or pedestrians traveling along Orange Street, Redlands Boulevard, Eureka Street, Citrus Avenue, 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 Project 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 Commercial, and the C-3 zoning permits mixed uses (residential combined with commercial uses) 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 C-3, General Commercial zone and applicable design and development standards.

4. That the proposed development is appropriate at the proposed location.

The Project location for the mixed use development is within 500 to 1,200 feet (less than one-quarter mile) of the downtown train station including the Metrolink and Arrow train

platforms, and is consistent with the Transit Village Concept in the 2035 General Plan. The existing C-3, General Commercial zoning designation permits residential uses combined with commercial uses (retail, restaurant, and office) subject to approval of a Conditional Use Permit. The proposed site plan includes extensions of West State Street and Third Street similar to the historical street pattern prior to the Mall's development, and will enable multiple means of multi-modal transportation including direct pedestrian access to the downtown train platforms. The proposed floor plans of the new building (e.g., with commercial uses on ground floors and residential uses on upper and ground floors) are appropriate for the mix of land uses. A primary strategy of the 2035 General Plan (adopted in December 2017) is to encourage more transit-oriented development in close proximity to the three train stations in the core areas of Redlands, rather than continuing the pattern of subdivisions and sprawling development around the periphery of the city. This strategy is referred to as the "Transit Village Concept" in Chapter 4, Livable Community. The Transit Village Concept emphasizes mixing of land uses (such as residential with retail, restaurant, office, and similar commercial uses) and higher density/intensity of uses around the train stations for the intended purposes of supporting transit use, enhancing walkability and pedestrian orientation around the station areas, and discouraging use of automobiles within the pedestrian-friendly station areas and downtown. The concept for the Project, that of a mixed use project and pedestrian-friendly design, is consistent with numerous Policies and Actions contained in the 2035 General Plan which envisions compact and infill development around the downtown train station in Redlands.

Section 4. Findings for Approval of Commission Review and Approval No. 933. The proposed Commission Review and Approval No. 933 is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department (Exhibit "A"), Municipal Utilities and Engineering Department (Exhibit "B"), and Fire Department (Exhibit "C") attached hereto:

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 Project site is approximately 11.15 acres in size and meets the requirements of the C-3, General Commercial zone for the construction of five mixed use buildings including the required building setbacks, public and private landscape areas, required on-site parking, and other required site improvements. The Project, with a total of 700 dwelling units (i.e., a combined total of approximately one million square-feet for residential uses and amenities) and a total of 84,106 square-feet for commercial space, is consistent with the current General Plan designation for the site and the immediate surroundings. Surrounding and nearby properties have existing uses which include many downtown businesses (retail, restaurants, offices, personal services, medical and dental services, etc.), a movie theatre, a Post Office, Police Annex, Smiley Library, public parks, Redlands Civic Center, public utility building, CVS Pharmacy (proposed to be relocated across West Citrus Avenue), downtown train station, and a variety of entertainment and cultural amenities.

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 for the proposed mixed uses 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 will be consistent with the 2035 General Plan, Figure 5-5 (Roadway Classification), in that Redlands Boulevard along the project site's northerly frontage is designated a "Boulevard," West Citrus Avenue along the project site's south frontage is designated as a "Major Arterial," Orange Street and Eureka Street are designated as "Minor Arterial," and State Street and Third Street are designated as "Local Roads." The proposed mixed use project will ultimately generate slightly more vehicle traffic than the prior Redlands Mall (multi-tenant retail uses), and the existing and proposed street network will be adequate to serve the proposed use.

The environmental document (Sustainable Communities Environmental Assessment) prepared for the Project has fully analyzed potential environmental impacts, and all potential effects are either considered less than significant or can be mitigated to a less than significant level, ensuring that there will not be any significant detrimental effects to public health, safety, or welfare. The Project will provide pedestrian, bicycle, and motor vehicle access as required by the General Plan or the Redlands Municipal Code. All required vehicle parking will be provided entirely on private property (subterranean parking garages and one above-ground parking structure) and will meet the requirements of the Redlands Municipal Code, with access to Redlands Boulevard, Eureka Street, and Orange Street.

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 imposed on the Project are adequate to protect the public health, safety and general welfare. The project will also comply with development and design standards and the applicable provisions of the Redlands Municipal Code.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 10th day of May, 2022.

Paul T. Barich, 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 10th day of May, 2022.

AYES: Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICES DEPARTMENT
(CUP No. 1155 & CRA No. 933)

Planning Division

1. This permit/approval for Conditional Use Permit No. 1155 and Commission Review & Approval No. 933 is issued for the "State Street Village" project generally described as the following:
   a. Five (5) multistory buildings consisting of four (4) mixed use buildings and one (1) residential building with private amenities for the project's residents;
   b. Up to seven hundred (700) multifamily dwelling units, to include apartments and condominiums;
   c. Up to 10,000 square-feet of floor area for commercial/office uses on the upper floors of Building 2 (such as professional, administrative, financial, medical, and similar administrative and professional uses as listed in the Transit Villages Specific Plan for the Village Center district);
   d. Up to 74,106 square-feet of floor area for retail and commercial uses including on-site alcoholic beverage sales for bone-fide restaurants (to include retail stores, quick-serve and sit-down restaurants, personal services, retail commercial services for consumers, professional office uses, and similar retail/commercial uses);
   e. Common recreational open space (privately-owned with private access) both indoors and outdoors for use by the project's residents and residential guests;
   f. Public open space (privately-owned and available for the general public's use) in the form of pedestrian walkways and paseos, outdoor seating and dining areas, planters and landscape areas, central public plaza (note: see Condition No. 19), and other pedestrian amenities typical in a pedestrian-oriented and transit-oriented development;
   g. New extension of West State Street (from Orange Street to Third Street), and new extension of Third Street (from Redlands Boulevard to Citrus Avenue);
   h. Frontage and street improvements in accordance with the civil engineering plans;
   i. Construction phasing shall be consistent with the Phasing Plan submitted by the Applicant and attached to this Resolution.

2. This permit/approval for a Conditional Use Permit and Commission Review & Approval shall automatically expire 24 months after the approval date (will expire on May 10, 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 Sections 18.12.140 and 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 year extension of time; provided, however, that the total number of extensions shall not exceed three (3).

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 May 4, 2022 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions.

    a. Prior to approval and issuance of any building permit(s) for each phase, Developer shall submit building plans, elevations, landscape plans, and architectural details (including exhibits and graphics) for informational review by the Planning Commission for each phase/building and the plaza.
    **Added by Planning Commission 5/10/2022.*

7. Prior to issuance of any building or engineering permits for any building or phase of the mixed use development project, a Notice of Land Use Restrictions and Conditions (on a form provided and approved by the City) shall be recorded on all current and future Assessor's Parcel Number(s) for the subject property.

8. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code.

9. 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.

10. 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.

11. 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.

12. *Deleted by Planning Commission 5/10/2022.*

13. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

14. 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.

15. 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. Parallel (or 0-degree) parking spaces (within the Building 4 subterranean garage and on-street parking) shall be a minimum of 8'0" in width and 24'0" in length. 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 new 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.

16. 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.

17. Developer shall provide off-street loading area(s) for the project, including the number of spaces (or equivalent area), dimensions, paving, striping, location, and access, as required by Redlands Municipal Code Section 18.164.340. Minimum required dimensions are not less than: ten feet (10') in width; twenty feet (20') in length; and fourteen feet (14') in height without overhead obstruction from buildings, street trees, or other structures.

18. Prior to issuance of a building permit, Developer shall submit final exterior building material(s) and color scheme for review and approval by the Development Services Director 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.

19. *Deleted by Planning Commission 5/10/2022.*

20. Prior to issuance of a building permit for a building or phase, Developer shall submit landscape and irrigation construction plans for the building, site, or phase. Approved preliminary landscape plans (for shrubs and groundcovers) are conceptual and not adequate for construction, and require a greater level of detail and a precise planting plan prior to construction permit issuance. 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 (i.e., to remove visual obstructions such as trees within a driver's line of sight toward oncoming traffic) or corner intersections; avoiding excessive use of decorative rock, gravel, or wood chips as a substitute for organic groundcover; and avoid creating the appearance of any "green wall" (e.g., *Ligustrum texanum* (columnar), *Prunus caroliniana*, etc.) that provides continuous opaque screening more than 5'0" high around the site perimeter or street-side planters of the project site.

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. 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.

22. 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.

23. Transformer cabinets and commercial gas meters shall not be located within required setbacks and/or adjacent to public streets, 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 (i.e., 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.

24. 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.

25. 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).

26. Interior parking structures shall provide uniform illumination at a minimum level of two (2.0) foot-candles average maintained across the horizontal surface shall be provided inside each parking structure/garage, and a minimum of one (1.0) foot-candle for exterior parking areas. Higher levels are recommended for remote areas subject to security problems (e.g., stairways, elevators, and other pedestrian access points). For energy conservation, motion sensor devices may be utilized to automatically dim and brighten the lighting (e.g., 50%).

27. 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.

28. 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.

29. 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.

30. Telecommunications and television equipment or satellite dishes shall not be located on the exterior of any building (including but not limited to balconies, patios, exterior railings, rooflines, etc.). Dwelling units shall be internally wired for all available utility and telecommunications services, with service devices, panels, or meters located within a centralized equipment room. The equipment room(s) in each building shall be fully enclosed and incorporated into the overall architectural design of the building(s). Any satellite dishes/receivers shall only be located on the roof and shall be completely screened from public view on all sides.

31. Where any public sidewalks are adjacent to slopes or parkways with slopes (e.g., downslopes), a 6" concrete curb may be required to be constructed with the sidewalk. Hand railings or guard rails should be avoided, if feasible. Prior to permit issuance, Developer shall identify any areas with slopes and parkways on the civil plans and identify construction of a 6" concrete curb as-needed (such as the southeast corner of the project site abutting Citrus Avenue).

32. The project site shall be kept in a weed and dust free condition throughout all periods of construction.

33. 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 Development Services Director or designee, and may be modified by the City after approval to mitigate any unanticipated impacts or public nuisance conditions.

34. 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.

35. Prior to issuance of a Certificate of Occupancy for a building or phase, Developer shall remove all construction materials and vehicles from the subject property.

36. 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.

37. Commercial Parking: All commercial parking for the retail, restaurant, office, and commercial components of the mixed use project (a total of 274 spaces required based on square-footage) are located in the above-ground parking structure within Building 2 located at the southwest corner of Redlands Boulevard and Orange Street. Prior to issuance of a building permit, Developer shall prepare and submit a Parking Management Plan for review and approval by the Development Services Director.

38. Residential Tenant Parking: All required residential tenant parking for the residential components of the mixed use project (a total of 700 spaces required, and 777 provided) shall be provided in each building to serve the total dwelling units within that building. Building 1 requires 392 resident spaces (and 394 provided in the subterranean garage), Building 2 requires 140 resident spaces (and 140 provided in the parking structure), Building 3 requires 21 resident spaces (and 21 provided in the subterranean garage), Building 4-A requires 103 resident spaces and Building 4-B requires 114 resident spaces (and a total of 222 spaces provided in the shared subterranean garage).

    a. A Residential Parking Plan shall be required for the project, and shall be subject to review and approval by the Development Services Director or designee. The Residential Parking Plan may be modified after approval by the City to mitigate any unanticipated impacts or public nuisance conditions. The on-site Property Manager or property management company shall be responsible for monitoring and enforcing the parking management plan.
    b. All residential tenant parking spaces shall be located in the same building in which the assigned dwelling unit is located.
    c. All residential tenant parking spaces shall be designated and reserved for the unit to which it is assigned (1.0 space per D.U. for units up to 999 square-feet in size, 1.5 spaces per D.U. for units between 1,000 to 1,499 square-feet in size, and 1.0 space per live/work unit up to 1,499 square-feet in size), and in accordance with the approved Residential Parking Plan for the project.
    d. For rental apartments, the owner or management company shall be required to rent or charge a separate fee for the parking space(s) assigned to each dwelling unit in the applicable lease (i.e., "unbundled" parking), for the purpose of reducing unnecessary automobile ownership and reducing motor vehicle trips in a transit-oriented

development. Condominium (ownership) units shall not be subject to the unbundling provision.

39. Residential Guest Parking: All residential Guest parking for the residential components of the mixed use project (a total of 175 spaces required, and 175 provided) are provided in the above-ground parking structure within Building 2 located at the southwest corner of Redlands Boulevard and Orange Street. As such, Building 2 shall be required to provide and maintain in good condition all required residential Guest parking for all other owners and tenants located within Buildings 1, 2, 3, 4-A and 4-B (i.e., the mixed use development).

    a. All residential Guest parking spaces shall be available on a first-come, first-serve basis, and the owner shall not designate, reserve, stripe, sign, or otherwise restrict residential Guest parking spaces for individual residential or commercial tenants. All residential Guest parking spaces shall remain equally open and available to all residential guests, visitors, and others.
    b. The owner or management company shall not rent or charge a separate fee for residential Guest parking spaces.
    c. In accordance with Section 18.92.080(B) of the Redlands Municipal Code, up to 100% of the residential Guest parking spaces may be shared for joint use with all commercial tenants within the mixed use development.

40. On-Street Parking: All on-street parking (either on public or private streets) shall be available on a first-come, first-serve basis, and the owner shall not designate, reserve, stripe, sign, or otherwise restrict on-street parking spaces for any individual residential or commercial tenant. The owner or management company shall be responsible for maintaining, repairing, or improving any privately-owned on-street spaces (i.e., along West State Street and Third Street extensions within the mixed use development).

41. Loading Zones: A minimum of the following shall be required for each new building based on commercial square-footage (per building) and RMC Chapter 18.164, Article IV, and precise location to be finalized in Plan Check prior to issuance of construction permits:

    a. Building No. 1 with two (2) designated loading zones, which shall be placed along the Third Street frontage, Citrus Avenue frontage, and/or Eureka Street frontage.
    b. Building No. 2 with two (2) designated loading zones, which shall be placed along the West State Street frontage, on the Orange Street frontage, and/or along the Redlands Blvd. frontage. If re-striping of Orange Street to one southbound lane cannot be accommodated, then no Loading Zone shall be placed on Orange Street, and an alternative location shall be provided.
    c. Building No. 3 is not required to provide any commercial loading zones.
    d. Building No. 4-A with one (1) designated loading zone, which shall be placed along the Citrus Avenue frontage and/or the West State Street frontage.
    e. Building No. 4-B with one (1) designated loading zone, which shall be placed along the Citrus Avenue frontage and/or the West State Street frontage. If re-striping of

Orange Street to one southbound lane cannot be accommodated, then no Loading Zone shall be placed on Orange Street, and an alternative location shall be provided.

f. Minimum required Loading Zone dimensions are not less than: ten feet (10') in width; twenty feet (20') in length; and fourteen feet (14') in height without overhead obstruction from buildings, street trees, or other structures.

g. Commercial loading and unloading activities for Buildings 1, 2, 4-A and 4-B shall be limited to the hours of 7:00 A.M. to 10:00 P.M. on weekdays, and 7:00 A.M. to 10:00 P.M. on weekends and holidays.

42. Prior to issuance of off-site improvements for West Citrus Avenue, the proposed median relocation in West Citrus Avenue (for purposes of implementing Complete Streets concepts to include bicycle and pedestrian network connectivity) and design and improvements shall be coordinated with the Development Services, Municipal Utilities & Engineering, and Facilities & Community Services departments.

a. A pedestrian crosswalk including ADA-accessibility shall be installed to align with the Third Street extension within the State Street Village development and shall include: pavement markings, flashing safety lighting, in-pavement LED lighting, signs, and other improvements as required by the City Engineer.

b. A pedestrian deterrent (e.g., decorative fence or plantings) may be installed within the median for pedestrian and traffic safety.

c. Prior to issuance of a street improvement permit for West Citrus Avenue, the planting plan shall be coordinated with the Facilities & Community Services Department to ensure a consistent street theme and aesthetic appearance with other City streets to the extent practicable.

43. Loading and unloading of household goods: The loading/unloading of household goods or materials for the residential units (e.g., including but not limited to furniture, appliances, construction materials, and other large items) that takes place within any public or private street, shall be limited to the hours of 7:00 A.M. to 10:00 P.M. on weekdays, and 7:00 A.M. to 10:00 P.M. on weekends and holidays.

44. Noise Notification: As a required element of lease disclosures to potential tenants, residents of the mixed use development project shall be notified in writing that they will be living in an urban area and within a commercial land use district (i.e., a downtown business district and/or near a train station), and that the intermittent and ambient noise levels may be higher than a purely residential neighborhood due to nearby business activities, pedestrian activities, special events, motor vehicle traffic, Metrolink and Arrow trains operating at the nearby train station, public services (by City of Redlands or others), and various other noise sources that may not be known at the present time. The commercial noise-generating sources and activities shall have the right to continue operating in accordance with the City's Noise Ordinance regulations applicable in a commercial zone (see RMC Chapter 8.06, including Sections 8.06.070 and 8.06.080). The signature of the residents shall confirm receipt and understanding of this information.

45. Prior to issuance of any buildings permits for any building, the Developer shall prepare and submit a Trash Management Plan for the mixed use development. The plan shall provide estimates of trash generation for both residential and commercial uses, estimates for the numbers and sizes of containers and facilities, schedule for City services, pertinent instructions for on-site maintenance staff (e.g., bins and containers shall not be placed on public streets and left unattended outdoors for more than two hours before or after trash service pick-up, bins and containers shall not be placed or staged in a manner that obstructs any vehicle travel lanes, etc.), and other necessary information as required by the City. The plan shall be subject to review and approval by the Facilities & Community Services Department and the Development Services Department, and may be modified by the City after approval to mitigate any unanticipated impacts or public nuisance conditions.

    a. Each building and building pad shall be designed to accommodate all necessary refuse storage rooms, bins and containers, hallways, access paths, and other structural elements to be completely enclosed and internal to the building. Refuse and recycling storage rooms and all bins or containers shall be completely screened from view from any streets (when not placed outdoors for scheduled pick-up and hauling).

46. Bus Stop: Prior to issuance of any building or engineering (site improvement) permits, Developer shall coordinate placement of the bus stop on the new Site Plan (i.e., new or relocated bus stop location along Redlands Boulevard abutting the project site), in accordance with RMC Section 18.224.020(F).

    a. Omnitrans stated the existing downtown bus stop (hub for three bus routes) is likely to be relocated further to the west (e.g., westerly of the Third Street intersection or possibly nearer the Eureka Street intersection) to avoid potential conflicts of traffic movements created by the construction of Building 2 and two new access driveways on Redlands Boulevard immediately adjacent to the existing bus stop. Developer shall coordinate placement of the relocated bus stop on the new Site Plan in cooperation with Omnitrans and the City, and Developer shall construct the necessary improvements including but not limited to concrete boarding area and sidewalk (e.g., sidewalk shall be a minimum of 10'0" in depth from the curb to accommodate bus shelter, and minimum of 25'0" in length).

    b. Developer shall purchase one (1) Omnitrans Premium Shelter manufactured by Tolar Mfg. Co., 17 feet in length with a solar e-sign for real-time bus arrival information (or an equivalent approved by the City in consultation with Omnitrans) for delivery to Omnitrans. Omnitrans will be responsible for installing the new shelter at the final location.

47. 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. A bicycle storage room within each mixed use building (or one building if multiple buildings are connected internally) or multifamily residential building providing the required facilities will satisfy this requirement. Exterior

bicycle racks shall also be required for visitors. Plans submitted to Plan Check shall include information and specifications to verify this requirement has been met.

48. If any bollards or similar devices are used along street frontages for pedestrian safety (e.g., plaza area, West State Street extension), then bollards or the equivalent shall be decorative and subject to review and approval by the Development Services Director or designee in Plan Check prior to permit issuance. If any steel bollards or pour-in-place bollards are installed, they shall only be installed for protecting utility devices (e.g., transformers above-ground) and shall be painted a dark color (e.g., dark green, brown, or black) to blend with surrounding landscape screening.

49. 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.

50. A Sign Program shall be required for the commercial portions of the project with a multi-tenant mixed use building (e.g., for commercial tenants of Buildings 1, 2, 4-A and 4-B). The Sign Program shall specify the types of permitted signs, development standards for different types of allowable signs (e.g., location, placement, dimensions, sign area, text or lettering, graphics or images, colors, illumination, installation methods, etc.), provide appropriate formulas and calculations, provide sign area allotment for each tenant space, and provide a review checklist for use by future commercial tenants.

Subdivision Conditions

51. This Vesting Tentative Tract Map No. 20425 authorizes the subdivision of a total of approximately 12.24 acres as follows: approximately 11.15 acres located on the Redlands Mall site subdivided into seven (7) lots for development purposes plus condominium dwelling units located at the southwest corner of Redlands Boulevard and Orange Street; and approximately 1.1 acres located at the southeast corner of Citrus Avenue and Eureka Street subdivided into one (1) new commercial lot for a new retail store.

52. This Vesting Tentative Subdivision Map shall automatically expire 36 months after the approval date for the project, unless Developer has diligently developed the proposed project, as shown by the recordation of a Final Map with the San Bernardino County Recorder's Office. This Vesting Tentative Subdivision Map is approved for phases, and filing of multiple Final Maps may extend the expiration in accordance with the applicable provisions of the Subdivision Map Act.

53. This permit/approval is granted for the plans dated April 4, 2022 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions.

54. The Final Tract Map(s) shall comply with the Subdivision Map Act and the Redlands Municipal Code (RMC).

55. The Final Tract Map(s) shall be in substantial conformance with the Vesting Tentative Tract Map and plans submitted by the applicant and placed on file in the office of the Planning Division.

56. This permit or approval may be modified or revoked by the City should it be determined that the proposed use as permitted by this approval 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.

57. 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 provisions of Redlands Municipal Code 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.

58. Residential condominium construction or future condominium conversions shall comply with the requirements of Chapter 18.156, Article IV (Condominiums and Condominium Conversions), of the Redlands Municipal Code. Such requirements include but are not limited to:

    a. Wall and floor-ceiling assemblies shall conform to the sound insulation performance criteria promulgated in title 25, California Administrative Code, section 1092, or its successor.
    b. The consumption of gas and electricity within each dwelling unit shall be separately metered so that the unit owner can be separately billed for each utility. A water shutoff valve shall be provided for each unit.
    c. All permanent mechanical equipment, including domestic appliances, which is determined by the building official to be a source or potential source of vibration or noise, shall be shock mounted, isolated from the floor and ceiling, or otherwise installed in a manner approved by the building official to lessen the transmission of vibration and noise.
    d. The anchorages of the permanent mechanical equipment are to be designed to resist the lateral seismic forces, as required by the current edition of the uniform building code. Failure of the city to identify potential sources of vibration on the approval of a specific vibration system does not prevent the city from subsequently requiring additional modification to the mechanical equipment to prevent vibration or noise from being detected in other condominium dwelling units.
    e. The proposed condominium project shall comply with all requirements of building, fire and housing codes, zoning provisions, and other applicable regulations in effect at the time of the application.

59. Noise Notification and Signage and Marketing Requirements: As a required element of disclosure to potential condominium purchasers, potential buyers within the mixed use

development project shall be notified in writing that they will be living in an urban area and within a commercial land use district (i.e., a downtown business district and/or near a train station), and that the intermittent and ambient noise levels may be higher than a purely residential neighborhood due to nearby business activities, pedestrian activities, special events, motor vehicle traffic, Metrolink and Arrow trains operating at the nearby train station, public services (by City of Redlands or others), and various other noise sources that may not be known at the present time. The commercial noise-generating sources and activities shall have the right to continue operating in accordance with the City's Noise Ordinance regulations applicable in a commercial zone (see RMC Chapter 8.06, including Sections 8.06.070 and 8.06.080). Signage and Marketing Requirements shall be performed consistent with the regulations contained in RMC Chapter 17.28 (specifically, Sections 17.28.030 and 17.28.050) to advise buyers of the existing commercial zoning and noise environment.

60. Any application(s) for an extension of time of the above expiration date shall be filed with the Planning Division not less than 90 days prior to the expiration date and shall comply with Title 17 (Subdivision Regulations) of the Redlands Municipal Code. Upon application by the subdivider prior to the expiration of the approved or conditionally approved tentative map, the tentative map shall be automatically extended in accordance with the Subdivision Map Act.

61. Prior to Final Tract Map clearance, the applicant shall submit one (1) copy of each of the final Articles of Incorporation, Bylaws of the Homeowners' Association, and Declaration of Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division for review and approval. After recordation of the final CC&Rs, two (2) copies of said recorded CC&Rs shall be submitted to the Planning Division.

62. The applicant shall include the following within the CC&Rs:

    a. The CC&Rs shall identify that all sewer lines connecting each unit to the existing public sewers are privately owned, maintained, and operated by the Homeowners' Association.

    b. The CC&Rs shall designate that it is the responsibility of the Homeowners' Association to obtain appropriate waste containers to facilitate recycling and to instruct tenants and owners on how to participate in the City's recycling program.

    c. The establishment of reserves for common area maintenance and repairs shall be provided.

    d. Each condominium dwelling unit shall be provided a minimum of one (1) parking space for units up to 999 square-feet, one and one-half (1.5) parking spaces for units between 1,000 to 1,499 square-feet, and two (2) parking spaces for each unit of 1,500 square-feet or greater. Each parking space shall be located in a fully enclosed garage or parking structure. These residential tenant parking spaces shall be permanently and irrevocably assigned to particular units within the project. In addition, one-half (0.5) open guest

parking spaces for each condominium dwelling unit shall be provided (and shall be located either on-site in the parking garage for the same building within which the dwelling unit is located, or within the Building 2 parking structure at the southwest corner of Redlands Boulevard and Orange Street).

e. The CC&Rs shall prohibit the storage or parking of trailers, boats, mobile homes, recreational vehicles, and inoperable vehicles.

f. Any amendments to the CC&Rs, which would affect the parking facilities, common areas, waste recycling, or which would alter the description of land and improvements or maintenance reserve accounts governed by said CC&Rs shall first require the written approval of the City of Redlands.

g. The condominium units shall be constructed and maintained in accordance with the development standards contained in Chapter 18.156 of the Redlands Municipal Code, Article IV (Condominiums and Condominium Conversions), if applicable.

h. The CC&Rs shall designate that any required guest parking spaces shall be owned, maintained, and operated by the Homeowners' Association.

63. Prior to Tract Map clearance, the applicant must obtain a building permit showing occupancy to be condominiums for the applicable dwelling units.

SCEA Mitigation Measures (MM), Project Design Features (PDF), and/or Existing Plans, Programs, Policies (PPP):

64. PDF AQ-1: Tier III Equipment. Project construction will utilize equipment during demolition, grading, and site preparation phases that equal or exceed Environmental Protection Agency (EPA) and California Air Resource Board (CARB) Tier III engine emissions standards.

65. PPP AQ-1: Rule 403. All applicable measures included in Rule 403, shall be incorporated into Project plans and specifications as implementation of Rule 403, which include but are not limited to:

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three (3) times daily during dry weather. Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.

66. PPP AQ-2: Rule 1113. The following measures shall be incorporated into Project plans and specifications as implementation of SCAQMD Rule 1113 (2):

- Only "Low-Volatile Organic Compounds (VOC)" paints (no more than 50 gram/liter of VOC) consistent with SCAQMD Rule 1113 shall be used.

67. PPP AQ-3: Rule 445. The following measures shall be incorporated into Project plans and specifications as implementation of SCAQMD Rule 445 (3):

- Rule 445 prohibits the use of wood burning stoves and fireplaces in new developments.

68. MM BIO-1: Pre-construction Nesting Bird Survey. Construction plans and Project specifications shall state that if construction or other Project activities are scheduled to occur during the bird breeding season (February through August for raptors and March through August for most migratory bird species), a pre-construction nesting bird survey shall be conducted by a qualified 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 area and adjacent areas where proposed Project activities have the potential to affect active nests, either directly or indirectly due to construction activity or noise. If an active nest is identified, a qualified biologist shall establish an appropriate disturbance limit buffer around the nest using flagging or staking. Construction activities shall not occur within any disturbance limit buffer zones until the nest is deemed inactive by the qualified biologist.

69. MM CUL-1: Archaeological Monitoring. The Applicant shall retain a qualified archaeologist to perform archaeological monitoring and the archaeologist shall be present during initial ground-disturbing activities (e.g., site preparation, demolition of historic structures, and grading up to ten feet below surface) to identify and assess any known or suspected archaeological and/or cultural resource. The qualified archaeologist shall develop a Cultural Resources Management Plan to address the details, timing, and responsibility of all archaeological and cultural resource activities that occur on the Project site. The plan shall include a scope of work, project grading and development scheduling, pre-construction meeting (with consultants, contractors, and monitors), a monitoring schedule during all initial ground-disturbance related activities, safety requirements, and protocols to follow in the event of previously unknown cultural resources discoveries that could be subject to a cultural resources evaluation. The plan shall be submitted to the City and the Consulting Tribe(s) for review and comment, prior to final approval by the City. The Monitoring and Treatment Plan shall incorporate the components described in Mitigation Measure TCR-1.

70. PPP GEO-1: California Building Code. The Project is required to comply with the California Building Code as included in the City's Municipal Code Chapter 15.04 to preclude significant adverse effects associated with seismic hazards. California Building Code related and geologist and/or civil engineer specifications for the Project are required to be incorporated into grading plans and specifications as a condition of Project approval.

71. MM PAL-1: Paleontological Resources. Prior to the issuance of the first grading permit, the applicant shall provide a letter to the City of Redlands Planning Department, or designee, from a paleontologist selected from the roll of qualified paleontologists maintained by the County, stating that the paleontologist has been retained to provide services for the project. The paleontologist shall develop a Paleontological Resources Impact Mitigation Plan (PRIMP) to mitigate the potential impacts to unknown buried paleontological resources that may exist onsite for the review and approval by the City. The PRIMP shall require that the paleontologist be present at the pre-grading conference to establish procedures for paleontological resource surveillance. The PRIMP shall also require paleontological monitoring for ground disturbing activities greater than five feet in depth within native soil, as determined by the Project paleontologist.

In the event paleontological resources are encountered, ground-disturbing activity within 50 feet of the area of the discovery shall cease. The paleontologist shall examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered.

Criteria for discard of specific fossil specimens will be made explicit. If a qualified paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by project planning, then recovery may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction, monitoring work and halting construction if an important fossil needs to be recovered, and/or cleaning, identifying, and cataloging specimens for curation and research purposes. Recovery, salvage and treatment shall be done at the Applicant's expense. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the paleontologist. Resources shall be identified and curated into an established accredited professional repository. The paleontologist shall have a repository agreement in hand prior to initiating recovery of the resource.

72. PPP HAZ-1: California UST Regulations. Underground storage tank (UST) repairs and/or removals will be conducted in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations). Any unauthorized release of hazardous materials will require release reporting, initial abatement, and corrective actions that will be completed with oversight from the Regional Water Quality Control Board, Department of Toxic Substances Control, Riverside County Environmental Health Division, South Coast Air Quality Management District, and/or other regulatory agencies, as necessary. Use of existing USTs will also have to be conducted (i.e., used, maintained and monitored) in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations).

73. PPP WQ-1: Prior to grading permit issuance, the project developer shall have a Stormwater Pollution Prevention Plan (SWPPP) prepared by a QSD (Qualified SWPPP Developer) pursuant to the Municipal Code Chapter 13.54. The SWPPP shall incorporate all necessary Best Management Practices (BMPs) and other City requirements to comply with the

National Pollutant Discharge Elimination System (NPDES) requirements to limit the potential of polluted runoff during construction activities. Project contractors shall be required to ensure compliance with the SWPPP and permit periodic inspection of the construction site by City of Redlands staff or its designee to confirm compliance.

74. PPP WQ-2: Prior to grading permit issuance, the project developer shall have a Water Quality Management Plan (WQMP) approved by the City for implementation. The project shall comply with the City's Municipal Code Section 13.54 and the Municipal Separate Storm Sewer System (MS4) permit requirements in effect for the Regional Water Quality Control Board (RWQCB) at the time of grading permit to control discharges of sediments and other pollutants during operations of the Project.

75. PPP N-1: The Project plans shall state the Project is required to comply with construction hours of operation outlined in Section 8.06.120 of the City's Municipal Code; construction activities shall take place between the hours of 7:00 am and 8:00 pm on weekdays, including Saturdays, with no activity taking place at any time on Sundays or federal holidays. In addition, all motorized equipment used in such activities are required to be equipped with functioning mufflers.

76. PPP PS-1: Schools Development Impact Fees. Prior to issuance of building permit, the Developer shall pay applicable school development impact fees levied by the Redlands Unified School District pursuant to the School Facilities Act (Senate Bill [SB] 50, Stats. 1998, c.407).

77. PPP PS-2: Park Fees. As a Condition of Approval of a tentative map, the Developer shall pay applicable park related fees pursuant to Redlands Municipal Code Chapter 3.32.

78. PPP PS-3: Development Impact Fees. As a standard requirement and included as a Condition of Approval for the Project, and prior to issuance of any building permits for the Project, the Developer shall pay all applicable City of Redlands Development Impact Fees (DIF) pursuant to the Redlands Municipal Code and/or adopted fee schedules.

79. MM TCR-1: The archaeologist shall develop a Cultural Resources Management Plan and include the specifics as to how each Project mitigation measure will be carried out. Any and all cultural documents created as a part of the project (Tribal Cultural Resources Management Plan, Monitoring and Treatment Plans, isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency and disseminated to consulting tribe(s) for review. The Cultural Resource Management Plan shall incorporate:

    a. Project grading and development scheduling. Native American Monitor(s) should attend and be present at the pre-construction meeting to establish communication protocols, cultural sensitivity, and provide information and/or training to construction contractors.

b. A schedule for monitoring during initial ground-disturbing activities (Ground disturbance is defined as any activity that compacts or disturbs the ground within a project area, including: the actual construction activities, permanent easements, temporary construction easements, staging areas for supplies and equipment, and borrow pits. Ground disturbance can also be caused by the use of hand tools, heavy equipment and heavy trucks. Trenching, bulldozing, excavating, scraping, and plowing are typical examples of ground disturbance activities), this may include, but is not limited to, archaeological testing, and data recovery on the Project site, if determined appropriate. The Cultural Resource Management Plan shall include scheduling, safety requirements, and duties, based on the scope of work, and address the Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with the Project Archaeologist.

c. The protocols and stipulations that the Applicant, Native American Tribal Monitor(s), Project Archaeologist, and City of Redlands shall follow in the event that cultural resources, items of Native American cultural patrimony, or tribal cultural resources are inadvertently discovered during the course of Project related ground disturbing activities.

80. MM TCR-2: If significant tribal cultural resources are discovered and avoidance or relocation cannot be ensured, the City shall engage in discussions with the Consulting Tribes to determine the best course of action for preservation of the resource.

81. MM TCR-3: Designated Native American Monitor(s) from the consulting tribe(s), who wish to partake in the monitoring program, shall be present during all initial ground-disturbing activities (Ground disturbance is defined as any activity that compacts or disturbs the ground within a project area, including: the actual construction activities, permanent easements, temporary construction easements, staging areas for supplies and equipment, and borrow pits. Ground disturbance can also be caused by the use of hand tools, heavy equipment and heavy trucks. Trenching, bulldozing, excavating, scraping, and plowing are typical examples of ground disturbance activities), which may include but is not limited to testing, and date recovery if determined appropriate. If initial ground-disturbing activities yield no discoveries of tribal cultural resources, the Consulting Tribe(s) may limit, suspend or terminate monitoring efforts at their discretion. The Monitoring Agreement(s) with the consulting tribe(s) shall be provided to the City of Redlands Development Services Department prior to issuance of any demolition, grading, or construction permits.

82. MM TCR-4: In the event that cultural resources, including historic and pre-contact materials, items of Native American cultural patrimony, or Tribal Cultural Resources are discovered during the course of ground disturbance, the following procedures shall be implemented:

a. All work in the immediate vicinity of the find (within a 50-foot buffer) shall cease and the find shall be assessed by a qualified archaeologist in coordination with the Native American Monitor(s) from the Consulting Tribe(s). Work on the other

portions of the Project, outside of the buffered area, may continue during this assessment period.

b. Notification and information regarding the nature of the find shall be made to the representatives of all consulting tribe(s).

c. Temporary Curation and Storage: During construction, any cultural resources discovered shall be temporarily curated in a secure onsite location, as determined appropriate with consideration of input from consulting tribe(s). The removal of any cultural resources from the Project site shall be thoroughly inventoried and overseen by the Native American Tribal Monitor(s).

d. Treatment and Final Disposition: The land owner(s) shall relinquish ownership of all items of Native American cultural patrimony and tribal cultural resources (including but not limited to sacred items, burial goods, archaeological artifacts, and non-human remains) that may be discovered. The land owner(s) shall relinquish ownership of tribal cultural resources and items of Native American Cultural Patrimony through one or more of the following methods and provide the City of Redlands with evidence of same:

i. Accommodate the process for on-site reburial of the discovered items with the Participating Tribes. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and recordation have been completed. A final report which includes associated State DPR Forms, containing an inventory of the items reburied, along with UTM parameters for the reburial location, shall be completed and provided to the City, the Consulting Tribes and filed with the California Historical Resource Information System (CHRIS).

ii. A curation agreement with an appropriate qualified repository that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists or researchers for further study. The collections and associated records shall be transferred, including title and associated fees, to an appropriate curation facility.

iii. If more than one Native American Tribe or Band is involved with the Project and cannot come to a consensus as to the disposition of tribal cultural resources within one hundred and twenty (120) days from the initial recovery of the items, the cultural resources shall be curated at the San Bernardino County Museum. A curation agreement with an appropriate qualified repository shall be developed between the landowner and museum that legally and physically transfers the collections and associated records to the facility. This agreement shall stipulate the payment of fees necessary for permanent curation of the collections and associated records and the obligation of the Project developer/applicant to pay for those fees.

83. MM TCR-5: Discovery of Human Remains. In the event that human remains are encountered on the Project site, the construction contractor's designated Native American Tribal Monitor shall immediately stop all work within 100 feet of the discovery. The

Developer shall immediately notify the San Bernardino County Coroner, the City of Redlands Police Department, and the City of Redlands Development Services Department. The County Coroner shall be permitted to examine the remains consistent with the requirements of California Code of Regulations (CCR) §15064.5(e). California Health & Safety Code §7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) §5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site.

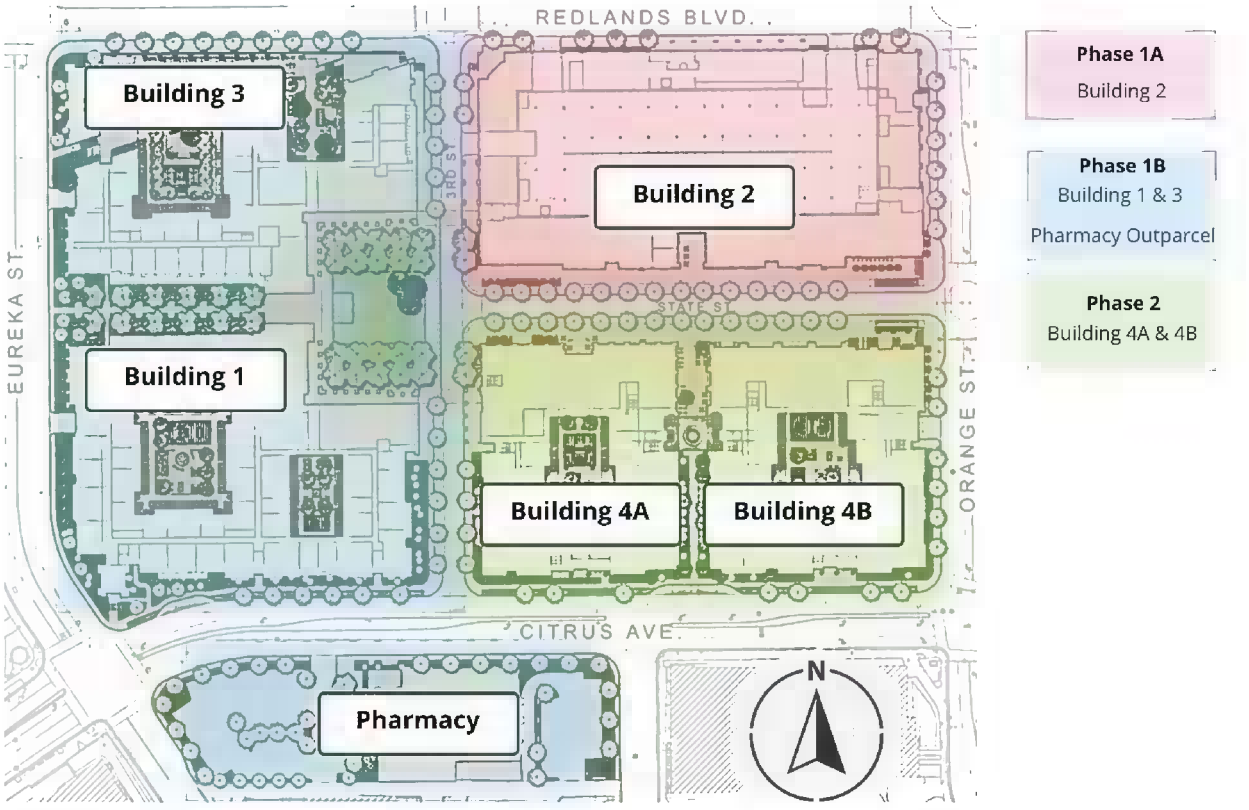
The specific location of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the Project Archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

According to California Health & Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052).

84. The approved Phasing Plan for the project (prepared and submitted by the Applicant) shall be implemented as described on the following two pages.

State Street Village
Phasing Description
Alternative 1

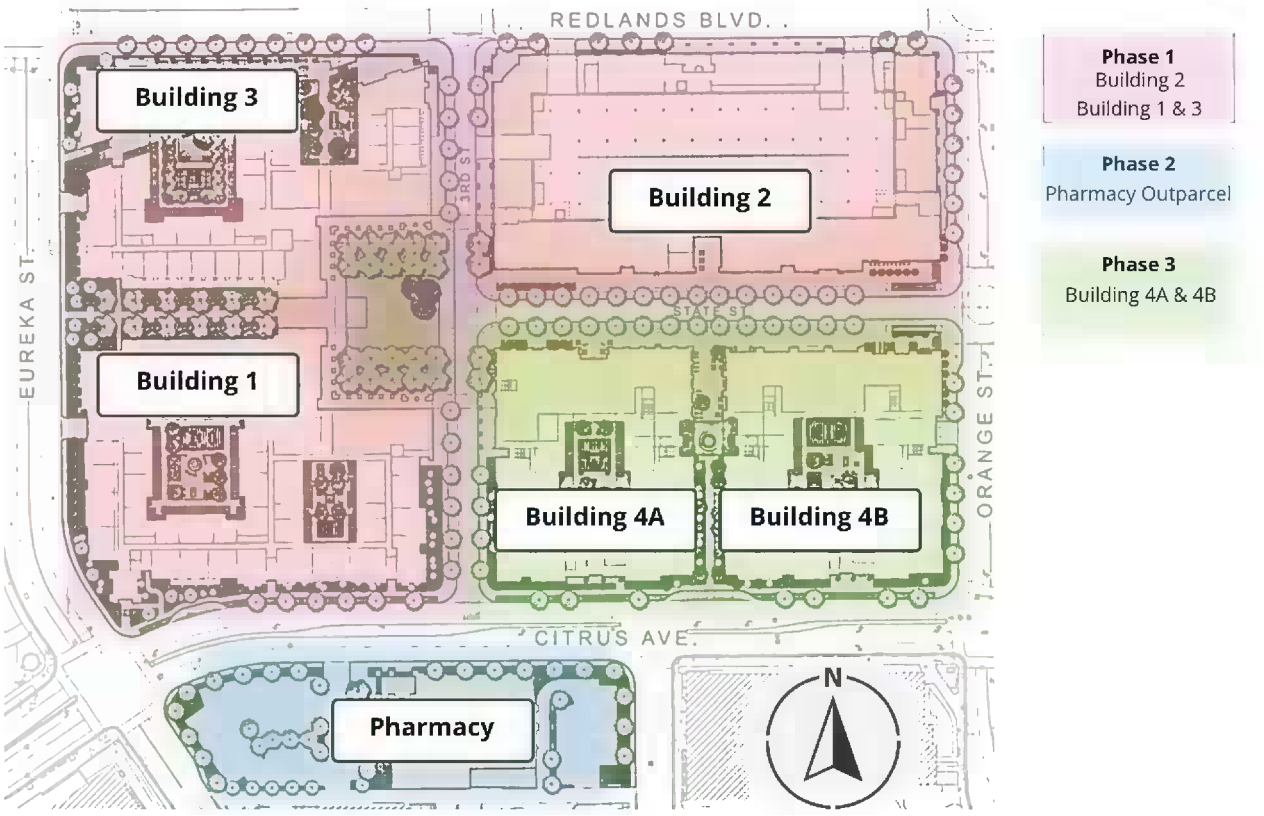
Phase	*Building*	*Residential*	*Non Residential*	*Parking*
Phase 1A	Building 2	134 DU	32,000 SF Retail 12,000 SF Office	686 Parking Spaces
Phase 1B	Building 1, Building 3, and Pharmacy	364 DU	B1: 15,000 SF Retail Pharmacy: 14,500 SF Retail	B1: 415 Parking Spaces Pharmacy: 61 Parking Spaces
Phase 2A	Building 4A & 4B	202 DU	24,000 SF Retail	225 Parking Spaces
TOTALS		700 DU	85,500 SF Retail 12,000 SF Office	1,326 Parking Spaces



[*Staff Note:* In this alternative, with Building 2 constructed first (i.e., five-level parking structure), it will provide all the commercial parking for State Street Village (minimum of 274 spaces) plus the residential guest parking (minimum of 175 spaces).]

State Street Village
Phasing Description
Alternative 2

Phase	*Building*	*Residential*	*Non Residential*	*Parking*
Phase 1	Building 2, Building 1, Building 3	498 DU	B2: 32,000 SF Retail B2: 12,000 SF Office B1: 15,000 SF Retail	B2: 686 Parking Spaces B1: 415 Parking Spaces
Phase 2	Pharmacy	0 DU	Pharmacy: 14,500 SF Retail	Pharmacy: 61 Parking Spaces
Phase 3	Building 4A & 4B	202 DU	24,000 SF Retail	225 Parking Spaces
TOTALS		700 DU	85,500 SF Retail 12,000 SF Office	1,326 Parking Spaces



[*Staff Note:* In this alternative, if B1 and B3 are constructed before B2 (i.e., the parking structure), then the existing parking lot on the south side of Citrus Avenue between Eureka and Fourth Streets shall provide 142 spaces to provide the commercial parking and residential guest parking for B1 and B3 (142 minimum) until the B2 parking structure is available to provide the required residential guest parking and commercial parking for B1 and B3.]

85. Prior to recordation of a Final Map, the Developer shall dedicate to the City a non-exclusive easement(s) for the benefit of the City for purposes of public access across private streets, sidewalks, and paseos to provide access for pedestrians, bicycles, and vehicles (such as commercial customers and employees as well as residential guests). Developer shall be responsible for the maintenance, repair, and replacement of private streets, sidewalks, and paseos within the development.

Building & Safety Division

86. Project shall comply with currently adopted California Building Codes at time of construction document submittal for plan review, including the Building Code (CBC), the California Electrical Code, California Mechanical Code, California Plumbing Code, Building Energy Efficiency Standards (Energy Code), California Green Building Standards Code, and applicable provisions of Title 15 (Buildings and Construction) of the Redlands Municipal Code.

87. Project is located within FEMA Flood zone AO and design will be required to comply with Redlands Municipal Code (RMC) Chapter 15.32.

88. Project shall comply with California Building Code for Building Heights, Area limitations, Fire design features and building separation distances, means of egress, and accessibility.

89. A demolition permit is required for removal of existing structures and supporting infrastructure.

90. An inspection and structural analysis of Zanja Channel Storm Drain along Lots 1, 2 and 6 shall be performed, and any recommended repairs to the existing storm drain and/or design recommendations to structures adjacent to Storm Drain shall incorporated into plan submittal.

91. An analysis by a California registered professional engineer on the changes caused to the floodplain as a result of the water displacement caused by grading and proposed structures.

92. Residential condominium construction or future condominium conversions shall comply with the requirements of Chapter 18.156, Article IV (Condominiums and Condominium Conversions), of the Redlands Municipal Code. Such requirements include but are not limited to:

    a. Wall and floor-ceiling assemblies shall conform to the sound insulation performance criteria promulgated in title 25, California Administrative Code, section 1092, or its successor.

b. The consumption of gas and electricity within each dwelling unit shall be separately metered so that the unit owner can be separately billed for each utility. A water shutoff valve shall be provided for each unit.

c. All permanent mechanical equipment, including domestic appliances, which is determined by the building official to be a source or potential source of vibration or noise, shall be shock mounted, isolated from the floor and ceiling, or otherwise installed in a manner approved by the building official to lessen the transmission of vibration and noise.

d. The anchorages of the permanent mechanical equipment are to be designed to resist the lateral seismic forces, as required by the current edition of the uniform building code. Failure of the city to identify potential sources of vibration on the approval of a specific vibration system does not prevent the city from subsequently requiring additional modification to the mechanical equipment to prevent vibration or noise from being detected in other condominium dwelling units.

e. The proposed condominium project shall comply with all requirements of building, fire and housing codes, zoning provisions, and other applicable regulations in effect at the time of the application.

93. Approved hours for construction activities are: Monday through Friday, 7:00 a.m. to 6:00 p.m.; and Saturday, 7:00 a.m. to 6:00 p.m. No construction is permitted by contractors or subcontractors after hours, on Sundays, or Federal holidays (RMC Chapter 8.06; RMC 8.06.090(F); RMC 8.06.120(G)).

Other City Departments/Divisions

94. The attached 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
b. Fire Department

End of Conditions of Approval

Brian Desatnik
Development Services Director

EXHIBIT B
CONDITIONS OF APPROVAL
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

[Attached]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT NO. 20425
CONDITION USE PERMIT NO.S 1155 AND 1156
COMMISSION REVIEW AND APPROVAL NO.S 933 AND 934
Joint Meeting – Planning Commission and City Council

Date of P.C. Meeting:	**May 10, 2022**
Applicant:	**Village Partners Ventures, LLC**
Location:	**Southwest Corner of Redlands Boulevard and Orange Street and the Southeast Corner of Citrus Avenue and Eureka Street**
Project Description:	**Redevelop Redlands Mall with a Transit-Oriented Development with Mixed Uses and Construct a New Single-Tenant Retail 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 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 17.07.030)
   b. Geotechnical Report; (RMC 17.07.040)
   c. Easement Documents. (RMC 17.09.050)

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 ($3,000.00). 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. 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 grading 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.

B. The following items are required prior to RECORDATION OF TRACT MAP.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal. (City Resolution No. 7671)

2. Plans required to be submitted shall include (RMC 17.17.060):
    a. Tract Map;
    b. Street Improvement;
    c. Storm Drain Construction;
    d. Pavement Striping and Signage Plans (including reflectorized pavement markers);
    e. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
    f. Traffic Signal Modification;

g. 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;
h. Potable Water Main Installation;
i. Recycled Water Main Installation;
j. Sewer Main Installation; and
k. Approved Onsite Potable and Irrigation Water Line 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.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include (RMC 17.09.060):
   a. Title Reports and backup documents for the property;
   b. All record maps and deeds referenced on the Tract/Parcel Map;
   c. Easement Documents;
   d. Boundary and Lot Closure Calculations; and
   e. Record plans, maps and documents.

5. Pay the required development impact fees per ordinance in effect at time of approval of Final Tract Map. The exact amount will be determined based upon the review of the final building plans and project information. Development Impact Fees shall include;
   - Water Source Acquisition Charge (RMC 13.40);
   - Sewer Frontage Charges; (RMC 13.44 and 13.12) and
   - Remaining Development Impact Fees will be due at time of building permit issuance or water meter installation (RMC 13.48.030 and Redlands Ordinance No. 2830).

6. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. 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 (RMC 17.17.060).

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 design Engineer assume no liability as to the exact location of said lines where locations are not shown.

8. Submission of approved onsite potable and irrigations plans 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. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

10a. Requirements for Redlands Boulevard, Eureka Street to 3rd Street (RMC 17.15 and 17.17):

a. Dedicate to provide for a minimum 49 foot half street right-of-way width including a corner cutoff/radius at the property line return to accommodate all pedestrian ramps and a 25 foot radius curb return at Eureka Street;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
c. Construct standard curb and gutter 39 feet south side of monumented centerline;
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. Apply thermoplastic striping and markings to provide for 2 traveled lanes, class II bike lane and a bus lane as accepted by the City Engineer;
f. Provide a bus pad(s) and shelter(s) as accepted by Omnitrans and the City Engineer;
g. Construct standard curb adjacent sidewalk along the entire street frontage and ramps at all curb returns as shown on approved tentative tract map and as accepted by the City Engineer;
h. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;
i. Use traffic index of 9.0; and
j. Install commercial fire hydrants as required by the Redlands Fire Department.

10b. Requirements for Redlands Boulevard, 3rd Street to Orange Street (RMC 17.15 and 17.17):

a. Dedicate to provide for a minimum 49 foot half street right-of-way width including a corner cutoff/radius at the property line return to accommodate all pedestrian ramps and;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;

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. Apply thermoplastic striping and markings to provide for 2 traveled lanes and class II bike lane as accepted by the City Engineer;
e. Construct standard curb adjacent sidewalk along the entire street frontage and ramps at all curb returns as shown on approved tentative tract map and as accepted by the City Engineer;
h. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;
i. Use traffic index of 9.0; and
j. Install commercial fire hydrants as required by the Redlands Fire Department.

11. Requirements for Orange Street (RMC 17.15 and 17.17):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
b. Install curb pop-outs to shorten the east/west pedestrian crosswalk length at State Street. Modify traffic signal for ADA compliance, if necessary;
c. For the portion of Orange Street between State Street and Redlands Boulevard, apply thermoplastic striping and markings to provide for one traveled lane and a class II bike lane in the southbound direction, and two traveled lanes and a class II bike lane in the northbound direction. Include left turn pockets at each intersection. Appropriate transitions for the bike lanes shall be included in the final design documents. All striping design shall be as accepted by the City Engineer;
d. For the portion of Orange Street between Citrus Avenue and State Street, apply thermoplastic striping and markings to provide for 1 traveled lane and a class II bike lane in each direction with a left turn pockets at each intersection along with a south bound right turn lane at Citrus Avenue, all as accepted by the City Engineer;
e. 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;
f. Reconstruct decorative sidewalk to accommodate the proposed stairways and ADA ramps to the site as accepted by the City Engineer and the Director of Development Services. All excess decorative bricks shall be delivered to the City yard;
g. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;

h. Use traffic index of 9.0;
i. Install a minimum 8 inch diameter non-potable/recycled water main including necessary valves and appurtenances from the existing non-potable main to Citrus Avenue; and
j. Install commercial fire hydrants as required by the Redlands Fire Department;
k. Street layout prepared for entitlement shall be considered as diagrammatic with final design to be approved by the City Engineer.

12. Requirements for Citrus Avenue (RMC 17.15 and 17.17):

a. Dedicate to provide for a 44 foot half street right-of-way width including a corner cutoff/radius at the property line return to accommodate all pedestrian ramps;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
c. Construct standard curb and gutter 27 feet north side of monumented centerline;
d. Construct full width median curb at 11 feet south and 1 foot north of monumented street centerline with transition for left turns as accepted by the City Engineer.
e. Provide detail on the design of the loading space popouts for acceptance by the City Engineer.
f. Apply thermoplastic striping and markings to provide for 1 traveled lane, class II bike lane, loading/parking lane and left turn lanes at 4th Street and Eureka Street for the west bound barrel as accepted by the City Engineer. Apply thermoplastic striping and markings to provide for 1 traveled lane, class II bike lane, and left turn lane at Orange Street for the east bound barrel as accepted by the City Engineer;
g Reconstruct the raised center median to accommodate the striping called out in Section 12c above;
h. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the north and south curb and gutter verified through a geotechnical report;
i. Construct minimum 6 foot wide curb adjacent sidewalk along the entire street frontage and ramps at all curb returns as shown on approved tentative tract map and as accepted by the City Engineer;
j. Install a dual LED ornamental street light [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 150 watt sodium vapor street light at the wide point of the raised center median. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

k. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;
l. Install an ADA ramp, solar powered pedestrian activated crosswalk with beacons and in-pavement crosswalk lighting at the west side of 4th Street.
m. Use traffic index of 9.0;
n. Install a minimum 8 inch diameter recycled/non-potable water main including necessary valves and appurtenances from Orange Street to the Eureka Street centerline; and
o. Install commercial fire hydrants as required by the Redlands Fire Department.

13. Requirements for Eureka Street North of Citrus Avenue (RMC 17.15 and 17.17):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
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 curb and gutter to the street centerline verified through a geotechnical report;
c. Apply thermoplastic striping and markings to provide for a class II bike lane by the City Engineer;
d. Use traffic index of 9.0;
e. Construct standard 6' wide curb adjacent sidewalk not including the top of curb along the entire street frontage and ramps at all curb returns. Provide roadway dedication as needed; and
f. Install commercial fire hydrants as required by the Redlands Fire Department.

14. Requirements for Eureka Street South of Citrus Avenue (RMC 17.15 and 17.17):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This should include, but not limited to, the installation of an ADA compliant ramp at Citrus Avenue. Provide roadway dedication as needed;
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 curb and gutter to the street centerline verified through a geotechnical report;
c. Construct standard 6' wide curb adjacent sidewalk not including the top of curb along the entire street frontage and ramps at all curb returns. Provide roadway dedication as needed;
d. Use traffic index of 5.0; and
e. Install commercial fire hydrants as required by the Redlands Fire Department.

15. Requirements for West State Street (Private Street):

    a. Any proposed City owned potable water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    b. Any proposed City owned non-potable/recycled water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    c. Any proposed City owned sewer mains with manholes and appurtenances shall be a minimum of 8 inches in diameter; and
    d. Dedicate any necessary easement(s) to the City of Redlands for Public Utility purposes as accepted by the City Engineer.

16. Requirements for 3rd Street (Private Street) (RMC 17.15 and 17.17):

    a. Any proposed City owned potable water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    b. Any proposed City owned non-potable/recycled water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    c. Any proposed City owned sewer mains with manholes and appurtenances shall be a minimum of 8 inches in diameter; and
    d. Dedicate any necessary easement(s) to the City of Redlands for Public Utility purposes as accepted by the City Engineer.

17. Requirements for 4th Street South of Citrus Avenue (RMC 17.15 and 17.17):

    a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This should include, but not limited to, the installation of an ADA compliant ramp at Citrus Avenue. Provide roadway dedication as needed;
    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 curb and gutter to the street centerline verified through a geotechnical report;
    c. Use traffic index of 5.0; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

18. Requirements for Alley between 4th street and Eureka Street (RMC 17.15 and 17.17):

    a. Provide a minimum 16 foot wide full depth portland cement concrete pavement construction/reconstruction as accepted by the City Engineer and verified through a geotechnical report;
    b. Use traffic index of 7.0 or accepted by the City engineer.
    c. Provide all signage for one way traffic only as accepted by the City Engineer.

18. Provide for adequate drainage facilities as shown on the approved tentative tract map and as accepted by the City Engineer. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual (RMC 17.17).

19. Provide a structural analysis of the existing storm drain crossing the northwest corner of the site from the Eureka Street centerline to the Redlands Boulevard centerline. (RMC 17.17). The purpose of the analysis is to verify integrity of the facility, the ability of the facility to withstand any loading resulting from the proposed buildings, verification that the storm drain will not negatively impact the proposed buildings and also to identify any necessary repairs to the existing structure that may be needed because of the proposed project. The overall intent of the analysis is to determine that the storm drain and the buildings will function without negatively impacting each other during construction (near term) and over time with operation and maintenance (long term). This analysis shall be subject to review and approval of the City Engineer.

20. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property and condominium owners. The CC&Rs shall contain the following:

    a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

    b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

21. The CC&Rs shall be subject to a joint review by the all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

22. The CC&Rs shall be submitted to the City at least thirty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

23. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20425 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, trails, street lights, commonly-owned areas and public right-of-ways. (California Community Facilities Act)

24. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

25. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

26. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 17.17.080):

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

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.

27. Survey and Monumentation cash bond must be posted.

28. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

29. Execute Subdivision Improvement Agreement (RMC 17.17.070).

30. A development agreement shall be approved by separate City Council action. All development requirements and conditions within the agreement shall be incorporated into and considered as a part of these Conditions of Approval.

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. Provide pad certification and compaction report to the Building and Safety Department.

3. 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)
   - 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
   - Sewer Frontage Charges *. (RMC 13.44)

   * These charges are required for building permit issuance if Final Tract Map was not required for the project or charges were not paid with the Final Tract Map approval.

4. 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)

5. Provide for adequate drainage facilities, including any necessary under sidewalk drains. (RMC 17.17)

6. 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.

7. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

8. 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.

9. Tract map shall be recorded and proof of recordation provided.

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. Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050) and

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 ($3,000.00). 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 final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

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 Subdivision Improvement Agreement. (RMC 17.17.070).

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. 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.

6. One mylar copy of recorded tract map shall be furnished to the Municipal Utilities and Engineering Department.

7. 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.)

8. 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.

9. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

10. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

11. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

12. 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 P Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

Initial

FILE: TTM NO. 20425, CUP NO.S 1155 AND 1156, CRA NO.S 933 AND 934
Prepared 5/3/2022

EXHIBIT C
CONDITIONS OF APPROVAL
FIRE DEPARTMENT

[Attached]

Redlands Fire Department

35 Cajon Street, Ste 12 • Redlands, CA 92373
(909) 798-7601 Office • (909) 798-7602 Fax

10/10/2021

City of Redlands
Brian Foote

☐ Special Reports/Comments needed
☐ DRAFT Conditions of Approval
☒ FINAL Conditions of Approval

Reference Number: CRA 933 & 934 State Street Village

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 4,000 GPM for a 4-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 with fire access**
☐	☒	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.
☒	☐	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. **Project complies with fire access**
☒	☐	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.
☒	☐	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.
☒	☐	Private 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.
☐	☐	

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.
☐	☒	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 I 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.
☒	☐	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. 8340

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING CONDITIONAL USE PERMIT NO. 1156 AND APPROVING COMMISSION REVIEW AND APPROVAL NO. 934, FOR THE REDLANDS MALL SITE AND THE SOUTHEAST CORNER OF EUREKA STREET AND WEST CITRUS AVENUE.

