



## **UPLAND CITY COUNCIL**

### **AGENDA**

**February 24, 2020  
City Council Chamber**

**DEBBIE STONE, MAYOR  
RICKY FELIX, MAYOR PRO TEM  
JANICE ELLIOTT, COUNCILMEMBER  
RUDY ZUNIGA, COUNCILMEMBER  
BILL VELTO, COUNCILMEMBER**

**ROSEMARY HOERNING, CITY MANAGER  
STEVEN FLOWER, INTERIM CITY ATTORNEY**

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#### **DISRUPTION OF MEETINGS**

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

**\*\*\*\*\***

**6:00 PM - Closed Session**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. ADDITIONS-DELETIONS TO AGENDA**
- 3. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

- 4. CLOSED SESSION**

- A. CLOSED SESSION PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54957  
Title: City Manager
- B. CLOSED SESSION CONFERENCE WITH LABOR NEGOTIATORS  
Government Code Section 54957.6  
Unrepresented employee: City Manager  
City designated representative: Interim City Attorney

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**7:00 PM**

**5. INVOCATION**

Pastor Wesley Menke, Grace Lutheran Church

**6. PLEDGE OF ALLEGIANCE**

**7. PRESENTATIONS**

Update on the 2020 Census by Omar Becerra of the U.S. Census Bureau

Update on the I-10 Express Lanes project by San Bernardino County Transportation Authority Chief of Legislative and Public Affairs Tim Watkins

Homeless Services Update by Homeless Services Coordinator Ashley Esquivel

**8. CITY ATTORNEY**

**9. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on any item listed on the agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. Speakers will be given five (5) minutes during public hearings. The use of visual aids will be included in the time limit.

**10. COUNCIL COMMUNICATIONS**

**11. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

A. APPROVAL OF MINUTES

Approve the Special Workshop Minutes of February 8, 2020 and Regular Meeting Minutes of February 10, 2020. (Staff Person: Keri Johnson)

B. APPROVAL OF FINAL MAP TPM 20045 AND ACCEPTANCE OF SUBDIVISION AGREEMENTS AND IMPROVEMENT BONDS FOR KB HOMES

Approve the final map for TPM 20045 and authorize the City Manager to execute the subdivision agreements, both public and private. It is further recommended that the City Council accept the faithful performance and labor and materials security bonds for both public and private

improvements and authorize recordation of the Final Tract Map 20045.  
(Staff Person: Steve Nix)

C. USED OIL PAYMENT PROGRAM (OPP CYCLE 10) GRANT

Accept the Used Oil Payment Program Cycle 10 Grant Award of \$21,154.  
(Staff Person: Steve Nix)

D. REPLACEMENT OF PUBLIC WORKS SERVICE YARD FUEL ISLAND FUEL DISPENSERS

Authorize the purchase of four (4) Gasboy fuel dispensers from Western Pump in the amount of \$49,016.30, approve the installation of the Fuel Island Dispenser equipment by P. F. Services Inc. in the amount of \$16,710.00 and authorize a contingency in the amount of \$6,573.70, for a total amount of \$72,300.00. It is further recommended that the City Council un-reserve General Fund, fund balance of \$50,000.00 and transfer these funds to Fleet Maintenance and appropriate an additional \$22,300.00 from the Fleet Maintenance fund balance for these project expenses.  
(Staff Person: Steve Nix)

## 12. PUBLIC HEARINGS

A. CONSIDERATION OF A STREET VACATION, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, DESIGN REVIEW AND ENVIRONMENTAL ASSESSMENT REVIEW FOR THE DEVELOPMENT OF A NEW DRIVE-THROUGH COFFEE SHOP WITHIN THE EXISTING SHOPPING CENTER LOCATED AT 275 EAST FOOTHILL BOULEVARD (APN: 1045-551-04)

The City Council will hold a public hearing to consider a street vacation, conditional use permit, site plan review, design review, and environmental assessment review for the development of a Starbucks drive-through coffee shop. (Staff Person: Robert Dalquest)

Recommendation: 1) Hold public hearing

2) Close public hearing

3) Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines.

4) Adopt a Resolution approving Street Vacation No. SV-19-01, to vacate 3,983 square feet of a portion of the frontage road on the north side of Foothill Boulevard right-of-way, located approximately 175 linear feet east of the intersection of Foothill Boulevard and Second Avenue.

5) Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines.

6) Adopt a Resolution approving Conditional Use Permit No. CUP-19-08, Site Plan Review No. SP-19-05, Design Review No. DR-19-08, and Environmental Assessment Review No. EAR-0082 for the establishment of a new 2,049 square foot drive-through coffee shop (Starbucks) with outdoor seating located within an existing shopping center located at 275 E. Foothill Blvd (APN: 1045-551-04).

## 13. COUNCIL COMMITTEE REPORTS

#### **14. BUSINESS ITEMS**

##### **A. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR GRAFFITI REMOVAL AND ABATEMENT**

Approve a Professional Services Agreement with Graffiti Protective Coatings, Inc. for graffiti removal and abatement; and authorize the City Manager to execute any and all necessary and related documents to implement the agreement.(Staff Person: Steve Nix)

#### **15. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on any item not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

#### **16. CITY MANAGER**

#### **17. ADJOURNMENT**

The next regularly scheduled City Council meeting is Monday, March 9, 2020.

**NOTE:** If you challenge the public hearing(s) or the related environmental determinations 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 of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at [www.uplandca.gov](http://www.uplandca.gov).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 931-4120. 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]

**POSTING STATEMENT:** On February 20, 2020 a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall) and the City website at [www.uplandca.gov](http://www.uplandca.gov).

**MINUTES OF THE SPECIAL WORKSHOP OF THE  
UPLAND CITY COUNCIL  
FEBRUARY 8, 2020**

**OPENING**

The special workshop of the Upland City Council was called to order by Mayor Debbie Stone at 9:31 a.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Interim City Manager Rosemary Hoerning and City Clerk Keri Johnson

**2. ORAL COMMUNICATIONS**

Natasha Walton, stated the importance of collecting development fees to provide for building and maintaining parks within the City.

Dede Ramella, questioned the reasons for the goal setting workshop and stated opposition to rezoning of land and regional planning.

**3. GOAL SETTING WORKSHOP**

Interim City Manager Hoerning provided an overview of the next steps in the goal setting process and introduced Management Consultant Paul Conor, with Edward Professional Advisors, who provided a PowerPoint presentation recapping the previous workshop and providing a framework for the next steps.

There was discussion on each of the four priority categories previously established by the Council which include; finance, community desirability, infrastructure, and personnel.

At 10:45 a.m. Mayor Stone called a recess and the City Council reconvened in open session at 10:55 a.m.

The Council provided their top three goals moving forward. There was discussion on the goals and a potential tax measure to bring in additional revenues.

**4. ADJOURNMENT**

Mayor Stone adjourned the meeting at 12:13 p.m. The next regular meeting of the City Council is Monday, February 10, 2020.

**SUBMITTED BY:**

  
\_\_\_\_\_  
Keri Johnson, City Clerk

**APPROVED:**

February 24, 2020

**MINUTES OF THE REGULAR MEETING OF THE  
UPLAND CITY COUNCIL  
FEBRUARY 10, 2020**

**OPENING**

The regular meeting of the Upland City Council was called to order by Mayor Debbie Stone at 6:00 p.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Interim City Manager Rosemary Hoerning, Interim City Attorney Steven Flower, and City Clerk Keri Johnson

**2. ADDITIONS/DELETIONS TO AGENDA** None

**3. ORAL COMMUNICATIONS** None

**4. CLOSED SESSION**

At 6:01 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

**A. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant paragraph 2 of subdivision (d) of Section 54956.9: 1 Potential Case

**B. CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Government Code Section 54956.8

Property: Northerly portion of APN: 1045-181-04, also known as the Old Animal Shelter property

Agency Negotiators: Interim City Manager Hoerning and Development Services Director Dalquest

Negotiating Parties: City of Upland and Frank Robertson

Under Negotiation: Price and terms of lease

**C. CLOSED SESSION PUBLIC EMPLOYEE PERFORMANCE EVALUATION, APPOINTMENT, AND RELATED ACTIONS**

Pursuant to Government Code Section 54957

Title: City Manager

The City Council reconvened in open session at 7:01 p.m.

**5. INVOCATION** Mike Ingram, Christian Science Faith

**6. PLEDGE OF ALLEGIANCE** Councilmember Elliott

**7. PRESENTATIONS**

Certificates of Completion were presented to the Upland Community Emergency Response Team (CERT)

**8. CITY ATTORNEY**

Interim City Attorney Flower announced that the City Council took action only on the following during Closed Session: Item 4C, motion by Councilmember Felix to appoint Rosemary Hoerning as City Manager, seconded by Councilmember Velto, and carried with Mayor Stone and Councilmember Elliott opposed.

**9. ORAL COMMUNICATIONS**

Dianne Simpson, Fontana, opposed any changes to the historic downtown area that would prevent hair salons from operating their businesses at ground floor locations.

**10. COUNCIL COMMUNICATIONS**

Councilmembers announced various activities throughout the community.

Councilmember Elliott was in consensus with Councilmember Zuniga's request to have discussion of the San Antonio Water Company operations on a future agenda.

**11. CONSENT CALENDAR**

Councilmember Elliott removed Consent Calendar Items 11B and 11G and Councilmember Zuniga removed Consent Calendar Item 11F for separate action. Motion by Councilmember Felix to approve the remainder of the Consent Calendar, seconded by Mayor Stone, and carried unanimously.

**A. APPROVAL OF MINUTES**

Approved the Regular Meeting Minutes of January 27, 2020.

**B. 2ND READING OF ORDINANCE 1936 A PROPOSED AMENDMENT TO THE ADMINISTRATIVE CITATION ORDINANCE**

Held second reading by number and title only, waived further reading, and adopted Ordinance No. 1936 repealing Upland Municipal Code Chapter 1.10 regarding administrative fines and adding Chapter 1.22 regarding administrative citations to create and implement a comprehensive and transparent process for the issuance, collection, and appeals of administrative citations.

**C. APPROVAL OF WARRANT AND PAYROLL REGISTERS, JANUARY 2020**

Approved the January Warrant Register and Direct Disbursements (check numbers 28415-28838) totaling \$6,033,267.34 and Payroll Registers totaling \$1,888,220.38 (check Numbers 161283-161315 and EFTs 18953-19703).

E. ACCEPTANCE OF WORK FOR THE 9TH STREET PAVEMENT REHABILITATION AND WATER IMPROVEMENTS PROJECT

Accepted the work; recorded the Notice of Completion; and, reduced the Faithful Performance Bond to 10% for the 9th Street Pavement Rehabilitation and Water Improvements Project.

ITEMS REMOVED FOR SEPARATE ACTION

D. APPOINTMENT TO CITY COUNCIL ADVISORY COMMITTEE

Council thanked James Breitling for his willingness to serve on the City Council Advisory Committee.

Motion by Councilmember Elliott to ratify the appointment of James Breitling to the City Council Advisory Committee, term to expire December 2022, seconded by Councilmember Felix, and carried unanimously.

At 7:28 p.m. Councilmember Zuniga announced he would abstain from Item 11F since he sits on the board of the San Antonio Water Company. Councilmember Zuniga then left the Council Chamber.

F. SAN ANTONIO WATER COMPANY STOCK ACQUISITION

City Manager Hoerning presented the staff report which is on file in the City Clerk's office.

There was discussion regarding entitlement shares, water supply, and costs associated with owning additional shares.

Motion by Councilmember Elliott to authorize the City Manager to acquire 1/4 share of San Antonio Water Company Stock from Lucinda Newton for \$13,000, seconded by Councilmember Velto, and carried with Councilmember Zuniga abstaining.

Councilmember Zuniga returned to the Council Chamber at 7:34 p.m. and took his seat on the dais.

G. ANNUAL WEED ABATEMENT PROGRAM

Development Services Director Dalquest introduced Weed Abatement Coordinator Bloomfield who provided information regarding the weed abatement process and timeline for noticing, inspections, and fines.

Motion by Councilmember Elliott to remove the fine for the first weed abatement notification.

There was discussion regarding sending notices via certified mail and the costs associated with the certified mailing.

Councilmember Elliott withdrew her motion.

Motion by Councilmember Felix to adopt Resolution No. 6525 declaring certain weeds, rubbish, refuse, and dirt in the public right-of-way and private property within the City to be public nuisances and provide for the abatement thereof; authorize the mailing of notices to all persons where such nuisances exist; and set a public hearing date for June 22, 2020, seconded by Councilmember Elliott, and carried unanimously.

**12. PUBLIC HEARINGS**                      None

**13. COUNCIL COMMITTEE REPORTS**

A.        SPECIAL ECONOMIC DEVELOPMENT COMMITTEE MEETING, JANUARY 23, 2020

Councilmember Felix provided a recap of the meeting, which is on file in the City Clerk's Office. This was for information only and no action was required.

**14. BUSINESS ITEMS**

A.        CONSIDERATION OF FINAL REPORT BY THE HISTORIC DOWNTOWN UPLAND AD HOC COMMITTEE

Development Services Director Dalquest presented the staff report along with a PowerPoint presentation, which is on file in the City Clerk's Office.

This item was receive and file only, no action was required.

B.        DISCUSSION OF DISPOSITION OF THE CITY MANAGER POSITION

City Manager Hoerning presented the staff report, which is on file in the City Clerk's Office.

There was discussion regarding turnover of the city manager position, differences between removal for cause and without cause, and other cities policies on removal of the city manager.

It was suggested that changing the code would offer more flexibility to negotiate a super majority clause in future city manager contracts.

The Council referred this item to the City Council Advisory Committee for more thorough discussion and research. The item will be brought back to the City Council for consideration at a later date.

C.        DISCUSSION OF THE DISPOSITION OF CITY COUNCIL APPOINTED COMMITTEE MEMBERS

City Manager Hoerning presented the staff report, which is on file in the City Clerk's Office.

There was discussion regarding the process for removing an appointee from a committee.

The Council referred this item to the City Council Advisory Committee for more thorough discussion after the City Attorney drafts modifications to the resolution. The item will be brought back to the City Council for consideration at a later date.

**15. ORAL COMMUNICATION (items not on the agenda)**

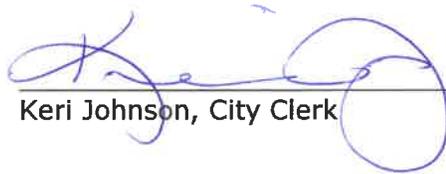
Cathy Osman, Upland, spoke in opposition of the proposed Bridge Development stating it would contribute to traffic and air pollution in the area.

**16. CITY MANAGER**

**17. ADJOURNMENT**

Mayor Stone adjourned the meeting at 8:29 p.m. The next regularly scheduled City Council meeting is Monday, February 24, 2020.

**SUBMITTED BY**

  
\_\_\_\_\_  
Keri Johnson, City Clerk

**APPROVED**

February 24, 2020



# STAFF REPORT

**ITEM NO. 11.B.**

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**DATE:** February 24, 2020  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, CITY MANAGER  
**PREPARED BY:** STEVE NIX, INTERIM PUBLIC WORKS DIRECTOR  
JESUS SANCHEZ, ASSISTANT ENGINEER  
**SUBJECT:** APPROVAL OF FINAL MAP TPM 20045 AND ACCEPTANCE OF  
SUBDIVISION AGREEMENTS AND IMPROVEMENT BONDS FOR  
KB HOMES

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## **RECOMMENDED ACTION**

It is recommended that the City Council approve the final map for TPM 20045 and authorize the City Manager to execute the subdivision agreements, both public and private. It is further recommended that the City Council accept the faithful performance and labor and materials security bonds for both public and private improvements and authorize recordation of the Final Tract Map 20045.

## **GOAL STATEMENT**

The proposed action supports the City's goal to adhere to a review schedule for the processing of development proposals in an efficient, professionally responsive, and courteous manner.

## **BACKGROUND**

On February 28, 2018, the Planning Commission approved Tentative Parcel Map 20045 (TPM 20045) for condominium purposes of an existing 16.6 acre site within planning area 3 of the Sycamore Hill specific plan, formerly known as the Park view plan.

TPM 20045 is composed of 176 Residential Dwelling Units, 93 detached single family condominiums units, and 83 attached single family condominium units.

KB Homes was required to post performance and labor and materials bonds for both public and private improvements. These bonds will ensure that all the required improvements will be completed.

## **ISSUES/ANALYSIS**

In conformance with the conditions of approval contained in Resolution No. 4876 by the Planning Commission, KB homes has prepared all improvement plans, executed the subdivision agreement, and posted the necessary securities.

The final map has been reviewed and is determined to be technically correct and is substantially the same as the tentative map. The final map is ready for City approval.

## **FISCAL IMPACTS**

There is no fiscal impact associated with these actions.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Final Tract Map 20045**

**Subdivision agreement and bonds - private improvements**

**Subdivision agreement and bonds - public improvements**

**Location map**

SHEET 1 OF 6  
6 NUMBERED LOTS  
4 LETTERED LOTS  
GROSS AREA: 15.843 ACRES  
NET AREA: 15.580 ACRES

# TRACT NO. 20045

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL B OF LOT LINE ADJUSTMENT NO. 15-01, DOCUMENT NO. 2016-0352894, RECORDED AUGUST 31, 2016, IN THE OFFICE OF THE RECORDER OF SAID COUNTY

WestLand GROUP  
MAY, 2018  
FOR CONDOMINIUM PURPOSES

### OWNER'S STATEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF UPLAND, THE REAL PROPERTY DESCRIBED BELOW AS AN EASEMENT FOR ROADWAY AND UTILITY PURPOSES, BASELINE ROAD AND PARKVIEW PROMENADE SHOWN AS LOT E DEDICATED HEREON.

WE ALSO DEDICATE TO THE CITY OF UPLAND, AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY VEHICULAR PURPOSES, AND AN EASEMENT FOR PUBLIC UTILITIES OVER LOTS A AND D AS SHOWN HEREON.

KR HOME COASTAL INC., A CALIFORNIA CORPORATION

[Signature] 01/23/2020  
NAME DATE

PRINTED NAME: Scott Hansen

TITLE: VP, Forward Planning

NAME DATE

PRINTED NAME:

TITLE:

### NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF Riverside BEFORE ME, Claudia Camorlinga Notary Public  
PERSONALLY APPEARED Scott Hansen, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPHS IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature] SIGNATURE

Claudia Camorlinga NAME PRINTED

MY COMMISSION EXPIRES: 12-1-2021

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.

### ABANDONMENT NOTE

PURSUANT TO SECTION 66434(g) AND SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

AN EASEMENT IN FAVOR OF THE CITY OF UPLAND, SUCCESSOR IN INTEREST TO THE STATE OF CALIFORNIA FOR SLOPE AND INCIDENTAL PURPOSES, RECORDED MARCH 11, 1997 AS DOCUMENT NO. 19970083820 OF OFFICIAL RECORDS, NOT SHOWN HEREON

### SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66426(a)(3) OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE/HAS BEEN OMITTED:

AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 11, 1997 AS INSTRUMENT NO. 19970083822 OF OFFICIAL RECORDS.

AN EASEMENT IN FAVOR OF CABLE LAND COMPANY FOR AVIGATION AND INCIDENTAL PURPOSES, RECORDED DECEMBER 7, 2016 AS INSTRUMENT NO. 2016-0535756 OF OFFICIAL RECORDS.

### SUBDIVISION MAP ACT

66427.  
(e) IF THE GOVERNING BODY HAS APPROVED A PARCEL MAP OR FINAL MAP FOR THE ESTABLISHMENT OF CONDOMINIUMS ON PROPERTY PURSUANT TO THE REQUIREMENTS OF THIS DIVISION, THE SEPARATION OF A THREE-DIMENSIONAL PORTION OR PORTIONS OF THE PROPERTY FROM THE REMAINDER OF THE PROPERTY OR THE DIVISION OF THAT THREE-DIMENSIONAL PORTION OR PORTIONS INTO CONDOMINIUMS SHALL NOT CONSTITUTE A FURTHER SUBDIVISION AS DEFINED IN SECTION 66424, PROVIDED EACH OF THE FOLLOWING CONDITIONS HAS BEEN SATISFIED (2) A PERPETUAL ESTATE OR AN ESTATE FOR YEARS IN THE REMAINDER OF THE PROPERTY IS HELD BY THE CONDOMINIUM OWNERS IN UNDIVIDED INTERESTS IN COMMON, OR BY AN ASSOCIATION AS DEFINED IN SUBDIVISION (A) OF SECTION 1351 OF THE CIVIL CODE, AND THE DURATION OF THE ESTATE IN THE REMAINDER OF THE PROPERTY IS THE SAME AS THE DURATION OF THE ESTATE IN THE CONDOMINIUMS. 93-DETACHED SINGLE-FAMILY CONDOMINIUM UNITS & 83 ATTACHED SINGLE-FAMILY TOWNHOME CONDOMINIUM UNITS.

### BOARD OF SUPERVISORS CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LAURA H. WELCH  
CLERK OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_ DEPUTY DATE: \_\_\_\_\_

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BRAVEPARK PROPERTY ON APRIL 30, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND CONDITIONS OF APPROVAL THEREOF, THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND LOCAL ORDINANCE HAVE BEEN COMPLIED WITH, THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN.

[Signature] 01/20/2020  
MATTHEW H. OKUBO DATE  
P.L.S. 8686



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF UPLAND MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

ROSEMARY B. HOERNING DATE  
DIRECTOR OF PUBLIC WORKS, CITY OF UPLAND  
R.C.E. 44766



I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

[Signature] 1/31/2020  
MICHAEL P. THORNTON DATE  
CITY SURVEYOR, CITY OF UPLAND  
P.L.S. 6867



### CITY PLANNING COMMISSION CERTIFICATE

I DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP IS IN ACCORDANCE WITH THE TENTATIVE MAP REVIEWED AT A MEETING OF THE PLANNING COMMISSION OF THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ROBERT DALQUEST DATE  
SECRETARY OF THE UPLAND PLANNING COMMISSION

### CITY CLERK'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF UPLAND, BY MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AND ACCEPTED FOR PUBLIC USE THE DEDICATIONS THEREIN OFFERED, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH THE CITY STANDARDS AND FOUND THIS MAP TO BE CONSISTENT WITH APPLICATION GENERAL OR SPECIFIC PLANS OF THE CITY OF UPLAND.

WE HEREBY ALSO ACCEPT, AN EASEMENT FOR EMERGENCY VEHICULAR PURPOSES OVER LOTS A AND D.

WE HEREBY ALSO ACCEPT THE ABANDONMENT OF AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, RECORDED MARCH 11, 1997 AS DOCUMENT NO. 19970083820 OF OFFICIAL RECORDS.

KERI JOHNSON DATE  
CITY CLERK, CITY OF UPLAND

### AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE \$ \_\_\_\_\_

ENSEN MASON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR, COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_ DEPUTY DATE: \_\_\_\_\_

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT \_\_\_\_ M. IN BOOK \_\_\_\_ OF \_\_\_\_\_ AT PAGE \_\_\_\_\_, AT THE REQUEST OF \_\_\_\_\_ IN THE AMOUNT OF \$ \_\_\_\_\_.

BOB DUTTON  
ASSESSOR-RECORDER-COUNTY CLERK  
COUNTY OF SAN BERNARDINO

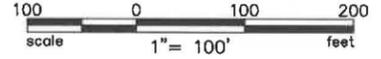
BY: \_\_\_\_\_  
DEPUTY RECORDER

SHEET 2 OF 6  
 6 NUMBERED LOTS  
 4 LETTERED LOTS  
 GROSS AREA: 15.843 ACRES  
 NET AREA: 15.580 ACRES

# TRACT NO. 20045

IN CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

WestLand GROUP MAY, 2019  
 FOR CONDOMINIUM PURPOSES  
 BOUNDARY SHEET



**MONUMENT NOTES:**

- ① FD. 1" I.P. & PLASTIC PLUG STAMPED CALIF DOT, FLUSH AS SHOWN ON R1. ACCEPTED AS THE INT. OF THE E. LINE OF THE W. 1/2, S35, T1N, R6W SBM & THE SE'LY R/W LINE OF THE SR 210 FREEWAY PER R1.
- ② FD. 2-1/2" BRASS DISK, FLUSH, PER R1. ACCEPTED AS THE S. 1/4 COR S35, T1N, R6W SBM
- ③ FD S&W (ILLEG), FLUSH, AS SHOWN ON R1. ACCEPTED AS THE INT. OF THE C OF BASE LINE ROAD AND THE SAN BERNARDINO & LOS ANGELES COUNTY LINE.
- ④ FD. 1" I.P. & PLASTIC PLUG STAMPED "CALIF DOT", FLUSH, PER R1. ACCEPTED AS THE SE'LY R/W LINE OF THE SR 210 FREEWAY PER R2.
- ⑤ FD. L&T STAMPED "CAL TRANS" ON FENCE POST FOOTING PER R2. ACCEPTED AS THE INT. OF THE SE'LY R/W LINE OF THE SR 210 FREEWAY AND THE SAN BERNARDINO & LOS ANGELES COUNTY LINE
- ⑥ INDICATES 1" I.P. TAGGED "LS 8686" TO BE SET PER R1.
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES 1" I.P. TAGGED "LS 8686" OR 8" S&W OR LT&T "LS 8686" TO BE SET.

**LEGEND:**

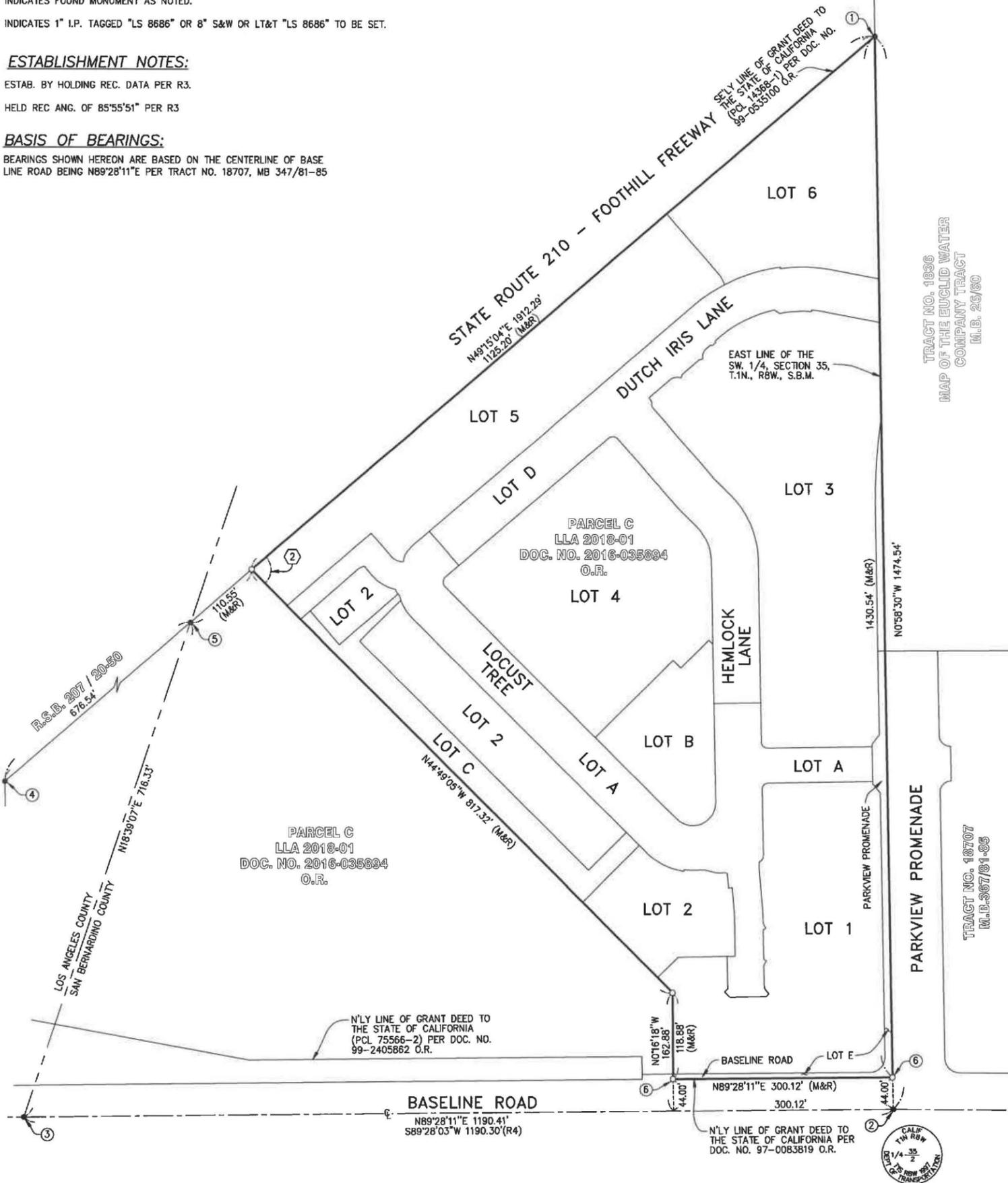
- R1 - TRACT NO. 18707, M.B. 347 / 81-85.
- R2 - RECORD OF SURVEY, R.S.B. 207 / 20-50 (L.A. COUNTY)
- R3 - LLA 2015-01 DOC. NO. 2016-0352894 O.R.
- R4 - RECORD OF SURVEY, R.S.B. 35 / 75-78
- M&R INDICATES MEASURED & RECORD DATA PER R3, UNLESS OTHERWISE NOTED.

**ESTABLISHMENT NOTES:**

- ① ESTAB. BY HOLDING REC. DATA PER R3.
- ② HELD REC ANG. OF 85°55'51" PER R3

**BASIS OF BEARINGS:**

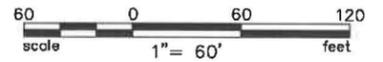
BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF BASE LINE ROAD BEING N89°28'11"E PER TRACT NO. 18707, MB 347/81-85



SHEET 3 OF 6  
 6 NUMBERED LOTS  
 4 LETTERED LOTS  
 GROSS AREA: 15.843 ACRES  
 NET AREA: 15.580 ACRES  
 SEE SHEET 4 OF 6 FOR LINE  
 AND CURVE DATA NOT SHOWN  
 HEREON.  
 SEE SHEETS 5 & 6 FOR  
 EASEMENTS.

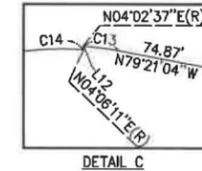
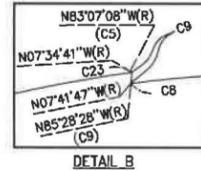
# TRACT NO. 20045

IN CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 WestLand GROUP MAY, 2019  
 FOR CONDOMINIUM PURPOSES  
 MAP SHEET



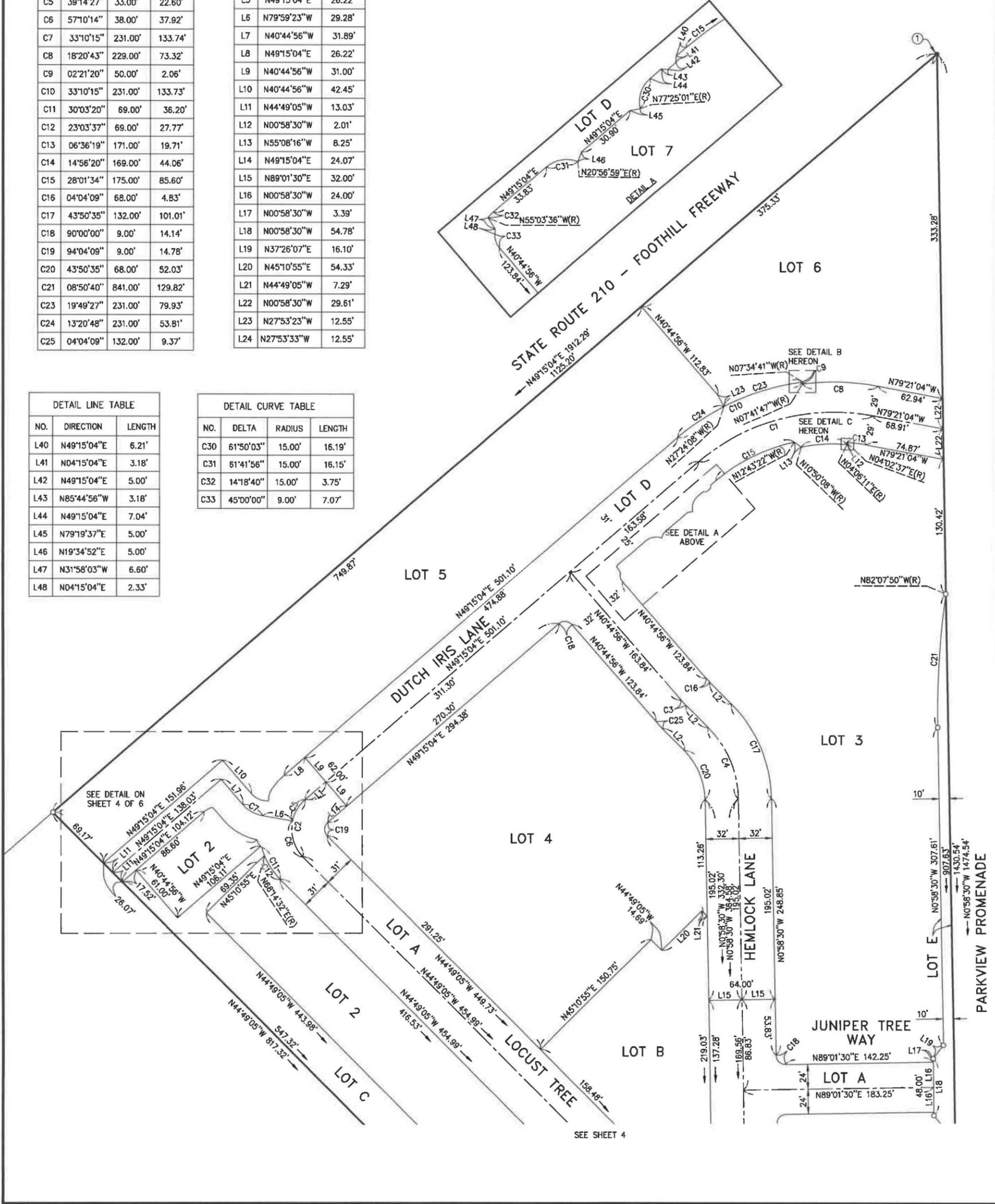
CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	51°23'52"	200.00'	179.41'
C2	94°04'09"	38.00'	62.39'
C3	04°04'09"	100.00'	7.10'
C4	43°50'35"	100.00'	76.52'
C5	39°14'27"	33.00'	22.60'
C6	57°10'14"	38.00'	37.92'
C7	33°10'15"	231.00'	133.74'
C8	18°20'43"	229.00'	73.32'
C9	02°21'20"	50.00'	2.06'
C10	33°10'15"	231.00'	133.73'
C11	30°03'20"	69.00'	36.20'
C12	23°03'37"	69.00'	27.77'
C13	06°36'19"	171.00'	19.71'
C14	14°56'20"	169.00'	44.06'
C15	28°01'34"	175.00'	85.60'
C16	04°04'09"	68.00'	4.83'
C17	43°50'35"	132.00'	101.01'
C18	90°00'00"	9.00'	14.14'
C19	94°04'09"	9.00'	14.78'
C20	43°50'35"	68.00'	52.03'
C21	08°50'40"	841.00'	129.82'
C22	19°49'27"	231.00'	79.93'
C23	13°20'48"	231.00'	53.81'
C24	04°04'09"	132.00'	9.37'

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	N49°15'04"E	26.22'
L2	N44°49'05"W	30.01'
L3	N49°15'04"E	55.74'
L4	N49°15'04"E	39.22'
L5	N49°15'04"E	26.22'
L6	N79°59'23"W	29.28'
L7	N40°44'56"W	31.89'
L8	N49°15'04"E	26.22'
L9	N40°44'56"W	31.00'
L10	N40°44'56"W	42.45'
L11	N44°49'05"W	13.03'
L12	N00°58'30"W	2.01'
L13	N55°08'16"W	8.25'
L14	N49°15'04"E	24.07'
L15	N89°01'30"E	32.00'
L16	N00°58'30"W	24.00'
L17	N00°58'30"W	3.39'
L18	N00°58'30"W	54.78'
L19	N37°26'07"E	16.10'
L20	N45°10'55"E	54.33'
L21	N44°49'05"W	7.29'
L22	N00°58'30"W	29.61'
L23	N27°53'23"W	12.55'
L24	N27°53'33"W	12.55'



DETAIL LINE TABLE		
NO.	DIRECTION	LENGTH
L40	N49°15'04"E	6.21'
L41	N04°15'04"E	3.18'
L42	N49°15'04"E	5.00'
L43	N85°44'56"W	3.18'
L44	N49°15'04"E	7.04'
L45	N79°19'37"E	5.00'
L46	N19°34'52"E	5.00'
L47	N31°58'03"W	6.60'
L48	N04°15'04"E	2.33'

DETAIL CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C30	61°50'03"	15.00'	16.19'
C31	61°41'56"	15.00'	16.15'
C32	14°18'40"	15.00'	3.75'
C33	45°00'00"	9.00'	7.07'



SHEET 4 OF 6  
 6 NUMBERED LOTS  
 4 LETTERED LOTS  
 GROSS AREA: 15.843 ACRES  
 NET AREA: 15.580 ACRES  
 SEE SHEET 3 OF 6 FOR LINE  
 AND CURVE DATA NOT SHOWN  
 HEREON.  
 SEE SHEETS 5 & 6 FOR  
 EASEMENTS.

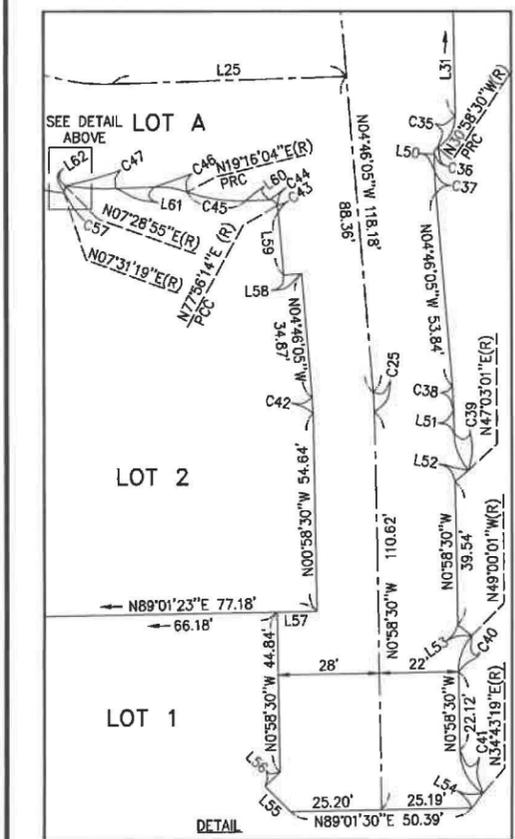
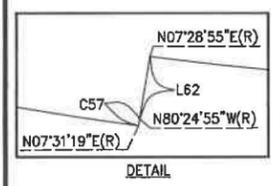
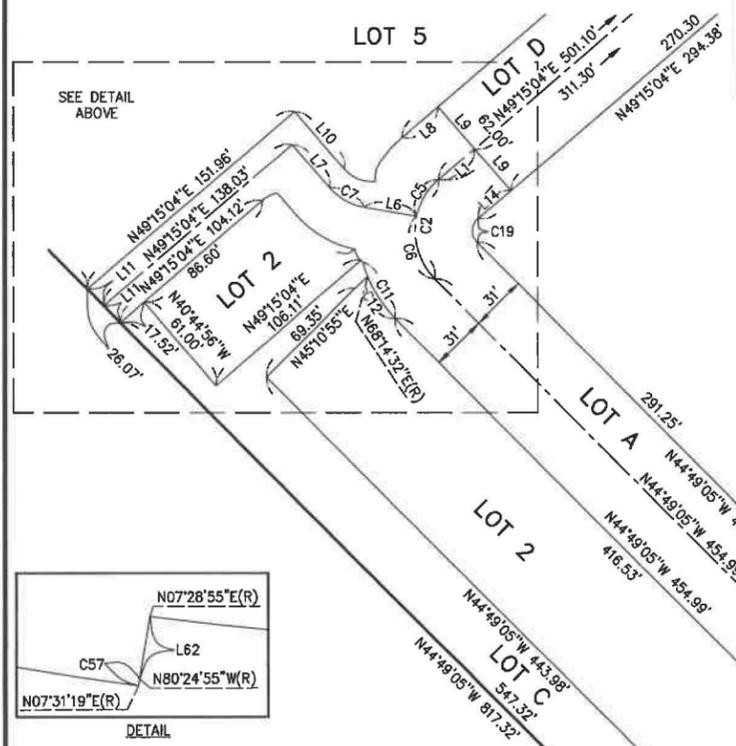
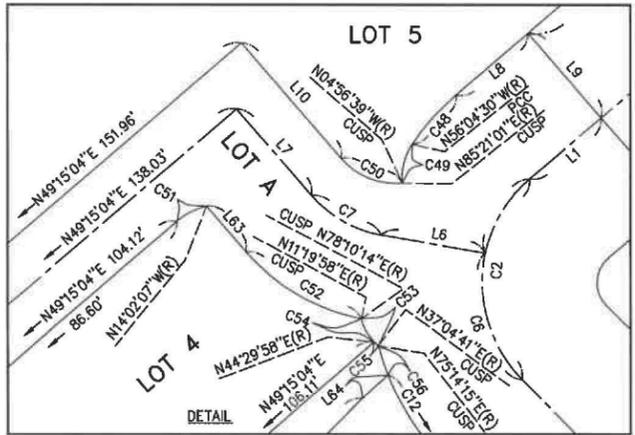
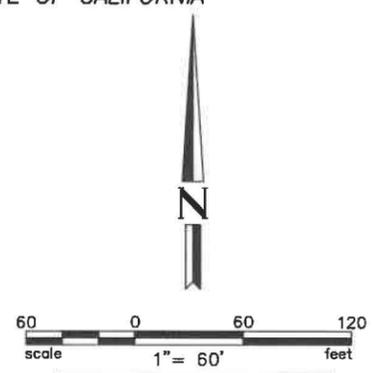
# TRACT NO. 20045

IN CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 WestLand GROUP MAY, 2019  
 FOR CONDOMINIUM PURPOSES  
 MAP SHEET

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	N49°15'04"E	26.22'
L2	N44°49'05"W	30.01'
L8	N49°15'04"E	26.22'
L9	N40°44'56"W	31.00'
L10	N40°44'56"W	42.45'
L11	N44°49'05"W	13.03'
L12	N00°58'30"W	2.01'
L13	N55°08'16"W	8.25'
L14	N49°15'04"E	24.07'
L15	N89°01'30"E	32.00'
L16	N00°58'30"W	24.00'
L17	N00°58'30"W	3.39'
L18	N00°58'30"W	54.78'
L19	N37°26'07"E	16.10'
L20	N45°10'55"E	54.33'
L21	N44°49'05"W	7.29'
L24	N27°53'33"W	12.55'
L25	N88°10'40"E	64.86'
L26	N04°46'05"W	29.82'
L27	N44°49'05"W	13.46'
L28	N47°00'05"E	13.02'
L29	N45°10'01"E	27.40'
L30	N44°49'05"W	29.16'
L31	N00°58'30"W	42.41'
L32	N0°58'30"W	48.67'
L33	N39°23'06"W	16.10'

DETAIL CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C35	60°00'00"	10.00'	10.47'
C36	60°00'00"	2.00'	2.09'
C37	03°47'35"	95.00'	6.29'
C38	03°47'35"	105.00'	6.95'
C39	41°58'29"	15.00'	10.99'
C40	41°58'29"	15.00'	10.99'
C41	54°18'12"	15.00'	14.22'
C42	03°47'35"	66.00'	4.37'
C43	07°17'41"	15.00'	1.91'
C44	79°45'35"	2.00'	2.78'
C45	21°05'24"	45.00'	16.56'
C46	21°05'24"	25.00'	9.20'
C47	09°18'15"	87.00'	14.13'
C48	15°19'34"	69.00'	18.46'
C49	38°34'28"	17.00'	11.45'
C50	54°11'43"	20.00'	18.92'
C51	26°42'50"	20.00'	9.32'
C52	37°55'06"	57.00'	37.72'
C53	41°05'33"	12.50'	8.97'
C54	33°40'16"	12.50'	7.35'
C55	07°25'17"	12.50'	1.62'
C56	06°59'43"	69.00'	8.42'
C57	00°20'07"	33.00'	0.19'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C11	30°03'20"	69.00'	36.20'
C12	23°03'37"	69.00'	27.77'
C18	90°00'00"	9.00'	14.14'
C20	43°50'35"	68.00'	52.03'
C25	04°04'09"	132.00'	9.37'
C26	47°00'15"	58.00'	47.58'
C27	03°47'35"	83.00'	5.49'
C28	37°39'36"	89.00'	58.50'
C29	136°09'25"	31.00'	73.67'
C30	90°00'00"	9.00'	14.14'
C31	90°26'41"	20.00'	31.57'



DETAIL LINE TABLE		
NO.	DIRECTION	LENGTH
L50	N00°58'30"W	4.72'
L51	N00°58'30"W	6.36'
L52	N49°18'36"E	5.00'
L53	N51°15'35"W	5.00'
L54	N36°37'55"E	5.00'
L55	N45°58'30"W	9.86'
L56	N44°01'30"E	5.90'
L57	N89°01'23"E	11.00'
L58	N85°13'55"E	5.00'
L59	N04°46'05"W	17.35'
L60	N88°10'40"E	6.69'
L61	N88°10'40"E	10.67'
L62	N09°14'58"E	1.81'
L63	N40°44'56"W	16.76'
L64	N47°44'05"E	9.50'

SHEET 5 OF 6  
 6 NUMBERED LOTS  
 4 LETTERED LOTS  
 GROSS AREA: 15.843 ACRES  
 NET AREA: 15.580 ACRES  
 SEE SHEET 6 OF 6 FOR LINE  
 AND CURVE DATA NOT SHOWN  
 HEREON.  
 SEE SHEETS 3 & 4 FOR LOT  
 DIMENSIONS.

# TRACT NO. 20045

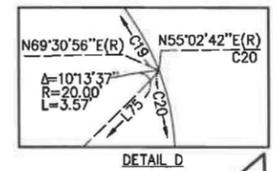
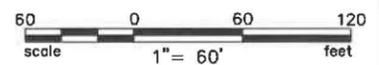
IN CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

WestLand GROUP

MAY, 2019

FOR CONDOMINIUM PURPOSES  
 EASEMENT SHEET  
 SEE SHEET 6 OF 6  
 FOR EASEMENT NOTES

NO.	DIRECTION
R1	N22°30'27"E(R)
R2	N75°59'41"E(R)
R3	N77°53'40"E(R)
R4	N20°36'27"E(R)
R5	N14°00'19"W(R)
R6	N67°29'33"W(R)
R7	N71°33'42"W(R)
R8	N18°04'27"W(R)
R9	N18°03'56"W(R)
R10	N59°57'26"W(R)
R11	N25°46'08"E(R)
R12	N27°43'07"W(R)
R13	N52°58'17"E(R)



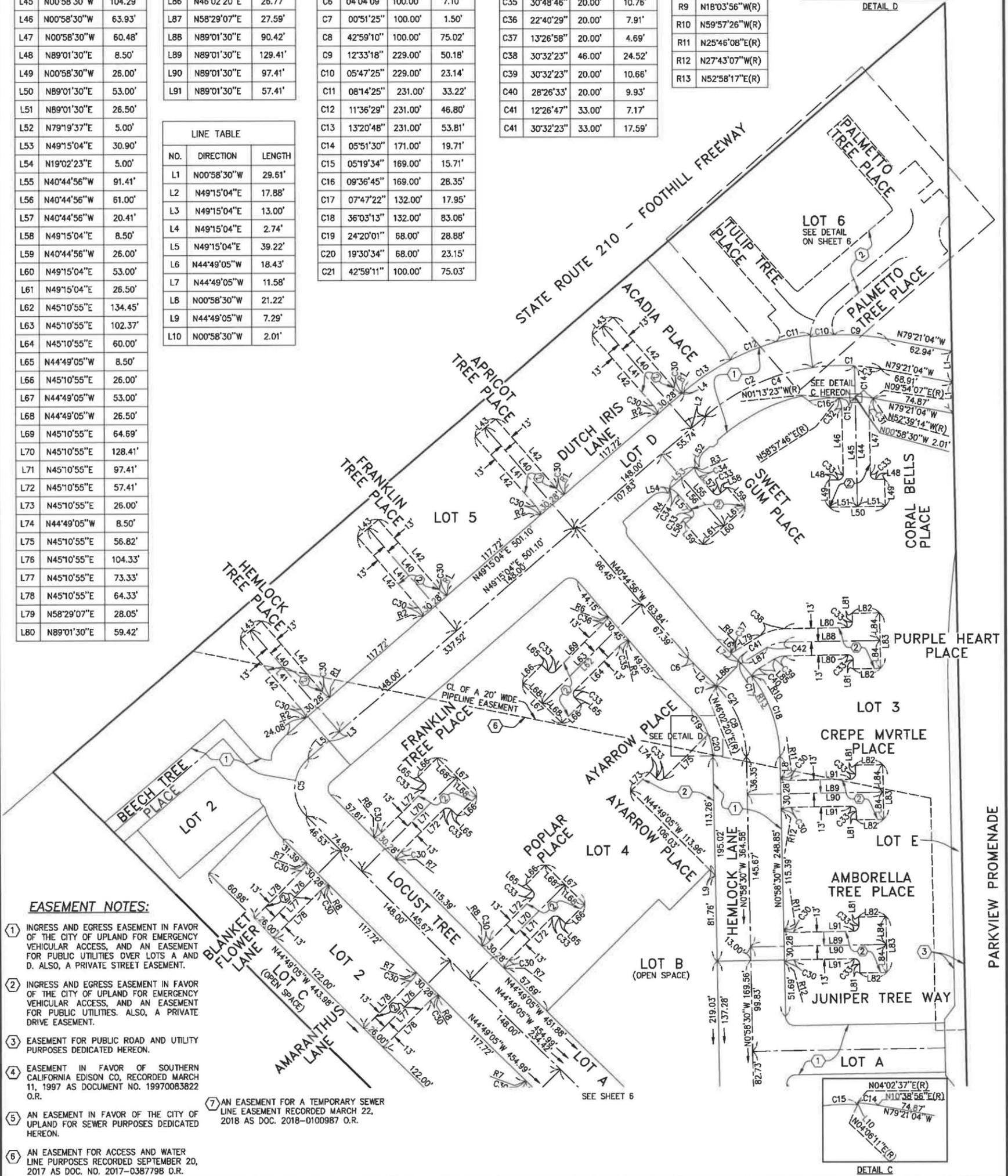
NO.	DIRECTION	LENGTH
L40	N40°44'56"W	128.83'
L41	N40°44'56"W	97.83'
L42	N40°44'56"W	88.83'
L43	N49°15'04"E	26.00'
L44	N00°58'30"W	135.39'
L45	N00°58'30"W	104.29'
L46	N00°58'30"W	63.93'
L47	N00°58'30"W	60.48'
L48	N89°01'30"E	8.50'
L49	N00°58'30"W	26.00'
L50	N89°01'30"E	53.00'
L51	N89°01'30"E	26.50'
L52	N79°19'37"E	5.00'
L53	N49°15'04"E	30.90'
L54	N19°02'23"E	5.00'
L55	N40°44'56"W	91.41'
L56	N40°44'56"W	61.00'
L57	N40°44'56"W	20.41'
L58	N49°15'04"E	8.50'
L59	N40°44'56"W	26.00'
L60	N49°15'04"E	53.00'
L61	N49°15'04"E	26.50'
L62	N45°10'55"E	134.45'
L63	N45°10'55"E	102.37'
L64	N45°10'55"E	60.00'
L65	N44°49'05"W	8.50'
L66	N45°10'55"E	26.00'
L67	N44°49'05"W	53.00'
L68	N44°49'05"W	26.50'
L69	N45°10'55"E	64.69'
L70	N45°10'55"E	128.41'
L71	N45°10'55"E	97.41'
L72	N45°10'55"E	57.41'
L73	N45°10'55"E	26.00'
L74	N44°49'05"W	8.50'
L75	N45°10'55"E	56.82'
L76	N45°10'55"E	104.33'
L77	N45°10'55"E	73.33'
L78	N45°10'55"E	64.33'
L79	N58°29'07"E	28.05'
L80	N89°01'30"E	59.42'

NO.	DIRECTION	LENGTH
L81	N00°58'30"W	8.50'
L82	N89°01'30"E	26.00'
L83	N00°58'30"W	53.00'
L84	N00°58'30"W	26.50'
L85	N58°29'07"E	17.58'
L86	N46°02'20"E	26.77'
L87	N58°29'07"E	27.59'
L88	N89°01'30"E	90.42'
L89	N89°01'30"E	129.41'
L90	N89°01'30"E	97.41'
L91	N89°01'30"E	57.41'

NO.	DELTA	RADIUS	LENGTH
C1	18°48'01"	200.00'	65.63'
C2	32°35'51"	200.00'	113.79'
C3	07°20'04"	200.00'	25.60'
C4	44°03'48"	200.00'	153.81'
C5	94°04'09"	38.00'	62.39'
C6	04°04'09"	100.00'	7.10'
C7	00°51'25"	100.00'	1.50'
C8	42°59'10"	100.00'	75.02'
C9	12°33'18"	229.00'	50.18'
C10	05°47'25"	229.00'	23.14'
C11	08°14'25"	231.00'	33.22'
C12	11°36'29"	231.00'	46.80'
C13	13°20'48"	231.00'	53.81'
C14	05°51'30"	171.00'	19.71'
C15	05°19'34"	169.00'	15.71'
C16	09°36'45"	169.00'	28.35'
C17	07°47'22"	132.00'	17.95'
C18	36°03'13"	132.00'	83.06'
C19	24°20'01"	68.00'	28.88'
C20	19°30'34"	68.00'	23.15'
C21	42°59'11"	100.00'	75.03'

NO.	DELTA	RADIUS	LENGTH
C30	26°44'37"	20.00'	9.34'
C31	38°19'16"	20.00'	13.38'
C32	30°03'44"	20.00'	10.49'
C33	90°00'00"	5.00'	7.85'
C34	28°38'36"	20.00'	10.00'
C35	30°48'46"	20.00'	10.76'
C36	22°40'29"	20.00'	7.91'
C37	13°26'58"	20.00'	4.69'
C38	30°32'23"	46.00'	24.52'
C39	30°32'23"	20.00'	10.66'
C40	28°26'33"	20.00'	9.93'
C41	12°26'47"	33.00'	7.17'
C41	30°32'23"	33.00'	17.59'

NO.	DIRECTION	LENGTH
L1	N00°58'30"W	29.61'
L2	N49°15'04"E	17.88'
L3	N49°15'04"E	13.00'
L4	N49°15'04"E	2.74'
L5	N49°15'04"E	39.22'
L6	N44°49'05"W	18.43'
L7	N44°49'05"W	11.58'
L8	N00°58'30"W	21.22'
L9	N44°49'05"W	7.29'
L10	N00°58'30"W	2.01'



**EASEMENT NOTES:**

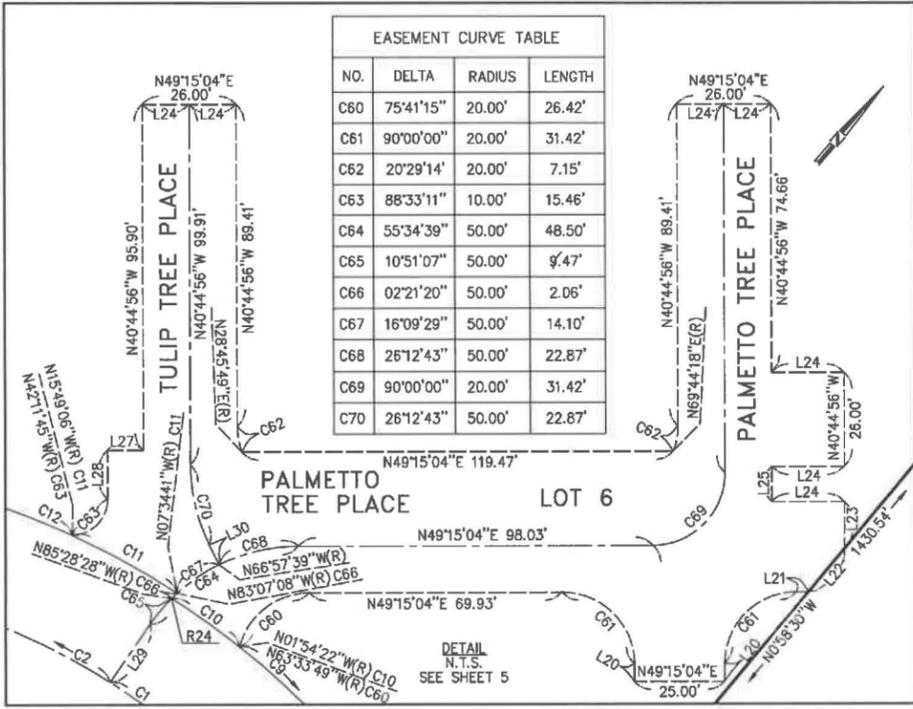
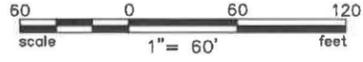
- ① INGRESS AND EGRESS EASEMENT IN FAVOR OF THE CITY OF UPLAND FOR EMERGENCY VEHICULAR ACCESS, AND AN EASEMENT FOR PUBLIC UTILITIES OVER LOTS A AND D. ALSO, A PRIVATE STREET EASEMENT.
- ② INGRESS AND EGRESS EASEMENT IN FAVOR OF THE CITY OF UPLAND FOR EMERGENCY VEHICULAR ACCESS, AND AN EASEMENT FOR PUBLIC UTILITIES. ALSO, A PRIVATE DRIVE EASEMENT.
- ③ EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES DEDICATED HEREON.
- ④ EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON CO. RECORDED MARCH 11, 1997 AS DOCUMENT NO. 19970083822 O.R.
- ⑤ AN EASEMENT IN FAVOR OF THE CITY OF UPLAND FOR SEWER PURPOSES DEDICATED HEREON.
- ⑥ AN EASEMENT FOR ACCESS AND WATER LINE PURPOSES RECORDED SEPTEMBER 20, 2017 AS DOC. NO. 2017-0387798 O.R.
- ⑦ AN EASEMENT FOR A TEMPORARY SEWER LINE EASEMENT RECORDED MARCH 22, 2018 AS DOC. 2018-0100987 O.R.

SHEET 6 OF 6  
 6 NUMBERED LOTS  
 4 LETTERED LOTS  
 GROSS AREA: 15.843 ACRES  
 NET AREA: 15.580 ACRES  
 SEE SHEET 5 OF 6 FOR LINE  
 AND CURVE DATA NOT SHOWN  
 HEREON.  
 SEE SHEETS 3 & 4 FOR LOT  
 DIMENSIONS.

# TRACT NO. 20045

IN CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

WestLand GROUP MAY, 2019  
 FOR CONDOMINIUM PURPOSES  
 EASEMENT SHEET



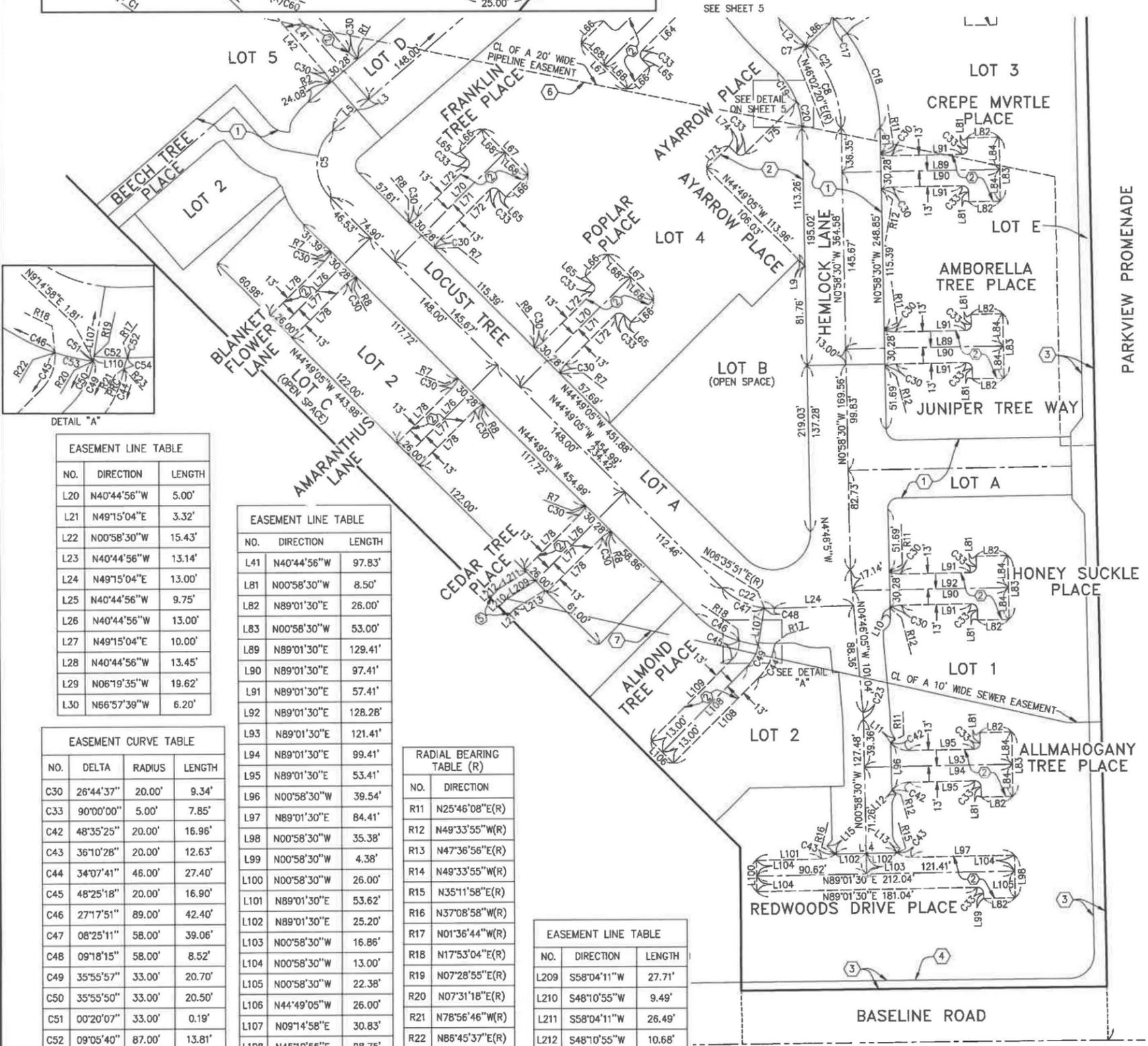
EASEMENT CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C60	75°41'15"	20.00'	26.42'
C61	90°00'00"	20.00'	31.42'
C62	20°29'14"	20.00'	7.15'
C63	88°33'11"	10.00'	15.46'
C64	55°34'39"	50.00'	48.50'
C65	10°51'07"	50.00'	9.47'
C66	02°21'20"	50.00'	2.06'
C67	16°09'29"	50.00'	14.10'
C68	26°12'43"	50.00'	22.87'
C69	90°00'00"	20.00'	31.42'
C70	26°12'43"	50.00'	22.87'

**EASEMENT NOTES:**

- ① INGRESS AND EGRESS EASEMENT IN FAVOR OF THE CITY OF UPLAND FOR EMERGENCY VEHICULAR ACCESS, AND AN EASEMENT FOR PUBLIC UTILITIES OVER LOTS A AND D. ALSO, A PRIVATE STREET EASEMENT.
- ② INGRESS AND EGRESS EASEMENT IN FAVOR OF THE CITY OF UPLAND FOR EMERGENCY VEHICULAR ACCESS, AND AN EASEMENT FOR PUBLIC UTILITIES. ALSO, A PRIVATE DRIVE EASEMENT.
- ③ EASEMENT FOR PUBLIC ROAD AND UTILITY PURPOSES DEDICATED HEREON.
- ④ EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON CO, RECORDED MARCH 11, 1997 AS DOCUMENT NO. 19970083822 O.R.
- ⑤ AN EASEMENT IN FAVOR OF THE CITY OF UPLAND FOR SEWER PURPOSES DEDICATED HEREON.
- ⑥ AN EASEMENT FOR ACCESS AND WATER LINE PURPOSES RECORDED SEPTEMBER 20, 2017 AS DOC. NO. 2017-0387798 O.R.
- ⑦ AN EASEMENT FOR A TEMPORARY SEWER LINE EASEMENT RECORDED MARCH 22, 2018 AS DOC. 2018-0100987 O.R.

CURVE TABLE		
NO.	DELTA	LENGTH
C10	05°47'25"	23.14'
C11	08°14'25"	33.22'
C22	47°00'16"	47.58'
C23	03°47'35"	5.50'

LINE TABLE		
NO.	DIRECTION	LENGTH
L10	N00°58'30"W	9.10'
L11	N49°18'36"E	5.00'
L12	N51°15'35"W	5.00'
L13	N36°37'55"E	5.00'
L14	N89°01'30"E	50.39'
L15	N45°58'30"W	9.86'



EASEMENT LINE TABLE		
NO.	DIRECTION	LENGTH
L20	N40°44'56"W	5.00'
L21	N49°15'04"E	3.32'
L22	N00°58'30"W	15.43'
L23	N40°44'56"W	13.14'
L24	N49°15'04"E	13.00'
L25	N40°44'56"W	9.75'
L26	N40°44'56"W	13.00'
L27	N49°15'04"E	10.00'
L28	N40°44'56"W	13.45'
L29	N06°19'35"W	19.62'
L30	N66°57'39"W	6.20'

EASEMENT LINE TABLE		
NO.	DIRECTION	LENGTH
L41	N40°44'56"W	97.83'
L81	N00°58'30"W	8.50'
L82	N89°01'30"E	26.00'
L83	N00°58'30"W	53.00'
L89	N89°01'30"E	129.41'
L90	N89°01'30"E	97.41'
L91	N89°01'30"E	57.41'
L92	N89°01'30"E	128.28'
L93	N89°01'30"E	121.41'
L94	N89°01'30"E	99.41'
L95	N89°01'30"E	53.41'
L96	N00°58'30"W	39.54'
L97	N89°01'30"E	84.41'
L98	N00°58'30"W	35.38'
L99	N00°58'30"W	4.38'
L100	N00°58'30"W	26.00'
L101	N89°01'30"E	53.62'
L102	N89°01'30"E	25.20'
L103	N00°58'30"W	16.86'
L104	N00°58'30"W	13.00'
L105	N00°58'30"W	22.38'
L106	N44°49'05"W	26.00'
L107	N09°14'58"E	30.83'
L108	N45°10'55"E	98.75'
L109	N45°10'55"E	94.37'
L110	N09°14'58"E	1.81'

RADIAL BEARING TABLE (R)	
NO.	DIRECTION
R11	N25°46'08"E(R)
R12	N49°33'55"W(R)
R13	N47°36'56"E(R)
R14	N49°33'55"W(R)
R15	N35°11'58"E(R)
R16	N37°08'58"W(R)
R17	N01°36'44"W(R)
R18	N17°53'04"E(R)
R19	N07°28'55"E(R)
R20	N07°31'18"E(R)
R21	N78°56'46"W(R)
R22	N86°45'37"E(R)
R23	N65°04'36"W(R)
R24	N07°41'47"W(R)

EASEMENT LINE TABLE		
NO.	DIRECTION	LENGTH
L209	S58°04'11"W	27.71'
L210	S48°10'55"W	9.49'
L211	S58°04'11"W	26.49'
L212	S48°10'55"W	10.68'
L213	S58°04'11"W	28.92'
L214	S48°10'55"W	8.31'

## SUBDIVISION AGREEMENT

Tract Map Number 20045

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Subdivider") and the CITY OF UPLAND, a municipal corporation (hereinafter referred to as the "City").