WHEREAS, Village Partners Ventures, LLC ("Applicant") has submitted development applications for Conditional Use Permit No. 1155 and Commission Review and Approval No. 933 to construct a mixed use project with 700 dwelling units and a total of 84,106 square-feet of commercial floor area on approximately 11.15 acres located at the southwest corner of Orange Street and Redlands Boulevard (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000); and

WHEREAS, the Applicant has submitted development applications for Conditional Use Permit No. 1156 and Commission Review and Approval No. 934 to construct a 14,500 square-foot retail building with drive-through pharmacy window located at the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000); and

WHEREAS, the Applicant has submitted an application for Tentative Tract Map No. 20425 to merge and subdivide a total of approximately 12.25 acres for development purposes, plus condominium airspace units; and

WHEREAS, the above-referenced applications filed with the City are referred to hereinafter as the "Project" and "Project Entitlements;" and

WHEREAS, the Planning Commission has reviewed the Project, and found the Project to be consistent with the 2035 General Plan including the central organizing strategy of the "Transit Village Concept" to permit the development of high-density residential and non-residential users within walking distance of Metrolink stations to reduce vehicular usage, improve air quality and provide health benefits, and provide economic development opportunities; and

WHEREAS, the Planning Commission has reviewed the Project, found the Project to be consistent with the City's 2021-2029 Housing Element, and the proposed mixed use project will provide up to 700 dwelling units that will result in more housing opportunities in Redlands; and

WHEREAS, the proposed land uses are conditionally permitted in the C-3, General Commercial zoning district (subject to approval of a Conditional Use Permit) wherein the Project site is located; and

WHEREAS, redevelopment of the vacant Redlands Mall properties will result in up to approximately 84,106 square-feet of new retail, commercial, restaurant, and office uses in the core of Downtown Redlands, will generate new property taxes and sales taxes for the City, will result in new business license fees and other fees for the City's General Fund, and will provide and encourage other economic development benefits for the larger community; and

WHEREAS, on April 12, 2022, the Planning Commission held a public hearing at the City Council Chambers on at a regularly scheduled meeting, notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Government Code and Redlands Municipal Code, considered the proposed Project and related entitlement applications, and considered the testimony and other public comments submitted by members of the public; and,

WHEREAS, on April 29, 2022, notice of the public hearing before the City Council and the Planning Commission for the Project and related entitlement applications, and notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Government Code and Redlands Municipal Code; and

WHEREAS, on May 10, 2022, the Planning Commission held a public hearing at the City Council Chambers, considered the Project and related entitlement applications, and considered the testimony and other public comments submitted by members of the public, and made a recommendation to the City Council; and

WHEREAS, on May 10, 2022, the City Council held a public hearing at the City Council Chambers, and determined that approval of the proposed Project 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. Compliance with the California Environmental Quality Act. In accordance with City Council Resolution No. 8337, the Sustainable Communities Environmental Assessment prepared for the project has been adopted in compliance with the California Environmental Quality Act.

Section 2. Determination of General Plan Consistency. The Project is consistent with the existing General Plan land use designation as 'Commercial' and applicable policies for the 11.15 acres located at the southwest corner of Orange Street and Redlands Boulevard. The Project will satisfactorily implement the Transit Villages Concept and strategy in the 2035 General Plan to the extent feasible. Upon approval of General Plan Amendment No. 142 to the 'Commercial' land use designation for approximately 1.1 acres located at the southeast corner of West Citrus Avenue and Eureka Street (shown in Exhibit "A" attached hereto), the proposed single-tenant retail use will be consistent.

Section 3. Findings for Approval of Conditional Use Permit No. 1156. Conditional Use Permit No. 1156 is hereby approved based upon the following findings, and subject to the Conditions of Approval from the Development Services Department (Exhibit "A"), Municipal Utilities and Engineering Department (Exhibit "B"), and Fire Department (Exhibit "C") attached hereto:

1. That the proposed development will not adversely affect the applicable land use plans of the city.

The proposed General Plan Amendment will designate the subject properties at the southeast corner of Citrus Avenue and Eureka Street as "Commercial" (from Public/Institutional) in order to be consistent with the existing zoning designation as C-3, General Commercial. The General Commercial zone allows drive-through services with a Conditional Use Permit. The proposed single drive-through lane would be for the proposed retail/pharmacy use (one drive-through window for pharmacy pick-up). Vehicular access to the drive-through lane would be provided by alley access from Eureka Street and Fourth Street (side streets abutting the project site) and the drive-through lane will be substantially screened from adjacent public rights-of-way by perimeter landscaping and a low screen wall.

2. That the proposed development will not be detrimental to the public health, safety and welfare.

The proposed retail store with pharmacy will not be detrimental to public health, safety, and welfare. The store and pharmacy will provide a variety of common retail and household products as well as pharmacy services to the Redlands community. The drive-through element of the project is ancillary and subordinate to the pharmacy activities, provides a convenient means of access to pharmacy products and services, and in and of itself is not the primary retail service of the store. The conceptual site plan indicates vehicular access will be provided by an alley connected to Eureka Street and Fourth Street (side streets) with low volumes of vehicle traffic and negligible pedestrian traffic. There will be no anticipated conflicts or hazards in terms of vehicle traffic or pedestrians traveling along Eureka Street, Fourth 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.

East Citrus Avenue along the project site's northerly frontage is designated a Major Arterial in the 2035 General Plan, Figure 5-5 (Roadway Classification), and meets the requirement in RMC Section 18.156.370 for a drive-through store or service to be on a site that abuts and has access to a major or secondary highway. The conceptual site plan indicates the proposed development will be in conformance with the applicable development standards of the General Commercial (C-3) zone and design guidelines.

4. That the proposed development is appropriate at the proposed location.

The proposed pharmacy with drive-through service complies with the site and design requirements of the Redlands Municipal Code (Sections 18.156.350 through 18.156.380) including location, site dimensions, parking, landscaping, and screening. The C-3, General Commercial zone allows for drive-through sales and/or service subject to approval of a Conditional Use Permit to ensure appropriateness of the use at the proposed location and to prevent any detrimental or nuisance effects to surrounding properties. The single drive-through lane for one pharmacy window (a low-intensity drive-through service) is unique

for the downtown core business district, but is necessary to relocate the existing CVS Pharmacy from its existing store on the Redlands Mall site.

Section 4. Findings for Approval of Commission Review and Approval No. 934. The proposed Commission Review and Approval No. 934 is hereby recommended for approval based upon the following findings, and subject to the Conditions of Approval from the Development Services Department (Exhibit "A"), Municipal Utilities and Engineering Department (Exhibit "B"), and Fire Department (Exhibit "C") attached hereto:

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 project site is approximately 1.1 acres in size and meets the requirements of the C-3, General Commercial zone for the construction of one retail store with a single drive-through lane (for a pharmacy window), building setbacks, landscape areas and screening, required parking and parking lot improvements, and other required site improvements. The proposed retail use with one drive-through pharmacy window (a low-intensity drive through service) is unique for the downtown core business district, but is necessary to relocate the existing CVS Pharmacy from its existing store on the Redlands Mall site. The retail/pharmacy store project is consistent with the current General Plan designation for the site and the immediate surroundings. Surrounding properties include a variety of existing uses which include a Post Office, professional offices, Smiley Library, public park, Police Annex, public utility building, CVS Pharmacy to the north, and vacant Redlands Mall facility (proposed to be redeveloped with a mixed use project).

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 is consistent with the 2035 General Plan. Roadways in the area have been designed and planned to accommodate the type and quantity of traffic to be generated by the proposed retail store and drive-through pharmacy window. West Citrus Avenue along the project site's north frontage is designated as a Major Arterial. Development on the project site will provide connections to the roads abutting the project site consistent with the General Plan designations for those streets. The project includes conditions of approval which will ensure that project will be constructed in accordance with design standards.

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 Resolution are adequate to protect the public health, safety and general welfare. The proposed use will provide a local pharmacy store including household retail goods for residents in the area. The environmental document (Sustainable Communities Environmental Assessment) prepared for the project has fully analyzed potential environmental impacts, and all potential effects are either considered less than

significant or can be mitigated to a less than significant level, ensuring that there will not be any significant detrimental effects to public health, safety, or welfare. The project will provide pedestrian, bicycle, and motor vehicle access as required by the General Plan or the Redlands Municipal Code. Surface parking on-site will meet the requirements of the Redlands Municipal Code, with access to Citrus Avenue, Eureka Street, and Fourth Street. All landscaping within the project site is privately owned and maintained, and meets the zoning requirements.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED, SIGNED AND APPROVED this 10th day of May, 2022.

Paul T. Barich, 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 10th day of May, 2022

AYES:	Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES:	None
ABSENT:	None
ABSTAINED:	None

Jeanne Donaldson, City Clerk

EXHIBIT A
CONDITIONS OF APPROVAL
DEVELOPMENT SERVICES DEPARTMENT
FOR RETAIL STORE/PHARMACY WITH DRIVE-THROUGH
(CUP No. 1156 & CRA No. 934)

Planning Division

1. This permit/approval for Conditional Use Permit No. 1156 and Commission Review & Approval No. 934 is issued for the retail store/pharmacy project consisting of an approximately 14,500 square-foot commercial building for one tenant, to include one drive-through pharmacy window and a single drive-through lane, on approximately 1.1 acres located at the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06, 0171-251-07, 0171-251-08, 0171-251-09, and 0171-251-10) in the C-3, General Commercial zoning district.

2. Drive-through lane activities and pharmacy window sales/transactions shall only be permitted between the hours of 6:00 AM to 10:00 PM daily.

3. This permit/approval for a Conditional Use Permit and Commission Review & Approval shall automatically expire 24 months after the approval date (will expire on May 10, 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 Sections 18.12.140 and 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 year extension of time; provided, however, that the total number of extensions shall not exceed three (3).

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. 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. 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.

7. This permit/approval is granted for the project plans dated May 4, 2022 ("the plans") on file with the Planning Division. The project shall substantially conform to the approved plans, except as otherwise specified in these conditions.
    a. Prior to approval and issuance of any building permit(s) for each phase, Developer shall submit building plans, elevations, landscape plans, and architectural details (including exhibits and graphics) for informational review by the Planning Commission for each phase/building. **Added by Planning Commission 5/10/2022.*

8. Prior to issuance of any building or engineering permits for the retail building, a Notice of Land Use Restrictions and Conditions (on a form provided and approved by the City) shall be recorded on all current and future Assessor's Parcel Number(s) for the subject property.

9. 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.

10. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code.

11. 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.
    a. Prior to issuance of a building permit for the retail/pharmacy store, the design of the top of the tower feature for the retail/pharmacy store shall be redesigned with a dome (or similar architectural treatment) to be consistent with the adjacent historic Post Office building.

12. No Certificate of Occupancy shall be granted, or building permit shall receive final approval and signature, until all applicable Conditions of Approval have been satisfied for the retail building.

13. 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.

14. 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. Standard parking spaces (90-degree) shall be a minimum of 9'0" in width and 19'0" in length; the length dimension may overhang a planter area by up to 1'0" and without obstructing shrubs or trees. 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 shown on the Site Plan, Floor Plan, and Civil Plans.

15. Prior to any expansion or addition to the drive-through lane, or any other substantial alteration to the site or the building that will result in an increase of the capacity of the drive-through lane (such as increasing the lane length or adding a second lane), an application accompanied by the appropriate application fee(s) for a Revision to this Conditional Use Permit shall be required and approval by the Planning Commission shall be required.

16. This Conditional Use Permit is approved for the use of one drive-through lane with a window for pharmacy sales/services. Prior to any major change of use or increase to the intensity of use for the drive-through lane and service window (such as to a fast-food restaurant, any alcoholic beverage sales, any non-pharmaceutical retail store that utilizes the drive-through window, or any other major change of use), the proposed change or intensification shall be reviewed by the Development Services Director or designee. The Director may refer the proposed modification to the Planning Commission for review and approval, and if so, then an application accompanied by the appropriate application fee(s) for a Revision to this Conditional Use Permit shall be required and approval by the Planning Commission shall be required.

17. Prior to issuance of a building permit for a building or phase, Developer shall submit landscape and irrigation plans for the building, site, or phase. Approved preliminary landscape plans (for shrubs and groundcovers) are conceptual and not adequate for construction, and require a greater level of detail and a precise planting plan prior to construction permit issuance. Developer shall coordinate with staff to finalize the precise planting plan, including but not limited to: clustering or greater density of planting around focal points (e.g., planters at intersection corners at Eureka Street and Fourth Street); specifying landscape screening for any ground-mounted equipment or utilities; and avoid creating the appearance of any "green wall" (e.g., *Ligustrum texanum* (columnar), *Prunus*

caroliniana, etc.) that provides continuous opaque screening more than 5'0" high around the site perimeter or street-side planters of the project site.

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. 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).

21. All parking lot and driveway lighting shall provide uniform illumination at a minimum level of one (1.0) foot-candle average maintained across the horizontal surface. For energy conservation, motion sensor devices may be utilized to automatically dim and brighten the lighting (e.g., 50%).

22. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

23. Prior to issuance of a building permit, Developer shall submit final exterior building material(s) and color scheme for review and approval by the Development Services Director or designee.

24. 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.

25. The drive-through lane shall be screened from view from public right-of-way, to a height equal to or greater than that of standard vehicular headlights. Screening shall include a decorative wall a minimum of 36 inches high (up to 48 inches high maximum) within the north side front planter for a length of twenty (20) feet from the building (i.e., to the east as measured from northeast corner of building), to be placed within the planter area fronting

Citrus Avenue behind the property line and include landscape screening. The screen wall shall be decorative (such as earth-tone color CMU split-face block with cap rock, or plaster/stucco to match the building). Landscape and trees shall be installed around the exterior of the screen wall in substantial conformance with the preliminary landscape plan.

26. Transformer cabinets and commercial gas meters shall not be located within required setbacks and/or adjacent to public streets, 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 (i.e., 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.

27. If any steel bollards or pour-in-place bollards are installed, they shall only be installed for protecting utility devices (e.g., transformer above-ground) and shall be painted a dark color (e.g., dark green, brown, or black) to blend with surrounding landscape screening.

28. 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, the Developer shall provide the drive aisle width and typical parking space dimensions for each row of parking (within each parking area lot) shown on the Site Plan.

29. 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.

30. Developer shall provide off-street loading area(s) for the project, including the number of spaces (or equivalent area), dimensions, paving, striping, location, and access, as required by Redlands Municipal Code Section 18.164.340. Minimum required dimensions are not less than: ten feet (10') in width; twenty feet (20') in length; and fourteen feet (14') in height without overhead obstruction from buildings, street trees, or other structures.

31. The refuse enclosure shall not be located within the corner cutoff area at the intersection of the alley and Fourth Street (i.e., traffic sight safety area). The refuse enclosure shall be relocated to be outside of the corner cutoff area (e.g., to the west side of the drive aisle near the entrance to the drive-through lane as an acceptable alternative). Refuse enclosure walls shall be decorative (e.g., split-face CMU block) with cap rock or a decorative alternative approved in Plan Check. Landscaping (e.g., climbing vines or hedge-type shrubs) shall be provided around exterior side of the enclosure walls that are visible from public right-of-way. A paved path of travel from the building is recommended.

32. 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.

33. 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 alleyways, pathways, streetscapes, and open spaces proposed throughout the development. A minimum of one (1) foot-candles average maintained across the horizontal surface shall be provided for each parking lot. For energy conservation, motion sensor devices may be utilized to automatically dim and brighten the lighting (e.g., 50%).

34. 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.

35. 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.

36. 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). For any exterior utility meter panels, Developer shall screen and/or paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g., exterior walls, wing walls, landscaping, or other building elements) from public right-of-ways, to the maximum extent feasible. Any enclosures or screening shall be architecturally treated to match the exterior of the attached structure.

37. Prior to issuance of any building or engineering permit for the retail building, 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 Development Services Director or designee, and may be modified after approval to mitigate any unanticipated impacts or public nuisance conditions.

38. Prior to any use of any public street, alley, 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.

39. Prior to issuance of a Certificate of Occupancy for the retail building, Developer shall remove all construction materials and vehicles from the subject property.

40. 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.

41. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Sign locations and illumination may be subject to review and approval by the Planning Division under separate permit.

SCEA Mitigation Measures (MM), Project Design Features (PDF), and/or Existing Plans, Programs, Policies (PPP):

42. PDF AQ-1: Tier III Equipment. Project construction will utilize equipment during demolition, grading, and site preparation phases that equal or exceed Environmental Protection Agency (EPA) and California Air Resource Board (CARB) Tier III engine emissions standards.

43. PPP AQ-1: Rule 403. All applicable measures included in Rule 403, shall be incorporated into Project plans and specifications as implementation of Rule 403, which include but are not limited to:

- All clearing, grading, earth-moving, or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.
- The contractor shall ensure that traffic speeds on unpaved roads and Project site areas are limited to 15 miles per hour or less.
- The contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three (3) times daily during dry weather.

Watering, with complete coverage of disturbed areas, shall occur at least three times a day, preferably in the mid-morning, afternoon, and after work is done for the day.

44. PPP AQ-2: Rule 1113. The following measures shall be incorporated into Project plans and specifications as implementation of SCAQMD Rule 1113 (2):
    - Only "Low-Volatile Organic Compounds (VOC)" paints (no more than 50 gram/liter of VOC) consistent with SCAQMD Rule 1113 shall be used.

45. PPP AQ-3: Rule 445. The following measures shall be incorporated into Project plans and specifications as implementation of SCAQMD Rule 445 (3):
    - Rule 445 prohibits the use of wood burning stoves and fireplaces in new developments.

46. MM BIO-1: Pre-construction Nesting Bird Survey. Construction plans and Project specifications shall state that if construction or other Project activities are scheduled to occur during the bird breeding season (February through August for raptors and March through August for most migratory bird species), a pre-construction nesting bird survey shall be conducted by a qualified 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 area and adjacent areas where proposed Project activities have the potential to affect active nests, either directly or indirectly due to construction activity or noise. If an active nest is identified, a qualified biologist shall establish an appropriate disturbance limit buffer around the nest using flagging or staking. Construction activities shall not occur within any disturbance limit buffer zones until the nest is deemed inactive by the qualified biologist.

47. MM CUL-1: Archaeological Monitoring. The Applicant shall retain a qualified archaeologist to perform archaeological monitoring and the archaeologist shall be present during initial ground-disturbing activities (e.g., site preparation, demolition of historic structures, and grading up to ten feet below surface) to identify and assess any known or suspected archaeological and/or cultural resource. The qualified archaeologist shall develop a Cultural Resources Management Plan to address the details, timing, and responsibility of all archaeological and cultural resource activities that occur on the Project site. The plan shall include a scope of work, project grading and development scheduling, pre-construction meeting (with consultants, contractors, and monitors), a monitoring schedule during all initial ground-disturbance related activities, safety requirements, and protocols to follow in the event of previously unknown cultural resources discoveries that could be subject to a cultural resources evaluation. The plan shall be submitted to the City and the Consulting Tribe(s) for review and comment, prior to final approval by the City. The Monitoring and Treatment Plan shall incorporate the components described in Mitigation Measure TCR-1.

48. PPP GEO-1: California Building Code. The Project is required to comply with the California Building Code as included in the City's Municipal Code Chapter 15.04 to preclude significant adverse effects associated with seismic hazards. California Building Code related and geologist and/or civil engineer specifications for the Project are required to

be incorporated into grading plans and specifications as a condition of Project approval.

49. MM PAL-1: Paleontological Resources. Prior to the issuance of the first grading permit, the applicant shall provide a letter to the City of Redlands Planning Department, or designee, from a paleontologist selected from the roll of qualified paleontologists maintained by the County, stating that the paleontologist has been retained to provide services for the project. The paleontologist shall develop a Paleontological Resources Impact Mitigation Plan (PRIMP) to mitigate the potential impacts to unknown buried paleontological resources that may exist onsite for the review and approval by the City. The PRIMP shall require that the paleontologist be present at the pre-grading conference to establish procedures for paleontological resource surveillance. The PRIMP shall also require paleontological monitoring for ground disturbing activities greater than five feet in depth within native soil, as determined by the Project paleontologist.

    In the event paleontological resources are encountered, ground-disturbing activity within 50 feet of the area of the discovery shall cease. The paleontologist shall examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered.

    Criteria for discard of specific fossil specimens will be made explicit. If a qualified paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by project planning, then recovery may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction, monitoring work and halting construction if an important fossil needs to be recovered, and/or cleaning, identifying, and cataloging specimens for curation and research purposes. Recovery, salvage and treatment shall be done at the Applicant's expense. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the paleontologist. Resources shall be identified and curated into an established accredited professional repository. The paleontologist shall have a repository agreement in hand prior to initiating recovery of the resource.

50. PPP HAZ-1: California UST Regulations. Underground storage tank (UST) repairs and/or removals will be conducted in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations). Any unauthorized release of hazardous materials will require release reporting, initial abatement, and corrective actions that will be completed with oversight from the Regional Water Quality Control Board, Department of Toxic Substances Control, Riverside County Environmental Health Division, South Coast Air Quality Management District, and/or other regulatory agencies, as necessary. Use of existing USTs will also have to be conducted (i.e., used, maintained and monitored) in accordance with the California UST Regulations (Title 23, Chapter 16 of the California Code of Regulations).

51. PPP WQ-1: Prior to grading permit issuance, the project developer shall have a Stormwater Pollution Prevention Plan (SWPPP) prepared by a QSD (Qualified SWPPP Developer)

pursuant to the Municipal Code Chapter 13.54. The SWPPP shall incorporate all necessary Best Management Practices (BMPs) and other City requirements to comply with the National Pollutant Discharge Elimination System (NPDES) requirements to limit the potential of polluted runoff during construction activities. Project contractors shall be required to ensure compliance with the SWPPP and permit periodic inspection of the construction site by City of Redlands staff or its designee to confirm compliance.

52. PPP WQ-2: Prior to grading permit issuance, the project developer shall have a Water Quality Management Plan (WQMP) approved by the City for implementation. The project shall comply with the City's Municipal Code Section 13.54 and the Municipal Separate Storm Sewer System (MS4) permit requirements in effect for the Regional Water Quality Control Board (RWQCB) at the time of grading permit to control discharges of sediments and other pollutants during operations of the Project.

53. PPP N-1: The Project plans shall state the Project is required to comply with construction hours of operation outlined in Section 8.06.120 of the City's Municipal Code; construction activities shall take place between the hours of 7:00 am and 8:00 pm on weekdays, including Saturdays, with no activity taking place at any time on Sundays or federal holidays. In addition, all motorized equipment used in such activities are required to be equipped with functioning mufflers.

54. PPP PS-2: Park Fees. As a Condition of Approval of a tentative map, the Developer shall pay applicable park related fees pursuant to Redlands Municipal Code Chapter 3.32.

55. PPP PS-3: Development Impact Fees. As a standard requirement and included as a Condition of Approval for the Project, and prior to issuance of any building permits for the Project, the Developer shall pay all applicable City of Redlands Development Impact Fees (DIF) pursuant to the Redlands Municipal Code and/or adopted fee schedules.

56. MM TCR-1: The archaeologist shall develop a Cultural Resources Management Plan and include the specifics as to how each Project mitigation measure will be carried out. Any and all cultural documents created as a part of the project (Tribal Cultural Resources Management Plan, Monitoring and Treatment Plans, isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency and disseminated to consulting tribe(s) for review. The Cultural Resource Management Plan shall incorporate:

    a. Project grading and development scheduling. Native American Monitor(s) should attend and be present at the pre-construction meeting to establish communication protocols, cultural sensitivity, and provide information and/or training to construction contractors.

    b. A schedule for monitoring during initial ground-disturbing activities (Ground disturbance is defined as any activity that compacts or disturbs the ground within a project area, including: the actual construction activities, permanent easements, temporary construction easements, staging areas for supplies and equipment, and

borrow pits. Ground disturbance can also be caused by the use of hand tools, heavy equipment and heavy trucks. Trenching, bulldozing, excavating, scraping, and plowing are typical examples of ground disturbance activities), this may include, but is not limited to, archaeological testing, and data recovery on the Project site, if determined appropriate. The Cultural Resource Management Plan shall include scheduling, safety requirements, and duties, based on the scope of work, and address the Native American Tribal Monitors' authority to stop and redirect grading activities in coordination with the Project Archaeologist.

c. The protocols and stipulations that the Applicant, Native American Tribal Monitor(s), Project Archaeologist, and City of Redlands shall follow in the event that cultural resources, items of Native American cultural patrimony, or tribal cultural resources are inadvertently discovered during the course of Project related ground disturbing activities.

57. MM TCR-2: If significant tribal cultural resources are discovered and avoidance or relocation cannot be ensured, the City shall engage in discussions with the Consulting Tribes to determine the best course of action for preservation of the resource.

58. MM TCR-3: Designated Native American Monitor(s) from the consulting tribe(s), who wish to partake in the monitoring program, shall be present during all initial ground-disturbing activities (Ground disturbance is defined as any activity that compacts or disturbs the ground within a project area, including: the actual construction activities, permanent easements, temporary construction easements, staging areas for supplies and equipment, and borrow pits. Ground disturbance can also be caused by the use of hand tools, heavy equipment and heavy trucks. Trenching, bulldozing, excavating, scraping, and plowing are typical examples of ground disturbance activities), which may include but is not limited to testing, and date recovery if determined appropriate. If initial ground-disturbing activities yield no discoveries of tribal cultural resources, the Consulting Tribe(s) may limit, suspend or terminate monitoring efforts at their discretion. The Monitoring Agreement(s) with the consulting tribe(s) shall be provided to the City of Redlands Development Services Department prior to issuance of any demolition, grading, or construction permits.

59. MM TCR-4: In the event that cultural resources, including historic and pre-contact materials, items of Native American cultural patrimony, or Tribal Cultural Resources are discovered during the course of ground disturbance, the following procedures shall be implemented:

a. All work in the immediate vicinity of the find (within a 50-foot buffer) shall cease and the find shall be assessed by a qualified archaeologist in coordination with the Native American Monitor(s) from the Consulting Tribe(s). Work on the other portions of the Project, outside of the buffered area, may continue during this assessment period.

b. Notification and information regarding the nature of the find shall be made to the representatives of all consulting tribe(s).

c. Temporary Curation and Storage: During construction, any cultural resources discovered shall be temporarily curated in a secure onsite location, as determined appropriate with consideration of input from consulting tribe(s). The removal of any cultural resources from the Project site shall be thoroughly inventoried and overseen by the Native American Tribal Monitor(s).

d. Treatment and Final Disposition: The land owner(s) shall relinquish ownership of all items of Native American cultural patrimony and tribal cultural resources (including but not limited to sacred items, burial goods, archaeological artifacts, and non-human remains) that may be discovered. The land owner(s) shall relinquish ownership of tribal cultural resources and items of Native American Cultural Patrimony through one or more of the following methods and provide the City of Redlands with evidence of same:

   i. Accommodate the process for on-site reburial of the discovered items with the Participating Tribes. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloguing and recordation have been completed. A final report which includes associated State DPR Forms, containing an inventory of the items reburied, along with UTM parameters for the reburial location, shall be completed and provided to the City, the Consulting Tribes and filed with the California Historical Resource Information System (CHRIS).

   ii. A curation agreement with an appropriate qualified repository that meets federal standards per 36 CFR Part 79 and therefore would be professionally curated and made available to other archaeologists or researchers for further study. The collections and associated records shall be transferred, including title and associated fees, to an appropriate curation facility.

   iii. If more than one Native American Tribe or Band is involved with the Project and cannot come to a consensus as to the disposition of tribal cultural resources within one hundred and twenty (120) days from the initial recovery of the items, the cultural resources shall be curated at the San Bernardino County Museum. A curation agreement with an appropriate qualified repository shall be developed between the landowner and museum that legally and physically transfers the collections and associated records to the facility. This agreement shall stipulate the payment of fees necessary for permanent curation of the collections and associated records and the obligation of the Project developer/applicant to pay for those fees.

60. MM TCR-5: Discovery of Human Remains. In the event that human remains are encountered on the Project site, the construction contractor's designated Native American Tribal Monitor shall immediately stop all work within 100 feet of the discovery. The Developer shall immediately notify the San Bernardino County Coroner, the City of Redlands Police Department, and the City of Redlands Development Services Department. The County Coroner shall be permitted to examine the remains consistent with the requirements of California Code of Regulations (CCR) §15064.5(e). California Health &

Safety Code §7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) §5097.98. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site.

The specific location of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the Project Archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC).

According to California Health & Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052).

Building & Safety Division

61. Project shall comply with currently adopted California Building Codes at time of construction document submittal for plan review, including the Building Code (CBC), the California Electrical Code, California Mechanical Code, California Plumbing Code, Building Energy Efficiency Standards (Energy Code), California Green Building Standards Code, and applicable provisions of Title 15 (Buildings and Construction) of the Redlands Municipal Code.

62. Project is located within FEMA Flood zone AO and design will be required to comply with Redlands Municipal Code (RMC) Chapter 15.32.

63. Project shall comply with California Building Code for Building Heights, Area limitations, Fire design features and building separation distances, means of egress, accessibility.

64. A demolition permit is required for removal of existing structures and supporting infrastructure.

65. An analysis by a California registered professional engineer on the changes caused to the floodplain as a result of the water displacement caused by grading and proposed structures.

66. Approved hours for construction activities are: Monday through Friday, 7:00 a.m. to 6:00 p.m.; and Saturday, 7:00 a.m. to 6:00 p.m. No construction is permitted by contractors or subcontractors after hours, on Sundays, or Federal holidays (RMC Chapter 8.06; RMC 8.06.090(F); RMC 8.06.120(G)).

Other City Departments/Divisions

67. The attached 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
    b. Fire Department

End of Conditions of Approval

Brian Desatnik
Development Services Director

EXHIBIT B
CONDITIONS OF APPROVAL
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

[Attached]

REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
DEVELOPMENT REQUIREMENTS
TENTATIVE TRACT NO. 20425
CONDITION USE PERMIT NO.S 1155 AND 1156
COMMISSION REVIEW AND APPROVAL NO.S 933 AND 934
Joint Meeting – Planning Commission and City Council

Date of P.C. Meeting:	**May 10, 2022**
Applicant:	**Village Partners Ventures, LLC**
Location:	**Southwest Corner of Redlands Boulevard and Orange Street and the Southeast Corner of Citrus Avenue and Eureka Street**
Project Description:	**Redevelop Redlands Mall with a Transit-Oriented Development with Mixed Uses and Construct a New Single-Tenant Retail 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 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 17.07.030)
   b. Geotechnical Report; (RMC 17.07.040)
   c. Easement Documents. (RMC 17.09.050)

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 ($3,000.00). 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. 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 grading 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.

B. The following items are required prior to RECORDATION OF TRACT MAP.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal. (City Resolution No. 7671)

2. Plans required to be submitted shall include (RMC 17.17.060):
    a. Tract Map;
    b. Street Improvement;
    c. Storm Drain Construction;
    d. Pavement Striping and Signage Plans (including reflectorized pavement markers);
    e. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List;
    f. Traffic Signal Modification;

g. 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;
h. Potable Water Main Installation;
i. Recycled Water Main Installation;
j. Sewer Main Installation; and
k. Approved Onsite Potable and Irrigation Water Line 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.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include (RMC 17.09.060):
   a. Title Reports and backup documents for the property;
   b. All record maps and deeds referenced on the Tract/Parcel Map;
   c. Easement Documents;
   d. Boundary and Lot Closure Calculations; and
   e. Record plans, maps and documents.

5. Pay the required development impact fees per ordinance in effect at time of approval of Final Tract Map. The exact amount will be determined based upon the review of the final building plans and project information. Development Impact Fees shall include;
   - Water Source Acquisition Charge (RMC 13.40);
   - Sewer Frontage Charges; (RMC 13.44 and 13.12) and
   - Remaining Development Impact Fees will be due at time of building permit issuance or water meter installation (RMC 13.48.030 and Redlands Ordinance No. 2830).

6. All off-site improvements shall be designed by a Civil Engineer licensed in the State of California. 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 (RMC 17.17.060).

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 design Engineer assume no liability as to the exact location of said lines where locations are not shown.

8. Submission of approved onsite potable and irrigations plans 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. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

10a. Requirements for Redlands Boulevard, Eureka Street to 3rd Street (RMC 17.15 and 17.17):

a. Dedicate to provide for a minimum 49 foot half street right-of-way width including a corner cutoff/radius at the property line return to accommodate all pedestrian ramps and a 25 foot radius curb return at Eureka Street;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
c. Construct standard curb and gutter 39 feet south side of monumented centerline;
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. Apply thermoplastic striping and markings to provide for 2 traveled lanes, class II bike lane and a bus lane as accepted by the City Engineer;
f. Provide a bus pad(s) and shelter(s) as accepted by Omnitrans and the City Engineer;
g. Construct standard curb adjacent sidewalk along the entire street frontage and ramps at all curb returns as shown on approved tentative tract map and as accepted by the City Engineer;
h. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;
i. Use traffic index of 9.0; and
j. Install commercial fire hydrants as required by the Redlands Fire Department.

10b. Requirements for Redlands Boulevard, 3rd Street to Orange Street (RMC 17.15 and 17.17):

a. Dedicate to provide for a minimum 49 foot half street right-of-way width including a corner cutoff/radius at the property line return to accommodate all pedestrian ramps and;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;

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. Apply thermoplastic striping and markings to provide for 2 traveled lanes and class II bike lane as accepted by the City Engineer;
e. Construct standard curb adjacent sidewalk along the entire street frontage and ramps at all curb returns as shown on approved tentative tract map and as accepted by the City Engineer;
h. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;
i. Use traffic index of 9.0; and
j. Install commercial fire hydrants as required by the Redlands Fire Department.

11. Requirements for Orange Street (RMC 17.15 and 17.17):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
b. Install curb pop-outs to shorten the east/west pedestrian crosswalk length at State Street. Modify traffic signal for ADA compliance, if necessary;
c. For the portion of Orange Street between State Street and Redlands Boulevard, apply thermoplastic striping and markings to provide for one traveled lane and a class II bike lane in the southbound direction, and two traveled lanes and a class II bike lane in the northbound direction. Include left turn pockets at each intersection. Appropriate transitions for the bike lanes shall be included in the final design documents. All striping design shall be as accepted by the City Engineer;
d. For the portion of Orange Street between Citrus Avenue and State Street, apply thermoplastic striping and markings to provide for 1 traveled lane and a class II bike lane in each direction with a left turn pockets at each intersection along with a south bound right turn lane at Citrus Avenue, all as accepted by the City Engineer;
e. 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;
f. Reconstruct decorative sidewalk to accommodate the proposed stairways and ADA ramps to the site as accepted by the City Engineer and the Director of Development Services. All excess decorative bricks shall be delivered to the City yard;
g. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;

h. Use traffic index of 9.0;
i. Install a minimum 8 inch diameter non-potable/recycled water main including necessary valves and appurtenances from the existing non-potable main to Citrus Avenue; and
j. Install commercial fire hydrants as required by the Redlands Fire Department;
k. Street layout prepared for entitlement shall be considered as diagrammatic with final design to be approved by the City Engineer.

12. Requirements for Citrus Avenue (RMC 17.15 and 17.17):

a. Dedicate to provide for a 44 foot half street right-of-way width including a corner cutoff/radius at the property line return to accommodate all pedestrian ramps;
b. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
c. Construct standard curb and gutter 27 feet north side of monumented centerline;
d. Construct full width median curb at 11 feet south and 1 foot north of monumented street centerline with transition for left turns as accepted by the City Engineer.
e. Provide detail on the design of the loading space popouts for acceptance by the City Engineer.
f. Apply thermoplastic striping and markings to provide for 1 traveled lane, class II bike lane, loading/parking lane and left turn lanes at 4th Street and Eureka Street for the west bound barrel as accepted by the City Engineer. Apply thermoplastic striping and markings to provide for 1 traveled lane, class II bike lane, and left turn lane at Orange Street for the east bound barrel as accepted by the City Engineer;
g Reconstruct the raised center median to accommodate the striping called out in Section 12c above;
h. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the north and south curb and gutter verified through a geotechnical report;
i. Construct minimum 6 foot wide curb adjacent sidewalk along the entire street frontage and ramps at all curb returns as shown on approved tentative tract map and as accepted by the City Engineer;
j. Install a dual LED ornamental street light [LEOTEK (GCJ1-20H-MV-WW-2-GY-580-WL-PCR7) or approved equal], with the equivalent illumination of a 150 watt sodium vapor street light at the wide point of the raised center median. Location of the light will be determined at time of plan preparation. Coordinate with City staff for guidance. Prepare and submit a separate street lighting plan for City approval;

k. Provide street trees avoiding sewer and water laterals as shown on approved tentative tract map and as accepted by the Facilities and Community Development Department. Prepare and submit a separate street tree plan for City approval;
l. Install an ADA ramp, solar powered pedestrian activated crosswalk with beacons and in-pavement crosswalk lighting at the west side of 4th Street.
m. Use traffic index of 9.0;
n. Install a minimum 8 inch diameter recycled/non-potable water main including necessary valves and appurtenances from Orange Street to the Eureka Street centerline; and
o. Install commercial fire hydrants as required by the Redlands Fire Department.

13. Requirements for Eureka Street North of Citrus Avenue (RMC 17.15 and 17.17):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary;
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 curb and gutter to the street centerline verified through a geotechnical report;
c. Apply thermoplastic striping and markings to provide for a class II bike lane by the City Engineer;
d. Use traffic index of 9.0;
e. Construct standard 6' wide curb adjacent sidewalk not including the top of curb along the entire street frontage and ramps at all curb returns. Provide roadway dedication as needed; and
f. Install commercial fire hydrants as required by the Redlands Fire Department.

14. Requirements for Eureka Street South of Citrus Avenue (RMC 17.15 and 17.17):

a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This should include, but not limited to, the installation of an ADA compliant ramp at Citrus Avenue. Provide roadway dedication as needed;
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 curb and gutter to the street centerline verified through a geotechnical report;
c. Construct standard 6' wide curb adjacent sidewalk not including the top of curb along the entire street frontage and ramps at all curb returns. Provide roadway dedication as needed;
d. Use traffic index of 5.0; and
e. Install commercial fire hydrants as required by the Redlands Fire Department.

15. Requirements for West State Street (Private Street):

    a. Any proposed City owned potable water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    b. Any proposed City owned non-potable/recycled water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    c. Any proposed City owned sewer mains with manholes and appurtenances shall be a minimum of 8 inches in diameter; and
    d. Dedicate any necessary easement(s) to the City of Redlands for Public Utility purposes as accepted by the City Engineer.

16. Requirements for 3rd Street (Private Street) (RMC 17.15 and 17.17):

    a. Any proposed City owned potable water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    b. Any proposed City owned non-potable/recycled water mains with necessary valves and appurtenances shall be a minimum of 8 inches in diameter;
    c. Any proposed City owned sewer mains with manholes and appurtenances shall be a minimum of 8 inches in diameter; and
    d. Dedicate any necessary easement(s) to the City of Redlands for Public Utility purposes as accepted by the City Engineer.

17. Requirements for 4th Street South of Citrus Avenue (RMC 17.15 and 17.17):

    a. Repair/replace altered, broken or substandard existing off-site improvements to the project boundary. This should include, but not limited to, the installation of an ADA compliant ramp at Citrus Avenue. Provide roadway dedication as needed;
    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 curb and gutter to the street centerline verified through a geotechnical report;
    c. Use traffic index of 5.0; and
    d. Install commercial fire hydrants as required by the Redlands Fire Department.

18. Requirements for Alley between 4th street and Eureka Street (RMC 17.15 and 17.17):

    a. Provide a minimum 16 foot wide full depth portland cement concrete pavement construction/reconstruction as accepted by the City Engineer and verified through a geotechnical report;
    b. Use traffic index of 7.0 or accepted by the City engineer.
    c. Provide all signage for one way traffic only as accepted by the City Engineer.

18. Provide for adequate drainage facilities as shown on the approved tentative tract map and as accepted by the City Engineer. The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual (RMC 17.17).

19. Provide a structural analysis of the existing storm drain crossing the northwest corner of the site from the Eureka Street centerline to the Redlands Boulevard centerline. (RMC 17.17). The purpose of the analysis is to verify integrity of the facility, the ability of the facility to withstand any loading resulting from the proposed buildings, verification that the storm drain will not negatively impact the proposed buildings and also to identify any necessary repairs to the existing structure that may be needed because of the proposed project. The overall intent of the analysis is to determine that the storm drain and the buildings will function without negatively impacting each other during construction (near term) and over time with operation and maintenance (long term). This analysis shall be subject to review and approval of the City Engineer.

20. Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property and condominium owners. The CC&Rs shall contain the following:

    a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

    b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

21. The CC&Rs shall be subject to a joint review by the all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

22. The CC&Rs shall be submitted to the City at least thirty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

23. As a condition of and prior to the final tract map approval, the applicant shall (1) petition the City for annexation of the property comprising Tentative Tract Map No. 20425 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, trails, street lights, commonly-owned areas and public right-of-ways. (California Community Facilities Act)

24. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

25. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

26. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 17.17.080):

Performance	100% security (due prior to final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

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.

27. Survey and Monumentation cash bond must be posted.

28. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

29. Execute Subdivision Improvement Agreement (RMC 17.17.070).

30. A development agreement shall be approved by separate City Council action. All development requirements and conditions within the agreement shall be incorporated into and considered as a part of these Conditions of Approval.

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. Provide pad certification and compaction report to the Building and Safety Department.

3. 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)
   - 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
   - Sewer Frontage Charges *. (RMC 13.44)

   * These charges are required for building permit issuance if Final Tract Map was not required for the project or charges were not paid with the Final Tract Map approval.

4. 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)

5. Provide for adequate drainage facilities, including any necessary under sidewalk drains. (RMC 17.17)

6. 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.

7. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

8. 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.

9. Tract map shall be recorded and proof of recordation provided.

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. Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Recycled Water Capital Improvement Charge; (RMC 3.53.050) and

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 ($3,000.00). 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 final map approval)
(Warranty)	10% security (due at time of acceptance of improvements)
Labor and Materials	50% security (due prior to final map approval)

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 Subdivision Improvement Agreement. (RMC 17.17.070).

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. 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.

6. One mylar copy of recorded tract map shall be furnished to the Municipal Utilities and Engineering Department.

7. 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.)

8. 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.

9. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

10. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

11. Contractors will be required to pave new streets in two (2) phases with last phase being delayed until 95 percent of construction has been completed, or on approval of the City Engineer.

12. 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 P Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

Initial

FILE: TTM NO. 20425, CUP NO.S 1155 AND 1156, CRA NO.S 933 AND 934
Prepared 5/3/2022

EXHIBIT C
CONDITIONS OF APPROVAL
FIRE DEPARTMENT

[Attached]

Redlands Fire Department

35 Cajon Street, Ste 12 • Redlands, CA 92373
(909) 798-7601 Office • (909) 798-7602 Fax

10/10/2021

City of Redlands
Brian Foote

☐ Special Reports/Comments needed
☐ DRAFT Conditions of Approval
☒ FINAL Conditions of Approval

Reference Number: CRA 933 & 934 State Street Village

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 4,000 GPM for a 4-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 with fire access**
☐	☒	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.
☒	☐	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. **Project complies with fire access**
☒	☐	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.
☒	☐	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.
☒	☐	Private 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.
☐	☐	

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.
☐	☒	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 I 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.
☒	☐	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

CONSISTENCY WITH 2035 GENERAL PLAN

GENERAL PLAN POLICY	PROPOSED DEV. AGREEMENT
Chapter 2: Distinctive City	
2-A.8: Insist on high-quality development and revitalization in older neighborhoods, such as the Orange Street and Colton Avenue commercial corridors, that is sensitive to historic architecture, and provides a broad range of retail, restaurants, professional services, and offices that meet the community's needs. Build a sense of community in these commercial areas.	Consistent
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.	Consistent
2-A.49: Encourage compatibility of new land uses and new construction adjacent to historical buildings. Encourage construction that is physically and aesthetically complementary to the historic buildings in architectural features and relationship to adjoining structures.	Consistent
2-A.51: Encourage new construction that ties the new with the old in a harmonious fashion, enhancing the historic pattern.	Consistent
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.	Consistent
2-P.26: Foster transit-oriented development that is consistent/compatible with and sensitive to the historical structures in the vicinity of the proposed railway station.	Consistent
2-P.27: Conserve Downtown's character and historic assets while infusing it with new uses, buildings, and activities. New development should proportionately relate to and complement existing structures and the pedestrian environment.	Consistent
2-A.96: Promote redevelopment of the Redlands Mall with a vibrant mix of uses. Explore feasibility of re-extending the traditional street grid through the new development.	Consistent
2-A.97: Seek an increased presence of both residents and activity in Downtown with new development – particularly residential as part of mixed-use development – as well as commercial, entertainment, and cultural uses that serve both residents and visitors.	Consistent
2-A.98: Promote a variety of housing types to attract a spectrum of households to live Downtown.	Consistent
2-A.99: Ensure that new development along Redlands Boulevard is pedestrian-oriented.	Consistent

GENERAL PLAN POLICY	PROPOSED DEV. AGREEMENT
Chapter 3: Prosperous Economy	
3-A.5: Promote revitalization and rehabilitation of older commercial and industrial areas to make them more competitive, accessible, aesthetically appealing, and economically viable.	Consistent
3-A.10: Encourage mixed-use projects within the Transit Villages that will attract a wide array of uses including retail, restaurant, entertainment, office, residential, and cultural offerings.	Consistent
3-P.16: Strengthen Downtown as a center of commerce and culture, with attractions for local residents, workers, and regional visitors year-round.	Consistent
3-A.36: Support revitalization of underutilized commercial space throughout Downtown, including the Redlands Mall, which could create new opportunities for businesses and residents, and provide a critical link to rail.	Consistent
3-A.39: Encourage and support the development of additional housing Downtown to increase the vitality and diversity of Downtown retail and services.	Consistent
3-A.40: Enhance and expand the public spaces Downtown (streetscapes, plazas, parks) to improve the pedestrian experience.	Consistent
Chapter 4: Livable Community	
4-P.3: Focus new development in infill areas in order to preserve open space, agriculture, and citrus groves, particularly around the edges of the city.	Consistent
4-P.9: Locate medium- and high-density development near regional access routes, transit stations, employment centers, shopping areas, and public services.	Consistent
4-P.13: Encourage mixed-use development (two or more uses within the same building or in close proximity on the same site) in Downtown, the Transit Villages, and along Redlands Boulevard to promote vibrancy.	Consistent
4-P.16: Promote a variety of housing types to serve the diverse needs of the community.	Consistent
4-A.7: Promote a range of residential densities to encourage a mix of housing types in varying price ranges and rental rates.	Consistent
4-A.12: Support new residential development in Downtown, the Transit Villages, and other focused infill sites accessible to transit and in central parts of the community.	Consistent
4-A.18: Focus the development of office space in transit-accessible locations.	Consistent

GENERAL PLAN POLICY	PROPOSED DEV. AGREEMENT
4-A.8: Promote the development of a greater variety of housing types, including single-family homes on small lots, accessory dwelling units, townhomes, lofts, live-work spaces, and senior and student housing to meet the needs of future demographics and changing family sizes.	Consistent
4-P.39: Promote infill and mixed-use development along Redlands Boulevard to create a cohesive commercial corridor connecting the Transit Villages and providing a retail and service destination for community members.	Consistent
4-A.87: Promote clusters of mixed-use development along Redlands Boulevard near the Mixed Use Cores of the proposed Transit Villages, providing opportunities for commercial, office, and residential development consistent with the needs and characteristics specific to each Transit Village.	Consistent
4-P.41: Foster a connected, accessible, and active community by creating attractively designed pedestrian- and transit-oriented villages with a mix of uses in a compact area.	Consistent
4-P.42: Provide for new jobs, housing, and entertainment opportunities in compact, walkable environments.	Consistent
4-P.48: Provide development and infill opportunities as alternatives to building at the edges of the city.	Consistent
Chapter 5: Connected City	
5-P.10: Require developers to construct or pay their fair share toward improvements for all travel modes consistent with the layered network.	Consistent
5-A.5: As part of street redesigns, plan for the needs of different modes – such as shade for pedestrians, lighting at pedestrian scale, mode-appropriate signage, transit amenities, etc.	Consistent
5-A.7: Add new streets to create a finer-grained, pedestrian-scaled road network where the roadway network is characterized by particularly long blocks, connecting residential areas to parks and Transit Village cores. Ensure the street systems in Transit Villages support development of connected and accessible communities.	Consistent
5-A.22: Include amenities such as shade trees, transit shelters and other transit amenities, benches, trash and recycling receptacles, bollards, public art, and directional signage that can enhance the pedestrian experience.	Consistent
5-P.26: Improve public transit as a viable form of transportation in Redlands.	Consistent

GENERAL PLAN POLICY	PROPOSED DEV. AGREEMENT
5-P.27: Support passenger rail as an alternative mode of regional transit.	Consistent
5-A.59: Work with Omnitrans to plan for bus shelters, boarding areas, transfer centers, bus pads in the right-of-way, and bus turnouts.	Consistent
5-A.60: Incorporate real-time information systems so that passengers will know when their bus or train is expected to arrive.	Consistent
5-A.68: Provide for direct pedestrian paths and access from new developments to the nearest public transportation stop.	Consistent
5-A.74: Design parking to meet applicable urban design goals from area plans and minimize negative impacts on pedestrians, bicyclists, and transit users.	Consistent
5-A.75: Consider techniques to reduce the amount of area in the Transit Villages occupied by parking, especially for developments located within easy walking distance of the Passenger Rail stations. *Techniques may include reduced parking requirements, unbundled parking, and others as appropriate.*	Consistent
5-A.77: Encourage developers to meet their minimum parking requirements via shared parking between uses, payment of in-lieu fees, joint parking districts, or off-site parking within a reasonable walking time of 10 minutes or less.	Consistent
Chapter 7: Healthy Community	
7-P.17: Achieve more walkable, livable neighborhoods by expanding the multi-modal transportation system and creating a safe, pedestrian-oriented environment.	Consistent
7-A.36: Discourage street closures; encourage creating new connections.	Consistent
7-A.46: Encourage the provision of bike lockers, bike-sharing, and other methods of supporting active transportation that can contribute to healthy lifestyles.	Consistent
7-P.22: Create complete neighborhoods with access to a range of day-to-day goods and services within walking distance of residences, including medical facilities, community services, youth programs, and employment opportunities, to increase the sense of social cohesion among residents.	Consistent
7-A.73: Improve the sense of safety within Downtown, including the Redlands Mall area.	Consistent

From: webmaster@cityofredlands.org
To: Planning Commission
Subject: Form submission from: Planning Commission Comments Form
Date: Tuesday, June 14, 2022 1:08:38 PM

06/14/2022 - 1:08pm City of Redlands »

PLANNING COMMISSION COMMENTS

Planning Commission Date:
June 14, 2022

Agenda Item Number:
5 A State Street Village

Speaker Name:
Richard O'Donnell

Address (Optional):

Subject on which the person wishes to speak:
Against

Briefly describe what you would like to say (Max 250 Words):
The proposed development agreement is very favorable to the developer, not so much for the people of Redlands.

The 'unbundling' of the resident parking within the project is allegedly intended to reduce vehicle trips. That makes the project sound very green, but no doubt it is about the folding variety. It might improve that crop for the developer. But some residents of State Street Village will certainly look to avoid paying an up charge for parking. This will fill the streets of the surrounding neighborhoods with cars avoiding the fee. Complications will follow.

Also, even though approval on this item is being rushed through, it appears that nothing will be done for years. So how about throwing a bone to the citizens. At least show that you have their interests at heart by getting a written commitment to leaving the mall parking lot open for free parking until substantial and meaningful construction begins.

We could all be residing in Hillside by the time that happens, so we won't have to look at the travesty that is being made of downtown.

Email to receive a copy of your submission:
Rodon79932@aol.com

View results Download results

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ORDINANCE NO. 2933

AN ORDINANCE OF THE CITY OF REDLANDS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC (VPV STATE STREET VILLAGE, LLC), REGARDING THE STATE STREET VILLAGE PROJECT (ASSESSOR'S PARCEL NUMBERS 0171-053-01-0000, 0171-053-02-0000, 0171-053-03-0000, 0171-053-04-0000, 0171-053-05-0000, 0171-053-06-0000, 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.

WHEREAS, the City of Redlands ("City") has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 *et seq*., the City of Redlands is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, Chapter 18.220 of the Redlands Municipal Code sets forth the procedures for the approval of development agreements described in California Government Code Sections 65864 *et seq*.; and

WHEREAS, Village Partners Ventures, LLC aka VPV State Street Village, LLC, 4340 Von Karman Avenue, Suite 110, Newport Beach, CA 92660 (the "Applicant" and "Developer"), has filed development applications and requested approval of Development Agreement No. 25 related to General Plan Amendment No. 142, Conditional Use Permit Nos. 1155 and 1156, Commission Review & Approval Nos. 933 and 934, and Vesting Tentative Tract Map No. 20425 (the "Project"); and

WHEREAS, Applicant is the owner of the real property generally located on the south side of West Redlands Boulevard, west side of Orange Street, north side of West Citrus Avenue, and east side of Eureka Street (Assessor Parcel Numbers 0171-053-01-0000, 0171-053-02-0000, 0171-053-03-0000, 0171-053-04-0000, and 0171-053-05-0000, 0171-053-06-0000) and on the south side of West Citrus Avenue between Eureka Street and South Fourth Street (Assessor Parcel Numbers 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, and 0171-251-10-0000) (the "Property"); and

WHEREAS, on May 10, 2022, the City Council unanimously adopted Resolution Nos. 8339 and 8340 approving the mixed use development Project for the phased development of:

- Five 3- to 4-story mixed-use buildings consisting of:
  - 700 multifamily dwelling units;
  - 71,778 square feet of ground-floor retail;
  - 12,328 square feet of office space;
  - On-site parking garages to serve the project;
  - Amenity areas and private open space areas;
  - A community building with amenities for residents;
  - A 1,721 square foot rooftop restaurant space with a rooftop deck;
  - Plaza area for public open space; and,
- One 14,500 square foot single-story retail building for a drugstore with drive-through lane and surface parking lot; and

WHEREAS, on May 10, 2022, the City Council unanimously adopted Resolution No. 8338 approving General Plan Amendment No. 142 for the Project; and

WHEREAS, on May 10, 2022, the City Council unanimously adopted Resolution No. 8341 approving Vesting Tentative Tract Map No. 20425 for the Project; and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State California Environmental Quality Act ("CEQA") Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Redlands is the lead agency for the proposed Project; and

WHEREAS, consistent with CEQA (Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City prepared a Draft Sustainable Communities Environmental Assessment ("Draft SCEA") and circulated that Draft SCEA for public review and comment for a period of thirty (30) days beginning on November 5, 2021, and ending on December 6, 2021; and

WHEREAS, consistent with CEQA and the State CEQA Guidelines, the City prepared a Final Sustainable Communities Environmental Assessment ("Final SCEA"), consisting of the Draft SCEA, all technical appendices prepared in support of the Draft SCEA, all comment letters received on the Draft SCEA, written responses to all comment letters received on the Draft SCEA, and errata to the Draft SCEA and technical appendices; and

WHEREAS, the Sustainable Communities Environmental Assessment consists of the Final SCEA and its attachments and appendices, as well as the Draft SCEA and its attachments and appendices (as modified by the Final SCEA); and

WHEREAS, the City Council adopted Resolution No. 8337 on May 10, 2022, whereby the Sustainable Communities Environmental Assessment (SCEA), Environmental Findings of Fact, and Mitigation Monitoring and Reporting Program were adopted for the Project including Development Agreement No. 25; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, Developer has proposed to enter into a development agreement concerning the Project ("Development Agreement") to provide

assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased employment and the public gathering opportunities created by the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to conditions and requirements set forth therein; and

WHEREAS, the City of Redlands Planning Commission held a public hearing at the City Council Chambers on June 14, 2022, at a regularly scheduled meeting, notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Redlands Municipal Code, heard and considered evidence for and against the proposed Development Agreement No. 25, and investigated and made findings and recommendations in conjunction therewith; and

WHEREAS, on July 8, 2022, a Notice of Public Hearing was published in a newspaper of general circulation within the City of Redlands and was mailed to all interested parties, as well as property owners within a 300-foot radius, in accordance with the Government Code and Redlands Municipal Code as required by law; and

WHEREAS, the City of Redlands City Council held a public hearing at the City Council Chambers on July 19, 2022, at a regularly scheduled meeting, notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Government Code and Redlands Municipal Code, heard and considered evidence for and against the proposed Development Agreement No. 25, and investigated and made findings in conjunction therewith that the proposed Project is fair, just, and reasonable and consistent with the General Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby finds that the foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Section 2. Pursuant to Resolution No. 8337, the City Council has adopted Environmental Findings of Fact, a Mitigation Monitoring and Reporting Program, and adopted the Sustainable Communities Environmental Assessment (SCEA) prepared for the Project and Development Agreement No. 25.

Section 3. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement is consistent with the General Plan because the Development Agreement will result in the development of the Property at the density and intensity of use allowed under the General Plan.

Section 4. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds the Development Agreement is in the best interests of the City and good land use practices as it ensure the orderly development of the Property with amenities and infrastructure that will be beneficial to the community.

Section 5. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety and welfare of the community because the Development Agreement will permit land uses that best reflect community needs, including the need for office, commercial and retail spaces, and will allow for the most efficient and logical development of the real property governed by the Development Agreement in the City.

Section 6. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that: (i) the economic interests of Redlands residents and the public health, safety and welfare will be best served by entering into the Development Agreement; (ii) this Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the area in which the Property is located; (iii) the Development Agreement is in conformity with the public convenience, general welfare and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety and general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the property it governs or any other property. The City Council also hereby adopts the findings made by the Planning Commission in its recommendation to the City Council for approval of Development Agreement No. 25.

The City Council further finds that among others, the following public benefits accrue to the residents of the City as a result of the Development Agreement:

A. The revitalization of an underdeveloped site.

B. The development of onsite infrastructure upgrades that would not occur otherwise, including public and private streets, and public infrastructure required to achieve the housing and job benefits to be derived from the Project.

C. The generation of additional sales and property taxes.

D. The stimulation of adjacent areas in the downtown area of the City by introducing unique shopping, dining, and entertainment experiences.

E. The implementation of numerous City planning and economic development policies which benefit the health and fiscal welfare of the City and its residents.

F. The provision for the creation of much-needed public gathering spaces, including a limited public easement over the public green and paseo for public and private spaces and including public and private paseos to facilitate public use and recreation of such areas.

G. The implementation of a marketing and leasing strategy which will initially target the provision of housing to local and regional tenants.

H. The reestablishment of historical State Street and Third Street through the Project site.

I. The construction of additional housing options in the City including rental dwelling units and condominium (for sale) dwelling units.

J. The unbundling of parking from residential units such that separate rental fees are charged for parking and living spaces.

K. Facilitation of mixed use developments with significant higher-density housing components in the core areas of the City to promote alternative modes of transportation and transit, reduce vehicle miles traveled, improve air quality and healthy environment in the City, reduce sprawl, reduce costs of building and maintaining public infrastructure, and preserve the City's agricultural and open space land around the periphery of the City.

Section 7. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement is consistent with the General Plan because the Development Agreement will result in the development of the Property at the intensity and density allowed under the General Plan.

Section 8. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that the Development Agreement is in compliance with the conditions, requirements, restrictions, and terms of the Municipal Code, in that it includes all mandatory provisions required by Government Code § 65865.2 and does not include any provisions that are not authorized by the Development Agreement Act.

Section 9. Pursuant to California Government Code Section 65865, the City Council hereby approves the Development Agreement attached hereto and incorporated herein by reference as Exhibit "A," entitled "Redlands Mall Redevelopment Into State Street Village Development Agreement," subject to any minor, technical, and non-substantive changes approved by the City Manager and the City Attorney, and authorizes the City Manager to execute the Development Agreement and any documents related thereto.

Section 10. The Mayor shall sign this Ordinance and the City Clerk shall certify the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this

Ordinance shall take effect as provided by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by the full execution thereof, the Secretary shall record with the San Bernardino County Recorder a copy of the Development Agreement.

Paul T. Barich, 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 by the City Council at a regular meeting thereof held on the _____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

DEVELOPMENT AGREEMENT
FOR THE STATE STREET VILLAGE PROJECT

RECORDED AT REQUEST OF:

Clerk, City Council
City of Redlands

WHEN RECORDED RETURN TO:

City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373
Attention: City Clerk

Exempt from Filing Fees, Government Code Section 6103

REDLANDS MALL REDEVELOPMENT INTO STATE STREET VILLAGE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF REDLANDS, a California municipal corporation

and

VPV STATE STREET VILLAGE, LLC, a Delaware limited liability company

Dated as of June 27, 2022, for reference purposes

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STATE STREET VILLAGE
DEVELOPMENT AGREEMENT

THIS STATE STREET VILLAGE DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by the **CITY OF REDLANDS**, a California municipal corporation and general law city (hereinafter "**CITY**"), and **VPV STATE STREET VILLAGE, LLC**, a Delaware limited liability company (hereinafter "**OWNER**"). CITY and OWNER are sometimes referred to individually as "**Party**" and collectively as "**Parties**." This Agreement is dated _____, 2022 for reference purposes only; it will not become effective until the "**Effective Date**" (defined below).

RECITALS

A. CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code.

B. OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY.

C. By electing to enter into this Agreement, CITY shall bind future City Councils of CITY by certain of the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY including the power of initiative.

D. The terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable.

E. The best interests of the citizens of the City of Redlands (the "CITY") and the public health, safety and welfare will be served by entering into this Agreement.

F. All of the procedures of the California Environmental Quality Act have been met with respect to the Project and this Agreement.