### **A. Recitals**

- (i) The City approved a Tentative Tract Map pursuant to the California Subdivision Map Act as set forth in California Government Code Section 66410 et. seq. ("Map Act") identified as Tentative Tract Number 20045 in the City of Upland, State of California; and
- (ii) Subdivider seeks approval of a Final Map under the Map Act identified as Final Map Number 20045

### **B. Agreement**

It is agreed by and between the parties hereto as follows:

1. In consideration of the City's approval of and filing Tentative Subdivision Tract Map Number 20045 and Final Tract Number 20045, Subdivider undertakes and agrees that it will, at Subdivider's sole cost and expense, design, construct and install all the improvements in accordance with the plans, specifications on file with the City, incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of the City of Upland.
2. Subdivider also undertakes and agrees upon the same consideration to design, construct and install all improvements in accordance with the ordinances and regulations of the City, and to do all other and further acts required of it pursuant to this Agreement.
3. Subdivider agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such improvements.
4. Subdivider agrees that all such improvements shall be constructed and completed in accordance with the city standards required by the City Engineer. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.
5. Subdivider undertakes and agrees that all of the work of improvement shall be completed within three hundred sixty five (365) days from the date of execution of this Agreement.
6. Should Subdivider fail to comply with any of the terms or provisions of this Agreement, Subdivider shall be liable to the City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such failure, the City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

b) The City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

c) The City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

The City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon the City. In either event, there shall be included in said "costs and expenses," the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to the City for reasonable attorneys' fees and court costs incurred by the City in enforcing the obligations of Subdivider under this Agreement.

7. All slope banks over three (3) feet in vertical height within said Tract Map shall be landscaped with landscaping approved by the City Engineer. Sprinklers shall be installed on all slopes over three (3) feet in vertical height along arterial streets and shall be of a type and according to a sprinkler plan approved by the City Engineer, with sprinkler turn-ons at the tops of the slopes, and connected with the remainder of the water systems of the lots of which such slopes are a part.

8. Subdivider shall, at its sole cost and expense, secure and furnish to the City, bonds in a form approved by the City, executed by a corporation authorized to transact surety business within the State of California, for the following amounts and purposes:

(a) A bond in the amount of \$ 2,316,500 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No. \_\_\_\_\_;

(b) A bond in the amount of \$ 1,159,000 securing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them with respect to said public improvements, see Labor and Materials Bond No. \_\_\_\_\_;

(c) A cash deposit in the amount of \$ 0 securing the setting of monuments.

9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair any defects which occur in the work of improvements within a one (1) year period thereof following acceptance by the City.

10. As a condition precedent to the acceptance of the improvements hereunder as being complete and prior to the release of any bonds required under paragraph 8, hereof, securing the faithful performance of Subdivider's obligations hereunder, Subdivider shall give a bond with a corporate bonding company or similar instrument, satisfactory to the City in the amount of \$ \_\_\_\_\_ as guarantee and warranty of the work for a one (1) year period following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. Except as to the sole and exclusive negligence of City, its elected officials, officers agents and employees, Subdivider hereby agrees to indemnify, defend and hold harmless, the City, its elected officials, officers, agents and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, costs, expenses or damages to property or injuries to or death of any person or persons, including attorneys fees and all other claims, whether groundless or not, arising out of or related to the acts, errors or omissions of Subdivider, its officers, agents, employees, consultants, subcontractors or other persons, companies or other entities using roadways/streets of the subdivision, performing labor, transporting and/or supplying material, designing, constructing or installing the improvements contemplated in this Subdivision Agreement. Where the Subdivider divides the project in phases and or allows construction vehicles or construction traffic use the same roadways/streets used by residents of the subdivision causing accidents, the Subdivider shall indemnify the City, its officers, its employees and its agents from any and all liability, claims, damages, or injuries to any person or property arising from the Subdivider's actions or actions of his employees, agents, and contractors.

12. All notices to Subdivider may be sent to \_\_\_\_\_, California, \_\_\_\_\_ or at such other address of which the City shall actually receive notice in writing specifically calling attention to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BY   
SCOTT HANSEN VP KB HOME COASTAL, INC.  
Name and Company

BY \_\_\_\_\_  
Name and Company

CITY OF UPLAND, a municipal Corporation

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
City Clerk

**SUBDIVISION PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That KB Home Coastal, Inc., as Principal and Westchester Fire Insurance Company, a corporation licensed to transact surety business in the State of **California**, as Surety, are held and firmly bound unto the **City of Upland** as obligee, in the penal sum of **Two Million Three Hundred Sixteen Thousand Five Hundred and 00/100 Dollars (\$2,316,500.00)**, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled **PA-3 Sycamore Hills**

, and

WHEREAS, the map of said tract on which Principal desires to construct

**Private Improvements – On-Site, Drainage, Traffic Improvements**

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

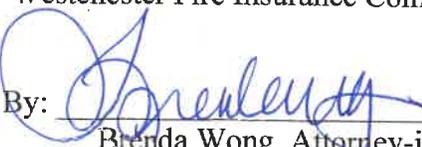
NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this **10<sup>th</sup>** day of **January, 2020**.

KB Home Coastal, Inc.

By:   
E.S. HANSEN, VP FORWARD PLANNING (Name & Title)

Westchester Fire Insurance Company

By:   
Brenda Wong, Attorney-in-Fact

**BOND NO.: K09313515**  
**Premium: Included in**  
**Performance Bond**

**SUBDIVISION LABOR AND MATERIAL BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That KB Home Coastal, Inc., as Principal and Westchester Fire Insurance Company, a corporation licensed to transact surety business in the **State of California**, as Surety, are held and firmly bound unto the **City of Upland**, as obligee, in the penal sum of **One Million One Hundred Fifty Nine Thousand and 00/100 Dollars (\$1,159,000.00)**, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

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WHEREAS, the tract on which Principal desires to construct

**Private Improvements – On-Site, Drainage, Traffic Improvements**

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the payment of labor and material as herein provided.

NOW, THEREFORE, if the said Principal shall pay for any materials, provisions, provender or for any work or labor done thereon of any kind, in, on or about the construction of the public improvements or performance of the work to be done in, on or about the above tract then this obligation shall be void; otherwise it shall remain in full force and effect.

NO SUIT, action or proceeding to recover on this bond shall be sustained unless the same be commenced within six (6) months from the completion of said structure or work of improvement.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this **10<sup>th</sup>** day of **January, 2020**.

KB Home Coastal, Inc.

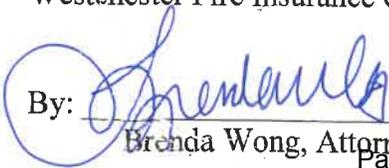
By: 

R. S. HANSEN

VP FORWARD PLANNING

(Name & Title)

Westchester Fire Insurance Company

By: 

Brenda Wong, Attorney-in-Fact

## **SUBDIVISION AGREEMENT**

Tract Map Number 20045

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### **A. Recitals**

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2. Subdivider also undertakes and agrees upon the same consideration to design, construct and install all improvements in accordance with the ordinances and regulations of the City, and to do all other and further acts required of it pursuant to this Agreement.

3. Subdivider agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such improvements.

4. Subdivider agrees that all such improvements shall be constructed and completed in accordance with the city standards required by the City Engineer. In case of dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

5. Subdivider undertakes and agrees that all of the work of improvement shall be completed within three hundred sixty five (365) days from the date of execution of this Agreement.

6. Should Subdivider fail to comply with any of the terms or provisions of this Agreement, Subdivider shall be liable to the City for the reasonable value of any work or improvements not completed or improperly done or performed. In the event of any such failure, the City shall give to Subdivider written notice thereof. Unless the work or improvements covered by said notice, including defective work and improvements, are commenced by Subdivider within fifteen (15) days of the date of said notice and diligently prosecuted to completion, the City may at its option:

a) Collect from Subdivider the reasonable value of the work and improvements not so done and performed by Subdivider, to be measured by the anticipated costs and expenses of completing the same; or

b) The City may complete said work and improvements not so completed by Subdivider and collect its costs and expenses in completing the same; or

c) The City may, as to some of such work and improvements, proceed under remedy (a) above, and as to the remainder, under remedy (b) above.

The City may change any election prior to trial of any lawsuit, and prior thereto no election of remedies shall be binding upon the City. In either event, there shall be included in said "costs and expenses," the reasonable overhead expenses of the City. In addition to the foregoing, Subdivider shall be liable to the City for reasonable attorneys' fees and court costs incurred by the City in enforcing the obligations of Subdivider under this Agreement.

7. All slope banks over three (3) feet in vertical height within said Tract Map shall be landscaped with landscaping approved by the City Engineer. Sprinklers shall be installed on all slopes over three (3) feet in vertical height along arterial streets and shall be of a type and according to a sprinkler plan approved by the City Engineer, with sprinkler turn-ons at the tops of the slopes, and connected with the remainder of the water systems of the lots of which such slopes are a part.

8. Subdivider shall, at its sole cost and expense, secure and furnish to the City, bonds in a form approved by the City, executed by a corporation authorized to transact surety business within the State of California, for the following amounts and purposes:

(a) A bond in the amount of \$ 3,160,000 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No. \_\_\_\_\_;

(b) A bond in the amount of \$ 1,580,500 securing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them with respect to said public improvements, see Labor and Materials Bond No. \_\_\_\_\_;

(c) A cash deposit in the amount of \$ 25,000 securing the setting of monuments.

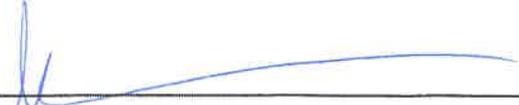
9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair any defects which occur in the work of improvements within a one (1) year period thereof following acceptance by the City.

10. As a condition precedent to the acceptance of the improvements hereunder as being complete and prior to the release of any bonds required under paragraph 8, hereof, securing the faithful performance of Subdivider's obligations hereunder, Subdivider shall give a bond with a corporate bonding company or similar instrument, satisfactory to the City in the amount of \$ \_\_\_\_\_ as guarantee and warranty of the work for a one (1) year period following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. Except as to the sole and exclusive negligence of City, its elected officials, officers agents and employees, Subdivider hereby agrees to indemnify, defend and hold harmless, the City, its elected officials, officers, agents and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, costs, expenses or damages to property or injuries to or death of any person or persons, including attorneys fees and all other claims, whether groundless or not, arising out of or related to the acts, errors or omissions of Subdivider, its officers, agents, employees, consultants, subcontractors or other persons, companies or other entities using roadways/streets of the subdivision, performing labor, transporting and/or supplying material, designing, constructing or installing the improvements contemplated in this Subdivision Agreement. Where the Subdivider divides the project in phases and or allows construction vehicles or construction traffic use the same roadways/streets used by residents of the subdivision causing accidents, the Subdivider shall indemnify the City, its officers, its employees and its agents from any and all liability, claims, damages, or injuries to any person or property arising from the Subdivider's actions or actions of his employees, agents, and contractors.

12. All notices to Subdivider may be sent to \_\_\_\_\_, California, \_\_\_\_\_ or at such other address of which the City shall actually receive notice in writing specifically calling attention to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

BY   
SCOTT HANSEN, VP KB HOME COASTAL, INC.  
Name and Company

BY \_\_\_\_\_  
Name and Company

CITY OF UPLAND, a municipal Corporation

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
City Clerk

**SUBDIVISION PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That KB Home Coastal, Inc., as Principal and Westchester Fire Insurance Company, a corporation licensed to transact surety business in the State of **California**, as Surety, are held and firmly bound unto the **City of Upland** as obligee, in the penal sum of **Three Million One Hundred Sixty Thousand and 00/100 Dollars (\$3,160,000.00)**, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a tract of land representing a subdivision entitled **PA-3 Sycamore Hills**

, and

WHEREAS, the map of said tract on which Principal desires to construct

**Public Improvements - Street, Sewer, Water, Drainage, Traffic Improvements**

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of said subdivision.

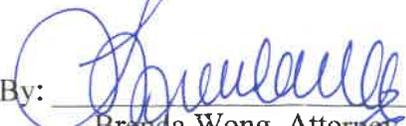
NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void, otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to the amount on the herein above stated penal sum, that said improvements shall be completed in accordance with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 10<sup>th</sup> day of **January, 2020**.

KB Home Coastal, Inc.

By:   
E.S. HANSEN VP FORWARD PLANNING (Name & Title)

Westchester Fire Insurance Company

By:   
Brenda Wong, Attorney-in-Fact

**BOND NO.: K09313552**  
**Premium: Included in**  
**Performance Bond**

**SUBDIVISION LABOR AND MATERIAL BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That KB Home Coastal, Inc., as Principal and Westchester Fire Insurance Company, a corporation licensed to transact surety business in the **State of California**, as Surety, are held and firmly bound unto the **City of Upland**, as obligee, in the penal sum of **One Million Five Hundred Eighty Thousand Five Hundred and 00/100 Dollars (\$1,580,500.00)**, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

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, and

WHEREAS, the tract on which Principal desires to construct

**Public Improvements - Street, Sewer, Water, Drainage, Traffic Improvements**

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the payment of labor and material as herein provided.

NOW, THEREFORE, if the said Principal shall pay for any materials, provisions, provender or for any work or labor done thereon of any kind, in, on or about the construction of the public improvements or performance of the work to be done in, on or about the above tract then this obligation shall be void; otherwise it shall remain in full force and effect.

NO SUIT, action or proceeding to recover on this bond shall be sustained unless the same be commenced within six (6) months from the completion of said structure or work of improvement.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused these presents to be executed by its officers thereunto authorized this 10<sup>th</sup> day of **January, 2020**.

KB Home Coastal, Inc.

By:  (Name & Title)  
R. S. HANSEN, VP FORWARD PLANNING

Westchester Fire Insurance Company

By:   
Brenda Wong, Attorney-in-Fact  
Page 18 of 19



TPM 20045  
KB HOMES





# STAFF REPORT

**ITEM NO. 11.C.**

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**DATE:** February 24, 2020  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, CITY MANAGER  
**PREPARED BY:** STEVE NIX, INTERIM PUBLIC WORKS DIRECTOR  
MICHELLE MADRIZ, MANAGEMENT ANALYST  
**SUBJECT:** USED OIL PAYMENT PROGRAM (OPP CYCLE 10) GRANT

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## **RECOMMENDED ACTION**

It is recommended that the City Council accept the Used Oil Payment Program Cycle 10 Grant Award of \$21,154.

## **GOAL STATEMENT**

The proposed action supports the City's goal by pursuing grant funding to supplement the City's local funding resources and exercising prudent financial management of the City's Solid Waste program funds.

## **BACKGROUND**

On June 26, 2019, the City applied to receive Used Oil Payment Program Cycle 10 (OPP 10) Grant funding to support the City's efforts to properly dispose of and recycle used oil within the City. Used Oil is collected at the City's Household Hazardous (HHW) Collection Center located at the Public Works City Yard at 1370 N. Benson Avenue. Additionally, used oil is collected at auto parts stores and auto repair stores and reported as part of the City's solid waste used oil collection program.

## **ISSUES/ANALYSIS**

This program provides funding from the State for the continued proper management of used oil waste and environmental protection within San Bernardino County.

The OPP funds help to augment and fund the HHW San Bernardino annual waste collection service contract, purchase of used oil collection containers, public outreach efforts and other activities associated with the proper collection, disposal and recycling of used oil.

**FISCAL IMPACTS**

The Solid Waste fund's approved FY 2019/20 operating budget will be increased by \$21,154 for the recommended appropriation and for the OPP 10 grant revenue received.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Application for the OPP 10 Grant FY 19-20**  
**OPP 10 Grant Award Signed RFA**



# Used Oil Payment Program Application Certification

**City of Upland**

**Fiscal Year:** 2019-20

**Cycle:** OPP10

### Program Requirements Summary

**1) Public Resources Code 48691(a)(1)(2)**

Provides a combination of used oil curbside collection and Ensuring Certified Used Oil collection center are available.

**2) Public Resources Code 48691(b)**

Our program has a public education component that informs the public of locally available used oil recycling opportunities.

**3) Are you currently participating in mediation mandated by AB506, have attempted to initiate such mediation or have you declared a fiscal emergency within the last 12 months?**

No

### Acceptance of Used Oil Payment Program Provisions

Applicant acknowledges that submittal of this application constitutes acceptance of all provisions as contained in the Used Oil Payment Program Guidelines. The Guidelines document is available at:

<http://www.calrecycle.ca.gov/UsedOil/LGPayments/>

### Payment Information

**Payment Option:** April Payment Requested: Standard payment request

**Payment Address:** City of Upland - Public Works Dept. , 460 N. Euclid Ave., Upland , CA 91785

Contact Type	Name	Title
Primary Signatory Authority	Rosemary Hoerning	Interim City Manager & Public Works Director
Secondary	Michelle Madriz	Management Analyst

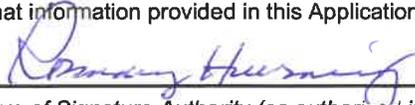
Document Type	Date*	Title
Resolution	6/26/2019	Resolutio No. 6000
Application Certification		Pending Upload
Letter of Designation (LOD)	6/26/2019	OPP 10 Upland Letter of Designation 6.25.2019

\* Document Due Date: 07/30/2019

Participant Jurisdiction	Document Type	Date
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### Penalty of Perjury Statement:

"I certify under penalty of perjury, under the laws of the State of California that I am authorized to sign this application on behalf of Applicant, that I have read the Used Oil Payment Guidelines and that to the best of my knowledge and belief that information provided in this Application is true and correct."

X  6/26/19  
 Signature of Signature Authority (as authorized in Resolution) or  
 Authorized Designee (as authorized in Letter of Designation) Date  
Rosemary Hoerning Interim City Manager  
 Print Name Print Title

**IMPORTANT! Applicant must print out this page, obtain Signature of Signature Authority, upload signed document to the LoGOPP system, and retain the original document in Applicant's cycle file.**

# Request for Approval

**To:** **Matt Henigan**  
Deputy Director, Materials Management and Local Assistance Division

**From:** **Michelle Martin**  
Branch Chief, Financial Resources Management Branch

**Request Date:** **October 1, 2019**

**Decision Subject:** Awards and Distribution of Payments for the Used Oil Payment Program (Used Oil Recycling Fund, Fiscal Year 2019–20)

**Action By:** ~~October 15, 2019~~ (Revised November 19, 2019)

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## Summary of Request

This request was revised because the previous awards, approved on October 4, 2019, were incorrect due to a data collection error with loading the population data. Staff requests approval of payments for the Used Oil Payment Program (OPP) Cycle 10 for fiscal year (FY) 2019–20. CalRecycle received 207 eligible applications. The total amount of funding available in FY 2019–20 is \$11,000,000.

## Recommendation

Staff recommends approval of payments to qualifying OPP Cycle 10 applicants as identified in Table 1 and Table 2. Table 1 lists four recommended recipients requesting payment in fall 2019, totaling ~~\$145,785~~ \$145,481. Table 2 lists 203 recommended recipients requesting payment in spring 2020, totaling ~~\$10,854,215~~ \$10,854,519.

**Table 1. Recommended Awards (Fall 2019)**

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>City of Covina</b>	\$13,248	<u>\$13,227</u>
<b>City of Napa</b>	\$21,466	<u>\$21,424</u>
<b>City of Vernon</b>	\$5,000	<u>\$5,000</u>
<b>Riverside County</b>	\$106,071	<u>\$105,830</u>
<b>Fall 2019 Total</b>	<b><u>\$145,785</u></b>	<b><u>\$145,481</u></b>

**Table 2. Recommended Awards (Spring 2020)**

<b>Applicant Name</b>	<b>Total Award</b>	<b><u>Revised Total Award</u></b>
<b>Amador County</b> Participants: <ul style="list-style-type: none"> <li>• City of Amador City</li> <li>• City of Lone</li> <li>• City of Jackson</li> <li>• City of Plymouth</li> <li>• City of Sutter Creek</li> </ul>	\$35,000	<u>\$35,000</u>
<b>Butte County</b> Participants: <ul style="list-style-type: none"> <li>• City of Biggs</li> <li>• City of Gridley</li> <li>• City of Oroville</li> </ul>	\$37,355	<u>\$37,324</u>
<b>Calaveras County</b> Participants: <ul style="list-style-type: none"> <li>• City of Angels Camp</li> </ul>	\$16,337	<u>\$16,333</u>
<b>Castro Valley Sanitary District</b> Participants: <ul style="list-style-type: none"> <li>• Alameda County</li> </ul>	\$40,396	<u>\$40,320</u>
<b>City and County of San Francisco</b>	\$237,512	<u>\$236,942</u>
<b>City of Agoura Hills</b>	\$5,723	<u>\$5,721</u>
<b>City of Alameda</b>	\$21,419	<u>\$21,378</u>
<b>City of Anaheim</b>	\$96,585	<u>\$96,356</u>
<b>City of Antioch</b>	\$30,703	<u>\$30,638</u>
<b>City of Arcadia</b>	\$15,936	<u>\$15,909</u>
<b>City of Arcata</b>	\$5,000	<u>\$5,000</u>
<b>City of Avalon</b>	\$5,000	<u>\$5,000</u>
<b>City of Azusa</b>	\$13,902	<u>\$13,880</u>
<b>City of Bakersfield</b>	\$104,603	<u>\$104,354</u>
<b>City of Baldwin Park</b>	\$20,874	<u>\$20,834</u>
<b>City of Bell Gardens</b>	\$21,148	<u>\$11,647</u>
<b>City of Bellflower</b>	\$11,663	<u>\$21,108</u>
<b>City of Benicia</b>	\$7,529	<u>\$7,523</u>
<b>City of Berkeley</b>	\$33,233	<u>\$33,162</u>
<b>City of Beverly Hills</b> Participants: <ul style="list-style-type: none"> <li>• City of Culver City</li> <li>• City of West Hollywood</li> </ul>	\$30,304	<u>\$30,265</u>
<b>City of Brentwood</b>	\$17,217	<u>\$17,186</u>
<b>City of Buena Park</b>	\$22,511	<u>\$22,467</u>
<b>City of Burbank</b>	\$28,569	<u>\$28,510</u>

<b>Applicant Name</b>	<b>Total Award</b>	<b><u>Revised Total Award</u></b>
<b>City of Calabasas</b> Participants: <ul style="list-style-type: none"> <li>• City of Hidden Hills</li> </ul>	\$11,635	<u>\$11,631</u>
<b>City of Camarillo</b>	\$18,886	<u>\$18,851</u>
<b>City of Carpinteria</b>	\$5,000	<u>\$5,000</u>
<b>City of Carson</b>	\$25,254	<u>\$25,204</u>
<b>City of Ceres</b>	\$13,418	<u>\$13,397</u>
<b>City of Cerritos</b>	\$13,741	<u>\$13,719</u>
<b>City of Chico</b>	\$30,222	<u>\$30,159</u>
<b>City of Chino</b>	\$24,241	<u>\$24,193</u>
<b>City of Chula Vista</b> Participants: <ul style="list-style-type: none"> <li>• City of Coronado</li> <li>• City of El Cajon</li> <li>• City of Imperial Beach</li> <li>• City of La Mesa</li> <li>• City of Lemon Grove</li> <li>• City of National City</li> <li>• City of Santee</li> </ul>	\$172,112	<u>\$171,782</u>
<b>City of Citrus Heights</b>	\$23,775	<u>\$23,728</u>
<b>City of Claremont</b>	\$9,929	<u>\$9,917</u>
<b>City of Compton</b>	\$26,625	<u>\$26,571</u>
<b>City of Concord</b>	\$34,994	<u>\$34,919</u>
<b>City of Davis</b>	\$18,854	<u>\$18,819</u>
<b>City of Diamond Bar</b>	\$15,562	<u>\$15,535</u>
<b>City of Dixon</b>	\$5,442	<u>\$5,440</u>
<b>City of Downey</b>	\$30,786	<u>\$30,721</u>
<b>City of Duarte</b>	\$6,021	<u>\$6,018</u>
<b>City of Dublin</b>	\$17,463	<u>\$17,431</u>
<b>City of El Monte</b>	\$31,589	<u>\$31,523</u>
<b>City of Elk Grove</b>	\$46,841	<u>\$46,737</u>
<b>City of Escondido</b>	\$41,128	<u>\$41,037</u>
<b>City of Fairfield</b>	\$31,574	<u>\$31,508</u>
<b>City of Folsom</b>	\$21,558	<u>\$21,517</u>
<b>City of Fontana</b>	\$57,056	<u>\$56,926</u>
<b>City of Fremont</b>	\$62,546	<u>\$62,402</u>
<b>City of Fresno</b>	\$144,189	<u>\$143,840</u>
<b>City of Galt</b>	\$7,239	<u>\$7,233</u>
<b>City of Garden Grove</b>	\$47,145	<u>\$47,039</u>
<b>City of Gardena</b>	\$16,514	<u>\$16,485</u>
<b>City of Glendale</b>	\$55,500	<u>\$55,374</u>

<b>Applicant Name</b>	<b>Total Award</b>	<b><u>Revised Total Award</u></b>
<b>City of Glendora</b>	\$14,119	<u>\$14,096</u>
<b>City of Hawaiian Gardens</b>	\$5,000	<u>\$5,000</u>
<b>City of Hawthorne</b>	\$23,711	<u>\$23,664</u>
<b>City of Hayward</b>	\$42,925	<u>\$42,830</u>
<b>City of Hermosa Beach</b>	\$5,456	<u>\$5,455</u>
<b>City of Huntington Beach</b>	\$54,823	<u>\$54,699</u>
<b>City of Huntington Park</b>	\$16,059	<u>\$16,032</u>
<b>City of Indio</b>	\$24,127	<u>\$24,079</u>
<b>City of Inglewood</b>	\$30,340	<u>\$30,276</u>
<b>City of Irwindale</b>	\$5,000	<u>\$5,000</u>
<b>City of La Mirada</b>	\$21,965	<u>\$13,410</u>
<b>City of La Verne</b>	\$43,507	<u>\$9,030</u>
<b>City of Laguna Beach</b>	\$18,045	<u>\$6,395</u>
<b>City of Lakewood</b>	\$11,079	<u>\$21,923</u>
<b>City of Lancaster</b>	\$9,040	<u>\$43,411</u>
<b>City of Lawndale</b>	\$9,103	<u>\$9,093</u>
<b>City of Livermore</b>	\$24,566	<u>\$24,517</u>
<b>City of Lompoc</b>	\$11,845	<u>\$11,828</u>
<b>City of Long Beach</b>	\$127,635	<u>\$127,328</u>
<b>City of Los Angeles</b>	\$1,084,598	<u>\$1,081,895</u>
<b>City of Lynwood</b>	\$19,279	<u>\$19,243</u>
<b>City of Manhattan Beach</b>	\$9,771	<u>\$9,759</u>
<b>City of Martinez</b>	\$10,460	<u>\$10,446</u>
<b>City of Modesto</b>	\$57,894	<u>\$57,762</u>
<b>City of Monrovia</b> Participants: <ul style="list-style-type: none"> <li>• City of Bradbury</li> <li>• City of Sierra Madre</li> </ul>	\$20,471	<u>\$20,457</u>
<b>City of Montclair</b>	\$10,748	<u>\$10,734</u>
<b>City of Montebello</b>	\$17,374	<u>\$17,343</u>
<b>City of Monterey Park</b>	\$16,725	<u>\$16,695</u>
<b>City of Moorpark</b>	\$10,066	<u>\$10,053</u>
<b>City of Moreno Valley</b>	\$56,041	<u>\$55,913</u>
<b>City of Newark</b>	\$13,204	<u>\$13,183</u>
<b>City of Norwalk</b>	\$28,781	<u>\$28,722</u>
<b>City of Novato</b>	\$14,654	<u>\$14,630</u>

<b>Applicant Name</b>	<b>Total Award</b>	<b><u>Revised Total Award</u></b>
<b>City of Oakland</b> Participants: <ul style="list-style-type: none"> <li>• City of Albany</li> <li>• City of Emeryville</li> <li>• City of Piedmont</li> </ul>	\$131,664	<u>\$131,384</u>
<b>City of Oakley</b>	\$11,338	<u>\$11,322</u>
<b>City of Oceanside</b>	\$47,914	<u>\$47,807</u>
<b>City of Ontario</b>	\$47,980	<u>\$47,873</u>
<b>City of Oxnard</b>	\$56,466	<u>\$56,337</u>
<b>City of Palmdale</b>	\$42,501	<u>\$42,407</u>
<b>City of Paramount</b>	\$15,025	<u>\$15,000</u>
<b>City of Pasadena</b>	\$39,403	<u>\$39,316</u>
<b>City of Pico Rivera</b>	\$17,317	<u>\$17,286</u>
<b>City of Pittsburg</b>	\$19,600	<u>\$19,564</u>
<b>City of Pleasant Hill</b>	\$9,538	<u>\$9,527</u>
<b>City of Pleasanton</b>	\$21,735	<u>\$21,693</u>
<b>City of Pomona</b>	\$41,549	<u>\$41,458</u>
<b>City of Poway</b>	\$13,636	<u>\$13,614</u>
<b>City of Rancho Cordova</b>	\$20,118	<u>\$20,081</u>
<b>City of Rancho Cucamonga</b>	\$48,287	<u>\$48,179</u>
<b>City of Rancho Palos Verdes</b>	\$11,553	<u>\$11,536</u>
<b>City of Redding</b>	\$25,049	<u>\$24,999</u>
<b>City of Redondo Beach</b>	\$18,508	<u>\$18,475</u>
<b>City of Rialto</b>	\$28,923	<u>\$28,863</u>
<b>City of Rolling Hills Estates</b>	\$5,000	<u>\$5,000</u>
<b>City of Rosemead</b>	\$14,918	<u>\$14,893</u>
<b>City of Roseville</b>	\$37,612	<u>\$37,531</u>
<b>City of Sacramento</b>	\$136,536	<u>\$136,207</u>
<b>City of San Bernardino</b>	\$58,977	<u>\$58,841</u>
<b>City of San Buenaventura (Ventura)</b>	\$29,164	<u>\$29,104</u>
<b>City of San Diego</b>	\$381,449	<u>\$380,507</u>
<b>City of San Dimas</b>	\$9,412	<u>\$9,401</u>
<b>City of San Gabriel</b>	\$11,182	<u>\$11,166</u>
<b>City of San Leandro</b>	\$24,240	<u>\$24,192</u>
<b>City of San Marcos</b>	\$26,533	<u>\$26,479</u>
<b>City of San Marino</b>	\$5,000	<u>\$5,000</u>
<b>City of Santa Ana</b>	\$90,781	<u>\$90,566</u>
<b>City of Santa Barbara</b>	\$25,235	<u>\$25,184</u>
<b>City of Santa Clarita</b>	\$58,673	<u>\$58,539</u>
<b>City of Santa Maria</b>	\$28,946	<u>\$28,886</u>

<b>Applicant Name</b>	<b>Total Award</b>	<b><u>Revised Total Award</u></b>
<b>City of Santa Monica</b>	\$25,251	<u>\$25,201</u>
<b>City of Santa Paula</b>	\$8,390	<u>\$8,382</u>
<b>City of Seal Beach</b>	\$6,859	<u>\$6,854</u>
<b>City of Simi Valley</b>	\$34,411	<u>\$34,337</u>
<b>City of South El Monte</b>	\$5,844	<u>\$5,842</u>
<b>City of South Gate</b>	\$26,106	<u>\$26,053</u>
<b>City of South Pasadena</b>	\$7,173	<u>\$7,168</u>
<b>City of Suisun City</b>	\$8,033	<u>\$8,025</u>
<b>City of Temple City</b>	\$9,948	<u>\$9,936</u>
<b>City of Thousand Oaks</b>	\$34,905	<u>\$34,830</u>
<b>City of Torrance</b>	\$39,870	<u>\$39,783</u>
<b>City of Union City</b>	\$20,238	<u>\$20,200</u>
<b>City of Upland</b>	\$21,195	<u>\$21,154</u>
<b>City of Vacaville</b>	\$26,651	<u>\$26,597</u>
<b>City of Vallejo</b>	\$32,217	<u>\$32,149</u>
<b>City of Victorville</b>	\$34,096	<u>\$34,023</u>
<b>City of Vista</b>	\$27,504	<u>\$27,448</u>
<b>City of Walnut</b>	\$8,329	<u>\$8,321</u>
<b>City of Watsonville</b>	\$14,361	<u>\$14,337</u>
<b>City of West Covina</b>	\$29,150	<u>\$29,089</u>
<b>City of West Sacramento</b>	\$14,600	<u>\$14,575</u>
<b>City of Westlake Village</b>	\$5,000	<u>\$5,000</u>
<b>City of Whittier</b>	\$23,623	<u>\$23,576</u>
<b>City of Woodland</b>	\$16,312	<u>\$16,284</u>
<b>City of Yucaipa</b>	\$14,850	<u>\$14,825</u>
<b>Coachella Valley Association of Governments</b> Participants: <ul style="list-style-type: none"> <li>• City of Blythe</li> <li>• City of Cathedral City</li> <li>• City of Coachella</li> <li>• City of Desert Hot Springs</li> <li>• City of Indian Wells</li> <li>• City of La Quinta</li> <li>• City of Palm Desert</li> <li>• City of Palm Springs</li> <li>• City of Rancho Mirage</li> </ul>	\$95,610	<u>\$89,899</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>Contra Costa Clean Water Program</b> Participants: <ul style="list-style-type: none"> <li>• City of Clayton</li> <li>• City of Lafayette</li> <li>• City of Orinda</li> <li>• City of San Ramon</li> <li>• City of Walnut Creek</li> <li>• Town of Danville</li> <li>• Town of Moraga</li> </ul>	\$76,447	<u>\$76,343</u>
<b>Contra Costa County</b>	\$46,804	<u>\$46,711</u>
<b>Del Norte Solid Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of Crescent City</li> <li>• Del Norte County</li> </ul>	\$15,000	<u>\$15,000</u>
<b>El Dorado County</b> Participants: <ul style="list-style-type: none"> <li>• City of Placerville</li> <li>• City of South Lake Tahoe</li> </ul>	\$53,951	<u>\$53,866</u>
<b>Fresno County</b> Participants: <ul style="list-style-type: none"> <li>• City of Clovis</li> <li>• City of Coalinga</li> <li>• City of Firebaugh</li> <li>• City of Fowler</li> <li>• City of Huron</li> <li>• City of Kerman</li> <li>• City of Kingsburg</li> <li>• City of Mendota</li> <li>• City of Orange Cove</li> <li>• City of Parlier</li> <li>• City of Reedley</li> <li>• City of San Joaquin</li> <li>• City of Sanger</li> <li>• City of Selma</li> </ul>	\$150,455	<u>\$150,278</u>
<b>Glenn County</b>	\$10,000	<u>\$10,000</u>
<b>Humboldt Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of Blue Lake</li> <li>• City of Eureka</li> <li>• City of Ferndale</li> <li>• City of Rio Dell</li> <li>• City of Trinidad</li> <li>• Humboldt County</li> </ul>	\$46,935	<u>\$46,905</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>Imperial Valley Resource Management Agency</b> Participants: <ul style="list-style-type: none"> <li>• City of Brawley</li> <li>• City of Calexico</li> <li>• City of Calipatria</li> <li>• City of El Centro</li> <li>• City of Holtville</li> <li>• City of Imperial</li> <li>• City of Westmorland</li> <li>• Imperial County</li> </ul>	\$62,408	<u>\$62,365</u>
<b>Inyo County</b> Participants: <ul style="list-style-type: none"> <li>• City of Bishop</li> </ul>	\$15,000	<u>\$15,000</u>
<b>Kern County</b> Participants: <ul style="list-style-type: none"> <li>• City of Arvin</li> <li>• City of California City</li> <li>• City of Delano</li> <li>• City of Maricopa</li> <li>• City of McFarland</li> <li>• City of Ridgecrest</li> <li>• City of Shafter</li> <li>• City of Taft</li> <li>• City of Tehachapi</li> <li>• City of Wasco</li> </ul>	\$152,776	<u>\$152,545</u>
<b>Lake County</b> Participants: <ul style="list-style-type: none"> <li>• City of Clearlake</li> <li>• City of Lakeport</li> </ul>	\$22,453	<u>\$22,447</u>
<b>Lassen Regional Solid Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of Susanville</li> <li>• Lassen County</li> </ul>	\$15,000	<u>\$15,000</u>
<b>Los Angeles County</b> Participants: <ul style="list-style-type: none"> <li>• City of Alhambra</li> <li>• City of Bell</li> <li>• City of Commerce</li> <li>• City of La Cañada Flintridge</li> <li>• City of San Fernando</li> <li>• City of Santa Fe Springs</li> </ul>	\$337,172	<u>\$336,428</u>
<b>Madera County</b>	\$20,221	<u>\$20,195</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>Marin County Hazardous and Solid Waste Management</b> Participants: <ul style="list-style-type: none"> <li>• City of Belvedere</li> <li>• City of Larkspur</li> <li>• City of Mill Valley</li> <li>• City of San Rafael</li> <li>• City of Sausalito</li> <li>• Marin County</li> <li>• Town of Corte Madera</li> <li>• Town of Fairfax</li> <li>• Town of Ross</li> <li>• Town of San Anselmo</li> <li>• Town of Tiburon</li> </ul>	\$80,116	<u>\$80,066</u>
<b>Mendocino Solid Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of Fort Bragg</li> <li>• City of Point Arena</li> <li>• City of Ukiah</li> <li>• City of Willits</li> <li>• Mendocino County</li> </ul>	\$36,302	<u>\$36,286</u>
<b>Merced County Regional Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of Atwater</li> <li>• City of Dos Palos</li> <li>• City of Gustine</li> <li>• City of Livingston</li> <li>• City of Los Banos</li> <li>• City of Merced</li> <li>• Merced County</li> </ul>	\$84,545	<u>\$84,434</u>
<b>Modoc County</b> Participants: <ul style="list-style-type: none"> <li>• City of Alturas</li> </ul>	\$15,000	<u>\$15,000</u>
<b>Mono County</b>	\$10,000	<u>\$10,000</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>Monterey County</b> Participants: <ul style="list-style-type: none"> <li>• City of Carmel-by-the-Sea</li> <li>• City of Del Rey Oaks</li> <li>• City of Gonzales</li> <li>• City of Greenfield</li> <li>• City of King City</li> <li>• City of Marina</li> <li>• City of Monterey</li> <li>• City of Pacific Grove</li> <li>• City of Salinas</li> <li>• City of Sand City</li> <li>• City of Seaside</li> <li>• City of Soledad</li> </ul>	\$138,440	<u>\$138,266</u>
<b>Napa County</b> Participants: <ul style="list-style-type: none"> <li>• City of American Canyon</li> <li>• City of Calistoga</li> <li>• City of St. Helena</li> <li>• Town of Yountville</li> </ul>	\$30,666	<u>\$30,664</u>
<b>Nevada County</b>	\$18,128	<u>\$18,108</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>Orange County</b> Participants: <ul style="list-style-type: none"> <li>• City of Brea</li> <li>• City of Costa Mesa</li> <li>• City of Cypress</li> <li>• City of Dana Point</li> <li>• City of Fountain Valley</li> <li>• City of Fullerton</li> <li>• City of Irvine</li> <li>• City of La Habra</li> <li>• City of La Palma</li> <li>• City of Laguna Hills</li> <li>• City of Laguna Niguel</li> <li>• City of Lake Forest</li> <li>• City of Los Alamitos</li> <li>• City of Mission Viejo</li> <li>• City of Newport Beach</li> <li>• City of Orange</li> <li>• City of Rancho Santa Margarita</li> <li>• City of San Clemente</li> <li>• City of San Juan Capistrano</li> <li>• City of Stanton</li> <li>• City of Tustin</li> <li>• City of Villa Park</li> <li>• City of Westminster</li> <li>• City of Yorba Linda</li> </ul>	\$487,545	<u>\$516,529</u>
<b>Plumas County</b>	\$10,000	<u>\$10,000</u>
<b>Regional Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of Live Oak</li> <li>• City of Marysville</li> <li>• City of Wheatland</li> <li>• City of Yuba City</li> <li>• Sutter County</li> <li>• Yuba County</li> </ul>	\$60,045	<u>\$59,995</u>
<b>Rural Counties ESJPA</b> Participants: <ul style="list-style-type: none"> <li>• Alpine County</li> <li>• City of Colusa</li> <li>• City of Williams</li> <li>• Colusa County</li> <li>• Mariposa County</li> </ul>	\$40,000	<u>\$40,000</u>
<b>Sacramento County</b>	\$159,761	<u>\$159,386</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>San Benito County</b> Participants: <ul style="list-style-type: none"> <li>• City of Hollister</li> <li>• City of San Juan Bautista</li> </ul>	\$25,905	<u>\$25,891</u>
<b>San Bernardino County</b> Participants: <ul style="list-style-type: none"> <li>• City of Adelanto</li> <li>• City of Big Bear Lake</li> <li>• City of Colton</li> <li>• City of Grand Terrace</li> <li>• City of Hesperia</li> <li>• City of Highland</li> <li>• City of Loma Linda</li> <li>• City of Needles</li> <li>• City of Redlands</li> <li>• City of Twentynine Palms</li> <li>• Town of Yucca Valley</li> </ul>	\$204,586	<u>\$204,236</u>
<b>San Diego County</b>	\$138,605	<u>\$138,283</u>
<b>San Joaquin County</b> Participants: <ul style="list-style-type: none"> <li>• City of Escalon</li> <li>• City of Lathrop</li> <li>• City of Lodi</li> <li>• City of Manteca</li> <li>• City of Ripon</li> <li>• City of Stockton</li> <li>• City of Tracy</li> </ul>	\$211,147	<u>\$210,731</u>
<b>San Luis Obispo County Integrated Waste Management</b> Participants: <ul style="list-style-type: none"> <li>• City of Arroyo Grande</li> <li>• City of Atascadero</li> <li>• City of El Paso De Robles (Paso Robles)</li> <li>• City of Grover Beach</li> <li>• City of Morro Bay</li> <li>• City of Pismo Beach</li> <li>• City of San Luis Obispo</li> <li>• San Luis Obispo County</li> </ul>	\$82,462	<u>\$82,368</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<p><b>San Mateo County</b>  Participants:</p> <ul style="list-style-type: none"> <li>• City of Belmont</li> <li>• City of Brisbane</li> <li>• City of Burlingame</li> <li>• City of Daly City</li> <li>• City of East Palo Alto</li> <li>• City of Foster City</li> <li>• City of Half Moon Bay</li> <li>• City of Menlo Park</li> <li>• City of Millbrae</li> <li>• City of Pacifica</li> <li>• City of Redwood City</li> <li>• City of San Bruno</li> <li>• City of San Carlos</li> <li>• City of San Mateo</li> <li>• City of South San Francisco</li> <li>• Town of Atherton</li> <li>• Town of Colma</li> <li>• Town of Hillsborough</li> <li>• Town of Portola Valley</li> <li>• Town of Woodside</li> </ul>	\$231,947	<u>\$231,642</u>
<p><b>Santa Barbara County</b>  Participants:</p> <ul style="list-style-type: none"> <li>• City of Buellton</li> <li>• City of Goleta</li> <li>• City of Solvang</li> </ul>	\$57,967	<u>\$57,885</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>Santa Clara County</b> Participants: <ul style="list-style-type: none"> <li>• City of Campbell</li> <li>• City of Cupertino</li> <li>• City of Gilroy</li> <li>• City of Los Altos</li> <li>• City of Milpitas</li> <li>• City of Monte Sereno</li> <li>• City of Morgan Hill</li> <li>• City of Mountain View</li> <li>• City of Palo Alto</li> <li>• City of San Jose</li> <li>• City of Santa Clara</li> <li>• City of Saratoga</li> <li>• City of Sunnyvale</li> <li>• Town of Los Altos Hills</li> <li>• Town of Los Gatos</li> </ul>	\$533,135	<u>\$532,012</u>
<b>Santa Cruz County</b> Participants: <ul style="list-style-type: none"> <li>• City of Capitola</li> <li>• City of Santa Cruz</li> <li>• City of Scotts Valley</li> </ul>	\$63,944	<u>\$63,847</u>
<b>Shasta County</b> Participants: <ul style="list-style-type: none"> <li>• City of Anderson</li> <li>• City of Shasta Lake</li> </ul>	\$27,766	<u>\$27,746</u>
<b>Sierra County</b> Participants: <ul style="list-style-type: none"> <li>• City of Loyalton</li> </ul>	\$15,000	<u>\$15,000</u>
<b>Siskiyou County</b> Participants: <ul style="list-style-type: none"> <li>• City of Dorris</li> <li>• City of Dunsmuir</li> <li>• City of Etna</li> <li>• City of Fort Jones</li> <li>• City of Montague</li> <li>• City of Mount Shasta</li> <li>• City of Tulelake</li> <li>• City of Weed</li> <li>• City of Yreka</li> </ul>	\$55,000	<u>\$55,000</u>
<b>Solano County</b> Participants: <ul style="list-style-type: none"> <li>• City of Rio Vista</li> </ul>	\$15,000	<u>\$15,000</u>

Applicant Name	Total Award	<u>Revised Total Award</u>
<b>Sonoma County Waste Management Agency</b> Participants: <ul style="list-style-type: none"> <li>• City of Cloverdale</li> <li>• City of Cotati</li> <li>• City of Healdsburg</li> <li>• City of Petaluma</li> <li>• City of Rohnert Park</li> <li>• City of Santa Rosa</li> <li>• City of Sebastopol</li> <li>• City of Sonoma</li> <li>• Sonoma County</li> <li>• Town of Windsor</li> </ul>	\$146,981	<u>\$146,750</u>
<b>Stanislaus County</b> Participants: <ul style="list-style-type: none"> <li>• City of Hughson</li> <li>• City of Newman</li> <li>• City of Oakdale</li> <li>• City of Patterson</li> <li>• City of Riverbank</li> <li>• City of Turlock</li> <li>• City of Waterford</li> </ul>	\$87,011	<u>\$86,908</u>
<b>Tehama County Solid Waste Management Agency</b> Participants: <ul style="list-style-type: none"> <li>• City of Corning</li> <li>• City of Red Bluff</li> <li>• City of Tehama</li> <li>• Tehama County</li> </ul>	\$26,567	<u>\$26,563</u>
<b>Town of Apple Valley</b>	\$19,848	<u>\$19,811</u>
<b>Town of Paradise</b>	\$5,000	<u>\$5,000</u>
<b>Town of Truckee</b>	\$5,000	<u>\$5,000</u>
<b>Trinity County</b>	\$10,000	<u>\$10,000</u>
<b>Tulare County</b> Participants: <ul style="list-style-type: none"> <li>• City of Dinuba</li> <li>• City of Exeter</li> <li>• City of Farmersville</li> <li>• City of Lindsay</li> <li>• City of Porterville</li> <li>• City of Tulare</li> <li>• City of Visalia</li> <li>• City of Woodlake</li> </ul>	\$137,671	<u>\$137,450</u>

<b>Applicant Name</b>	<b>Total Award</b>	<b><u>Revised Total Award</u></b>
<b>Tuolumne County</b> Participants: <ul style="list-style-type: none"> <li>• City of Sonora</li> </ul>	\$18,601	<u>\$18,592</u>
<b>Ventura County</b>	\$26,127	<u>\$26,087</u>
<b>West Contra Costa Integrated Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of El Cerrito</li> <li>• City of Hercules</li> <li>• City of Pinole</li> <li>• City of Richmond</li> <li>• City of San Pablo</li> </ul>	\$57,933	<u>\$57,850</u>
<b>Western Placer Waste Management Authority</b> Participants: <ul style="list-style-type: none"> <li>• City of Auburn</li> <li>• City of Colfax</li> <li>• City of Lincoln</li> <li>• City of Rocklin</li> <li>• Placer County</li> <li>• Town of Loomis</li> </ul>	\$78,244	<u>\$78,135</u>
<b>Western Riverside Council of Governments</b> Participants: <ul style="list-style-type: none"> <li>• City of Banning</li> <li>• City of Calimesa</li> <li>• City of Canyon Lake</li> <li>• City of Corona</li> <li>• City of Eastvale</li> <li>• City of Hemet</li> <li>• City of Jurupa Valley</li> <li>• City of Lake Elsinore</li> <li>• City of Menifee</li> <li>• City of Murrieta</li> <li>• City of Norco</li> <li>• City of Perris</li> <li>• City of Riverside</li> <li>• City of San Jacinto</li> <li>• City of Temecula</li> <li>• City of Wildomar</li> </ul>	\$371,541	<u>\$376,396</u>
<b>Yolo County</b>	\$10,000	<u>\$10,000</u>
<b>Spring 2020 Total</b>	<b>\$10,854,215</b>	<b><u>\$10,854,519</u></b>

# Funding

The FY 2019–20 Budget Act allocates \$11,000,000 to the Used Oil Recycling Fund for the Used Oil Payment Program for this fiscal year.

**Table 3. Funding**

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
Used Oil Recycling Fund (FY 2019–20)	\$11,000,000	\$11,000,000	\$0	Local Assistance/Grants
<b>Total</b>	\$11,000,000	\$11,000,000	\$0	

## Deputy Director Action

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve the payment awards for the Local Government Used Oil Payment Program as listed in Tables 1 and 2. Each proposed payment award is subject to two conditions:

1. Provide full repayment of any outstanding/unspent OPP funds owed by the applicant/recipient (or participating jurisdiction, if applicable) to CalRecycle within 60 (sixty) calendar days of the date of this conditional approval.
2. Comply with the OPP Cycle 10 Guidelines.

**Signed by Matt Henigan on November 18, 2019**

\_\_\_\_\_  
Matt Henigan  
Deputy Director

\_\_\_\_\_  
Dated

## Background and Findings

### Statutory Authority

Public Resources Code (PRC) sections 48600 et seq. describes the California Oil Recycling Enhancement Act, which authorizes CalRecycle to develop and administer an oil collection and recycling program for local jurisdictions. Senate Bill 546 (Lowenthal, Chapter 353, Statutes of 2009) established the Used Oil Payment Program to replace the Used Oil Block Grant Program beginning with FY 2010–11.

PRC section 48653(a)(3)(A) describes the payment calculation and establishes the annual funding amount of \$11,000,000. Payment amounts are determined by multiplying the total annual funding amount by the fraction equal to the population of cities and counties that are eligible for payments pursuant to section 48690, divided by the population of the state using the most recent population estimates provided by the Department of Finance.

## **Program Background**

The Used Oil Payment Program provides, among other things, funding to assist local governments in developing and maintaining an on-going used oil and used oil filter collection/recycling program for their communities. CalRecycle developed Guidelines, which further describe eligibility, payment process and other aspects of program administration.

## **Criteria and Process**

The Notice of Funds Available for FY 2019–20 was placed on the CalRecycle website on May 28, 2019, with an appropriate notice sent to stakeholders. Online applications were due June 27, 2019, with a secondary due date of July 30, 2019, for Resolution submission. CalRecycle received 207 applications and CalRecycle staff is recommending 207 applications for funding. A total of 516 jurisdictions, including individual applicants and participants in regional applications, will receive funding.

Tables 1 and 2 identify the recommended applicants for OPP10 Cycle payments. Payments are calculated per capita using the Department of Finance's population statistics. Each city is eligible to receive a minimum of \$5,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater. Each county is eligible to receive a minimum of \$10,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater.

The FY 2019–20 allocated funds will be distributed by the State Controller's Office to recipients in either fall 2019 or spring 2020. Applicants who requested an early payment must meet the established criteria to be eligible. All funds shall be available for expenditure until June 30, 2021 and are subject to the annual reporting requirement starting in August 2020.



## STAFF REPORT

**ITEM NO. 11.D.**

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**DATE:** February 24, 2020  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, CITY MANAGER  
**PREPARED BY:** STEVEN NIX, INTERIM PUBLIC WORKS DIRECTOR  
MIKE KITCHEN, SPECIAL FLEET CONSULTANT  
**SUBJECT:** REPLACEMENT OF PUBLIC WORKS SERVICE YARD FUEL ISLAND  
FUEL DISPENSERS

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### RECOMMENDED ACTION

It is recommended that City Council authorize the purchase of four (4) Gasboy fuel dispensers from Western Pump in the amount of \$49,016.30, approve the installation of the Fuel Island Dispenser equipment by P. F. Services Inc. in the amount of \$16,710.00 and authorize a contingency in the amount of \$6,573.70, for a total amount of \$72,300.00. It is further recommended that the City Council un-reserve General Fund, fund balance of \$50,000.00 and transfer these funds to Fleet Maintenance and appropriate an additional \$22,300.00 from the Fleet Maintenance fund balance for these project expenses.

### GOAL STATEMENT

The proposed action supports the City's goal to continuously maintain and improve the City's infrastructure and services.

### BACKGROUND

During the mid to late 1980s the Fleet Maintenance Division re-located and updated the fuel island facilities at the Public Work Services Yard with new underground storage tanks and new fuel dispensers. The fuel dispensers are almost over 30 years old and service parts are no longer available to repair the existing units. As such, Fleet Division is recommending the replacement of the four (4) fueling dispensers in order to continue to provide cost-effective and dependable vehicle fueling services.

## **ISSUES/ANALYSIS**

The Fleet Maintenance Division is recommending that the fuel dispensers be purchased directly from the manufacturer's distributor at government pricing through Sourcewell. Sourcewell is a public agency and political subdivision of the State of Minnesota. Cooperative purchasing contracts are awarded at the conclusion of a procurement process following Minnesota's municipal contracting law. This procurement process meets the State of California's cooperative purchasing code 6500 & 6502.

The Upland municipal code section 2.48.080 allows the City to dispense with the bidding procedures when the purchase is beneficial to the interests of the City and is from a supplier who has been awarded a contract resulting from a formal competitive bidding process by another governmental agency. The installation is the result of the bid process.

On December 11, 2019 the sealed bids for the Fuel Island Dispenser Up-Grade Project were opened. The City received two (2) responsive bids. P. F. Services Inc. was the low bidder at \$16,710.00. The City will purchase the fuel dispenser and related equipment directly from Gasboy at government pricing through Sourcewell for \$49,016.30.

## **FISCAL IMPACTS**

The City Council previously reserved \$50,000.00 of fund balance in the General Fund for this project. This amount needs to be unreserved and transferred to the Fleet Maintenance fund to finance a portion of this project. An additional \$22,300.00 of fund balance reserves in the Fleet Maintenance fund are necessary to complete this project. The Fleet Maintenance 2019/20 operating budget needs to be increased by \$72,300.00 using fund balance as a source for \$22,300.00 and a \$50,000.00 transfer from the General fund to fully fund this project (752-5414-5530).

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Fuel Island Bid Opening Log Sheet**  
**Fuel Island Dispenser Quotation**

## BID OPENING LOG SHEET

	VENDOR	SIGN IN	BID# 2020-03
	<b>TOYOTA</b>		
1.	AutoLift 10764 Los Vaqueros Circle Los Alamitos, Ca. 90720 (714) 816 9890		18,943.75
2.	Western Pump 3235 F Street San Diego, Ca. 92102-3315 (619) 239-9988		
3.	P. F. Services Inc. 123 N. 12th Avenue Upland, Ca. 91786 (909) 949-9141		16,710

# WESTERN PUMP, INC.

petroleum & lubrication equipment specialists



August 28, 2019  
Quotation #COU082819

Mr. Mike Kitchen  
**CITY OF UPLAND**  
1370 North Benson Ave,  
Upland, CA 91786

Tel: (909) 931-4254      Email: mkitchen@ci.upland.ca.us

RE: FUEL DISPENSER UPGRADE PROJECT – Proposal to provide fuel dispensers for City of Upland located at 1370 North Benson Ave., Upland CA 91786.

Western Pump is pleased to offer the following quotation:

### EQUIPMENT PACKAGE:

Four (4)	A9-853T1S-0D	Gasboy Atlas 9853K Twin, Side Nozzle, 1 Product with internal standard filter
One (1)	Z-AT0-APULSS	9820: Pulse Output, Single
Three (3)	Z-AT0-HVRP01	9820: VR Piping Kit – Atlas 9823
Three (3)	VP1000M	Gasboy 9800 Series – Non Vapor Ready to healy, Z081H hardware kit, Z081E electrical kit, Z081 vapor kit, VP1000-5 vacuum pump, 137
Six (6) EA	Gas Hardware	8' Hose, Breakaway, Nozzle 900, Hose Retractor
Two (2) EA	Diesel Hardware	Hose 1" x 20' MxM, 1" breakaway, 1" swivel, 1" nozzle, 1" x 12' Hose, Hose Retractor

### TOTAL COST FOR THE ABOVE EQUIPMENT: \$49,020.00

#### *Summary of Costs:*

- Equipment:	\$ 48,386.30
- Freight:	\$ 630.00

### NOTES:

1. Above price includes Sales Tax of 7.75%.
2. Above price excludes any/all installation (equipment only).
3. This proposal includes Sourcewell pricing for the Gasboy Dispensers and equipment.
4. Above price excludes any/all equipment not specifically listed above.
5. After acceptance of order, no changes or cancellations are allowed (custom order).
6. A Finance Charge of 1-1/2% per month (18% per year) may be charged on any unpaid balance remaining at the end of every 30-day period. If payment is not made promptly when due, purchaser must pay all costs and expenses of collection, including reasonable attorney's fees.
7. Terms: net 30.
8. Quotation is valid for thirty (30) days.

If you have any questions, please do not hesitate to contact me at (619) 446-9059. If proposal and terms are acceptable, please sign below and return to Western Pump with your deposit.

Submitted by:

Accepted and Approved by:

\_\_\_\_\_  
Lane McDonald

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mike Kitchen

\_\_\_\_\_  
Date

3235 "F" Street • San Diego, CA 92102-3315 • (888) 239-9988 • Fax (619) 239-9925  
www.westernpump.com



## STAFF REPORT

**ITEM NO. 12.A.**

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**DATE:** February 24, 2020  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, CITY MANAGER  
**PREPARED BY:** ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR  
JOSHUA WINTER, ASSOCIATE PLANNER  
**SUBJECT:** CONSIDERATION OF A STREET VACATION, CONDITIONAL USE PERMIT, SITE PLAN REVIEW, DESIGN REVIEW AND ENVIRONMENTAL ASSESSMENT REVIEW FOR THE DEVELOPMENT OF A NEW DRIVE-THROUGH COFFEE SHOP WITHIN THE EXISTING SHOPPING CENTER LOCATED AT 275 EAST FOOTHILL BOULEVARD (APN: 1045-551-04)

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### RECOMMENDED ACTION

It is recommended that the City Council find that the Street Vacation (SV-19-01) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines and adopt a Resolution approving Street Vacation No. SV-19-01, to vacate 3,983 square feet of a portion of the frontage road on the north side of Foothill Boulevard right-of-way, located approximately 175 linear feet east of the intersection of Foothill Boulevard and Second Avenue. It is further recommended that the City Council find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines and adopt a Resolution approving Conditional Use Permit No. CUP-19-08, Site Plan Review No. SP-19-05, Design Review No. DR-19-08, and Environmental Assessment Review No. EAR-0082 for the establishment of a new 2,049 square foot drive-through coffee shop (Starbucks) with outdoor seating located within an existing shopping center located at 275 E. Foothill Blvd (APN: 1045-551-04).

### GOAL STATEMENT

The proposed action supports the City's goals identified in the General Plan as follows:

1. Policy LU-3.1 Economic Development. Retain and attract land uses that generate revenue to the City, provide employment for residents while balancing other community needs such as housing, parks and open space, and public facilities.

- The proposed use will provide a tax generating business and provide employment for residents.
2. Policy LU-3.2 Economic Revitalization. Promote the development of vacant and underutilized parcels with higher intensity commercial and industrial land uses.
- The proposed project will result in the demolition of a blighted building, and the construction of a new higher intensity drive-through coffee shop.
3. Policy LU-3.5 Commercial Revitalization. Encourage the revitalization of aging commercial centers to improve the tax base and provide improved commercial services for the community.
- The proposed project is the latest project intended for the revitalization of the Upland Village Center.
4. Policy FA-1.1 Economic Development. Focus economic development efforts on attracting and retaining desirable commercial uses along Foothill Boulevard.
- The proposed project results in the construction of a desirable use along the Foothill Corridor.
5. Policy FA-2.1 Service Roads. Coordinate the removal of service roads over time to allow for wider, more pedestrian-oriented public realm consisting of landscaped parkways and a multiple-use path.
- The proposed vacation of the service road within the frontage of the project will accommodate more landscaping frontage, a new sidewalk and better access from Foothill Boulevard.

## **BACKGROUND**

The project site is located within the existing 12.9 acre Upland Village Center, which was constructed in 1968. The restaurant to be demolished, was originally constructed in 1971 as a "Sizzler" restaurant, which changed ownership in 2004, resulting in the name change to "Sizzlin". As of 2016, the restaurant has been closed and unoccupied. More recently, the existing Shopping Center was purchased by Wood Investments, which has resulted in the complete renovation and rehabilitation of the Shopping Center. The proposed project is the latest effort to revitalize the Upland Village Center.

The Planning Commission held a public hearing on the proposed project at its meeting on December 11, 2019. At the Meeting, the Planning Commission had discussion related to the building design, drive-through function, and building accessibility. Ultimately the Planning Commission voted to recommend the City Council approve the street vacation and the project. (See Exhibit C - Resolution No. 4909 and Exhibit D - December 11, 2019 Planning Commission Minutes Excerpt)

## **ISSUES/ANALYSIS**

### STREET VACATION

The project includes a request to vacate a portion of the frontage road along Foothill Boulevard. A petition has been received by the property owner, Wood Investments (Exhibit E – Property Owner Petition), requesting the Vacation of an approximately 3,983 square foot portion of the existing frontage road adjacent to the project site (See Exhibit F - Legal Description and Vacation Map).

California Government Code Section 65402 requires the City to determine that the location, purpose and extent of the proposed street vacation is in conformance with the General Plan. The Planning Commission is the reviewing authority tasked with making the General Plan Conformity Determination.

Upon review of the project and General Plan, the Planning Commission has found the requested vacation is in conformance with the General Plan, described below for consideration of the City Council:

1. Policy FA-2.1 Service Roads. Coordinate the removal of service roads over time to allow for a wider, more pedestrian-oriented public realm consisting of landscaped parkways and a multi-use path.

- The vacation will result in improved landscaping and improved pedestrian and vehicle circulation onto the project site, and the adjacent right-of-way.

2. Policy CIR-1.6 Intersection Improvements. Evaluate impacts of intersection improvements on all modes of travel including bicyclists, pedestrians, and transit.

- The vacation will result in improved pedestrian and vehicle circulation onto the project site, and the adjacent right-of-way.

3. Policy CIR-1.7 Driveway Access Points. Require that driveway access points onto arterial roadways be minimized and located to ensure the smooth and safe flow of vehicles and bicycles"

- The Street Vacation will result in the elimination of a currently poorly designed intersection, in which the shopping center entrance is located off of a curved frontage road that then has access onto Foothill Blvd. The new design will create a typical intersection with clearly defined paths of travel for those entering and exiting the Shopping Center.

The City Council must also make the following findings related to the vacation. Below are the findings and evidence as determined by the Planning Commission, to make said finding for City Council consideration:

1. Finding: A petition has been completed containing the signatures of property owners who own more than two-thirds of the property abutting the portion of the street, alley, or easement to be vacated.

Evidence: A petition has been received by the only adjacent property owner, Wood Investments.

2. Finding: The vacation is in the public interest.

Evidence: The vacation will result in a reoriented driveway into the project site. The reoriented driveway will greatly improve vehicle circulation, as the current layout leaves considerable ambiguity in access, between the frontage road, Foothill Blvd and the shopping center entrance. This results in vehicle conflict and congestion. The modification will result in clarification of the intersection, and will result in a 130 foot long entry throat that creates space for vehicles entering the site to clear the public right-of-way alleviating any potential congestion. The Vacation is consistent with the General Plan.

3. Finding: No property will be denied direct access as a result of the vacation.

Evidence: The vacation only affect's the Upland Village Center, for which access is still provided from Foothill Boulevard.

Based on the factors described above, and consideration of the location, purpose, and extent of the proposed vacation, while maintaining public access in the subject alley, the project is in conformance with the General Plan, as required by California Government Code (Planning and Zoning Law) Section 65402.

## PROJECT

### General Plan

The project site has a Commercial/Residential Mixed-Use (C/R-MU) General Plan land use designation. The intent and purpose of this designation is to support a combination of retail, service commercial and medium-density multiple-family residential uses. The proposed drive-through coffee shop is consistent with this land use designation as it will enhance the mix of uses contained within the commercial center, and is a retail use that is generally located within this type of development.

### Zoning

The proposed use is a conditionally permitted use in the Commercial Residential Mixed-Use (C/R-MU) Zone. The C/R-MU Zone is intended to support the development of compact, walkable, and pedestrian-oriented districts with a combination of retail, local-serving commercial and medium-density multi-family residential developments. The subject property is surrounded by a variety of eating establishments and commercial uses, including: a 99 Cent Store, Ross Dress for Less, Burlington Coat Factory, Raising Cane's Chicken Fingers and MOD Pizza. The proposed use is not anticipated to result in any land use conflicts or nuisances to adjacent uses (such as noise, dust, odor, etc.) (See Exhibit G – General Plan and Zoning Designation).

### Operational Characteristics

The proposed Starbucks coffee shop will occupy a new 2,049 sq. ft. building within the existing Upland Village Center. The business will include a new outdoor patio area approximately 500 square feet, and containing 4, 6 seat tables. The Starbucks is anticipated to have operating hours between 5:00 am and 12:00 am.

### Development Plan/Standards

The project complies with all required development standards as shown in Table 1 below.

Table 1

<b>Development Standard</b>	<b>Code Requirement</b>	<b>Provided</b>
Front Setback (South)	15 feet	30.5 feet
Rear Setback (North)	10 feet	100+ feet
Side Setback (East)	5 feet	17 feet
Side Setback (South)	5 feet	28 feet
Building Height	40 feet	23 feet
Floor Area Ratio (FAR)	1.0 (Site Wide Maximum)	0.26 (Site Wide)

## Site Plan

The new building will be located at the southwest corner of the Upland Village Center. The site design includes the removal of the existing knuckle at the southeast boundary of the site and realignment of the entry. The realignment will allow the new 26 foot wide entry driveway to create an approximately 130 foot entry throat into the project. The building is proposed to be located on the east side of the proposed driveway, with the drive-through entry at the northeast edge of the new driveway. The drive-through will continue south, looping around the new building, and exiting at the east boundary of the project site. The front door to the new building, and the new outdoor seating area are both located at the north side of the building, with a secondary entry/exit at the west side of the building. The site design is consistent with the development standards identified above. (See Exhibit H – Project Plan)

## Parking & Circulation

The property can be accessed by 4 existing driveways, one driveway from N. Euclid Avenue via Eugene Court and three driveways on E. Foothill Boulevard. The internal circulation on site is existing, and operates successfully, and provides adequate access for the provision of emergency vehicles or any other public services vehicles. One area of change includes the reorientation of the entryway at the southeast boundary of the site. The reorientation includes the vacation of a portion of the frontage road. The removal will allow the new 26 foot wide entry drive isle to create an approximately 130 foot entry throat into the project. The reoriented driveway will greatly improve vehicle circulation, as the current layout leaves considerable ambiguity in access, between the frontage road, Foothill Blvd and the shopping center entrance. This results in vehicle conflict and congestion. The modification will result in a standard 90 degree orientation with Foothill Boulevard, and will result in an entry throat that creates space for vehicles entering the site to clear the public right-of-way alleviating any potential congestion.

The shopping center site contains 629 parking spaces. Due to the center having a mix of uses and the parking facilities are shared by all of the businesses within the center, a strict application of the Parking Regulations by individual land use type (i.e. retail, restaurant, entertainment, personal services, etc.) results in 37 more parking spaces required than provided. Section 17.11.030(J) allows a reduction in the required parking under this exact situation where a mix of uses exist and parking facilities are shared. This section allows the Development Services Director to require a parking demand study by a licensed traffic engineer to be prepared and analyze the parking demand based on the mix of uses. Mizuta Traffic Consulting Firm (See Exhibit I – Parking Analysis) was retained and conducted the parking demand study using the Urban Land Institute's (ULI) Shared Parking methodology. This methodology recognizes that different uses often experience individual peak parking demands at different times throughout the weekday and weekend. When uses share common parking spaces, the total of parking spaces needed to accommodate the entire site is determined by adding the parking profiles of each land use rather than individual parking ratios. The parking analysis resulted in a surplus of 35 parking spaces on the weekday and a surplus of 8 parking spaces on the weekend. Therefore, the site contains adequate parking for all uses on site.