G. This Agreement and the Project are consistent with CITY'S Comprehensive General Plan, as amended, and the Transit Villages Specific Plan, as adopted, provided the Specific Plan is not more restrictive in terms of density or stories or heights than the other Project approvals.

H. All actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

I. Development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY.

J. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended.

K. OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure the vesting of its legal rights to develop the Property in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Exhibits

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

(A) "***Agreement***" means this Development Agreement.

(B) "***CITY***" means the City of Redlands, a municipal corporation, organized and existing pursuant to the laws of the State of California.

(C) "***Completed***," "***Completion***," and initially capitalized variants thereof mean, with respect to that element of the Project to which the term relates, that Owner has received a certificate of occupancy (including a temporary certificate of occupancy).

(D) "***Development***" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "**Development**" includes the maintenance , repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof if undertaken during the Term of this Agreement.

(E) "***Development Agreement Policies***" means those certain development agreement procedures and requirements established in accord with City Municipal Code Chapter 18.220.

(F) "***Development Approvals***" means all permits and other entitlements for use or construction and subdivisions subject to approval or issuance by CITY in connection with the Development of the Property, including, but not limited to:

(1) specific plans and specific plan amendments, including the Specific Plan;

(2) tentative and final subdivision and parcel maps;

(3) site plans/design review (Commission Review and Approval);

(4) conditional use permits;

(5) zoning;

(6) demolition, grading and building permits; and

(7) All environmental approvals under the California Environmental Quality Act.

(G) "***Development Exaction***" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests, including those imposed in accord with the MMRP (as defined in paragraph (P), below). "Development Exaction" includes Development Impact Fees.

(H) "***Development Impact Fee***" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by CITY in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees for processing applications for governmental regulatory actions or approvals or fees collected under development agreements adopted pursuant to Article 2.5 of the Governments Code (commencing with Section 65864).

(I) "***Development Plan***" means the Existing Development Approvals and the Existing Land Use Regulations applicable to the Development of the Property, and the more particular plan for the development of the Property as further set forth in Exhibit C.

(J) "***Effective Date***" means the date the ordinance approving this Agreement becomes effective.

(K) "***Existing Development Approvals***" means all Development Approvals approved or issued prior to the Effective Date. "Existing Development Approvals" include the Development Approvals described on the attached Exhibit C and all other Development Approvals which are a matter of public record on the Effective Date. Notwithstanding any provision herein to the contrary, "Development Approvals" include the Specific Plan.

(L) "***Existing Land Use Regulations***" means all Land Use Regulations in effect on the Effective Date. "Existing Land Use Regulations" include the Land Use Regulations incorporated herein as Exhibit D and all other Land Use Regulations which are a matter of public record on the Effective Date. Notwithstanding any provision herein to the contrary, "Existing Land Use Regulations" include the Specific Plan.

(M) "***General Plan Amendment***" means the amendment to CITY'S General Plan identified in CITY records as GPA No. 142, providing for the redesignation of five parcels on a portion of the Property necessary to permit the Development of the Property as described herein **and approved by City Council Resolution No. 8338 on May 10, 2022**.

(N) "***Land Use Regulations***" means all CITY ordinances, policies , standards resolutions, codes, rules, regulations and official policies, including without limitation the Specific Plan, governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development of the Property. "**Land Use Regulations**" do not include any CITY ordinance, resolution, code, rule, regulation, or official policy governing:

(1) the conduct of businesses, professions, and occupations;

(2) taxes and assessments;

(3) the control and abatement of nuisances;

(4) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or

(5) the exercise of the power of eminent domain.

(O) "***Mitigation Monitoring and Reporting Program***" or "***MMRP***" means the mitigation monitoring and reporting program for assessing and ensuring compliance with required environmental impact mitigation measures **approved by City Council Resolution No. 8337, on May 10, 2022 in conjunction with the City Council's certification of the SCEA**.

(P) "***Mortgagee***" means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

(Q) "***OWNER***" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

(R) "***Project***" means the Development of the Property contemplated by the Development Plan, as such Development Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement.

(S) "***Property***" means the real property described on Exhibit A and shown on Exhibit B to this Agreement.

(T) "***Reservations of Authority***" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

(U) "***Related General Plan Amendment"*** means that certain General Plan Amendment related to the Specific Plan, which will be adopted by CITY when the Specific Plan is adopted and which when effective shall automatically be deemed to be included within the Existing Development Approvals and the Existing Land Use Regulations; on condition that the Related General Plan Amendment is not materially inconsistent with those certain land uses otherwise permitted pursuant to this Agreement in that they are the equivalent of a "minor"

deviation therefrom, as such term is otherwise used and applied regarding scope and effect to different circumstances in Section 3.5. In order to attempt to avoid more than a "minor" deviation, CITY will reasonably confer with OWNER prior to adopting the Related General Plan Amendment.

(V) "***Secured Entitlements Date***" means the date on which both (i) CITY has approved the General Plan Amendment, Tract Map, and the SCEA/MMRP, and all other Development Approvals required by CITY to permit OWNER to obtain a demolition , grading and building permit for the vertical construction of the first (1st)-to-be-developed building described in the Development Plan (individually, an "**Approval**" and, collectively, "**Approvals**") in the substantive form requested by OWNER, subject only to those changes to which OWNER affirmatively consents in writing, and (ii) each and all of the Approvals have become Final. The Approvals will become "**Final**" when (i) thirty (30) days following the date of the CITY'S approval of the last Approval and no litigation has been filed, or (ii) if litigation is filed, the litigation has been denied by the trial court and the time to appeal, petition for certiorari or move for reargument or rehearing of the trial court's ruling has expired and no appeal, petition for certiorari or other proceedings for reargument or rehearing is then pending, or (iii) if an appeal, writ of certiorari, reargument or rehearing of the trial court's ruling has been sought, the Approvals shall have been affirmed by the highest court to which the Approvals were appealed, or certiorari has been denied, or if reargument or rehearing of the trial court's ruling was sought, the time to take any further appeal, petition for certiorari or move for reargument or rehearing has expired.

Either Party may send written notice to the other that sets forth the sending Party's assertion of when the Secured Entitlements Date has occurred. The receiving Party must respond within thirty (30) business days following receipt as to its concurrence or disapproval. In the event the receiving Party fails to respond within the time period set forth in the preceding sentence , the "**Secured Entitlements Date**" shall be deemed to be as set forth in the sender's notice .

(W) "***Specific Plan***" means the draft "**Transit Villages Specific Plan**" identified in CITY records as SP No. 65; provided that upon its adoption by CITY, the final Transit Villages Specific Plan, including without limitation all documents certified or adopted relative thereto pursuant to the California Environmental Quality Act, shall automatically be substituted for the draft Specific Plan for purposes hereof, and shall then be deemed to be the Specific Plan.

(X) "***Subdivision Map Act***" means Government Code Sections 66410, et seq.

(Y) "***Subsequent Development Approvals***" means all Development Approvals required subsequent to the Effective Date in connection with the Development of the Property.

(Z) "***Subsequent Land Use Regulations***" means any Land Use Regulations adopted and effective after the Effective Date.

(AA) "***Sustainable Communities Environmental Assessment or SCEA***" means that certain environmental document prepared in accord with the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) and entitled State Street Village Project Sustainable Communities Environmental Assessment (SCH No. 2021110117). **The SCEA for the Project was certified by City Council Resolution No. 8337 on May 10 , 2022.**

(BB) "***Term***" has the meaning given in Section 2.3 of this Agreement.

(CC) "***Tract Map***" means the subdivision map identified in CITY records as Vesting Tentative Tract Map No. 20425 **and approved by the CITY with City Council Resolution No. 8341 on May 10 , 2022.**

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit A – Legal Description of the Property

Exhibit B – Map showing Property and its Location

Exhibit C – Existing Development Approvals

Exhibit D – Existing Land Use Regulations

Exhibit E – Schedule of Impact Fees

Exhibit F – Fee Credits

2. General Provisions

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. The Development of the Property is hereby authorized and shall be carried out only in accordance with the provisions of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of fee simple title to the Property.

2.3 Term.

(A) The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of fifteen (15) years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement.

(B) The Term of this Agreement may be extended in accord with Section 2.5.

(C) The term of all subdivision maps included within the Development Approvals shall be co-terminus with the Term of the Agreement.

(D) Thereafter, OWNER shall have no vested right under this Agreement regardless of whether OWNER has paid any Development Impact Fee.

(E) Notwithstanding the foregoing, this Agreement shall be terminated effective as of the fifth (5^{th}) anniversary of the Effective Date (*"**Construction Commencement Deadline**"*) subject to Section 10.12, unless OWNER shall have commenced, and diligently and continuously proceeded with construction of Phases 1A or 1B of Alternative 1 or Phase 1 of Alternative 2 of the Project, as described in that certain State Street Village Phasing Plan attached

to Redlands City Council Resolution Nos. 8339, 8340 and 8341 approving the Conditional Use Permit, Commission Review & Approval, and Tentative Tract Map.

2.4 Sale or Assignment.

(A) OWNER may sell, transfer, or assign the Property, in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act) to any person, partnership, joint venture, affiliate, firm, or corporation at any time; provided, however, that any such sale, transfer or assignment must be made in compliance with the following conditions:

(1) Any sale, transfer or assignment of any right or interest under this Agreement must be made together with the sale, transfer or assignment of all or a part of the Property.

(2) Concurrent with any such sale, transfer, or assignment, or within twenty (20) business days thereafter, OWNER shall notify CITY, in writing, of such sale, transfer, or assignment and shall provide CITY with an agreement, in a form reasonably acceptable to CITY, executed by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee, effective on acquisition of title to the affected property expressly and unconditionally assumes all the duties, covenants, agreements, waivers and obligations of OWNER under this Agreement to the extent applicable to the part of the Property being transferred.

(a) The qualifications and identity of OWNER are of particular concern to CITY. It is because of those qualifications and identity that CITY has entered into this Agreement with OWNER. For the period of the Term, no voluntary or involuntary successor in interest of OWNER shall acquire any rights or (i) powers under this Agreement, nor shall OWNER make any total or partial sale; transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project (any of which is hereafter referred to as a "**Transfer**") without prior written approval of CITY, except as expressly set forth hereinafter. Any proposed total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project without CITY consent will constitute a default under this Agreement.

(b) Notwithstanding any other provision of this Agreement to the contrary, CITY approval of a Transfer shall not be required in connection with any of the following:

(i) Any Transfers to an entity or entities in which OWNER retains a minimum of fifty-percent (50%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(ii) The Transfer or dedication of any portion of the Property to CITY or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Project.

(iii) Any requested assignment/encumbrance for financing purposes including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Project.

(iv) In the event of an assignment or Transfer by Developer under subparagraphs (i) through (iii), inclusive, above not requiring the CITY'S prior approval, OWNER nevertheless agrees that at least thirty (30) days prior to such assignment it shall give written notice to CITY of such assignment or Transfer and satisfactory evidence that the assignee or transferee has assumed jointly with OWNER the obligations of this Agreement.

(c) CITY agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 2.4(A), provided OWNER delivers written notice to CITY requesting such approval. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable CITY to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 2.4(A) and as reasonably determined by CITY. CITY shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Project, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the Term, which CITY determines does not possess equal or better qualifications than OWNER. An Assignment, Assumption and Release Agreement in form satisfactory to the City Attorney shall also be required for all proposed assignments. Within thirty (30) days after the receipt of OWNER'S written notice requesting CITY approval of an assignment or transfer pursuant to this Section 2.4(A), CITY shall either approve or disapprove such proposed assignment or transfer, or shall respond in writing by stating what further information, if any, CITY reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, OWNER shall promptly furnish to CITY such further information as may be reasonably requested.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions and requirements shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by subparagraph (2) above ,the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser , transferee or assignee until and unless such agreement is executed.

(B) Notwithstanding any sale, transfer, or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(1) OWNER no longer has a legal or equitable interest in the part of the Property transferred.

(2) OWNER is not then in default under this Agreement.

(3) OWNER has provided CITY with the notice and executed agreement required under subparagraph (A)(2), above.

(4) The purchaser, transferee, or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations under this Agreement.

(C) Any subsequent sale, transfer, or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

(D) Upon issuance of a certificate of occupancy for a building on the applicable lot and the payment of all fees for such lot set forth in this Agreement, a purchaser, transferee, or assignee of a commercial or industrially-zoned lot, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development has been approved, shall be entitled to submit a written request to CITY to release said lot from any obligations under this Agreement. Likewise , upon the sale , lease or other transfer of any residential unit pursuant to a final subdivision map of any residential lot or condominium , such residential unit and the owner thereof shall be deemed released from all obligations under this Agreement and may request a written release from CITY. Within thirty (30) days following its receipt of such request, CITY shall review, and if the above conditions are satisfied, shall approve the request for release and notify the purchaser, transferee, or assignee in writing thereof. CITY will execute in recordable form and deliver any instrument as may be requested to evidence the release described in this subparagraph (D). Except as otherwise provided in this Agreement, no such release approved pursuant to this subparagraph (D) shall cause a release of OWNER from its duties and obligations under this Agreement. With respect to the transfer and release referenced in this Section 2.4 the obligations hereunder are not joint and several but several as to portions of the Property transferred as provided in this Section.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868 and the Development Agreement Policies. This provision shall not limit any remedy of CITY or OWNER provided by this Agreement.

2.6 Termination.

(A) This Agreement shall terminate and be of no further effect upon the occurrence of any of the following events:

(1) Expiration of the Term.

(2) Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement.

(3) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(4) The completion of the Project as a whole or applicable phase, as evidenced by the issuance of all required occupancy permits and acceptance by CITY (or other applicable public agency) of all required public dedications. It is anticipated that completion of the Project as evidenced by issuance of occupancy and required public dedications, may occur in phases as reasonably agreed upon by CITY and OWNER.

(5) Termination of this Agreement in accord with any of the termination provisions set forth in this Agreement.

(B) Termination of this Agreement will not operate to terminate any Development Approval in effect prior to the termination or affect any vested right previously acquired by OWNER under applicable California law. Nothing in this Agreement eliminates, limits, expands, or modifies CITY'S authority to adopt, amend or rescind the Specific Plan or other Development Approvals, subject, however, to OWNER'S vested development rights granted herein , acquired under California law and provided all applicable legal requirements and legal limitations that would be applicable to CITY'S actions in the absence of this Agreement.

(C) Upon the termination of this Agreement, neither Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination, or with respect to any default which occurred prior to such termination, or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(A) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

(B) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier. All notices shall be addressed as follows:

If to CITY:	City of Redlands 35 Cajon Street, Suite 200 Redlands, CA 92335 Attn: City Manager Telephone: (909) 350-7600
with a copy to:	City of Redlands 35 Cajon Street, Suite 200 Redlands, CA 92373 Attn: Redlands City Attorney Telephone: (909) 350-7600

If to OWNER:	VPV STATE STREET VILLAGE, LLC c/o Village Partners 4350 Von Karman Avenue, Suite 200 Newport Beach, CA 92660 Attn: Don Henry Telephone: (949) 697-7767
And:	VPV STATE STREET VILLAGE, LLC c\o Village Partners 4350 Von Karman Avenue, Suite 200 Newport Beach, CA 92660 Attn: Michael Morris Telephone: (949) 433-8568
with a copy to:	Dzida, Carey &Steinman 3 Park Plaza, Suite 750 Irvine, CA 92614 Attn: Steven J. Dzida, Esq. Telephone: (949) 399 0363

Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. Development of the Property

3.1 Rights to Develop. Subject to the limitations of this Agreement, including the Reservations of Authority, OWNER shall have the vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions.

(A) Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the ordinances, rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise its

discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority. CITY shall accept for processing, review, and action all applications for Subsequent Development Approvals and such applications shall be processed in the normal manner for processing such matters.

(B) Unless otherwise permitted by the Reservations of Authority, CITY may not impose any Development Exaction on the Project, including in connection with the Subsequent Development Approvals, that is inconsistent with the Development Plan, the MMRP, or this Agreement.

3.3 Timing of Development. The Parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the Parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is CITY'S and OWNER'S intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.4 Development Phasing. The Development of the Property is subject to any timing and phasing requirements established by and set forth in the Development Plan.

3.5 Changes and Amendments.

(A) The Parties acknowledge that refinement and further development of the Project may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. If OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER may apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement, including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit C and may be further changed from time to time as provided in this Section 3.5.

(B) Unless otherwise required by law, as determined in CITY'S reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and may be approved by the City Manager or City Manager's designee and not require an amendment to this Agreement provided the change does not:

(1) Materially increase the density or intensity of use of the Property as a whole;

(2) Materially increase the square footage of buildings, as long as the maximum height of permitted buildings is not increased;

(3) Materially alter a requirement for the reservation or dedication of land for public purposes; or,

(4) Modify the Project to the extent a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code is required.

For purposes of this Section 3.5(B), materially" shall mean in excess of five percent (5%) of the referenced development parameter.

3.6 Reservations of Authority.

(A) Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development of the Property:

(1) Processing fees and charges of every kind and nature imposed by CITY to cover the actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(3) Regulations governing construction standards and specifications applicable to public and private improvements or affecting health and safety including, without limitation, the CITY'S Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.

(4) Regulations imposing Development Exactions; provided however, that no such subsequent adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply to completed improvements with respect to which the owner has vested rights or if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4.2 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4.2 of this Agreement to the extent such fees fulfill the same purposes. Notwithstanding the foregoing or any provision in this Agreement to the contrary, CITY shall have the right to lower or increase Development Impact Fees from time to time, in its sole discretion, and any and all revised Development Impact Fees shall be applicable to the Project at the time they are due for payment.

(5) Regulations which may be in conflict with the Development Plan but which are uniformly applied by CITY to similar uses and reasonably necessary to eliminate or mitigate a serious and immediate threat to public health or safety. To the extent possible, any such regulations shall use the least restrictive means of accomplishing the identified health and safety

concern, and be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(6) Regulations which do not conflict with the Development Plan. As one example, any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of the Development of the Property shall be deemed to conflict with the Development Plan and shall, therefore, not be applicable to the Development of the Property.

(7) Regulations which conflict with the Development Plan if OWNER has given written consent to the application of such regulations to the Development of the Property.

(8) Regulations that impose, levy, alter or amend fees, or Land Use Regulations relating to future services (but not infrastructure or improvements funded by other Development Exactions), including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(9) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

(B) This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or on the basis of any Subsequent Land Use Regulation not in conflict with the Development Plan. For all purposes of this Agreement generally, and this Section 3.6 specifically, Land Use Regulations will be deemed to conflict with the Development Plan and this Agreement if the Land Use Regulations seek to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, height or size of structures, or modify the type of Development, on the Property; (ii) regulate the timing or sequencing of the Development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the Development Plan to be constructed or paid for by OWNER or a subsequent owner of the Property; (iv) materially increase the costs of the Development or materially reduce the value of the Property; or (v) restrict or modify the use of the Property in any manner or degree other than as set forth in the Development Plan. The permitted uses for development of the Project and rights granted hereunder are specified in Redlands Municipal Code Section 18.92 (C-3 General Commercial District) and the Specific Plan, and are incorporated herein by this reference.

(C) In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

(D) The Parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. The CITY reserves all such power and authority which cannot be restricted by contract or is not restricted by vested rights as otherwise established under applicable law.

3.7 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, then OWNER shall, if required by applicable laws to do so, perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.8 [Intentionally Deleted]

3.9 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.10 Tentative Subdivision Map Extension. In accord with Section 66452.6 of the Government Code, every tentative parcel and subdivision map approved in connection with Development of the Property will be valid for a period equal to the longer of: (1) the remaining period of the Term of this Agreement as of the time of tentative map approval; and (2) the longest period authorized by the Subdivision Map Act, City Municipal Code, or other applicable law as of the time of tentative map approval.

3.11 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Likewise OWNER'S vested development rights under applicable law shall not be affected by the total or partial invalidation of this Agreement. Except as set forth above, the Development of the Property shall occur only as provided in this Agreement and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. OWNER shall contract with CITY for CITY-owned or operated utilities serving the Project for such prices and on such terms as may be mutually agreed to between the Parties.

3.13 Covenants, Conditions and Restrictions. OWNER shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as OWNER deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, OWNER shall provide a

copy of the CC&Rs to CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from OWNER, the City Attorney shall provide OWNER with either (i) a statement that the CC&Rs comply with this Agreement ("**CC&R Approval**") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "**Statement of Non-Compliance**"). If the City Attorney fails to provide OWNER with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by OWNER, CITY shall be deemed to have approved the CC&Rs and OWNER may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, OWNER shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of OWNER'S response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until OWNER either (1) receives CC&R Approval, (2) files an action for declaratory relief in San Bernardino County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind OWNER'S successors and assigns.

3.14 Specific CITY Actions.

(A) At the cost and expense of OWNER, CITY shall reprogram and modify existing State Street/Orange Street traffic signal to efficiently incorporate the needs of the Project. Any new traffic signal and related improvements shall be installed by and at the cost and expense of OWNER.

(B) CITY shall, subject to reasonable health and safety conditions, issue annual permits for up to 24 events in the Project plaza on private property with a single public notice in advance or if allowed by applicable law waive such requirement and issue such permit(s) administratively. OWNER shall provide CITY with a description of each event and associated marketing and public notices of same in advance of each event. All of CITY'S existing special event or similar permit approval requirements shall be applicable, including all required findings and imposition of conditions thereunder and including the payment of then current application fees to CITY.

(C) CITY shall, subject to reasonable health and safety conditions and all other requirements of law applicable to street closures at the time of each applicable event, issue an annual permit for up to 12 events allowing closure of State Street and Third Street, if public streets, for civic and public events as provided in the preceding paragraph.

(D) CITY shall use commercially reasonable efforts to eliminate all public parking requirements within the 2017 Parking Agreement between City and Brixton.

4. Public Benefits

4.1 Intent. The Parties acknowledge and agree that the Development of the Property will result in substantial public needs which will not be fully met by the Development Plan and

further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project , including the following:

(A) OWNER has master-planned the Project and shall develop the Project in logical phases to facilitate public improvements.

(B) OWNER shall construct all public and private streets and infrastructure required to achieve the housing and job benefits to be derived from the Project.

(C) OWNER shall implement a marketing and leasing strategy which will initially target the provision of housing to local and regional tenants.

(D) Separate and apart from, and in addition to, the provisions set forth in Subsection 3.14(B), OWNER shall grant to CITY, and record in the office of the San Bernardino County Recorder's Office, a memorandum of license agreement in a form and substance approved by the City Attorney, which agreement shall provide the CITY a non-exclusive license ("License") to enter upon the Project plaza, for purposes of enabling CITY to conduct or oversee public or private events during up to twelve (12) days in any calendar year; provided that CITY shall provide notice to OWNER of any such proposed use at least thirty (30) days prior to commencement of such proposed use, and such proposed use shall be allowed only if it does not conflict with any confirmed prior reservation of the applicable area by OWNER for a specific event. The License shall include commercially reasonable lender protection/estoppel provisions and indemnification of the Owner for its use.

(E) OWNER shall re-establish historical State Street and Third Street through the Project site.

(F) OWNER shall establish public and private paseos as described in the Development Plan to facilitate public use and recreation of such areas.

(G) OWNER shall unbundle parking from residential units such that separate rental fees are charged for parking and living space.

4.2 Development Impact Fees.

(A) CITY has adopted a Development Impact Fee program designed to offset the costs of mitigating environmental and other impacts caused by development upon public facilities and improvements.

(B) During the Term of this Agreement, the only categories of Development Impact Fees (separate and apart from the amount of each Development Impact Fee) that will be applicable to the Project are those Development Impact Fees specified in the "**Schedule of Development Impact Fees**" attached as Exhibit E ("**Schedule of Impact Fees**"). OWNER understands and agrees that CITY is in the process of updating Development Impact Fees. During the Term of this Agreement, no categories of Development Impact Fees other than those specified

in the Schedule of Impact Fees adopted by CITY as of the Effective Date will be applicable to the Project. OWNER further understands and agrees that the amount of each Development Impact Fee may be lowered or increased from time to time, in the discretion of CITY and any and all revised Development Impact Fees shall be applicable to the Project at the time they are due for payment.

(C) Nothing in this Section 4.2 limits the right of any other local, regional, state, or federal agency or district to impose upon the Project otherwise lawful fees, including non-CITY fees imposed by these agencies or districts and collected by CITY for the benefit of those agencies or districts.

(D) Development Impact Fees shall be paid by OWNER to CITY at such times as they are ordinarily due and payable to CITY.

4.3 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement (but termination of this Agreement shall not constitute a forfeiture of Owner's interest in such prepaid fees , rights to a credit against then applicable Development Impact Fees or vested rights previously obtained by Owner). Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit D, any increase or amendment of any Development Impact Fee, or any combination thereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY'S sole discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY'S determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER'S Property.

4.6 Credits. OWNER shall be entitled to credit against the fees required pursuant to Section 4.2 for the dedication of land, the construction of improvements, or the payment of fees as specifically set forth in Exhibit F.

5. Financing of Public Improvements

5.1 Financing Districts.

(A) OWNER may propose and if requested by CITY shall cooperate in the formation of a special assessment district, community facilities district, SCIP, EIFD or alternate financing mechanism, public grants (collectively, a "**Financing District**") to pay for the construction or maintenance of those public improvements required by the Development Plan. If a Financing District is formed, OWNER will be reimbursed from the proceeds of any debt

financing issued by the Financing District to the extent that OWNER spends funds for reasonable costs and expenses which are reimbursable under the instruments and law applicable to the debt financing. Tax rates or assessments of the Financing District may not exceed CITY'S then-current policies regarding public financing districts.

(B) This Section 5.1 is not a commitment by CITY to adopt a resolution of formation to form a Financing District or to approve Financing District debt financing. OWNER acknowledges that the adoption and approval of a resolution of formation is a legislative act within CITY'S unencumbered discretion. Likewise, OWNER is not obligated by this Agreement to approve the formation of a Financing District and OWNER reserves all of its legal rights in that regard.

(C) Notwithstanding any other provision in this Section 5.1, OWNER shall have the right, in OWNER's discretion, to pursue public financing mechanisms to fund the improvement of State Street, Third Street and Plaza Street, either as public or private streets, as long as such improvements are consistent with the Land Use Regulations. For this purpose, CITY shall reasonably cooperate with OWNER to obtain such financing consistent with CITY's right to approve a proposed mechanism to the extent such approval constitutes a legislative act.

6. Review for Compliance

6.1 Periodic Review.

(A) As required by California Government Code Section 65865.1, and in accordance with Chapter 18.220 of the Redlands Municipal Code ("**Chapter 18.220**") the Community Development Director, or person occupying a similar position ("**Community Development Director**"), will review this Agreement annually, on or before each anniversary of the Effective Date. The purpose of each review will be to ascertain OWNER'S good faith material compliance with this Agreement during the immediately prior year. OWNER shall submit an annual monitoring report ("**Annual Monitoring Report**"), in a form prepared and approved by the Community Development Director, as set forth in Chapter 18.220. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed CITY'S reasonably estimated fees and costs of reviewing OWNER'S compliance with this Agreement.

(B) The City Council may order a special review of OWNER'S compliance with this Agreement at any time.

(C) The annual review and any other special review shall be conducted in accordance with Chapter 18.220, and OWNER will be required to demonstrate its good faith compliance with this Agreement. OWNER shall have the burden of proof concerning the issue.

6.2 Proceedings for Modification or Termination.

If OWNER fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding of non-compliance under Chapter 18.220 in the manner described in Section 7.3, then CITY may proceed to modify or

terminate this Agreement, but only by the procedures set forth in Chapter 18.220 and in Section 7.3.

6.3 Certificate of Agreement Compliance. If OWNER is found or deemed to be in material compliance with this Agreement, then CITY will issue a "**Certificate of Agreement Compliance**" ("**Certificate**") to OWNER stating that this Agreement remains in effect and OWNER is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after an annual or special review, and state the anticipated date of the next annual review. OWNER may record the Certificate with the San Bernardino County Recorder. Whether or not the Certificate is relied upon by assignees, other transferees or OWNER, CITY shall not be bound by the Certificate if a default existed at the time of the annual periodic or special review, but was concealed from CITY or its reviewing person or body.

7. DEFAULT AND REMEDIES

7.1 Remedies in General. It is acknowledged by the Parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the Parties hereto may pursue any remedy at law or equity (including but not limited to specific performance and/or injunctive relief) available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages (such damages do not include attorney's fees with respect to the enforcement of the equitable remedies authorized above) to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(A) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(B) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(C) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "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."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within ninety (90) days after the effective date of such notice or, in the event that such default cannot be cured within such ninety (90) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such ninety (90) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within ninety (90) days after the effective date of such notice or, in the event that such default cannot be cured within such ninety (90) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such ninety (90) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any

act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action. OWNER shall have no obligation to indemnify or defend CITY against a claim based upon CITY's intentional misconduct.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(A) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(B) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "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."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. Mortgagee Protection

The Parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER'S sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(A) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(B) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER'S obligations under this Agreement.

(C) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(D) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER'S obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY'S performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. Miscellaneous Provisions

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code.

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

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions of Sections 4.1 through 4.6 are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions and, therefore, in the event such provisions are determined by a court of competent jurisdiction to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the procedural and substantive laws of the State of California, without regard to its conflict of laws principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All Section headings and subheadings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Attorneys' Fees. If either Party files any action or brings any proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover, as an element of its costs of suit and not as damages, its costs of suit, expert fees, consultant costs, collection costs, and reasonable attorneys' fees as fixed by the court or arbitrator (as applicable), including fees and costs incurred on appeal and in any bankruptcy proceedings.

10.8 Estoppel Certificates.

(A) Within ten (10) days following a Party's written request, the other Party will certify in writing that, to its actual knowledge:

(1) This Agreement is in full force and effect and is binding upon the certifying Party, unless the certifying Party disputes this affirmation, in which case the certifying Party will set forth the basis for its position in writing.

(2) This Agreement has not been amended or modified, except as otherwise expressly described in the certificate.

(3) The requesting Party is not in material default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as otherwise expressly described in the certificate.

(B) The Party requesting the estoppel certificate will reimburse the certifying party the amount of the certifying Party's costs incurred in the preparation and/or review of the estoppel certificate, not to exceed Five Hundred Dollars ($500.00).

10.9 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.10 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party thereafter.

10.11 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.12 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, pandemic, fires, wars, riots or similar hostilities, recession (defined as two (2) consecutive quarters of decline in quarterly real U.S. Gross Domestic Product), strikes and other labor difficulties beyond the Party's control, (including the Party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the Party's control. The Party claiming an extension or delay due to a force majeure event must (i) give written notice to the other Party within sixty (60) days following the onset of the event giving rise to the force majeure delay, and (ii) give written notice to the other Party within thirty (30) days following the cessation of the event giving rise to the force majeure delay. If any force majeure events occur, the Term of this Agreement and the time for performance by either Party of any of its obligations hereunder will be extended for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances due to a force majeure event for more than five (5) years.

10.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

10.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to the Development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

10.15 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

10.16 Survival of Certain Rights and Obligations. Upon the expiration or earlier termination of this Agreement, the entirety of CITY'S and OWNER'S rights and obligations arising under this Agreement will automatically end and be of no further force or effect, except the following: (a) rights and obligations which accrued prior to the expiration or termination of this Agreement, and (b) rights and obligations which specifically state that they will survive the expiration or termination of this Agreement.

10.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property by the owner of such property.

10.18 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.19 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain. No provision of this Agreement shall be construed to limit the CITY'S obligations and liabilities arising from or related to the exercise of CITY'S power of eminent domain.

10.20 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her

name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they have the authority to bind OWNER to the performance of its obligations hereunder.

10.22 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided (or ground lessor of any portion of the Property with a term in excess of 15 years) and sold/leased to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein as it relates to such portion of the Property (and not defaults relating to other lots within the Project).

10.23 Good Faith and Fair Dealing. The Parties hereby expressly incorporate a mutual covenant of good faith and fair dealing with respect to their interpretation hereof and respective performance under this Agreement.

[Signatures on following pages]

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC

OWNER

VPV STATE STREET VILLAGE , LLC , a Delaware limited partnership

By: VILLAGE PARTNERS VENTURES, LLC,
a Delaware limited partnership, Its Managing Member

By: Village Partners Investments, LLC,
a California limited liability company,
its administrative member

By:_____
Name:_____
Title:_____

Dated: _____

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

CITY

CITY OF REDLANDS, a California municipal corporation

By: _____
Mayor

Dated: _____

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

EXHIBIT A TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Legal Description of the Property

The Project site encompasses approximately 12.25 acres and 11 parcels of land with Citrus Avenue between the main parcel and outparcel. The 11 Assessor's Parcel Numbers (APNs) of the Project site are listed in the table below.

Assessor's Parcel Numbers

0171-053-01	0171-251-06
0171-053-02	0171-251-07
0171-053-03	0171-251-08
0171-053-04	0171-251-09
0171-053-05	0171-251-10
0171-053-06	

EXHIBIT B TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Map showing Property and its location

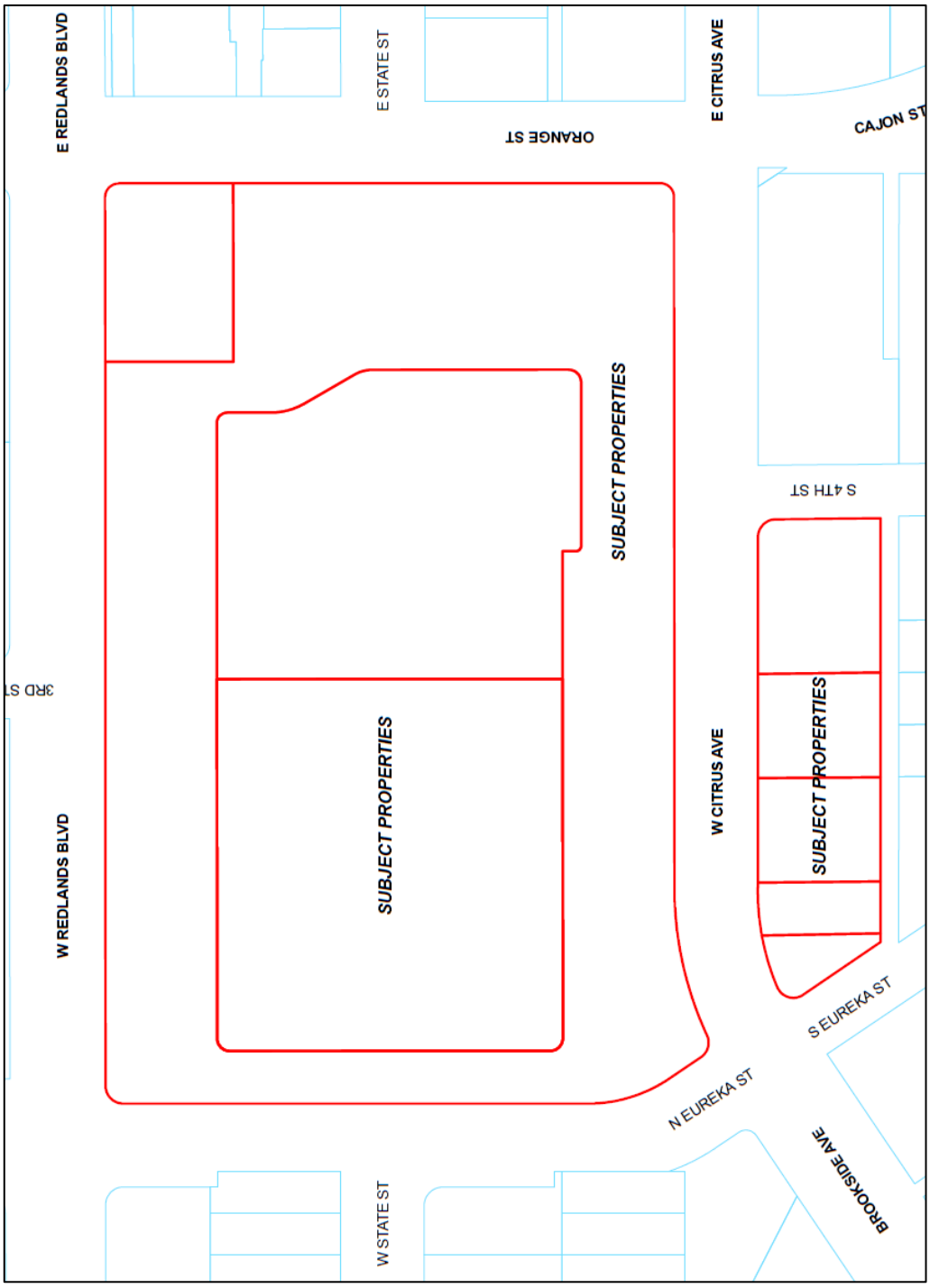

EXHIBIT C TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Existing Development Approvals

1. Redlands City Council Resolution No. 8337 Adopting Initial Study and Sustainable Communities Environmental Assessment Document Prepared for State Street Village Mixed Use Project.

2. Redlands City Council Resolution No. 8338 Approving Redlands General Plan Amendment No. 142.

3. Redlands City Council Resolution No. 8339 Approving Conditional Use Permit No. 1155 and Commission Review and Approval No. 933.

4. Redlands City Council Resolution No. 8340 Approving Conditional Use Permit No. 1156 and Approving Commission Review and Approval No. 934.

5. Redlands City Council Resolution No. 8341 Approving Vesting Tentative Tract Map No. 20425.

6. The Specific Plan (as defined in Subsection 1.1 (W) of this Agreement).

NOTE: The Existing Development Approvals include all plans and documents referenced in the above Existing Development Approvals including, without limitation, in the Specific Plan.

EXHIBIT D TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Existing Land Use Regulations

1. City of Redlands 2035 General Plan, adopted December 5, 2017.

2. City of Redlands Zoning Regulations (Title 18 of the Redlands Municipal Code), as amended.

3. The Specific Plan (as defined in Subsection 1.1 (W) of this Agreement).

EXHIBIT E TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Schedule of Impact Fees

[attached]

EXHIBIT E TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC.

RESOLUTION NO. 7951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS WITH RESPECT TO SEWER, WATER, SOLID WASTE, ACQUISITION OF WATER STOCK AND WATER RIGHTS, OPEN SPACE AND PARKS, TRANSPORTATION, AND PUBLIC FACILITIES, RESTATING SUCH DEVELOPMENT IMPACT FEES FOR ALL OTHER TYPES OF DEVELOPMENT, AND RESCINDING RESOLUTION NO. 7907

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

WHEREAS, it is now the desire of the City Council of the City of Redlands ("this City Council") to establish development impact fees for Accessory Dwelling Units; and

WHEREAS, on August 31, 2018, DTA, formally known as David Taussig and Associates, prepared a study in accordance with Government code section 66000 et seq. for the City recommending the amounts of development impact fees which may be imposed for Accessory Dwelling Units; and

WHEREAS, the development impact fee provisions of the Redlands Municipal Code provide that the specific amounts of fees shall be established by resolution of this City Council; and

WHEREAS, by purposes of efficiency, it is further the desire of this City Council to establish the development impact fees for Accessory Dwelling Units and restate the development impact fees for all other categories of development within this one resolution;

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

Section 1. The Open Space and Parks Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$2,454.85
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$1,841.14
2.	Single Family	$3,959.94
3.	Multi-Family	$3,624.62
4.	Transit Oriented	$2,454.85

Section 2. The Library Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$164.02

	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$123.01
2.	Single Family	$264.58
3.	Multi-Family	$242.18
4.	Transit Oriented	$164.02

Section 3. The Storm Drain Facilities Fee is hereby established in the following amounts:

	Residential	Fee per dwelling unit
1.	Single Family	$700.00
2.	Multi-Family	$343.00
3.	Transit Oriented	$343.00

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$170.00
2.	Commercial	$170.00
3.	Food Service and Entertainment	$170.00
4.	Office	$170.00
5.	Warehousing – Standard	$150.00
6.	Warehousing – High Cube	$150.00
7.	Manufacturing and Assembly	$150.00
8.	Industrial/Other	$150.00
9.	Institutional and Health Care	$150.00

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$170.00

Section 4. The Public Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$425.55
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$319.16
2.	Single Family	$686.45
3.	Multi-Family	$628.33
4.	Transit Oriented	$425.55

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$197.03
2.	Commercial	$83.13
3.	Food Service and Entertainment	$1,068.13
4.	Office	$852.83
5.	Warehousing – Standard	$266.06
6.	Warehousing – High Cube	$44.83

7.	Manufacturing and Assembly	$230.16
8.	Industrial/Other	$217.54
9.	Institutional and Health Care	$ 439.10

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$198.70

Section 5. The Fire Protection Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$357.74
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$268.31
2.	Single Family	$577.08
3.	Multi-Family	$528.21
4.	Transit Oriented	$357.74

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$165.64
2.	Commercial	$69.89
3.	Food Service and Entertainment	$897.94
4.	Office	$716.94
5.	Warehousing – Standard	$223.67
6.	Warehousing – High Cube	$37.69
7.	Manufacturing and Assembly	$193.49
8.	Industrial/Other	$182.88
9.	Institutional and Health Care	$369.14

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$167.04

Section 6. The Police Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$18.67
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$14.00
2.	Single Family	$30.11
3.	Multi-Family	$27.56
4.	Transit Oriented	$18.66

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$8.64
2.	Commercial	$3.65
3.	Food Service and Entertainment	$46.85
4.	Office	$37.40

5.	Warehousing – Standard	$11.67
6.	Warehousing – High Cube	$1.97
7.	Manufacturing and Assembly	$10.09
8.	Industrial/Other	$9.54
9.	Institutional and Health Care	$19.26

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$8.71

Section 7. The Transportation System Improvements Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$937.54
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$703.16
2.	Single Family	$1,512.36
3.	Multi-Family	$1,048.32
4.	Transit Oriented	$1,074.63

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$3,438.17
2.	Commercial	$3,331.11
3.	Food Service and Entertainment	$6,977.94
4.	Office	$2,007.94
5.	Warehousing – Standard	$709.44
6.	Warehousing – High Cube	$262.62
7.	Manufacturing and Assembly	$388.46
8.	Industrial/Other	$1,271.14
9.	Institutional and Health Care	$3,009.17

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$1,049.11

In lieu of using the San Bernardino County Congestion Management Program manual, the transportation system improvements fee for a non-residential project may be determined, at the discretion of the Municipal Utilities and Engineering Director, by use of an approved engineering traffic study to establish a more precise number of trips generated by that specific non-residential project to determine Transportation fees at the fee rate of $334.29 per trip which is the same per trip rate used in the establishment of the specific transportation rates listed above.

Section 8. The Sewer Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$824.65
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$618.49

2.	Single Family	$3,130.00
3.	Multi-Family	$2,295.00
4.	Building Permit issued prior To November 1, 1961	$366.00
5.	Senior Restricted dwelling unit	$1,774.00

	Non-Residential	Fee per 100 gallons per day estimated flow
1.	Retail/Commercial	$1,482.00

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	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$1,146.08
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$859.56
2.	Single Family (more than 1 acre)	$9,431.00
	Single Family (more than 21,000 sq. ft.)	$6,896.00
	Single Family (11,000 - 21,000 sq. ft.)	$5,623.00
	Single Family (less than 11,000 sq. ft.)	$4,350.00
3.	Multi-Family	$2,181.00
4.	Senior Restricted dwelling unit	$1,096.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$188.00

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	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$325.00
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$325.00
2.	Single Family	$650.00
3.	Multi-Family	$325.00

	Non-Residential	Fee PPD estimated waste stream
1.	Retail/Commercial	$52.00

Section 11. The Acquisition of Water Stocks and Water Rights Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$206.29
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$154.72
2.	Single Family (more than 1 acre)	$1,701.00
	Single Family (more than 21,000 sq. ft.)	$1,242.00
	Single Family (11,000 - 21,000 sq. ft.)	$1,023.00
	Single Family (less than 11,000 sq. ft.)	$783.00
3.	Multi-Family	$397.00
4.	Senior Restricted dwelling unit	$167.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$33.00

Note, the 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. Notwithstanding any other section of this resolution, the development impact fees for Accessory Dwelling Units established herein shall take effect thirty (30) days after the effective date of City of Redlands Ordinance No. 2880.

Section 13. This resolution shall take effect on April 2, 2019.

ADOPTED, SIGNED AND APPROVED this 2nd day of April, 2019.

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 2nd day of April, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSTAIN:	None
ABSENT:	None

Jeanne Donaldson, City Clerk

EXHIBIT F TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Fee Credits

OWNER shall be entitled to a credit against Development Impact Fees in the amount equal to the fees otherwise determined on a per square foot basis with respect to the square footage of retail/commercial buildings to be demolished by OWNER within the existing Redlands Mall as described in the Development Plan. For example, if OWNER demolishes 1000 square feet of retail space within the Redlands Mall, OWNER is entitled to a fee credit in the amount of Development Impact Fees which would be imposed by the City on the construction of 1000 square feet of new retail space. The credits may be used for Development Impact Fees for uses other than retail space.

RECORDED AT REQUEST OF:

Clerk, City Council
City of Redlands

WHEN RECORDED RETURN TO:

City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373
Attention: City Clerk

Exempt from Filing Fees, Government Code Section 6103

REDLANDS MALL REDEVELOPMENT INTO STATE STREET VILLAGE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF REDLANDS, a California municipal corporation

and

VPV STATE STREET VILLAGE, LLC, a Delaware limited liability company

Dated as of June 27, 2022, for reference purposes

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STATE STREET VILLAGE
DEVELOPMENT AGREEMENT

THIS STATE STREET VILLAGE DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by the **CITY OF REDLANDS**, a California municipal corporation and general law city (hereinafter "**CITY**"), and **VPV STATE STREET VILLAGE, LLC**, a Delaware limited liability company (hereinafter "**OWNER**"). CITY and OWNER are sometimes referred to individually as "**Party**" and collectively as "**Parties**." This Agreement is dated _____, 2022 for reference purposes only; it will not become effective until the "**Effective Date**" (defined below).

RECITALS

A. CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code.

B. OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY.

C. By electing to enter into this Agreement, CITY shall bind future City Councils of CITY by certain of the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY including the power of initiative.

D. The terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable.

E. The best interests of the citizens of the City of Redlands (the "CITY") and the public health, safety and welfare will be served by entering into this Agreement.

F. All of the procedures of the California Environmental Quality Act have been met with respect to the Project and this Agreement.

G. This Agreement and the Project are consistent with CITY'S Comprehensive General Plan, as amended, and the Transit Villages Specific Plan, as adopted, provided the Specific Plan is not more restrictive in terms of density or stories or heights than the other Project approvals.

H. All actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

I. Development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY.

J. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended.

K. OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure the vesting of its legal rights to develop the Property in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Exhibits

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

(A) "***Agreement***" means this Development Agreement.

(B) "***CITY***" means the City of Redlands, a municipal corporation, organized and existing pursuant to the laws of the State of California.

(C) "***Completed***," "***Completion***," and initially capitalized variants thereof mean, with respect to that element of the Project to which the term relates, that Owner has received a certificate of occupancy (including a temporary certificate of occupancy).

(D) "***Development***" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "**Development**" includes the maintenance , repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof if undertaken during the Term of this Agreement.

(E) "***Development Agreement Policies***" means those certain development agreement procedures and requirements established in accord with City Municipal Code Chapter 18.220.

(F) "***Development Approvals***" means all permits and other entitlements for use or construction and subdivisions subject to approval or issuance by CITY in connection with the Development of the Property, including, but not limited to:

(1) specific plans and specific plan amendments, including the Specific Plan;

(2) tentative and final subdivision and parcel maps;

(3) site plans/design review (Commission Review and Approval);

(4) conditional use permits;

(5) zoning;

(6) demolition, grading and building permits; and

(7) All environmental approvals under the California Environmental Quality Act.

(G) "***Development Exaction***" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests, including those imposed in accord with the MMRP (as defined in paragraph (P), below). "Development Exaction" includes Development Impact Fees.

(H) "***Development Impact Fee***" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by CITY in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees for processing applications for governmental regulatory actions or approvals or fees collected under development agreements adopted pursuant to Article 2.5 of the Governments Code (commencing with Section 65864).

(I) "***Development Plan***" means the Existing Development Approvals and the Existing Land Use Regulations applicable to the Development of the Property, and the more particular plan for the development of the Property as further set forth in Exhibit C.

(J) "***Effective Date***" means the date the ordinance approving this Agreement becomes effective.

(K) "***Existing Development Approvals***" means all Development Approvals approved or issued prior to the Effective Date. "Existing Development Approvals" include the Development Approvals described on the attached Exhibit C and all other Development Approvals which are a matter of public record on the Effective Date. Notwithstanding any provision herein to the contrary, "Development Approvals" include the Specific Plan.

(L) "***Existing Land Use Regulations***" means all Land Use Regulations in effect on the Effective Date. "Existing Land Use Regulations" include the Land Use Regulations incorporated herein as Exhibit D and all other Land Use Regulations which are a matter of public record on the Effective Date. Notwithstanding any provision herein to the contrary, "Existing Land Use Regulations" include the Specific Plan.

(M) "***General Plan Amendment***" means the amendment to CITY'S General Plan identified in CITY records as GPA No. 142, providing for the redesignation of five parcels on a portion of the Property necessary to permit the Development of the Property as described herein **and approved by City Council Resolution No. 8338 on May 10, 2022**.

(N) "***Land Use Regulations***" means all CITY ordinances, policies , standards resolutions, codes, rules, regulations and official policies, including without limitation the Specific Plan, governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development of the Property. "**Land Use Regulations**" do not include any CITY ordinance, resolution, code, rule, regulation, or official policy governing:

(1) the conduct of businesses, professions, and occupations;

(2) taxes and assessments;

(3) the control and abatement of nuisances;

(4) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or

(5) the exercise of the power of eminent domain.

(O) "***Mitigation Monitoring and Reporting Program***" or "***MMRP***" means the mitigation monitoring and reporting program for assessing and ensuring compliance with required environmental impact mitigation measures **approved by City Council Resolution No. 8337, on May 10, 2022 in conjunction with the City Council's certification of the SCEA**.

(P) "***Mortgagee***" means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

(Q) "***OWNER***" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

(R) "***Project***" means the Development of the Property contemplated by the Development Plan, as such Development Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement.

(S) "***Property***" means the real property described on Exhibit A and shown on Exhibit B to this Agreement.

(T) "***Reservations of Authority***" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

(U) "***Related General Plan Amendment"*** means that certain General Plan Amendment related to the Specific Plan, which will be adopted by CITY when the Specific Plan is adopted and which when effective shall automatically be deemed to be included within the Existing Development Approvals and the Existing Land Use Regulations; on condition that the Related General Plan Amendment is not materially inconsistent with those certain land uses otherwise permitted pursuant to this Agreement in that they are the equivalent of a "minor"

deviation therefrom, as such term is otherwise used and applied regarding scope and effect to different circumstances in Section 3.5. In order to attempt to avoid more than a "minor" deviation, CITY will reasonably confer with OWNER prior to adopting the Related General Plan Amendment.

(V) "***Secured Entitlements Date***" means the date on which both (i) CITY has approved the General Plan Amendment, Tract Map, and the SCEA/MMRP, and all other Development Approvals required by CITY to permit OWNER to obtain a demolition , grading and building permit for the vertical construction of the first (1st)-to-be-developed building described in the Development Plan (individually, an "**Approval**" and, collectively, "**Approvals**") in the substantive form requested by OWNER, subject only to those changes to which OWNER affirmatively consents in writing, and (ii) each and all of the Approvals have become Final. The Approvals will become "**Final**" when (i) thirty (30) days following the date of the CITY'S approval of the last Approval and no litigation has been filed, or (ii) if litigation is filed, the litigation has been denied by the trial court and the time to appeal, petition for certiorari or move for reargument or rehearing of the trial court's ruling has expired and no appeal, petition for certiorari or other proceedings for reargument or rehearing is then pending, or (iii) if an appeal, writ of certiorari, reargument or rehearing of the trial court's ruling has been sought, the Approvals shall have been affirmed by the highest court to which the Approvals were appealed, or certiorari has been denied, or if reargument or rehearing of the trial court's ruling was sought, the time to take any further appeal, petition for certiorari or move for reargument or rehearing has expired.

Either Party may send written notice to the other that sets forth the sending Party's assertion of when the Secured Entitlements Date has occurred. The receiving Party must respond within thirty (30) business days following receipt as to its concurrence or disapproval. In the event the receiving Party fails to respond within the time period set forth in the preceding sentence , the "**Secured Entitlements Date**" shall be deemed to be as set forth in the sender's notice .

(W) "***Specific Plan***" means the draft "**Transit Villages Specific Plan**" identified in CITY records as SP No. 65; provided that upon its adoption by CITY, the final Transit Villages Specific Plan, including without limitation all documents certified or adopted relative thereto pursuant to the California Environmental Quality Act, shall automatically be substituted for the draft Specific Plan for purposes hereof, and shall then be deemed to be the Specific Plan.

(X) "***Subdivision Map Act***" means Government Code Sections 66410, et seq.

(Y) "***Subsequent Development Approvals***" means all Development Approvals required subsequent to the Effective Date in connection with the Development of the Property.

(Z) "***Subsequent Land Use Regulations***" means any Land Use Regulations adopted and effective after the Effective Date.

(AA) "***Sustainable Communities Environmental Assessment or SCEA***" means that certain environmental document prepared in accord with the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) and entitled State Street Village Project Sustainable Communities Environmental Assessment (SCH No. 2021110117). **The SCEA for the Project was certified by City Council Resolution No. 8337 on May 10 , 2022.**

(BB) "***Term***" has the meaning given in Section 2.3 of this Agreement.

(CC) "***Tract Map***" means the subdivision map identified in CITY records as Vesting Tentative Tract Map No. 20425 **and approved by the CITY with City Council Resolution No. 8341 on May 10 , 2022.**

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit A – Legal Description of the Property

Exhibit B – Map showing Property and its Location

Exhibit C – Existing Development Approvals

Exhibit D – Existing Land Use Regulations

Exhibit E – Schedule of Impact Fees

Exhibit F – Fee Credits

2. General Provisions

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. The Development of the Property is hereby authorized and shall be carried out only in accordance with the provisions of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of fee simple title to the Property.

2.3 Term.

(A) The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of fifteen (15) years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement.

(B) The Term of this Agreement may be extended in accord with Section 2.5.

(C) The term of all subdivision maps included within the Development Approvals shall be co-terminus with the Term of the Agreement.

(D) Thereafter, OWNER shall have no vested right under this Agreement regardless of whether OWNER has paid any Development Impact Fee.

(E) Notwithstanding the foregoing, this Agreement shall be terminated effective as of the fifth (5^{th}) anniversary of the Effective Date (*"**Construction Commencement Deadline**"*) subject to Section 10.12, unless OWNER shall have commenced, and diligently and continuously proceeded with construction of Phases 1A or 1B of Alternative 1 or Phase 1 of Alternative 2 of the Project, as described in that certain State Street Village Phasing Plan attached

to Redlands City Council Resolution Nos. 8339, 8340 and 8341 approving the Conditional Use Permit, Commission Review & Approval, and Tentative Tract Map.

2.4 Sale or Assignment.

(A) OWNER may sell, transfer, or assign the Property, in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act) to any person, partnership, joint venture, affiliate, firm, or corporation at any time; provided, however, that any such sale, transfer or assignment must be made in compliance with the following conditions:

(1) Any sale, transfer or assignment of any right or interest under this Agreement must be made together with the sale, transfer or assignment of all or a part of the Property.

(2) Concurrent with any such sale, transfer, or assignment, or within twenty (20) business days thereafter, OWNER shall notify CITY, in writing, of such sale, transfer, or assignment and shall provide CITY with an agreement, in a form reasonably acceptable to CITY, executed by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee, effective on acquisition of title to the affected property expressly and unconditionally assumes all the duties, covenants, agreements, waivers and obligations of OWNER under this Agreement to the extent applicable to the part of the Property being transferred.

(a) The qualifications and identity of OWNER are of particular concern to CITY. It is because of those qualifications and identity that CITY has entered into this Agreement with OWNER. For the period of the Term, no voluntary or involuntary successor in interest of OWNER shall acquire any rights or (i) powers under this Agreement, nor shall OWNER make any total or partial sale; transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project (any of which is hereafter referred to as a "**Transfer**") without prior written approval of CITY, except as expressly set forth hereinafter. Any proposed total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project without CITY consent will constitute a default under this Agreement.

(b) Notwithstanding any other provision of this Agreement to the contrary, CITY approval of a Transfer shall not be required in connection with any of the following:

(i) Any Transfers to an entity or entities in which OWNER retains a minimum of fifty-percent (50%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(ii) The Transfer or dedication of any portion of the Property to CITY or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Project.

(iii) Any requested assignment/encumbrance for financing purposes including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Project.

(iv) In the event of an assignment or Transfer by Developer under subparagraphs (i) through (iii), inclusive, above not requiring the CITY'S prior approval, OWNER nevertheless agrees that at least thirty (30) days prior to such assignment it shall give written notice to CITY of such assignment or Transfer and satisfactory evidence that the assignee or transferee has assumed jointly with OWNER the obligations of this Agreement.

(c) CITY agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 2.4(A), provided OWNER delivers written notice to CITY requesting such approval. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable CITY to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 2.4(A) and as reasonably determined by CITY. CITY shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Project, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the Term, which CITY determines does not possess equal or better qualifications than OWNER. An Assignment, Assumption and Release Agreement in form satisfactory to the City Attorney shall also be required for all proposed assignments. Within thirty (30) days after the receipt of OWNER'S written notice requesting CITY approval of an assignment or transfer pursuant to this Section 2.4(A), CITY shall either approve or disapprove such proposed assignment or transfer, or shall respond in writing by stating what further information, if any, CITY reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, OWNER shall promptly furnish to CITY such further information as may be reasonably requested.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions and requirements shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by subparagraph (2) above ,the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser , transferee or assignee until and unless such agreement is executed.

(B) Notwithstanding any sale, transfer, or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(1) OWNER no longer has a legal or equitable interest in the part of the Property transferred.

(2) OWNER is not then in default under this Agreement.

(3) OWNER has provided CITY with the notice and executed agreement required under subparagraph (A)(2), above.

(4) The purchaser, transferee, or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations under this Agreement.

(C) Any subsequent sale, transfer, or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

(D) Upon issuance of a certificate of occupancy for a building on the applicable lot and the payment of all fees for such lot set forth in this Agreement, a purchaser, transferee, or assignee of a commercial or industrially-zoned lot, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development has been approved, shall be entitled to submit a written request to CITY to release said lot from any obligations under this Agreement. Likewise , upon the sale , lease or other transfer of any residential unit pursuant to a final subdivision map of any residential lot or condominium , such residential unit and the owner thereof shall be deemed released from all obligations under this Agreement and may request a written release from CITY. Within thirty (30) days following its receipt of such request, CITY shall review, and if the above conditions are satisfied, shall approve the request for release and notify the purchaser, transferee, or assignee in writing thereof. CITY will execute in recordable form and deliver any instrument as may be requested to evidence the release described in this subparagraph (D). Except as otherwise provided in this Agreement, no such release approved pursuant to this subparagraph (D) shall cause a release of OWNER from its duties and obligations under this Agreement. With respect to the transfer and release referenced in this Section 2.4 the obligations hereunder are not joint and several but several as to portions of the Property transferred as provided in this Section.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868 and the Development Agreement Policies. This provision shall not limit any remedy of CITY or OWNER provided by this Agreement.

2.6 Termination.

(A) This Agreement shall terminate and be of no further effect upon the occurrence of any of the following events:

(1) Expiration of the Term.

(2) Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement.

(3) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(4) The completion of the Project as a whole or applicable phase, as evidenced by the issuance of all required occupancy permits and acceptance by CITY (or other applicable public agency) of all required public dedications. It is anticipated that completion of the Project as evidenced by issuance of occupancy and required public dedications, may occur in phases as reasonably agreed upon by CITY and OWNER.

(5) Termination of this Agreement in accord with any of the termination provisions set forth in this Agreement.

(B) Termination of this Agreement will not operate to terminate any Development Approval in effect prior to the termination or affect any vested right previously acquired by OWNER under applicable California law. Nothing in this Agreement eliminates, limits, expands, or modifies CITY'S authority to adopt, amend or rescind the Specific Plan or other Development Approvals, subject, however, to OWNER'S vested development rights granted herein , acquired under California law and provided all applicable legal requirements and legal limitations that would be applicable to CITY'S actions in the absence of this Agreement.

(C) Upon the termination of this Agreement, neither Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination, or with respect to any default which occurred prior to such termination, or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(A) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

(B) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier. All notices shall be addressed as follows:

If to CITY:	City of Redlands 35 Cajon Street, Suite 200 Redlands, CA 92335 Attn: City Manager Telephone: (909) 350-7600
with a copy to:	City of Redlands 35 Cajon Street, Suite 200 Redlands, CA 92373 Attn: Redlands City Attorney Telephone: (909) 350-7600

If to OWNER:	VPV STATE STREET VILLAGE, LLC c/o Village Partners 4350 Von Karman Avenue, Suite 200 Newport Beach, CA 92660 Attn: Don Henry Telephone: (949) 697-7767
And:	VPV STATE STREET VILLAGE, LLC c\o Village Partners 4350 Von Karman Avenue, Suite 200 Newport Beach, CA 92660 Attn: Michael Morris Telephone: (949) 433-8568
with a copy to:	Dzida, Carey &Steinman 3 Park Plaza, Suite 750 Irvine, CA 92614 Attn: Steven J. Dzida, Esq. Telephone: (949) 399 0363

Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. Development of the Property

3.1 Rights to Develop. Subject to the limitations of this Agreement, including the Reservations of Authority, OWNER shall have the vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions.

(A) Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the ordinances, rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise its

discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority. CITY shall accept for processing, review, and action all applications for Subsequent Development Approvals and such applications shall be processed in the normal manner for processing such matters.

(B) Unless otherwise permitted by the Reservations of Authority, CITY may not impose any Development Exaction on the Project, including in connection with the Subsequent Development Approvals, that is inconsistent with the Development Plan, the MMRP, or this Agreement.

3.3 Timing of Development. The Parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the Parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is CITY'S and OWNER'S intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.4 Development Phasing. The Development of the Property is subject to any timing and phasing requirements established by and set forth in the Development Plan.