Section 17.11.030(J) of the Development Code allows the reviewing authority to grant a reduction in required parking when the following conditions exist:

- a. The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;

Staff's Response: Shared parking calculations recognize that different uses often experience individual peak parking demands at different times throughout the day. Upon reviewing the proposed site plan, the parking demand profiles for the retail, fast-

food restaurant, family restaurant, and supermarket were utilized in the shared parking model. According to the Analysis, the peak weekday parking demand is 594 parking spaces and would occur at 6:00 PM. The peak weekend parking demand is 621 parking spaces and would occur at 2:00 PM. With a parking supply of 629 spaces, there is a surplus of 35 and 8 parking spaces on a weekday and weekend, respectively.

b. The proposed shared parking provided will be adequate to serve each use;

Staff's Response: The shared parking analysis resulted in a surplus of 35 parking spaces on the weekday and 8 parking spaces on the weekend, therefore, the site contains adequate parking for all uses on site.

c. A parking demand study prepared by an independent traffic engineering professional approved by the City supports the proposed reduction; and

Staff's Response: Mizuta Traffic Consulting prepared a Parking analysis dated October 17, 2019 to evaluate the parking demand based on the application of the City's parking requirements and application of the Urban Land Institute's (ULI) Shared Parking methodology which was reviewed by City staff. The analysis supports the proposed reduction.

d. In the case of a shared parking facility that serves more than one property, a parking agreement has been prepared consistent with the provisions of off-site parking facilities.

Staff's Response: In support of the parking reduction, the Applicant has been Conditioned (Condition of Approval No. 20.3) to prepare a shared parking agreement that allows all business on site to utilize non-exclusive parking spaces.

#### Drive-through

The proposed drive-through lane provides a total of 10 stacking spaces. Typically, a minimum of 8 stacking spaces is provided for a drive-through, so the stacking provided is anticipated to be adequate for the proposed use. Conditions of Approval are also included requiring the operator takes measures (e.g. Face to face ordering in the drive-through, staff drive-through control) to ensure adequate operation of the drive-through in the case the drive-through results in any negative impacts to traffic surrounding the project.

#### Landscaping

The project includes new landscaping around the proposed building, as well as landscaping improvements along the new drive isle, and improvements along the right-of-way frontage (See Exhibit J - Landscape Plans). The preliminary planting plan provided utilizes a variety of trees, shrubs and ground covers consistent with the revitalized center, which complement the new building. The landscape design and materials incorporated will provide an attractive environment, greatly beautifying the currently dilapidated site. Conditions of Approval are included for landscape maintenance to ensure landscaping is maintained over time, and a Condition of Approval requiring a final landscape plan for review and approval by the Planning Division have been implemented into the Draft Resolution for City Council consideration.

#### Architectural Design

The proposed building will be built in a modern style, which is complementary to the existing Spanish architectural design of the commercial center. The design proposes to include architectural elements such as decorative stacked stone veneer finishes, metal canopy awnings and score lines similar to the existing center. All elevations emphasize three-dimensional detailing such as cornices, and reveals to cast shadows and create visual interest.

The building massing is broken up with varied roof height and buildings walls with varied setbacks and pop-outs. The materials proposed on the facades will be of high-quality and of durable material to provide an attractive environment and reduce maintenance costs (See Exhibit K- Elevations).

## ENVIRONMENTAL ASSESSMENT

The Street vacation is Categorically Exempt from environmental proceedings pursuant to *Article 5, Section 15061(b)(3)*. The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed street vacation is consistent with the General Plan and only entails the vacation of a small portion of an existing frontage road in front of the subject site which will not cause impacts to ingress and egress into the site or adjacent uses.

Further, the Planning Department staff has determined that the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines and the City's CEQA Guidelines. The project qualifies as a Class 32 exemption under State CEQA Guidelines Section 15332-In-Fill Development Projects for the following reasons: (1) the project is consistent with the applicable General Plan designations and all applicable General Plan policies as well as with the applicable zoning designation and regulations, (2) the proposed development occurs within the City limits on a project site of no more than five acres substantially surrounded by urban uses, (3) the project site has no value as a habitat for endangered, rare or threatened species, (4) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) the site can be adequately served by all required utilities and public services.

Each of the environmental factors required to be reviewed under In-Fill Development (15332) exemption are outlined below:

a) Traffic: A Traffic Summary was prepared for the project which determined that the number of trips generated by the project would not create a significant impact. Trip rates were calculated based on the Coffee/Donut Shop w/Drive-Through Window (937) trip rates from the Institute of Transportation Engineers Trip Generation Manual. It was determined that the project would generate 840 total daily trips and 91 a.m. peak hour trips and 44 p.m. peak hour trips. Staff required the applicant to provide a Level of Service (LOS) Analysis for the intersection of Foothill Boulevard and the proposed driveway entry adjacent to the coffee shop as well as the intersection of Foothill Boulevard and 2<sup>nd</sup> Avenue. The LOS Analysis found that, with the new project, the Level of service would be at a LOS C or lesser during both a.m. and p.m. peak hours, exceeding the General Plan Goal of maintaining an LOS D (General Plan Policy CIR-1.1). Therefore the project will not result in a significant impact related to traffic. (See Exhibit L – Traffic Summary)

b) Noise: the project is required comply with the construction and operational noise and vibration requirements identified in the Noise Ordinance. Best Management Practices (BMP's) have been included as Conditions of Approval to limit construction noise, resulting in a less than significant impact.

c) Air Quality: The project will have a less than significant impact to Air Quality because the project complies with the General Plan. Uplands General Plan and accompanying Climate Action plan provide strategies to address Air Quality and accounts for projects that are consistent with the General Plan, therefore all projects consistent with the General Plan are considered to have a less than significant impact on Air Quality. Additionally, to prevent any impact to Air Quality during construction of the project, standard BMP's have been incorporated into the Conditions of Approval for the project.

d) Water Quality: A Water Quality Management Plan was prepared for the project. It was determined through the review of the project's preliminary water quality plan that the project

would not result in a significant impact related to the water quality of the site or surrounding properties.

e) Biological: The project site is currently fully developed and has no value as a habitat for endangered, rare or threatened species.

### **FISCAL IMPACTS**

The project will likely result in a positive fiscal impact as the business will generate sales tax and employment within the City. Further, the street vacation may result in a minor reduction to annual street maintenance costs. Finally, any property owned in fee by the City within the area to be vacated will be purchased by the developer at fair market value.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

**Exhibit A - Street Vacation Resolution**

**Exhibit B - Project Resolution**

**Exhibit C - Planning Commission Resolution No. 4909**

**Exhibit D - Planning Commission Minutes Excerpt from December 11, 2019**

**Exhibit E - Street Vacation Petition**

**Exhibit F - Legal Description and Vacation Map**

**Exhibit G - General Plan and Zoning**

**Exhibit H - Project Plans**

**Exhibit I - Parking Analysis**

**Exhibit J - Landscape Plans**

**Exhibit K - Elevations**

**Exhibit L - Traffic Summary**

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND APPROVING STREET VACATION NO. SV-19-01, TO VACATE 3,983 SQUARE FEET OF A PORTION OF THE FRONTAGE ROAD ON THE NORTH SIDE OF FOOTHILL BOULEVARD RIGHT-OF-WAY, LOCATED APPROXIMATELY 175 LINEAR FEET EAST OF THE INTERSECTION OF FOOTHILL BOULEVARD AND SECOND AVENUE.

### Intent of the Parties and Findings:

(i) Upland Village Center, LLC (Applicant) has filed an application under the provisions of the Public Streets, Highways, and Service Easements Vacation Law (Division 9, Part 3 of the California Streets and Highways Code), and specifically Chapter 4 (commencing with Section 8330) thereof, to summarily vacate 3,983 square feet of a portion of the frontage road on the north side of Foothill Boulevard, located approximately 175 linear feet east of the intersection of Foothill Boulevard and Second Avenue, as described in Exhibit "A" and shown on Exhibit "B" which are attached and incorporated in this Resolution;

(ii) California Government Code Section 65402 requires the City to determine that the location, purpose and extent of the proposed street vacation is in conformance with the General Plan. The Planning Commission is the review authority tasked with making the General Plan Conformity Determination.

(iii) The State of California Government Code Section 8320-8325 allows the legislative body of a local agency to vacate Public Streets, highways and service easements;

(iv) Upland Municipal Code Section 17.43.050 E. Requires that if one or more permit application is submitted concurrently for a single proposed project, each application shall be acted upon concurrently by the highest review authority. In this case, the highest review authority is the City Council, therefore the Planning Commission shall make a recommendation to the City Council;

(v) Upland Municipal Code Section 17.44 provides that the City Council may attach conditions to the approval of the project as needed to ensure compliance with the Zoning Ordinance, other City Ordinances, the General Plan, and any other applicable community or specific plan, previously approved subdivisions and parcel maps and easements;

(vi) The project is considered a project as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.;

(vii) The City of Upland Planning Commission conducted a duly noticed public hearing on December 11, 2019, at which time it received public testimony concerning the Project, and considered the CEQA Exemption for the proposed project and the project itself;

(viii) The Planning Commission found that the that finding for General Plan Conformity of the Street Vacation (SV-19-01) is exempt from the California Environmental Quality Act (CEQA) pursuant to *Section 15061(b)(3) of the CEQA Guidelines*;

(ix) The City of Upland Planning Division on February 11, 2020, mailed the public hearing notice to each property owner within a 300-foot radius of the project site indicating the date and time of the public hearing in compliance with state law concerning the Project;

(x) The City of Upland City Clerk published a legal notice in the Inland Valley Daily Bulletin, a local paper of general circulation, indicating the date and time of the public hearing in compliance with state law concerning the Project; and

(xi) The City of Upland City Council conducted a duly noticed public hearing on February 24, 2020, at which time it received public testimony concerning the Project, and considered the CEQA Exemption for the proposed project and the project itself.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. Approve Street Vacation No. SV-19-01.

Section 2. The above Recitals are true and correct.

Section 3. The City Council hereby makes the following findings and determinations in connection with the recommendation for approval of the Project.

Section 4. The Street Vacation is consistent with the following General Plan Policies:

1. Policy FA-2.1 Service Roads. Coordinate the removal of service roads over time to allow for a wider, more pedestrian-oriented public realm consisting of landscaped parkways and a multi-use path.

Fact - The vacation will result in improved landscaping and improved pedestrian and vehicle circulation onto the project site, and the adjacent right-of-way.

2. Policy CIR-1.6 Intersection Improvements. Evaluate impacts of intersection improvements on all modes of travel including bicyclists, pedestrians, and transit.

Fact - The vacation will result in improved pedestrian and vehicle circulation onto the project site, and the adjacent right-of-way.

3. Policy CIR-1.7 Driveway Access Points. Require that driveway access points onto arterial roadways be minimized and located to ensure the smooth and safe flow of vehicles and bicycles”

Fact - The Street Vacation will result in the elimination of a currently poorly design intersection, in which the shopping center entrance is located off of a curved frontage road that then has access onto Foothill Blvd. The new design will create typical intersection with clearly defined paths of travel for those entering and exiting the Shopping Center.

Section 5. Per Section 17.44.100(F) the City Council may approve an application for a Street Vacation only if the proposed project complies with applicable standards in the Zoning Ordinance, other City ordinances, the General Plan, and any other applicable community or specific plans, and as supported by all of the following findings:

1. Finding: A petition has been completed containing the signatures of property owners who own more than two-thirds of the property abutting the portion of the street, alley, or easement to be vacated.

Evidence: A petition has been received by the only adjacent property owner, Wood Investments.

2. Finding: The vacation is in the public interest.

Evidence: The vacation will result in a reoriented driveway into the project site. The reoriented driveway will greatly improve vehicle circulation, as the current layout leaves considerable ambiguity in access, between the frontage road, Foothill Blvd and the shopping center entrance. This results in vehicle conflict and congestion. The modification will result in clarification of the intersection, and will result in a 130 foot long entry throat that creates space for vehicles entering the site to clear the public right-of-way alleviating any potential congestion. The Vacation is consistent with the General Plan.

3. Finding: No property will be denied direct access as a result of the vacation.

Evidence: The vacation only affect's the Upland Village Center, of which access is still provided from Foothill Boulevard.

Section 6. Determination. In light of the evidence presented at the hearing on this application, and based on the findings set forth above, the City Council hereby finds that the requirements necessary for the recommendation of approval of the Project, subject to all applicable provisions of the Upland Municipal Code, and the following conditions of approval:

- 10.1 The Street Vacation shall be in substantial compliance with the proposed plan (Exhibit A and B) to the satisfaction of the Public Works Director.
- 10.2 The applicant shall submit a grading plan for review and approval prior to the notice of vacation being recorded.
- 10.3 All utilities within the area of the vacation shall be relocated or an easement shall be provided to the satisfaction of the responsible public utility prior to the notice of vacation being recorded. The City may reserve an easement for Public Utility Purposes over the entire area to be vacated with the right to grant the same to Utility Companies requiring an easement.
- 10.4 The applicant shall guarantee completion of all improvements within the street vacation area through faithful performance bonds or other acceptable means should the improvements not be completed prior to the notice of vacation being recorded.
- 10.5 The applicant shall provide a 30-foot wide easement for vehicular and pedestrian access to the property to the north.
- 10.6 The applicant shall obtain a Building Permit approval from Building and Safety prior to the notice of vacation being recorded.
- 10.7 That the City will process the vacation to the point of recordation, but will withhold recording the notice of vacation until all conditions have been met. If the applicant does not complete the conditions then the City will not proceed with the recordation of the notice of vacation and the City will retain the interest in the street and the vacation will be rescinded.
- 10.8 That once all of the conditions of vacation have been met, the vacated area becomes the property of the applicant, and the applicant shall adhere to all City rules, regulations and ordinances regarding the use and development of the property

Section 7. California Environmental Quality Act (CEQA). The Street Vacation is exempt from the California Environmental Quality Act (CEQA) pursuant to *Section 15061(b)(3) of the CEQA Guidelines*.

Section 8. Inconsistency. If any section, division, sentence, clause, phrase or portion of this resolution or the document in the record in support of this resolution is determined by a court of competent jurisdiction to be invalid, unenforceable, unconstitutional or otherwise void, that determination shall not affect the validity of the remaining sections, divisions, sentences, clauses, phrases of this resolution.

Section 9. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24<sup>th</sup> day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

\_\_\_\_\_  
Keri Johnson, City Clerk

**EXHIBIT "A"**  
**FOOTHILL BOULEVARD VACATION (V- )**

**LEGAL DESCRIPTION**

THAT PORTION OF LOT 516, ONTARIO COLONY LANDS, CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MAP RECORDED ON PAGE 6 OF BOOK 11 OF MAPS, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, OF PARCEL MAP NO. 213, IN SAID CITY, COUNTY AND STATE, AS FILED IN BOOK 6, PAGE 2 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH ALONG THE PROLONGATION OF THE EAST LINE OF SAID PARCEL 4 A DISTANCE OF 0.95 FEET, TO A LINE THAT IS PARALLEL WITH AND 52.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 516 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 00° 01' 05" WEST A DISTANCE OF 20.00 FEET, TO A LINE THAT IS PARALLEL WITH AND 32.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 516; THENCE NORTH 89° 58' 55" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 126.58 FEET; THENCE NORTH 00° 01' 05" EAST 20.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A 65.00 FOOT RADIUS, A RADIAL LINE TO SAID CURVE BEARS NORTH 46° 52' 37" WEST, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF FOOTHILL BOULEVARD; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 53' 43" AN ARC DISTANCE OF 49.11 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A 104.00 FOOT RADIUS; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 16' 01" AN ARC DISTANCE OF 38.60 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE BEING CONCAVE NORTHESTERLY, HAVING A 175.00 FOOT RADIUS; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 15° 16' 55" AN ARC DISTANCE OF 46.68 FEET, MORE OR LESS, TO THE **TRUE POINT OF BEGINNING**.

AREA OF SAID PROPERTY IS APPROXIMATELY 3,983 SQ. FT.

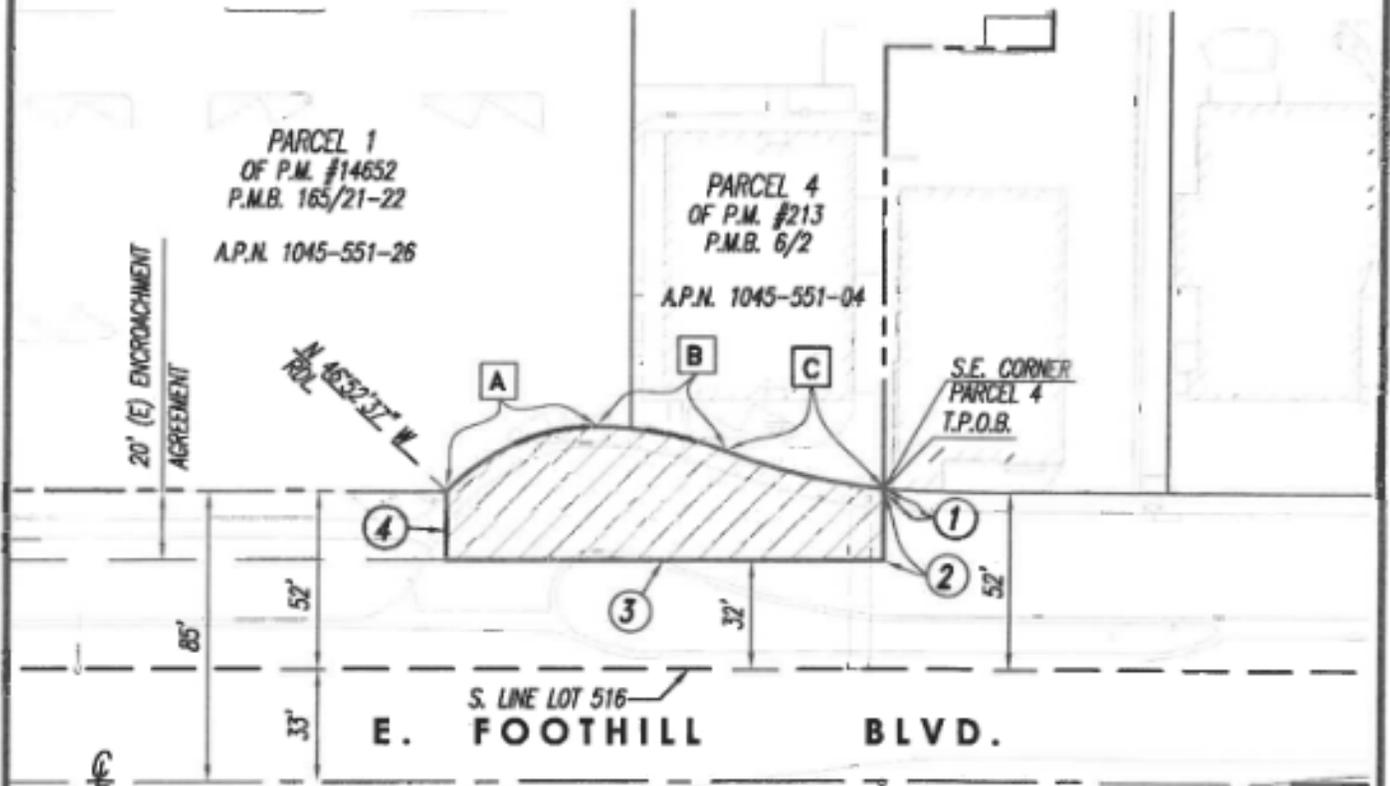
THE PLAT LABELED EXHIBIT "B" IS ATTACHED HERETO AND MADE A PART HEREOF THIS LEGAL DESCRIPTION.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT.

ERIC J. ANDREASEN, L.S. 8256 (LIC EXP. 12-31-20)  
ANDREASEN ENGINEERING, INC.  
580 NORTH PARK AVENUE  
POMONA, CALIFORNIA 91768  
909-623-1595

# EXHIBIT "B"

## FOOTHILL BOULEVARD VACATION (V - )



**DISTANCE TABLE**

#	BEARING	DISTANCE
1	SOUTH	0.95'
2	S 00°01'05" W	20.00'
3	N 89°58'55" W	126.58'
4	N 00°01'05" E	20.00'

**CURVE TABLE**

#	RADIUS	DELTA	LENGTH
A	65.00'	46°53'43"	49.11'
B	104.00'	21°16'01"	38.60'
C	175.00'	15°16'55"	46.68'



**LEGEND:**

- CENTER LINE
- RIGHT OF WAY LINE/ PROPERTY LINE
- INDICATES VACATION AREA

**APPLICANT:**  
WOOD INVESTMENTS, INC.  
580 BROADWAY, SUITE 117  
LAGUNA BEACH, CA 92651  
CONTACT: MATTHEW BUSH  
(949)497-8580



**PREPARED BY:**  
**ANDREASEN ENGINEERING, INC.**

Civil Engineering • Land Surveying • Municipal Engineering  
580 North Park Avenue, Pomona, California 91768  
(909) 825-1385 Fax (909) 820-0016

## RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND APPROVING CONDITIONAL USE PERMIT NO. CUP-19-08, SITE PLAN REVIEW NO. SP-19-05, DESIGN REVIEW NO. DR-19-08, AND ENVIRONMENTAL ASSESSMENT REVIEW NO. EAR-0082 FOR THE ESTABLISHMENT OF A NEW 2,049 SQUARE FOOT DRIVE-THROUGH COFFEE SHOP WITH OUTDOOR SEATING (STARBUCKS) WITHIN AN EXISTING SHOPPING CENTER LOCATED AT 275 E. FOOTHILL BLVD (APN: 1045-551-04).

### Intent of the Parties and Findings:

(i) Upland Village Center, LLC. (Applicant) has filed applications requesting approval of the Project;

(ii) Upland Municipal Code Section 17.43.050 E. Requires that if one or more permit application is submitted concurrently for a single proposed project, each application shall be acted upon concurrently by the highest review authority. In this case, the highest review authority is the City Council, therefore the Planning Commission shall make a recommendation to the City Council;

(iii) Upland Municipal Code Section 17.44 provides that the City Council may attach conditions to the approval of the project as needed to ensure compliance with the Zoning Ordinance, other City Ordinances, the General Plan, and any other applicable community or specific plan, previously approved subdivisions and parcel maps and easements;

(iv) The project is considered a project as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.;

(v) The City of Upland Planning Division on November 27, 2019, posted two (2) true and correct copies of the legal notice at the Upland City Hall Bulletin Board and at the Upland Public Library in accordance with the Upland Municipal Code Section 17.46.020;

(vi) The City of Upland Planning Commission conducted a duly noticed public hearing on December 11, 2019, at which time it received public testimony concerning the Project, and found the project to be exempt from CEQA, and recommended the City Council approve the project;

(vii) The City of Upland Planning Division on February 24, 2020, mailed the public hearing notice to each property owner within a 300-foot radius of the project site indicating the date and time of the public hearing in compliance with state law concerning the Project;

(viii) The City of Upland City Clerk published a legal notice in the Inland Valley Daily Bulletin, a local paper of general circulation, indicating the date and time of the public hearing in compliance with state law concerning the Project; and

(ix) The City of Upland City Council conducted a duly noticed public hearing on February 24, 2020, at which time it received public testimony concerning the Project, and considered the CEQA Exemption for the proposed project and the project itself.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. Approve Conditional Use Permit No. CUP-19-08, Site Plan Review No. SP-19-05, Design Review No. DR-19-08 for a new 2,049 square foot drive-through coffee shop with outdoor seating.

Section 2. The above Recitals are true and correct.

Section 3. Findings. The City Council hereby makes the following findings and determinations in connection with the recommendation for approval of the Project.

Section 4. The project is consistent with the following General Plan Policies:

1. Policy: Policy LU-3.1 Economic Development. Retain and attract land uses that generate revenue to the City, provide employment for residents while balancing other community needs such as housing, parks and open space, and public facilities”

Fact - The proposed use will provide a tax generating business and provide employment for residents.

2. Policy LU-3.2 Economic Revitalization. Promote the development of vacant and underutilized parcels with higher intensity commercial and industrial land uses.

Fact - The proposed project will result in the demolition of a blighted building, and the construction of a new higher intensity drive-through coffee shop.

3. Policy LU-3.5 Commercial Revitalization. Encourage the revitalization of aging commercial centers to improve the tax base and provide improved commercial services for the community.

Fact - The proposed project is the latest project intended for the revitalization of the Upland Village Center.

4. Policy FA-1.1 Economic Development. Focus economic development efforts on attracting and retaining desirable commercial uses along Foothill Boulevard.

Fact - The proposed project results in the construction of a desirable use along the Foothill Corridor.

Section 5. Per Section 17.44.040(F) the City Council may approve an application for a Conditional Use Permit only if the proposed project complies with applicable standards in the Zoning Ordinance, other City ordinances, the General Plan, and any other applicable community or specific plans, and as supported by all of the following findings:

5. Finding - The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses near the subject property.

Evidence – The surrounding area is already developed with uses permitted in zone, and the proposed use will not negatively affect the overall character of the area. The proposed use will bring employees and customers into the area, and compliment the commercial center by offering additional services, in close proximity to an existing residential neighborhood. A traffic analysis was included with the project, which found the Project will not have a significant impact on traffic. Additionally a parking analysis was prepared for the site, which found the site will have adequate parking for the project and existing land uses consistent with Section 17.11(J) for a parking reduction.

6. Finding - The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g. fire and medical) access and public services and utilities.

Evidence – The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency (e.g. fire and medical) access and public services and utilities because the existing site and building provides sufficient space to accommodate the proposed use, and the center’s parking lot provides an adequate number of parking spaces to accommodate the proposed use. Further, circulation on site will largely remain as existing, and is sufficient for public and emergency vehicle (e.g. fire and medical) access.

7. Finding - The proposed use will not be detrimental to the public health, safety, and welfare of the persons residing or working in the neighborhood of the proposed use.

Evidence – No evidence exists to suggest that the proposed use will be detrimental to or endanger the public health, safety, or general welfare. Substantial investment in the area is proposed and the use will draw employees and some customers who will support other businesses in the area. The use has been reviewed, and appropriate conditioned by

Police and Fire Services, ensuring the public health, safety, and welfare of the community.

Section 6. Upland Municipal Code Section 17.44.030(H) provides that the Review Authority may approve a Development Plan (Site Plan and Design Review), shall make a determination to allow the activity based upon the following findings:

1. Finding: The design and layout of the proposed project will not interfere with the use and enjoyment of existing and future neighboring properties and structures.

Evidence: The design and layout of the proposed project will not interfere with the use and enjoyment of existing development and structures in that the site layout provides adequate parking and circulation, as well as a stacking area in the drive-through lane. The driveway access adjacent to the new building will be largely improved. Additionally, conditions of approval, regulating the operation of the use, including the drive-through and Police Department Safety Conditions, are including to ensure that the operation of the site is not detrimental to the existing and future neighboring properties and structures.

2. Finding: The proposed architectural design makes use of appropriate materials, texture, and color, and will remain aesthetically appealing and appropriately maintained.

Evidence: The new building is designed to reflect a clean, contemporary aesthetic through the use of varying parapet heights, varied building wall setbacks and multiple exterior materials. A modern color scheme will compliment cantilever metal entry canopies and stacked-stone veneer. The architectural design visual impact with additional design elements around all sides of the building for a full 360 degree architecture design. Conditions of Approval are included, to ensure the structure will remain aesthetically appealing and appropriately maintained.

3. Finding: The proposed landscaping design, including color, location, size, texture, type, and coverage of plant materials, as well as provisions for irrigation, maintenance, and protection of landscaping elements, will complement structures and provide an attractive environment.

Evidence: As conditioned, the proposed landscaping design will meet the requirements of the Zoning Code. Landscaping shown on the preliminary landscape plan exhibits, including color, location, size, texture, type, and coverage of plant materials, as well as provisions for irrigation, maintenance, and protection of landscaping elements, will complement the structure and provide an attractive environment.

4. Finding: The proposed design will not be materially detrimental to the public health, safety, or welfare, or be injurious to the property or improvements in the vicinity of the proposed project.

Evidence: The design of the project complies with all applicable development standards, which includes, adequate emergency vehicle access, security lighting, and adequate landscaping. Therefore the project will not be detrimental to public health and welfare.

Section 7. Section 17.11(J) of the Development Code allows the reviewing authority to grant a reduction in required parking when the following conditions exist:

8. The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces.

Evidence: Shared parking calculations recognize that different uses often experience individual peak parking demands at different times throughout the day. Upon reviewing the proposed site plan, the parking demand profiles for the retail, fast-food restaurant, family restaurant, and supermarket were utilized in the shared parking model. According to the analysis, the peak weekday parking demand is 594 parking spaces and would occur at 6:00 PM. The peak weekend parking demand is 621 parking spaces and would occur at 2:00 PM. With a parking supply of 629 spaces, there is a surplus of 35 and 8 parking spaces on a weekday and weekend, respectively.

9. The proposed shared parking provided will be adequate to serve each use.

Evidence: The parking analysis resulted in a surplus of 35 parking spaces on the weekday and 8 parking spaces on the weekend, therefore, the site contains adequate parking for all uses on site.

10. A parking demand study prepared by an independent traffic engineering professional approved by the City supports the proposed reduction.

Evidence: Mizuta Traffic Consulting prepared a Parking analysis dated October 17, 2019 to evaluate the parking demand based on the application of the City's parking requirements and application of the Urban Land Institute's (ULI) Shared Parking methodology which was reviewed by City staff. The analysis supports the proposed reduction. (Exhibit E)

11. In the case of a shared parking facility that serves more than one property, a parking agreement has been prepared consistent with the provisions of off-site parking facilities.

Evidence: In support of the parking reduction, the Applicant has been Conditioned (Condition of Approval No. 20.4) to prepare a shared parking agreement that allows all business on site to utilize non-exclusive parking spaces.

Section 8. Determination. In light of the evidence presented at the hearing on this application, and based on the findings set forth above, the City Council hereby finds that the requirements necessary for the approval of the Project, subject to all applicable provisions of the Upland Municipal Code, and the following conditions of approval:

#### 10.0 General Conditions

- 10.1. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.
- 10.2. Prior to issuance of permits, the development plans shall be subject to plan check with the Planning Division, Building Division, Engineering Division, Public Works Department and Fire Department.
- 10.3. No building permits shall be issued until rough grading has been certified by the Engineer of Record, and a building permit has been issued by the Building Division.
- 10.4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash, and debris at all times. Dead, damaged, and/or missing landscaping shall be replaced/replanted, subject to the satisfaction of the Planning Division.
- 10.5. To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of the Conditional Use Permit No. CUP-19-08, Site Plan Review No. SP-19-05, Design Review No. DR-19-08 (project); and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of this Project and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this Project. Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to,

paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

- 10.6. The applicant and recorded property owner of the property shall submit to the Development Services Department written evidence of agreement with all conditions of this approval before the approval becomes effective.
- 10.7. Expansion of project beyond the scope and nature of the project, which would increase the projected scale of the project, shall not be permitted except upon application for and approval of modification to this Approval.
- 10.8. The developer shall not engage in any construction activities other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety or as otherwise approved by the Development Services Director.
- 10.9. Termination of approval if either: (1) development has not been diligently commenced and actively pursued to completion thereafter within a two (2) year period from the date of approval (i.e. February 24, 2020); or, (2) if the use approved hereunder is discontinued for a period of one hundred and eighty days or longer; or, (3) non-compliance with any provision of the Upland Municipal (UMC) not specifically waived in compliance with City procedures.

## 20.0 Planning Division Conditions

- 20.1 Prior to the issuance of building permits, the applicant is required to submit a final landscape and irrigation plan for review and approval by the Planning Division. Landscape plans will include all open space areas, common landscaped area and right-of-way landscaping.
- 20.2 Operation of the drive-through shall be managed, to the satisfaction of the Development Services Director, to ensure, to the greatest extent feasible, traffic does not spill onto the public right-of-way.
- 20.3 Prior to the issuance of building permits, the applicant shall include, on the plans submitted for building permits, additional architectural enhancements (i.e. stone wainscoting, trellis, screening, etc.) on the facade facing onto Foothill Boulevard to the satisfaction of the Development Services Director.

- 20.4 Prior to issuance of building permits, the applicant shall prepare a Shared Parking Agreement site that allows all business on site to utilize non-exclusive parking spaces.
- 20.5 The applicant shall comply with a maintenance requirements in Upland Municipal Code Section 17.16 Property Maintenance and Use Standards.
- 20.6 Structures and paved areas shall be structurally sound and maintained in a clean and orderly appearance.
- 20.7 Structures or paved areas displaying any, but not limited to, evidence of the following shall be considered substandard and in violation of Condition No. 20.6:
  - a. Broken or missing foundation.
  - b. Warping, bowing, or sagging of headers, sills, beams, eaves, doorways, doorjamb, or other similar structural members.
  - c. Inadequate site drainage and/or standing water adjacent to building foundations.
  - d. Broken or inoperable sanitary and plumbing facilities and/or fixtures.
  - e. Faulty, sagging, or leaking roof or rain gutter.
  - f. Missing roof tiles or other visible roofing material(s).
  - g. Broken or missing windows.
  - h. Holes in siding.
  - i. Peeling or cracking paint.
  - j. Damaged or deteriorating structures shall be repaired immediately.
- 20.8 During construction, the applicant shall comply with the following Best Management Practices for noise management during construction.
  - a. Re-route truck traffic away from residential streets, if possible. Select streets with fewest homes, if no alternatives are available.
  - b. Locate equipment on the construction lot as far away from noise sensitive receivers as possible.
  - c. Combine noisy operations to occur in the same time period. The total noise will not increase significantly and the duration of the noise impact will be less.

- d. It is unlawful for any person to engage in or permit the erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he or she shall further determine that loss or inconvenience would result to any party in interest, he or she may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.
- e. Use specially quieted equipment when possible, such as quieted and enclosed air compressors, residential or critical grade mufflers on all engines.
- f. Stationary equipment will be located as far away from sensitive receptors as possible. Loud, disrupting construction activities in noise sensitive areas will be conducted during hours that are least disturbing to adjacent and nearby residents.
- g. If noise above the stated regulation will be generated for long periods of time, construct barriers to block the line of sight to noise sensitive receivers.