3.5 Changes and Amendments.

(A) The Parties acknowledge that refinement and further development of the Project may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. If OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER may apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement, including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit C and may be further changed from time to time as provided in this Section 3.5.

(B) Unless otherwise required by law, as determined in CITY'S reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and may be approved by the City Manager or City Manager's designee and not require an amendment to this Agreement provided the change does not:

(1) Materially increase the density or intensity of use of the Property as a whole;

(2) Materially increase the square footage of buildings, as long as the maximum height of permitted buildings is not increased;

(3) Materially alter a requirement for the reservation or dedication of land for public purposes; or,

(4) Modify the Project to the extent a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code is required.

For purposes of this Section 3.5(B), materially" shall mean in excess of five percent (5%) of the referenced development parameter.

3.6 Reservations of Authority.

(A) Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development of the Property:

(1) Processing fees and charges of every kind and nature imposed by CITY to cover the actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(3) Regulations governing construction standards and specifications applicable to public and private improvements or affecting health and safety including, without limitation, the CITY'S Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.

(4) Regulations imposing Development Exactions; provided however, that no such subsequent adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply to completed improvements with respect to which the owner has vested rights or if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4.2 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4.2 of this Agreement to the extent such fees fulfill the same purposes. Notwithstanding the foregoing or any provision in this Agreement to the contrary, CITY shall have the right to lower or increase Development Impact Fees from time to time, in its sole discretion, and any and all revised Development Impact Fees shall be applicable to the Project at the time they are due for payment.

(5) Regulations which may be in conflict with the Development Plan but which are uniformly applied by CITY to similar uses and reasonably necessary to eliminate or mitigate a serious and immediate threat to public health or safety. To the extent possible, any such regulations shall use the least restrictive means of accomplishing the identified health and safety

concern, and be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(6) Regulations which do not conflict with the Development Plan. As one example, any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of the Development of the Property shall be deemed to conflict with the Development Plan and shall, therefore, not be applicable to the Development of the Property.

(7) Regulations which conflict with the Development Plan if OWNER has given written consent to the application of such regulations to the Development of the Property.

(8) Regulations that impose, levy, alter or amend fees, or Land Use Regulations relating to future services (but not infrastructure or improvements funded by other Development Exactions), including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(9) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

(B) This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or on the basis of any Subsequent Land Use Regulation not in conflict with the Development Plan. For all purposes of this Agreement generally, and this Section 3.6 specifically, Land Use Regulations will be deemed to conflict with the Development Plan and this Agreement if the Land Use Regulations seek to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, height or size of structures, or modify the type of Development, on the Property; (ii) regulate the timing or sequencing of the Development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the Development Plan to be constructed or paid for by OWNER or a subsequent owner of the Property; (iv) materially increase the costs of the Development or materially reduce the value of the Property; or (v) restrict or modify the use of the Property in any manner or degree other than as set forth in the Development Plan. The permitted uses for development of the Project and rights granted hereunder are specified in Redlands Municipal Code Section 18.92 (C-3 General Commercial District) and the Specific Plan, and are incorporated herein by this reference.

(C) In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

(D) The Parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. The CITY reserves all such power and authority which cannot be restricted by contract or is not restricted by vested rights as otherwise established under applicable law.

3.7 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, then OWNER shall, if required by applicable laws to do so, perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.8 [Intentionally Deleted]

3.9 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.10 Tentative Subdivision Map Extension. In accord with Section 66452.6 of the Government Code, every tentative parcel and subdivision map approved in connection with Development of the Property will be valid for a period equal to the longer of: (1) the remaining period of the Term of this Agreement as of the time of tentative map approval; and (2) the longest period authorized by the Subdivision Map Act, City Municipal Code, or other applicable law as of the time of tentative map approval.

3.11 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Likewise OWNER'S vested development rights under applicable law shall not be affected by the total or partial invalidation of this Agreement. Except as set forth above, the Development of the Property shall occur only as provided in this Agreement and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. OWNER shall contract with CITY for CITY-owned or operated utilities serving the Project for such prices and on such terms as may be mutually agreed to between the Parties.

3.13 Covenants, Conditions and Restrictions. OWNER shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as OWNER deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, OWNER shall provide a

copy of the CC&Rs to CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from OWNER, the City Attorney shall provide OWNER with either (i) a statement that the CC&Rs comply with this Agreement ("**CC&R Approval**") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "**Statement of Non-Compliance**"). If the City Attorney fails to provide OWNER with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by OWNER, CITY shall be deemed to have approved the CC&Rs and OWNER may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, OWNER shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of OWNER'S response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until OWNER either (1) receives CC&R Approval, (2) files an action for declaratory relief in San Bernardino County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind OWNER'S successors and assigns.

3.14 Specific CITY Actions.

(A) At the cost and expense of OWNER, CITY shall reprogram and modify existing State Street/Orange Street traffic signal to efficiently incorporate the needs of the Project. Any new traffic signal and related improvements shall be installed by and at the cost and expense of OWNER.

(B) CITY shall, subject to reasonable health and safety conditions, issue annual permits for up to 24 events in the Project plaza on private property with a single public notice in advance or if allowed by applicable law waive such requirement and issue such permit(s) administratively. OWNER shall provide CITY with a description of each event and associated marketing and public notices of same in advance of each event. All of CITY'S existing special event or similar permit approval requirements shall be applicable, including all required findings and imposition of conditions thereunder and including the payment of then current application fees to CITY.

(C) CITY shall, subject to reasonable health and safety conditions and all other requirements of law applicable to street closures at the time of each applicable event, issue an annual permit for up to 12 events allowing closure of State Street and Third Street, if public streets, for civic and public events as provided in the preceding paragraph.

(D) CITY shall use commercially reasonable efforts to eliminate all public parking requirements within the 2017 Parking Agreement between City and Brixton.

4. Public Benefits

4.1 Intent. The Parties acknowledge and agree that the Development of the Property will result in substantial public needs which will not be fully met by the Development Plan and

further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project , including the following:

(A) OWNER has master-planned the Project and shall develop the Project in logical phases to facilitate public improvements.

(B) OWNER shall construct all public and private streets and infrastructure required to achieve the housing and job benefits to be derived from the Project.

(C) OWNER shall implement a marketing and leasing strategy which will initially target the provision of housing to local and regional tenants.

(D) Separate and apart from, and in addition to, the provisions set forth in Subsection 3.14(B), OWNER shall grant to CITY, and record in the office of the San Bernardino County Recorder's Office, a memorandum of license agreement in a form and substance approved by the City Attorney, which agreement shall provide the CITY a non-exclusive license ("License") to enter upon the Project plaza, for purposes of enabling CITY to conduct or oversee public or private events during up to twelve (12) days in any calendar year; provided that CITY shall provide notice to OWNER of any such proposed use at least thirty (30) days prior to commencement of such proposed use, and such proposed use shall be allowed only if it does not conflict with any confirmed prior reservation of the applicable area by OWNER for a specific event. The License shall include commercially reasonable lender protection/estoppel provisions and indemnification of the Owner for its use.

(E) OWNER shall re-establish historical State Street and Third Street through the Project site.

(F) OWNER shall establish public and private paseos as described in the Development Plan to facilitate public use and recreation of such areas.

(G) OWNER shall unbundle parking from residential units such that separate rental fees are charged for parking and living space.

4.2 Development Impact Fees.

(A) CITY has adopted a Development Impact Fee program designed to offset the costs of mitigating environmental and other impacts caused by development upon public facilities and improvements.

(B) During the Term of this Agreement, the only categories of Development Impact Fees (separate and apart from the amount of each Development Impact Fee) that will be applicable to the Project are those Development Impact Fees specified in the "**Schedule of Development Impact Fees**" attached as Exhibit E ("**Schedule of Impact Fees**"). OWNER understands and agrees that CITY is in the process of updating Development Impact Fees. During the Term of this Agreement, no categories of Development Impact Fees other than those specified

in the Schedule of Impact Fees adopted by CITY as of the Effective Date will be applicable to the Project. OWNER further understands and agrees that the amount of each Development Impact Fee may be lowered or increased from time to time, in the discretion of CITY and any and all revised Development Impact Fees shall be applicable to the Project at the time they are due for payment.

(C) Nothing in this Section 4.2 limits the right of any other local, regional, state, or federal agency or district to impose upon the Project otherwise lawful fees, including non-CITY fees imposed by these agencies or districts and collected by CITY for the benefit of those agencies or districts.

(D) Development Impact Fees shall be paid by OWNER to CITY at such times as they are ordinarily due and payable to CITY.

4.3 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement (but termination of this Agreement shall not constitute a forfeiture of Owner's interest in such prepaid fees , rights to a credit against then applicable Development Impact Fees or vested rights previously obtained by Owner). Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit D, any increase or amendment of any Development Impact Fee, or any combination thereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY'S sole discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY'S determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER'S Property.

4.6 Credits. OWNER shall be entitled to credit against the fees required pursuant to Section 4.2 for the dedication of land, the construction of improvements, or the payment of fees as specifically set forth in Exhibit F.

5. Financing of Public Improvements

5.1 Financing Districts.

(A) OWNER may propose and if requested by CITY shall cooperate in the formation of a special assessment district, community facilities district, SCIP, EIFD or alternate financing mechanism, public grants (collectively, a "**Financing District**") to pay for the construction or maintenance of those public improvements required by the Development Plan. If a Financing District is formed, OWNER will be reimbursed from the proceeds of any debt

financing issued by the Financing District to the extent that OWNER spends funds for reasonable costs and expenses which are reimbursable under the instruments and law applicable to the debt financing. Tax rates or assessments of the Financing District may not exceed CITY'S then-current policies regarding public financing districts.

(B) This Section 5.1 is not a commitment by CITY to adopt a resolution of formation to form a Financing District or to approve Financing District debt financing. OWNER acknowledges that the adoption and approval of a resolution of formation is a legislative act within CITY'S unencumbered discretion. Likewise, OWNER is not obligated by this Agreement to approve the formation of a Financing District and OWNER reserves all of its legal rights in that regard.

(C) Notwithstanding any other provision in this Section 5.1, OWNER shall have the right, in OWNER's discretion, to pursue public financing mechanisms to fund the improvement of State Street, Third Street and Plaza Street, either as public or private streets, as long as such improvements are consistent with the Land Use Regulations. For this purpose, CITY shall reasonably cooperate with OWNER to obtain such financing consistent with CITY's right to approve a proposed mechanism to the extent such approval constitutes a legislative act.

6. Review for Compliance

6.1 Periodic Review.

(A) As required by California Government Code Section 65865.1, and in accordance with Chapter 18.220 of the Redlands Municipal Code ("**Chapter 18.220**") the Community Development Director, or person occupying a similar position ("**Community Development Director**"), will review this Agreement annually, on or before each anniversary of the Effective Date. The purpose of each review will be to ascertain OWNER'S good faith material compliance with this Agreement during the immediately prior year. OWNER shall submit an annual monitoring report ("**Annual Monitoring Report**"), in a form prepared and approved by the Community Development Director, as set forth in Chapter 18.220. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed CITY'S reasonably estimated fees and costs of reviewing OWNER'S compliance with this Agreement.

(B) The City Council may order a special review of OWNER'S compliance with this Agreement at any time.

(C) The annual review and any other special review shall be conducted in accordance with Chapter 18.220, and OWNER will be required to demonstrate its good faith compliance with this Agreement. OWNER shall have the burden of proof concerning the issue.

6.2 Proceedings for Modification or Termination.

If OWNER fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding of non-compliance under Chapter 18.220 in the manner described in Section 7.3, then CITY may proceed to modify or

terminate this Agreement, but only by the procedures set forth in Chapter 18.220 and in Section 7.3.

6.3 Certificate of Agreement Compliance. If OWNER is found or deemed to be in material compliance with this Agreement, then CITY will issue a "**Certificate of Agreement Compliance**" ("**Certificate**") to OWNER stating that this Agreement remains in effect and OWNER is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after an annual or special review, and state the anticipated date of the next annual review. OWNER may record the Certificate with the San Bernardino County Recorder. Whether or not the Certificate is relied upon by assignees, other transferees or OWNER, CITY shall not be bound by the Certificate if a default existed at the time of the annual periodic or special review, but was concealed from CITY or its reviewing person or body.

7. DEFAULT AND REMEDIES

7.1 Remedies in General. It is acknowledged by the Parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the Parties hereto may pursue any remedy at law or equity (including but not limited to specific performance and/or injunctive relief) available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages (such damages do not include attorney's fees with respect to the enforcement of the equitable remedies authorized above) to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(A) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(B) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(C) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "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."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within ninety (90) days after the effective date of such notice or, in the event that such default cannot be cured within such ninety (90) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such ninety (90) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within ninety (90) days after the effective date of such notice or, in the event that such default cannot be cured within such ninety (90) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such ninety (90) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any

act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action. OWNER shall have no obligation to indemnify or defend CITY against a claim based upon CITY's intentional misconduct.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(A) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(B) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "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."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. Mortgagee Protection

The Parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER'S sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(A) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(B) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER'S obligations under this Agreement.

(C) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(D) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER'S obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY'S performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. Miscellaneous Provisions

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code.

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

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions of Sections 4.1 through 4.6 are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions and, therefore, in the event such provisions are determined by a court of competent jurisdiction to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the procedural and substantive laws of the State of California, without regard to its conflict of laws principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All Section headings and subheadings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Attorneys' Fees. If either Party files any action or brings any proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover, as an element of its costs of suit and not as damages, its costs of suit, expert fees, consultant costs, collection costs, and reasonable attorneys' fees as fixed by the court or arbitrator (as applicable), including fees and costs incurred on appeal and in any bankruptcy proceedings.

10.8 Estoppel Certificates.

(A) Within ten (10) days following a Party's written request, the other Party will certify in writing that, to its actual knowledge:

(1) This Agreement is in full force and effect and is binding upon the certifying Party, unless the certifying Party disputes this affirmation, in which case the certifying Party will set forth the basis for its position in writing.

(2) This Agreement has not been amended or modified, except as otherwise expressly described in the certificate.

(3) The requesting Party is not in material default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as otherwise expressly described in the certificate.

(B) The Party requesting the estoppel certificate will reimburse the certifying party the amount of the certifying Party's costs incurred in the preparation and/or review of the estoppel certificate, not to exceed Five Hundred Dollars ($500.00).

10.9 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.10 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party thereafter.

10.11 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.12 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, pandemic, fires, wars, riots or similar hostilities, recession (defined as two (2) consecutive quarters of decline in quarterly real U.S. Gross Domestic Product), strikes and other labor difficulties beyond the Party's control, (including the Party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the Party's control. The Party claiming an extension or delay due to a force majeure event must (i) give written notice to the other Party within sixty (60) days following the onset of the event giving rise to the force majeure delay, and (ii) give written notice to the other Party within thirty (30) days following the cessation of the event giving rise to the force majeure delay. If any force majeure events occur, the Term of this Agreement and the time for performance by either Party of any of its obligations hereunder will be extended for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances due to a force majeure event for more than five (5) years.

10.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

10.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to the Development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

10.15 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

10.16 Survival of Certain Rights and Obligations. Upon the expiration or earlier termination of this Agreement, the entirety of CITY'S and OWNER'S rights and obligations arising under this Agreement will automatically end and be of no further force or effect, except the following: (a) rights and obligations which accrued prior to the expiration or termination of this Agreement, and (b) rights and obligations which specifically state that they will survive the expiration or termination of this Agreement.

10.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property by the owner of such property.

10.18 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.19 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain. No provision of this Agreement shall be construed to limit the CITY'S obligations and liabilities arising from or related to the exercise of CITY'S power of eminent domain.

10.20 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her

name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they have the authority to bind OWNER to the performance of its obligations hereunder.

10.22 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided (or ground lessor of any portion of the Property with a term in excess of 15 years) and sold/leased to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein as it relates to such portion of the Property (and not defaults relating to other lots within the Project).

10.23 Good Faith and Fair Dealing. The Parties hereby expressly incorporate a mutual covenant of good faith and fair dealing with respect to their interpretation hereof and respective performance under this Agreement.

[Signatures on following pages]

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC

OWNER

VPV STATE STREET VILLAGE , LLC , a Delaware limited partnership

By: VILLAGE PARTNERS VENTURES, LLC,
a Delaware limited partnership, Its Managing Member

By: Village Partners Investments, LLC,
a California limited liability company,
its administrative member

By:_____
Name:_____
Title:_____

Dated: _____

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

CITY

CITY OF REDLANDS, a California municipal corporation

By: _____
Mayor

Dated: _____

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

EXHIBIT A TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Legal Description of the Property

The Project site encompasses approximately 12.25 acres and 11 parcels of land with Citrus Avenue between the main parcel and outparcel. The 11 Assessor's Parcel Numbers (APNs) of the Project site are listed in the table below.

Assessor's Parcel Numbers

0171-053-01	0171-251-06
0171-053-02	0171-251-07
0171-053-03	0171-251-08
0171-053-04	0171-251-09
0171-053-05	0171-251-10
0171-053-06	

EXHIBIT B TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Map showing Property and its location

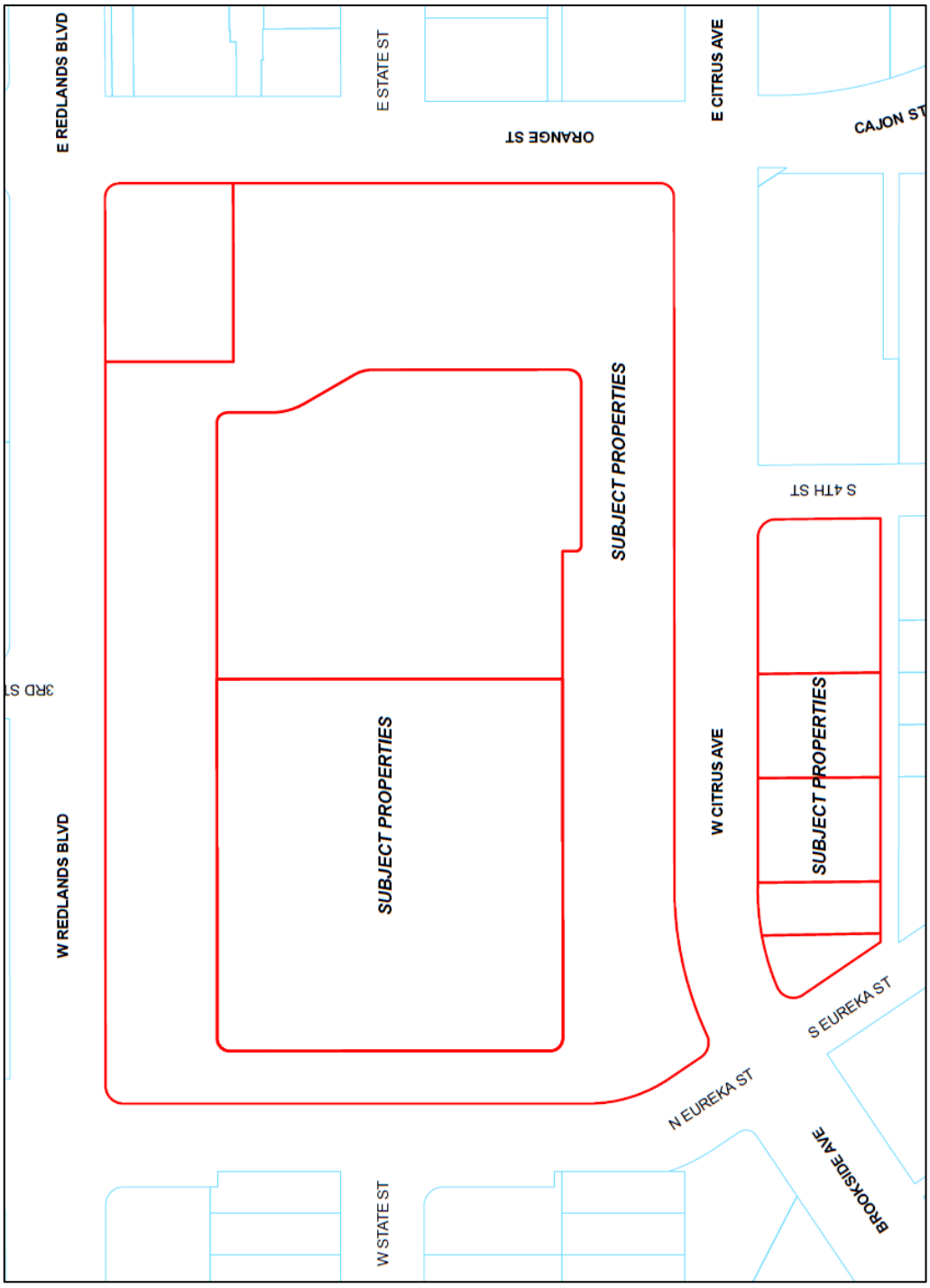


EXHIBIT C TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Existing Development Approvals

1. Redlands City Council Resolution No. 8337 Adopting Initial Study and Sustainable Communities Environmental Assessment Document Prepared for State Street Village Mixed Use Project.

2. Redlands City Council Resolution No. 8338 Approving Redlands General Plan Amendment No. 142.

3. Redlands City Council Resolution No. 8339 Approving Conditional Use Permit No. 1155 and Commission Review and Approval No. 933.

4. Redlands City Council Resolution No. 8340 Approving Conditional Use Permit No. 1156 and Approving Commission Review and Approval No. 934.

5. Redlands City Council Resolution No. 8341 Approving Vesting Tentative Tract Map No. 20425.

6. The Specific Plan (as defined in Subsection 1.1 (W) of this Agreement).

NOTE: The Existing Development Approvals include all plans and documents referenced in the above Existing Development Approvals including, without limitation, in the Specific Plan.

EXHIBIT D TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Existing Land Use Regulations

1. City of Redlands 2035 General Plan, adopted December 5, 2017.

2. City of Redlands Zoning Regulations (Title 18 of the Redlands Municipal Code), as amended.

3. The Specific Plan (as defined in Subsection 1.1 (W) of this Agreement).

EXHIBIT E TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Schedule of Impact Fees

[attached]

EXHIBIT E TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC.

RESOLUTION NO. 7951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS WITH RESPECT TO SEWER, WATER, SOLID WASTE, ACQUISITION OF WATER STOCK AND WATER RIGHTS, OPEN SPACE AND PARKS, TRANSPORTATION, AND PUBLIC FACILITIES, RESTATING SUCH DEVELOPMENT IMPACT FEES FOR ALL OTHER TYPES OF DEVELOPMENT, AND RESCINDING RESOLUTION NO. 7907

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

WHEREAS, it is now the desire of the City Council of the City of Redlands ("this City Council") to establish development impact fees for Accessory Dwelling Units; and

WHEREAS, on August 31, 2018, DTA, formally known as David Taussig and Associates, prepared a study in accordance with Government code section 66000 et seq. for the City recommending the amounts of development impact fees which may be imposed for Accessory Dwelling Units; and

WHEREAS, the development impact fee provisions of the Redlands Municipal Code provide that the specific amounts of fees shall be established by resolution of this City Council; and

WHEREAS, by purposes of efficiency, it is further the desire of this City Council to establish the development impact fees for Accessory Dwelling Units and restate the development impact fees for all other categories of development within this one resolution;

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

Section 1. The Open Space and Parks Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$2,454.85
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$1,841.14
2.	Single Family	$3,959.94
3.	Multi-Family	$3,624.62
4.	Transit Oriented	$2,454.85

Section 2. The Library Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$164.02

	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$123.01
2.	Single Family	$264.58
3.	Multi-Family	$242.18
4.	Transit Oriented	$164.02

Section 3. The Storm Drain Facilities Fee is hereby established in the following amounts:

	Residential	Fee per dwelling unit
1.	Single Family	$700.00
2.	Multi-Family	$343.00
3.	Transit Oriented	$343.00

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$170.00
2.	Commercial	$170.00
3.	Food Service and Entertainment	$170.00
4.	Office	$170.00
5.	Warehousing – Standard	$150.00
6.	Warehousing – High Cube	$150.00
7.	Manufacturing and Assembly	$150.00
8.	Industrial/Other	$150.00
9.	Institutional and Health Care	$150.00

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$170.00

Section 4. The Public Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$425.55
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$319.16
2.	Single Family	$686.45
3.	Multi-Family	$628.33
4.	Transit Oriented	$425.55

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$197.03
2.	Commercial	$83.13
3.	Food Service and Entertainment	$1,068.13
4.	Office	$852.83
5.	Warehousing – Standard	$266.06
6.	Warehousing – High Cube	$44.83

7.	Manufacturing and Assembly	$230.16
8.	Industrial/Other	$217.54
9.	Institutional and Health Care	$ 439.10

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$198.70

Section 5. The Fire Protection Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$357.74
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$268.31
2.	Single Family	$577.08
3.	Multi-Family	$528.21
4.	Transit Oriented	$357.74

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$165.64
2.	Commercial	$69.89
3.	Food Service and Entertainment	$897.94
4.	Office	$716.94
5.	Warehousing – Standard	$223.67
6.	Warehousing – High Cube	$37.69
7.	Manufacturing and Assembly	$193.49
8.	Industrial/Other	$182.88
9.	Institutional and Health Care	$369.14

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$167.04

Section 6. The Police Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$18.67
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$14.00
2.	Single Family	$30.11
3.	Multi-Family	$27.56
4.	Transit Oriented	$18.66

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$8.64
2.	Commercial	$3.65
3.	Food Service and Entertainment	$46.85
4.	Office	$37.40

5.	Warehousing – Standard	$11.67
6.	Warehousing – High Cube	$1.97
7.	Manufacturing and Assembly	$10.09
8.	Industrial/Other	$9.54
9.	Institutional and Health Care	$19.26

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$8.71

Section 7. The Transportation System Improvements Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$937.54
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$703.16
2.	Single Family	$1,512.36
3.	Multi-Family	$1,048.32
4.	Transit Oriented	$1,074.63

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$3,438.17
2.	Commercial	$3,331.11
3.	Food Service and Entertainment	$6,977.94
4.	Office	$2,007.94
5.	Warehousing – Standard	$709.44
6.	Warehousing – High Cube	$262.62
7.	Manufacturing and Assembly	$388.46
8.	Industrial/Other	$1,271.14
9.	Institutional and Health Care	$3,009.17

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$1,049.11

In lieu of using the San Bernardino County Congestion Management Program manual, the transportation system improvements fee for a non-residential project may be determined, at the discretion of the Municipal Utilities and Engineering Director, by use of an approved engineering traffic study to establish a more precise number of trips generated by that specific non-residential project to determine Transportation fees at the fee rate of $334.29 per trip which is the same per trip rate used in the establishment of the specific transportation rates listed above.

Section 8. The Sewer Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$824.65
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$618.49

2.	Single Family	$3,130.00
3.	Multi-Family	$2,295.00
4.	Building Permit issued prior To November 1, 1961	$366.00
5.	Senior Restricted dwelling unit	$1,774.00

	Non-Residential	Fee per 100 gallons per day estimated flow
1.	Retail/Commercial	$1,482.00

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	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$1,146.08
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$859.56
2.	Single Family (more than 1 acre)	$9,431.00
	Single Family (more than 21,000 sq. ft.)	$6,896.00
	Single Family (11,000 - 21,000 sq. ft.)	$5,623.00
	Single Family (less than 11,000 sq. ft.)	$4,350.00
3.	Multi-Family	$2,181.00
4.	Senior Restricted dwelling unit	$1,096.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$188.00

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	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$325.00
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$325.00
2.	Single Family	$650.00
3.	Multi-Family	$325.00

	Non-Residential	Fee PPD estimated waste stream
1.	Retail/Commercial	$52.00

Section 11. The Acquisition of Water Stocks and Water Rights Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$206.29
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$154.72
2.	Single Family (more than 1 acre)	$1,701.00
	Single Family (more than 21,000 sq. ft.)	$1,242.00
	Single Family (11,000 - 21,000 sq. ft.)	$1,023.00
	Single Family (less than 11,000 sq. ft.)	$783.00
3.	Multi-Family	$397.00
4.	Senior Restricted dwelling unit	$167.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$33.00

Note, the 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. Notwithstanding any other section of this resolution, the development impact fees for Accessory Dwelling Units established herein shall take effect thirty (30) days after the effective date of City of Redlands Ordinance No. 2880.

Section 13. This resolution shall take effect on April 2, 2019.

ADOPTED, SIGNED AND APPROVED this 2nd day of April, 2019.

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 2nd day of April, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSTAIN:	None
ABSENT:	None

Jeanne Donaldson, City Clerk

EXHIBIT F TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Fee Credits

OWNER shall be entitled to a credit against Development Impact Fees in the amount equal to the fees otherwise determined on a per square foot basis with respect to the square footage of retail/commercial buildings to be demolished by OWNER within the existing Redlands Mall as described in the Development Plan. For example, if OWNER demolishes 1000 square feet of retail space within the Redlands Mall, OWNER is entitled to a fee credit in the amount of Development Impact Fees which would be imposed by the City on the construction of 1000 square feet of new retail space. The credits may be used for Development Impact Fees for uses other than retail space.

EXHIBIT E TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC.

RESOLUTION NO. 7951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS WITH RESPECT TO SEWER, WATER, SOLID WASTE, ACQUISITION OF WATER STOCK AND WATER RIGHTS, OPEN SPACE AND PARKS, TRANSPORTATION, AND PUBLIC FACILITIES, RESTATING SUCH DEVELOPMENT IMPACT FEES FOR ALL OTHER TYPES OF DEVELOPMENT, AND RESCINDING RESOLUTION NO. 7907

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

WHEREAS, it is now the desire of the City Council of the City of Redlands ("this City Council") to establish development impact fees for Accessory Dwelling Units; and

WHEREAS, on August 31, 2018, DTA, formally known as David Taussig and Associates, prepared a study in accordance with Government code section 66000 et seq. for the City recommending the amounts of development impact fees which may be imposed for Accessory Dwelling Units; and

WHEREAS, the development impact fee provisions of the Redlands Municipal Code provide that the specific amounts of fees shall be established by resolution of this City Council; and

WHEREAS, by purposes of efficiency, it is further the desire of this City Council to establish the development impact fees for Accessory Dwelling Units and restate the development impact fees for all other categories of development within this one resolution;

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

Section 1. The Open Space and Parks Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$2,454.85
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$1,841.14
2.	Single Family	$3,959.94
3.	Multi-Family	$3,624.62
4.	Transit Oriented	$2,454.85

Section 2. The Library Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$164.02

	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$123.01
2.	Single Family	$264.58
3.	Multi-Family	$242.18
4.	Transit Oriented	$164.02

Section 3. The Storm Drain Facilities Fee is hereby established in the following amounts:

	Residential	Fee per dwelling unit
1.	Single Family	$700.00
2.	Multi-Family	$343.00
3.	Transit Oriented	$343.00

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$170.00
2.	Commercial	$170.00
3.	Food Service and Entertainment	$170.00
4.	Office	$170.00
5.	Warehousing – Standard	$150.00
6.	Warehousing – High Cube	$150.00
7.	Manufacturing and Assembly	$150.00
8.	Industrial/Other	$150.00
9.	Institutional and Health Care	$150.00

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$170.00

Section 4. The Public Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$425.55
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$319.16
2.	Single Family	$686.45
3.	Multi-Family	$628.33
4.	Transit Oriented	$425.55

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$197.03
2.	Commercial	$83.13
3.	Food Service and Entertainment	$1,068.13
4.	Office	$852.83
5.	Warehousing – Standard	$266.06
6.	Warehousing – High Cube	$44.83

7.	Manufacturing and Assembly	$230.16
8.	Industrial/Other	$217.54
9.	Institutional and Health Care	$ 439.10

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$198.70

Section 5. The Fire Protection Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$357.74
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$268.31
2.	Single Family	$577.08
3.	Multi-Family	$528.21
4.	Transit Oriented	$357.74

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$165.64
2.	Commercial	$69.89
3.	Food Service and Entertainment	$897.94
4.	Office	$716.94
5.	Warehousing – Standard	$223.67
6.	Warehousing – High Cube	$37.69
7.	Manufacturing and Assembly	$193.49
8.	Industrial/Other	$182.88
9.	Institutional and Health Care	$369.14

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$167.04

Section 6. The Police Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$18.67
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$14.00
2.	Single Family	$30.11
3.	Multi-Family	$27.56
4.	Transit Oriented	$18.66

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$8.64
2.	Commercial	$3.65
3.	Food Service and Entertainment	$46.85
4.	Office	$37.40

5.	Warehousing – Standard	$11.67
6.	Warehousing – High Cube	$1.97
7.	Manufacturing and Assembly	$10.09
8.	Industrial/Other	$9.54
9.	Institutional and Health Care	$19.26

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$8.71

Section 7. The Transportation System Improvements Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$937.54
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$703.16
2.	Single Family	$1,512.36
3.	Multi-Family	$1,048.32
4.	Transit Oriented	$1,074.63

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$3,438.17
2.	Commercial	$3,331.11
3.	Food Service and Entertainment	$6,977.94
4.	Office	$2,007.94
5.	Warehousing – Standard	$709.44
6.	Warehousing – High Cube	$262.62
7.	Manufacturing and Assembly	$388.46
8.	Industrial/Other	$1,271.14
9.	Institutional and Health Care	$3,009.17

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$1,049.11

In lieu of using the San Bernardino County Congestion Management Program manual, the transportation system improvements fee for a non-residential project may be determined, at the discretion of the Municipal Utilities and Engineering Director, by use of an approved engineering traffic study to establish a more precise number of trips generated by that specific non-residential project to determine Transportation fees at the fee rate of $334.29 per trip which is the same per trip rate used in the establishment of the specific transportation rates listed above.

Section 8. The Sewer Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$824.65
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$618.49

2.	Single Family	$3,130.00
3.	Multi-Family	$2,295.00
4.	Building Permit issued prior To November 1, 1961	$366.00
5.	Senior Restricted dwelling unit	$1,774.00

	Non-Residential	Fee per 100 gallons per day estimated flow
1.	Retail/Commercial	$1,482.00

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	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$1,146.08
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$859.56
2.	Single Family (more than 1 acre)	$9,431.00
	Single Family (more than 21,000 sq. ft.)	$6,896.00
	Single Family (11,000 - 21,000 sq. ft.)	$5,623.00
	Single Family (less than 11,000 sq. ft.)	$4,350.00
3.	Multi-Family	$2,181.00
4.	Senior Restricted dwelling unit	$1,096.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$188.00

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	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$325.00
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$325.00
2.	Single Family	$650.00
3.	Multi-Family	$325.00

	Non-Residential	Fee PPD estimated waste stream
1.	Retail/Commercial	$52.00

Section 11. The Acquisition of Water Stocks and Water Rights Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$206.29
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$154.72
2.	Single Family (more than 1 acre)	$1,701.00
	Single Family (more than 21,000 sq. ft.)	$1,242.00
	Single Family (11,000 - 21,000 sq. ft.)	$1,023.00
	Single Family (less than 11,000 sq. ft.)	$783.00
3.	Multi-Family	$397.00
4.	Senior Restricted dwelling unit	$167.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$33.00

Note, the 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. Notwithstanding any other section of this resolution, the development impact fees for Accessory Dwelling Units established herein shall take effect thirty (30) days after the effective date of City of Redlands Ordinance No. 2880.

Section 13. This resolution shall take effect on April 2, 2019.

ADOPTED, SIGNED AND APPROVED this 2nd day of April, 2019.

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 2nd day of April, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSTAIN:	None
ABSENT:	None

Jeanne Donaldson, City Clerk

City Council Meeting **K. 3.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Ordinance No. 2938 - Extending a Temporary Moratorium on Development Projects for New Warehouses and Distribution Logistics Facilities for 90 Days
(Mayor to declare the meeting open as a public hearing)

A. Public Hearing to consider a determination of exemption pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; receipt of the report prepared pursuant to Government Code Section 65858(d) and consideration of Ordinance No. 2938 extending a temporary moratorium on development projects for new warehouses and distribution logistics facilities within the City of Redlands (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 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:

Mayor requests the City Clerk to read the title of Ordinance No. 2938;

I move to waive further reading of Ordinance No. 2938 and to introduce

Ordinance No. 2938, to receive and accept the report prepared pursuant to Government Code Section 65858(d); and further find that the Ordinance is exempt from environmental review pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality Act Guidelines.

RECOMMENDATION:

Staff recommends that the City Council receive and accept the report prepared pursuant to Government Code Section 65858(d) related to Ordinance No. 2934, and adopt Ordinance No. 2938 to extend the temporary moratorium by 90 days in accordance with Government Code Section 65858(a).

DISCUSSION:

On June 21, 2022, the City Council adopted Ordinance No. 2934, an interim ordinance adopting a temporary 45-day moratorium on new warehouse and distribution logistics facilities exceeding 50,000 square-feet in gross floor area located within the commercial and industrial zoning districts in the City of Redlands. Click here to view the June 21, 2022, staff report.

Government Code Section 65858(d) mandates that prior to the expiration of that interim ordinance, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. The expiration date of the initial 45-day period of the moratorium will be August 5, 2022. Therefore, this report provides an update on activities since the adoption of Ordinance No. 2934 on June 21, 2022.

During June and July 2022, staff has begun work on the following tasks.

- Evaluating the City's existing zoning districts that permit warehouse/distribution facilities and ascertain the proximity to existing residential zones and sensitive receptors (e.g., schools, child daycare centers, hospitals, etc.).

- Research potential solutions utilizing development standards and operating conditions for warehouse/distribution facilities, such as specific criteria for buffering adjacent residential land uses or sensitive receptors (e.g., screening or landscaping, air quality mitigations or design features, hours of operation, etc.). Staff may have preliminary concepts and draft development standards prepared for discussion with the Planning Commission on July 26, 2022.

- Research options for potential amendments to the Zoning Code (RMC Title 18), such as limiting the size of warehouse/distribution facilities located within 1,000 feet of a residential district, and/or limiting the allowable locations for warehouse/distribution facilities to within one mile of a freeway

entrance utilizing the city's designated Truck Routes.

Work will continue on the tasks listed above over the next 90 days and will also include the preparation of an ordinance implementing new standards and operating conditions for warehouse/distribution facilities. Staff anticipates that the research and ordinance can be prepared and presented for approval hearings within a 90-day period. Therefore, staff is requesting an extension of 90 days as permitted by Government Code Section 65858(a).

ALTERNATIVES:

The Council may choose not to extend the moratorium, in which case the temporary moratorium will automatically expire on August 5, 2022.

STRATEGIC PLAN:

Priority B, Public Health and Safety: Enhance services and programs so that all community members are safe, sheltered, and have access to Redlands' core services.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year:	22-23
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

There are no fiscal impacts associated with adoption of the interim ordinance.

Attachments

Attachment A: Ordinance No. 2934 (Moratorium)
Attachment B: Ordinance No. 2938 (Moratorium Extension)

URGENCY ORDINANCE NO. 2934

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS PURSUANT TO GOVERNMENT CODE SECTION 65858 ADOPTING A TEMPORARY 45-DAY MORATORIUM ON NEW WAREHOUSE AND DISTRIBUTION FACILITY DEVELOPMENT PROJECTS FOR PROPERTIES LOCATED WITHIN THE COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS (TITLE 18 OF THE REDLANDS MUNICIPAL CODE) AND THE COMMERCIAL AND INDUSTRIAL DISTRICTS OF SPECIFIC PLAN AREAS IN THE CITY OF REDLANDS.

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Urgency Findings. In accordance with California Government Code section 65858, and in order to protect the public health, safety, and welfare, the City Council of the City of Redlands finds as follows:

A. The City of Redlands ("City") is currently experiencing rapid and unabated construction of industrial development projects, specifically large warehouse and distribution facilities, some of which are proposed to be located near residential neighborhoods, as well as near numerous other properties that are now included in the City's 2021-2029 Housing Element that have been identified to accommodate the City's share of the Regional Housing Needs Assessment ("RHNA"). Large warehouse and distribution facilities can generate unique environmental impacts on surrounding properties and the larger community, including hundreds or thousands of trips by large trucks (including tractor-trailers) at all hours throughout the day and night, greenhouse gas emissions and air quality impacts associated with vehicle trips, noise impacts from on-site operations and off-site tractor-trailer trips on City streets, and other potential effects upon sensitive receptors such as residences, schools, daycare centers, and such other locations.

B. The City has the police power, pursuant to Article XI, section 7 of the California Constitution, to make and enforce ordinances to regulate the use of land within its jurisdictional boundaries, to the extent such regulations are not in conflict with the general laws of the State of California.

C. Government Code Section 65858 expressly authorizes the City Council, in order to protect public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency ordinance shall require a four-fifths (4/5) vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended.

D. In light of the recent and rapid expansion of e-commerce and associated industrial development projects, including large warehouse and distribution facilities, the City Council

finds that the following adverse public safety, health, and welfare impacts are of real concern:

i. Increased safety risk for smaller vehicles, pedestrians, and bicyclists;
ii. Damage to City streets and property/facilities from collisions (reported and unreported), such as street lights, traffic signal equipment, signs, trees, curbs, medians, etc.;
iii. Traffic congestion and reduced levels of service on streets and at intersections;
iv. Increased impacts from improperly over-loaded trucks;
v. Deterioration in air quality, health, noise, vibration and increase in other disruptions to the peace and quiet necessary to the enjoyment of residential neighborhoods and efficacy of educational uses; and

E. Because of the actual and potential detrimental impacts of warehouse and distribution uses upon the City, which impacts may not be presently adequately addressed by the City's current ordinances and zoning regulations, there is a need to impose a temporary moratorium on warehouse and distribution uses in order to study and develop policy guidance and potentially implement changes to the City's zoning regulations.

F. Adoption of this urgency ordinance establishing an interim prohibition/ moratorium on land use approvals and building permits for new construction of warehouses and distribution facilities will allow the City sufficient time to study the land use and environmental impacts of such development projects, as well as allow for a deliberate approach to study and develop appropriate policies, development standards, and effective conditions of approval to mitigate the impacts of large warehouses and distribution facilities. The list below identifies some of the tasks that City staff will undertake during the moratorium:

i. Evaluate the operating characteristics of different types and sizes of warehouses and distribution facilities to better understand land use impacts, and develop appropriate policies, development standards, and/or operating conditions that can alleviate land use conflicts or impacts.
ii. Evaluate the City's existing zoning districts that permit warehouse and distribution facilities, identify the proximity to existing sensitive receptors and residential zones, and identify appropriate development standards and/or operating conditions for warehouse/distribution facilities to buffer adjacent land uses (such as screening or landscaping, hours of operation, air quality mitigations or design features, intensity of use, number of large truck trips per day, designated routes for large trucks, etc.).
iii. Evaluate the City's designated Truck Routes, and examine whether existing truck routes must be modified or improved to accommodate the volume and frequency of large truck trips (including roadway segments, intersections, traffic signals and signage, etc.), and ensure the best protection of the abutting or nearby residential neighborhoods and educational land uses.
iv. Evaluate the locations of existing points of origin and destination for large trucks, develop land use recommendations and preferences for locating large warehouses and distribution facilities, and examine the need for any changes to land use designations or zoning designations.

G. Accordingly, the City desires to establish, on an urgency basis, a temporary moratorium on certain types of new warehouse and distribution facility development projects within certain areas of the City through the adoption of this urgency ordinance, to further the purposes stated herein.

Section 2. Moratorium.

A. Based on the findings set forth herein for the immediate preservation of the public health, safety, and welfare, no land use approval or building permit may be issued for any new development projects for warehouse/distribution facilities that exceed 50,000 square feet of gross floor area and are situated on properties within the zoning districts and specific plan areas listed below for the effective period of this urgency ordinance; excepting therefrom any permits for additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses. Title 18 zoning districts and other Specific Plan areas subject to this moratorium shall include: Commercial Industrial (C-M) District; Industrial (I-P) District; Light Industrial (M-1) District; General Industrial (M-2) District; East Valley Corridor Specific Plan (all districts); Downtown Specific Plan (all districts); Specific Plan No. 25 (all districts); Concept Plan No. 1; Concept Plan No. 2; and excluding the fifteen properties identified as Assessor's Parcel Numbers 0292-163-02-0000, 0292-163-03-0000, 0292-165-05-0000, 0292-165-06-0000, 0292-165-07-0000, 0292-165-08-0000, 0292-165-09-0000, 0292-165-16-0000, 0292-165-17-0000, 0292-167-02-0000, 0292-167-07-0000, 0292-167-28-0000, 0292-167-29-0000, 0292-167-30-0000, and 0292-201-20-0000 as listed in Exhibit "A" attached hereto.

B. Any projects which have received full entitlements, including all necessary CEQA approvals, for warehouse or distribution facility projects and have commenced substantial construction or incurred expenses in connection with such construction prior to the effective date of this urgency ordinance, and for which all applicable appeal periods have run, shall be considered exempt from application of this urgency ordinance.

Section 3. Immediate threat to health, safety, and welfare. Based on the findings herein, this urgency ordinance is adopted pursuant to California Government Code section 65858 to address a current and ongoing threat to the public health, safety, and welfare. The City Council has determined that granting land use approvals or building permits for new development projects for warehouse or distribution facilities on properties that exceed the above-described square footage and are located within the above-described zoning districts and specific plan areas could result in an immediate threat to the public health, safety, and welfare.

Section 4. Written Report. Pursuant to Government Code Section 65858, staff must prepare for consideration and issuance by the City Council a written report describing measures taken to address the condition which led to the adoption of this urgency ordinance. The report will be provided to the City Council so that it may be considered and issued no later than ten (10) days prior to the expiration of this urgency ordinance.

Section 5. Effective Period. In accordance with California Government Code section 65858, this urgency ordinance shall be in full force and effect for a period of forty-five (45) days

from the date of its adoption. This period may be extended by the City Council in accordance with the provisions of California Government Code section 65858.

Section 6. Conflicting Laws. For the term of this urgency ordinance, as set forth in Section 5 above, the provisions of this urgency ordinance shall govern over any conflicting provisions of any other City code, ordinance, resolution, or policy.

Section 7. Exempt from Environmental Review. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds as follows:

A. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this urgency ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this urgency ordinance is exempt from CEQA review because there is no possibility that the moratorium may have a significant effect on the environment, insofar as it prohibits the construction of certain warehouse and distribution facilities within the City. Furthermore, even if the urgency ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the moratorium will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the eventual adoption of regulations and development standards on such warehouse and distribution facilities. Accordingly, no further environmental review is necessary.

B. Further, as the urgency ordinance is an administrative procedure related to uses, facilities, and regulations, and given that the proposed urgency ordinance is not related to a specific project, the urgency ordinance (i) by virtue of the location of affected improvements, will not impact a sensitive environmental resource of hazardous or critical concern; (ii) will not have a cumulative impact on the environment through successive projects of the same type, in the same place, over time; (iii) does not have any unusual circumstances that will have a significant effect on the environment; (iv) does not impact a scenic highway; (v) is not located on a hazardous waste site; and (vi) will not adversely impact a historical resource. Accordingly, none of the exceptions to categorical exemptions set forth in the CEQA Guidelines, Section 15300.2, apply to this urgency ordinance.

Section 8. Enforcement. The City may enforce any provision of this urgency ordinance by mandamus, injunction, or any other appropriate civil remedy in any court of competent jurisdiction.

Section 9. Urgency Ordinance. This ordinance is an urgency ordinance and shall take effect and be enforced immediately upon adoption by a four-fifths (4/5) vote of the City Council.

Section 10. Severability. If any provision of this urgency ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the urgency ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this urgency ordinance are severable.

The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof. By enacting this urgency ordinance, the City ordains that nothing herein shall be deemed to conflict with or duplicate federal or state law, or otherwise or to license any activity that is prohibited thereunder except as mandated by such laws.

Section 11. Publication and Posting. The Mayor shall sign this urgency ordinance and the City Clerk shall certify to the adoption of this urgency ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

Paul T. Barich, 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 by the City Council at a regular meeting thereof held on the 21st day of June, 2022

AYES: Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

EXHIBIT "A"

List and Map of Properties Excluded from this Urgency Ordinance

Assessor's Parcel Numbers:

0292-163-02-0000

0292-163-03-0000

0292-165-05-0000

0292-165-06-0000

0292-165-07-0000

0292-165-08-0000

0292-165-09-0000

0292-165-16-0000

0292-165-17-0000

0292-167-02-0000

0292-167-07-0000

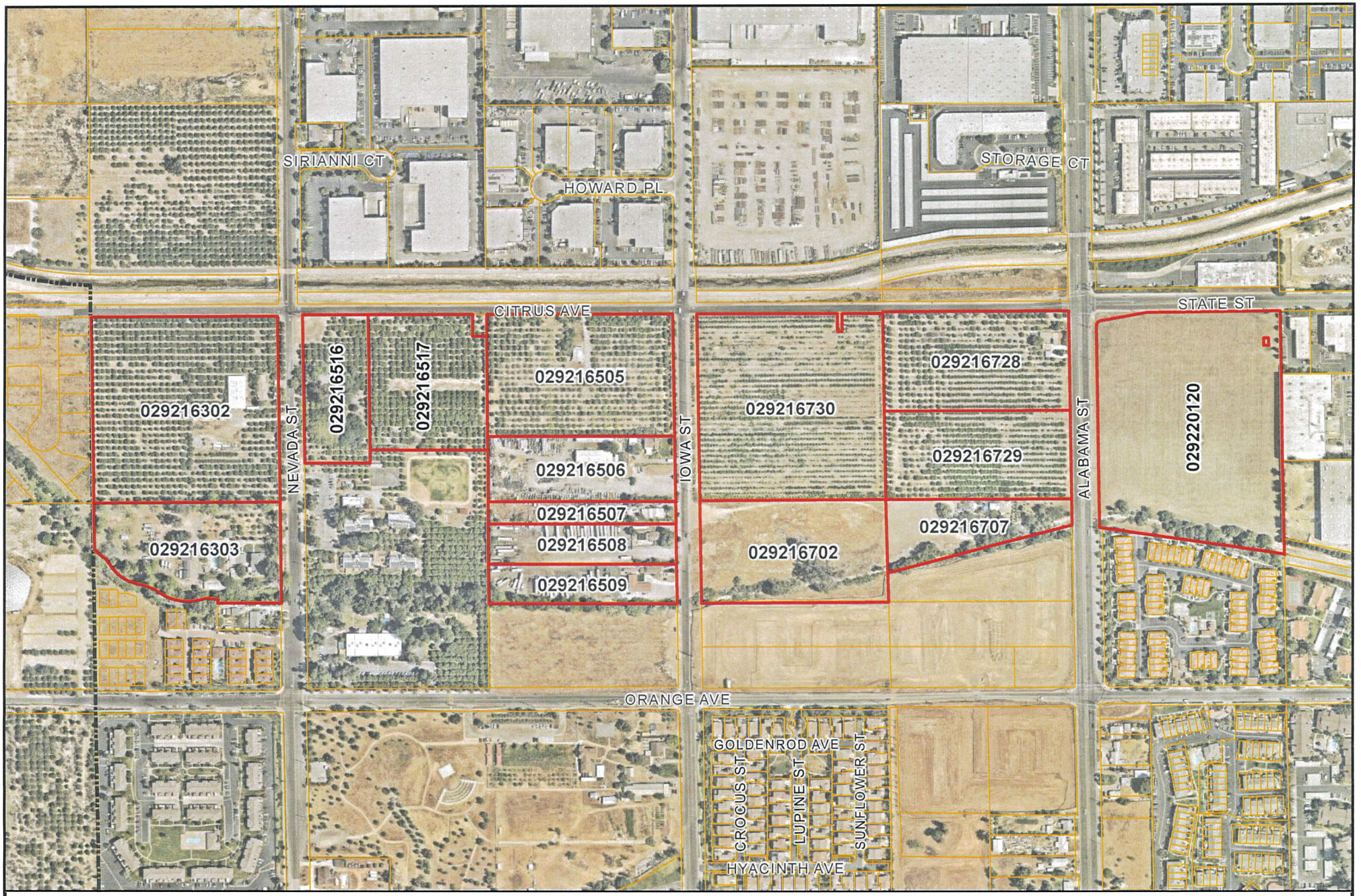
0292-167-28-0000

0292-167-29-0000

0292-167-30-0000

0292-201-20-0000

[Map Attached]



Rezone Parcels

Parcels

May 25, 2022

Exhibit A:

Parcels Exempt From Interim Prohibition/Moratorium on New Warehouses and Distribution Facilities

City of REDLANDS

0 250 500 Feet

ORDINANCE NO. 2938

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65858 EXTENDING A MORATORIUM FOR AN ADDITIONAL NINETY (90) DAYS ON THE ISSUANCE OF BUILDING PERMITS FOR THE CONSTRUCTION OF NEW WAREHOUSES AND DISTRIBUTION LOGISTICS FACILITIES EXCEEDING 50,000 SQUARE-FEET OF GROSS FLOOR AREA THAT ARE LOCATED IN THE CITY OF REDLANDS.

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Urgency Findings. In accordance with California Government Code section 65858, and in order to protect the public health, safety, and welfare, the City Council of the City of Redlands finds as follows:

A. The City of Redlands ("City") is currently experiencing rapid and unabated construction of industrial development projects, specifically large warehouse and distribution facilities, some of which are proposed to be located near residential neighborhoods, as well as near numerous other properties that are now included in the City's 2021-2029 Housing Element that have been identified to accommodate the City's share of the Regional Housing Needs Assessment ("RHNA"). Large warehouse and distribution facilities can generate unique environmental impacts on surrounding properties and the larger community, including hundreds or thousands of trips by large trucks (including tractor-trailers) at all hours throughout the day and night, greenhouse gas emissions and air quality impacts associated with vehicle trips, noise impacts from on-site operations and off-site tractor-trailer trips on City streets, and other potential effects upon sensitive receptors such as residences, schools, daycare centers, and such other locations.

B. The City has the police power, pursuant to Article XI, section 7 of the California Constitution, to make and enforce ordinances to regulate the use of land within its jurisdictional boundaries, to the extent such regulations are not in conflict with the general laws of the State of California.

C. Government Code Section 65858 expressly authorizes the City Council, in order to protect public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency ordinance shall require a four-fifths (4/5) vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption unless duly extended.

D. The City of Redlands Planning Commission discussed concerns related to existing warehouse developments in the City of Redlands including land use impacts and environmental impacts at a regular meeting on February 22, 2022, and unanimously recommended that the City Council adopt a moratorium on new warehouse development projects until the land use and environmental concerns could be studied and addressed. The Planning Commission's public meetings are televised, video recordings and staff reports for all meetings are available on demand from the City's website, and the Commission's meeting minutes and other public information are available from the City's website.

E. Public information has been available regarding the potential for a moratorium. City of Redlands staff has received multiple inquiries in the first half of 2022 from several property owners, developers, and potential applicants expressing interest in developing large new warehouses or distribution logistics facilities, City staff has communicated the Planning Commission's on-going concerns about large warehouse/ distribution facilities, and City staff has previously stated on several occasions in response to multiple inquiries that there was a possibility of a future moratorium that may affect future applications for new warehouses or distribution facilities.

F. In light of the recent and rapid expansion of e-commerce and associated industrial development projects, including large warehouse and distribution facilities, the City Council finds that the following adverse public safety, health, and welfare impacts are of real concern:

i. Increased safety risk for smaller vehicles, pedestrians, and bicyclists;
ii. Damage to City streets and property/facilities from collisions (reported and unreported), such as street lights, traffic signal equipment, signs, trees, curbs, medians, etc.;
iii. Traffic congestion and reduced levels of service on streets and at intersections;
iv. Increased impacts from improperly over-loaded trucks;
v. Deterioration in air quality, health, noise, vibration and increase in other disruptions to the peace and quiet necessary to the enjoyment of residential neighborhoods and efficacy of educational uses; and

G. Because of the actual and potential detrimental impacts of warehouse and distribution uses upon the City, which impacts may not be presently adequately addressed by the City's current ordinances and zoning regulations, there is a need to impose and extend a temporary moratorium on warehouse and distribution uses in order to study and develop policy guidance and potentially implement changes to the City's zoning regulations.

H. Adoption of this urgency ordinance extending the original interim prohibition/ moratorium on land use approvals and building permits for new construction of warehouses and

distribution facilities will allow the City sufficient time to study the land use and environmental impacts of such development projects, as well as allow for a deliberate approach to study and develop appropriate policies, development standards, and effective conditions of approval to mitigate the impacts of large warehouses and distribution facilities. The list below identifies some of the tasks that City staff will undertake during the moratorium:

i. Evaluate the operating characteristics of different types and sizes of warehouses and distribution facilities to better understand land use impacts, and develop appropriate policies, development standards, and/or operating conditions that can alleviate land use conflicts or impacts.

ii. Evaluate the City's existing zoning districts that permit warehouse and distribution facilities, identify the proximity to existing sensitive receptors and residential zones, and identify appropriate development standards and/or operating conditions for warehouse/distribution facilities to buffer adjacent land uses (such as screening or landscaping, hours of operation, air quality mitigations or design features, intensity of use, number of large truck trips per day, designated routes for large trucks, etc.).

iii. Evaluate the City's designated Truck Routes, and examine whether existing truck routes must be modified or improved to accommodate the volume and frequency of large truck trips (including roadway segments, intersections, traffic signals and signage, etc.), and ensure the best protection of the abutting or nearby residential neighborhoods and educational land uses.

iv. Evaluate the locations of existing points of origin and destination for large trucks, develop land use recommendations and preferences for locating large warehouses and distribution facilities, and examine the need for any changes to land use designations or zoning designations.

I. Accordingly, the City desires to establish and extend, on an urgency basis, a temporary moratorium on certain types of new warehouse and distribution facility development projects within certain areas of the City through the adoption of this urgency ordinance, to further the purposes stated herein.

Section 2. Moratorium.

A. Based on the findings set forth herein for the immediate preservation of the public health, safety, and welfare, no land use approval or building permit may be issued for any new development projects for warehouse/distribution facilities that exceed 50,000 square feet of gross floor area and are situated on properties within the zoning districts and specific plan areas listed below for the effective period of this urgency ordinance; excepting therefrom any permits for

additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses. Title 18 zoning districts and other Specific Plan areas subject to this moratorium shall include: Commercial Industrial (C-M) District; Industrial (I-P) District; Light Industrial (M-1) District; General Industrial (M-2) District; East Valley Corridor Specific Plan (all districts); Downtown Specific Plan (all districts); Specific Plan No. 25 (all districts); Concept Plan No. 1; Concept Plan No. 2; and excluding the fifteen properties identified as Assessor's Parcel Numbers 0292-163-02-0000, 0292-163-03-0000, 0292-165-05-0000, 0292-165-06-0000, 0292-165-07-0000, 0292-165-08-0000, 0292-165-09-0000, 0292-165-16-0000, 0292-165-17-0000, 0292-167-02-0000, 0292-167-07-0000, 0292-167-28-0000, 0292-167-29-0000, 0292-167-30-0000, and 0292-201-20-0000 as listed in Exhibit "A" attached hereto.

B. Any projects which have received full entitlements, including all necessary CEQA approvals, for warehouse or distribution facility projects and have commenced substantial construction or incurred expenses in connection with such construction prior to the effective date of this urgency ordinance, and for which all applicable appeal periods have run, shall be considered exempt from application of this urgency ordinance.

Section 3. Immediate threat to health, safety and welfare. Based on the findings herein, this urgency ordinance is adopted pursuant to California Government Code section 65858 to address a current and ongoing threat to the public health, safety, and welfare. The City Council has determined that granting land use approvals or building permits for new development projects for warehouse or distribution facilities on properties that exceed the above-described square footage and are located within the above-described zoning districts and specific plan areas could result in an immediate threat to the public health, safety, and welfare.

Section 4. Written Report. Pursuant to Government Code Section 65858, staff has prepared a written report for consideration by the City Council that describes measures taken to address the condition which led to the adoption of this urgency ordinance. The report has been provided to the City Council for consideration at least ten (10) days prior to the expiration of the original urgency ordinance.

Section 5. Moratorium Extension. The City Council hereby extends the Moratorium on any land use approvals or building permit issuance for any new development projects for warehouse/distribution facilities that exceed 50,000 square feet of gross floor area and are situated on properties within the zoning districts and specific plan areas listed below for the effective period of this urgency ordinance; excepting therefrom any permits for additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses. Title 18 zoning districts and other Specific Plan areas subject to this moratorium shall include: Commercial Industrial (C-M) District; Industrial (I-P) District; Light Industrial (M-1) District; General Industrial (M-2) District; East Valley Corridor Specific Plan (all districts); Downtown Specific Plan (all districts); Specific Plan No. 25 (all districts); Concept Plan No. 1 and Concept Plan No. 2.

Excluded from this Moratorium are the fifteen properties identified as Assessor's Parcel Numbers 0292-163-02-0000, 0292-163-03-0000, 0292-165-05-0000, 0292-165-06-0000, 0292-165-07-0000, 0292-165-08-0000, 0292-165-09-0000, 0292-165-16-0000, 0292-165-17-0000, 0292-167-02-0000, 0292-167-07-0000, 0292-167-28-0000, 0292-167-29-0000, 0292-167-30-

0000, and 0292-201-20-0000, as listed in Exhibit "A" attached hereto. The fifteen properties are included in the City's housing sites inventory list as contained in the 2021-2029 Housing Element and are subject to a separate moratorium adopted by the City Council with Ordinance No. 2928.

Further, in accordance with *Building Industry Legal Defense Foundation v. Superior Court* (1999), this Moratorium shall prohibit the issuance of approvals, permits, and/or entitlements pursuant to this section, but shall not prevent the processing of lawfully filed development applications. Development applications may continue to be filed, commencement of processing for development review purposes may continue to proceed, and environmental review for individual development projects may continue to proceed.

Section 6. Duration of Ordinance. The Moratorium is hereby extended for an additional ninety (90) days beyond its original expiration date, such that the Moratorium will now expire on November 3, 2022, or until the City Council adopts an ordinance addressing the issues related to the establishment of warehouses and/or distribution facilities exceeding 50,000 square-feet in size, whichever occurs first. Thereafter, this Moratorium extension shall be of no further force and effect unless, after a duly noticed public hearing, the City Council further extends the Moratorium for an additional period of time pursuant to Government Code section 65858.