20.9 During construction, the applicant shall comply with the following Best Management Practices for air quality management during construction. Prior to issuance of any Grading Permit, the Development Services Director and the Engineering/Land Development Division shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rule and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance offsite. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:

- a. All active portions of the construction site shall be watered twice daily to prevent excessive amounts of dust;

- b. Non-toxic soil stabilizers shall be applied to all inactive construction areas (previously graded areas inactive for 20 days or more, assuming no rain), according to manufacturers' specifications;
- c. All excavating and grading operations shall be suspended when wind gusts (as instantaneous gust) exceed 25 miles per hour;
- d. On-site vehicle speed shall be limited to 15 miles per hour; on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;
- e. Visible dust shall not cross the property line;
- f. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site;
- g. Track-out devices shall be used at all construction site access points;
- h. All delivery truck tires shall be watered down and/or scraped down prior to departing the job site;
- i. A construction relations officer shall be appointed to act as a community liaison concerning on-site construction activity including resolution of issues related to fugitive dust generation;
- j. Streets shall be swept at the end of the day if visible soil material is carried onto adjacent paved public roads and use of SCAQMD Rule 1186 and 1186.1 certified street sweepers or roadway; and
- k. Replace ground cover in disturbed areas as quickly as possible.

### 30.0 Public Works Conditions

#### I GENERAL ENGINEERING

- 30.1 Owner/Developer is required to arrange for a PRE-CONSTRUCTION MEETING with the Public Works Department 72 hours in advance before any permitted work can commence.
- 30.2 Public improvement plans and grading plans shall be submitted for plan check to the Public Works Department as a complete package. A complete package includes street; sewer, water, grading, drainage, and any appropriate reports and back up documents. Incomplete submittals shall be rejected.
- 30.3 All plans (including Landscaping Plans) depicting any work to be plan checked by Public Works shall be prepared on 24"x36" on City Standard

title block. This includes street, sewer, water grading, storm drain, grading, erosion control, private street design, and landscape plans. "Cut and paste," "sticky-backs," "zip a-tone," "Kroy lettering," or other tape will not be permitted on mylars.

- 30.4 As-built plans (including street, sewer, water, and storm drain and grading plans) shall be submitted. Electronic drawing files on compact disc (CD's) shall be submitted to the City for file in the format acceptable by the City.
- 30.5 All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.
- 30.6 No certificate of occupancy, or any other final clearance needed prior to occupancy, shall be given until all other conditions are met.
- 30.7 A trash bin for organic waste is required and must be provided by this project.
- 30.8 Prior to the issuance of any permit, the Applicant shall submit improvement plans to the Public Works Department for review and approval. The improvements shall be consistent with the proposed traffic/circulation modifications submitted by the Applicant and approved by the City Council on February 24, 2020.
- 30.9 Prior to the issuance of a Certificate of Occupancy the required traffic/circulation improvements shall be completed to the satisfaction of the Public Works Department.
- 30.10 All deficient public improvements shall be upgraded to current City Standards and to the satisfaction of the Public Works Director.
- 30.11 Main access to the project site is from Foothill Boulevard. The developer shall dedicate or cause to dedicate permanent access easement to the project from Foothill Blvd. Developer shall submit to construct five-foot concrete sidewalk along Foothill Blvd. that is in compliance with ADA Standards. This ADA path shall ensure continuity of such ADA path and shall connect to existing ADA path before and after the project.
- 30.12 Asphalt paving and other existing public improvements damaged during construction shall be replaced to the City's satisfaction.
- 30.13 All public improvements (interior streets, drainage facilities, landscaped areas, etc.) shown on the plans and/or tentative map shall be constructed to City Standards. Interior street improvements shall include, but are not limited to, curb and gutter, AC pavement, drive approaches, sidewalks, streetlights, and street trees.

- 30.14 Improvement along Foothill Blvd. shall include removal of existing paved frontage road and shall be replaced with landscaping and irrigation in compliance with latest State landscaping code. Landscaping and irrigation plans shall be submitted for City review and approval. Drought tolerant and water efficient irrigation system shall be required. Parkway landscaping shall be maintained by the Owner/Developer. Landscape maintenance may be embodied in the encroachment license agreement. Developer shall replace deficient concrete curb and gutter to the satisfaction of the Public Works Director.
- 30.15 In accordance with California Building Code, Title 24 and the requirements of the Americans with Disabilities Act (ADA), handicap facilities shall be constructed and existing facilities shall be reconstructed within the project limits, as necessary, in locations specified by the Director of Public Works/City Engineer and the Development Services Director. No work may commence without a valid permit. For work within the City right-of-way or encroachment area, a separate encroachment is required.

## II UTILITY (WATER – SEWER – ENVIRONMENTAL)

### Utility General

- 30.16 All utility companies (for non-City owned utilities) shall be contacted to establish appropriate easements to provide services to each parcel.
- 30.17 All lots shall be served by utilities, allowing each parcel/lot to function separately and independent from one another.
- 30.18 The Owner/Developer is responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Irrigation, etc.) to ensure there are no conflicts with the site.
- 30.19 All existing on-site utility lines, if any, that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the Public Works Director.
- 30.20 Composite Utility Plans shall be submitted before the issuance of a Grading Permit. Any easements will be dedicated to the appropriate Utility Company as required to accommodate the location and maintenance of each facility.

### Undergrounding

- 30.21 All parcel/lots shall be served by underground utilities. All utility plans (Edison, Telephone, and Cable TV, among others) shall be submitted to the Public Works Department for review and approval prior to the

issuance of any permits for utility work within public right-of-way or public easements.

- 30.22 Existing overhead utilities along Foothill Blvd. (including telephone, cable and SCE distribution lines) on the project site and frontage shall be underground in accordance with Upland Municipal Code. This shall be accomplished prior to issuance of the first building occupancy. Since ALTA was not submitted and if it's reviewed by submittal that the existing overhead line along the western alley is within this project, it shall be relocated underground.

#### Environmental

- 30.23 This project is subject to the General Construction Permit for Storm Water Discharges. The Owner/Developer is required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) for construction activities. A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and be available at the job site at all times. A copy of the Waste Discharger's Identification Number (WDID) from the SWRCB shall be provided to the City before the issuance of grading or building permits.
- 30.24 This project is required to submit a Water Quality Management Plan (WQMP) (reference City Of Upland "Construction Stormwater Guidelines" and the County of San Bernardino "Guidelines for New Development and Redevelopment") for review and approval by the City Of Upland, Public Works Department Environmental Division. The WQMP shall include a description and map of the project along with an outline of structural and non-structural Best Management Practices (BMPs), which apply to the project pursuant to the "New Development and Redevelopment Guidelines." The subject WQMP shall be approved prior to the issuance of grading permit.

#### Sewer

- 30.25 Sanitary sewer system(s) shall be constructed pursuant to the City's Master Plan and subsequent studies applicable to the project site, to the satisfaction of the Public Works Director.
- 30.26 All proposed on-site sewer mains and water mains shall be a public system maintained by the City. A 26 foot wide easement is required to be dedicated to the City. Drainage facilities shall be maintained by the owner/ property owners association which shall be established in the Center's Covenant, Conditions & Restrictions (CC&R).
- 30.27 City staff will inspect all newly installed sewer mains with the TV camera before acceptance of the line for public improvements.

- 30.28 Extend any sanitary sewer and water line facilities as necessary to serve the entire development, including the payment of any sewer and water connection fees as determined by the Public Works Director.
- 30.29 The Owner/Developer shall provide the necessary Sewer Service Backflow Prevention Device as required by the City.

Water

- 30.30 A separate water meter shall be provided for each building (including any necessary easements to provide such services) prior to the occupancy.
- 30.31 All new and upgraded developments shall meet the requirements of Chapter 13 titled Public Services of the Upland Municipal Code. This Code pertains to water service regulations, water conservation, water conservation retrofit and regulations for the availability and use of recycled water.
- 30.32 Appropriate water utility easements for water facility locations shall be shown on water plans. Underground utilities shall maintain a minimum seven-foot setback from the face of the curb and shall not encroach into the water utility easement, excepting as may be authorized by the Public Works Director subject to special construction methods. As-built plans of all underground utilities, including water facilities, shall be submitted prior to final approval of the development.
- 30.33 The provision of fire protection water systems, hydrants, and appropriate easements shall be in conformance with the Upland Fire and Public Works Department Standards.
- 30.34 Public on-site protection hydrant(s) and water systems shall be installed in accordance with the San Bernardino County Fire Department and Public Works Department Standards.
- 30.35 All landscape meter(s) and approved Backflow Device(s) shall be installed and inspected, in accordance with the Public Works Department Standards.
- 30.36 All water facilities shall be installed outside any driveways and drive approaches, and shall be in accordance with the Public Works Department Standards.

III GRADING - STORM DRAIN - EROSION CONTROL

- 30.37 Storm drain system(s) shall be constructed in accordance with the City's Master Plan applicable to the project site and to the satisfaction of the Public Works Director.

- 30.38 A hydrology/hydraulics analysis is required to the satisfaction of the Public Works Director. Any offsite drainage, which may impact this development, or additional drainage created by this development, shall be addressed in accordance with the mitigation measures required in the hydrology report before issuance of any permits.
- 30.39 Each parcel/lot shall drain to the street or other approved drainage facility. Cross lot drainage is not allowed.
- 30.40 All drainage shall be directed on-site at the points so indicated upon the subject map/plan (any deviation will require resubmittal to the Technical Review Committee for approval).
- 30.41 Location, direction, and devices for conveying site drainage directed to a street shall be subject to review and approval by the Public Works Director.
- 30.42 Temporary drainage controls may be required during construction phases as directed by the Public Works Director.
- 30.43 All catch basins and Storm Drain Inlet Facilities shall be stenciled with the appropriate "No Dumping" message.
- 30.44 A notarized off-site grading letter(s) from the adjacent property owner(s) shall be required before issuance of grading permits. Said requirement shall be noted on the grading plans.
- 30.45 Grading plan shall be prepared and shall conform to the requirements of California Building Code (CBC), latest edition. Said grading plan shall propose all recommendations contained in the project's geotechnical report.
- 30.46 An erosion control plan shall be required as directed by the Public Works Director.
- 30.47 No permanent building construction shall commence until the final grading and improvement plans have been approved, rough grading certified and a building permit issued by the Building Division.
- 30.48 ALTA Map shall be submitted with grading plan.
- 30.49 Owner/Developer shall submit design and calculations and obtain permit and inspection for all development perimeter and retaining walls from the Building Division. Construction of any masonry/retaining wall shown on the plans or reference thereto shall require separate permit from Building Division.

- 30.50 Owner/Developer is required to prepare Water Conservation Plan for its grading and construction operations in compliance to water conservation mandate by the State of California. Use of reclaimed water is highly encouraged.
- 30.51 Dust Control operations shall be performed by the Contractor at the time, location and in the amount required and as often as necessary to prevent the excavation or fill work, demolition operation, or other activities from producing dust in amounts harmful to people or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. The Contractor is responsible for compliance with Fugitive Dust Regulations issued by the Air Quality Management District (AQMD).
- 30.52 Control of dust shall be by sprinkling of water, use of approved dust preventatives, modifications of operations or any other means acceptable to the Engineer, City of Upland, the Regional Water Quality Control Board (RWQCB), the AQMD, and any Health or Environmental Control Agency having jurisdiction over the facility. The Engineer shall have the authority to suspend all construction operations if, in their opinion, the Contractor fails to adequately provide for dust control.
- 30.53 In compliance to water conservation mandate of the State of California, before or at submission of grading plans, Owner/Developer shall submit/develop Water Conservation Plan. Among others, said plan encourages the use of reclaimed water and use of any/all water conservation measures during construction.
- 30.54 A project specific Water quality Management Plan (WQMP) shall be submitted with the grading plan, drainage plan, and geotechnical report.

#### IV LANDSCAPING

- 30.55 Any landscaping proposed within a City utility easement is subject to approval by the Public Works Director and Community Development Director.
- 30.56 All landscape and irrigation systems, located in the public parkways, shall be connected to a water supply system that is metered to the property owner.
- 30.57 All developments require a tree-planting scheme.
- a. If planting in an area without sidewalk, plant the trees four feet to six feet from the existing or planned curb or street
  - b. Plant trees a minimum of five feet from other utilities, a minimum of ten feet from driveways, water meters, water lines, sewer lines, traffic and directional signs, and fire hydrants, a minimum of fifteen

feet from street lights, and a minimum of thirty feet from street corners.

- 30.58 The project frontage shall be fully landscaped, including an automatic irrigation system in accordance with a plan subject to review and approval by the Community Development Director and the Public Works Director. Drought tolerant and water efficient irrigation system shall be required. Parkway landscaping shall be maintained by the Owner/Developer.
- 30.59 Before the final approval of streetscape plans (landscaping, irrigation systems, walls and/or fences, etc.), the hardscape portion of the plan(s) shall be designed by a registered engineer, and submitted to the Community Development Director for review and approval.
- 30.60 After City approval of the landscaping plan, the Owner/Developer shall provide 180-day maintenance during the plant establishment period.

#### V GENERAL ENGINEERING

- 30.61 Owner/Developer is required to arrange for a PRE-CONSTRUCTION MEETING with the Public Works Department 72 hours in advance before any permitted work can commence.
- 30.62 Public improvement plans and grading plans shall be submitted for plan check to the Public Works Department as a complete package. A complete package includes street; sewer, water, grading, drainage, and any appropriate reports and back up documents. Incomplete submittals shall be rejected.
- 30.63 All plans (including Landscaping Plans) depicting any work to be plan checked by Public Works shall be prepared on 24"x36" on City Standard title block. This includes street, sewer, water grading, storm drain, grading, erosion control, private street design, and landscape plans. "Cut and paste," "sticky-backs," "zip a-tone," "Kroy lettering," or other tape will not be permitted on mylars.
- 30.64 As-built plans (including street, sewer, water, and storm drain and grading plans) shall be submitted. Electronic drawing files on compact disc (CD's) shall be submitted to the City for file in the format acceptable by the City.
- 30.65 All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.
- 30.66 No certificate of occupancy, or any other final clearance needed prior to occupancy, shall be given until all other conditions are met.

- 30.67 A trash bin for organic waste is required and must be provided by this project.
- 30.68 Prior to the issuance of any permit, the Applicant shall submit improvement plans to the Public Works Department for review and approval. The improvements shall be consistent with the proposed traffic/circulation modifications submitted by the Applicant and approved by the Planning Commission on December 11, 2019.
- 30.69 Prior to the issuance of a Certificate of Occupancy the required traffic/circulation improvements shall be completed to the satisfaction of the Public Works Department.

#### VI STREET VACATION

- 30.70 The applicant shall submit a grading plan for review and approval prior to the notice of vacation being recorded.
- 30.71 All utilities within the area of the vacation shall be relocated or an easement shall be provided to the satisfaction of the responsible public utility prior to the notice of vacation being recorded. The City may reserve an easement for Public Utility Purposes over the entire area to be vacated with the right to grant the same to Utility Companies requiring an easement.
- 30.72 The applicant shall guarantee completion of all improvements within the street vacation area through faithful performance bonds or other acceptable means should the improvements not be completed prior to the notice of vacation being recorded.
- 30.73 The applicant shall provide a 30-foot wide easement for vehicular and pedestrian access to the property to the north.
- 30.74 The applicant shall obtain a Building Permit approval from Building and Safety prior to the notice of vacation being recorded.
- 30.75 That the City will process the vacation to the point of recordation, but will withhold recording the notice of vacation until all conditions have been met. If the applicant does not complete the conditions then the City will not proceed with the recordation of the notice of vacation and the City will retain the interest in the street and the vacation will be rescinded.
- 30.76 That once all of the conditions of vacation have been met, the vacated area becomes the property of the applicant, and the applicant shall

adhere to all City rules, regulations and ordinances regarding the use and development of the property

#### 40.0 Police Department

- 40.1 The approved conditions shall be retained on the premises at all times and produced immediately upon request of the Upland Police Department, and City Planning.
- 40.2 A 6-month review/inspection shall be conducted to ensure permittee's compliance with all operating conditions.
- 40.3 Prior to the issuance of building permits the project must be enclosed with a 6-ft. high chain link fence to prevent access to construction areas by the public and to minimize theft of building materials and equipment.
- 40.4 Graffiti abatement by the business owner/licensee shall be immediate and ongoing on the licensed premises, but in no event shall graffiti be allowed unabated on the premises for more than 48 hours. Abatement shall take the form of removal or shall be covered/painted over with a color reasonably matching the color of the existing building, structure, or other surface being abated. Additionally, the business owner/licensee shall notify the City within 24 hours of any graffiti elsewhere on the property not under the business owner/licensee's control so that it may be abated by the property owner.
- 40.5 The Developer, builder, contractors, sub-contractors, and any other persons associated with this project shall adhere to the Upland Municipal Code (UMC) dealing with unnecessary noises under section 9.40.100. Furthermore, prior to the beginning of construction, a sign shall be posted at the entrance of the property educating everyone entering as to the authorized construction times and failure to comply with such requirements will result in an immediate citation for violating the aforementioned UMC section.
- 40.6 The Building shall include address numbering/lettering in a conspicuous location, free from plant obstruction, and readily visible to emergency services personnel on both front and rear accesses.
- 40.7 Each building that has a flat roof shall be required to have the address numbering painted on the roof, as close to the center of the roof as possible, and at least 15 feet (or as far as possible if less than 15 feet) from roof mounted equipment or exhaust stacks, to assist helicopter patrols in quick location of the building. Numbering must be at least 12 inches wide, 48 inches tall, and be painted in contrast to the background on which it is affixed.
- 40.8 Hinges for outwardly swinging doors or hatchway covers shall be equipped with non-removable hinge pins or a mechanical interlock

system to prevent removal of the door from the exterior by removal of the hinge pins.

- 40.9 All hatchways shall be secured from the interior of the building with a sliding bolt or bar mechanism.
- 40.10 If the hatchway cover is of a wooden material, it shall be reinforced with at least 16-gauge U.S. sheet steel, or its equivalent, on the interior face of the cover and shall be attached with screws no more than six inches apart around the entire perimeter of the interior face cover.
- 40.11 Building design and window placement shall facilitate high visibility to the public and police patrol vehicles as well as enabling employees to make periodic visual inspections of the premises.
- 40.12 All exterior lighting lower than 12 feet from the ground level shall be enclosed in vandal-resistant covers.
- 40.13 Lighting shall be required in all area of public access.
- 40.14 Public parking areas and access thereto shall be provided with a maintained minimum of 2 foot candle power of light on the parking surface, from dusk to dawn, or as modified by the Chief of Police, based on documented proof that meeting the 2 foot candle power standard is impractical. Lighting shall be provided through the use of photo cells; use of low pressure sodium fixtures and bulbs is prohibited.
- 40.15 At a minimum, internally illuminated address signs/numbers are required for each building, to the satisfaction of the Deputy Fire Marshal and the Chief of Police.
- 40.16 Signs prohibiting loitering shall be installed to the satisfaction of the Chief of Police. They shall be mounted between six and ten feet above ground. The following must be printed on the sign in letters at least two inches tall: "PC647 (h), UMC10.72.010." and "NO LOITERING IS ALLOWED ON OR IN FRONT OF THESE PREMISES." The signs shall be posted on the front, rear, and sides of the building, and shall be clearly visible to patrons of the licensee. Signs shall comply with all City of Upland sign requirements (UMC 17. 15 et seq.). No more than 50% of the total window area and clear doors shall bear advertising or signs of any sort. Window signs shall be placed and maintained in a manner so that there is a clear and unobstructed view of the interior of the premises from the public sidewalk or entrance to the premises (this applies to all windows of this location).
- 40.17 A digital video surveillance system is required at the premise. It is recommended to have a surveillance video/visual media that shall be maintained for a minimum of sixty (60) days and upon request, shall be

accessible to law enforcement personnel for viewing, copying and collection purposes during regular business hours. The system shall be able to make license plates discernable. The video system shall cover all ingress and egress points of the businesses parking lots, the building itself, drive-thru area, and the rear perimeter of the building.

- 40.18 Provide UPD with contact information of person responsible for maintaining video equipment/system and who has access to retrieve and copy surveillance video. The surveillance video/visual media shall be remotely accessible to the Upland Police Department.
- 40.19 All landscaping must adhere to the 2' 6' rule (all ground cover landscaping must be maintained no higher than 2' from ground level and all lower tree canopy must be maintained no lower than 6' in height from the ground level).
- 40.20 Any vehicles not parked legally may be cited and/or towed if it is in violation of the California Vehicle Code and/or Upland Municipal Code.

#### 50.0 Building and Safety

- 50.1 Full Design to be in compliance with City of Upland Construction Codes.
- 50.2 Soils report is required at the time of plan check submittal.
- 50.3 Provide full compliance ADA parking, Site Accessibility, and Parking.
- 50.4 If kitchen is provided, applicant will need approval of mechanical hood and grease interceptor.
- 50.5 Demolition permit of existing building will only be issued after new building plan submittal.
- 50.6 Abatement reports required prior to building demolition.

#### 60.0 San Bernardino County Fire

- 60.1 The Fire Hydrant shall be within 300-feet of proposed structure.

#### 70.0 Trash Services

- 70.1 The use is required to participate in a food waste recycling program under AB1826. Therefore, the enclosure shall be sized to accommodate at least three commercial bins. No other equipment or uses shall be permitted within the trash enclosure.
- 70.2 Prior to issuance of grading permits, the developer or their contractor shall contact Burrtec to coordinate the preparation and implementation of a Construction Waste Management Plan.

## 80.0 Review/Compliance

80.1 The City Council may review the use 90 days, 180 days, and on an annual basis following the date of final inspection, or as needed at the discretion of the Development Services Director, to determine whether the applicant and operators are operating the use in a manner that is compatible with the community. The Planning Commission may establish additional conditions of approval that are necessary to eliminate any issues that arise from the operation of the use that adversely impact the public health, welfare, and safety, or may direct staff to initiate revocation proceedings. The conditional use permit may be revoked if the permittee, his agents or assigns, or employee(s) of the establishment, or any other person connected or associated with the permittee or his business establishment, or any person who is exercising managerial authority of the business establishment has:

- a. Violated any rule, regulation, or condition of approval adopted by the City Council relating to the conditional use permit or contained in the Upland Municipal Code, or state or federal regulations. Violation of any provision of the Upland Municipal Code (UMC) or the conditions of approval set forth in this resolution, shall be deemed to constitute an infraction of the Upland Municipal Code, and shall be subject to the applicable fines and penalties, including the possibility of revocation of this permit.
- b. Conducted the operation permitted hereunder in a manner contrary to the peace, health, safety, and general welfare of the public, or in a manner which either generates or contributes to noise and/or health/sanitation nuisances, or which results in undesirable activities that negatively affects adjacent properties or creates an increased demand for public services.

Section 9. California Environmental Quality Act (CEQA). The project is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines.

Section 10. Inconsistency. If any section, division, sentence, clause, phrase or portion of this resolution or the document in the record in support of this resolution is determined by a court of competent jurisdiction to be invalid, unenforceable, unconstitutional or otherwise void, that determination shall not affect the validity of the remaining sections, divisions, sentences, clauses, phrases of this resolution.

Section 11. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 24<sup>th</sup> day of February, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

\_\_\_\_\_  
Keri Johnson, City Clerk

**RESOLUTION NO. 4909**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF UPLAND MAKING A FINDING OF GENERAL PLAN CONFORMITY FOR STREET VACATION NO. SV-19-01 AND RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF UPLAND APPROVE CONDITIONAL USE PERMIT NO. CUP-19-08, SITE PLAN REVIEW NO. SP-19-05, DESIGN REVIEW NO. DR-19-08, ENVIRONMENTAL ASSESSMENT REVIEW NO. EAR-0082 FOR THE ESTABLISHMENT OF A NEW 2,049 SQUARE FOOT DRIVE-THROUGH COFFEE SHOP WITH OUTDOOR SEATING (STARBUCKS) WITHIN AN EXISTING SHOPPING CENTER LOCATED AT 275 E. FOOTHILL BLVD (APN: 1045-551-04).**

Intent of the Parties and Findings:

WHEREAS, Upland Village Center, LLC. (Applicant) has filed applications requesting approval of the Project;

WHEREAS, The State of California Government Code Section 8320-8325 allows the legislative body of a local agency to vacate Public Streets, highways and service easements;

WHEREAS, California Government Code Section 65402 requires the City to determine that the location, purpose and extent of the proposed street vacation is in conformance with the General Plan. The Planning Commission is the review authority tasked with making the General Plan Conformity Determination.

WHEREAS, Upland Municipal Code Section 17.43.050 E. Requires that if one or more permit application is submitted concurrently for a single proposed project, each application shall be acted upon concurrently by the highest review authority. In this case, the highest review authority is the City Council, therefore the Planning Commission shall make a recommendation to the City Council;

WHEREAS, Upland Municipal Code Section 17.44 provides that the Planning Commission may attach conditions to the approval of the project as needed to ensure compliance with the Zoning Ordinance, other City Ordinances, the General Plan, and any other applicable community or specific plan, previously approved subdivisions and parcel maps and easements;

WHEREAS, The project is considered a project as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.;

WHEREAS, The Development Services Director determined that the that finding for General Plan Conformity of the Street Vacation (SV-19-01) is Categorically Exempt from environmental proceedings pursuant to *Article 5, Section 15061(b)(3)* and the project qualifies for a Categorical Exemption from the provisions of CEQA per Section 15332, Class 32, In-Fill Development Projects, of the CEQA Guidelines;

WHEREAS, The City of Upland Planning Division on November 27, 2019, posted two (2) true and correct copies of the legal notice at the Upland City Hall Bulletin Board and at the Upland Public Library in accordance with the Upland Municipal Code Section 17.46.020;

WHEREAS, The City of Upland Planning Division on November 27, 2019, mailed the public hearing notice to each property owner within a 300-foot radius of the project site indicating the date and time of the public hearing in compliance with state law concerning the Project;

WHEREAS, The City of Upland Planning Division on November 29, 2019, published a legal notice in the Inland Valley Daily Bulletin, a local paper of general circulation, indicating the date and time of the public hearing in compliance with state law concerning the Project; and

WHEREAS, The City of Upland Planning Commission conducted a duly noticed public hearing on December 11, 2019, at which time it received public testimony concerning the Project, and considered the CEQA Exemption for the proposed project and the project itself.

NOW, THEREFORE, the Planning Commission hereby finds, determines and resolves and recommends as follows:

Section 1. Actions taken by the Planning Commission:

- A. Find that finding for General Plan Conformity of the Street Vacation (SV-19-01) is Categorical Exempt from environmental proceedings pursuant to *Article 5, Section 15061(b)(3)*, The activity is covered by the common sense exemption that The CEQA Guidelines apply only to projects which have the potential for causing a significant effect on the environment.
- B. Find that the Street Vacation (SV-19-01) is in conformance with the City of Upland General Plan.
- C. Recommend that the City Council of the City of Upland find that the project is Categorical Exempt from environmental proceedings pursuant to Article 19, Section 15332, In-Fill Development Projects, Class 32 (a-e), of the California Environmental Quality Act, since the proposed project is consistent with applicable general plan designations and policies as well as applicable zoning designation and regulations; occurs within city limits on a property that is no more than five acres substantially surrounded by urban uses; has no value as habitat for endangered, rare or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services;
- D. Recommend the City Council move to approve a reduction of thirty-seven (37) parking spaces in the required parking based on the following findings:

1. The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;
  2. The proposed shared parking provided will be adequate to serve each use;
  3. A parking demand study prepared by an independent traffic engineering professional approved by the City supports the proposed reduction; and
  4. In the case of a shared parking facility that serves more than one property, a parking agreement has been prepared consistent with the provisions of off-site parking facilities.
- E. Recommend the City Council of the City of Upland approve Street Vacation No. SV-19-01, Conditional Use Permit No. CUP-19-08, Site Plan Review No. SP-19-05, Design Review No. DR-19-08 for a new 2,049 square foot drive-through coffee shop with outdoor seating.

Section 2. FINDINGS. The Planning Commission hereby makes the following findings and determinations in connection with the recommendation for approval of the Project:

- A. The above Recitals are true and correct.
- B. The project is consistent with the following General Plan Policies:
  1. Policy: Policy LU-3.1 Economic Development. Retain and attract land uses that generate revenue to the City, provide employment for residents while balancing other community needs such as housing, parks and open space, and public facilities”
 

Fact - The proposed use will provide a tax generating business and provide employment for residents.
  2. Policy LU-3.2 Economic Revitalization. Promote the development of vacant and underutilized parcels with higher intensity commercial and industrial land uses.
 

Fact - The proposed project will result in the demolition of a blighted building, and the construction of a new higher intensity drive-through coffee shop.
  3. Policy LU-3.5 Commercial Revitalization. Encourage the revitalization of aging commercial centers to improve the tax base and provide improved commercial services for the community.

Fact - The proposed project is the latest project intended for the revitalization of the Upland Village Center.

4. Policy FA-1.1 Economic Development. Focus economic development efforts on attracting and retaining desirable commercial uses along Foothill Boulevard.

Fact - The proposed project results in the construction of a desirable use along the Foothill Corridor.

C. The Street Vacation is consistent with the following General Plan Policies:

1. Policy FA-2.1 Service Roads. Coordinate the removal of service roads over time to allow for a wider, more pedestrian-oriented public realm consisting of landscaped parkways and a multi-use path.

Fact - The vacation will result in improved landscaping and improved pedestrian and vehicle circulation onto the project site, and the adjacent right-of-way.

2. Policy CIR-1.6 Intersection Improvements. Evaluate impacts of intersection improvements on all modes of travel including bicyclists, pedestrians, and transit.

Fact - The vacation will result in improved pedestrian and vehicle circulation onto the project site, and the adjacent right-of-way.

3. Policy CIR-1.7 Driveway Access Points. Require that driveway access points onto arterial roadways be minimized and located to ensure the smooth and safe flow of vehicles and bicycles"

Fact - The Street Vacation will result in the elimination of a currently poorly design intersection, in which the shopping center entrance is located off of a curved frontage road that then has access onto Foothill Blvd. The new design will create typical intersection with clearly defined paths of travel for those entering and exiting the Shopping Center.

D. Per Section 17.44.040(F) the Planning Commission may approve an application for a Conditional Use Permit only if the proposed project complies with applicable standards in the Zoning Ordinance, other City ordinances, the General Plan, and any other applicable community or specific plans, and as supported by all of the following findings:

1. Finding - The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses near the subject property.

Evidence - The surrounding area is already developed with uses permitted in zone, and the proposed use will not negatively affect the

overall character of the area. The proposed use will bring employees and customers into the area, and compliment the commercial center by offering additional services, in close proximity to an existing residential neighborhood. A traffic analysis was included with the project, which found the Project will not have a significant impact on traffic. Additionally a parking analysis was prepared for the site, which found the site will have adequate parking for the project and existing land uses.

2. Finding - The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g. fire and medical) access and public services and utilities.

Evidence - The site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency (e.g. fire and medical) access and public services and utilities because the existing site and building provides sufficient space to accommodate the proposed use, and the center's parking lot provides an adequate number of parking spaces to accommodate the proposed use. Further, circulation on site will largely remain as existing, and is sufficient for public and emergency vehicle (e.g. fire and medical) access.

3. Finding - The proposed use will not be detrimental to the public health, safety, and welfare of the persons residing or working in the neighborhood of the proposed use.

Evidence - No evidence exists to suggest that the proposed use will be detrimental to or endanger the public health, safety, or general welfare. Substantial investment in the area is proposed and the use will draw employees and some customers who will support other businesses in the area. The use has been reviewed, and appropriate conditioned by Police and Fire Services, ensuring the public health, safety, and welfare of the community.

- E. Upland Municipal Code Section 17.44.030(H) provides that the approval body, before it may approve a Development Plan (Site Plan and Design Review), shall make a determination to allow the activity based upon the following findings:

1. Finding: The design and layout of the proposed project will not interfere with the use and enjoyment of existing and future neighboring properties and structures.

Evidence: The design and layout of the proposed project will not interfere with the use and enjoyment of existing development and structures. The layout provides adequate parking and circulation, as well

as stacking area in the drive-through lane. The driveway access adjacent to the new building will be largely improved. Additionally, conditions of approval, regulating the operation of the use, including the drive-through and Police Department Safety Conditions, are including to ensure that the operation of the site is not detrimental to the existing and future neighboring properties and structures.

2. Finding: The proposed architectural design makes use of appropriate materials, texture, and color, and will remain aesthetically appealing and appropriately maintained.

Evidence: The new building is designed to reflect a clean, contemporary aesthetic through the use of varying parapet heights, varied building wall setbacks and multiple exterior materials. A modern color scheme will compliment cantilever metal entry canopies and stacked-stone veneer. The architectural design visual impact with additional design elements around all sides of the building for a full 360 degree architecture design. Conditions of Approval are included, such a graffiti removal and general maintenance requirements, to ensure the structure will remain aesthetically appealing and appropriately maintained.

3. Finding: The proposed landscaping design, including color, location, size, texture, type, and coverage of plant materials, as well as provisions for irrigation, maintenance, and protection of landscaping elements, will complement structures and provide an attractive environment.

Evidence: As conditioned, the proposed landscaping design will meet the requirements of the Zoning Code. Landscaping shown on the preliminary landscape plan exhibits, including color, location, size, texture, type, and coverage of plant materials, as well as provisions for irrigation, maintenance, and protection of landscaping elements, will complement structures and provide an attractive environment.

4. Finding: The proposed design will not be materially detrimental to the public health, safety, or welfare, or be injurious to the property or improvements in the vicinity of the proposed project.

Evidence: The design of the project complies with all applicable development standards, which includes an aesthetic design that is compatible with the surrounding environment, adequate emergency vehicle access, security lighting, and adequate landscaping. Therefore the project will not be detrimental to public health and welfare.

Section 3. DETERMINATION. In light of the evidence presented at the hearing on this application, and based on the findings set forth above, the Planning Commission hereby finds that the requirements necessary for the recommendation of approval of the Project, subject to all applicable provisions of the Upland Municipal Code, and the following conditions of approval:

## 10.0 General Conditions

- 10.1. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.
- 10.2. Prior to issuance of permits, the development plans shall be subject to plan check with the Planning Division, Building Division, Engineering Division, Public Works Department and Fire Department.
- 10.3. No building permits shall be issued until rough grading has been certified by the Engineer of Record, and a building permit has been issued by the Building Division.
- 10.4. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash, and debris at all times. Dead, damaged, and/or missing landscaping shall be replaced/replanted, subject to the satisfaction of the Planning Division.
- 10.5. To the fullest extent permitted by law, the Applicant shall indemnify, defend and hold the City, its elected officials, officers, contractors serving as City officers, agents, and employees ("Indemnitees") free and harmless from: (i) any and all claims, liabilities and losses whatsoever occurring or resulting to any and all persons, firms, entities, or corporations furnishing or supplying work, services, materials, or supplies in connection with, or related to, the performance of work or the exercise of rights authorized by approval of the Conditional Use Permit No. CUP-19-08, Site Plan Review No. SP-19-05, Design Review No. DR-19-08 (project); and (ii) any and all claims, lawsuits, liabilities, and/or actions arising out of, or related to the approval of this Project and/or the granting or exercise of the rights authorized by said approval; and (iii) from any and all claims, liabilities and losses occurring or resulting to any person, firm, entity, corporation for property damage, personal injury, or death, arising out of or related to the approval of, or exercise of rights granted by, this Project. Applicant's obligation to indemnify, defend, and hold the Indemnitees free and harmless as required hereinabove shall include, but is not limited to, paying all fees and costs incurred by legal counsel of the Indemnitees' choice in representing the Indemnitees in connection with any such claims, losses, lawsuits, or actions, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.
- 10.6. The applicant and recorded property owner of the property shall submit to the Development Services Department written evidence of agreement with all conditions of this approval before the approval becomes effective.

- 10.7. Expansion of project beyond the scope and nature of the project, which would increase the projected scale of the project, shall not be permitted except upon application for and approval of modification to this Approval.
- 10.8. The developer shall not engage in any construction activities other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety or as otherwise approved by the Development Services Director.
- 10.9. Termination of approval if either: (1) development has not been diligently commenced and actively pursued to completion thereafter within a two (2) year period from the date of approval (i.e. December 11, 2021); or, (2) if the use approved hereunder is discontinued for a period of one hundred and eighty days or longer; or, (3) non-compliance with any provision of the Upland Municipal (UMC) not specifically waived in compliance with City procedures.

#### 20.0 Planning Division Conditions

- 20.1 Prior to the issuance of building permits, the applicant is required to submit a final landscape and irrigation plan for review and approval by the Planning Division. Landscape plans will include all open space areas, common landscaped area and right-of-way landscaping.
- 20.2 Operation of the drive-through shall be managed, to the satisfaction of the Development Services Director, to ensure, to the greatest extent feasible, traffic does not spill onto the Public right-of-way.
- 20.3 Prior to issuance of the first building permit, the applicant shall prepare a Shared Parking Agreement site that allows all business on site to utilize non-exclusive parking spaces.
- 20.4 Prior to the issuance of building permits the applicant shall include, on the plans submitted for building permits, additional architectural enhancements (i.e. stone wainscoting, trellis, screening, etc.) on the facade facing onto Foothill Boulevard to the satisfaction of the Development Services Director.
- 20.5 The applicant shall comply with a maintenance requirements in Upland Municipal Code Section 17.16.
- 20.6 Structures and paved areas shall be structurally sound and maintain a clean and orderly appearance.
- 20.7 Structures or paved areas displaying any, but not limited to, evidence of the following shall be considered substandard and in violation of this Condition:

- a. Broken or missing foundation.
- b. Warping, bowing, or sagging of headers, sills, beams, eaves, doorways, doorjambs, or other similar structural members.
- c. Inadequate site drainage and/or standing water adjacent to building foundations.
- d. Broken or inoperable sanitary and plumbing facilities and/or fixtures.
- e. Faulty, sagging, or leaking roof or rain gutter.
- f. Missing roof tiles or other visible roofing material(s).
- g. Broken or missing windows.
- h. Holes in siding.
- i. Peeling or cracking paint.
- j. Damaged or deteriorating structures shall be repaired immediately.

20.8 During construction, the applicant shall comply with the following Best Management Practices for noise management during construction.

- a. Re-route truck traffic away from residential streets, if possible. Select streets with fewest homes, if no alternatives are available.
- b. Locate equipment on the construction lot as far away from noise sensitive receivers as possible.
- c. Combine noisy operations to occur in the same time period. The total noise will not increase significantly and the duration of the noise impact will be less.
- d. It is unlawful for any person to engage in or permit the erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues, and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he or she shall further determine that loss or inconvenience would result to any party in interest, he or she may grant permission

for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

- e. Use specially quieted equipment when possible, such as quieted and enclosed air compressors, residential or critical grade mufflers on all engines.
- f. Stationary equipment will be located as far away from sensitive receptors as possible. Loud, disrupting construction activities in noise sensitive areas will be conducted during hours that are least disturbing to adjacent and nearby residents.
- g. If noise above the stated regulation will be generated for long periods of time, construct barriers to block the line of sight to noise sensitive receivers.

20.9 During construction, the applicant shall comply with the following Best Management Practices for air quality management during construction. Prior to issuance of any Grading Permit, the Development Services Director and the Engineering/Land Development Division shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rule and Regulations. In addition, SCAQMD Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance offsite. Implementation of the following measures would reduce short-term fugitive dust impacts on nearby sensitive receptors:

- a. All active portions of the construction site shall be watered twice daily to prevent excessive amounts of dust;
- b. Non-toxic soil stabilizers shall be applied to all inactive construction areas (previously graded areas inactive for 20 days or more, assuming no rain), according to manufacturers' specifications;
- c. All excavating and grading operations shall be suspended when wind gusts (as instantaneous gust) exceed 25 miles per hour;
- d. On-site vehicle speed shall be limited to 15 miles per hour; on-site roads shall be paved as soon as feasible, watered twice daily, or chemically stabilized;
- e. Visible dust shall not cross the property line;

- f. All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site;
- g. Track-out devices shall be used at all construction site access points;
- h. All delivery truck tires shall be watered down and/or scraped down prior to departing the job site;
- i. A construction relations officer shall be appointed to act as a community liaison concerning on-site construction activity including resolution of issues related to fugitive dust generation;
- j. Streets shall be swept at the end of the day if visible soil material is carried onto adjacent paved public roads and use of SCAQMD Rule 1186 and 1186.1 certified street sweepers or roadway; and
- k. Replace ground cover in disturbed areas as quickly as possible.

### 30.0 Public Works Conditions

#### I GENERAL ENGINEERING

- 30.1 Owner/Developer is required to arrange for a PRE-CONSTRUCTION MEETING with the Public Works Department 72 hours in advance before any permitted work can commence.
- 30.2 Public improvement plans and grading plans shall be submitted for plan check to the Public Works Department as a complete package. A complete package includes street; sewer, water, grading, drainage, and any appropriate reports and back up documents. Incomplete submittals shall be rejected.
- 30.3 All plans (including Landscaping Plans) depicting any work to be plan checked by Public Works shall be prepared on 24"x36" on City Standard title block. This includes street, sewer, water grading, storm drain, grading, erosion control, private street design, and landscape plans. "Cut and paste," "sticky-backs," "zip a-tone," "Kroy lettering," or other tape will not be permitted on mylars.
- 30.4 As-built plans (including street, sewer, water, and storm drain and grading plans) shall be submitted. Electronic drawing files on compact disc (CD's) shall be submitted to the City for file in the format acceptable by the City.
- 30.5 All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

- 30.6 No certificate of occupancy, or any other final clearance needed prior to occupancy, shall be given until all other conditions are met.
- 30.7 A trash bin for organic waste is required and must be provided by this project.
- 30.8 Prior to the issuance of any permit, the Applicant shall submit improvement plans to the Public Works Department for review and approval. The improvements shall be consistent with the proposed traffic/circulation modifications submitted by the Applicant and approved by the Planning Commission on December 11, 2019.
- 30.9 Prior to the issuance of a Certificate of Occupancy the required traffic/circulation improvements shall be completed to the satisfaction of the Public Works Department.
- 30.10 All deficient public improvements shall be upgraded to current City Standards and to the satisfaction of the Public Works Director.
- 30.11 Main access to the project site is from Foothill Boulevard. The developer shall dedicate or cause to dedicate permanent access easement to the project from Foothill Blvd. Developer shall submit to construct five-foot concrete sidewalk along Foothill Blvd. that is in compliance with ADA Standards. This ADA path shall ensure continuity of such ADA path and shall connect to existing ADA path before and after the project.
- 30.12 Asphalt paving and other existing public improvements damaged during construction shall be replaced to the City's satisfaction.
- 30.13 All public improvements (interior streets, drainage facilities, landscaped areas, etc.) shown on the plans and/or tentative map shall be constructed to City Standards. Interior street improvements shall include, but are not limited to, curb and gutter, AC pavement, drive approaches, sidewalks, streetlights, and street trees.
- 30.14 Improvement along Foothill Blvd. shall include removal of existing paved frontage road and shall be replaced with landscaping and irrigation in compliance with latest State landscaping code. Landscaping and irrigation plans shall be submitted for City review and approval. Drought tolerant and water efficient irrigation system shall be required. Parkway landscaping shall be maintained by the Owner/Developer. Landscape maintenance may be embodied in the encroachment license agreement. Developer shall replace deficient concrete curb and gutter to the satisfaction of the Public Works Director.
- 30.15 In accordance with California Building Code, Title 24 and the requirements of the Americans with Disabilities Act (ADA), handicap facilities shall be constructed and existing facilities shall be

reconstructed within the project limits, as necessary, in locations specified by the Director of Public Works/City Engineer and the Development Services Director. No work may commence without a valid permit. For work within the City right-of-way or encroachment area, a separate encroachment is required.

## II UTILITY (WATER – SEWER – ENVIRONMENTAL)

### Utility General

- 30.16 All utility companies (for non-City owned utilities) shall be contacted to establish appropriate easements to provide services to each parcel.
- 30.17 All lots shall be served by utilities, allowing each parcel/lot to function separately and independent from one another.
- 30.18 The Owner/Developer is responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Irrigation, etc.) to ensure there are no conflicts with the site.
- 30.19 All existing on-site utility lines, if any, that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the Public Works Director.
- 30.20 Composite Utility Plans shall be submitted before the issuance of a Grading Permit. Any easements will be dedicated to the appropriate Utility Company as required to accommodate the location and maintenance of each facility.

### Undergrounding

- 30.21 All parcel/lots shall be served by underground utilities. All utility plans (Edison, Telephone, and Cable TV, among others) shall be submitted to the Public Works Department for review and approval prior to the issuance of any permits for utility work within public right-of-way or public easements.
- 30.22 Existing overhead utilities along Foothill Blvd. (including telephone, cable and SCE distribution lines) on the project site and frontage shall be underground in accordance with Upland Municipal Code. This shall be accomplished prior to issuance of the first building occupancy. Since ALTA was not submitted and if it's reviewed by submittal that the existing overhead line along the western alley is within this project, it shall be relocated underground.

## Environmental

- 30.23 This project is subject to the General Construction Permit for Storm Water Discharges. The Owner/Developer is required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) for construction activities. A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and be available at the job site at all times. A copy of the Waste Discharger's Identification Number (WDID) from the SWRCB shall be provided to the City before the issuance of grading or building permits.
- 30.24 This project is required to submit a Water Quality Management Plan (WQMP) (reference City Of Upland "Construction Stormwater Guidelines" and the County of San Bernardino "Guidelines for New Development and Redevelopment") for review and approval by the City Of Upland, Public Works Department Environmental Division. The WQMP shall include a description and map of the project along with an outline of structural and non-structural Best Management Practices (BMPs), which apply to the project pursuant to the "New Development and Redevelopment Guidelines." The subject WQMP shall be approved prior to the issuance of grading permit.

## Sewer

- 30.25 Sanitary sewer system(s) shall be constructed pursuant to the City's Master Plan and subsequent studies applicable to the project site, to the satisfaction of the Public Works Director.
- 30.26 All proposed on-site sewer mains and water mains shall be a public system maintained by the City. A 26 foot wide easement is required to be dedicated to the City. Drainage facilities shall be maintained by the owner/ property owners association which shall be established in the Center's Covenant, Conditions & Restrictions (CC&R).
- 30.27 City staff will inspect all newly installed sewer mains with the TV camera before acceptance of the line for public improvements.
- 30.28 Extend any sanitary sewer and water line facilities as necessary to serve the entire development, including the payment of any sewer and water connection fees as determined by the Public Works Director.
- 30.29 The Owner/Developer shall provide the necessary Sewer Service Backflow Prevention Device as required by the City.

## Water

- 30.30 A separate water meter shall be provided for each building (including any necessary easements to provide such services) prior to the occupancy.
- 30.31 All new and upgraded developments shall meet the requirements of Chapter 13 titled Public Services of the Upland Municipal Code. This Code pertains to water service regulations, water conservation, water conservation retrofit and regulations for the availability and use of recycled water.
- 30.32 Appropriate water utility easements for water facility locations shall be shown on water plans. Underground utilities shall maintain a minimum seven-foot setback from the face of the curb and shall not encroach into the water utility easement, excepting as may be authorized by the Public Works Director subject to special construction methods. As-built plans of all underground utilities, including water facilities, shall be submitted prior to final approval of the development.
- 30.33 The provision of fire protection water systems, hydrants, and appropriate easements shall be in conformance with the Upland Fire and Public Works Department Standards.
- 30.34 Public on-site protection hydrant(s) and water systems shall be installed in accordance with the San Bernardino County Fire Department and Public Works Department Standards.
- 30.35 All landscape meter(s) and approved Backflow Device(s) shall be installed and inspected, in accordance with the Public Works Department Standards.
- 30.36 All water facilities shall be installed outside any driveways and drive approaches, and shall be in accordance with the Public Works Department Standards.

## III GRADING - STORM DRAIN - EROSION CONTROL

- 30.37 Storm drain system(s) shall be constructed in accordance with the City's Master Plan applicable to the project site and to the satisfaction of the Public Works Director.
- 30.38 A hydrology/hydraulics analysis is required to the satisfaction of the Public Works Director. Any offsite drainage, which may impact this development, or additional drainage created by this development, shall be addressed in accordance with the mitigation measures required in the hydrology report before issuance of any permits.

- 30.39 Each parcel/lot shall drain to the street or other approved drainage facility. Cross lot drainage is not allowed.
- 30.40 All drainage shall be directed on-site at the points so indicated upon the subject map/plan (any deviation will require resubmittal to the Technical Review Committee for approval).
- 30.41 Location, direction, and devices for conveying site drainage directed to a street shall be subject to review and approval by the Public Works Director.
- 30.42 Temporary drainage controls may be required during construction phases as directed by the Public Works Director.
- 30.43 All catch basins and Storm Drain Inlet Facilities shall be stenciled with the appropriate "No Dumping" message.
- 30.44 A notarized off-site grading letter(s) from the adjacent property owner(s) shall be required before issuance of grading permits. Said requirement shall be noted on the grading plans.
- 30.45 Grading plan shall be prepared and shall conform to the requirements of California Building Code (CBC), latest edition. Said grading plan shall propose all recommendations contained in the project's geotechnical report.
- 30.46 An erosion control plan shall be required as directed by the Public Works Director.
- 30.47 No permanent building construction shall commence until the final grading and improvement plans have been approved, rough grading certified and a building permit issued by the Building Division.
- 30.48 ALTA Map shall be submitted with grading plan.
- 30.49 Owner/Developer shall submit design and calculations and obtain permit and inspection for all development perimeter and retaining walls from the Building Division. Construction of any masonry/retaining wall shown on the plans or reference thereto shall require separate permit from Building Division.
- 30.50 Owner/Developer is required to prepare Water Conservation Plan for its grading and construction operations in compliance to water conservation mandate by the State of California. Use of reclaimed water is highly encouraged.
- 30.51 Dust Control operations shall be performed by the Contractor at the time, location and in the amount required and as often as necessary to

prevent the excavation or fill work, demolition operation, or other activities from producing dust in amounts harmful to people or causing a nuisance to persons living nearby or occupying buildings in the vicinity of the work. The Contractor is responsible for compliance with Fugitive Dust Regulations issued by the Air Quality Management District (AQMD).

- 30.52 Control of dust shall be by sprinkling of water, use of approved dust preventatives, modifications of operations or any other means acceptable to the Engineer, City of Upland, the Regional Water Quality Control Board (RWQCB), the AQMD, and any Health or Environmental Control Agency having jurisdiction over the facility. The Engineer shall have the authority to suspend all construction operations if, in their opinion, the Contractor fails to adequately provide for dust control.
- 30.53 In compliance to water conservation mandate of the State of California, before or at submission of grading plans, Owner/Developer shall submit/develop Water Conservation Plan. Among others, said plan encourages the use of reclaimed water and use of any/all water conservation measures during construction.
- 30.54 A project specific Water quality Management Plan (WQMP) shall be submitted with the grading plan, drainage plan, and geotechnical report.

#### IV LANDSCAPING

- 30.55 Any landscaping proposed within a City utility easement is subject to approval by the Public Works Director and Community Development Director.
- 30.56 All landscape and irrigation systems, located in the public parkways, shall be connected to a water supply system that is metered to the property owner.
- 30.57 All developments require a tree-planting scheme.
- a. If planting in an area without sidewalk, plant the trees four feet to six feet from the existing or planned curb or street
  - b. Plant trees a minimum of five feet from other utilities, a minimum of ten feet from driveways, water meters, water lines, sewer lines, traffic and directional signs, and fire hydrants, a minimum of fifteen feet from street lights, and a minimum of thirty feet from street corners.
- 30.58 The project frontage shall be fully landscaped, including an automatic irrigation system in accordance with a plan subject to review and approval by the Community Development Director and the Public Works Director. Drought tolerant and water efficient irrigation system shall be

required. Parkway landscaping shall be maintained by the Owner/Developer.

- 30.59 Before the final approval of streetscape plans (landscaping, irrigation systems, walls and/or fences, etc.), the hardscape portion of the plan(s) shall be designed by a registered engineer, and submitted to the Community Development Director for review and approval.
- 30.60 After City approval of the landscaping plan, the Owner/Developer shall provide 180-day maintenance during the plant establishment period.

## V GENERAL ENGINEERING

- 30.61 Owner/Developer is required to arrange for a PRE-CONSTRUCTION MEETING with the Public Works Department 72 hours in advance before any permitted work can commence.
- 30.62 Public improvement plans and grading plans shall be submitted for plan check to the Public Works Department as a complete package. A complete package includes street; sewer, water, grading, drainage, and any appropriate reports and back up documents. Incomplete submittals shall be rejected.
- 30.63 All plans (including Landscaping Plans) depicting any work to be plan checked by Public Works shall be prepared on 24"x36" on City Standard title block. This includes street, sewer, water grading, storm drain, grading, erosion control, private street design, and landscape plans. "Cut and paste," "sticky-backs," "zip a-tone," "Kroy lettering," or other tape will not be permitted on mylars.
- 30.64 As-built plans (including street, sewer, water, and storm drain and grading plans) shall be submitted. Electronic drawing files on compact disc (CD's) shall be submitted to the City for file in the format acceptable by the City.
- 30.65 All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.
- 30.66 No certificate of occupancy, or any other final clearance needed prior to occupancy, shall be given until all other conditions are met.
- 30.67 A trash bin for organic waste is required and must be provided by this project.
- 30.68 Prior to the issuance of any permit, the Applicant shall submit improvement plans to the Public Works Department for review and approval. The improvements shall be consistent with the proposed

traffic/circulation modifications submitted by the Applicant and approved by the Planning Commission on December 11, 2019.

- 30.69 Prior to the issuance of a Certificate of Occupancy the required traffic/circulation improvements shall be completed to the satisfaction of the Public Works Department.

#### VI STREET VACATION

- 30.70 The applicant shall submit a grading plan for review and approval prior to the notice of vacation being recorded.
- 30.71 All utilities within the area of the vacation shall be relocated or an easement shall be provided to the satisfaction of the responsible public utility prior to the notice of vacation being recorded. The City may reserve an easement for Public Utility Purposes over the entire area to be vacated with the right to grant the same to Utility Companies requiring an easement.
- 30.72 The applicant shall guarantee completion of all improvements within the street vacation area through faithful performance bonds or other acceptable means should the improvements not be completed prior to the notice of vacation being recorded.
- 30.73 The applicant shall provide a 30-foot wide easement for vehicular and pedestrian access to the property to the north.
- 30.74 The applicant shall obtain a Building Permit approval from Building and Safety prior to the notice of vacation being recorded.
- 30.75 That the City will process the vacation to the point of recordation, but will withhold recording the notice of vacation until all conditions have been met. If the applicant does not complete the conditions then the City will not proceed with the recordation of the notice of vacation and the City will retain the interest in the street and the vacation will be rescinded.
- 30.76 That once all of the conditions of vacation have been met, the vacated area becomes the property of the applicant, and the applicant shall adhere to all City rules, regulations and ordinances regarding the use and development of the property

#### 40.0 Police Department

- 40.1 The approved conditions shall be retained on the premises at all times and produced immediately upon request of the Upland Police Department, and City Planning.

- 40.2 A 6-month review/inspection shall be conducted to ensure permittee's compliance with all operating conditions.
- 40.3 Prior to the issuance of building permits the project must be enclosed with a 6-ft. high chain link fence to prevent access to construction areas by the public and to minimize theft of building materials and equipment.
- 40.4 Graffiti abatement by the business owner/licensee shall be immediate and ongoing on the licensed premises, but in no event shall graffiti be allowed unabated on the premises for more than 48 hours. Abatement shall take the form of removal or shall be covered/painted over with a color reasonably matching the color of the existing building, structure, or other surface being abated. Additionally, the business owner/licensee shall notify the City within 24 hours of any graffiti elsewhere on the property not under the business owner/licensee's control so that it may be abated by the property owner.
- 40.5 The Developer, builder, contractors, sub-contractors, and any other persons associated with this project shall adhere to the Upland Municipal Code (UMC) dealing with unnecessary noises under section 9.40.100. Furthermore, prior to the beginning of construction, a sign shall be posted at the entrance of the property educating everyone entering as to the authorized construction times and failure to comply with such requirements will result in an immediate citation for violating the aforementioned UMC section.
- 40.6 The Building shall include address numbering/lettering in a conspicuous location, free from plant obstruction, and readily visible to emergency services personnel on both front and rear accesses.
- 40.7 Each building that has a flat roof shall be required to have the address numbering painted on the roof, as close to the center of the roof as possible, and at least 15 feet (or as far as possible if less than 15 feet) from roof mounted equipment or exhaust stacks, to assist helicopter patrols in quick location of the building. Numbering must be at least 12 inches wide, 48 inches tall, and be painted in contrast to the background on which it is affixed.
- 40.8 Hinges for outwardly swinging doors or hatchway covers shall be equipped with non-removable hinge pins or a mechanical interlock system to prevent removal of the door from the exterior by removal of the hinge pins.
- 40.9 All hatchways shall be secured from the interior of the building with a sliding bolt or bar mechanism.
- 40.10 If the hatchway cover is of a wooden material, it shall be reinforced with at least 16-gauge U.S. sheet steel, or its equivalent, on the interior face

of the cover and shall be attached with screws no more than six inches apart around the entire perimeter of the interior face cover.

- 40.11 Building design and window placement shall facilitate high visibility to the public and police patrol vehicles as well as enabling employees to make periodic visual inspections of the premises.
- 40.12 All exterior lighting lower than 12 feet from the ground level shall be enclosed in vandal-resistant covers.
- 40.13 Lighting shall be required in all area of public access.
- 40.14 Public parking areas and access thereto shall be provided with a maintained minimum of 2 foot candle power of light on the parking surface, from dusk to dawn, or as modified by the Chief of Police, based on documented proof that meeting the 2 foot candle power standard is impractical. Lighting shall be provided through the use of photo cells; use of low pressure sodium fixtures and bulbs is prohibited.
- 40.15 At a minimum, internally illuminated address signs/numbers are required for each building, to the satisfaction of the Deputy Fire Marshal and the Chief of Police.
- 40.16 Signs prohibiting loitering shall be installed to the satisfaction of the Chief of Police. They shall be mounted between six and ten feet above ground. The following must be printed on the sign in letters at least two inches tall: "PC647 (h), UMC10.72.010." and "NO LOITERING IS ALLOWED ON OR IN FRONT OF THESE PREMISES." The signs shall be posted on the front, rear, and sides of the building, and shall be clearly visible to patrons of the licensee. Signs shall comply with all City of Upland sign requirements (UMC 17. 15 et seq.). No more than 50% of the total window area and clear doors shall bear advertising or signs of any sort. Window signs shall be placed and maintained in a manner so that there is a clear and unobstructed view of the interior of the premises from the public sidewalk or entrance to the premises (this applies to all windows of this location).
- 40.17 A digital video surveillance system is required at the premise. It is recommended to have a surveillance video/visual media that shall be maintained for a minimum of sixty (60) days and upon request, shall be accessible to law enforcement personnel for viewing, copying and collection purposes during regular business hours. The system shall be able to make license plates discernable. The video system shall cover all ingress and egress points of the businesses parking lots, the building itself, drive-thru area, and the rear perimeter of the building.
- 40.18 Provide UPD with contact information of person responsible for maintaining video equipment/system and who has access to retrieve

and copy surveillance video. The surveillance video/visual media shall be remotely accessible to the Upland Police Department.

- 40.19 All landscaping must adhere to the 2' 6' rule (all ground cover landscaping must be maintained no higher than 2' from ground level and all lower tree canopy must be maintained no lower than 6' in height from the ground level).
- 40.20 Any vehicles not parked legally may be cited and/or towed if it is in violation of the California Vehicle Code and/or Upland Municipal Code.

#### 50.0 Building and Safety

- 50.1 Full Design to be in compliance with City of Upland Construction Codes.
- 50.2 Soils report is required at the time of plan check submittal.
- 50.3 Provide full compliance ADA parking, Site Accessibility, and Parking.
- 50.4 If kitchen is provided, applicant will need approval of mechanical hood and grease interceptor.
- 50.5 Demolition permit of existing building will only be issued after new building plan submittal.
- 50.6 Abatement reports required prior to building demolition.

#### 60.0 San Bernardino County Fire

- 60.1 The Fire Hydrant shall be within 300-feet of proposed structure.

#### 70.0 Trash Services

- 70.1 The use is required to participate in a food waste recycling program under AB1826. Therefore, the enclosure shall be sized to accommodate at least three commercial bins. No other equipment or uses shall be permitted within the trash enclosure.
- 70.2 Prior to issuance of grading permits, the developer or their contractor shall contact Burrtec to coordinate the preparation and implementation of a Construction Waste Management Plan.

#### 80.0 Review/Compliance

- 80.1 The Planning Commission may review the use 90 days, 180 days, and on an annual basis following the date of final inspection, or as needed at the discretion of the Development Services Director, to determine whether the applicant and operators are operating the use in a manner that is compatible with the community. The Planning Commission may

establish additional conditions of approval that are necessary to eliminate any issues that arise from the operation of the use that adversely impact the public health, welfare, and safety, or may direct staff to initiate revocation proceedings. The conditional use permit may be revoked if the permittee, his agents or assigns, or employee(s) of the establishment, or any other person connected or associated with the permittee or his business establishment, or any person who is exercising managerial authority of the business establishment has:

- a. Violated any rule, regulation, or condition of approval adopted by the Planning Commission relating to the conditional use permit or contained in the Upland Municipal Code, or state or federal regulations. Violation of any provision of the Upland Municipal Code (UMC) or the conditions of approval set forth in this resolution, shall be deemed to constitute an infraction of the Upland Municipal Code, and shall be subject to the applicable fines and penalties, including the possibility of revocation of this permit.
- b. Conducted the operation permitted hereunder in a manner contrary to the peace, health, safety, and general welfare of the public, or in a manner which either generates or contributes to noise and/or health/sanitation nuisances, or which results in undesirable activities that negatively affects adjacent properties or creates an increased demand for public services.

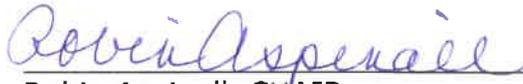
Section 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). The finding for General Plan Conformity of the Street Vacation (SV-19-01) is Categorically Exempt from environmental proceedings pursuant to *Article 5, Section 15061(b)(3)*. The activity is covered by the common sense exemption that The CEQA Guidelines apply only to projects which have the potential for causing a significant effect on the environment. Further, the project is Categorically Exempt from environmental proceedings pursuant to Article 19, Section 15332, In-Fill Development Projects, Class 32 (a-e), of the California Environmental Quality Act, since the proposed project is consistent with applicable general plan designations and policies as well as applicable zoning designation and regulations; occurs within city limits on a property that is no more than five acres substantially surrounded by urban uses; has no value as habitat for endangered, rare or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services.

Section 5. APPEAL. Pursuant to Upland Municipal Code Section 17.47.040, the decision of the Planning Commission may be appealed to the City Council provided that written notice of the appeal is filed with the City Clerk within ten (10) days following the date the decision was rendered, unless a longer appeal period is specified as part of the project approval. Failure to file a timely appeal shall constitute a waiver of the right of appeal, and the decision of the Planning Commission shall be final.

Section 6. INCONSISTENCY. If any section, division, sentence, clause, phrase or portion of this resolution or the document in the record in support of this resolution is determined by a court of competent jurisdiction to be invalid, unenforceable, unconstitutional or otherwise void, that determination shall not affect the validity of the remaining sections, divisions, sentences, clauses, phrases of this resolution.

Section 7. CERTIFICATION. The Secretary of the Planning Commission shall certify to the passage, approval, and adoption of this Resolution, and shall cause this Resolution and his certification to be entered in the Book of Resolutions of the Planning Commission of the City.

PASSED, APPROVED and ADOPTED this 11th day of December, 2019.

  
\_\_\_\_\_  
Robin Aspinall, CHAIR

ATTEST:



Robert D. Dalquest, SECRETARY

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly passed and adopted by the Planning Commission of the City of Upland at a regular adjourned meeting thereof held on the 11<sup>th</sup> day of December, 2019, by the following vote:

- AYES: Chair Aspinall, Commissioners Anderson, Novikov and Walker.
- NAYS: Vice Chair Schwary
- ABSENT: Commissioner Brouse
- ABSTAIN: None

  
Robert D. Dalquest, SECRETARY

**MINUTES OF A REGULAR MEETING OF THE  
UPLAND PLANNING COMMISSION**

**DECEMBER 11, 2019**

*Vice Chair Schwary* moved to find that the project is Categorically Exempt from environmental proceedings pursuant to Article 19, Section 15332, In-Fill Development Projects, Class 32 (a-e), of the California Environmental Quality Act; and moved to adopt a Resolution approving Conditional Use Permit No. 19-12, Site Plan No. 19-11, Design Review No. 19-18 and Environmental Assessment Review No. EAR-0088, subject to conditions of approval as set forth in the Draft Resolution dated December 11, 2019, as amended to add the conditions that there would be a six-month review by the Police Department to evaluate hours of operation and parking.

The motion was seconded by *Commissioner Anderson*.

The motion carried by the following vote:

AYES: *Commissioners Anderson, Novikov, Walker, Vice Chair Schwary, and Chair Aspinall*

NAYS: None ABSTAINED: None

ABSENT: *Commissioner Brouse*

Start

**3. PUBLIC HEARING FOR CONDITIONAL USE PERMIT NO. 19-08, SITE PLAN NO. 19-05, DESIGN REVIEW NO. 19-08, STREET VACATION NO. 19-01, AND ENVIRONMENTAL ASSESSMENT REVIEW NO. 0082.**

The proposed project is for a Starbucks with a drive-thru and a street vacation of the frontage road.

Project Location: 275 E. Foothill Boulevard, APN: 1045-551-04.

STAFF:	Joshua Winter, Associate Planner
APPLICANT:	Upland Village Shopping Center 2950 Airway Avenue Costa Mesa, CA 92626
RECOMMENDATION:	That the Planning Commission: <ol style="list-style-type: none"> <li>1. Receive staff's presentation; and</li> <li>2. Hold a public hearing and receive testimony from the public; and</li> <li>3. Find that finding for General Plan Conformity of the Street Vacation (SV-19-01) is Categorically Exempt from environmental proceedings pursuant to Article 5, Section 15061(b)(3), the activity is covered by the common sense exemption that The CEQA Guidelines apply only to projects which have the potential for causing a significant effect on the environment; and</li> <li>4. Find that the Street Vacation (SV-19-01) is in conformity with the City of Upland General Plan; and</li> <li>5. Recommend the City Council find the project is Categorically Exempt from environmental proceedings pursuant to Article 19, Section 15332, In-Fill Development Projects, Class 32 (a-e), of the California Environmental Quality Act; and</li> <li>6. Move to adopt a Resolution recommending that the City Council approve Conditional Use Permit No. 19-08, Site Plan No. 19-05, Design Review No. 19-08, Environmental Assessment Review No. EAR-0082, and Street Vacation No. 19-01, subject to conditions of approval as set forth in the Draft Resolution dated December 11, 2019.</li> </ol>
COUNCIL HEARING REQUIRED:	Yes
APPEAL PERIOD:	N/A

**MINUTES OF A REGULAR MEETING OF THE  
UPLAND PLANNING COMMISSION**

**DECEMBER 11, 2019**

*Associate Planner Winter* presented the details of the staff report, including the proposal; project location; General Plan Designation and Zoning; existing conditions; vehicle circulation; proposed design; floor plan; General Plan conformance; CEQA findings; Conditions of Approval; and staff recommendations.

*Vice Chair Schwary* expressed concerns for the drive-thru and management of cars in the drive-thru queue.

In response to *Vice Chair Schwary's* inquiry, *Associate Planner Winter* indicated that there is a Condition of Approval that requires the operator to address any issues that are caused, and the operator would be required to implement measures to the satisfaction of the Development Services Director.

*Chair Aspinall* inquired as to who the owner of the Starbucks will be; the walking paths; and ADA access to enter the tenant space. She also inquired as to the doors facing Foothill Boulevard.

In response to *Chair Aspinall's* inquiry, *Associate Planner Winter* indicated that the property owner is the same owner as the previous item, and Starbucks will lease the building. He also pointed out pathways and ADA access ways and noted the doors facing Foothill Boulevard are utility doors.

Discussion ensued related to design, landscaping, utility doors and enhanced design elements.

*Commissioner Anderson* expressed concern for back-up traffic and suggested a two-lane design.

In response to *Commissioner Anderson's* inquiry, *Associate Planner Winter* indicated that the two-lane design was not proposed, and the space is fairly narrow. He also indicated that as part of Conditions of Approval, there is a six (6) month review period.