Section 7. Conflicting Laws. For the term of this ordinance, as set forth in Section 6 above, the provisions of this ordinance shall govern over any conflicting provisions of any other City code, ordinance, resolution, or policy.

Section 8. Exempt from Environmental Review. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds as follows:

A. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this urgency ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this urgency ordinance is exempt from CEQA review because there is no possibility that the moratorium may have a significant effect on the environment, insofar as it prohibits the construction of certain warehouse and distribution facilities within the City. Furthermore, even if the urgency ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the moratorium will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the eventual adoption of regulations and development standards on such warehouse and distribution facilities. Accordingly, no further environmental review is necessary.

B. Further, as the urgency ordinance is an administrative procedure related to uses, facilities, and regulations, and given that the proposed urgency ordinance is not related to a specific project, the urgency ordinance (i) by virtue of the location of affected improvements, will not impact a sensitive environmental resource of hazardous or critical concern; (ii) will not have a cumulative impact on the environment through successive projects of the same type, in the same place, over time; (iii) does not have any unusual circumstances that will have a significant effect

on the environment; (iv) does not impact a scenic highway; (v) is not located on a hazardous waste site; and (vi) will not adversely impact a historical resource. Accordingly, none of the exceptions to categorical exemptions set forth in the CEQA Guidelines, Section 15300.2, apply to this urgency ordinance.

Section 9. Enforcement. The City may enforce any provision of this urgency ordinance by mandamus, injunction, or any other appropriate civil remedy in any court of competent jurisdiction.

Section 10. Urgency Ordinance. This ordinance is an urgency ordinance and shall take effect and be enforced immediately upon adoption by a four-fifths (4/5) vote of the City Council.

Section 11. Severability. If any provision of this urgency ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the urgency ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this urgency ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof. By enacting this urgency ordinance, the City ordains that nothing herein shall be deemed to conflict with or duplicate federal or state law, or otherwise or to license any activity that is prohibited thereunder except as mandated by such laws.

Section 12. Publication and Posting. The Mayor shall sign this urgency ordinance and the City Clerk shall certify to the adoption of this urgency ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____
Paul T. Barich, 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 by the City Council at a regular meeting thereof held on the 19th day of July, 2022.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

List and Map of Properties Excluded from this Urgency Ordinance

Assessor’s Parcel Numbers:

0292-163-02-0000

0292-163-03-0000

0292-165-05-0000

0292-165-06-0000

0292-165-07-0000

0292-165-08-0000

0292-165-09-0000

0292-165-16-0000

0292-165-17-0000

0292-167-02-0000

0292-167-07-0000

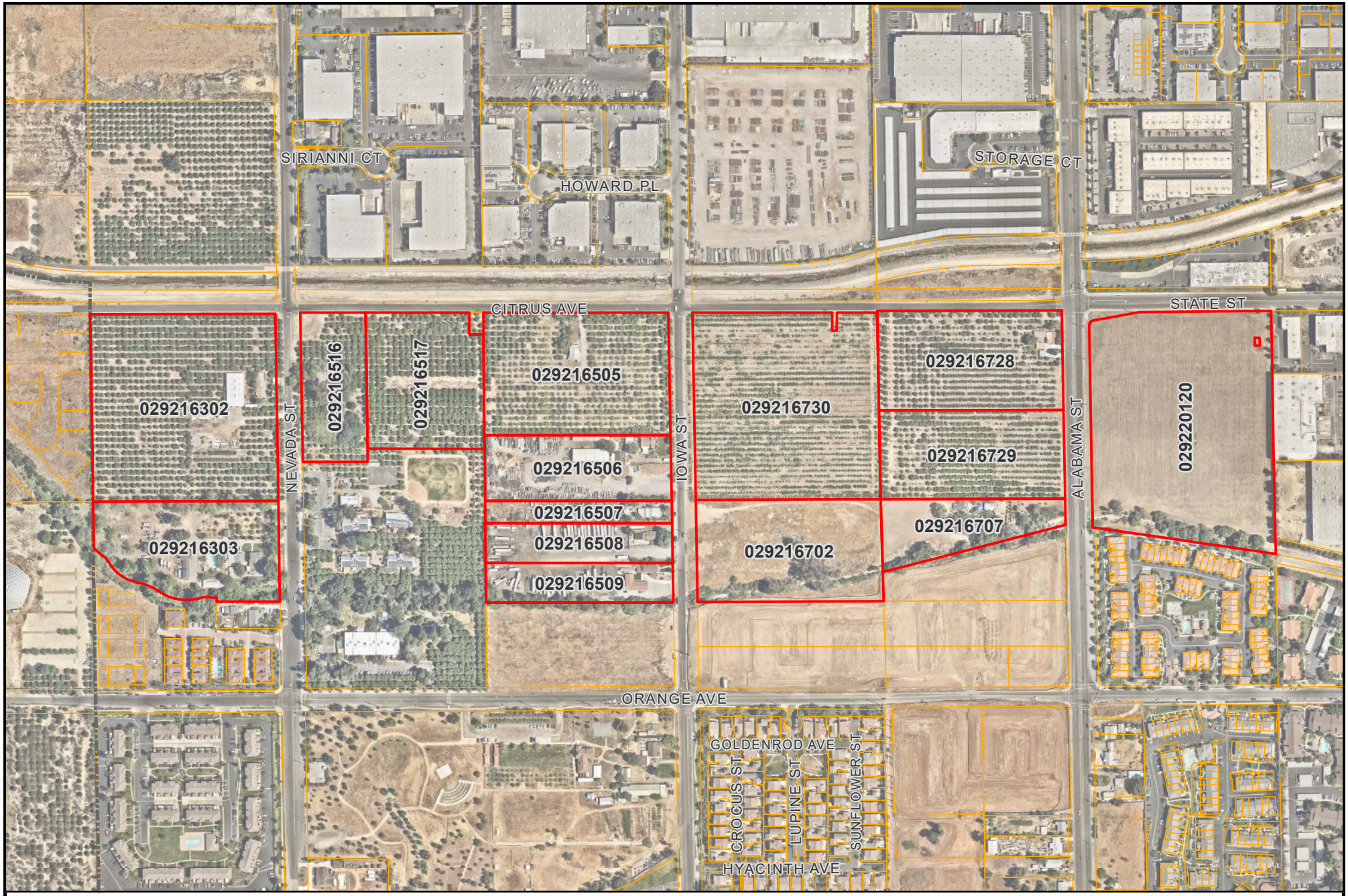
0292-167-28-0000

0292-167-29-0000

0292-167-30-0000

0292-201-20-0000

[Map Attached]



Rezone Parcels

Parcels

July 19, 2022

Exhibit A:

Parcels Exempt From Interim Prohibition/Moratorium on New Warehouses and Distribution Facilities

City of REDLANDS

0 250 500 Feet

City Council Meeting **K. 4.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Ordinance No. 2939 - Extending a Temporary Moratorium on certain Development Projects within the East Valley Corridor Specific Plan for 10 months and 15 days
(Mayor to declare meeting open as a public hearing)

A. Consideration of a determination of exemption pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and consideration of Ordinance No. 2939 extending a temporary moratorium on certain development projects for properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the list of potential housing sites prepared in conjunction with the City's 2021-2029 Housing Element (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 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(s) is provided:

Mayor requests the City Clerk to read the title of Ordinance No. 2939;

I move to waive further reading of Ordinance No. 2939 and to introduce Ordinance No. 2939, and further find that the Ordinance is exempt from environmental review pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality Act Guidelines.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 2939 to extend the temporary moratorium related to Ordinance No. 2928 by 10 months and 15 days in accordance with Government Code Section 65858(a).

DISCUSSION:

On June 7, 2022, the City Council adopted Ordinance No. 2928, an interim ordinance adopting a temporary 45-day moratorium on land use approvals and building permits for new construction that may be approved or issued on fifteen (15) properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plans (see Attachment A - Location Map), except for multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 du/ac) and Moderate-Income density category (density between 12 du/ac to 30 du/ac) at locations consistent with the City of Redlands 2021-2029 Housing Element. Click here to view the June 7, 2022, staff report.

Government Code Section 65858(d) mandates that at least ten days prior to the expiration of that interim ordinance, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. The expiration date of the initial 45-day period of the moratorium will be July 22, 2022. Therefore, a report was received and accepted by the City Council on July 5, 2022.

The report provided an update on activities since the adoption of Ordinance No. 2928 on June 7, 2022, including the following tasks.

- Worked with the City's consultants for the 2021-2029 Housing Element Update in preparing responses to written comments from the California Department of Housing & Community Development (HCD).
- Met with HCD staff regarding the City's responses to HCD comments, as well as the pending certification of the 2021-2029 Housing Element.
- Continued work on the Citywide Zone Map Update.
- Worked on the environmental review process for the rezoning of RHNA sites, including the 15 subject parcels.

Work will continue on the tasks listed above in the coming months and will also include the following tasks.

- Obtain certification from HCD for the adopted 2021-2029 Housing Element.
- Contract with a consultant to prepare the necessary environmental (CEQA) review and analysis for the rezoning of RHNA sites, including the 15 subject parcels.
- Proceed to process the rezoning of the RHNA housing sites.
- Present the RHNA sites rezoning to the Planning Commission for review and recommendation.
- Present the RHNA sites rezoning to the City Council for approval.
- Continue to work on the Citywide Zone Map Update.

The above-described work by staff will require more time to complete (i.e., several months and continuing through Summer and Fall). Therefore, staff is requesting an extension of 10 months and 15 days as permitted by Government Code Section 65858(a) to allow for completion of the analysis described above.

ALTERNATIVES:

The Council may choose not to extend the moratorium, in which case the temporary moratorium will automatically expire on July 22, 2022.

STRATEGIC PLAN:

Priority B, Public Health and Safety: Enhance services and programs so that all community members are safe, sheltered, and have access to Redlands' core services.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

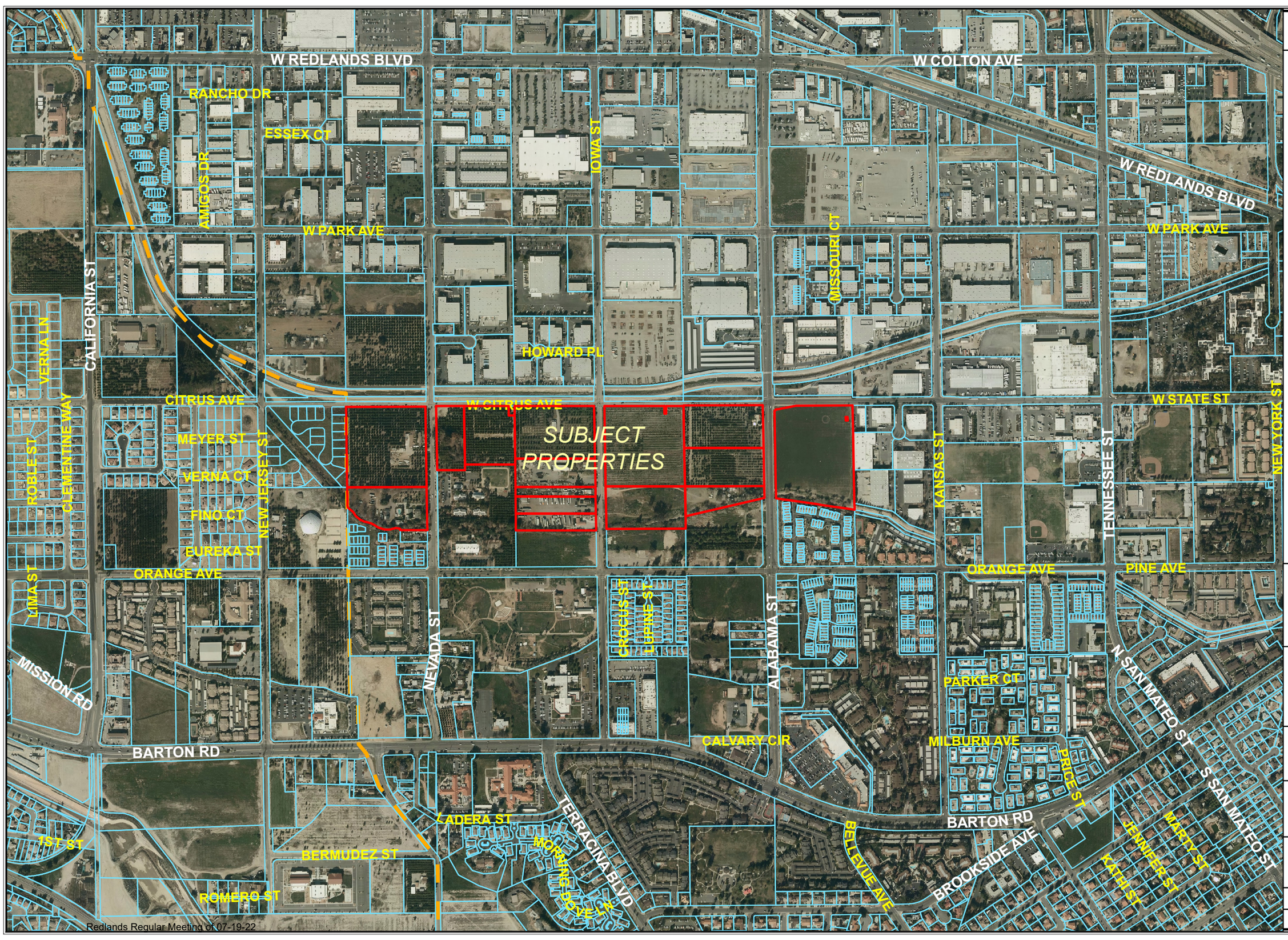
PREPARED BY:
Catherine Lin, AICP, Principal Planner

Fiscal Impact

Fiscal Year: 22-23
Revenue Generating: No
Appropriation Required Y/N: No
Discussion:
The proposed moratorium extension will have no fiscal impact.

Attachments

Attachment A-1: Location Map & Aerial Photo
Attachment A-2: Subject Properties
Attachment B: Ordinance No. 2928 (Moratorium)
Attachment C: Ordinance No. 2939 (Moratorium Extension)



Location Map

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

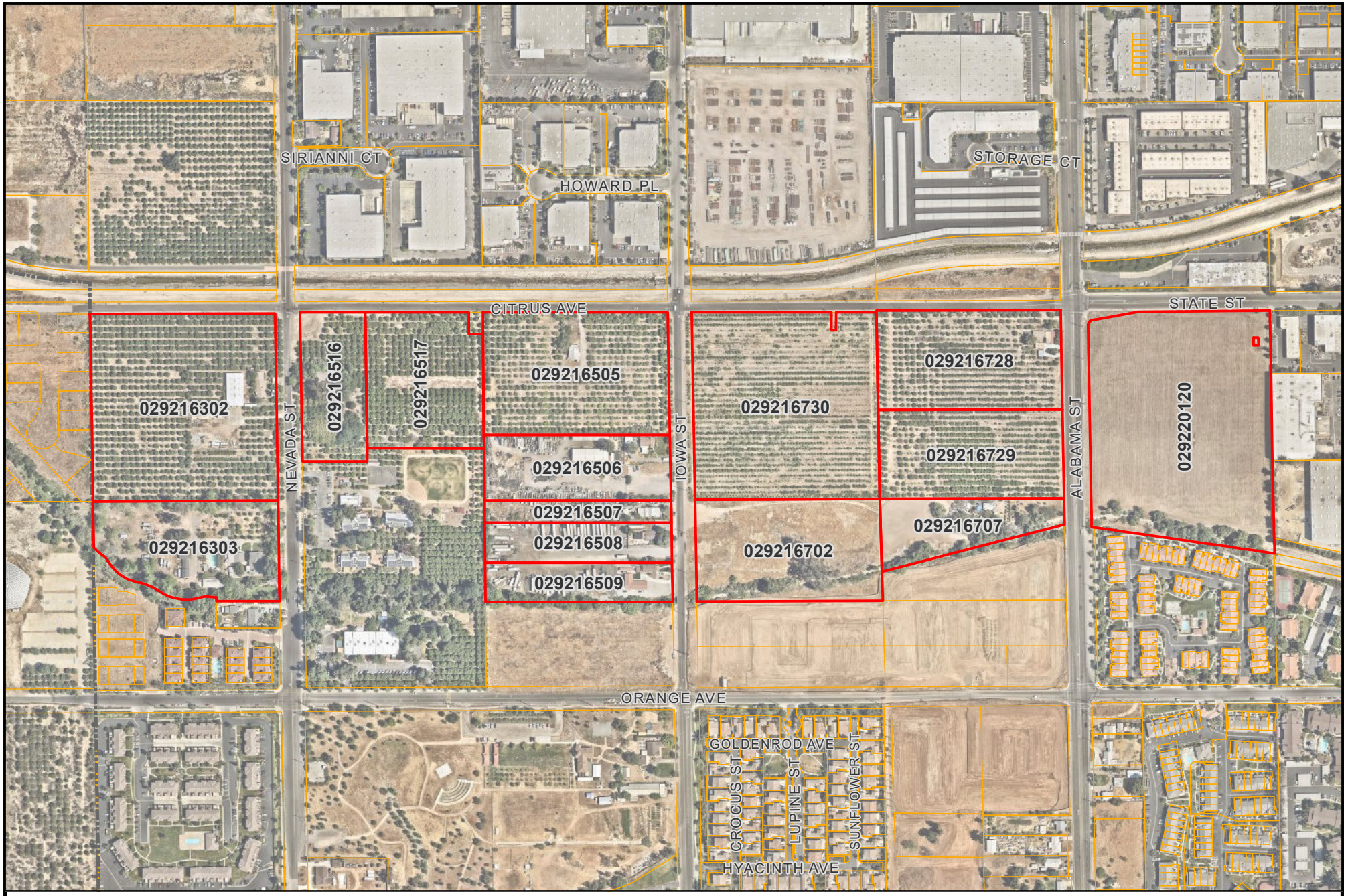
Scale
0 550 1,100
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

June 30, 2022

OneStop.mxd



Rezone Parcels

Parcels

wo1747EVCSpecificPlan August 05, 2021

Exhibit A:

Parcels Subject to Interim Prohibition/Moratorium proposed with Ordinance No. 2928

City of REDLANDS

0 250 500 Feet

URGENCY ORDINANCE NO. 2928

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS PURSUANT TO GOVERNMENT CODE SECTION 65858 ADOPTING A TEMPORARY 45-DAY MORATORIUM ON CERTAIN NEW DEVELOPMENT PROJECTS FOR PROPERTIES LOCATED WITHIN THE COMMERCIAL INDUSTRIAL (EV/IC) DISTRICT OF THE EAST VALLEY CORRIDOR SPECIFIC PLAN THAT ARE IDENTIFIED ON THE LIST OF POTENTIAL HOUSING SITES PREPARED IN CONJUNCTION WITH THE CITY'S 2021-2029 HOUSING ELEMENT (6TH CYCLE HOUSING ELEMENT UPDATE).

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Urgency Findings.

A. The City of Redlands has prepared and adopted an update to its Housing Element (a part of the City's General Plan) known as the 6th Cycle Housing Element Update. This is the statewide effort by many cities and counties as mandated by the California Department of Housing & Community Development (HCD). Through this statewide process, HCD, through regional agencies such as the Southern California Association of Governments, allocates a specified number of new housing units to each jurisdiction, and the jurisdiction must then plan accordingly and provide a sufficient amount of land zone properly to accommodate the jurisdiction's allotment. This process occurs during a Housing Element Update cycle every eight years. Furthermore, HCD specifies time limits within which a Housing Element Update cycle must be completed, and provides penalties for jurisdictions that do not complete their Housing Element Update within the State's deadlines.

B. The City of Redlands has prepared and adopted its Housing Element(6th Cycle Housing Element Update) and, in so doing, has prepared a housing inventory and map for future potential housing sites throughout the City with sufficient acreage to accommodate the City's required number and density of housing units (known as the Regional Housing Needs Assessment or "RHNA" number). Some of the identified potential housing sites are within an Industrial land use and/or zoning district(s) and will require rezoning to authorize residential development as a permitted land use and at a density sufficient to comply with State requirements.

C. A critical housing shortage is a statewide and regional concern. California is currently experiencing a housing supply crisis, with housing demand exceeding supply. This lack of housing supply in California has resulted in dramatically increasing housing costs across the State and an increased risk that households will be unable to find available and affordable housing. As such, the City's ability to identify potential local housing sites within the Industrial land use and/or zoning district(s) in the City to be rezoned to residential development as a permitted land use and at a density sufficient to comply with State requirements and consistent with the City's adopted Housing Element is a matter of critical and immediate local concern. The

City's ability to identify sufficient land area with appropriate zoning to accommodate new housing for all persons at all income levels is a matter of public health, safety, and general welfare.

D. To protect the City's ability to comply with State law and implement its 2021-2029 Housing Element in accordance with HCD content requirements as well as time limits, and in order to facilitate the development of sufficient local housing to alleviate the regional and statewide housing crisis, City staff needs time to re-zone certain properties from an Industrial zoning to a different (Residential) zoning designation to accommodate future housing, to study if certain properties will need to change its land use designation under the General Plan to permit residential land uses (i.e., from Industrial to Residential for consistency with zoning as required by existing State law), to study the surrounding land uses and other characteristics of properties identified on the list of future housing sites, and study the process by which future housing projects (including lower-income housing, affordable housing, projects with a State density bonus, and/or market rate housing projects) may be subject to discretionary review and at what level.

E. The City has the police power, pursuant to Article XI, section 7 of the California Constitution, to make and enforce ordinances to regulate the use of land within its jurisdictional boundaries, to the extent such regulations are not in conflict with the general laws of the State of California.

F. Government Code Section 65858 expressly authorizes the City Council, in order to protect public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency ordinance shall require a four-fifths (4/5) vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended.

Section 2. Interim Prohibition.

A. In accordance with the authority granted to the City under Government Code Section 65858 and pursuant to the findings stated herein, for a period of forty-five (45) days from the date of adoption of this urgency ordinance, no land use approvals and building permits for new construction may be approved or issued on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, except for multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 du/ac) and Moderate-Income density category (density between 12 du/ac to 30 du/ac) at locations consistent with the City of Redlands 2021-2029 Housing Element.

B. Any projects which have received full entitlements, including all necessary CEQA approvals, for new construction on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, except for multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 du/ac) and Moderate-Income density category (density between 12 du/ac

to 30 du/ac), at locations consistent with the City of Redlands 2021-2029 Housing Element prior to the effective date of this urgency ordinance, and that have commenced substantial construction or incurred expenses in connection with such construction, and for which all applicable appeal periods have run, shall be considered exempt from application of this urgency ordinance.

C. Based on the findings set forth herein, no land use approval or building permit may be issued or approved for any new development including warehouse/distribution facilities or other commercial/industrial land uses on properties within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan that have been identified as housing sites to meet the requirements of the Regional Housing Needs Assessment (2021-2029 Housing Element) for the effective period of this urgency ordinance.

Section 3. Urgency Findings.

A. Based on the findings herein, this urgency ordinance is adopted pursuant to California Government Code section 65858 to address a current and ongoing threat to the public health, safety, and welfare. There is a critical housing shortage regionally and statewide with the demand for housing exceeding supply. This lack of housing supply in California has resulted in dramatically increasing housing costs across the State and makes difficult the ability of households to find available and affordable housing. As such, it is of critical importance that the City take the necessary actions to rezone Industrial land use and/or zoning district(s) in the City for residential development as a permitted land use and at a density sufficient to facilitate the development of local housing to alleviate the regional and statewide housing crisis and comply with State requirements and the City's adopted Housing Element.

B. For these reasons, the City Council has determined that granting land use approvals or building permits for new commercial or industrial developments including warehouse/distribution facilities on properties within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan in the City of Redlands that have been identified on the list of housing sites to meet the requirements of the Regional Housing Needs Assessment (in conjunction with the 6th Cycle Housing Element to update the City's mandatory Housing Element of the General Plan) would result in a threat to the public health, safety, and welfare.

Section 4. Written Report. Pursuant to Government Code Section 65858, staff must prepare for consideration and issuance by the City Council a written report describing measures taken to address the condition which led to the adoption of this urgency ordinance. The report will be provided to the City Council so that it may be considered and issued no later than ten (10) days prior to the expiration of this urgency ordinance.

Section 5. Effective Period. In accordance with California Government Code section 65858, this ordinance shall be in full force and effect for a period of forty-five (45) days from the date of its adoption. This period may be extended by the City Council in accordance with the provisions of California Government Code section 65858.

Section 6. Conflicting Laws. For the term of this urgency ordinance, as set forth in Section 5 above, the provisions of this urgency ordinance shall govern over any conflicting provisions of any other City code, ordinance, resolution, or policy.

Section 7. California Environmental Quality Act. The City Council has reviewed the matter, and based upon facts and information contained in the staff report, administrative record, written and oral testimony, hereby finds as follows:

A. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act (CEQA), this urgency ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this urgency ordinance is exempt from CEQA review because there is no possibility that the moratorium may have a significant effect on the environment, insofar as it prohibits granting land use approvals or building permits for new commercial or industrial developments including warehouse/distribution facilities on properties within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan. Furthermore, even if the urgency ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the moratorium will not create an environmental impact.

B. Further, as the urgency ordinance is an administrative procedure related to uses, facilities, and regulations, and given that the proposed urgency ordinance is not related to a specific project, the urgency ordinance (i) by virtue of the location of affected improvements, will not impact a sensitive environmental resource of hazardous or critical concern; (ii) will not have a cumulative impact on the environment through successive projects of the same type, in the same place, over time; (iii) does not have any unusual circumstances that will have a significant effect on the environment; (iv) does not impact a scenic highway; (v) is not located on a hazardous waste site; and (vi) will not adversely impact a historical resource. Accordingly, none of the exceptions to categorical exemptions set forth in the CEQA Guidelines, Section 15300.2, apply to this urgency ordinance.

Section 10. Enforcement. The City may enforce any provision of this urgency ordinance by mandamus, injunction, or any other appropriate civil remedy in any court of competent jurisdiction.

Section 9. Urgency Ordinance. This ordinance is an urgency ordinance pursuant to the Government Code Section 65858, and shall take effect and be enforced immediately upon adoption by four-fifths (4/5) vote of the City Council.

Section 8. Severability. If any provision of this urgency ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the urgency ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this urgency ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof. By enacting this urgency ordinance, the City ordains that nothing herein shall be deemed to conflict with or duplicate federal or state law, or otherwise or to license any activity that is prohibited thereunder except as mandated by such laws.

Section 11. Publication and Posting. The Mayor shall sign this urgency ordinance and the City Clerk shall certify to the adoption of this urgency ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing urgency ordinance was duly adopted by the City Council at a regular meeting thereof held on the 7th day of June, 2022.

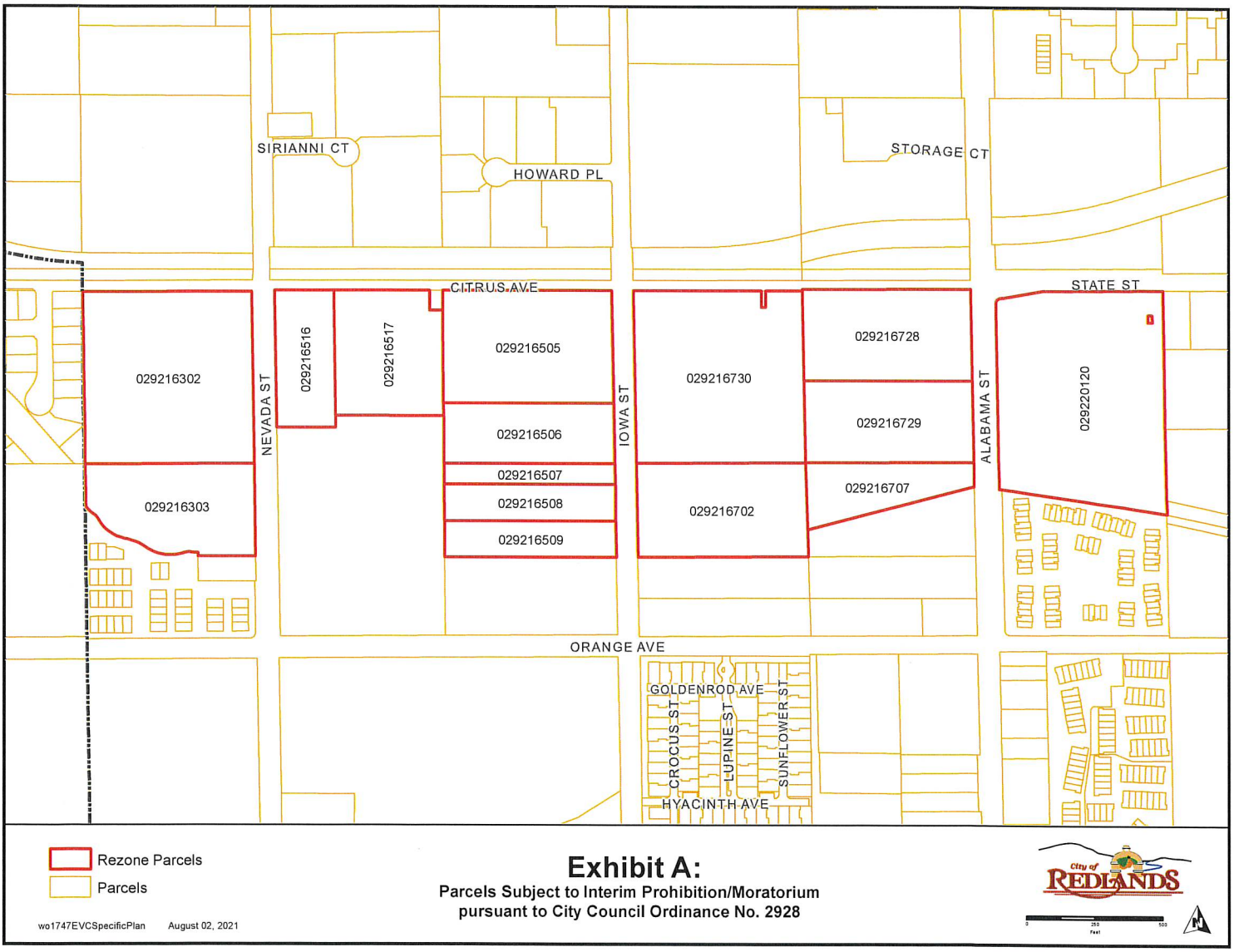
AYES:	Councilmembers Tejeda, Guzman-Lowery, Gallagher; Mayor Barich
NOES:	None
ABSENT:	None
ABSTAINED:	Councilmember Davis

Jeanne Donaldson, City Clerk

EXHIBIT "A"

List and Map of Subject Properties

[Attached]


SIRIANNI CT
HOWARD PL
STORAGE CT
CITRUS AVE
STATE ST
029216302
029216516
029216517
029216505
029216506
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029216508
029216509
029216303
NEVADA ST
IOWA ST
029216730
029216728
029216729
029216707
029216702
ALABAMA ST
029220120
ORANGE AVE
GOLDENROD AVE
CROCUS ST
LUPINE ST
SUNFLOWER ST
HYACINTH AVE
Rezone Parcels
Parcels
wo1747EVCSpecificPlan August 02, 2021
Exhibit A:
Parcels Subject to Interim Prohibition/Moratorium
pursuant to City Council Ordinance No. 2928
City of REDLANDS
0 250 500
Feet

ORDINANCE NO. 2939

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE OF REDLANDS, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65858 EXTENDING A MORATORIUM ON CERTAIN NEW DEVELOPMENT PROJECTS FOR PROPERTIES LOCATED WITHIN THE COMMERCIAL INDUSTRIAL (EV/IC) DISTRICT OF THE EAST VALLEY CORRIDOR SPECIFIC PLAN THAT ARE IDENTIFIED ON THE LIST OF POTENTIAL HOUSING SITES PREPARED IN CONJUNCTION WITH THE CITY'S 2021-2029 HOUSING ELEMENT (6th CYCLE HOUSING ELEMENT UPDATE)

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Urgency Findings. In accordance with California Government Code section 65858, and in order to protect the public health, safety, and welfare, the City Council of the City of Redlands finds as follows:

A. The City of Redlands ("City") has prepared and adopted an update to its Housing Element (a part of the City's General Plan) known as the 6th Cycle Housing Element Update. This is the statewide effort by many cities and counties as mandated by the California Department of Housing & Community Development ("HCD"). Through this statewide process, HCD, through regional agencies such as the Southern California Association of Governments, allocates a specified number of new housing units to each jurisdiction, and the jurisdiction must then plan accordingly and provide a sufficient amount of land zone properly to accommodate the jurisdiction's allotment. This process occurs during a Housing Element Update cycle every eight years. Furthermore, HCD specifies time limits within which a Housing Element Update cycle must be completed, and provides penalties for jurisdictions that do not complete their Housing Element Update within the State's deadlines.

B. The City of Redlands has prepared and adopted its Housing Element (6th Cycle Housing Element Update) and, in so doing, has prepared a housing inventory and map for future potential housing sites throughout the City with sufficient acreage to accommodate the City's required number and density of housing units (known as the Regional Housing Needs Assessment or "RHNA" number). Some of the identified potential housing sites are within an Industrial land use and/or zoning district(s) and will require rezoning to authorize residential development as a permitted land use and at a density sufficient to comply with State requirements.

C. A critical housing shortage is a statewide and regional concern. California is currently experiencing a housing supply crisis, with housing demand exceeding supply. This lack of housing supply in California has resulted in dramatically increasing housing costs across the State and an increased risk that households will be unable to find available and affordable housing. As such, the City's ability to identify potential local housing sites within the Industrial land use and/or zoning district(s) in the City to be rezoned to residential development as a permitted land use and at a density sufficient to comply with State requirements and consistent

with the City's adopted Housing Element is a matter of critical and immediate local concern. The City's ability to identify sufficient land area and provide appropriate zoning to accommodate new housing for all persons at all income levels is a matter of public health, safety, and general welfare.

D. To protect the City's ability to comply with State law and implement its 2021-2029 Housing Element in accordance with HCD content requirements as well as time limits, and in order to facilitate the development of sufficient local housing to alleviate the regional and statewide housing crisis, City staff needs time to re-zone certain properties from an Industrial zoning to a residential zoning designation at varies densities to accommodate future housing, to study if certain properties will need to change its land use designation under the General Plan to permit residential land uses (i.e., from Industrial to Residential for consistency with zoning as required by existing State law), to study the surrounding land uses and other characteristics of properties identified on the list of future housing sites, and study the process by which future housing projects (including lower-income housing, affordable housing, projects with a State density bonus, and/or market rate housing projects) may be subject to discretionary review and at what level.

E. The City has the police power, pursuant to Article XI, Section 7 of the California Constitution, to make and enforce ordinances to regulate the use of land within its jurisdictional boundaries, to the extent such regulations are not in conflict with the general laws of the State of California.

F. Government Code Section 65858 expressly authorizes the City Council, in order to protect the public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency ordinance shall require a four-fifths (4/5) vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended.

G. On June 7, 2022, the City Council adopted Urgency Ordinance No. 2928, an urgency ordinance establishing a 45-day Moratorium on land use approvals and building permits for new construction may be approved or issued on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, except for multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 du/ac) and Moderate-Income density category (density between 12 du/ac to 30 du/ac) at locations consistent with the City of Redlands 2021-2029 Housing Element; and,

H. The Moratorium will expire on July 22, 2022, unless extended pursuant to Government Code Section 65858, which authorizes the City Council, after notice pursuant to Government Code Section 65090 and a public hearing, to adopt an ordinance extending the Moratorium for ten (10) months and fifteen (15) days, upon approval by a four-fifths vote, and upon making the same findings required for initial adoption of the Moratorium; and,

I. The City intends to process a General Plan Amendment and Zone Change to allow residential development as the primary use on certain properties identified on the City's RHNA housing sites inventory list included in the 2021-2029 Housing Element; and,

J. The City wishes to extend the Moratorium for a period of ten (10) months and fifteen (15) days; and,

K. Adoption of this urgency ordinance extending the original interim prohibition/moratorium will allow the City sufficient time to perform necessary tasks listed below:

i. Obtain certification of the 2021-2029 Housing Element from the Development of Housing & Community Development.
ii. Contract with a consultant to prepare the necessary environmental (CEQA) review and analysis for the rezoning of RHNA sites, including the 15 subject parcels identified in Exhibit A.
iii. Proceed to process the rezoning of the RHNA housing sites.
iv. Present the RHNA sites rezoning to the Planning Commission and the City Council for recommendation and approval.

L. Accordingly, the City desires to establish and extend, on an urgency basis, a temporary moratorium on all non-residential development projects for certain properties within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the list of potential housing sites prepared in the conjunction with the City's 2021-2029 Housing Element, to further the purposes stated herein.

Section 2. Moratorium.

A. Based on the findings set forth herein for the immediate preservation of the public health, safety, and welfare, and in accordance with the authority granted to the City under Government Code Section 65858, no land use approvals and building permits for a new non-residential construction may be approved or issued on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, except for multi-family developments in the Low and Very-Low Income density category (minimum density 30 du/ac) and Moderate-Income density category (density between 12 du/ac to 30 du/ac) at locations consistent with the City of Redlands 2021-2029 Housing Element, excepting therefrom any permits for additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses.

B. Any projects which have received full entitlements, including all necessary CEQA approvals, for new construction on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, and multi-family housing developments in the Low and Very-Low Income density category (minimum density 30 du/ac) and Moderate-Income density category (density between 12 du/ac to 30 du/ac), at locations consistent with the City of Redlands 2021-2029 Housing Element prior to the

effective date of this urgency ordinance, and that have commenced substantial construction or incurred expenses in connection with such construction, and for which all applicable appeal periods have run, shall be considered exempt from application of this urgency ordinance.

C. Based on the findings set forth herein, no land use approval or building permit may be issued or approved for any new development including warehouse/distribution facilities or other commercial/industrial land uses on properties within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan that have been identified as future housing sites to meet the requirements of the Regional Housing Needs Assessment (2021-2029 Housing Element) for the effective period of this urgency ordinance.

Section 3. Immediate threat to health, safety and welfare. Based on the findings herein, this urgency ordinance is adopted pursuant to California Government Code section 65858 to address a current and ongoing threat to the public health, safety, and welfare. The City Council has determined that the City's ability to identify sufficient land area and provide appropriate zoning to accommodate new housing for all persons at all income levels is a matter of public health, safety, and general welfare.

Section 4. Written Report. Pursuant to Government Code Section 65858, staff has prepared a written report for consideration by the City Council that describes measures taken to address the condition which led to the adoption of this urgency ordinance. The report was provided to the City Council for consideration on July 5, 2022, at least ten (10) days prior to the expiration of original urgency ordinance.

Section 5. Moratorium Extension. The City Council hereby extends the Moratorium that no land use approvals and building permits for a new construction may be approved or issued on properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan identified in Exhibit A, except for multi-family developments in the Low and Very-Low Income density category (minimum density 30 du/ac) and Moderate-Income density category (density between 12 du/ac to 30 du/ac) at locations consistent with the City of Redlands 2021-2029 Housing Element, excepting therefrom any permits for additions, tenant improvements, repairs, maintenance, signs, and the like on existing permitted uses. Further, in accordance with *Building Industry Legal Defense Foundation v. Superior Court (1999)*, this Moratorium shall prohibit the issuance of approvals, permits, and/or entitlements pursuant to this section, but shall not prevent the processing of lawfully filed development applications.

Section 6. Duration of Ordinance. The Moratorium is hereby extended for an additional ten (10) months and fifteen (15) days beyond its original expiration date, such that the Moratorium will now expire on June 7, 2023, or until the City Council adopts an ordinance addressing the issues related to the City's ability to identify sufficient land area and provide appropriate zoning to accommodate new housing for all persons at all income levels consistent with the RHNA allocation in the 2021-2029 Housing Element, whichever occurs first. Thereafter, this Moratorium extension shall be of no further force and effect unless, after a duly noticed public hearing, the City Council further extends the Moratorium for an additional period of time pursuant to Government Code section 65858.

Section 7. Conflicting Laws. For the term of this ordinance, as set forth in Section 6 above, the provisions of this ordinance shall govern over any conflicting provisions of any other City code, ordinance, resolution, or policy.

Section 8. Exempt from Environmental Review. The City Council has reviewed the matter and, based upon the facts and information contained in the staff report, administrative record, and written and oral testimony, hereby finds as follows:

A. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this urgency ordinance is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this urgency ordinance is exempt from CEQA review because there is no possibility that the moratorium may have a significant effect on the environment, insofar as it prohibits the development of certain projects for properties located within the Commercial Industrial (EV/IC) district of the East Valley Corridor Specific Plan that are identified on the RHNA inventory that is part of the 2021-2029 Housing Element. Furthermore, even if the urgency ordinance is considered a project, the proposed moratorium is categorically exempt under CEQA Guidelines Section 15308, because it is clear that the moratorium will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the implementation of the 2021-2029 Housing Element. Accordingly, no further environmental review is necessary.

B. Further, as the urgency ordinance is an administrative procedure related to uses, facilities, and regulations, and given that the proposed urgency ordinance is not related to a specific project, the urgency ordinance (i) by virtue of the location of affected improvements, will not impact a sensitive environmental resource of hazardous or critical concern; (ii) will not have a cumulative impact on the environment through successive projects of the same type, in the same place, over time; (iii) does not have any unusual circumstances that will have a significant effect on the environment; (iv) does not impact a scenic highway; (v) is not located on a hazardous waste site; and (vi) will not adversely impact a historical resource. Accordingly, none of the exceptions to categorical exemptions set forth in the CEQA Guidelines, Section 15300.2, apply to this urgency ordinance.

Section 9. Enforcement. The City may enforce any provision of this urgency ordinance by mandamus, injunction, or any other appropriate civil remedy in any court of competent jurisdiction.

Section 10. Urgency Ordinance. This ordinance is an urgency ordinance and shall take effect and be enforced immediately upon adoption by a four-fifths (4/5) vote of the City Council.

Section 11. Severability. If any provision of this urgency ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the urgency ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this urgency ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof. By enacting this urgency ordinance, the City ordains

that nothing herein shall be deemed to conflict with or duplicate federal or state law, or otherwise or to license any activity that is prohibited thereunder except as mandated by such laws.

Section 12. Publication and Posting. The Mayor shall sign this urgency ordinance and the City Clerk shall certify to the adoption of this urgency ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect in accordance with law.

_____
Paul T. Barich, 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 by the City Council at a regular meeting thereof held on the 19th day of July, 2022.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

List and Map of Properties Included in this Urgency Ordinance

Assessor’s Parcel Numbers:

0292-163-02-0000

0292-163-03-0000

0292-165-05-0000

0292-165-06-0000

0292-165-07-0000

0292-165-08-0000

0292-165-09-0000

0292-165-16-0000

0292-165-17-0000

0292-167-02-0000

0292-167-07-0000

0292-167-28-0000

0292-167-29-0000

0292-167-30-0000

0292-201-20-0000

(Map Attached)

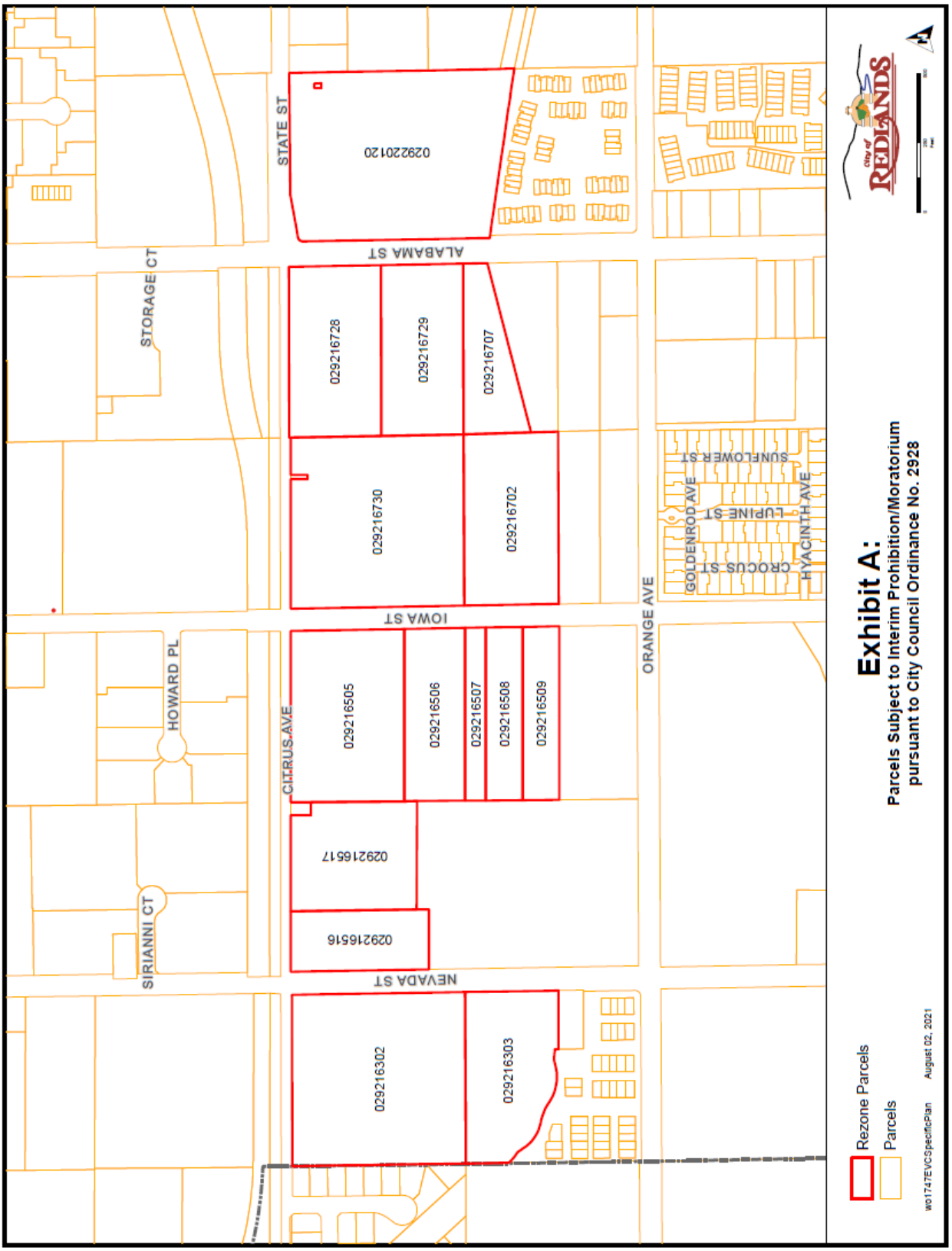
Exhibit A:
Parcels Subject to Interim Prohibition/Moratorium
pursuant to City Council Ordinance No. 2928
Rezone Parcels
Parcels
wo1747EVCSpecificPlan August 02, 2021
City of REDLANDS
STATE ST
ALABAMA ST
IOWA ST
NEVADA ST
ORANGE AVE
CITRUS AVE
STORAGE CT
HOWARD PL
SIRIANNI CT
SUNFLOWER ST
LUPINE ST
GOLDENROD AVE
CROCUS ST
HYACINTH AVE
029220120
029216728
029216729
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029216730
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029216505
029216506
029216507
029216508
029216509
029216517
029216516
029216302
029216303

City Council Meeting **K. 5.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8360 - Delinquent Administrative Citation and Fine Report
(Mayor to declare the meeting open as a public hearing)

A. Public Hearing to Consider Resolution No. 8360 approving the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for Lien Processing (Assistant City Manager Boatman)

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 approve Resolution No. 8360.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8360, 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 2022-2023 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 reports, have been found in violation of various sections of the Redlands Municipal Code (RMC). To date, 70 delinquent administrative citations have been issued to the property owners listed in the report with a total unpaid fine balance of $59,300 as of July 1, 2022. In this report, the delinquent 70 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 (carts), defecating in public, 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 6, 2022, 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 the delinquencies for these citations is $59,300. 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:
Glenn Vargas, Senior Code Enforcement Officer

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$59,300
Budgeted Y/N:	Y
Account No.:	1013004602

Discussion:

To date, 70 administrative citations have been issued to the property owners listed in the report with a total unpaid fine balance of $59,300 as of July 1, 2022. 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. 8360 - Delinquent Administrative Citations 2022

B. Sample Lien Notice Letter

C: Preliminary Special Assessment Report for FY 2022-23 Delinquent Administrative citations

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RESOLUTION NO. 8360

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 19, 2022, 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 19th day of July, 2022.

_____
Paul T. Barich, 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 19th day of July, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

JULY 6, 2022

XXXXXXX
XXXXXXX
XXXXX

RE: APN XXXXX
PREMISE ADDRESS: XXXX
DELINQUENT BALANCE AS OF THIS NOTICE: $XXX.00

NOTICE OF PUBLIC HEARING

This notice is to inform you that on Tuesday, July 19, 2022 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 2022-2023 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 14, 2022.

To prevent this impending lien action, please remit your past due balance in full no later than 5:00 p.m. on Monday, August 22, 2022.

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, Facilities and Community Services Department Senior Code Enforcement Officer, at (909) 335-4737 or gvargas@cityofredlands.org .

CITY OF REDLANDS
ADMINISTRATIVE CITATIONS
FY: 2021-22_____
MISCELLANEOUS
Updated as of 6/30/2022

Legend:
Reconciled with GL

	VIOLATION ADDRESS					NAME			ADDRESS																			
Parcel	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	INTEREST (10% PER MONTH)	AMOUNT PAID	AMOUNT INVOICED FOR COLLECTION	RESCINDED AMOUNT (FINE &/OR LATE CHARGE + INTEREST	TOTAL DUE	Count	DATE OF FULL PAYMENT	HEARING DATE	NOTES	DEPARTMENT
0167081400000	779	E	Pioneer Ave	Redlands	92374	Frank	H	Rodriquez, Jr	779	E	Pioneer Ave	Redlands	CA	92374	10/13/21	11/02/21	21-0568-1	21-0568		$100	$ 25.00	$ 70.00				$ 195.00	1				
0167081400000 Total																			**$0**	**$100**	**$ 25.00**	**$ 70.00**	**0.00**	**0.00**	**0.00**	**$ 195.00**	**1**				
0167101130000	780	W	San Bernardino Ave	Redlands	92374			Roll Real Estate Development LLC	11444	W	Olympic Blvd 10th floor	Los Angeles	CA	90064	01/18/22	02/07/22	21-0666-1	21-0666		$300	$ 75.00	$ 120.00				$ 495.00	1				
0167101130000 Total																			**$0**	**$300**	**$ 75.00**	**$ 120.00**	**0.00**	**0.00**	**0.00**	**$ 495.00**	**1**				
0167123030000	1610		Clay St.	Redlands	92374	Mark	A	Sanchez	14062		Springwater Ln	Eastvale	CA	92880	05/19/22	06/08/22	21-0819-1	21-0819		$100	$ 25.00	$ -				$ 125.00	1				
0167123030000 Total																			**$0**	**$100**	**$ 25.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 125.00**	**1**				
0167181390000	1418		Texas St	Redlands	92374			Holy Trinity C O G I C Holiness	1418		Texas St	Redlands	CA	92374	01/31/22	02/20/22	21-0245-1	21-0245		$200	$ 50.00	$ 80.00				$ 330.00	1				
0167181390000	1418		Texas St	Redlands	92374			Holy Trinity C O G I C Holiness	1418		Texas St	Redlands	CA	92374	02/15/22	03/07/22	21-0245-2	22-0245		$400	$ 100.00	$ 120.00				$ 620.00	1				
0167181390000	1418		Texas St	Redlands	92374			Holy Trinity C O G I C Holiness	1418		Texas St	Redlands	CA	92374	03/03/22	03/23/22	21-0245-3	21-0245		$1,000	$ 250.00	$ 300.00				$ 1,550.00	1				
0167181390000 Total																			**$0**	**$1,600**	**$ 400.00**	**$ 500.00**	**0.00**	**0.00**	**0.00**	**$ 2,500.00**	**3**				
0167211210000	1411		Washington St	Redlands	92374	Mark		Solls, Louden LLC	8665	E	Hartford Dr STE 200	Scottsdale	AZ	85255	05/19/22	06/08/22	21-0825-1	21-0825		$100	$ 25.00	$ -				$ 125.00	1				
0167211210000 Total																			**$0**	**$100**	**$ 25.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 125.00**	**1**				
0167233170000	1231		Webster St	Redlands	92374	Margaret	R	Castro	1231		Webster St	Redlands	CA	92374	06/09/22	06/29/22	21-0699-1	21-0699		$100	$ 25.00	$ -				$ 125.00	1				
0167233170000 Total																			**$0**	**$100**	**$ 25.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 125.00**	**1**				
0167301130000	1157		Alta St	Redlands	92374	Dorothy		Stogsdill	1157		Alta St	Redlands	CA	92374	12/08/21	12/28/21	21-0374-1	21-0374		$100	$ 25.00	$ 60.00				$ 185.00	1				
0167301130000 Total																			**$0**	**$100**	**$ 25.00**	**$ 60.00**	**0.00**	**0.00**	**0.00**	**$ 185.00**	**1**				
0167771200000	1501		Ohio St	Redlands	92374	Jerome	G	Tuazon	1324	N	New Hampshire Ave Unit 102	Los Angeles	CA	90027	05/25/22	06/14/22	21-0410-1	21-0410		$100	$ 25.00	$ -				$ 125.00	1				
0167771200000 Total																			**$0**	**$100**	**$ 25.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 125.00**	**1**				
0168437090000	1502	E	Brockton Ave	Redlands	92374	Henry	Jian	Phan CCG Holdings SPE LLC	9126		Ralph St	Rosemead	CA	91770	05/12/22	06/01/22	22-0158-1	22-0158		$100	$ 25.00	$ -				$ 125.00	1				
0168437090000	1502	E	Brockton Ave	Redlands	92374			1502 Brockton CCG Holdings LLC	9126		Ralph St	Rosemead	CA	91770	09/24/21	10/14/21	19-0898-2	19-0898		$100	$ 25.00	$ 80.00				$ 205.00	1				
0168437090000 Total																			**$0**	**$200**	**$ 50.00**	**$ 80.00**	**0.00**	**0.00**	**0.00**	**$ 330.00**	**2**				
0168461400000	1400		Padua Ave	Redlands	92374	Marcus		Ridgway, THR California LP	1717		Main St STE 2000	Dallas	TX	75201	05/19/22	06/08/22	21-0846-1	21-0846		$100	$ 25.00	$ -				$ 125.00	1				
0168461400000 Total																			**$0**	**$100**	**$ 25.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 125.00**	**1**				
0169106050000	804		Tribune St	Redlands	92374	Olivia	M	Gonsalez	804		Tribune St	Redlands	CA	92374	07/30/21	08/19/21	19-0747-1	19-0747		$400	$ 100.00	$ 400.00				$ 900.00	1				
0169106050000	804		Tribune St	Redlands	92374	Olivia	M	Gonsalez	804		Tribune St	Redlands	CA	92374	08/12/21	09/01/21	19-0747-2	19-0747		$800	$ 200.00	$ 720.00				$ 1,720.00	1				
0169106050000	804		Tribune St	Redlands	92374	Olivia	M	Gonsalez	804		Tribune St	Redlands	CA	92374	08/25/21	09/14/21	19-0747-3	19-0747		$1,500	$ 375.00	$ 1,350.00				$ 3,225.00	1				
0169106050000 Total																			**$0**	**$2,700**	**$ 675.00**	**$ 2,470.00**	**0.00**	**0.00**	**0.00**	**$ 5,845.00**	**3**				
0169111170000	1003	W	Colton Ave	Redlands	92374	Bakul		Patel	1371	W	Redlands Blvd	Redlands	CA	92373	08/26/21	09/15/21	21-0444-1	21-0444		$100	$ 25.00	$ 90.00				$ 215.00	1				
0169111170000 Total																			**$0**	**$100**	**$ 25.00**	**$ 90.00**	**0.00**	**0.00**	**0.00**	**$ 215.00**	**1**				
0169281450000	340	N	Eureka St	Redlands	92374	Hsieh		Jackson, Spirit Master Funding X LLC	2275	W	190th st	Torrance	CA	90504	12/08/21	12/28/21	21-0630-4	21-0630		$2,700	$ 675.00	$ 1,620.00				$ 4,995.00	1				
0169281450000 Total																			**$0**	**$2,700**	**$ 675.00**	**$ 1,620.00**	**0.00**	**0.00**	**0.00**	**$ 4,995.00**	**1**				
0170051080000	1314	E	Brockton Ave	Redlands	92374	Christina	M	Villa	1314	E	Brockton Ave	Redlands	CA	92374	05/11/22	05/31/22	21-0457-1	21-0457		$200	$ 50.00	$ -				$ 250.00	1				
0170051080000 Total																			**$0**	**$200**	**$ 50.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 250.00**	**1**				
0170321160000	8		Crafton Ct	Redlands	92374	Tony	L	Butler	8		Crafton Ct	Redlands	CA	92374	09/22/21	10/12/21	18-0735-1	18-0735		$500	$ 125.00	$ 400.00				$ 1,025.00	1				
0170321160000	8		Crafton Ct	Redlands	92374	Tony	L	Butler	8		Crafton Ct	Redlands	CA	92374	11/18/21	12/08/21	18-0735-2	18-0735		$800	$ 200.00	$ 480.00				$ 1,480.00	1				
0170321160000 Total																			**$0**	**$1,300**	**$ 325.00**	**$ 880.00**	**0.00**	**0.00**	**0.00**	**$ 2,505.00**	**2**				
0171022040000	905	W	Stuart Ave	Redlands	92373			Property One LLC			PO Box 7538	Redlands	CA	92373	09/09/21	09/29/21	21-0544-1	21-0544		$100	$ 25.00	$ 90.00				$ 215.00	1				
0171022040000 Total																			**$0**	**$100**	**$ 25.00**	**$ 90.00**	**0.00**	**0.00**	**0.00**	**$ 215.00**	**1**				
0171022050000	821	W	Stuart Ave	Redlands	92374			Property One LLC			PO Box 7538	Redlands	CA	92375	09/09/21	09/29/21	21-0545-1	21-0545		$200	$ 50.00	$ 180.00				$ 430.00	1				
0171022050000 Total																			**$0**	**$200**	**$ 50.00**	**$ 180.00**	**0.00**	**0.00**	**0.00**	**$ 430.00**	**1**				
0171031160000	501	W	Redlands Blvd	Redlands	92373			BSD 501 Redlands LLC	4221		Wilshire Blvd Unit 282	Los Angeles	CA	90010	07/13/21	08/02/21	21-0287-1	21-0287		$100	$ 25.00	$ 100.00				$ 225.00	1				
0171031160000 Total																			**$0**	**$100**	**$ 25.00**	**$ 100.00**	**0.00**	**0.00**	**0.00**	**$ 225.00**	**1**				
0171061280000	16	E	Redlands Blvd	Redlands	92373	Debbie	S.	Marquez	7926		Westgate Ct	Riverside	CA	92506	04/06/22	04/26/22	22-0124-1	22-0124		$200	$ 50.00	$ 40.00				$ 290.00	1				
0171061280000 Total																			**$0**	**$200**	**$ 50.00**	**$ 40.00**	**0.00**	**0.00**	**0.00**	**$ 290.00**	**1**				
0171089170000	539	E	Redlands Blvd	Redlands	92374			ACAA Limited Partnership	29848		Live Oak Canyon Rd	Redlands	CA	92373	10/14/21	11/03/21	21-0143-1	21-0143		$100	$ 25.00	$ 70.00				$ 195.00	1				
0171089170000 Total																			**$0**	**$100**	**$ 25.00**	**$ 70.00**	**0.00**	**0.00**	**0.00**	**$ 195.00**	**1**				
0171122160000	102	E	State St	Redlands	92373	Armen		Ohanian TR 9/20/88	5546	N	Rosemead Blvd Unit 201	Temple City	CA	91780	07/29/21	08/18/21	21-0237-1	21-0237		$100	$ 25.00	$ 100.00				$ 225.00	1				
0171122160000 Total																			**$0**	**$100**	**$ 25.00**	**$ 100.00**	**0.00**	**0.00**	**0.00**	**$ 225.00**	**1**				
0172021120000	7	S	San Mateo St	Redlands	92373	Amy	P	Bowman	7	S	San Mateo St	Redlands	CA	92373	11/04/21	11/24/21	21-0263-1	21-0263		$ 100.00	$ 25.00	$ 70.00				$ 195.00	1				
0172021120000 Total																			**$0**	**$ 100.00**	**$ 25.00**	**$ 70.00**	**0.00**	**0.00**	**0.00**	**$ 195.00**	**1**				
0172022450000	24		Dale Ln	Redlands	92373	Alice		Bauer	24		Dale Ln	Redlands	CA	92373	08/17/21	09/06/21	21-0274-1	21-0274		$100	$ 25.00	$ 90.00				$ 215.00	1	10/20/2021	Citation is to be redicued from $200 to $100- Per the Hearing Officer		
0172022450000 Total																			**$0**	**$100**	**$ 25.00**	**$ 90.00**	**0.00**	**0.00**	**0.00**	**$ 215.00**	**1**				
0172191280000	1004	W	Fern Ave	Redlands	92373	Nicholas	P	Wallingford	1004	W	Fern Ave	Redlands	CA	92373	09/20/21	10/10/21	21-0258-3	21-0258		$600	$ 150.00	$ 480.00				$ 1,230.00	1				
0172191280000 Total																			**$0**	**$600**	**$ 150.00**	**$ 480.00**	**0.00**	**0.00**	**0.00**	**$ 1,230.00**	**1**				
0172363060000	624		Nottingham Dr	Redlands	92373	Jay		Murvine	1835		Rossmont Dr	Redlands	CA	92373	11/04/21	11/24/21	20-0880-1	20-0880		$200.00	$ 50.00	$ 140.00				$ 390.00	1		Admin citation issued to PO with updated address		
0172363060000	624		Nottingham Dr	Redlands	92373	Jay		Murvine	1835		Rossmont Dr	Redlands	CA	92373	11/18/21	12/08/21	20-0880-2	20-0880		$400	$ 100.00	$ 240.00				$ 740.00	1				
0172363060000 Total																			**$0**	**$600**	**$ 150.00**	**$ 380.00**	**0.00**	**0.00**	**0.00**	**$ 1,130.00**	**2**				
0172401100000	1250	W	Palm Ave	Redlands	92373	Vadim		Kandalov	1250	W	Palm Ave	Redlands	CA	92373	01/31/22	02/20/22	19-0885-3	19-0885		$100	$ 25.00	$ 40.00				$ 165.00	1				
0172401100000	1250	W	Palm Ave	Redlands	92373	Vadim		Kandalov	1250	W	Palm Ave	Redlands	CA	92373	07/21/21	08/10/21	19-0885-1	19-0885		$100	$ 25.00	$ 100.00				$ 225.00	1				
0172401100000	1250	W	Palm Ave	Redlands	92373	Vadim		Kandalov	1250	W	Palm Ave	Redlands	CA	92373	03/08/22	03/28/22	19-0885-4	19-0885		$200	$ 50.00	$ 60.00				$ 310.00	1				
0172401100000	1250	W	Palm Ave	Redlands	92373	Vadim		Kandalov	1250	W	Palm Ave	Redlands	CA	92373	09/14/21	10/04/21	19-0885-2	19-0885		$200	$ 50.00	$ 160.00				$ 410.00	1				
0172401100000 Total																			**$0**	**$600**	**$ 150.00**	**$ 360.00**	**0.00**	**0.00**	**0.00**	**$ 1,110.00**	**4**				
0172421240000	127		Carmody St	Redlands	92373	John		Tekin	127		Carmody St	Redlands	CA	92373	03/14/22	04/03/22	21-0468-2	21-0468		$100	$ 25.00	$ 20.00				$ 145.00	1				
0172421240000	127		Carmody St	Redlands	92373	John		Tekin	127		Carmody St	Redlands	CA	92373	03/02/22	03/22/22	21-0468-1	21-0468		$100	$ 25.00	$ 30.00				$ 155.00	1				
0172421240000	127		Carmody St	Redlands	92373	John		Tekin	127		Carmody St	Redlands	CA	92373	03/31/22	04/20/22	21-0468-3	21-0468		$200	$ 50.00	$ 40.00				$ 290.00	1				
0172421240000	127		Carmody St	Redlands	92373	John		Tekin	127		Carmody St	Redlands	CA	92373	04/28/22	05/18/22	21-0468-4	21-0468		$500	$ 125.00	$ 50.00				$ 675.00	1				
0172421240000 Total																			**$0**	**$900**	**$ 225.00**	**$ 140.00**	**0.00**	**0.00**	**0.00**	**$ 1,265.00**	**4**				
0172441350000	123		Terracina Blvd	Redlands	92373			Yanit, E C & G L Family Trust (7-17-	2019	S	Second St	Alabama	CA	91803	07/06/21	07/26/21	21-0141-3	21-0141		$1,700	$ 425.00	$ 1,870.00				$ 3,995.00	1				
0172441350000	123		Terracina Blvd	Redlands	92373			Yanit, E C & G L Family Trust (7-17-	2019	S	Second St	Alabama	CA	91803	08/26/21	09/15/21	21-0141-4	21-0141		$3,000	$ 750.00	$ 2,700.00				$ 6,450.00	1				
0172441350000 Total																			**$0**	**$4,700**	**$ 1,175.00**	**$ 4,570.00**	**0.00**	**0.00**	**0.00**	**$ 10,445.00**	**2**				
0173222020000	453		Chestnut Ave	Redlands	92373	Thomas		Befort			PO Box 1110	Big Bear Lake	CA	92315	01/20/22	02/09/22	20-0849-1	20-0849		$100	$ 25.00	$ 40.00				$ 165.00	1				
0173222020000 Total																			**$0**	**$100**	**$ 25.00**	**$ 40.00**	**0.00**	**0.00**	**0.00**	**$ 165.00**	**1**				
0173342110000	1005		Coronado Dr	Redlands	92374	Lionel	O.	Huggins	1005		Coronado Dr	Redlands	CA	92374	09/20/21	10/10/21	21-0562-1	21-0562		$200	$ 50.00	$ 160.00				$ 410.00	1				
0173342110000 Total																			**$0**	**$200**	**$ 50.00**	**$ 160.00**	**0.00**	**0.00**	**0.00**	**$ 410.00**	**1**				
0174011110000	516	W	Crescent Ave	Redlands	92373	Shawn	Joseph	Ori	516	W	Crescent Ave	Redlands	CA	92373	11/22/21	12/12/21	21-0161-2	21-0161		$200	$ 50.00	$ 120.00				$ 370.00	1				
0174011110000	516	W	Crescent Ave	Redlands	92373	Shawn	Joseph	Ori	516	W	Crescent Ave	Redlands	CA	92373	08/17/21	09/06/21	21-0161-1	21-0161		$200	$ 50.00	$ 180.00				$ 430.00	1				
0174011110000 Total																			**$0**	**$400**	**$ 100.00**	**$ 300.00**	**0.00**	**0.00**	**0.00**	**$ 800.00**	**2**				
0174103230000	114		Franklin Ave	Redlands	92373	Cantelupe,		Jerry Family TR 5-7-09	114		Franklin Ave	Redlands	CA	92373	02/24/22	03/16/22	20-0838-1	20-0838		$200	$ 50.00	$ 60.00				$ 310.00	1				
0174103230000 Total																			**$0**	**$200**	**$ 50.00**	**$ 60.00**	**0.00**	**0.00**	**0.00**	**$ 310.00**	**1**				
0174161400000	1309		Farview Ln	Redlands	92374	Sally		Km, Meadowbrook Homes, INC. C/O Sal	2221	W	Olympic Blvd	Los Angeles	CA	90006	09/23/21	10/13/21	20-0702-1	20-0702		$200	$ 50.00	$ 160.00				$ 410.00	1				
0174161400000	1309		Farview Ln	Redlands	92374	Sally		Km, Meadowbrook Homes, INC. C/O Sal	2221	W	Olympic Blvd	Los Angeles	CA	90006	11/16/21	12/07/21	20-0702-2	20-0702		$400	$ 100.00	$ 240.00				$ 740.00	1				
0174161400000 Total																			**$0**	**$600**	**$ 150.00**	**$ 400.00**	**0.00**	**0.00**	**0.00**	**$ 1,150.00**	**2**				
0174253220000	328	E	Sunset Dr N	Redlands	92373	George		Irey	PO Box 567			Fallbrook	CA	92028	11/08/21	11/23/21	21-0355-1	21-0355		$ 100.00	$ 25.00	$ 70.00				$ 195.00	1				
0174253220000 Total																			**$0**	**$ 100.00**	**$ 25.00**	**$ 70.00**	**0.00**	**0.00**	**0.00**	**$ 195.00**	**1**				
0175053180000	1058	W	Highland Ave	Redlands	92373	Matthew	S	Bennett	347		Campbell Ave	Redlands	CA	92373	12/16/21	01/06/22	21-0435-1	21-0435		$100	$ 25.00	$ 50.00				$ 175.00	1				
0175053180000 Total																			**$0**	**$100**	**$ 25.00**	**$ 50.00**	**0.00**	**0.00**	**0.00**	**$ 175.00**	**1**				
0175144180000	1240	W	Sunset Dr	Redlands	92373			Forrest F Trust - Est of, Cathey	PO Box 115			Alachua	FL	32616	06/08/22	06/29/22	21-0178-1	21-0178		$200	$ 50.00	$ -				$ 250.00	1		**Mailed on 6/09/22**		
0175144180000 Total																			**$0**	**$200**	**$ 50.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 250.00**	**1**				
0175302150000	826		Nottingham Dr	Redlands	92373	Jimmy		Villegas	826		Nottingham Dr	Redlands	CA	92373	09/21/21	10/11/21	21-0436-1	21-0436		$ 100.00	$ 25.00	$ 80.00				$ 205.00	1				
0175302150000 Total																			**$0**	**$ 100.00**	**$ 25.00**	**$ 80.00**	**0.00**	**0.00**	**0.00**	**$ 205.00**	**1**				
0175451090000	1446		Sterling Rd	Redlands	92373	Armando		Rubi	11244		Felson St	Cerritos	CA	90703	08/25/21	09/14/21	20-0359-1	20-0359		$100	$ 25.00	$ 90.00				$ 215.00	1				
0175451090000 Total																			**$0**	**$100**	**$ 25.00**	**$ 90.00**	**0.00**	**0.00**	**0.00**	**$ 215.00**	**1**				
0176074040000	1645		Halsey St	Redlands	92373	Eugene	P	Stecz	1225		Ocean Front	Lauguna Beach	CA	92651	03/09/22	03/29/22	21-0209-1	21-0209		$100	$ 25.00	$ 30.00				$ 155.00	1				
0176074040000	1645		Halsey St	Redlands	92373	Eugene	P	Stecz	1225		Ocean Front	Lauguna Beach	CA	92651	04/14/22	05/04/22	21-0209-2	21-0209		$200	$ 50.00	$ 20.00				$ 270.00	1				
0176074040000	1645		Halsey St	Redlands	92373	Eugene	P	Stecz	1225		Ocean Front	Lauguna Beach	CA	92651	04/26/22	05/16/22	21-0209-3	21-0209		$500	$ 125.00	$ 50.00				$ 675.00	1				
0176074040000 Total																			**$0**	**$800**	**$ 200.00**	**$ 100.00**	**0.00**	**0.00**	**0.00**	**$ 1,100.00**	**3**				
0176392060000	458		Marilyn Ln	Redlands	92373	Stephanie	A	Blair			PO Box 12084	San Bernardino	CA	92423	07/06/21	07/26/21	19-0633-4	19-0633		$2,300	$ 575.00	$ 2,530.00				$ 5,405.00	1				
0176392060000	458		Marilyn Ln	Redlands	92373	Stephanie	A	Blair			PO Box 12084	San Bernardino	CA	92423	08/19/21	09/08/21	19-0633-5	19-0633		$2,600	$ 650.00	$ 2,340.00				$ 5,590.00	1				
0176392060000 Total																			**$0**	**$4,900**	**$ 1,225.00**	**$ 4,870.00**	**0.00**	**0.00**	**0.00**	**$ 10,995.00**	**2**				
0176421020000						Duramany		Koromah			PO Box 8275	Redlands	CA	92373	05/24/22	06/13/22	21-0264-1	21-0264		$100	$ 25.00	$ -				$ 125.00	1				

	VIOLATION ADDRESS					NAME			ADDRESS																			
Parcel	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	INTEREST (10% PER MONTH)	AMOUNT PAID	AMOUNT INVOICED FOR COLLECTION	RESCINDED AMOUNT (FINE &/OR LATE CHARGE + INTEREST	TOTAL DUE	Count	DATE OF FULL PAYMENT	HEARING DATE	NOTES	DEPARTMENT
0176421020000						Duramany		Koromah			PO Box 8275	Redlands	CA	92373	06/06/22	06/26/22	21-0264-2	21-0264		$200	$ 50.00	$ -				$ 250.00	1				
0176421020000 Total																			**$0**	**$300**	**$ 75.00**	**$ -**	**0.00**	**0.00**	**0.00**	**$ 375.00**	**2**				
0292064240000	2050	W	Redlands Blvd	Redlands	92374			Wal-Mart Real Estate Business Trust	PO Box 8050		Ms 0555	Bentonville	AR	72712	10/08/21	10/25/21	21-0597-1	21-0597		$300	$ 75.00	$ 240.00				$ 615.00	1				
0292064240000	2050	W	Redlands Blvd	Redlands	92374	Wal-Mart		Real Estate Business Trust	PO Box 8050		Ms 0555	Bentonville	AR	72712	04/06/22	04/26/22	21-0597-3	21-0597		$1,500	$ 375.00	$ 300.00				$ 2,175.00	1				
0292064240000 Total																			**$0**	**$1,800**	**$ 450.00**	**$ 540.00**	**0.00**	**0.00**	**0.00**	**$ 2,790.00**	**2**				
0300071160000	30948	E	Sunset Dr South	Redlands	92373			Miles Trust 4/21/08	30948	E	Sunset Dr South	Redlands	CA	92373	09/16/21	10/06/21	21-0041-3	21-0041		$1,500	$ 375.00	$ 1,200.00				$ 3,075.00	1				
0300071160000 Total																			**$0**	**$1,500**	**$ 375.00**	**$ 1,200.00**	**0.00**	**0.00**	**0.00**	**$ 3,075.00**	**1**				
0301142320000	31727		Avenue N	Redlands	92373			Vanderfin, Lars 2015 Trust	31727		Avenue N	Redlands	CA	92373	09/08/21	09/28/21	21-0289-1	21-0289		$100	$ 25.00	$ 90.00				$ 215.00	1				
0301142320000 Total																			**$0**	**$100**	**$ 25.00**	**$ 90.00**	**0.00**	**0.00**	**0.00**	**$ 215.00**	**1**				
1212151070000	855		Gail Ave	Redlands	92374	Chan	K	Bertram & Marie N 2007 Rev T	1534		Orillia Ct	Sunnyvale	CA	94087	10/21/21	11/05/21	21-0286-1	21-0286		$200	$ 50.00	$ 140.00				$ 390.00	1				
1212151070000	855		Gail Ave	Redlands	92374	Chan, Bertram	K	& Marie N 2007 REV T	1534		Orillia Ct	Sunnyvale	CA	94087	06/09/22	06/29/22	21-0286-2	21-0286		$400	$ 100.00	$ -				$ 500.00	1				
1212151070000 Total																			**$0**	**$600**	**$ 150.00**	**$ 140.00**	**0.00**	**0.00**	**0.00**	**$ 890.00**	**2**				
1212151290000	1560	N	Church St	Redlands	92374	C/O Sivaganesh V.		Ameya Corp. / Mullapudi	6694		Cowboy St	Simi Valley	CA	93063	04/28/22	05/18/22	22-0183-1	22-0183		$200	$ 50.00	$ 20.00				$ 270.00	1				
1212151290000 Total																			**$0**	**$200**	**$ 50.00**	**$ 20.00**	**0.00**	**0.00**	**0.00**	**$ 270.00**	**1**				
1212271510000	1104	E	Pennsylvania Ave	Redlands	92374	Gary	W	Carruthers	13059	E	Turquoise Ave	Scottsdale	AZ	85259	04/18/22	05/05/22	22-0161-1	22-0161		$100	$ 25.00	$ 10.00				$ 135.00	1				
1212271510000	1104	E	Pennsylvania Ave	Redlands	92374	Gary	W	Carruthers	13059	E	Turquoise Ave	Scottsdale	AZ	85259	05/09/22	05/29/22	22-0161-2	22-0161		$200	$ 50.00	$ 20.00				$ 270.00	1				
1212271510000 Total																			**$0**	**$300**	**$ 75.00**	**$ 30.00**	**0.00**	**0.00**	**0.00**	**$ 405.00**	**2**				
Grand Total																			**$0**	**$30,800**	**$ 7,700.00**	**$ 20,800.00**	**0.00**	**0.00**	**0.00**	**$ 59,300.00**	**70**				

City Council Meeting **L. 1.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8370 Ordering the Submission to the Qualified Voters of the City of Redlands, an Initiative Ordinance Titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" for the November 8, 2022 Election (City Clerk Donaldson)

MOTION(S):

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

I move to adopt Resolution No. 8370.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8370, ordering the submission to the qualified voters of the City of Redlands, an Initiative Ordinance titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" and providing for the ballot question for consideration by the voters at the general municipal election to be held on November 8, 2022.

DISCUSSION:

On August 3, 2021, the City Council of the City of Redlands, adopted Resolution No. 8241, acknowledging receipt of an initiative petition and ordering the submission to the qualified voters of the City of Redlands, an Initiative Ordinance Titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" and ordering the submission, without alteration, of the Initiative Ordinance to the qualified voters of the City at the regular municipal election to

be held on November 8, 2022.

Resolution No. 8370 provides for the ballot question to be put before the qualified voters of the City of Redlands at the November 8, 2022, election and shall read as follows:

"Shall the Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035 be adopted?"	Yes
	No

ALTERNATIVES:

The final day to submit an ordinance/measure to the San Bernardino County Registrar of Voters is August 12, 2022.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:
The estimated cost for one ballot measure is currently estimated at approximately $81,500 and has been included in the City Clerk's Election budget for FY 2022-23.

Attachments

Resolution No. 8370 Ordering Submission Initiative Ordinance

RESOLUTION NO. 8370

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS AN INITIATIVE ORDINANCE TITLED, "INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS AMENDING SECTIONS 1A.0, 4.2B AND 4.40S PRINCIPLES OF MANAGED GROWTH OF THE CITY OF REDLANDS GENERAL PLAN 2035," AS REQUIRED BY THE PROVISION OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, pursuant to authority provided by statute, a petition was filed in with the City Council of the City of Redlands, signed by more than ten percent (10%) of the number of registered voters of the City, to submit to the qualified voters a proposed initiative ordinance titled "Initiative Ordinance Submitted by the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" (Initiative Ordinance"); and

WHEREAS, the City Clerk caused an examination of the records of voter registration, by the Registrar of Voters of the County of San Bernardino, and ascertained that the petition was signed by more than ten percent (10%), and has so certified; and

WHEREAS, on August 3, 2021, the City Council of the City of Redlands, pursuant to authority provided by statute, adopted Resolution No. 8241, acknowledging receipt of the certified petition for the a proposed Initiative Ordinance titled "Initiative Ordinance submitted by the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" and ordering the submission, without alteration, of the Initiative Ordinance to the qualified voters of the City at the City's regular municipal election to be held on November 8, 2022;

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election may be held on Tuesday, November 8, 2022; and

WHEREAS, on June 7, 2022, the City Council of the City of Redlands adopted Resolution No. 8317, calling and giving notice of the holding a General Municipal Election; and

WHEREAS**,** it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the polling places and election officers of the two elections be the same, and that the San Bernardino County Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine and order as follows:

Section 1. That the City Council, as directed by statute to submit the proposed Initiative Ordinance titled "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" to the qualified voters of the City, shall do so in the form of the following question:

"Shall the Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035 be adopted?"	Yes	
	No	

Section 2. That the text of the Initiative Ordinance submitted to the voters is attached hereto as Exhibit A and made a part thereof.

Section 3. That the ballots to be used at the election shall be in form and content as required by law.

Section 4. That the City Clerk of the City of Redlands is hereby authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

Section 5. That the polls for said election shall be open at 7:00 A.M. of the day of said election and shall remain open continuously from said time until 8:00 P.M. of the same day when said polls shall be closed, except as provided in Section 14401 of the California Elections Code.

Section 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 7. That notice of the time and place of holding of the election is given and the City Clerk is hereby authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 8. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of submitting to the voters the question relating to the Initiative Ordinance. That the Board of Supervisors of said County is hereby requested to issue instructions to the Registrar of Voters of said County to take any and all steps necessary for the consolidation of the General Municipal Election with said County election.

Section 9. That the Registrar of Voters of said County is authorized to canvass the returns of the General Municipal Election and provide necessary services pertaining to the election to be held on Tuesday, November 8, 2022.

Section 10. That the City Council of the City of Redlands recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 11. That the City Clerk of the City of Redlands is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 19th day of July, 2022.

_____
Paul T. Barich, 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 19th day of July, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

INITIATIVE ORDINANCE

INITIATIVE ORDINANCE SUBMITTED BY THE PEOPLE OF REDLANDS
AMENDING SECTIONS 1.A.0 , 4.2B AND 4.40s PRINCIPLES OF MANAGED
GROWTH OF THE CITY OF REDLANDS GENERAL PLAN 2035

WHEREAS, more than 40 years ago, in 1978, the voters of the City of Redlands approved Proposition "R," which established an ordinance enacting certain standards and procedures relating to managing growth within the City of Redlands; and

WHEREAS, more than 30 years ago, in 1987, the voters of the City of Redlands approved Measure "N," which in relevant part enacted an ordinance which amended Proposition "R" to enhance the limitations established by Measure R and establish additional development standards within the City; and

WHEREAS, Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management; and

WHEREAS, in 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U" to assure consistency between the General Plan and growth management limitations and standards established by Measure R and N; and

WHEREAS, the provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 ("General Plan 2035); and

WHEREAS, In order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown - Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENTS– The following provisions of the City's General Plan 2035, Sections1AO, 1A.30 , 4.2B and 4.40s are hereby amended to read in their entirety as follows (deletions are shown by ~~strikeout~~ and additions are <u>underlined</u>):

a. AMENDMENT OF GENERAL PLAN 2035 SECTION 1.A.0 PRINCIPLES OF MANAGED DEVELOPMENT
   1. 1A.10 PRINCIPLE ONE The cost of infrastructure required to mitigate the effects of development shall be paid by that new development.
      (a) Development fee policy. In accord with the provisions of California Government Code Sections 66000 et. Seq., all development projects as defined therein shall be required to pay the development fees to cover 100% of their pro rata share of the cost of any public infrastructure, facilities and services, including without limitation police and fire services, necessitated as a result of such development. The City Council shall set and determine development fees sufficient to cover 100% of the estimated cost of such public infrastructure, facilities and services based on appropriate cost-benefit analysis as required by the provisions of California law.
      (b) Socio-Economic Cost/benefit Study and Findings Required – Every development project proposal requiring a General Plan Amendment, Zoning Amendment, Subdivision Map, Specific Plan, Pre-Annexation Agreement for Outside City Utility Connections for non-contiguous properties, or for projects involving structures larger than 5000 square feet, Conditional Use Permit approval, shall submit a socio-economic analysis and cost/benefit study, which shall also be included in all environmental documents submitted to the extent permitted by law, identifying the source of funding for necessary public infrastructure and reflecting the effect of such development on the City, as part of the application process. The City Council shall publish notice of and hold at least one public hearing at which the public may appear and be heard to consider the socio-economic cost/benefit study. Approval of the development project shall only occur if the socio-economic study finds and determines to the satisfaction of the City Council that the development project 1) will not create unmitigated physical blight within the City or overburden public services, including without limitation the sufficiency of police and fire protection, and 2) the benefit of the development project to the City that may result. The City Council may, however, approve a development project for which the socio-economic study fails to make the required findings or determinations if the City Council finds and

determines upon a 4/5 vote of its total authorized membership that the benefits to the City from the development project outweigh the negative socio-economic effects that may result

1) For projects with a residential component the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the city General Fund Expenditure Budget by the City Population and multiplying that quotient by the projected population of the project.

(c) Impacts of New Development on Public Schools Shall Be Mitigated. -A mandatory component of the socio-economic cost/benefit studies shall be an analysis of the effect of the proposed development on public schools facilities and resources, and shall include proposed measures to mitigate any identified adverse impacts on school facilities to the greatest extent permitted under California law.

2. "1A.30 PRINCIPLE THREE -- Land use classifications set forth in the Redlands General Plan provide for an appropriate range of densities for residential development and intensity of commercial and industrial development in the City of Redlands.

(a) Number of Land Use Classifications and Density Standards Shall Not Be Increased The density standards set forth in Paragraph 4.40 Residential Land Use Classifications, of Section 4.0 Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use except for the Transit Village Overlay Zone shall be added without a vote of the people.

(b) Prohibition of Transfers of Density -- In order to assure that development occurs in a rational way, no transfer of residential development rights from lands other than those designated for single family residential shall be permitted, and then such transfers of single family residential density shall only be permitted to create or preserve agricultural open space, school or park uses.

(c) Buildings in the Downtown Transit Village and the University of Redlands Transit Village shall be limited to three (3) stories and a height of forty (40) feet from ground level to their highest point visible from the fronting street.

(d) Buildings in the Alabama Street, California Street and New York Street Transit Villages shall be limited to four (4) stories and fifty two (52) feet in height as measured form the ground level to their highest point as viewed from the fronting street.

(e) No building more than two stories in height shall be permitted adjacent to or contiguous with a single family dwelling absent written agreement of the dwelling owner(s) on file with the City.

(f) In multi-story structures with a residential living component in the five Transit Villages parking for two and more bedroom units shall be two covered parking spaces and for one bedroom and studio units one covered space. Every five units shall have one guest parking space.

(g) Non-residential hotels are permitted and can be developed anywhere in the five Transit Villages, height and size determined by the City Council and are exempt from 1.A.30 (c) and (d). "

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.40s

"No land undeveloped as of March 1, 1997 and designated in whole or in part as "Urban Reserve" or "Urban Reserve (Agriculture)" in the Redlands general plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production on November 3, 1986 regardless of zoning shall be re-designated or rezoned to permit residential density greater the Estate Residential (R-E) classification as the same existed on June 1, 1987 in the Redlands City Zoning Ordinance unless the following mandatory findings are made by ~~four-fifths (4/6)~~ five fifths (5/5) vote of the total authorized membership of the City Council. ~~Land designated by the General Plan as Urban Reserve as of June 3, 1987 shall not exceed a density greater than permitted by the R-E zone designation unless otherwise approved by a 4/5 vote of the City Council.~~

1. There are substantial and overriding economic and social benefits to the City and its residents and taxpayers from the proposed density increase.
2. The proposed density increase will not cause adverse environmental impacts, either individually or cumulatively, directly or indirectly.
3. The proposed density increase will not covert viable agricultural land to non-agricultural uses.
4. The proposed density increase will not have a growth inducing effect on other property.
5. The resulting use will be compatible with uses on adjacent land.
6. The proposed density increase will not require substantial expansion of public infrastructure, facilities or services."

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.2B PRINCIPLES OF MANAGED DEVELOPMENT:

B. EXEMPTIONS

1. Vested projects. This initiative measure shall not apply to or affect any property on which a vested right has been legally perfected and acquired prior to the Effective Date pursuant to state law.

2. Special Categories of Development. The provisions of this initiative measure shall not apply to the following:

A. New infill construction of single family homes on lots of record bounded by developed property as of March 1, 2020:

B. Rehabilitation, remodeling or additions to existing single family residential structures;

C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including non-conforming uses;

~~D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;~~

~~E. New development projects subject to Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;~~

~~F.~~/D. Special, temporary or occasional uses of public streets including parades local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings."

SECTION 2. DEFINITIONS

a. "Effective Date" shall mean the date on which this initiative measure was adopted by the City Council of the City of Redlands or on the date on which it was passed by the voters at the polls, whichever comes first.
b. Dwelling and "dwelling units" shall be defined as any single family residence, apartment or dwelling unit in a multi-unit structure, or mobile home.

SECTION 3. EXEMPTIONS FOR CERTAIN PROJECTS

A. This measure shall apply to all properties and projects covered by its terms, except it shall not apply to any development project which has obtained a vested right as of the effective date of this measure. For purposes of this measure , a vested right shall have been obtained only and if each and all of the following criteria are met:
   1. The proposed project has received a building permit or its final discretionary approval.
   2. Substantial expenditures have been incurred in good faith reliance on the permit or final discretionary approval.
   3. Substantial construction has been performed in good faith reliance on the permit or final discretionary approval.
B. The substantiality of expenditures incurred and of construction performed and the question of whether or not such expenditures and construction were in good faith are questions of fact to be determined on a case by case basis by the city council following application by the developer and notice of a public hearing. Actions taken by the developer to speed up or expedite a development project with knowledge of the pendency of this measure shall not be deemed in good faith and shall not qualify for vested rights. Phased projects shall be considered for exemption on a phase by phase basis to the extent permitted by California law. For purposes of section 19.04.060 of this chapter, with regard to water and sewer connections outside the city, an applicant shall qualify for a vested right only if the foregoing criteria are met after the applicant has obtained a sewer and water, commitment , or both if both are required, from the city (4 of Measure N, passed by voters 11-3-1987: 17 of Proposition R, passed by voters 11-7-1978)

C. This initiative measure is not intended, and shall not be applied or construed to authorize the City to exercise its powers in a manner which will take private property for public use without payment of just compensation, but shall be interpreted, applied and implemented so as to accomplish its purposes to the maximum constitutionally permissible extent without requiring payment of compensation.
D. If application of this initiative measure to a specific property of record as of the Effective Date would create a taking then the City Council may, upon application by the landowner, allow additional density or uses on such property, upon findings that the level of additional development permitted is the minimum necessary to avoid a taking, and no lesser level of development would be sufficient to avoid a taking.

SECTION 4. SEVERABILITY

A. In interpreting this initiative measure or resolving ambiguity thereof, the City Council and all other city entities charged with implementing or enforcing this initiative measure or any part of it, as well as any

reviewing court, shall interpret this initiative measure in the manner which most vigorously and effectively accomplishes its purposes and operative provisions.

B. If any portion of this initiative measure is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this initiative measure shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this initiative measure would have been adopted and passed irrespective of the fact that any one or more sections, subsections, sentences, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. AMENDMENT AND REPEAL

This initiative measure and all of its provisions may be amended or repealed only by a majority vote of the electorate.

City Council Meeting **L. 2.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8371 Setting Rules for Filing of Written Arguments Regarding an Initiative Ordinance to be submitted at the November 8, 2022, General Municipal Election (City Clerk Donaldson)

MOTION(S):

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

I move to approve Resolution No. 8371.

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 8371, a resolution of the City Council of the City of Redlands, California, setting rules for the filing of written arguments regarding an Initiative Ordinance titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" for the November 8, 2022 election.

DISCUSSION:

Resolution No. 8371 is a resolution setting rules for the filing of written arguments regarding an Initiative Ordinance submitted by Redlanders for Responsible Growth Management (RRGM), titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" for the November 8, 2022 election.

The last day for receipt of primary arguments for or against the RRGM Initiative Ordinance, not exceeding 300 words, has been established at 5:00 P.M. on

August 22, 2022 in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California. The last day for receipt of rebuttal arguments not exceeding 250 words has been established at 5:00 P.M. on August 26, 2022, in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

ALTERNATIVES:

Approving Resolution No. 8371 is required in order to submit the measure to the qualified voters at the November 8, 2022 General Municipal Election.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

There is no impact to the General Fund for setting priorities for filing a written argument, for or against, a voter initiative petition ordinance, scheduled to be on the November 8, 2022 ballot.

Attachments

Resolution No. 8371 Setting Priorities for Arguments

RESOLUTION NO.8371

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR FILING OF WRITTEN ARGUMENTS REGARDING AN INITIATIVE ORDINANCE TO BE SUBMITTED AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION

WHEREAS, a General Municipal Election is to be held on Tuesday, November 8, 2022 pursuant to Resolution No. 8370 of the City Council, adopted July 19, 2022 at which there will be submitted to the voters the following Initiative Ordinance:

"Shall the Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035 be adopted?"	**YES**	
	NO	

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine, and order as follows:

Section 1. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above Initiative Ordinance, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Initiative Ordinance, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, which arguments may be changed until and including **Monday, August 22, 2022 at 5:00 p.m.,** in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, after which no arguments for or against the Initiative Ordinance may be submitted to the City Clerk. Arguments in favor of or against the Initiative Ordinance shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

The City Council expressly delegates _____ to prepare, sign and file, along with four other qualified persons, a written argument in favor of the Initiative Ordinance.

Section 2. That pursuant to Sections 9220 and 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the Initiative Ordinance which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the Initiative Ordinance to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors may prepare and submit rebuttal arguments not exceeding 250 words. Rebuttal arguments shall be printed in the same manner as

the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 3. That the last day for receipt of rebuttal arguments not exceeding 250 words has been established as **Friday, August 26, 2022 at 5:00 P.M.** in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, and signed by each proponent and by each author, if different, of the rebuttal argument in conformance with the provisions of Section 9600 of the California Elections Code. Rebuttals may be changed or withdrawn by their proponents at any time prior to and including the final date fixed for filing rebuttals.

Section 4. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

Section 5. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the Initiative Ordinance to the City Attorney. The City Attorney shall prepare an impartial analysis of the Initiative Ordinance, not to exceed 500 words in length, showing the effect of the Initiative Ordinance on the existing law and the operation of the Initiative Ordinance. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the Initiative Ordinance as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of primary arguments as set forth in Section 1 above. The impartial analysis shall include a statement indicating whether the Initiative Ordinance was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Initiative Ordinance is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Initiative Ordinance or Measure ____. If you desire a copy of the Initiative Ordinance or Measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."**

Section 6. That the provisions of this Resolution shall apply only to the election to be held on November 8, 2022, and shall then be repealed.

ADOPTED, SIGNED AND APPROVED this 19th day of July, 2022.

_____
Paul T. Barich, 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 19th day of July, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **L. 3.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Request by the University of Redlands to Modify the Alternative Measure Placed on the Ballot by the City Council on June 21, 2022 for the November 8, 2022 General Municipal Election; To Place the Modified Alternative Measure as Proposed by the University of Redlands on the Ballot for the November 8, 2022 General Municipal Election; Withdraw Alternative Measure From the Ballot and Repeal Resolution Nos. 8317 and 8319; Determine that Placement of the Modified Alternative Measure is Exempt Pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022 (Development Services Director Desatnik/City Attorney Abich Garcia)

MOTION(S):

If the City Council wishes to place the Modified Alternative Measure as proposed by the University of Redlands on the November 8, 2022 ballot, which Measure was negotiated between the University of Redlands and RRGM leadership, and is supported by the University of Redlands, the following motion is provided:

I move to adopt Resolution No. 8374 to submit to the Voters the Modified Alternative Measure which would amend Sections 1A.0, 1A.10, 1.A.30, 4.2B, and 4.41j of the Principles of the Managed Development of the City of Redlands General Plan 2035; determine that placement of the Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022.

I further move to adopt Resolution No. 8373 withdrawing the Alternative

Measure placed on the ballot on June 21, 2022 and repealing Resolution Nos. 8317 and 8319.

RECOMMENDATION:

Hear the presentation from the University of Redlands on the Modified Alternative Ballot Measure proposal and determine whether or not to approve placing the measure on the ballot for the November 8, 2022 election as a City-initiated measure and withdrawing the Alternative Measure placed on the ballot on June 21, 2022.

DISCUSSION:

A. Background.

At its meeting on August 3, 2021, the City Council adopted Resolution No. 8241 to submit the initiative ordinance prepared by Redlanders for Responsible Growth Management (the "RRGM Measure") for consideration by the voters at the regular municipal election of November 8, 2022.

In response to the RRGM Measure, the University of Redlands negotiated with the original RRGM authors a substitute to the RRGM Measure (the "Alternative Measure") and requested that the City Council sponsor and approve placement of the Alternative Measure on the November 8, 2022 ballot as a City-initiated measure. According to University representatives, the author of the RRGM Measure agreed to withdraw the RRGM Measure from the ballot if the City Council approved placing the Alternative Measure on the ballot as a City-initiated measure.

On June 21, 2022, the City Council adopted Resolution No. 8317 placing on the ballot the Alternative Measure with the following modifications: 1) removing proposed amendments to Section 4.40s of the General Plan 2035 as it relates to residential density of land zoned “Urban Reserve” or active agricultural land; and 2) removing proposed amendments to Section 4.42m of the General Plan 2035 which would require density for all lands zoned “Resource Preservation” to be developed to the standards of “Rural Living” classification. **Attachment C** is Resolution No. 8317 which is the Alternative Measure as modified by the City Council and which was placed on the ballot.

B. Discussion.

Following the City Council’s adoption of Resolution No. 8317 placing the Alternative Measure on the ballot, the University has proposed a modification to the Alternative Measure (“Modified Alternative Measure”), as negotiated with the author of the RRGM Measure. The Modified Alternative Measure makes the following change to the Alternative Measure by adding the following language at

Section 1(c):

AMENDMENT OF GENERAL PLAN SECTION 4.41j

> *Section 4.41j of the Redlands General Plan 2035 shall be amended to read as follows:*
>
> *All parcels of land ~~encompassed~~ within the area, including those in San Timoteo Canyon, west of the Southeast Area (Figure 4-3), identified Resource Preservation in the Redlands 2035 General Plan Figure 4-5, are hereby zoned Agriculture. ~~on GP Figure 4-5 are subject to the residential density limitations set forth in Section 4.42m and are hereby designated as Resource Preservation as defined in Section 4.96.~~*

Figures 4-3 and 4-5 of the General Plan are attached here as **Attachment D** for reference.

The above provision, which has been added in the Modified Alternative Measure, will not actually result in the rezoning of any parcels of land, as the land it refers to is already zoned Agriculture. It will, however, prevent the City Council from rezoning this land in the future; by including this provision in the Modified Alternative Measure it would take a future vote of the people to implement a rezoning.

The Modified Alternative Measure carries over provisions in the RRGM Measure that proposes a number of provisions that are not in compliance with State law based on the staff's analysis of the Alternative Measure in the June 21, 2022 agenda report and the legal analysis obtained by the City from the law firm Devaney, Pate, Morris, & Cameron, LLP attached here as **Attachment E.**

C. Options

Option 1: The City Council may take action to place the Modified Alternative Measure on the ballot by adopting Resolution No. 8374 (**Attachment A).** If it does so, it will also be required to withdraw the Alternative Measure which was placed on the ballot on June 21, 2022 by adopting Resolution No. 8373 (**Attachment B).**

Option 2: The City Council may decline to place the Modified Alternative Measure on the ballot. If the City Council so elects, no further action is necessary. The Alternative Measure placed on the ballot on June 21, 2022 will remain on the ballot.

CEQA:

Should the City Council decide to place the Modified Alternative Measure on the ballot, that decision is exempt from CEQA pursuant to State CEQA Guidelines,

section 15061(b)(3) because there is no possibility that the ballot measure could lead to a direct or reasonably foreseeable indirect impact to the environment. A Notice of Exemption will be prepared if the Modified Alternative Measure is placed on the ballot.

ALTERNATIVES:

If the City Council does not approve placing the Modified Alternative Measure on the ballot, the Alternative Measure placed on the ballot by the City Council on June 21, 2022 will remain on the ballot.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Yvette M. Abich Garcia, City Attorney

Fiscal Impact

Discussion:
N/A

Attachments

Attachment A: Resolution No 8374

Attachment B: Resolution No.8373

Attachment C: Resolution No. 8317 Adopted by the City Council on June 21, 2022

Attachment D: Figures 4-3 and 4-5 of the Redlands General Plan 2035

Attachment E: June 21, 2022 Agenda Report and Legal Analysis from the firm Devaney, Pate, Morris, & Cameron, LLP

RESOLUTION NO. 8374

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION ON THE SAME DATE; AND FOR THE SUBMISSION OF A BALLOT MEASURE PROPOSING TO AMEND SECTIONS 1A.0, 1A.10, 1.A.30, 4.2B AND 4.41j OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE CITY OF REDLANDS GENERAL PLAN 2035.

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election may be held on Tuesday, November 8, 2022, for the election of Municipal Officers; and

WHEREAS, on August 3, 2021, the City Council of the City of Redlands adopted Resolution No. 8241, acknowledging receipt of a certified petition titled, "An Initiative Ordinance submitted by the People of Redlands Amending Sections 1A.0, 4.2B, and 4.40s Principles of Managed Growth of the City of Redlands General Plan 2035" (the "Original Initiative") and ordering the submission, without alteration, of the initiative ordinance to the qualified voters of the City at the City's regular municipal election to be held on November 8, 2022; and

WHEREAS, in May 2022, the City Council of the City of Redlands received a proposed alternative ballot measure negotiated by the University of Redlands with the authors of the Original Initiative titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30, 4.2B and 4.40s of the Principles of Managed Development of the City of Redlands General Plan 2035,"("Alternative Measure") which the University of Redlands requested be placed on the November ballot by the City Council; and

WHEREAS, on June 21, 2022, the City Council adopted Resolution No. 8317 placing the Alternative Measure on the ballot for the November 8, 2022 General Municipal Election with certain modifications to the Alternative Measure; and

WHEREAS, after the City Council adopted Resolution No. 8317, the University of Redlands requested that the Alternative Measure be modified to add proposed amendments to Section 4.41j of the General Plan ("Modified Alternative Measure"); and

WHEREAS, it is now desire of this City Council to place the Modified Alternative Measure on the November 8, 2022 ballot.

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine and order as follows:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities within said State there is called and ordered to be held in the City of Redlands, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing one Member of the City Council from District 1, one Member of the City Council from District 3 and one Member of the City Council from District 5, for the full term of four years.

Section 2. That the City Council submits the proposed ballot measure titled, "An Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30, 4.2B and 4.41j of the Principles of Managed Development of the City of Redlands General Plan 2035," to the qualified voters of the City, and shall do so in the form of the following question:

"Shall the Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30, 4.2B and 4.41j of the Principles of Managed Development of the City of Redlands General Plan 2035 be adopted?"	Yes	
	No	

Section 3. That the text of the ordinance submitted to the voters is attached hereto as Exhibit "A" and made a part thereof.

Section 4. That the ballots to be used at the election shall be in form and content as required by law.

Section 5. That the City Clerk of the City of Redlands is hereby authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

Section 6. That the polls for said election shall be open at 7:00 A.M. of the day of said election and shall remain open continuously from said time until 8:00 P.M. of the same day when said polls shall be closed, except as provided in Section 14401 of the California Elections Code.

Section 7. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 8. That notice of the time and place of holding of the election is given and the City Clerk is hereby authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 9. That the Board of Supervisors of said County is hereby requested to issue instructions to the Registrar of Voters of said County to take any and all steps necessary for the consolidation of the General Municipal Election with said County election.

Section 10. That the Registrar of Voters of said County is authorized to canvass the returns of the General Municipal Election and provide necessary services pertaining to the election to be held on Tuesday, November 8, 2022.

Section 11. That the City Council of the City of Redlands recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 12. That the City Clerk of the City of Redlands is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 19th day of July, 2022.

ATTEST: _____
Paul T. Barich, Mayor

_____
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 19th day of July, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

July ___, 2022

Board of Supervisors
County of San Bernardino
County Civic Building
385 North Arrowhead Avenue
San Bernardino, California 92401

RE: ELECTION CONSOLIDATION

Enclosed is a certified copy of Resolution No. 8374 a resolution of the City Council of the City of Redlands, California, calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino to authorize the Registrar of Voters to canvass the returns and provide the necessary services pertaining to the election to be held on Tuesday, November 8, 2022.

In accordance with Section 9 of this resolution, we are requesting the Board of Supervisors to consent and agree to the consolidation of this general election.

Thank you in advance for your consideration.

Sincerely,

Jeanne Donaldson
City Clerk

JD:ms
Enclosure
xc: Registrar of Voters

EXHIBIT “A”

INITIATIVE ORDINANCE

INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS AMENDING SECTIONS 1A.0, 1A.10, 1.A.30, 4.2B, AND 4.41j OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE CITY OF REDLANDS GENERAL PLAN 2035

WHEREAS, more than 40 years ago, in 1978, the voters of the City of Redlands approved Proposition "R," which established an ordinance enacting certain standards and procedures relating to managing growth within the City of Redlands; and

WHEREAS, more than 30 years ago, in 1987, the voters of the City of Redlands approved Measure "N," which in relevant part enacted an ordinance which amended Proposition "R" to enhance the limitations established by Measure R and establish additional development standards within the City; and

WHEREAS, Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management; and

WHEREAS, in 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U" to assure consistency between the General Plan and growth management limitations and standards established by Measure R and N; and

WHEREAS, the provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 (“General Plan 2035”); and

WHEREAS, in order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown - Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENTS- The following provisions of the City's General Plan 2035, Sections 1A.0, 1A.10, 1.A.30, 4.2B, and 4.41j are hereby amended to read in their entirety as follows (deletions are shown by ~~strikeout~~ and additions are <u>underlined</u>):

a. AMENDMENT OF GENERAL PLAN 2035 SECTION 1A.0 PRINCIPLES OF MANAGED DEVELOPMENT

1. 1A.10 PRINCIPLE ONE: The cost of infrastructure required to mitigate the effects of development shall be paid by that new development.

(a)Development fee policy - In accord with the provisions of California Government Code Sections 66000 et. seq., all development projects as defined therein shall be required to pay the development fees to cover 100% of their pro rata share of the cost of any public infrastructure, facilities or services, including without limitation police and fire services, necessitated as a result of such development. The City Council shall set and determine development fees sufficient to cover 100% of the estimated cost of such public infrastructure, facilities and services based on appropriate cost-benefit analyses as required by the provisions of California law.

(b)Socio-Economic Cost/benefit Study and Findings Required - Every development project proposal requiring a General Plan Amendment, Zoning Amendment, Subdivision Map, Specific Plan, Pre-Annexation Agreement for Outside City Utility Connections for non-contiguous properties, or for projects involving structures larger than 5,000 square feet, Conditional Use Permit approval, shall submit a socio-economic analysis and cost/benefit study, which shall also be included in all environmental documents submitted to the extent permitted by law, identifying the source of funding for necessary public infrastructure and reflecting the effect of such development on the City, as part of the application process. The City Council shall publish notice of and hold at least one public hearing at which the public may appear and be heard to consider the socio-economic cost/benefit study. Approval of the development project shall only occur if the socio-economic study finds and determines to the satisfaction of the City Council that the development project 1) will not create unmitigated physical blight within the City or overburden public services, including without limitation the sufficiency of police and fire protection, and 2) the benefit of the development project to the City outweighs any direct cost to the City that may result. The City Council may, however, approve a development project for which the socio-economic study fails to make the required findings or determinations if the City Council finds and determines upon a 4/5 vote of its total authorized membership that the benefits to the City from the development project outweigh the negative socio-economic effects that may result.

1) For projects with a residential component, the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the city General Fund Expenditure Budget by the City Population and multiplying that quotient by the projected population of the project.

(c) Impacts of New Development on Public Schools Shall Be Mitigated -A mandatory component of the socio-economic cost/benefit studies shall be an analysis of the effect of the proposed development on public schools facilities and resources, and shall include proposed measures to mitigate any identified adverse impacts on school facilities to the greatest extent permitted under California law.

(d) Exception - The provisions of Section 1A.10 shall not apply to any development, or portion thereof, that is located within the University Street Transit Village, funded by and/or subsidized by the federal, state, or local governments, and subject to a master development permit.

2. 1.A.30 PRINCIPLE THREE - Land use classifications set forth in the Redlands General Plan provide for an appropriate range of densities for residential development and intensity of commercial and industrial development in the City of Redlands.

(a) Number of Land Use Classifications and Density Standards Shall Not Be Increased - The density standards set forth in Paragraph 4.40, Residential Land Use Classifications, of Section 4.0, Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use classification except for the Transit Village Overlay Zone shall be added, without a vote of the people.

(b) Prohibition of Transfers of Density - In order to assure that development occurs in a rational way, no transfer of residential development rights from lands other than those designated for single family residential shall be permitted, and then such transfers of single family residential density shall only be permitted to create or preserve agricultural, open space, school or park uses.

(c) Buildings in the Downtown Transit Village and the University Street Transit Village shall be limited to three (3) stories and a height of forty-three (43) feet from ground level to their highest point visible from the fronting street.

(1) Except: Those buildings that are located within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development plan shall be limited to four (4) stories and a height of sixty-eight (68) feet as measured from the ground level to their highest point visible from the fronting street**.**

(2) Except: No building more than two stories or (35) feet in height shall be permitted within an established and constructed single - family residential neighborhood.

(d) Buildings in the Alabama Street, California Street and New York Street Transit Villages shall be limited to four (4) stories and sixty-eight (68) feet in height as measured from the ground level to their highest point as viewed from the fronting street.

(e) No building more than two stories in height shall be permitted adjacent to a single-family dwelling absent written agreement of the dwelling owner(s); however, this section does not apply to properties across a public right of way.

(f) In multi-story structures with a residential living component in the five Transit Villages, parking for two or more bedroom units shall be two covered parking spaces and for one bedroom and studio units shall be one covered parking space. Every five units shall have one guest parking space.

Except: Parking for projects within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development permit shall be governed by a comprehensive parking management plan made part of the master development permit that establishes all required parking spaces.

(g) Non-residential hotels are permitted and can be developed anywhere in the five Transit Villages, height and size determined by the City Council and are exempt from 1.A.30(c) and (d).

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.2B
PRINCIPLES OF MANAGED DEVELOPMENT:

B. EXEMPTIONS

1. Vested projects. This initiative measure shall not apply to or affect any property on which a vested right has been legally perfected and acquired prior to the Effective Date pursuant to state law.

2.Special Categories of Development. The provisions of this initiative measure shall not apply to the following:

A. New individual infill construction of single family homes on existing lots of record bounded by developed property as of March 1, ~~1997~~ 2020:

B. Rehabilitation, remodeling or additions to existing single family residential structures;

C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including non-conforming uses;

~~D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;~~

~~E. New development projects subject to Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;~~

~~F.~~ D. Special, temporary or occasional uses of public streets including parades local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings.

c. AMENDMENT OF GENERAL PLAN SECTION 4.4lj

Section 4.41j of the Redlands General Plan 2035 shall be amended to read as follows:

All parcels of land ~~encompassed~~ within the area, including those in San Timoteo Canyon, west of the Southeast Area (Figure 4-3), identified Resource Preservation in the Redlands 2035 General Plan Figure 4-5, are hereby zoned Agriculture. ~~on GP Figure 4-5 are subject to the residential density limitations set forth in Section 4.42m and are hereby designated as Resource Preservation as defined in Section 4.96.~~

SECTION 2. DEFINITIONS

a."Effective Date" shall mean the date on which this initiative measure was adopted by the City Council of the City of Redlands or on the date on which it was passed by the voters at the polls, whichever comes first.

b.“Dwelling” and “dwelling units” shall be defined as any single family residence, apartment or dwelling unit in a multi-unit structure, or mobile home.

SECTION 3. EXEMPTIONS FOR CERTAIN PROJECTS

A. This measure shall apply to all properties and projects covered by its terms, except it shall not apply to any development project which has obtained a vested right as of the effective date of this measure. For purposes of this measure, a vested right shall have been obtained only and if each and all of the following criteria are met:

1. The proposed project has received a building permit or its final discretionary approval.

2. Substantial expenditures have been incurred in good faith reliance on the permit or final discretionary approval.

3. Substantial construction has been performed in good faith reliance on the permit or final discretionary approval.

B. The substantiality of expenditures incurred and of construction performed and the question of whether or not such expenditures and construction were in good faith are questions of fact to be determined on a case by case basis by the City Council following application by the developer and notice of a public hearing. Actions taken by the developer to speed up or expedite a development project with knowledge of the pendency of this measure shall not be deemed in good faith and shall not qualify for vested rights. Phased projects shall be considered for exemption on a phase by phase basis to the extent permitted by California law. For purposes of section 19.04.060 of this chapter, with regard to water and sewer connections outside the city, an applicant shall qualify for a vested right only if the foregoing criteria are met after the applicant has obtained a water and sewer connection, commitment, or both if both are required, from the City (4 of Measure N, passed by voters 11-3-1987: 17 of Proposition R, passed by voters 11-7-1978).

C. This initiative measure is not intended and shall not be applied or construed to authorize the City to exercise its powers in a manner which will take private property for public use without payment of just compensation, but shall be interpreted, applied and implemented so as to accomplish its purposes to the maximum constitutionally permissible extent without requiring payment of compensation.

D. If application of this initiative measure to a specific property of record as of the Effective Date would create a taking then the City Council may, upon application by the landowner, allow additional density or uses on such property, upon findings that the level of additional development permitted is the minimum necessary to avoid a taking, and no lesser level of development would be sufficient to avoid a taking.

SECTION 4. SEVERABILITY

A. In interpreting this initiative measure or resolving ambiguity thereof, the City Council and all other city entities charged with implementing or enforcing this initiative measure or any part of it, as well as a reviewing court, shall interpret this initiative measure in the manner which most vigorously and effectively accomplishes its purposes and operative provisions.
B. If any portion of this initiative measure is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this initiative measure shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this initiative measure would have been adopted and passed irrespective of the fact

that any one or more sections, subsections, sentences, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. AMENDMENT AND REPEAL

This initiative measure and all of its provisions may be amended or repealed only by a majority vote of the electorate.

RESOLUTION NO. 8373

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA REPEALING RESOLUTION NOS. 8317 AND 8319, WITHDRAWING THE ORDER OF ELECTION AND SETTING OF PRIORITIES FOR FILING WRITTEN ARGUMENTS RELATED THERETO FROM THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION, AND DIRECTING THE CITY CLERK TO GIVE NOTICE TO THE COUNTY BOARD OF SUPERVISORS AND THE SAN BERNARDINO COUNTY REGISTRAR OF VOTERS

WHEREAS, on June 21, 2022, the City Council adopted Resolution No. 8317 calling and giving notice of a general municipal election to be held on November 8, 2022 and ordering the submission to the qualified voters at said election date a proposed ballot measure titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30 and 4.2B, of the Principles of Managed Development of the City of Redlands General Plan 2035," ("Alternative Measure") negotiated by the University of Redlands with the original authors of a similar initiative; and

WHEREAS, after the City Council's adoption of Resolution No. 8317, the University of Redlands requested that the Alternative Measure be revised to add proposed amendments to Section 4.41j of the General Plan ("Modified Alternative Measure"); and

WHEREAS, the City Council adopted Resolution No. 8374 to place the Modified Alternative Measure on the ballot and adopted Resolution No. 8375 to set the priorities for the filing of ballot arguments for the Modified Alternative Measure; and

WHEREAS, the City Council now wishes by this Resolution to withdraw the Alternative Measure and the setting of priorities for filing ballot arguments related thereto by repealing Resolution Nos. 8317 and 8319.

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine, and order as follows:

Section 1. Each recital set forth above is adopted as a finding of the City Council as though set forth fully herein.

Section 2. The City Council hereby repeals Resolution Nos. 8317 and 8319.

Section 3. Pursuant to California Elections Code Section 9605, the City Council orders that the initiative ordinance to be placed on the ballot pursuant to Resolution No. 8317 be withdrawn from the November 8, 2022 ballot.

Section 4. The City Council directs the City Clerk to file a certified copy of this Resolution with the Board of Supervisors of the County of San Bernardino and the San Bernardino Registrar of Voters, to inform them of the City's withdrawal of the Alternative Measure.

ADOPTED, SIGNED AND APPROVED this 19th day of July, 2022.

_____
Paul T. Barich, 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 19th day of July, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION ON THE SAME DATE; AND FOR THE SUBMISSION OF A BALLOT MEASURE PROPOSING TO AMEND SECTIONS 1A.0, 1A.10, 1.A.30 AND 4.2B OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE REDLANDS GENERAL PLAN 2035.

WHEREAS, under the provisions of the laws relating to General Law cities in the State of California, a General Municipal Election may be held on Tuesday, November 8, 2022, for the election of Municipal Officers; and

WHEREAS, on August 3, 2021, the City Council of the City of Redlands adopted Resolution No. 8241, acknowledging receipt of a certified petition titled "An Initiative Ordinance submitted by the People of Redlands Amending Sections 1A.0, 4.2B and 4.40s Principles of Managed Growth of the Redlands General Plan 2035" (the "Original Initiative") and ordering the submission, without alteration, of the initiative ordinance to the qualified voters of the City at the City's November 2022 regular municipal election to be held on November 8, 2022; and

WHEREAS, the City Council of the City of Redlands has received a proposed alternative ballot measure negotiated by the University of Redlands with the authors of the Original Initiative titled "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30 and 4.2B of the Principles of Managed Development of the Redlands General Plan 2035," which the University of Redlands has requested be placed on the November ballot by this City Council; and

WHEREAS, the University of Redlands has informed the City Council that the authors of the Original Initiative have agreed to withdraw their Original Initiative from the November ballot if this City council approves the alternative ballot measure; and

WHEREAS, it is now desire of this City Council to place the alternative ballot measure on the November 2022 ballot;

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine and order as follows:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law cities within said State there is called and ordered to be held in the City of Redlands, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing one Member of the City Council from District 1, one Member of the City Council from District 3 and one Member of the City Council from District 5, for the full term of four years.

Section 2. That the City Council submits the proposed ballot measure titled "An Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30 and 4.2B of the Principles of Managed Development of the Redlands General Plan 2035," to the qualified voters of the City, and shall do so in the form of the following question:

Shall the Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30 and 4.2B of the Principles of Managed Development of the Redlands General Plan 2035 be adopted?	Yes	
	No	

Section 3. That the text of the ordinance submitted to the voters is attached hereto as Exhibit "A" and made a part thereof.

Section 4. That the ballots to be used at the election shall be in form and content as required by law.

Section 5. That the City Clerk of the City of Redlands is hereby authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct said election.

Section 6. That the polls for said election shall be open at 7:00 A.M. of the day of said election and shall remain open continuously from said time until 8:00 P.M. of the same day when said polls shall be closed, except as provided in Section 14401 of the California Elections Code.

Section 7. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 8. That notice of the time and place of holding of the election is given and the City Clerk is hereby authorized, instructed, and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 9. That the Board of Supervisors of said County is hereby requested to issue instructions to the Registrar of Voters of said County to take any and all steps necessary for the consolidation of the General Municipal Election with said County election.

Section 10. That the Registrar of Voters of said County is authorized to canvass the returns of the General Municipal Election and provide necessary services pertaining to the election to be held on Tuesday, November 8, 2022.

Section 11. That the City Council of the City of Redlands recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 12. That the City Clerk of the City of Redlands is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters of the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 21st day of June, 2022.

Paul T. Barich, 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 21st day of June, 2022.

AYES: Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

City of Redlands

June 23, 2022

Board of Supervisors
County of San Bernardino
County Civic Building
385 North Arrowhead Avenue
San Bernardino, California 92401

RE: ELECTION CONSOLIDATION

Enclosed is a certified copy of Resolution No. 8317 a resolution of the City Council of the City of Redlands, California, calling and giving notice of the holding of a General Municipal Election for the election of certain officers and for the submission of a City initiated ballot measure proposing to amend sections 1a.0, 1a.10, 1.a.30 and 4.2b of the principles of managed development of the Redlands General Plan 2035. Resolution No. 8317 also requests the Board of Supervisors of the County of San Bernardino to authorize the Registrar of Voters to canvass the returns and provide the necessary services pertaining to the election to be held on Tuesday, November 8, 2022.

In accordance with Section 9 of this resolution, we are requesting the Board of Supervisors to consent and agree to the consolidation of this general election.

Thank you in advance for your consideration.

Sincerely,

Jeanne Donaldson
City Clerk

JD:ms
Enclosure
xc: Registrar of Voters

EXHIBIT "A"

INITIATIVE ORDINANCE

INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS
AMENDING SECTIONS 1A.0, 1A.10, 1.A.30, and 4.2B OF THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE CITY OF REDLANDS GENERAL PLAN 2035

WHEREAS, more than 40 years ago, in 1978, the voters of the City of Redlands approved Proposition "R," which established an ordinance enacting certain standards and procedures relating to managing growth within the City of Redlands; and

WHEREAS, more than 30 years ago, in 1987, the voters of the City of Redlands approved Measure "N," which in relevant part enacted an ordinance which amended Proposition "R" to enhance the limitations established by Measure R and establish additional development standards within the City; and

WHEREAS, Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management; and

WHEREAS, in 1997 the voters of the City of Redlands approved the General Plan amendment commonly known as Measure "U" to assure consistency between the General Plan and growth management limitations and standards established by Measure R and N; and

WHEREAS, the provisions of Measure U have been fully incorporated in the City's current General Plan 2035 in its current form which was enacted on December 5, 2017 ("General Plan 2035"); and

WHEREAS, in order to assure that future development within the City of Redlands occurs in a way that is consistent with the established values and standards enacted by the people of Redlands that promote the social and economic well-being of the entire community, it is necessary to amend certain provisions of General Plan 2035 to:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing the overcrowding of public school facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses
c. Preserve the vitality and character of historic and older neighborhoods
d. Preserve the vitality and character of the Historic Downtown - Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PLAN AMENDMENTS- The following provisions of the City's General Plan 2035, Sections 1A.0, 1A.10, 1.A.30 and 4.2B are hereby amended to read in their entirety as follows (deletions are shown by ~~strikeout~~ and additions are underlined):

a. AMENDMENT OF GENERAL PLAN 2035 SECTION 1A.0 PRINCIPLES OF MANAGED DEVELOPMENT

1. 1A.10 PRINCIPLE ONE: The cost of infrastructure required to mitigate the effects of development shall be paid by that new development.

(a)Development fee policy - In accord with the provisions of California Government Code Sections 66000 et. seq., all development projects as defined therein shall be required to pay the development fees to cover 100% of their pro rata share of the cost of any public infrastructure, facilities or services, including without limitation police and fire services, necessitated as a result of such development. The City Council shall set and determine development fees sufficient to cover 100% of the estimated cost of such public infrastructure, facilities and services based on appropriate cost-benefit analyses as required by the provisions of California law.

(b)Socio-Economic Cost/benefit Study and Findings Required - Every development project proposal requiring a General Plan Amendment, Zoning Amendment, Subdivision Map, Specific Plan, Pre-Annexation Agreement for Outside City Utility Connections for non-contiguous properties, or for projects involving structures larger than 5,000 square feet, Conditional Use Permit approval, shall submit a socio-economic analysis and cost/benefit study, which shall also be included in all environmental documents submitted to the extent permitted by law, identifying the source of funding for necessary public infrastructure and reflecting the effect of such development on the City, as part of the application process. The City Council shall publish notice of and hold at least one public hearing at which the public may appear and be heard to consider the socio-economic cost/benefit study. Approval of the development project shall only occur if the socio-economic study finds and determines to the satisfaction of the City Council that the development project 1) will not create unmitigated physical blight within the City or overburden public services, including without limitation the sufficiency of police and fire protection, and 2) the benefit of the development project to the City outweighs any direct cost to the City that may result. The City Council may, however, approve a development project for which the socio-economic study fails to make the required findings or determinations if the City Council finds and determines upon a 4/5 vote of its total authorized membership that the benefits to the City from the development project outweigh the negative socio-economic effects that may result.

1) For projects with a residential component, the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing

the city General Fund Expenditure Budget by the City Population and multiplying that quotient by the projected population of the project.

(c) Impacts of New Development on Public Schools Shall Be Mitigated -A mandatory component of the socio-economic cost/benefit studies shall be an analysis of the effect of the proposed development on public schools facilities and resources, and shall include proposed measures to mitigate any identified adverse impacts on school facilities to the greatest extent permitted under California law.

(d) Exception - The provisions of Section 1A.10 shall not apply to any development, or portion thereof, that is located within the University Street Transit Village, funded by and/or subsidized by the federal, state, or local governments, and subject to a master development permit.

2. 1.A.30 PRINCIPLE THREE - Land use classifications set forth in the Redlands General Plan provide for an appropriate range of densities for residential development and intensity of commercial and industrial development in the City of Redlands.

(a) Number of Land Use Classifications and Density Standards Shall Not Be Increased - The density standards set forth in Paragraph 4.40, Residential Land Use Classifications, of Section 4.0, Land Use Element, of the Redlands General Plan shall not be increased, and no new residential land use classification except for the Transit Village Overlay Zone shall be added, without a vote of the people.

(b) Prohibition of Transfers of Density - In order to assure that development occurs in a rational way, no transfer of residential development rights from lands other than those designated for single family residential shall be permitted, and then such transfers of single family residential density shall only be permitted to create or preserve agricultural, open space, school or park uses.

(c) Buildings in the Downtown Transit Village and the University Street Transit Village shall be limited to three (3) stories and a height of forty-three (43) feet from ground level to their highest point visible from the fronting street.

(1) Except: Those buildings that are located within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development plan shall be limited to four (4) stories and a height of sixty--eight (68) feet as measured from the ground level to their highest point visible from the fronting street.

(2) Except: No building more than two stories or (35) feet in height shall be permitted within an established and constructed single - family residential neighborhood.

(d) Buildings in the Alabama Street, California Street and New York Street Transit Villages shall be limited to four (4) stories and sixty-eight (68) feet in height as measured from the ground level to their highest point as viewed from the fronting street.

(e) No building more than two stories in height shall be permitted adjacent to a single-family dwelling absent written agreement of the dwelling owner(s); however, this section does not apply to properties across a public right of way.

(f) In multi-story structures with a residential living component in the five Transit Villages, parking for two or more bedroom units shall be two covered parking spaces and for one bedroom and studio units shall be one covered parking space. Every five units shall have one guest parking space.

Except: Parking for projects within ¼ mile of the transit station that is within the University Street Transit Village and that are subject to a master development permit shall be governed by a comprehensive parking management plan made part of the master development permit that establishes all required parking spaces.

(g) Non-residential hotels are permitted and can be developed anywhere in the five Transit Villages, height and size determined by the City Council and are exempt from 1.A.30(c) and (d).

b. AMENDMENT OF GENERAL PLAN 2035 SECTION 4.2B PRINCIPLES OF MANAGED DEVELOPMENT:

B. EXEMPTIONS

1. Vested projects. This initiative measure shall not apply to or affect any property on which a vested right has been legally perfected and acquired prior to the Effective Date pursuant to state law.

2.Special Categories of Development. The provisions of this initiative measure shall not apply to the following:

A. New individual infill construction of single family homes on existing lots of record bounded by developed property as of March 1, ~~1997~~ 2020:

B. Rehabilitation, remodeling or additions to existing single family residential structures;

C. Reconstruction or replacement of any uses to the same density, intensity and classification of use as existed on the Effective Date, including non-conforming uses;

~~D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands;~~

~~E. New development projects subject to Downtown Specific Plan 45, upon a four-fifths (4/5ths) vote of the total authorized membership of the City Council;~~

~~F.~~ D. Special, temporary or occasional uses of public streets including parades local sporting and cultural events, graduation ceremonies, approved school activities and other occasional public gatherings.

SECTION 2. DEFINITIONS

a."Effective Date" shall mean the date on which this initiative measure was adopted by the City Council of the City of Redlands or on the date on which it was passed by the voters at the polls, whichever comes first.

b."Dwelling" and "dwelling units" shall be defined as any single family residence, apartment or dwelling unit in a multi-unit structure, or mobile home.

SECTION 3. EXEMPTIONS FOR CERTAIN PROJECTS

A. This measure shall apply to all properties and projects covered by its terms, except it shall not apply to any development project which has obtained a vested right as of the effective date of this measure. For purposes of this measure, a vested right shall have been obtained only and if each and all of the following criteria are met:

1. The proposed project has received a building permit or its final discretionary approval.

2. Substantial expenditures have been incurred in good faith reliance on the permit or final discretionary approval.

3. Substantial construction has been performed in good faith reliance on the permit or final discretionary approval.

B. The substantiality of expenditures incurred and of construction performed and the question of whether or not such expenditures and construction were in good faith are questions of fact to be determined on a case by case basis by the City Council following application by the developer and notice of a public hearing. Actions taken by the developer to speed up or expedite a development project with knowledge of the pendency of this measure shall not be deemed in good faith and shall not qualify for vested rights. Phased projects shall be considered for exemption on a phase by phase basis to the extent permitted by California law. For purposes of section 19.04.060 of this chapter, with regard to water and sewer connections outside the city, an applicant shall qualify for a vested right only if the foregoing criteria are met after the applicant has obtained a water and sewer connection, commitment, or both if both are required, from the City (4 of Measure N,

passed by voters 11-3-1987: 17 of Proposition R, passed by voters 11-7-1978).

C. This initiative measure is not intended and shall not be applied or construed to authorize the City to exercise its powers in a manner which will take private property for public use without payment of just compensation, but shall be interpreted, applied and implemented so as to accomplish its purposes to the maximum constitutionally permissible extent without requiring payment of compensation.

D. If application of this initiative measure to a specific property of record as of the Effective Date would create a taking then the City Council may, upon application by the landowner, allow additional density or uses on such property, upon findings that the level of additional development permitted is the minimum necessary to avoid a taking, and no lesser level of development would be sufficient to avoid a taking.

SECTION 4. SEVERABILITY

A. In interpreting this initiative measure or resolving ambiguity thereof, the City Council and all other city entities charged with implementing or enforcing this initiative measure or any part of it, as well as a reviewing court, shall interpret this initiative measure in the manner which most vigorously and effectively accomplishes its purposes and operative provisions.

B. If any portion of this initiative measure is hereafter determined to be invalid by a court of competent jurisdiction, all remaining portions of this initiative measure shall remain in full force and effect. Each section, subsection, sentence, phrase, part or portion of this initiative measure would have been adopted and passed irrespective of the fact that any one or more sections, subsections, sentences, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 5. AMENDMENT AND REPEAL

This initiative measure and all of its provisions may be amended or repealed only by a majority vote of the electorate.

Figure 4-5: Resource Preservation

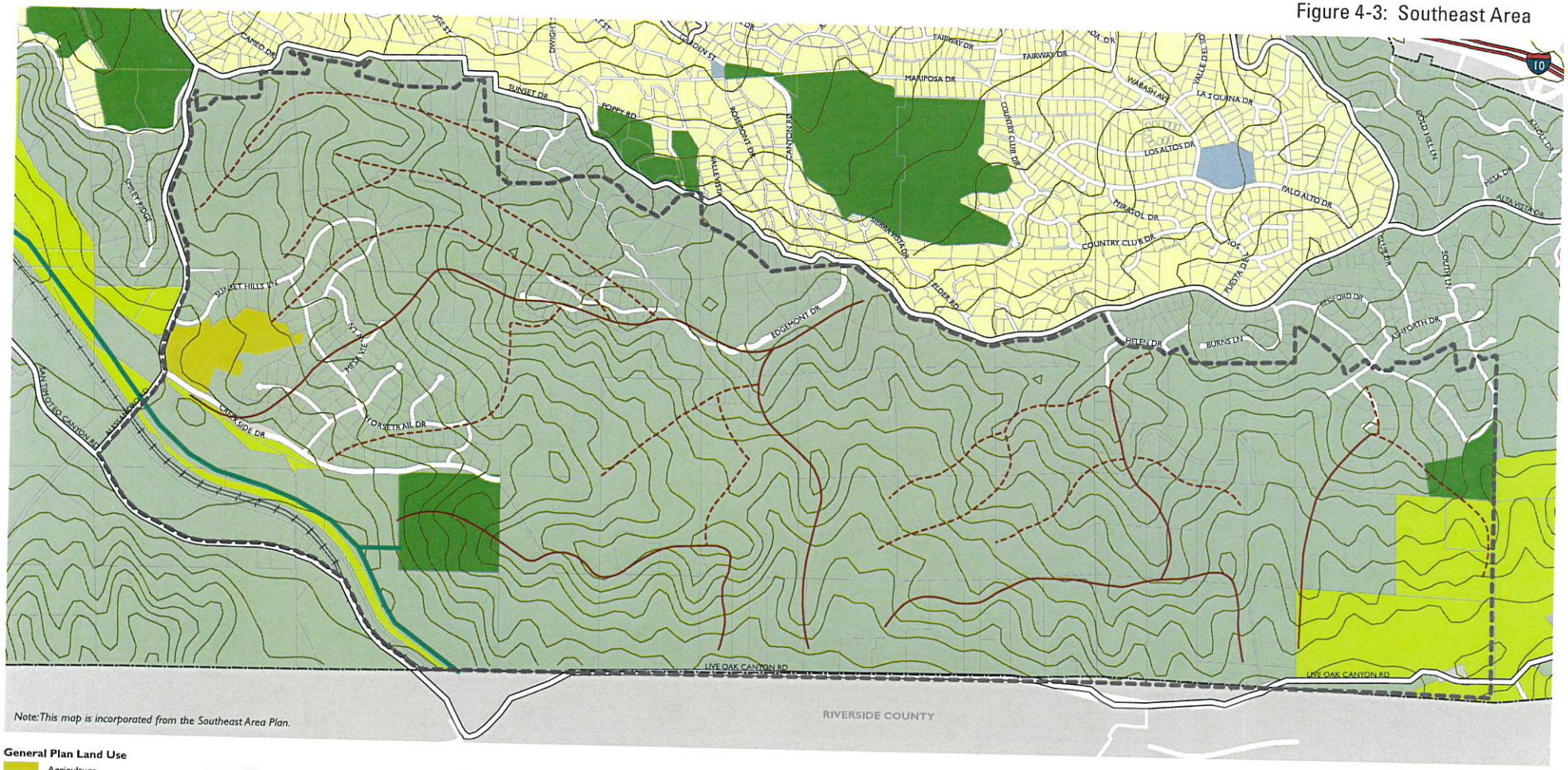
Resource Preservation
Freeway
Major Roads
Rail Corridor
City of Redlands
Sphere of Influence

Beginning at the intersection of Nevada Street and San Timoteo Canyon Road (Point A); thence easterly along San Timoteo Canyon Road and San Timoteo Canyon Road extended to Terracina Boulevard (Point B); thence southeasterly on Terracina Boulevard to the northwesterly line of Lot 17 of Terracina Bluff Lots as per map recorded in M.B. 9/38 records of San Bernardino County (Point C); thence southwesterly along said northwesterly line of Lot 17 to the southwest corner of said Lot 17; thence southeasterly along the southwesterly line of said Lot 17, 34 feet more or less to the City of Redlands City Limit Line as shown on Parcel Map 4223 as per map recorded in P.M.B. 40/98,99 records of said County; thence southerly along said City Limits Line as shown on said Parcel Map 4223 to the San Timoteo Canyon Road; thence southeasterly along San Timoteo Canyon Road to the southwesterly line of Parcel 2 of Parcel Map 7782 as per map recorded in P.M.B. 78/50,51 records of said County; thence southeasterly along said southwesterly line of Parcel 2 to Fern Avenue (Brookside Road); thence northwesterly along Fern Avenue to Terracina Boulevard (Point D); thence southeasterly along Terracina Boulevard continuing along Cypress Avenue to Smiley Heights Drive; thence southerly and then easterly on Smiley Heights Drive to Serpentine Drive; thence southeasterly along Serpentine drive to Sunset Drive; thence southerly, then easterly, then northerly, then westerly, respectively, on Sunset Drive to the intersection of Sunset Drive and Wabash Avenue (Point E); thence northerly along Wabash Avenue to the Redlands City Limit; thence southeasterly then southerly along the City Limit of Redlands to the southeast corner of Redlands' corporate limits (Point F); thence westerly along the southern City Limit of Redlands to the southwest corner of Redlands' corporate limits (Point G); thence northerly along the western City Limit of Redlands to the point of beginning; not including the San Bernardino County Land Fill site.

0 0.25 0.5 1
MILES

Data Source: City of Redlands, California, 2016; San Bernardino County, 2015; ESRI, 2015; SANBAG, 2015; Dyett & Bhatia, 2016.

Figure 4-3: Southeast Area



General Plan Land Use

- Agriculture
- Very Low Density Residential
- Public/Institutional
- Parks/Golf Courses
- Open Space
- Resource Preservation

- Freeway
- Major Roads
- Linear Parks
- Rail Corridor

- Major Ridges
- Signature Ridges
- Contour Lines (40 Feet)
- Southeast Area Plan
- City of Redlands

0 0.125 0.25 0.5
MILES

Data Source: City of Redlands, California, 2016; San Bernardino County, 2015; ESRI, 2015; SANBAG, 2015; Dyett & Bhatia, 2016.

"A City That Works"

City Council Meeting **AGENDA ITEM NO. K. 2.**

DATE: 06/21/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the University of Redlands requested Alternate Ballot Measure to the Redlanders for Responsible Growth Management Measure for the November 8, 2022 General Municipal Election and determination that placement of the Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022 (Development Services Director Desatnik)

MOTION(S):

If the City Council would like to put the alternate ballot measure on the November 2022 ballot, which was negotiated between the University of Redlands and RRGM leadership, and is supported by the University of Redlands, the following motion is provided:

I move to adopt Resolution No. 8317 to Submit to the Voters a Ballot Measure Proposing to Amend Sections 1.AO, 4.2B, 4.40s and 4.42m of the Principles of the Managed Development of the Redlands General Plan 2035; that placement of the Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and Calling and Giving Notice of the Holding of a General Municipal Election and a Request to the Board of Supervisors of the County of San Bernardino to Consolidate Said Election with the Statewide Election on November 8, 2022.

RECOMMENDATION:

Hear the presentation from the University of Redlands on the alternate ballot measure and decide whether or not to approve placing the measure on the ballot for the November 2022 election as a City-initiated measure.

DISCUSSION:

At its meeting on August 3, 2021, the City Council adopted Resolution No. 8241 to submit the initiative ordinance prepared by Redlanders for Responsible Growth Management (the "RRGM Measure") for consideration by the voters at the regular municipal election of November 8, 2022 (Attachment A). The University of Redlands has negotiated with the original RRGM authors a substitute to the RRGM Measure (the "Alternative Measure") and is requesting that the City Council sponsor and approve placement of the Alternative Measure on the November 2022 ballot as a City-initiated measure. According to university representatives, the author of the RRGM Measure has agreed to withdraw the RRGM Measure from the ballot if the City Council approves placing the Alternative Measure on the ballot as a City-initiated measure. Attachment B is a copy of the Alternative Measure and Attachment C is the Alternative Measure with highlights in yellow showing changes made from the RRGM Measure.

The RRGM Measure contains a number of provisions that are not in compliance with State law based on the legal analysis obtained by the City (see discussion below). The Alternative Measure contains all the same provisions and, in addition, makes one modification to the RRGM Measure that, in staff's opinion and based on the legal analysis, makes the Alternative Measure even less compliant with State law.

The University of Redlands believes that the Alternative Measure, if it were to pass, would allow for the University of Redlands' University Village project to proceed while the RRGM Measure would not. For this reason, the University has requested that the City Council sponsor and approve the placement of the Alternative Measure on the November ballot as a City-initiated measure.

Legal Analysis

RRGM Measure: A legal analysis of the RRGM Measure was prepared by the law firm of Devaney, Pate, Morris, & Cameron, LLP (the "DPMC Report) and presented to the City Council for the August 3, 2021 meeting. The DPMC Report (Attachment D) reviewed the RRGM Measure for general compliance with the state law governing procedural and substantive requirements for citizen-sponsored initiative measures, and specifically, the initiative's compliance with California SB 330, otherwise known as the Housing Crisis Act of 2019 (the "Housing Crisis Act").

The Housing Crisis Act declared a statewide housing emergency to be in effect until January 2025. It was subsequently extended to 2030. Among other provisions, the Housing Crisis Act prohibits cities from enacting restrictions on new housing development, where housing is an allowable use, if the new restriction would do the following:

- Change a General Plan land use designation to a less intensive use or reduce intensity of land use below what was allowed by the General Plan

as of January 1, 2018. The definition of "less intensive use" under the Housing Crisis Act "includes, but is not limited to, reductions to height, density, or floor area ratio, new or increased open space or lot size requirements, new or increased setback requirements, minimum frontage requirements, or maximum lot coverage limitations, or anything that would lessen the intensity of housing."

- Apply non-objective standards established on or after January 1, 2020.

Below are some of the more significant conclusions made by the DPMC report.

1. Section 1A.30(c) reduces the number of stories in the downtown Transit Village, thereby resulting in a reduction of permitted residential density and thus resulting in a violation of the Housing Crisis Act (see pages 6 and 8 of DPMC report).
2. Section 1A.30(e) also reduces the number of stories permitted, thereby resulting in a reduction of permitted residential density and thus resulting in a violation of the Housing Crisis Act (see pages 6 and 8 of DPMC report)
3. Section 1A.30(e) applies a "non-objective" standard by requiring written consent from owners of adjacent single-family residential properties, thus resulting in violations of the Housing Crisis Act (see page 9 of DPMC report).
4. Section 1A.30(f) increases the parking requirements for residential projects in the Transit Village areas, which have the effect of lessening the intensity of housing, thus resulting in a violation of the Housing Crisis Act (see page 9 of DPMC report).
5. Section 4.2B eliminates the "related to Metrolink stations" exemption and the exemption for projects located in the Downtown Specific Plan. This is also arguably a violation of the Housing Crisis Act (see pages 10 and 11 of DPMC report).
6. Section 4.40s changes the 4/5 vote requirement to a 5/5 vote requirement to rezone land that is designated as Urban Reserve (changed to Resource Preservation in the 2035 General Plan) in the General Plan or that was in agricultural production on November 3, 1986. By increasing the vote requirement a lesser intensity of could result, and thus this provision could be interpreted as a violation of the Housing Crisis Act (see page 11 of DPMC report).

   The same provisions addressed above in the DPMC report above were carried over and incorporated into the Alternative Measure and create similar concerns with the Housing Crisis Act.

Alternative Measure: The Alternative Measure added the provision below, which was not part of the RRGM Measure.

> "All lands designated and/or zoned RESOURCE PRESERVATION in the City of Redlands 2035 GENERAL PLAN as adopted in 2017 shall conform to and meet the Rural Living standards as defined in Section 4.3, Land Use Classifications." This will significantly reduce the permitted residential

density and, based on staff's review, is a violation of the Housing Crisis Act.

Other Policy Issues

If the City Council approves the placement of the Alternative Measure on the ballot, all of its provisions will become part of the City's General Plan, including all of those detailed in the above legal analysis under the RRGM and Alternative Measures. As sponsor, these provisions will have been adopted in the City's name by a City-initiated ballot measure as the City Council will have voted affirmatively to put all of these provisions before the voters for approval, with the knowledge that the provisions contained in both the RRGM Measure and the Alternative Measures that are addressed in the DPMC opinion may be and, in some cases, are in violation of State law.

There are at least several items that will be before the City Council for approval over the next year that will be impacted by this ballot measure should it be placed on the ballot and approved by the voters. First is the Transit Villages Specific Plan (TVSP). The TVSP allows buildings, or portions of buildings, up to four stories in areas closest to all three transit stations. By reducing the height limit to three stories for the downtown Transit Village, the implementation of the TVSP, which relies on denser development in the core areas around the stations, will be severely jeopardized. Denser development envisioned by the TVSP is simply not feasible with a three-story height limit. The City received over $1 million in grant money from the State of California to prepare the TVSP and the associated Environmental Impact Report. These funds could potentially be jeopardized.

Second, the recently adopted Housing Element requires significant amounts of land to be rezoned for residential use in order to make sufficient land available to meet our share of the Regional Housing Needs Assessment (RHNA). Virtually all vacant land remaining in the City was in agricultural production as of November 3, 1986. Similar to the RRGM Measure, the Alternative Measure would require a five-fifths (5/5) of the City Council to approve the rezoning of land that was in agricultural production as of November 3, 1986.

As stated in the Legal Analysis above, the Alternative Measure will reduce the permitted residential density in the Resource Conservation land use area on the General Plan Land Use Map from one (1) dwelling unit per acre (on land with slope less that 15%) to one (1) dwelling unit per five (5) acres. There are a large number of property owners who own developable property in this area that will have residential development capacity, and thus corresponding property value, reduced by up to 80%.

CEQA

Should the City Council decide to place the Alternate Measure on the ballot, that decision is exempt from CEQA pursuant to State CEQA Guidelines, section 15061(b)(3) because there is no possibility that the ballot measure could lead to a direct or reasonably foreseeable indirect impact to the environment. The Alternative Measure further restricts residential development within the City beyond Measure U and a further limitation on development would not have an impact on the environment. A Notice of Exemption has been prepared and is attached to this staff report (Attachment E).

ALTERNATIVES:

Do not approve placing the Alternative Measure on the ballot.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Brian Desatnik, Development Services Director

Fiscal Impact

Discussion:
N/A

ELECTIONS CODE SECTION 9212

REPORT ON VOTER APPROVAL OF AN INITIATIVE ORDINANCE OF THE PEOPLE OF REDLANDS AMENDING THE PRINCIPLES OF MANAGED DEVELOPMENT OF THE REDLANDS GENERAL PLAN

Presented August 3, 2021
Redlands City Council Meeting

DPMC | Devaney Pate Morris & Cameron LLP

Barry J. Schultz, Esq.
402 W. Broadway, Suite 1300
San Diego, CA 92101

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INTRODUCTION

On June 7, 2021, William E. Cunningham, representing Redlanders for Responsible Growth Management, filed with the Redlands City Clerk a petition for an initiative measure titled "*An Initiative Ordinance of the People of Redlands Amending the Principles of Managed Development of the Redlands General Plan ("Initiative").* On July 6, 2021, the City Clerk certified the petition.

After an initiative measure has been certified, California Elections Code Section 9212 provides, before taking other specified actions, that the City Council may order a report on the effect of the proposed measure to address any of the following: fiscal impact; effect on the City's general and specific plans, including the housing element and the consistency between planning and zoning; effect on land use, including the impact on availability and location of housing; infrastructure impact; impact on use of vacant parcels; and any other matters the Council requests to be in the report. The report must be presented to the City Council within 30 days after the City Clerk certifies to the City Council the sufficiency of the petition. (Elections Code Section 9212 (b)) After reviewing and considering the report, the City Council must either adopt the initiative measure without any amendments, or schedule a regular or special election for consideration of the initiative measure by the City's voters at that meeting, or within 10 days thereafter.

Upon the City Clerk's certification of the Initiative, the City Council of the City of Redlands took action calling for a report on the legal sufficiency of the Initiative. This report was prepared pursuant to the City Council's request, and focuses on legal issues related to the Initiative's compliance with the State law commonly referred to as Senate Bill No. 330 (Chapter 654; 2019), other relevant housing law, and general election law relating to initiative measures.

BACKGROUND AND SUMMARY OF INITIATIVE

A. Past Measures.

In 1978, the City's voters approved Proposition R, a citizen sponsored initiative measure, and zoning ordinance, in response to rapid residential development[1]. Proposition R was subsequently amended in 1987 by the voters' approval of the citizen sponsored initiative measure commonly known as Measure N.

Measure U, a third citizen sponsored initiative measure to manage growth, was approved by the voters in 1997, and amended the City's General Plan to include "Principles of Managed Development," and other growth management policies. These Principles and policies are fully incorporated in the City's General Plan 2035.

Additionally, Measure U reduced the development density of San Timoteo and Live Oak Canyons, established a housing mix, and established traffic levels of service. Measure U also specifically exempted development directly related to rail stations, and development projects within the Downtown Specific Plan 45 from the growth management policies. An urban growth boundary was also established.

[1] Measure R was adopted in 1978, followed by Measure N and Measure U. Measures R and N have been codified in the City of Redlands Municipal Code as Title 19, Growth Management.

B. The Initiative.

The Initiative purports to amend certain provisions of the City's General Plan 2035 for the purpose of assuring that future development within the City of Redlands occurs in a way that is consistent with the values and standards enacted by the people of Redlands through the establishment of the City's Growth Management System. Specifically, the Initiative amends Sections 1.A10, 1A.30, 4.2B and 4.40s of Measure U, and below is a summary of those amendments.

Sections 1.A10 and 1A.30 are included in Measure U's Principles of Growth Management. The Initiative amends Section 1.A10.B by modifying the Plan's requirement for the preparation of a socio-economic analysis and cost benefit study to include a formula applicable to residential components of project for determining the cost portion of the cost benefit study.

Section 1A.30 sets forth limitations on land use classifications and density standards. The Initiative amends this section to provide for an exemption for the Transit Village Overlay Zone with respect to the vote requirement related to density increases. Additionally, the Initiative establishes new height limits and parking requirements applicable to the Transit Village areas.

Section 4.2B provides exemptions for certain categories of development from the Principles of Managed Development which were established by Measure U. The Initiative deletes the exemption for development related to the Metrolink stations and for new developments subject to the Downtown Specific Plan 45.

Section 4.40 of Measure U limits the re-designation or rezoning of lands previously designated as Urban Reserve or Urban Reserve (Agriculture), or in active agricultural production, as of 1986. The Initiative increases the Council's vote requirement from 4/5th vote to a 5/5th vote requirement. Additionally, it deletes Measure U's density limitation on land designated by the General Plan as Urban Reserve as of June 1, 1987.

In addition to amending the above referenced portions of the General Plan, Section 3 of the Initiative establishes exemptions for certain projects from the Initiative's provisions. In summary, the exemptions apply to projects which have acquired vested rights in accordance with criteria established by the Initiative. It further states that actions taken by a developer to speed up or expedite a development project due to the pendency of this Initiative will not qualify for exemption from the Initiative's provisions.

Finally, the Initiative requires that any interpretation of its provisions shall be done in a manner which most vigorously and effectively accomplishes its purpose and operative provisions.[2]

SB 330 – Housing Crisis Act of 2019

In enacting the Housing Crisis Act of 2019, (the "Act"), the Legislature declared that California is experiencing a housing supply crisis and the legislation enumerates the resulting harm to the State and its residents caused by the housing crisis. The Act specifically declared a statewide housing emergency to be in effect until January 2025.

The specific intent of the Act is to do both of the following:

[2] Section 4A of the Initiative

(1) Suspend certain restrictions on the development of new housing during the period of the statewide emergency described in subdivisions (a) and (b).

(2) Work with local governments to expedite the permitting of housing in regions suffering the worst housing shortages and highest rates of displacement.

For the purpose of this analysis of the Initiative and its compliance with SB 330, the substantive portions of the Act begin with Government Code Section 66300 and are summarized as follows:

The Act applies to any "affected city" and includes the electorate of an affected city exercising its local initiative power whether that power is derived from the California Constitution, statute, or the charter or ordinances of the affected city. The Act prohibits an "affected city" from enacting certain restrictions on new housing development on land where housing is an allowable use. A summary of the major restrictions of the Act are:

- Changing a general plan land use designation to a less intensive use or reducing the intensity of land use below what was allowed by the governing general plan as of January 1, 2018. (Gov. Code section 66300, subd.(b)(1)(A))
- A moratorium on housing development, with an exception for threats to health and safety. (Gov. Code section 66300, subd.(b)(1)(B))
- Non-objective standards established on or after January 1, 2020. (Gov. Code section 66300, subd.(b)(1)(C))
- Numerical limits on new housing. (Gov. Code section 66300, subd.(b)(1)(D))

The Act specifically states that any development policy, standard, or condition enacted on or after the effective date of section 66300, that does not comply with the Act's requirements, shall be deemed void. (Gov. Code section 66300 (b)(2)).

The Act is intended to be construed so as to maximize the development of housing within the State, and any exception to the requirements of the Act, including an exception for the health and safety of occupants of a housing development, shall be construed narrowly.

However, the Act shall not be construed to void a height limit, urban growth boundary, or urban limit established by the electorate of an affected city, provided the height limit, urban growth boundary, or urban limit complies with the provisions relating to the reduction of intensity of land use. In other words, if any of the Initiative's provisions (e.g., height limitations) do not result in a reduction of the intensity of use below what was allowed in the general plan as of January 1, 2018 it will not be prohibited by the Act.

Finally, Section 14 of the Act specifically declares that the provision of adequate housing, in light of the severe shortage of housing at all income levels in California, is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, the provisions of the Act apply to all cities, including charter cities.

ANALYSIS

Preliminary Matters

1. Does the Initiative Comply with the General Law Governing Initiative Measures?

In addition to reviewing the Initiative for compliance with SB 330, the Initiative was also analyzed for consistency and compliance with the general law governing the procedural and substantive requirements for citizen sponsored initiative measures. Limitations on use of the initiative power can be established by the constitution (such as the single subject rule) or by case law (such as judicial decisions that initiatives are restricted to legislative acts and not adjudicatory acts). No deficiencies were found with respect to either type of limitation except to the extent the Initiative is preempted by SB 330 or other housing laws, as discussed herein. Specifically, the Initiative does not appear to run afoul of the single subject rule; the legislative act requirement; the requirement that initiatives be sufficiently certain (i.e. not so vague that it is unworkable); the prohibition on arbitrary or discriminatory measures, or the restriction on the exercise of powers reserved specifically to the City Council.

2. Is the City of Redlands an "affected city" under the Housing Crisis Act?

The City of Redlands has been designated as an "affected city" by the Department of Housing and Community Development in accordance with Government Code section 66300(e). (See "Affected Cities" pdf dated 12/27/19, page 8, on HCD website.)

3. Does the Housing Crisis Act Preempt the Initiative?

In determining the issue of preemption, the courts utilize a four step process. First, a determination is made as to whether the city ordinance at issue regulates an activity that can be characterized as a 'municipal affair.' Here, the regulation of zoning through an initiative directed at changing the City's General Plan is clearly a municipal affair. Second, there must be an actual conflict between local and state law. As discussed further in this analysis, the Initiative conflicts with the Act by its imposition of height restrictions, new parking regulations, and the imposition of third-party approvals of certain development proposals by adjacent landowners. Third, the state law must address a matter of 'statewide concern.' The legislature has specifically deemed the provision of adequate housing a matter of statewide concern. Finally, it must be determined that the law is 'reasonably related to ... resolution' of the statewide concern and is 'narrowly tailored' to avoid unnecessary interference in local governance. SB 330 is narrowly tailored to the type of land use restrictions which reduce or restrict the development of housing. Therefore, based on the application of this four part test, the Initiative is highly likely to be preempted by SB 330 because it imposes new land use restrictions beyond what was found in the City's General Plan 2035, and those restrictions would have the effect of reducing the development of affordable housing opportunities.

4. Does the Initiative Conflict with the Purpose of The Housing Crisis Act?

The Initiative amends certain provisions of the City's General Plan 2035 for the purpose of assuring that future development within the City of Redlands occurs in a way that is consistent with the values and standards enacted by the people of Redlands through the establishment of the City's Growth Management System. The principles of managed development and the associated policies established in the City's General Plan 2035 by Measure U are by their very

nature in conflict with the purpose and goals of the Act. The specific purposes of the Initiative are stated as follows:

a. Reduce costly urban sprawl and minimize future tax and utility rate increases while preventing overcrowding of public schools facilities, over-burdening public services such as police and fire, while providing adequate traffic circulation.
b. Preserve, protect and promote agricultural and open space uses.
c. Preserve the vitality and character of historic and older neighborhoods.
d. Preserve the vitality and character of the Historic Downtown – Packinghouse District as the primary source of City sales, business license and property tax revenues.
e. Ensure that sufficient developable land exists within the current City boundaries to meet projected housing needs, including housing for low and moderate income families, the handicapped and the elderly, while still preserving the City's quality of life.

The overall gist of the Initiative's purposes, consistent with the fundamental underlying principles of the City's growth management policies, is to limit the development of new housing. This is in direct conflict with the purpose of the Act's goal of fostering new housing development by suspending restrictions on development of new housing.

Notwithstanding the conflict between the Initiative's purpose and the purpose of the Act, the Act does not prohibit all growth management policies, development standards, and other local regulations. Specifically, the Act shall not be construed to void a height limit, urban growth boundary, or urban limit established by the electorate of an affected city, provided the height limit, urban growth boundary or urban limit complies with the provisions relating to the reduction of intensity of land use. Therefore, our analysis is confined as to whether any of the Initiative's provisions are specifically prohibited by the Act. However, our analysis does take into account the Act's intent that it be construed as to maximize the development of housing in the State.

Substantive Analysis of the Initiative

In analyzing whether any of the Initiative's provisions are prohibited by the Act, the principal "prohibition" of the Act is set forth in Government Code section 66300(b)(1), which states:

Notwithstanding any other law except as provided in subdivision (i), with respect to land where housing is an allowable use, an affected county or city shall not enact a development policy, standard or condition that would have any of the following effects:

(A) Changing the general plan land use designation, specific plan land use designation, or zoning or parcels of property to a less intensive use or reducing the intensity of land use within an existing general plan land use designation or zoning district below what was allowed under the land use designation and zoning ordinances of the affected county or city, as applicable, as in effect on January 1, 2018...

For the purposes of this paragraph, "less intensive use" includes, but is not limited to, reductions in height, density, or floor area ratio, new or increased open space or lot size requirements, or new or increased setback requirements, minimum frontage requirements or maximum lot coverage limitations, or anything that would lessen the intensity of housing.

Section 1.A10.B:

Section 1.A10(b) of the General Plan's principles of managed development requires the preparation of a socio-economic analysis and cost/benefit study of certain development proposals. The development proposal may not be approved unless there is a determination based on the study that the development will not create unmitigated physical blight within the City, or overburden public services, including without limitation, the sufficiency of police and fire protection, and a finding that the benefit of the development project to the City outweighs any direct cost to the City that may result.

The Initiative amends Section 1.A10(b) by modifying the Plan's requirement for the preparation of a socio-economic analysis and cost benefit study to include a formula applicable to residential components of a project to determine the cost portion of the cost benefit study. The modification adds the following language to Section 1.A10(b):

1) For projects with a residential component, the Cost portion of the Cost/Benefit Study for that component shall be determined by dividing the City General Fund Expenditure Budget by the City Population and multiplying the quotient by the projected population of the project.

The modification singles out residential components of a project and presumably would not apply to commercial, industrial, or other non-residential components. On its face, while targeting new residential housing, the modification does not appear to have the effect of reducing the intensity of land use and would not be prohibited by the Act.

It should be noted, however, that the *existing* requirement of a socio/economic study may violate not only the Act's requirement that only objective standards may be used to deny a project, but also the State's Density Bonus law.

Section 1A.30(a)

This section restricts the designation of new residential land use classifications and increases in density without a vote of the people. Chapter 4.5 of the General Plan includes a Transit Village Strategy which includes the designation of a Transit Village Overlay Zone ("TVOZ"). There are five Transit Villages proposed as part of the Transit Village Strategy – California Street Transit Village, Alabama Street Transit Village, New York Street Transit Village, Downtown Redlands Transit Village and the University of Redlands Transit Village[3].

The Initiative creates an exception to the restriction on new residential land use classifications and increases in density for properties within the TVOZ. While this section of the General Plan could be construed as a moratorium or similar restriction on housing development prohibited by the Housing Crisis Act[4], the amendment proposed by the Initiative does not have the effect of reducing density or restricting housing development. In fact, it would eliminate a restriction on housing development within the TVOZ, and appears to be consistent with the City Council's resolution passed in 2012 interpreting Measure U to permit the addition of the TVOZ land use designation to the City's General Plan 2035.[5]

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[3] See Figure 4.7, Transit Village Concept, Redlands General Plan pg.4-33.
[4] Government Code section 66300(b)(B)(1)
[5] City Council Resolution No. 7173

Section 1A.30(c) and (d)

These sections are new additions to Section 1A.30 which establish height restrictions in the Transit Villages established in the General Plan. They are:

> *(c) Buildings in the Downtown Transit Village and the University of Redlands Transit Village shall be limited to three (3) stories and a height of forty (40) feet from ground level to their highest point visible from the fronting street.*
>
> *(d) Buildings in the Alabama Street, California Street and New York Street Villages shall be limited to four (4) stories and fifty-two feet in height as measured form [sic] the ground level to their highest point as viewed from the fronting street.*

The Housing Crisis Act defines a "less intensive use" as including reductions to height[6]. However, any reduction in intensity of use must be analyzed in comparison to the intensity of use (i.e. height restrictions) existing in the general plan land use designation or zoning ordinances in effect on January 1, 2018.

Chapter 4.5 of the General Plan contains the Transit Village Strategy which includes the designation of a Transit Village Overlay Zone. There are five Transit Villages proposed as part of the Transit Village Strategy – California Street Transit Village, Alabama Street Transit Village, New York Street Transit Village, Downtown Redlands Transit Village and the University of Redlands Transit Village. The Plan contemplates the development of a Transit Village Plan pursuant to the State of California's Transit Village Development Plans Act. The proposed Transit Village Plan will supplement the General Plan's Transit Village Strategy and include specific development standards applicable to the identified Transit Villages.

The General Plan contains a restriction on height for any proposed residential development in excess of 2 stories or greater than 35 feet in height. This restriction would apply to the Transit Villages. Any proposed development in excess of that standard may only be approved if certain mandatory findings are made and the project is approved by a 4/5th vote of the City Council. *(Redlands General Plan, pg. 4-10)*

For purposes of determining whether the height restrictions contained in the Initiative are prohibited by the Housing Crisis Act, the relevant comparison is with the General Plan's height restriction. The Initiative would limit development to 3 stories and 40 feet for the Downtown Transit Village and the University of Redlands Transit Village, and 4 stories and 52 feet for the Alabama, California, and New York Street Transit Villages. The General Plan allows for height limits in excess of these height restrictions, subject to a discretionary approval (a super-majority vote of the City Council). The Initiative would preclude the additional height allowed under the General Plan within the Transit Village areas, and thus would result in a "less intensive use." Based on this analysis, the Initiative's height restrictions set forth in 1A.30(c) and (d) would be prohibited by SB 330.

A reasonable alternative analysis, could conclude that the General Plan's height restriction is actually more restrictive than the Initiative. This analysis is based on the fact that the General Plan limits development in excess of 2 stories and 35 feet in height unless approved by the aforementioned discretionary process. The Initiative, by contrast, provides height limits in excess of 2 stories by right and these height limits are not subject to that discretionary process. Due to

[6] Government Code section 66300(b)(1)(A)

the by-right nature of the Initiative, a reasonable conclusion would be that the Initiative results in "greater intensity of use" than currently allowed under the General Plan's discretionary process. Therefore, under this alternative analysis, this provision of the Initiative might not be prohibited by SB 330.

Section 1A.30(e)

This section is a new addition to the City's General Plan 2035, and reads as follows:

(e) No building more than two stories in height shall be permitted adjacent to or contiguous with a single family dwelling absent written agreement of the dwelling owner(s) on file with the City.

As discussed above, the Housing Crisis Act considers a height restriction a less intensive use and prohibited if it is more restrictive than the existing height restrictions. In this case, again, the comparison is with the General Plan's height restriction. The Initiative's new requirement of obtaining approval of the adjacent property owner adds another layer of approval for any development which proposes a structure in excess of 2 stories. Therefore, this provision is prohibited by the Housing Crisis Act, as it constitutes a development policy which would have the effect of reducing the intensity of land use within an existing general plan land use designation below what was allowed under the land use designation in effect on January 1, 2018. The provision may also violate the Act's prohibition against the denial of a residential development project based on the application of non-objective standards.

Section 1A.30(f)

This section is a new addition to the City's General Plan 2035 and reads as follows:

(f) in multi-story structures with a residential living component in the five Transit Villages parking for two or more bedroom units shall be two covered parking spaces and for one bedroom and studio units one covered space. Every five units shall have one guest parking spaces.

The existing parking standards applicable to the Transit Villages are set forth in the Redlands Municipal Code. *(Redlands Municipal Code section 18.164.090)* The existing parking standards for multi-family dwellings are based on housing type and number of bedrooms. One bedroom units are required to provide one parking space, two bedroom units are required to provide 1.5 spaces and three bedroom units or more are required to two parking spaces. Additionally, all multi-family projects containing more than two units on a lot are required to provide one uncovered off-street parking space for every two units.

Parking standards are commonly known to constrain residential development. The Initiative's new parking standards increase the number of parking spaces required for two bedroom units, require that all required parking be covered, and add a guest parking requirement. While the Housing Crisis Act does not specifically delineate parking requirements as constituting a less intense use, the Act does refer to "*...anything that would lessen the intensity of housing...*" (emphasis added). The Initiative's additional parking requirements constitute an additional constraint on residential development and constitute a development policy which would lessen the intensity of development. Therefore, these additional parking requirements would be prohibited by the Housing Crisis Act.

In addition to conflicting with the Housing Crisis Act, the parking standards established by the Initiative would also conflict with the State's density bonus law. The Density Bonus Law's parking requirements are 1.5 spaces for units with two bedrooms or more. *(Government Code section 65915(p)(1))*

General Plan 2035 Section 4.40s

Section 4.40s is a Measure U policy which restricts the re-designation or re-zoning of land "designated in whole or in part as "Urban Reserve" or "Urban Reserve (Agriculture) in the Redlands General Plan in effect as of June 1, 1987, and/or any land parcel that was in active agricultural production..." as of November 1986, without making specific findings and requiring a 4/5th vote to approve the re-designation or rezoning.

The Initiative changes the vote requirement to 5/5th, and deletes the following language from Section 4.40s:

> *Land designated by the General Plan as Urban Reserve as of June 1, 1997 shall not exceed a density greater than permitted by the R-E zone designation unless otherwise approved by a 4/5th vote of the City Council.*

The Housing Crisis Act prohibits development policies, standards, or conditions which would change a general plan land use designation to a less intensive use or reducing the intensity of land use *below* what is currently allowed under the general plan. Section 4.40s only applies where the affected property is to be re-designated or rezoned for a *higher* intensity of use. The Initiative modifies the current policy to require 5/5th vote to approve the higher density. While this may make approval of an increase in intensity of use more difficult, it does not in and of itself result in a less intensive use than is currently allowed. The language deleted from this section by the Initiative removes a limitation on density and does not result in a reduction of intensity of land use. Therefore, neither of these provisions of the Initiative would be prohibited by the Initiative[7].

However, the increased vote requirement could be reasonably argued to violate the spirit and intent of SB 330. A primary purpose of the Act is fostering new housing development by suspending restrictions on development of new housing. SB 330 prohibits anything that would lessen the intensity of use. In this case, greater intensity of use is allowed subject to a 4/5th vote. By increasing the vote requirement a lesser intensity of use results. Under this interpretation the Initiative's increase in the vote requirement would be prohibited by SB 330.

General Plan 2035 Section 4.2B

This section of Measure U provides for exemptions for certain categories of development from the Principles of Management Development that were established by Measure U. The Initiative deletes the exemption for:

> *D. Development directly related to the proposed Metrolink stations in the City of Redlands, including one at the University of Redlands.*

[7] The Housing Crisis Act also prohibits moratoriums or similar restrictions on housing development. However, this section does not preclude housing development but limits the future intensity of development that can occur through a re-designation or rezone.

E. New development projects subject to Downtown Specific Plan 45, upon a four-fifth (4/5) of the total authorized membership of the City Council.

The purpose of the Principles of Managed Development established by Measure U is to limit growth. This purpose is expressed in Measure U as it states that compliance with the growth management principles will result in a reduction in the population of the City and the reduction in number of residential units to be developed in the City. (Section 4.2 Principles of Management Development, General Plan pg. 4-4) Exemptions from these managed development principles can be reasonably argued to allow for greater intensity of use than would be allowed if the principles of managed development were to apply to the subject areas. The removal of the exemptions for the Metrolink stations and the Downtown Specific Plan 45 would result in a decrease in intensity than what is currently allowed under the General Plan. Therefore, these provisions of the Initiative arguably are prohibited by the Housing Crisis Act.

Section 3. Exemptions for Certain Projects

This section of the Initiative establishes exemptions from the Initiatives for projects which have vested rights. The criteria set forth in the Initiative for establishing "vested rights" is substantially consistent with the criteria established by California law. (*Avco Community Developers, Inc. v. South Coast Regional Commission*, 17 Cal. 3d 785,791 (1976))

However, in Section 3B the Initiative disqualifies a project from acquiring a "vested right" if the developer of a project takes actions *to speed up or expedite a development project with knowledge of the pendency of this measure.* This disqualification is not consistent with vesting rights as established by California law.

Additionally, the Initiative fails to include the vesting rights allowed by California law and the City of Redlands Municipal Code for development agreements and vested tentative maps. *(Redlands Municipal Code sections 18.220 and 17.13)*

Conclusions

As set forth in the above analysis, the following provisions of the Initiative may be prohibited by the Housing Crisis Act:

Sections 1A.30(c) and 1A.30(d), Section 1A.30(e), Section 1A.30(f) and Section 4.40s.

The Housing Crisis Act provides that any development policy, standard, or condition that does not comply with the Housing Crisis act is deemed void. Therefore, should the Initiative pass, these provisions would likely be deemed void if challenged.

The parking standards established by the Initiative in Section 1A.30(f) would also conflict with the State's density bonus law.

Notwithstanding the Initiative's exemption for "vested rights," projects with Development Agreements or Vested Tentative Maps would also qualify for exemption from the Initiative's enforceable provisions. Finally, it is highly unlikely that the Initiative's attempt to disqualify from "vested rights" those projects which were expedited prior to the implementation of the Initiative, would be enforceable.

City Council Meeting **L. 4.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8375 Setting Priorities for Filing of Written Arguments Regarding an Initiative Ordinance (City Clerk Donaldson/City Attorney Abich Garcia)

MOTION(S):

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

I move to approve Resolution No. 8375.

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 8375, a resolution of the City Council of the City of Redlands, California, setting priorities for the filing of written arguments regarding a proposed ballot measure titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30, 4.2B and 4.41j, of the Principles of Managed Development of the City of Redlands General Plan 2035".

DISCUSSION:

Resolution No. 8375 is a resolution setting priorities for the filing of written arguments regarding a proposed ballot measure prepared by the University of Redlands titled, "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30, 4.2B and 4.41j, of the Principles of Managed Development of the City of Redlands General Plan 2035,"and ordering the submission, of the ballot measure to the qualified voters of the City at the City's November 8, 2022 regular municipal election.

The last day for receipt of primary arguments for or against the initiative ordinance, not exceeding 300 words, has been established at 5:00 P.M. on

August 22, 2022 in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California. The last day for receipt of rebuttal arguments not exceeding 250 words has been established at 5:00 P.M. on August 26, 2022, in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

ALTERNATIVES:

The City Council may consider Resolution No. 8375 at a special meeting in July.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Fiscal Impact

Discussion:
There is no impact to the General Fund for setting priorities for filing a written argument, for or against, a voter initiative petition ordinance, scheduled to be on the November 8, 2022 ballot.

Attachments

Reso No. 8375 Setting Priorities for Argument

RESOLUTION NO. 8375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA SETTING PRIORITIES FOR FILING A WRITTEN ARGUMENT REGARDING AN INITIATIVE ORDINANCE

WHEREAS, a General Municipal Election is to be held on Tuesday, November 8, 2022 pursuant to Resolution No. 8374 adopted July 19, 2022; and

WHEREAS, on July 19, 2022, the City Council adopted Resolution No. 8374 calling and giving notice of a general municipal election to be held on November 8, 2022 and ordering the submission to the qualified voters at said election date a proposed ballot measure, titled "Initiative Ordinance of the People of Redlands Amending Sections 1A.0, 1A.10, 1.A.30, 4.2B and 4.41j, of the Principles of Managed Development of the City of Redlands General Plan 2035," negotiated by the University of Redlands with the original authors of a similar initiative.

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine, and order as follows:

Section 1. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above Initiative Ordinance, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Initiative Ordinance, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, which arguments may be changed until and including **Monday, August 22, 2022 at 5:00 p.m.,** in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, after which no arguments for or against the Initiative Ordinance may be submitted to the City Clerk. Arguments in favor of or against the Initiative Ordinance shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

The City Council expressly delegates Mayor Paul T. Barich to prepare, sign and file, along with four other qualified persons, a written argument in favor of the Initiative Ordinance.

Section 2. That pursuant to Sections 9220 and 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the measure which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors may prepare and submit rebuttal arguments not exceeding 250 words. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 3. That the last day for receipt of rebuttal arguments not exceeding 250 words has been established as **Friday, August 26, 2022 at 5:00 p.m**., in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, and signed by each proponent and by each

author, if different, of the rebuttal argument in conformance with the provisions of Section 9600 of the California Elections Code. Rebuttals may be changed or withdrawn by their proponents at any time prior to and including the final date fixed for filing rebuttals.

Section 4. That the City Council directs the City Clerk to transmit a copy of the Initiative Ordinance to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

ADOPTED, SIGNED AND APPROVED this 19th day of July, 2022

_____
Paul T. Barich, 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 19th day of July, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **L. 5.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a grant award for the FY2022-2023 Community Development Block Grant (CDBG) Program Year in the amount of $340,246, programming of additional appropriation in the amount of $15,976.21 to the Jocelyn Senior Center Rehabilitation Project, reprogramming of $52,448.92 of CDBG-CV (COVID-19) funds to the Senior Outdoor Dining Project and adding appropriation in the amount of $12,200 to FY2021-22 CDBG Program Year (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move to approve the grant award in the amount of $340,246 for the FY2022-2023 CDBG Program Year;

2. I move to authorize an additional appropriation of $15,976.21 for the FY2022-2023 CDBG Program Year;

3. I move to authorize an additional appropriation of $12,200 for the FY2021-2022 CDBG Program Year; and

4. I further move to authorize the reprogramming of $52,448.92 of CDBG-CV funds to the Senior Outdoor Dining Project.

RECOMMENDATION:

Staff recommends that Council accept the grant award for the FY2022-2023 CDBG Program Year in the amount of $340,246, programming of additional appropriation in the amount of $15,976.21 to the Jocelyn Senior Center Rehabilitation Project, reprogramming of $52,448.92 of CDBG-CV (COVID-19) funds to the Senior Outdoor Dining Project and adding appropriation in the

amount of $12,200 to FY2021-22 CDBG Program Year.

DISCUSSION:

In February 2022, the Development Services Department (Department) submitted the FY2022-23 CDBG Program Year grant funding request on behalf of the City of Redlands (City) to the County of San Bernardino (County) in the amount of $365,274, which was the estimated award to the City at the time. In May 2022, the County submitted the FY2022-2023 Final Program Year funding request to the United States Department of Housing and Urban Development (HUD). In June 2022, the County notified the City of the final award amount of $340,246, which was $25,028 lower than estimated. Additionally, the County identified total available unprogrammed funds in the amount of $31,204, of which the Department had already appropriated $15,277.79 from the original estimate, leaving $15,976.21 in unprogrammed funds to be allocated to the Jocelyn Senior Center Rehabilitation Project in FY2022-2023. The unprogrammed funds are higher than previously estimated due to adjustments received by the County from HUD that were then allocated to the City. Final changes to the FY2022-23 funding request initially submitted include the cancellation of the Redlands Community and Senior Center ADA Parking Lot Rehabilitation Project. However, since the Facilities and Community Services Department absorbed this project into a larger parking lot rehabilitation project completed at the facility during this fiscal year, the funding for this project was reallocated to the Jocelyn Senior Center Rehabilitation Project.

In addition, in February 2021, the Council approved the FY2021-2022 CDBG Program Year funding, which included an award to the Boys and Girls Club in the amount of $12,200. The appropriation in the amount of $12,200 was inadvertently excluded from the FY2021-2022 12-Month Estimate and needs to be re-appropriated to the FY2021-2022 CDBG budget. Furthermore, in July 2021, the Council approved funding for CBBG-CV (COVID-19) projects. The remaining funding, in the amount of $21,448.92, from the Senior Meals Pickup Program and $31,000 from the Senior Meals Care Package Program, which was canceled, is requested to be reprogrammed to the Senior Outdoor Dining Project. All funds that are CDBG-CV must be reprogrammed to another CDBG-CV project. The Senior Outdoor Dining Project is an approved CDBG-CV project.

ALTERNATIVES:

City Council may elect not to approve these actions. However, electing not to approve these actions may result in a loss or reduction of CDBG funding and impacts on existing CDBG projects.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Director of Development Services

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Chris Boatman, Assistant City Manager

PREPARED BY:
Tricia Munoz, Management Analyst

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$368,422.21
Budgeted Y/N:	N
Account No.:	200164

Discussion:

Acceptance of this award will increase the FY2022-2023 appropriation for Planning Grants (200164) by $356,222.21 and add an additional appropriation in the amount of $12,200 to FY2021-2022 for the Boys & Girls Club Project No. F164003 to correct for the excluded amount from the FY2021-2022 12-Month Estimate. Additionally, reprogramming $52,448.92 in remaining unused CDBG-CV funds to the Senior Outdoor Dining Project No. F16428E. There is no fiscal impact on the General Fund.

Attachments

FY2022-2023 County CDBG Funding Form
FY2022-2023_F164040_Jocelyn Senior Center_Add'l Appropriation
FY2022-23_Add'l Appropriation Form
FY2021-2022_Add'l Appropriation Form
CDBG-CV Budget Transfer Request Form

COUNTY OF SAN BERNARDINO
Community Development and Housing Department

2022-2023 Community Development Block Grant (CDBG) Program
Cooperating City Recommended Projects Form

City [1]: City of Redlands City Council Hearing Date [2]: N/A

City's 2022-2023 Allocation (3): $340,246 Public Service Limit (15%) [4]: $51,037 Available Unprogrammed Funds From Prior Years [5]: $ 31,204.00

CDH Application Log #	Project Title (* indicates project required a "General Fund Guarantee")	Public Service Y/N	(Proposed) City's 2022-2023 Recommended Allocation Amount	(Proposed) Available Unprogrammed Funds to Commit to Activity	(Proposed) Activity Total	(Actual) City's 2022-2023 Recommended Allocation Amount	(Actual) Available Unprogrammed Funds to Commit to Activity	(Actual) Activity Total
REDL22CN-008	Joslyn Senior Center Rehabilitation Project	N	$ 225,499.00	$ -	$ 225,499.00	$ 285,471.00		$ 285,471.00
NEED22CN-016	Redlands Community/Senior Center ADA Improvements	N	$ 85,000.00	$ -	$ 85,000.00	$ -		$ -
REDL22PS-012	Housing and Food Program – FSA of Redlands	Y	$ 10,955.00	$ -	$ 10,955.00	$ 10,955.00		$ 10,955.00
REDL22PS-025	Senior Meals Program – Family Service Association	Y	$ 10,955.00	$ -	$ 10,955.00	$ 10,955.00		$ 10,955.00
REDL22PS-039	YMCA Legal Aid	Y	$ 10,955.00	$ -	$ 10,955.00	$ 10,955.00		$ 10,955.00
REDL22PS-041	Supportive Services for Victims of Violence – Partners Against Violence	Y	$ 10,955.00	$ -	$ 10,955.00	$ 10,955.00		$ 10,955.00
REDL22PS-045	Youth Homework Assistance Program – Boys & Girls Club	Y	$ 10,955.00	$ -	$ 10,955.00	$ 10,955.00		$ 10,955.00
		Totals [14]	$ 365,274.00	$ -	$ 365,274.00	$ 340,246.00	$ -	$ 340,246.00

Public Service Calculation [15]:

Public Service Limit: $ 51,037.00 Less Total Public Service Activity Amount: $ 54,775.00 Amount Available to Program to Public Service Activities: $ (3,738.00)

Remaining Balance of Unprogrammed Funds [16]: $ 31,204.00

Authorized City Representative [17]: Signature Tricia Munoz Date [18] 6/21/2022

General Fund Guarantee Certification [19]

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

☑ YES *The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.*

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 06/28/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services-CDBG

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Building Construction/Improvements	200164	8503	F164040	$ 15,976.21
Building Construction/Improvements	200164	8503	F164040	$ 285,471.00
			$	$ 301,447.21

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	F164040	$ 15,976.21
Federal Grants	200164	4407	F164040	$ 285,471.00
			$	$ 301,447.21

JUSTIFICATION: Add additional appropriation from prior grant years that was not previously included from prior year annual CDBG actuals. This amount has been verified by the County of San Bernardino and is to be allocated to the FY2022-23 CDBG Program year Jocelyn Senior Center Rehabilitation Project.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 06/28/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services-CDBG

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	200164	6710	F164003	$ 10,955.00
Special Contractual Services	200164	6710	F164004	$ 10,955.00
Special Contractual Services	200164	6710	F164005	$ 10,955.00
Special Contractual Services	200164	6710	F164007	$ 10,955.00
Special Contractual Services	200164	6710	F164008	$ 10,955.00
				$ $ 54,775.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	2500	F164003	$ 10,955.00
Federal Grants	200164	2500	F164004	$ 10,955.00
Federal Grants	200164	2500	F164005	$ 10,955.00
Federal Grants	200164	2500	F164007	$ 10,955.00
Federal Grants	200164	2500	F164008	$ 10,955.00
				$ $ 54,775.00

JUSTIFICATION: Acceptance of the FY2022-2023 CDBG funding award. Allocations are as follows: F164003-Boys & Girls Club, F164004 Partners Against Violence, F164005-Family Service Association of Redlands, F164007-YMCA of Redlands, and F164008-Family Service Association Senior Nutrition.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 06/28/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services-CDBG

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	200164	6710	F164003	$ 12,200.00
				$ $ 12,200.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	F164003	$ 12,200.00
				$ $ 12,200.00

JUSTIFICATION: This amount has been verified by Finance as a correction and additional appropriation in the amount of $12,200 needs to be added to FY2021-2022 for Project F164003.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
REQUEST FOR BUDGET TRANSFER

DATE: 6/20/2022

DEPARTMENT: DSD

PROGRAM: CDBG-CV

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD

ACCOUNTING CODES			
ORGKEY - OBJECT / JLKEY	NAME OF OBJECT	INCREASE	DECREASE
200164-5001/F16412A	Full Time Salaries		13,222.37
200164-5401/F16412A	Pension Contributions		3,872.13
200164-5501/F16412A	Fica/Medicare		1,032.63
200164-5701/F16412A	Health/Dental Insurance		2,749.23
200164-5703/F16412A	Disability Insurance		137.39
200164-5705/F16412A	Life Insurance		9.88
200164-7810/F16412A	Special Departmental Supplies		425.29
200164-5002/F16428D	Salaries: Part Time		10,000.00
200164-5710/F16428D	Special Contractual Services		20,000.00
200164-7302/F16428D	Compressed Natural Gas (LCNG)		1,000.00
200164-8501/F16428E	Other Betterments/Improvement	52,448.92	
	PAGE TOTALS:	52,448.92	52,448.92

JUSTIFICATION: Reprogram available/remaining funds from two projects to fund active project.

F16428A-Senior Meals Pickup Program - completed/transfer remaining funds to F16428E-Senior Outdoor Dining

F16428D-Senior Meals Care Package Program - cancelled/transfer funds to F16428E-Senior Outdoor Dining

INITIATING DEPARTMENT	RECOMMENDED / NOT RECOMMENDED	APPROVED / NOT APPROVED
Department Head	Finance Director	City Manager
Date	Date	Date

Finance Director/City Manager Comments:

City Council Meeting **L. 6.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a request to hold the Soulfood Fest event hosted by Stronger Together Now on September 11, 2022, within Ed Hales Park (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that the request is appropriate, the following motion is provided:

1. I move to authorize the Soulfood Fest event hosted by Stronger Together Now on September 11, 2022, within Ed Hales Park.

RECOMMENDATION:

Staff recommends the City Council direct staff accordingly concerning the approval of the request to hold the Soulfood Fest event hosted by Stronger Together Now on September 11, 2022, within Ed Hales Park.

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.

The non-profit organization, Stronger Together Now, is requesting to hold a Soulfood event on Sunday, September 11, 2022, at Ed Hales Park. The event description is a food event to support black-owned businesses. The event will have 11 commercial food vendors that will also participate in a local food contest. Activities including dominoes and spades as well as music will be

provided for event participants.

Should the City Council elect to approve the event, the following conditions of approval will apply:

- The event shall be contained with the park perimeter;
- The food truck shall be placed as not to interfere with the public right-of-way;
- All commercial vendors shall have a current City of Redlands business license to participate in the event; and
- The event shall comply with all County of San Bernardino Health Permit regulations.

ALTERNATIVES:

The City Council may elect to deny the event.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

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

Fiscal Impact

Discussion:
There is no fiscal impact associated with the approval of this event.

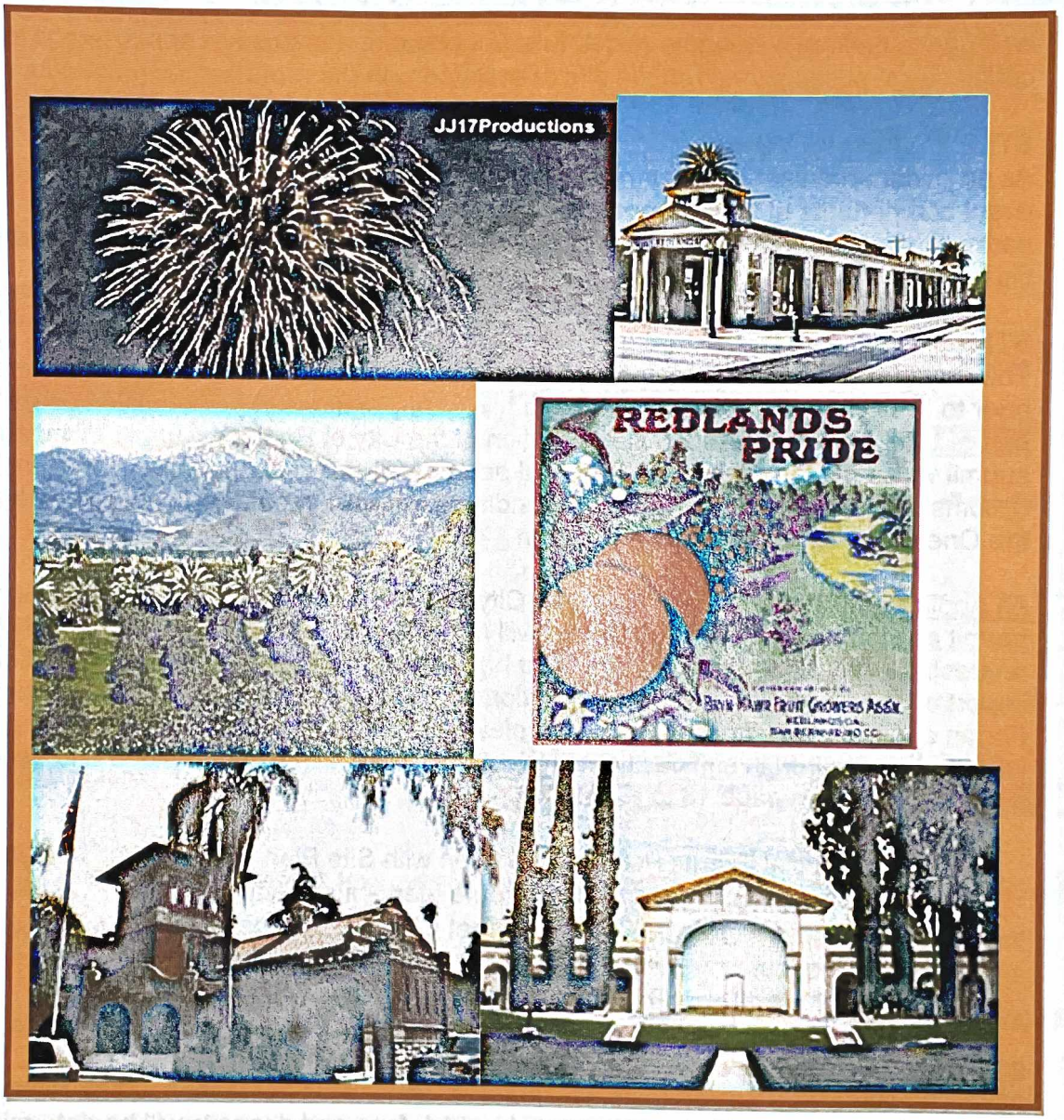
Attachments

A. Special Event Application - SoulFood Fest
SoulFood Fest Site Plan

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

SPECIAL EVENTS PERMIT APPLICATION

EVENT: Soul Food Fest II
ORGANIZER: Stronger Together Now
Date of Event: 9 / 11 / 2022
Date Submitted: 5/10/22



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of five (5) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

SUMMARY OF EVENT

Event Title: SOW Food Fest II

Description: Food event to support black-owned businesses. Biannual event, same as the first one during Black History Month. Food vendors (10) will provide food & participate in local food contest. Games will be on site, including Dominos & spades. DJ will be on site. No need for street or parking closures. No alcohol present. 12 to 5pm with setup at 9am ? breakdown @ 7pm.

Date/Time

Setup	Date 9/11/22	Time 9am	Location(s) Ed Hales		
Event Starts	Date 9/11/22	Time noon	Location(s) ↓		
Event Ends	Date 9/11/22	Time 5pm	Location(s) ↓		
Dismantle	Date 9/11/22	Time 7pm	Location(s)		

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 300-400 Per Day _____

Anticipated Participants: Total 10 (vendors) + DJ. Per Day _____

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact
Name:	Janelle Guerrero	Kai King
Address:	611 S. University St	351 E Chaparral St
City, State, Zip	Redlands 92374	Rialto, CA 92376
Phone:	213-595-8735	
Email:	Strongertogethernowie@gmail.com	same

Name of Organization: Stronger Together Now

Is it Non-Profit? yes.

Tax I.D. #: 86-3496186

Yes	No	
☑	☐	Is this an annual event? How many years have you been holding this event? first year. 2022
☐	☑	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
☐	☑	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
☐	☑	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
☑	☐	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
☐	☑	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
☑	☐	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

Your event site plan/route map should include but not be limited to:

- [ ] N/A An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures. - see attached
- [ ] N/A The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- [ ] The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- [ ] The location of first aid facilities and ambulances.
- [ ] The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- [ ] A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- [ ] Generator locations and/or source of electricity.
- [ ] Placement of vehicles and/or trailers. one food truck, near parking lot.
- [ ] N/A Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- [ ] N/A Identification of all event components that meet accessibility standards.
- [ ] N/A A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- [ ] Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
9am to noon	setup
noon	intro
12:15 to 1:30	music
1:30	Food contest begins / music
2:30	Food winners announced. / music
2:30-5pm	games / music
5 to 7pm	breakdown.

SECURITY PLAN

YES NO

☐ ☑ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. _____

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires a medical plan.

YES NO

☐ ☑ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☑ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe Yes. We use the space strategically, following all ADA compliance w/ zero overcrowding.

☐ ☑ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe Not needed. We allow ample space for wheelchairs & surface is flat.

☑ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe We will have 1-2 on site, facing parking lot.

☑ ☐ Will all food, beverage and vending areas be accessible? Please describe yes. We have all vendors setup w/ ample space, & accessible.

☑ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe yes. We have banners & signage throughout.

☐ ☑ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe

☑ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe We have ability to assist all.

N/A ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☑ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 2

If no: Please explain:

Rest Room Company AV portable Restroom, Inc. (Jesus)

Address Street 13097 Shirebourn Rd.

City Moreno Valley State CA Zip 92553

Telephone Day 951-446-9298 Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes No

- ☐ ☐ Will items or services be sold at your event?
- ☐ ☐ Will you have some education only (not selling a product or service) booths?
- ☐ ☐ Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
- ☐ ☐ Does your event include food concession and/or preparation areas?
- ☐ ☐ Do you intend to cook food in the event area?

  If yes, please specify method:
  - ☐ Gas
  - ☐ Electric
  - ☐ Charcoal
  - ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
House Confections	dessert		
Ruby Rae's	BBQ		
King's Catering	BBQ		
Papa's BBQ	BBQ		
The Trap Kitchen	BBQ		
Still Standing BBQ	BBQ		
Cobbler Queen	dessert		
Fudge Man	dessert		
Brooklyns Bites	dessert		
DJ Louisiana Kitchen	BBQ		
Agua Frescas	drinks		

ENTERTAINMENT PLAN

YES NO

☑ ☐ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages Use of Ed Hales Stage

Number of Performers/Bands DJ only.

Performer/Band name and music type DJ Zish.

☑ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 10am Finish time 11am

☑ ☐ Will sound amplification be used?

If yes, Start time 10am Finish time 11am

☐ ☑ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe

☐ ☐ Please describe the sound equipment that will be used for your event Standard amp + mics.

☐ ☑ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☐ ☑ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☑ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe Stage decor + signage + banners

☑ ☐ Will there be massage activities at your event? If yes, please describe Logos associated w/ orgs & vendors.

☐ ☑ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☐ ☑ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ☐ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

☑ ☐ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain We spoke to businesses at past events. We hold our events on Sundays to have less impact to businesses.

☐ ☑ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain _____

MARKETING AND PUBLIC RELATIONS

Yes No

☑ ☐ Will this event be marketed, promoted, or advertised in any manner?

If yes, please describe About Redlands, radio interviews, banners in city (if approved). Instagram, FB.

☑ ☐ Will there by live media coverage during the event?

If yes, please describe Newspaper will cover food contest.

☐ ☑ Will media vehicles be parked within the event venue?

If yes, please describe safety plan

☑ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

If yes, please describe Only approved through our org.

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency Shahinian Insurance Services

Address Street 801 Park Center

City Santa Ana State CA Zip 92705

Telephone Day 714-544-3963 (x718) Evening Fax Pager/Cellular

Contact Name Dorothy Crinion

Policy Type Commercial General Liability

Policy Amount $ 3 million

Policy Number NPP 1605735

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Jahelle Guerrero

Title CEO, Stronger Together Now

Signature

Date 5/10/22

Print Name of Professional Event Organizer Same

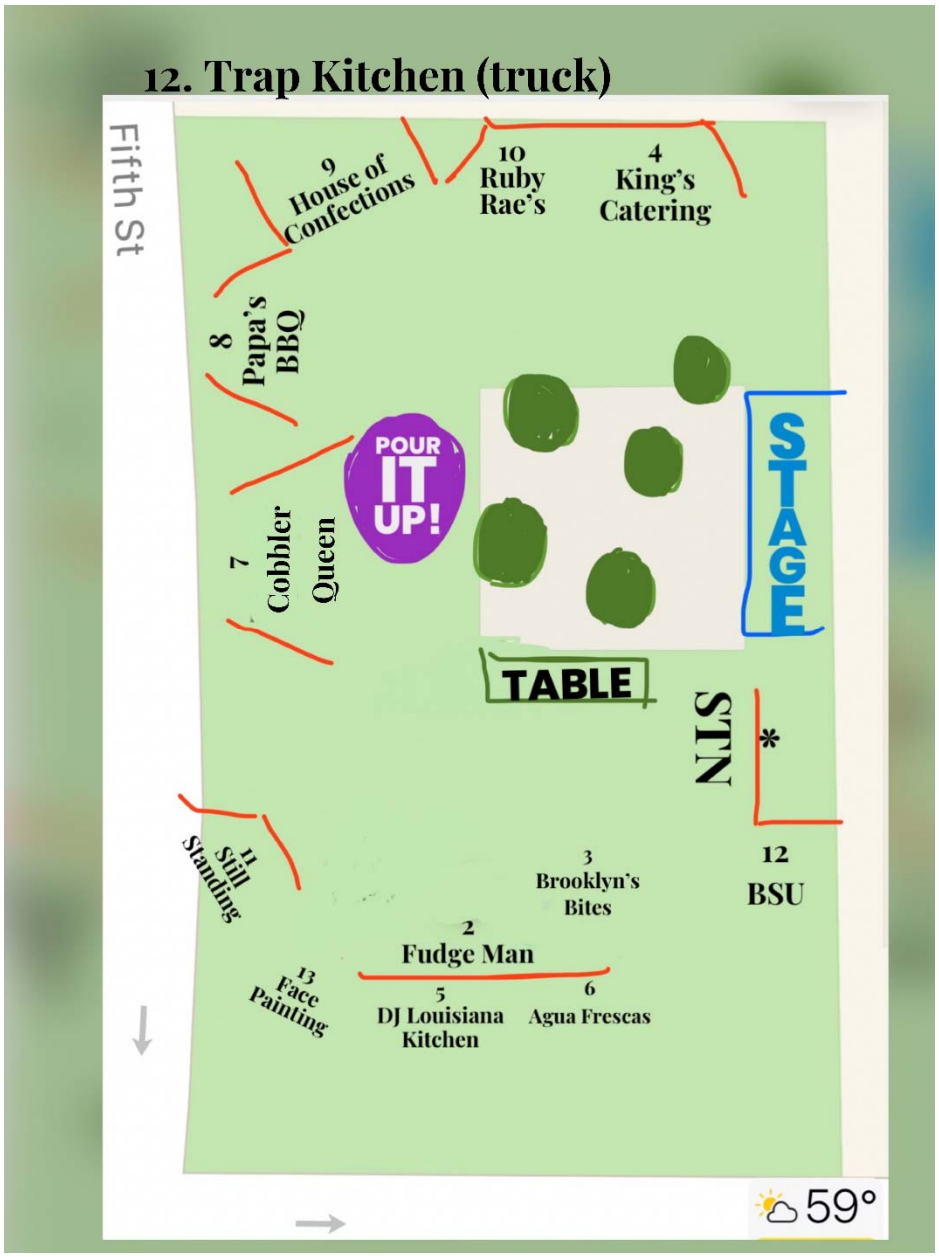
Title

Signature

Date

STN Soul Food Fest 9.11.22

Site Plan



north

City Council Meeting **L. 7.**

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement between the City of Redlands, Shangri-La Industries, and Step Up on Second Street, Inc. pursuant to the terms of the State of California Department of Housing and Community Development (HCD), Homekey 2 Program Standard Agreement No. 21-HK-17166, for the development and supportive services delivery of the Redlands Good Nite Inn motel conversion project (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to approve the agreement between the City of Redlands, Shangri-La Industries, and Step Up on Second Street, Inc. pursuant to the terms of HCD's Homekey 2 Program Standard Agreement No. 21-HK-17166, for the development and supportive services delivery of the Redlands Good Nite Inn motel conversion project;

2. I move to authorize the Mayor or designee to implement the Agreement including, but not limited to, signing subsequent necessary documents, agreements and amendments, provided it is in accordance with the limitations described in the agreement and previously has previously been approved and budgeted by the City Council, subject to approval by the City Attorney; and

RECOMMENDATION:

Staff recommends that the City Council approve the agreement between the City of Redlands, Shangri-La Industries, and Step Up on Second Street, Inc. pursuant to the terms of HCD's Homekey 2 Program Standard Agreement No. 21-HK-17166, for the development and supportive services delivery of the Redlands Good Nite Inn motel conversion project.

Furthermore, staff recommends that the City Council Authorize the Mayor or designee to implement the Agreement including, but not limited to, signing subsequent necessary documents, agreements and amendments, provided it is in accordance with the limitations described in the agreement and previously have been approved and budgeted by the City Council, subject to approval by the City Attorney.

DISCUSSION:

On November 16, 2021, the City Council approved a mutually created Memorandum of Understanding with Shangri-La Industries and Step Up on Second Street, Inc. as required to apply for the Homekey Grant Program. Following the approval, the City prepared and submitted a Homekey grant application to fund a substantial portion of the purchase and operations of the Redlands Good Nite Inn motel conversion project. As a result, on March 14, 2022, the City received an Announcement of an Award in the amount of $30,000,000.00 from the HCD's Homekey Round 2 Program for the project. As per the Standard Agreement, the City will serve as administrative lead and designated payee for all award amounts received through the Homekey Grant Program. Therefore, the agreement between the City, Shangri-La Industries, and Step Up on Second Street, Inc. will memorialize the terms for distributing grant funds for the purpose of coordinating the development and supportive services delivery of the Redlands Good Nite Inn project per the specified conditions of the Standard Agreement.

Per the Homekey award, $24,142,000 have been designated as "Acquisition Award Funds". These funds will be issued directly to the project's escrow account for the acquisition of the Good Nite Inn Hotel. Council's additional appropriation authorization of $5,858,000 from the Department of Housing and Community Development's Homekey 2 grant funds includes: $4,878,000 of the Homekey Operating Funds; and an anticipated Expedited Occupancy Conditional Bonus Operating Fund Award in the amount of $980,000 contingently awarded as a part of the Homekey grant upon achieving 90% occupancy within eight (8) months of the award date. Additional grant funds in the amount of $3,573,485 will also be sought to supplement the HCD Homekey 2 award for the purpose of funding the City's contribution towards operating costs for services and rent for all residents within the project. The City has already obligated the first two year annual installment payments in the Fiscal Year 2022-23 and 2023-24 Adopted Budget. The remaining five years of annual installment payments will remain a commitment in future budgets, unless grants funds are subsequently identified.

To maximize efficiencies, staff recommends that the City Council provide additional flexibility to promptly execute future amendments to this agreement in the event that additional grant funds are awarded from other sources for this project. Specifically, the agreement would delegate authority to the Mayor or

designee to amend the Term of the Agreement, Schedule of Performance and Approved Financing Plan within the agreement to incorporate any additional grant fund sources. This provision is subject to the following stipulations: (a) the sum of the total grant allotments from all sources does not exceed a cumulative aggregate amount of $3,573,485 during the term of the Agreement; (b) additional grant awards sources have been approved and budgeted by the City Council; (c) amendments to the Agreement are subject to approval by the City Attorney.

ALTERNATIVES:

The City Council may elect not to approve the agreement between the City of Redlands, Shangri-La Industries, and Step Up on Second Street, Inc or authorize the Mayor or designee to implement the Agreement and direct staff accordingly.

STRATEGIC PLAN:

Priority B: Public Health and Safety, 4. Homelessness, Develop and implement a method by which to measure the success of the Homeless Housing Plan.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Maira Durazo, Grants Coordinator

Fiscal Impact

Fiscal Year: 2022-23

Discussion:

Homekey Capital Award: $24,142,000
Homekey Operating Subsidy Award: $$5,858,000
City Operating Contribution: $3,573,485

Attachments

Attachment A - Agreement

CITY OF REDLANDS HOMEKEY GRANT AGREEMENT

This Homekey Grant Agreement (the "Agreement") is dated as of July 19, 2022 (the "Effective Date"), and is between the City of Redlands, a political subdivision of the State of California (the "City"), Step Up on Second Street, Inc., a California nonprofit public benefit corporation ("Step Up"), 1675 Industrial Park, LP, a Delaware limited partnership (“Owner”), and Shangri-La Industries, LLC, a Delaware limited liability company, and permitted successors and assigns (collectively "Grantee"). City, Step Up, Owner and Grantee are collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the State of California implemented a statewide initiative known as “Project Homekey” with the intention to secure thousands of motel/hotel rooms to provide non-congregate shelter for extremely vulnerable individuals experiencing homelessness to help keep susceptible, homeless persons safe from the COVID-19 virus, flatten the curve, and preserve hospital capacity; and

WHEREAS, the State of California Department of Housing and Community Development issued a Notice of Funding Availability (“NOFA”) for the Homekey 2.0 2021 Program (NOFA); and

WHEREAS, City has determined that the development of an affordable permanent motel/hotel housing site for Project Homekey could be accomplished most effectively and economically if undertaken by an experienced developer under an agreement with City; and

WHEREAS, Owner has identified, and is in escrow to acquire, the Good Nite Inn, located at 1675 Industrial Park Avenue as more particularly described in Exhibit A (the "Property"), as the most desirable motel within the City for the interim to permanent housing conversion contemplated by Project Homekey; and

WHEREAS, the Parties have prepared this Agreement to comply with the NOFA’s requirements to demonstrate how the development team is connected and how the development team will work together.

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

A. The City, Step Up, and the Grantee jointly applied and were awarded Homekey 2.0 2021 Funds from HCD which shall be disbursed pursuant to the terms of Standard Agreement, Award: 21-HK-17166 by and among HCD, the City and the Grantee, which shall govern the expenditure of the Homekey Funds (the "Standard Agreement").

B. The Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability (“NOFA”) for the Homekey Program, Round 2 on September 9, 2021. The NOFA incorporates by reference the Multifamily Housing Program (MHP), as well as the MHP Final Guidelines (“MHP Guidelines”), dated June 19, 2019, both as amended and in

effect from time to time. In addition, the NOFA states that Homekey grant funds are derived primarily from Coronavirus Relief Fund ("CRF") money received from the U.S. Department of the Treasury. The CRF was established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No. 116-136).

C. The Grantee and Owner intend to convert the Property to provide ninety-eight (98) permanent supportive housing units and one (1) unrestricted manager's unit for individuals who are experiencing homelessness, are chronically homeless, or who are at risk of homelessness ("Target Population") on the Property in order to provide increased affordable housing (the "Improvements"). The Improvements and the Property are referred to as the "Development."

D. The City desires to make a revocable grant to Grantee in an amount not to exceed $3,573,485.00 of City funds ("City Funds") to fund a City Operating Subsidy (the "Grant").

E. Pursuant the terms of the Standard Agreement, the City is required to cause a 55-year use restriction to be recorded against the Property in first lien priority (the "Use Restriction") to secure performance under the Standard Agreement.

F. The Grant is being made to finance an operating subsidy reserve for the Development to ensure the affordability of the units for the Homekey Term in order to help achieve financial feasibility for the Development. The Development will increase the supply of affordable rental housing in the City of Redlands. Due to the assistance provided to Grantee pursuant to this Agreement and the Standard Agreement, the City has classified ninety-eight (98) units as City-assisted units (each such unit a "City-Assisted Unit").

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Affiliate" means an entity that is controlling or controlled by Grantee. For the purposes of this definition "Control" means (1) direct or indirect management or control of the managing member or members in the case of a limited liability company; (2) direct or indirect management or control of a general partner or general partners in the case of a partnership; and (3) direct or indirect control of a majority of the directors in the case of a corporation.

(b) "Agreement" means this Homekey City Grant Agreement, as such may be amended from time to time.

(c) "Shangri-La" means Shangri-La Industries LLC, a Delaware limited partnership.

(d) "Approved Financing" means all of the loans, grants and equity obtained by Grantee for the purpose of financing the Development, which include the following, estimated as of the Effective Date:

1) An equity contribution from the Grantee of not less than Nine Hundred Four Thousand Eight Hundred Dollars ($904,800)
2) A loan of approximately Ten Million Two Hundred Seventy Thousand Six Hundred Twenty Dollars ($10,270,620) (the "Construction Loan")
3) A grant of approximately Twenty Four Million One Hundred Forty-Two Thousand Dollars ($24,142,000) of Homekey program funding from HCD (the "Homekey Acquisition Funds") or such other amount approved by HCD; and
4) A grant of approximately Four Million Eight Hundred Seventy-Eight Thousand Dollars ($4,878,000) of Homekey program funding from HCD (the "Homekey Operating Funds") or such other amount approved by HCD; and
5) A conditional occupancy grant of approximately Nine Hundred Eighty Thousand Dollars ($980,000) of Homekey program funding from HCD (the "Expedited Occupancy Conditional Bonus Operating Fund Award") contingent upon achieving full occupancy (with consideration for an average of 10% vacancy) within eight (8) months of the date of award pursuant to the terms of the NOFA and Standard Agreement

(e) "Approved Financing Plan" means the Financing Plan approved by the City as of the date of this Agreement, as the same may be amended pursuant to Section 3.5. The Approved Financing Plan shall be updated at the Close of Escrow without need for amendment of this Agreement.

(f) "Certificate of Completion" means the final Certificate of Completion issued by the City of Redlands, or comparable City sign-off on the completion of conversion of the Development.

(g) "City" means the City of Redlands, a political subdivision of California.

(h) "Completion Date" means the date that a temporary or final Certificate of Completion, or equivalent document is issued by the City to certify completion of the rehabilitation and conversion of the Development.

(i) "City-Assisted Units" has the meaning set forth in Recital F.

(j) "City" has the meaning set forth in the first paragraph of this Agreement.

(k) "City Executive Officer" means the City's City Manager, or an authorized designee.

(l) "Development" has the meaning set forth in Paragraph C of the Recitals.

(m) "Escrow" means the escrow account established by the Grantee for the closing of Development financing with Ticor Title Company of California in its Los Angeles office, located at 660 S. Figueroa Street, #1888, Los Angeles, CA 90017 or another escrow company satisfactory to the City.

(n) "Event of Default" has the meaning set forth in Section 6.1.

(o) "Grant" has the meaning set forth in Paragraph D of the Recitals.

(p) "Grant Documents" means this Agreement, and the Use Restriction.

(q) "Grantee" has the meaning set forth in the first paragraph of this Agreement.

(r) "Hazardous Materials" has the meaning set forth in Section 4.5(a).

(s) “Hazardous Materials Claims” has the meaning set forth in Section 4.5(b).

(t) "Hazardous Materials Law" has the meaning set forth in Section 4.5(b).

(u) "Homekey Program" has the meaning set forth in Paragraph B of the Recitals.

(v) "Homekey Funds" means the Homekey Acquisition Funds provided by HCD under the Standard Agreement.

(w) "Homekey Term" means the period beginning on the date of this Agreement and ending on the tenth (10^{th}) anniversary of the Completion Date.

(x) "Homekey Regulations" has the meaning set forth in Paragraph B of the Recitals.

(y) "Improvements" has the meaning set forth in Paragraph C of the Recitals.

(z) "Notice of Completion" means the Notice of Completion executed by Grantee in the form specified in California Civil Code Section 3093.

(aa) "Owner" means 1675 Industrial Park, LP, a Delaware limited partnership.

(bb) "Permitted Transfer" has the meaning set forth in Section 4.11 (c).

(cc) "Property" has the meaning set forth in Exhibit A of this Agreement.

(dd) "Use Restriction" means the Regulatory Agreement and Declaration of Restrictive Covenants between the City and Grantee as described in the Standard Agreement related to the Grant and the Homekey Funds, to be recorded against the Grantee's fee interest in the Property.

(ee) "Schedule of Performance" means the schedule for performance of various tasks and obligations under this Agreement that is attached as Exhibit B, as such may be modified pursuant to Section 3.1."Services Budget" has the meaning set forth in Section 3.6.

(ff) "Services Plan" has the meaning set forth in Section 3.6.

(gg) "Program Participant" means a person or household that occupies a Unit in the Development meeting the Target Population.

(hh) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fourteenth (14th) anniversary of the Completion Date.

(ii) "Transfer" has the meaning set forth in Section 4.11.

(jj) "Unit" means one (1) of the approximately ninety-eight (98) affordable housing units to be constructed at the Development, including one (1) unrestricted manager's unit.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Schedule of Performance

ARTICLE 2.
GRANT PROVISIONS

Section 2.1 Grant.

Subject to the satisfaction of the conditions set forth in this Article, the City shall provide to Grantee the Grant, which the Grantee may use solely to fund the operating subsidy for the ninety-eight (98) City-Assisted Units at the Development for the Homekey Term, consistent with the terms of the Use Restriction and the Standard Agreement. Except as set forth in Section 2.4, Grantee has no obligation to repay the Grant.

Section 2.2 Security.

(a) Owner and Grantee shall also cause or permit the Use Restriction to be recorded against the fee interest in the Property, in first lien position. The Use Restriction shall not be subordinated.

Section 2.3 Forgiveness of Revocable Grant.

(a) Provided that no Default exists under this Agreement or the Use Restriction, without further action of the parties, the Grant shall be forgiven by Five Hundred Thousand Dollars

($500,000) for each year of the Homekey Term commencing on the first anniversary of the Effective Date.

Section 2.4 Revocation of Grant Upon Default.

Notwithstanding any provision herein to the contrary, and in addition to any other rights and remedies available to the City set forth in Article 6, upon a Default by Grantee or Owner, the City may revoke the outstanding balance of the Grant, and declare the outstanding balance of the Grant (other than any portion of the Grant that has been previously forgiven by the City as set forth in Section 2.3 above) to be immediately due and payable, subject to the non-recourse provisions set forth in Section 2.5.

Section 2.5 Non-Recourse.

Neither Grantee or Owner, nor any member of Grantee (that is not a Guarantor) or any partner of the Owner (that is not a Guarantor), shall have any direct or indirect personal liability for payment of the principal of, and interest on, the Grant.

Section 2.6 Conditions Precedent to Disbursement of Grant Funds.

(a) A special "Capitalized Operating Subsidy Reserve" shall be created and maintained as a segregated interest-bearing account held by the Grantee or Owner for the Homekey Term of this Agreement, subject to subsections (c) and (d) below. The Capitalized Operating Subsidy Reserve shall be capitalized in the amount of the City Grant. Any interest earned on funds in the Capitalized Operating Subsidy Reserve shall be added to and become part of the Capitalized Operating Subsidy Reserve.

(b) The Capitalized Operating Subsidy Reserve shall be used to pay monthly operating costs for City-Assisted Units occupied by income qualifying households from the Target Population, during the Term, and is expected to be drawn down completely within seven (7) years of the Term.

(c) The City shall disburse the City Grant in seven annual installments of $510,497. The initial payment shall be made by or before September 1, 2022, and subsequent payments shall be made annually by or before the anniversary of the effective date thereafter. The City shall have no obligation to make any disbursements or to take any other action under the Grant Documents unless the following conditions precedent are satisfied prior to each such disbursement of the Grant funds. There exists no Event of Default or any other financing agreements or contracts between the City and Grantee, Owner or their affiliates relating to the Development;

(1) Grantee has delivered to the City a copy of Grantee's organizational documents, including an Operating Agreement, and a corporate authorizing resolution authorizing Grantee's execution of this Agreement and the transactions contemplated by this Agreement;

(2) Owner has delivered to the City a copy of Owner's organizational documents, including a limited partnership agreement, and a corporate authorizing resolution authorizing Owner's execution of this Agreement and the transactions contemplated by this Agreement;

(3) Step Up has delivered to the City a copy of Step Up's organizational documents, and a corporate authorizing resolution authorizing Step Up's execution of this Agreement and the transactions contemplated by this Agreement;

(4) Grantee or Owner have closed, or are closing, on the Construction Loan and has provided the Grantee Equity into escrow;

(5) Grantee, Step Up and Owner have furnished the City with evidence of the insurance coverage meeting the requirements of Section 4.12 below;

(6) The City has received from Grantee and approved a form of program participation agreement;

(7) The City and the Grantee and Owner have agreed on a Participant Selection Plan;

(8) The City has received, from Grantee, Step Up and Owner, and approved a copy of the Services Plan for the provision of service to residents;

(9) Grantee or Owner have submitted a certification from the architect or a City approved Certified Access Specialist certifying that the Development will be rehabilitated in compliance with the accessibility requirements set forth in the Standard Agreement or has provided the City with other evidence that the Development, as built, complies with the accessibility requirements set forth in the Standard Agreement;

(10) The City has received from Grantee or Owner a copy of the Management Plan, and a management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager, in compliance with the terms of the Use Restriction;

(11) There exists no material adverse change in the financial condition of Grantee from that shown by the financial statements and other data and information furnished by Grantee to the City prior to the date of this Agreement;

(d) The Capitalized Operating Subsidy Reserve is intended to assure the affordability of the City-Assisted Units at the Development and shall not be transferable and must remain with the Development for the Term of this Agreement. During the Term of this Agreement, the Grantee and Owner shall be required to either: (1) allow the Capitalized Operating Subsidy Reserve to remain with the Development upon transfer; or (2) repay to the City any amounts remaining in the Capitalized Operating Subsidy Reserve as of the date of a transfer.

(e) Notwithstanding any other provisions of this Agreement, the City shall have no further obligation to disburse any portion of the Grant to Grantee or Owner under this

Agreement following: (i) termination of this Agreement; (ii) notification by the City to the Grantee of an Event of Default (excluding any Event of Default of the City) under terms of this Agreement until such time as the Event of Default has been cured.

ARTICLE 3.
GRANTEE OBLIGATIONS

Section 3.1 Schedule of Performance.

Subject to this Agreement, the Grantee shall perform the tasks described in the Schedule of Performance no later than the dates set forth in the Schedule of Performance, which shall at all times be in substantial conformance with the terms and conditions of the Standard Agreement. The Schedule of Performance may be modified in writing by Grantee and the City Executive Officer on behalf of the City without the need for formal amendment of this Agreement or further approval by the City Council .

Section 3.2 Conversion and Rehabilitation.

(a) Grantee shall be solely responsible to obtain all permits and approvals for the rehabilitation and operation of the Development. Grantee shall convert the Development to permanent housing and shall cause the commencement and completion of conversion of the Development to permanent housing no later than the dates set forth in the Standard Agreement.

(b) Grantee shall make Development available for occupancy as permanent housing in accordance with the terms of the Use Restriction. Grant funds provided to the Grantee may only be used to fund operating subsidies for Units that are occupied by eligible households.

Section 3.3 Prevailing Wages; Accessibility.

(a) Prevailing Wages. The funding of an operating subsidy is not a public work under the meaning set forth in Labor Code Section 1720. Nonetheless, if and to the extent required by law, in the rehabilitation of the Development, Grantee and Owner shall and shall cause all contractors and subcontractors to pay prevailing wages in performing any construction activities as may be required under federal Davis-Bacon Act (40 USC 3141-3148) and the labor compliance provisions to be provided by the City (if applicable), and pursuant to Labor Code Sections 1720 et seq. (the "Prevailing Wage Requirements"), and the implementing regulations of the Department of Industrial Relations (the "DIR"), to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., 1810-1815, and implementing regulations of the DIR.

(b) Grantee and Owners shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City and its City Council, officers and employees against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Grantee, its contractors and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq. and prevailing wage requirements of the federal Davis-Bacon Act (40 USC 3141-3148), to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations

of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR in connection with the performance of the development activities or any other work undertaken or in connection with the Property. The requirements in this subsection survive the termination of this Agreement.

(c) Accessibility Requirements. The Development will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

Section 3.4 Inspections.

(a) The Grantee and Owner shall permit and facilitate, observation and inspection of the Development by the City and by public authorities during reasonable business hours upon forty-eight (48) hours' written notice for the purposes of determining compliance with this Agreement, provided, however, that nothing in this Agreement shall entitle the City to enter an occupied unit in the Development without notice to the program participant thereof, which the Grantee and/or Owner shall deliver on behalf of the City, and permission from such program participant to the extent such permission is required by law. Such inspections do not relieve the Grantee, or its contractors, from any applicable requirement to obtain other City or City inspections in connection with the conversion of the Improvements.

(b) After the completion of an inspection the City shall deliver a copy of the inspection report to the Grantee. If the City determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development, the Grantee shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 3.5 Approved Financing Plan.

As of the date of this Agreement, the City has approved the Approved Financing Plan. Grantee shall submit any proposed or required amendments to the Approved Financing Plan, along with evidence that the changes to the Approved Financing Plan are reasonable and necessary, to the City for approval within fifteen (15) days of the date Grantee receives information indicating that actual costs of the Development materially vary or will vary from the costs shown on the Approved Financing Plan, which approval shall not be unreasonably withheld or delayed. The City will respond in writing within seven (7) days after receipt of a proposed amendment to the Approved Financing Plan.

(a) Step Up will be providing on-site services to all program participants in the Development which are required under the Homekey Program (the "Social Services"). By the time specified in the Schedule, Step Up shall submit to the City for approval a proposed services plan which shall include written guidelines or procedures for providing the Social Services (the "Services Plan"), and a proposed budget for the provision of Social Services (the "Services Budget").

(b) The Services Plan shall include the types of Social Services provided, staffing levels, and overall coordination of the Social Services.

(c) Upon receipt of the proposed Services Plan and Services Budget, the City shall promptly review the proposed Services Plan and Services Budget and shall approve or disapprove them within fifteen (15) days after submission. If either the Services Plan or Services Budget is not approved, Step Up shall submit a revised Services Plan and/or Services Budget within fifteen (15) days following Step Up's receipt of the City's written disapproval. If the City does not approve the revised Services Plan and/or Services Budget because the Step Up fails to make specific revisions requested by the City, Step Up, the Grantee and Owner shall be in default hereunder. If the City does not approve or disapprove updates to Resident Services Plan or Resident Services Budget within the timeframe specified herein, then the Resident Services Plan or Resident Services Budget, as applicable, from the prior year shall remain in effect.

ARTICLE 4.
GRANT REQUIREMENTS

Section 4.1 Annual Operating Budget.

At the beginning of each year of the Term, Grantee or Owner shall provide to the City an annual budget for the operation of the Development.

Section 4.2 Information.

Grantee, Step Up, and Owner shall provide any information related to the Development reasonably requested by the City in connection with the Development, including (but not limited to) any information required by HCD in connection with the Standard Agreement, and any information required by the City in connection with the Grantee's use of the Grant funds.

Section 4.3 Records.

(a) Grantee, Step Up, and Owner shall keep and maintain at the Development, or at the corporate offices of the Grantee or the Owner's general partner, or elsewhere with the City's written consent, full, complete and appropriate books, records and accounts relating to the Development. Books, records and accounts relating to Grantee's compliance with the terms, provisions, covenants and conditions of this Agreement. All applicable financial documents are to be kept and maintained in accordance with generally accepted accounting principles consistently applied. All such books, records, and accounts shall at reasonable times be open to and available for inspection and copying by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours and forty-eight hours' prior written notice to Grantee and Owner. Grantee, Step Up and Owner shall preserve such records for a period of not less than five (5) years after the expiration of the Standard Agreement. Copies of all tax returns and other reports that Grantee or Owner may be required to furnish to any governmental agency are to be open for inspection by the City at all reasonable times at the place that the books, records and accounts of Grantee, Step Up or Owner are kept. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Grant is pending at the end of the record retention period stated herein, then Grantee, Step Up and Owner shall retain the

records until such action and all related issues are resolved. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken under the Standard Agreement;

(2) Records providing a full description of the activities undertaken with the use of the Grant funds;

(3) Records documenting compliance with the Participant Selection Plan and all applicable fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Records demonstrating compliance with Use Restriction;

(5) Records demonstrating compliance with all applicable accessibility requirements;

(6) Records demonstrating compliance with any applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and

(7) Records demonstrating compliance with any applicable labor requirements (including certified payrolls from Grantee or Owner's general contractor evidencing that applicable prevailing wages have been paid if it has been deemed a prevailing wage is required to be paid.

(b) The City shall notify Grantee or Owner of any records it deems insufficient. Grantee has thirty (30) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than thirty (30) days is reasonably necessary to correct the deficiency, then Grantee must begin to correct the deficiency within thirty (30) days and correct the deficiency as soon as reasonably possible.

Section 4.4 City Grant Requirements.

(a) Grantee, Step Up and Owner shall, at all times during the Term hereof, comply with all applicable laws and regulations governing the use of the Homekey Funds under the Standard Agreement. Grantee shall also comply with the laws and regulations governing the use of the Grant funds including (but not limited to) the following:

(1) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Construction Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086,

11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608, Executive Order 13672 concerning Gender Identity.

(2) Relocation. The parties agree and acknowledge that the project contemplated under this Agreement is not expected to result in any displacement. From and after the Closing, if and to the extent the rehabilitation of Development results in the permanent or temporary displacement of residential tenants, program participants, homeowners, or businesses, then the Grantee shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; 24 C.F.R. 570.606; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Grantee and Owner shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Grantee and Owner shall defend (with counsel reasonably selected by the City) the City, its governing board members, officers, representatives, agents, assigns and employees against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Grantee or the City) to satisfy relocation obligations related to the rehabilitation of the Development. This obligation to indemnify shall survive termination of this Agreement.

(3) Homekey Regulations. Any other HCD regulations present or as may be amended, added, or waived in the future pertaining to the Homekey Funds.

Section 4.5 Hazardous Materials.

(a) Grantee and Owner shall keep and maintain the Property in compliance with, and may not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Grantee and Owner may not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in rehabilitation of projects like the Development or kept and used in and about residential property of this type.

(b) Grantee or Owner shall immediately advise the City in writing if at any time it receives written notice of: (1) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Grantee or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous

Materials, ("Hazardous Materials Law"); (2) all claims made or threatened by any third party against Grantee, Owner or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (1) and (2) above are hereinafter referred to as "Hazardous Materials Claims"); and (3) Grantee's or Owner's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" (as defined in California Health and Safety Code Section 25117.4) under the provision of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Grantee or Owner. Grantee and Owner shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (1) all foreseeable consequential damages; (2) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans and (3) all reasonable costs and expenses incurred by the City in connection with clauses (1) and (2), including but not limited to reasonable attorneys' fees and consultant's fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (A) losses attributable to diminution in the value of the Property; (B) loss or restriction of use of rentable space on the Property; (C) adverse effect on the marketing of any rental space on the Property; and (D) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement.

(d) Without the City's prior written consent, which will not be unreasonably withheld, neither Grantee or Owner may take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property (other than in emergency situations or as required by governmental agencies having jurisdiction), nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims.

Section 4.6 Maintenance and Damage.

(a) During the Term, Grantee or Owner shall maintain the Development in good repair and in a neat, clean and orderly condition, consistent with quality affordable housing developments owned or operated by Shangri-La or Shangri-La affiliates and in compliance with the City approved Management Plan. If there arises a condition in contravention of this requirement, and if Grantee or Owner have not cured such condition within thirty (30) days after receiving written notice from the City of such a condition, if Grantee or Owner are incapable of curing a default within such thirty (30) day period, the City will give the Grantee or Owner ninety

(90) days to cure such default provided Grantee or Owner has commenced to cure within such thirty (30) day period and is diligently proceeding to cure such default through the end of such period, then in addition to any other rights available to the City, the City may perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property, subject to the provisions provided in subsection (b) below.

(b) Subject to the requirements of Senior Lenders, and if economically feasible in the City's judgment after consultation with Grantee and Owner, if any improvement now or in the future on the Property is damaged or destroyed, then Grantee or Owner shall, at its cost and expense, diligently undertake to repair or restore such improvement. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the City in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance proceeds, and is to be completed within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance proceeds are insufficient for such purpose, then Grantee or Owner shall make up the deficiency. If Grantee or Owner do not promptly make such repairs then any insurance proceeds collected for such damage or destruction are to be promptly delivered by Grantee or Owner to the City as a special repayment of the Grant, subject to the rights of the Senior Lenders, as applicable.

Section 4.7 Fees and Taxes.

(a) Grantee and Owner are solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles.

(b) City acknowledges that the Grantee or Owner intend to apply to the State Board of Equalization for a welfare exemption from property taxes under California Revenue and Taxation Code Section 214 for the Development.

Section 4.8 Notice of Litigation.

Grantee, Step Up, and Owner shall promptly notify the City in writing of any litigation related to the Development, and any litigation related to the Grantee, Step Up, or Owner for which the amount claimed or at issue is in excess of Fifty Thousand Dollars ($50,000), and of any claims or disputes that involve a material risk of such litigation. The conditions and obligations set forth in this Section shall apply for the entire Term of this Agreement.

Section 4.9 Operation of Development as Affordable Housing.

(a) Grantee and Owner shall operate the Development as an affordable housing development consistent with: (1) HCD's requirements for use of the Homekey Funds and the terms and conditions set forth in the Standard Agreement; (2) the Use Restriction; and (3) any other regulatory requirements imposed on Grantee including but not limited to regulatory agreements associated with the City Grant.

(b) Before leasing any City-Assisted Unit in the Development, Grantee or Owner shall submit proposed form of program participation agreement for the City's review and approval. Any program participation agreement for any unit in the Development or refusal to renew must be preceded by not less than sixty (60) days written notice to the Program Participant by Grantee specifying the grounds for the action.

(c) Before letting any City-Assisted Unit in the Development, Grantee, Owner, Step Up, and the City shall agree upon a written program participant selection plan for the Development (the "Participant Selection Plan").

(d) Grantee and Owner shall evaluate the income eligibility of each Program Participant in Units pursuant to the City's approved eligibility certification procedures within sixty (60) days before the household's expected occupancy of one of the Units. For all City-Assisted Units, Grantee or Owner shall certify or cause the property manager to certify each Program Participant's continued program eligibility an annual basis.

(e) Grantee or Owner shall maintain all documents setting forth the program eligibility, as applicable, household income of each household occupying a Unit, and the total amount for contribution, utilities, and related services charged to each household occupying the Development, as prescribed by the Use Restriction and all other recorded regulatory restrictions.

Section 4.10 Nondiscrimination.

(a) Grantee, Step Up, and Owner herein covenant by and for themselves, their heirs, executors, administrators, successors and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of program participants, tenants, lessees, subtenants, sublessees or vendees in the Property. Grantee shall comply with Executive Orders 11246, 11375, 11625, 12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and local laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Notwithstanding the above, with respect to familial status, the above should not be construed to apply to housing for older persons as defined in Section 12955.9 of the Government Code and other applicable sections of the Civil Code as identified in Health and Safety Code Section 33050(b). The foregoing covenant will run with the land.

Section 4.11 Transfer.

(a) Definition. For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (1) any rights and/or duties under this Agreement; and/or (2) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a fee interest, a security

interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Grantee retains title. The term "Transfer" excludes the leasing of a Unit in the Development to an occupant in compliance with the Use Restriction. The City Executive Officer is authorized to execute assignment and assumption agreements on behalf of the City to implement any approved Transfer.

(b) Prohibition. Except as expressly permitted in this Agreement, the Grantee represents and agrees that the Grantee shall not make or create, or suffer to be made or created, any Transfer, either voluntarily or by operation of law without the prior written approval of the City.

(1) The limitations on Transfers set forth in this Section shall apply throughout the Term.

(2) Any Transfer made in contravention of this Section shall be void and shall be deemed to be a default under this Agreement whether or not the Grantee knew of or participated in such Transfer.

(c) Permitted Transfers. Notwithstanding the foregoing, the following are permitted Transfers shall be permitted and are hereby approved by the City (each a "Permitted Transfer"):

(1) Any Transfer creating a Security Financing Interest either: (A) permitted pursuant to the Approved Financing Plan; or (B) created as a result of a loan made to developer that replaces any existing Senior Lender.

(2) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest or as otherwise permitted under this Agreement.

(3) Except as set forth in subsection (c) above, during the Term, Grantee will not refinance, re-syndicate, take out a line of credit or otherwise further encumber the property or restructure the debt constituting the Approved Financing without prior notification to the City.

Section 4.12 Insurance Requirements.

(a) Grantee, Step Up and Owner shall maintain the following insurance coverage throughout the Term of the Grant written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII". If the Grantee, Step Up or Owner uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Grantee, Step Up, and Owner agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is

determined by the scope of the contract services and the requirements set forth in the Standard Agreement.

(b) Without in anyway affecting the indemnity herein provided and in addition thereto, the Grantee, Step Up, and Owner shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

(1) Workers' Compensation/Employers Liability.

(A) Workers' Compensation A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $1,000,000 limits covering all persons including volunteers providing services on behalf of the Grantee and all risks to such persons under this Agreement. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California, the Department of Housing and Community Development and the City will be attached to the certificate – per the Standard Agreement and the NOFA.

(B) If Grantee, Step Up, or Owner have no employees, each may certify or warrant to the City, that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the City's Director of Risk Management.

(C) With respect to borrowers that are non-profit corporations organized under California or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

(2) Commercial General Liability. General Liability Insurance covering all operations performed by or on behalf of Grantee, Step Up, and Owner providing coverage for bodily injury and property damage with a combined single limit of not less than One Million Dollars ($1,000,000), per occurrence and Two Million Dollars ($2,000,000) aggregate for bodily injury and property damage liability. The policy coverage must include:

(A) Premises operations and mobile equipment.

(B) Products and completed operations.

(C) Broad form property damage (including completed operations).

(D) Explosion, collapse, and underground hazards.

(E) Personal injury.

(F) Contractual liability.

(G) Name the State of California, the Department of Housing and Community Development and the City, as well as the respective appointees, officers, agents,

and employees of each, as additional insured, but only with respect to work performed under the contract – per the Standard Agreement and the NOFA.

(3) Commercial Automobile Liability.

(A) Primary insurance coverage must be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol I (any auto). The policy will also name the State of California, the Department of Housing and Community Development, and the City, as well as the respective appointees, officers, agents, and employees of each, as additional insureds, but only with respect to work performed under the contract – per the Standard Agreement and the NOFA.

(B) The policy must have a combined single limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage, per occurrence.

(C) If the Grantee, Step Up or Owner is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy must have a combined single limit of Two Million Dollars ($2,000,000) for bodily injury and property damage per occurrence.

(D) If the Grantee, Step Up, or Owner own no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Builder's Risk/Installation Floater

(A) Builders Risk/Installation Floater insurance to cover the labor, materials, and equipment to be used for completion of the work performed under this contract against all risks of direct physical loss, excluding earthquake and flood, for an amount not less that the full amount of the property and/or materials being installed and/or constructed on or within the facility.

(c) Insurance Review – Insurance requirements are subject to periodic review by the City. The City's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the City. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the City, inflation, or any other item reasonably related to the City's risk.

Section 4.13 Anti-Lobbying Certification.

(a) Grantee, Step Up, and Owner, certify, to the best of Grantee's Step Up's and Owner's respective knowledge or belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

(2) 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 the awarding of any federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

Section 4.14 Covenants Regarding Approved Financing.

(a) Grantee and Owner shall promptly pay the principal and interest when due on any Approved Financing.

(b) Grantee and Owner shall promptly notify the City in writing of the existence of any default under any documents evidencing Approved Financing.

(c) .

Section 4.15 Affordability and Project Monitoring.

(a) Throughout the Term, the Grantee and Owner shall comply with all applicable record keeping and monitoring requirements set forth in the Homekey Regulations and shall annually complete and submit to City a Certification of Continuing Program Compliance.

(b) Representatives of the City (and HCD or its authorized representatives) shall be entitled to enter the Property upon at least forty-eight (48) hours' notice at reasonable times to monitor compliance with this Agreement to inspect the records of the Development with respect to the City-Assisted Units, and to conduct an independent audit of such records. The Grantee and Owner agree to cooperate with the City in making the Property available for such inspection. If for any reason the City is unable to obtain the Grantee's or Owner's consent to such an inspection, the Grantee and Owner understand and agree that the City may obtain, at the Grantee or Owner's expense, an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property.

(c) The Grantee and Owner agree to maintain records in a business-like manner and to make such records available to the City upon forty-eight (48) hours' notice at reasonable

times. Unless the City otherwise approves, such records shall be maintained for the most recent five years until five years after the expiration of the Homekey Term.

(d) Throughout the Term, the Grantee and Owner grant the City inspection rights as set forth in Section 3.4 above, and Grantee and Owner shall make best efforts to allow the City to comply with all applicable physical monitoring requirements.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties of Grantee.

Grantee hereby represents and warrants to the City as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. The Grantee shall immediately advise the City in writing if there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Grantee is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of the Grantee delivered to the City are true and correct copies of the originals.

(b) Authority of Grantee. Grantee has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Grantee, and all actions required under Grantee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Grantee enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any

provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Grantee, or any provision of the organizational documents of Grantee, or will conflict with or constitute a breach of or a default under any agreement to which Grantee is a party, or will result in the creation or imposition of any lien upon any assets or property of Grantee, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Grantee is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Grantee, threatened against or affecting Grantee or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Grantee, materially affect Grantee's ability to repay the Grant or impair the security to be given to the City pursuant hereto.

(h) Title to Land. At the time of recordation of the Use Restriction, Grantee will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens ancillary to the Approved Financing and liens in favor of the City or approved in writing by the City.

(i) Financial Statements. The financial statements of Grantee and other financial data and information furnished by Grantee to the City fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Grantee from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Grantee holds or reasonably expects to receive firm financial commitments for sufficient funds to complete the acquisition of the Property and the conversion of the Development in accordance with the Standard Agreement.

(k) Taxes. Grantee and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Grantee or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Grantee and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of Grantee to perform under any Grant Document to which

it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against Grantee of any Grant Document.

Section 5.2 Representations and Warranties of Owner.

Owner hereby represents and warrants to the City as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. The Owner shall immediately advise the City in writing if there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Owner is duly organized, validly existing and in good standing under the laws of the State of Delaware and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of the Owner delivered to the City are true and correct copies of the originals.

(b) Authority of Owner. Owner has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Owner, and all actions required under Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Owner enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Owner, or any provision of the organizational documents of Owner, or will conflict with or constitute a breach of or a default under any agreement to which Owner is a party, or will result in the creation or imposition of any lien upon any assets or property of Owner, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Owner is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Owner, threatened against or affecting Owner or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Owner, materially affect Owner's ability to repay the Grant or impair the security to be given to the City pursuant hereto.

(h) Title to Land. At the time of recordation of the Use Restriction, Owner will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and liens ancillary to the Approved Financing and liens in favor of the City or approved in writing by the City.

(i) Financial Statements. The financial statements of Owner and other financial data and information furnished by Owner to the City fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Owner from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Owner holds or reasonably expects to receive firm financial commitments for sufficient funds to complete the acquisition of the Property and the conversion of the Development in accordance with the Standard Agreement.

(k) Taxes. Owner and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Owner or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect upon the Property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Owner and its subsidiaries, taken as a whole, which would be expected to result in a material impairment of the ability of Owner to perform under any Grant Document to which it is a party, or a material adverse effect upon the legality, validity, binding effect or enforceability against Owner of any Grant Document.

Section 5.3 Representations and Warranties of Step Up.

Step Up hereby represents and warrants to the City as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during the Term. Step Up shall immediately advise the City in writing if

there is any material change relating to any matters set forth or referenced in the items set forth below:

(a) Organization. Step Up is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. Copies of the documents evidencing the organization of Step Up delivered to the City are true and correct copies of the originals.

(b) Authority of Step Up. Step Up has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Step Up, and all actions required under Step Up's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Grant Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Grant Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Step Up enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Grant Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Step Up, or any provision of the organizational documents of Step Up, or will conflict with or constitute a breach of or a default under any agreement to which Step Up is a party, or will result in the creation or imposition of any lien upon any assets or property of Step Up, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The conversion of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Except as disclosed to the City in the estoppel certificate provide by Step Up to the City, Step Up is not in default under any law or regulation or

under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Step Up, threatened against or affecting Step Up or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Step Up, materially affect Step Up's ability to perform the obligations to the City pursuant hereto.

ARTICLE 6.
DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) Subject to Section 7.15, each of the following constitutes an "Event of Default" by Grantee under this Agreement:

(1) Failure under Standard Agreement. Failure of Grantee or Owner to obtain permits, commence, and prosecute to completion, conversion of the Development within the times set forth and in compliance with the requirements of the Standard Agreement. Any failure under this section will not be considered an Event of Default if it is not formally identified as such by HCD, and in any event, may be cured by Grantee or Owner within 120 days.

(2) Failure to Comply with the Management Plan. Failure to comply with the Management Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Grantee, Step Up and Owner, which notice provides reasonable detail of the default and the required cure for such default.

(3) Failure to Comply with the Participant Selection Plan. Failure to comply with the Participant Selection Plan approved by the City and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the City to the Grantee, Step Up, and Owner, which notice provides reasonable detail of the default and the required cure for such default.

(4) Breach of Covenants. Failure by Grantee, Step Up, or Owner to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Grant Documents, and Grantee, Step Up, or Owner fail to cure such default within forty-five (45) days after receipt of written notice thereof from the City to Grantee Step Up, and Owner, if Grantee, Step Up, or Owner are incapable of curing a default within such forty-five (45) day period, the City will give the Grantee, Step Up, or Owner one hundred twenty (120) days to cure such default provided Grantee, Step Up, or Owner have commenced to cure within such forty-five (45) day period and is diligently proceeding to cure such default through the end of such period; provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control.

(5) Insolvency. A court having jurisdiction makes or enters any decree or order: (1) adjudging Grantee or Owner to be bankrupt or insolvent; (2) approving as properly filed a petition seeking reorganization of Grantee or Owner, or seeking any arrangement for Grantee or Owner under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (3) appointing a receiver, trustee, liquidator,

or assignee of Grantee or Owner in bankruptcy or insolvency or for any of their properties; (4) directing the winding up or liquidation of Grantee or Owner if any such decree or order described in clauses (1) to (4), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (5) Grantee or Owner admit in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive.

(6) Assignment; Attachment. Grantee or Owner assigns their assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution.

(7) Suspension; Termination. Grantee, or Owner or its general partner, shall have: (1) the operation of their business voluntarily or involuntarily suspended by the State of California, (2) voluntarily stopped or terminated the operation of their business; (3) the Grantee or Owner shall have the operation of the partnership voluntarily or involuntarily dissolved, suspended or terminated by the State of California or Delaware.

(8) Unauthorized Transfer. Any Transfer other than as permitted pursuant to Section 4.12.

(9) Failure to Timely Occupancy. Failure of Grantee or Owner to make the City-Assisted Units available for occupancy within the time specified in the Standard Agreement. Any failure under this section will not be considered an Event of Default if it is not formally identified as such by HCD, and in any event, may be cured by Grantee or Owner within 120 days.

Section 6.2 Remedies.

(a) Upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, gives the City the right to proceed with any and all remedies set forth in this Agreement and the Grant Documents, including but not limited to the following:

(A) Revocation of Grant. The City may demand that any portion of the Grant not forgiven pursuant to Section 2.3 above, together with any accrued interest thereon, to become immediately due and payable.

(B) Specific Performance. The City has the right to mandamus or other suit, action or proceeding at law or in equity to require Grantee, Step Up, and Owner to perform their obligations and covenants under the Grant Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Grant Documents.

(C) Termination. The City has the right to terminate this Agreement and, at its sole option, to seek any remedies at law or equity available hereunder.

Section 6.3 Right of Contest.

Grantee and Owner may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and, as to a default related to a third party or third party event, in a manner unprejudicial to the City or the rights of the City hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Agreement or the Grant Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy will be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Grantee, Step Up or Owner and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7.
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Grantee, Step Up or Owner or their agents, employees or contractors, and Grantee, Step Up and Owner will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Grantee, Step Up, and Owner have and retain the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regard to the rehabilitation and operation of the Development, Grantee and Owner are solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Grantee, Step Up and Owner are solely responsible for their own acts and those of their agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the City by any person that Grantee, Step Up or Owner may have employed or with whom Grantee, Step Up, or Owner may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the tenancy of the Property, the rehabilitation or operation of the Development, and Grantee, Step Up and Owner shall include similar requirements in any contracts entered into for the rehabilitation or operation of the Development.

Section 7.3 Indemnification.

The Grantee, Step Up and Owner, each agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless the City and its authorized officers, employees, agents and volunteers ("Indemnities") from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the City on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnities, except as provided in the following sentence. The indemnification obligations apply to the City's "active" as well as "passive" negligence but does not apply to the City's "gross negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The provisions of this Section shall not be limited by the existence of insurance and will survive the expiration of the Term.

Section 7.4 Non-Liability of City Officials, Employees and Agents.

No board member, official, employee or agent of the City is personally liable to Grantee, Step Up, or Owner in the event of any default or breach by the City or for any amount that may become due to Grantee, Step Up, or Owner or their successor or on any obligation under the terms of this Agreement.

Section 7.5 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.6 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.6(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or financial benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Grantee, Step Up, and Owner shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of Section 7.6(a) above apply to any person who is an employee, agent, consultant, officer of the City, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code Section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Grantee, or immediate family member of any of the preceding, may make or participate in a decision, made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Grantee. Interpretation of this Section is governed by the definitions and provisions used in the

Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.7 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City:

City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373
Attn: Mayor Paul T. Barich

with a copy to:

City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373
Attn: City Attorney

Grantee:

Shangri-La Industries, LLC
c/o Shangri-La Industries
660 S Figueroa St, Suite 1888
Los Angeles, CA 90017-3433
Attn: Andy Meyers/Cody Holmes

Owner:

1675 Industrial Park, LP
c/o Shangri-La Industries
660 S Figueroa St, Suite 1888
Los Angeles, CA 90017-3433
Attn: Andy Meyers/Cody Holmes

with a copy to:

Cornelius & Cohanghadosh, APC
23801 Calabasas Rd., Suite 100
Calabasas, CA 91302
Attn: Alex Cornelius

Step Up:

Step Up on Second Street, Inc.
1328 Second Street
Santa Monica, CA 90401-1122
Attn: Tod Lipka, President and Chief Executive Officer

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.8 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The City Executive Officer is authorized to execute on behalf of the City amendments to the Grant Documents or amended and restated Grant Documents.

Section 7.9 City Approval.

The City has authorized the City Executive Officer or designee to execute the ancillary Grant documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Grant and the existence of defaults under the Grant Documents, including subordination agreements substantially consistent with the terms of Section 2.7 above.

Section 7.10 Applicable Law and Venue.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Grantee and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the City and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless

the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of god; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather or soils conditions which, in the opinion of the Grantee's or Owner's contractor, will necessitate delays; inability to secure necessary labor, materials or tools; acts of the other party; acts or failure to act of any public or governmental City or entity (other than the acts or failure to act of the City); or any other causes (other than the Grantee's inability to obtain financing for the Improvements) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) business days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) business days of receipt of the notice. Times of performance under this Agreement may also be extended in writing by the City and the Grantee. In no event shall the cumulative delays during the Term of this Agreement exceed three hundred and sixty (360) days, unless otherwise agreed to by the Parties in writing. As allowed under Section 7.20 of this Agreement, the City Executive Officer at the City Executive Officer's reasonable discretion may extend the cumulative delay limit without need for additional Board of Supervisor approval.

Section 7.15 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties.

The Grant Documents constitute the entire agreement of the Parties with respect to the Grant.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.19 Action by the City. Except as may be otherwise specifically provided in this Agreement or any other of the Grant Documents, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement or any other of the Grant Documents, such action shall be given, made, taken, refused, denied or withheld by the City Executive Officer, at the City Executive Officer's reasonable discretion (unless some other standard is expressly stated), or by any person who shall have been designated in writing to the Borrowers by the City Executive Officer, without further approval by the City Council. Any such action shall be in writing.

WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

[***Signatures On Next Page***]

GRANTEE:
Shangri-La Industries, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

OWNER:

1675 Industrial Park, LP, a Delaware limited partnership

By: _____

Name: _____

Its: _____

Date: _____

STEP UP:

STEP UP ON SECOND STREET, INC., a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

Date: _____

[***Signature Page Continues***]

CITY:

CITY OF REDLANDS, a political subdivision of the State of California

By: _____
Name: Paul T. Barich
Title: Mayor

Date: _____

ATTEST:

_____
Jeanne Donaldson
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, City of Redlands, and is described as follows:

APN: 0292063380000

H L WILLIAMS TR PTN LOT 2 BLK 1 LYING SLY OF LI DESC AS COM AT PT ON W LI SD LOT S O DEG 25 MIN 34 SECONDS E 198.80 FT FROM NW COR THEREOF TH N 89 DEG 34 MIN 16 SECONDS E 469.83 FT TH ALG A TANGENT CURVE CONCAVE SWLY WITH RADIUS OF 370 FT THRU ANGLE OF 30 DEG 55 MIN 23 SECONDS 199.69 FT TO E LI SD LOT EXE 475 FT THEREOF MEAS AT R/A TO AND PARALLEL WITH E LI SD LOT AND EX ST 7-17-87

EXHIBIT B

SCHEDULE OF PERFORMANCE

This Schedule of Performance sets forth the schedule for various activities under the Agreement to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Times for performance are subject to Force Majeure, as further provided in Section 7.15 of the Agreement, and the notice and cure rights as further provided in Section of the Agreement.

As provided in the Agreement, this Schedule of Performance may only be modified in a writing executed by all Parties, in accordance with Section 7.9 of the Agreement.

Milestone	**Date**
Execute Standard Agreement	May 24, 2022
Execute Grant Documents	On or before July 30, 2022
Submit Evidence of Insurance	Prior to Acquisition Closing
Close on Acquisition Financing, Construction Financing and Acquire Property	On or before June 29, 2022
Submit and obtain approval of Management Plan and Social Services Plan	On or before November 15, 2022
Submit nondiscrimination policy in accordance with Exhibit D of the Standard Agreement	On or before November 15, 2022
Draft Regulatory Agreement for use restriction	On or before November 15, 2022
Final HCD-approved Regulatory Agreement or other use restriction recorded against the project real property	On or before March 14, 2023
Submit plans and application(s) for plan check and building permit to City of Redlands	On or before March 25, 2022
City Grant Issuance	In seven installments on or before July 15 annually after initial plans and application submittal
Obtain Building Permits	Within thirty (30) calendar days of building plan and application submittal
Begin rehabilitation and Unit conversion	Within thirty (30) business days from obtaining Building Permits
Complete rehabilitation and unit conversion	On or before March 14, 2023
Provide to the City, project information for Homekey Program and Expenditure Report as outlined in Section 601 of the NOFA	Annually for five (5) years on January 15th for the prior calendar year (January 1 to December 31)