*Chair Aspinall* inquired as to next steps with regards to the multiple applications.

In response to *Chair Aspinall's* inquiry, *Associate Planner Winter* indicated that procedurally, as there are multiple applications at once time, the approval goes to the highest authority, which would be under the purview of the City Council.

*Chair Aspinall* opened the public hearing.

*Matthew Bush, applicant*, spoke about the design of the drive-thru and indicated that the design eliminates a back-up of traffic on to Foothill Boulevard. He also spoke about State Water Board requirements in the landscaping area; and addressed areas where design can be changed or added.

*Dr. Nehal Zaveri*, adjacent tenant, expressed concerns for parking for his staff and access for dental patients.

*Associate Planner Winter* indicated that per the Municipal Code, the dental office has adequate parking.

*Dede Ramela* spoke in opposition to the project and expressed concern for the traffic back-up on Foothill Boulevard.

*Matthew Bush, applicant*, reiterated the design process with regards to the drive-thru; and spoke about the Conditions of Approval with regards to ADA accessibility and additional parking.

Seeing no further members of the public wishing to address the Commission, *Chair Aspinall* closed the public hearing.

*Commissioner Anderson* moved to find that the finding for General Plan Conformity of the Street Vacation (SV-19-01) is Categorical Exempt from environmental proceedings pursuant to Article 5, Section 15061(b)(3), the activity is covered by the common sense exemption that The CEQA Guidelines apply only to projects which have the potential for causing a significant effect on the environment; and move to find that the Street Vacation (SV-19-01) is in conformity with the City of Upland General Plan; and recommend the City Council find the project is Categorical Exempt from environmental proceedings pursuant to Article 19, Section 15332, In-Fill Development Projects, Class 32 (a-e), of the California Environmental Quality Act; and move to adopt a Resolution recommending that the City Council approve Conditional Use Permit No. 19-08, Site Plan No. 19-05, Design Review No. 19-08, Environmental Assessment Review No. EAR-0082, and Street Vacation No. 19-01, subject to conditions of approval

**MINUTES OF A REGULAR MEETING OF THE  
UPLAND PLANNING COMMISSION**

**DECEMBER 11, 2019**

as set forth in the Draft Resolution dated December 11, 2019, as amended to add a Condition of Approval providing for the addition of enhancements to the south façade.

The motion was seconded by *Chair Aspinall*.

The motion carried by the following vote:

AYES: Commissioners Anderson, Novikov, Walker, and Chair Aspinall

NAYS: Vice Chair Schwary; ABSTAINED: None

ABSENT: Commissioner Brouse

*Chair Aspinall* inquired as to the date in which the City Council review will take place.

In response to *Chair Aspinall's* inquiry, *Development Services Director Dalquest* indicated the item will most likely go before the City Council in early February.

End

**4. PUBLIC HEARING FOR CONDITIONAL USE PERMIT NO. 19-05, SITE PLAN NO. 19-02, DESIGN REVIEW NO. 19-02, TENTATIVE PARCEL MAP NO. 19-01, AND ENVIRONMENTAL ASSESSMENT REVIEW NO. 0079.**

The proposed project is for the demolition of an existing building and development of 60 townhouse apartments within eleven buildings.

Project Location: 760 Mesa Court, APN: 1046-102-130.

STAFF:	Joshua Winter, Associate Planner
APPLICANT:	Soroush Rahbari 4790 Irvine Boulevard #105-276 Irvine, CA 92620
RECOMMENDATION:	That the Planning Commission: <ol style="list-style-type: none"> <li>1. Receive staff's presentation; and</li> <li>2. Hold a public hearing and receive testimony from the public; and</li> <li>3. Find the project is Categorically Exempt from environmental proceedings pursuant to Article 19, Section 15332, In-Fill Development Projects, Class 32 (a-e), of the California Environmental Quality Act; and</li> <li>4. Move to adopt a Resolution approving Conditional Use Permit No. 19-05, Site Plan No. 19-02, Design Review No. 19-02, Environmental Assessment Review No. EAR-0079, and Tentative Parcel Map No. 19-01, subject to conditions of approval as set forth in the Draft Resolution dated December 11, 2019.</li> </ol>
COUNCIL HEARING REQUIRED:	No
APPEAL PERIOD:	10 days, ending December 23, 2019.

*Associate Planner Winter* presented the details of the staff report, including the General Plan Designation and Zoning; surrounding uses; existing site conditions; proposed parcel map; subdivision request; proposed site plan; parking and circulation; proposed architectural design; ADA accessibility; landscaping; open space; CEQA findings; traffic, noise and air quality study findings; and staff recommendations. He also indicated the units will be for-rent.

*Vice Chair Schwary* inquired as to the number of parking spaces per unit.

# Upland Village Center, LLC

C/O Wood Investments, Inc.  
2950 Airway Avenue, Suite A9  
Costa Mesa, CA 92626  
Ph: (657) 247-2600

---

November 11<sup>th</sup>, 2019

Joshua Winter  
City of Upland  
460 N. Euclid Avenue  
Upland, CA 91786

Re: Street Vacation Petition  
Upland Village Center  
Upland, California

Joshua:

This is a petition for the vacation of the street abutting Upland Village Center, as part of the process of the development of a drive-thru Starbucks at 275 E Foothill Blvd.

x  \_\_\_\_\_

Upland Village Center, LLC

Patrick Wood; Owner of APN 1045-551-12

229 E Foothill Blvd  
Upland, CA 91786

Date: November 11, 2019

x  \_\_\_\_\_

Upland Village Center, LLC

Patrick Wood; Owner of APN 1045-551-04

275 E Foothill Blvd  
Upland, CA 91786

Date: November 11, 2019

**EXHIBIT "A"**  
**FOOTHILL BOULEVARD VACATION (V- )**

**LEGAL DESCRIPTION**

THAT PORTION OF LOT 516, ONTARIO COLONY LANDS, CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MAP RECORDED ON PAGE 6 OF BOOK 11 OF MAPS, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, OF PARCEL MAP NO. 213, IN SAID CITY, COUNTY AND STATE, AS FILED IN BOOK 6, PAGE 2 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH ALONG THE PROLONGATION OF THE EAST LINE OF SAID PARCEL 4 A DISTANCE OF 0.95 FEET, TO A LINE THAT IS PARALLEL WITH AND 52.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 516 AND BEING THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 00° 01' 05" WEST A DISTANCE OF 20.00 FEET, TO A LINE THAT IS PARALLEL WITH AND 32.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 516; THENCE NORTH 89° 58' 55" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 126.58 FEET; THENCE NORTH 00° 01' 05" EAST 20.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A 65.00 FOOT RADIUS, A RADIAL LINE TO SAID CURVE BEARS NORTH 46° 52' 37" WEST, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF FOOTHILL BOULEVARD; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 53' 43" AN ARC DISTANCE OF 49.11 FEET TO A POINT OF COMPOUND CURVE, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A 104.00 FOOT RADIUS; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 16' 01" AN ARC DISTANCE OF 38.60 FEET TO A POINT OF REVERSE CURVATURE, SAID REVERSE CURVE BEING CONCAVE NORTHESTERLY, HAVING A 175.00 FOOT RADIUS; THENCE SOUTHEASTERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 15° 16' 55" AN ARC DISTANCE OF 46.68 FEET, MORE OR LESS, TO THE **TRUE POINT OF BEGINNING**.

AREA OF SAID PROPERTY IS APPROXIMATELY 3,983 SQ. FT.

THE PLAT LABELED EXHIBIT "B" IS ATTACHED HERETO AND MADE A PART HEREOF THIS LEGAL DESCRIPTION.

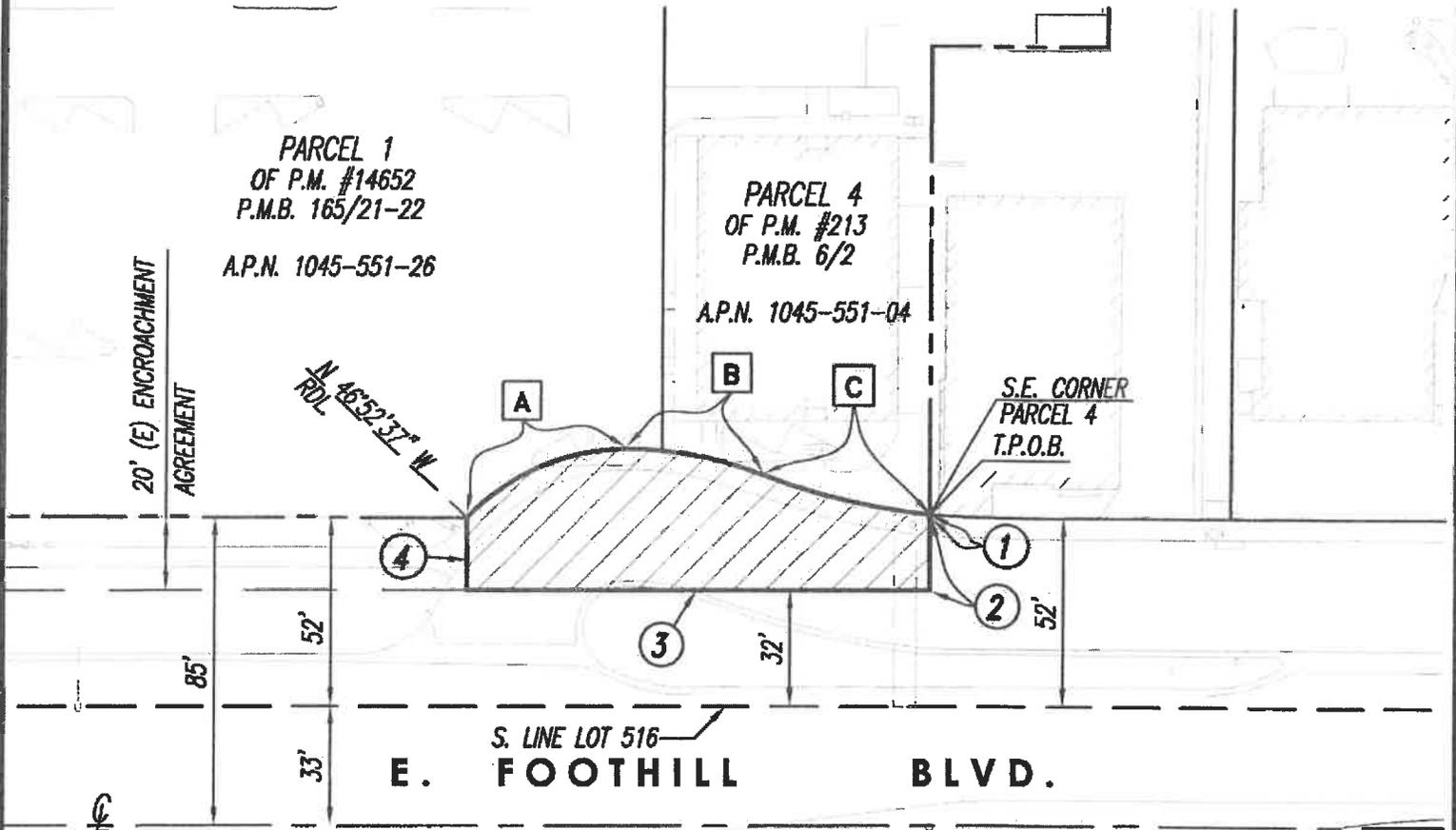
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT.

ERIC J. ANDREASEN, L.S. 8256 (LIC EXP. 12-31-20)  
ANDREASEN ENGINEERING, INC.  
580 NORTH PARK AVENUE  
POMONA, CALIFORNIA 91768  
909-623-1595

**RECEIVED**  
**JUL 24 2019**  
**DEVELOPMENT SERVICES**

# EXHIBIT "B"

## FOOTHILL BOULEVARD VACATION (V - )



**DISTANCE TABLE**

#	BEARING	DISTANCE
①	SOUTH	0.95'
②	S 00°01'05" W	20.00'
③	N 89°58'55" W	126.58'
④	N 00°01'05" E	20.00'

**CURVE TABLE**

#	RADIUS	DELTA	LENGTH
A	65.00'	46°53'43"	49.11'
B	104.00'	21°16'01"	38.60'
C	175.00'	15°16'55"	46.68'



**LEGEND:**

- — — — — CENTER LINE
- - - - - RIGHT OF WAY LINE/ PROPERTY LINE



INDICATES VACATION AREA

**APPLICANT:**

WOOD INVESTMENTS, INC.  
 580 BROADWAY, SUITE 117  
 LAGUNA BEACH, CA 92651  
 CONTACT: MATTHEW BUSH  
 (949)497-8580



**PREPARED BY:**  
**ANDREASEN ENGINEERING, INC.**

Civil Engineering • Land Surveying • Municipal Engineering  
 580 North Park Avenue, Pomona, California 91768  
 (909) 633-1525 Fax: (909) 620-0016

\*\*\*\*\* Closure: Foothill Blvd. Vacation - APN 1045-551-04 & 26 \*\*\*\*\*

Start Point	Bearing	Distance	End Point	End Point Stored Coordinates	
				North	East
			59	10000.0262	9916.7134
59	S 00 01 05 W	20.00	60	9980.0262	9916.7071
60	N 89 58 55 W	126.76	61	9980.0659	9789.9502
61	N 00 01 05 E	20.00	58	10000.0659	9789.9565
58	S 46 52 38 E (R)	60.00	57	9959.0521	9833.7500
57	N 00 01 05 E (R)	60.00	56	10019.0521	9833.7689
56	S 00 01 05 W (R)	104.00	55	9915.0521	9833.7361
55	N 21 17 06 E (R)	104.00	54	10011.9579	9871.4889
54	N 21 17 06 E (R)	175.00	52	10175.0205	9935.0152
52	S 06 00 11 W (R)	175.00	53	10000.9801	9916.7134
53	S 00 00 00 E	0.95	59	10000.0262	9916.7134

Closure ERROR: S 37 20 23 E 0.0052 ft. 10000.0304 9916.7102  
 Closure Precision: 1 / 58095 -0.0042 0.0032

Arc Start Point	Delta	Arc Length	Tangent Length	Arc Center Point	Arc End Point	Radius Length
58	046 53 43	49.11	26.02	57	56	60.00
56	021 16 01	38.60	19.53	55	54	104.00
53	015 16 55	46.68	23.48	52	54	175.00

MSC PERIMETER is 302.10 feet.

AREA of Foothill Blvd. Vacation - APN 1045-551-04 & 26 is  
 3982.10 SF.....or 0.0914 Acres

\*\*\*\*\*

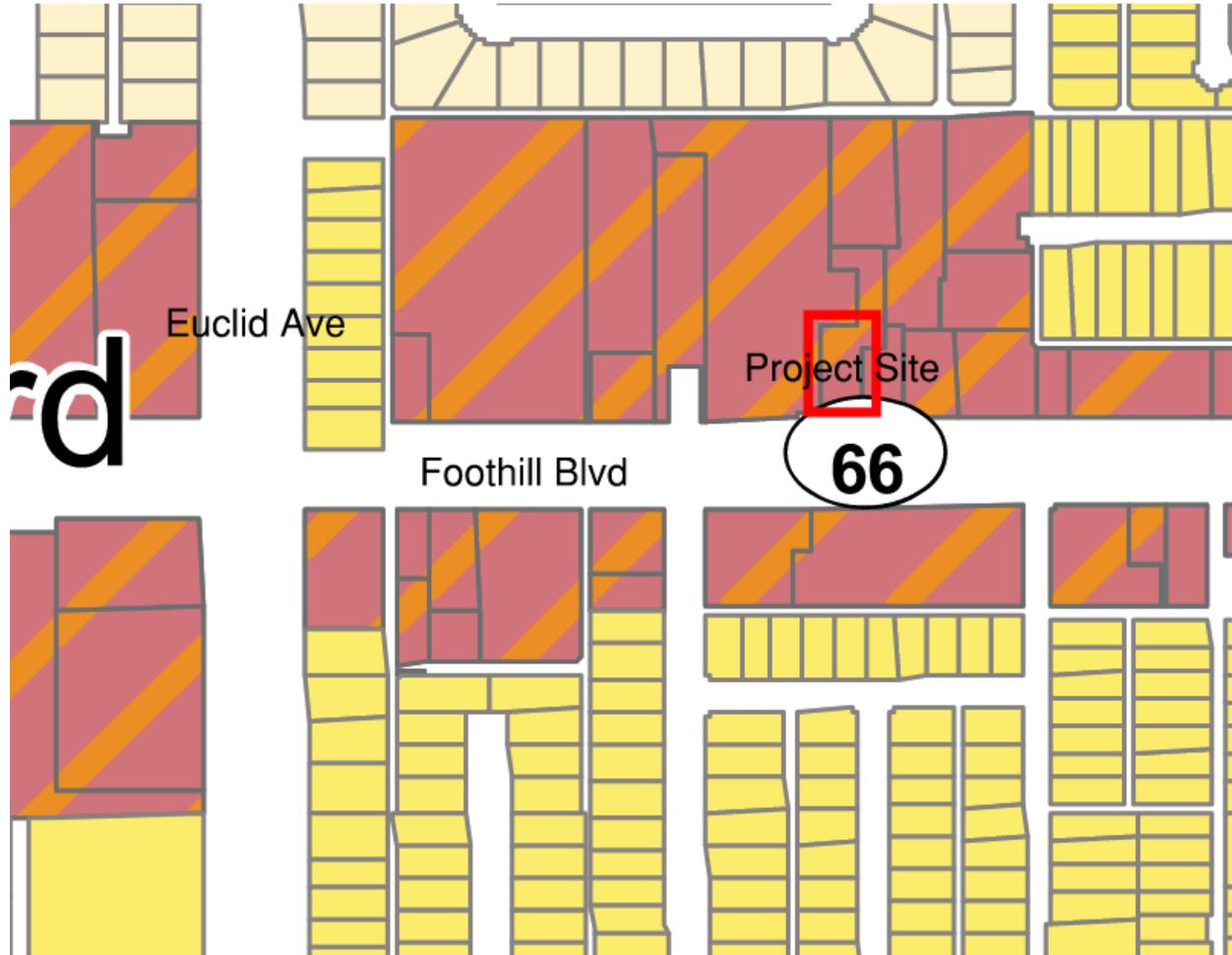
\*\*\*\*\* Report Summary \*\*\*\*\*

MSC Area = 3987.90 SF.....or 0.0915 Acres

END OF REPORT

# Exhibit C - General Plan and Zoning Map

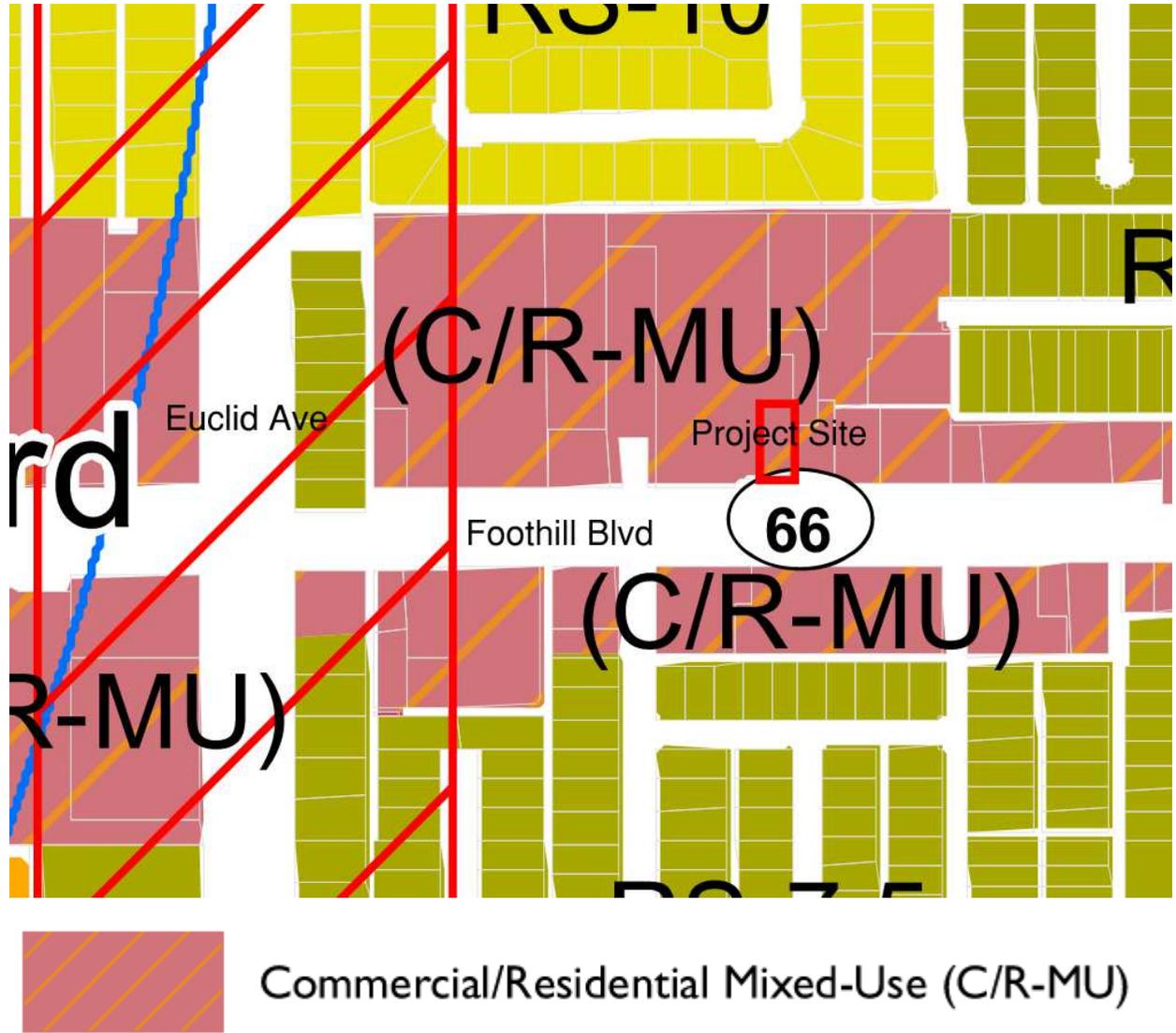
General Plan Land Use Map



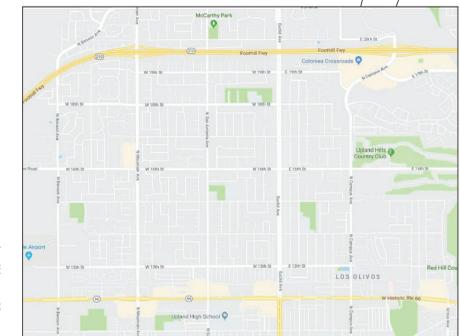
Commercial/Residential Mixed-Use (C/R-MU)

# Exhibit C - General Plan and Zoning Map

Zoning Map



NEC EUCLID AVE & FOOTHILL BLVD.  
UPLAND, CA



VICINITY MAP  
NOT TO SCALE

**SITE DATA**

**ZONING**

PROPOSED USE	RETAIL
EXISTING ZONING	C/R-MU COMMERCIAL/RESIDENTIAL MIXED-USE
APN(S)	1045-551-04 1045-551-07 1045-551-08 1045-551-09 1045-551-10 1045-551-20 1045-551-26 1045-551-27

**SITE AREA**

SITE AREA - NET :	± 12.3 AC	± 535,818 SF
ENCROACHMENT LICENSE AREA :	± 0.58 AC	± 25,310 SF
TOTAL SITE AREA	± 12.9 AC	± 561,128 SF
(WITH ENCROACHMENT LICENSE AREA)		

**BUILDING DATA**

BUILDING AREA	PARK'G RATIO	
MAJOR-1 ±39,469 SF	@ 250 SF	158 STALLS
MAJOR-2 ±23,585 SF	@ 250 SF	94 STALLS
MAJOR-3 ±17,684 SF	@ 250 SF	71 STALLS
MAJOR-4 ±20,800 SF	@ 250 SF	83 STALLS
MAJOR-5 ±10,903 SF	@ 250 SF	44 STALLS
MAJOR-6 ±15,040 SF	@ 250 SF	60 STALLS
SHOPS-1 ±5,031 SF	@ 250 SF	20 STALLS
SHOPS-3 ±9,161 SF	@ 250 SF	37 STALLS
DRIVE-THRU 1 ±3,500 SF	@ 250 SF	14 STALLS
RESTAURANT ±4,300 SF	@ 250 SF	17 STALLS
<b>TOTAL</b>		<b>598 STALLS</b>

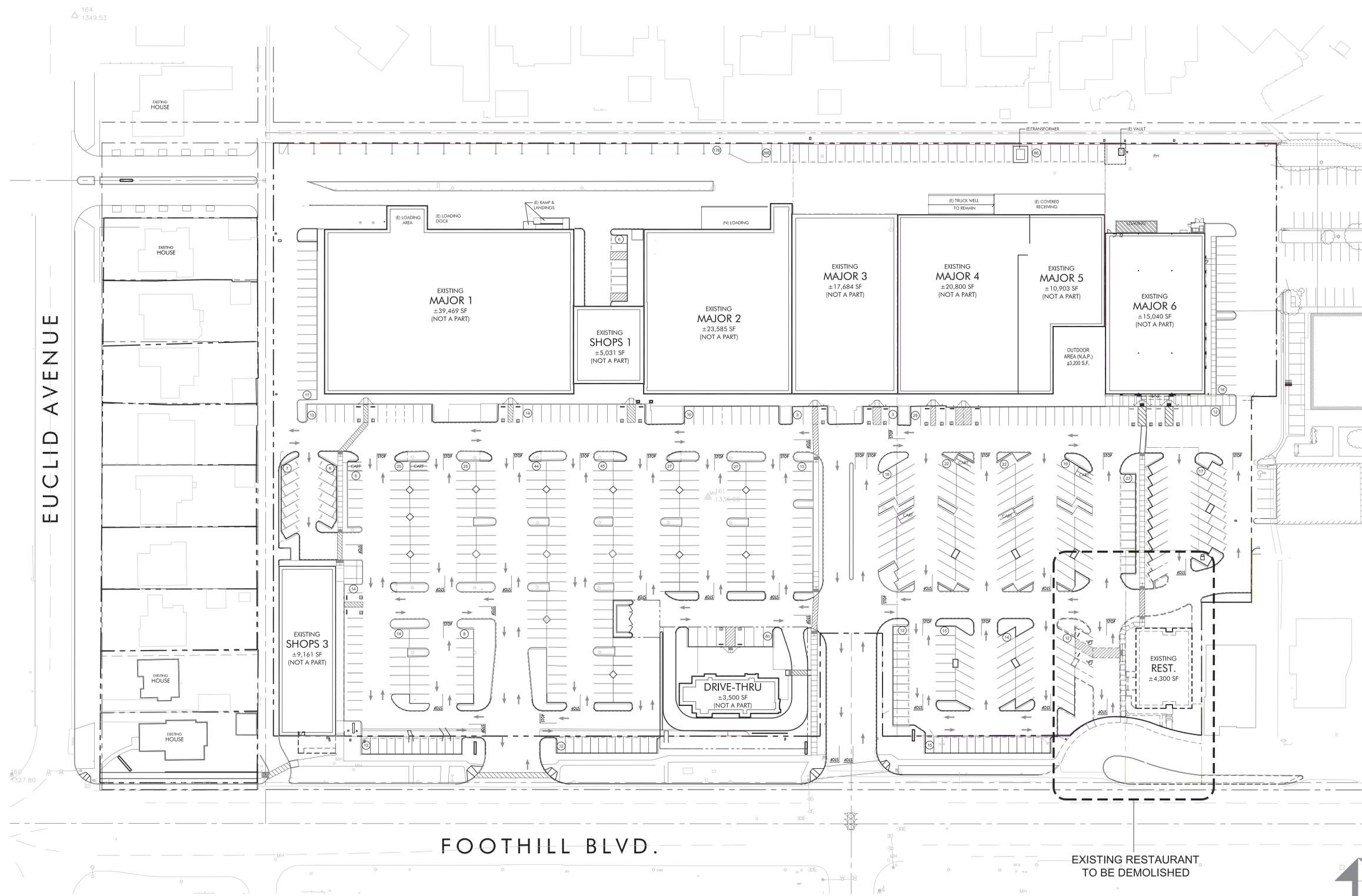
F.A.R. ±149,473 S.F. / ±561,128 S.F. = 0.26

**PARKING DATA**

TOTAL PARKING REQUIRED	598 STALLS
TOTAL PARKING PROVIDED	±634 STALLS
OVERALL PARKING RATIO	4.2 / 1,000

**SITE LAYOUT DATA**

MIN. DRIVE AISLE WIDTH	26'-0"
STANDARD PARKING STALL	9'-0" x 19'-0"
COMPACT PARKING STALL	8'-0" x 16'-0" (40% MAX.)



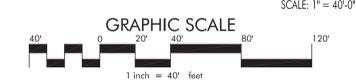
FOOTHILL BLVD.

EXISTING RESTAURANT  
TO BE DEMOLISHED

**RECIPROCAL ACCESS AGREEMENT:**

A NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS, EGRESS AND OTHER PURPOSES IN TO AND OVER PARCEL 1 AND 2B AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENTS AND DECLARATION OF RESTRICTIONS (HEREIN CALLED 'THE DECLARATION') DATED NOVEMBER 13, 1967 AND RECORDED JUNE 5, 1968 BOOK 7037 PAGE 202, OFFICIAL RECORDS OF SAID COUNTY; TOGETHER WITH THE COVENANTS, RIGHTS AND AGREEMENTS IN FAVOR OF PARCEL 2A DESCRIBED IN THE DECLARATION AS SAID EASEMENTS, COVENANTS, RIGHTS AND AGREEMENTS AREA SET FORTH IN THE DECLARATION.

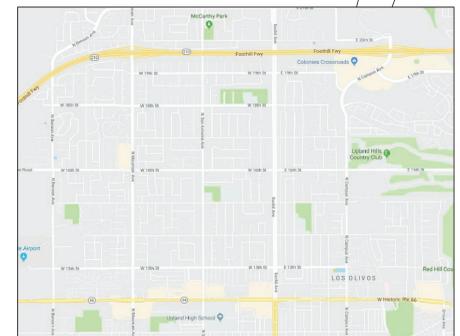
**EXISTING SITE PLAN**



CONCEPTUAL SUBJECT TO CHANGE

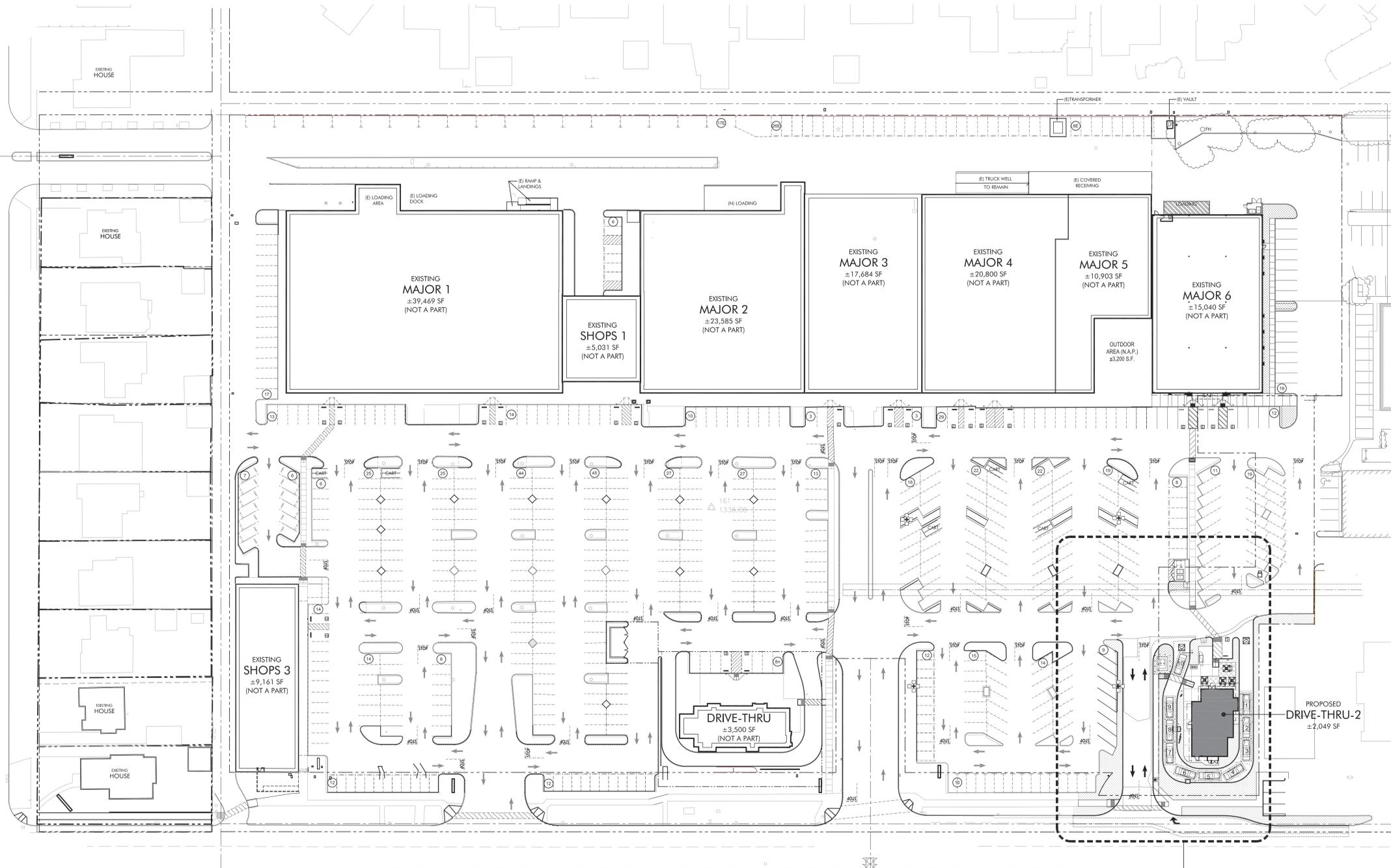
#	Description	Date
1	1ST SUBMITTAL	07.21.2019
2		
3	RE-SUBMITTAL	10.03.2019

NEC EUCLID AVE & FOOTHILL BLVD.  
UPLAND, CA



VICINITY MAP  
NOT TO SCALE

EUCLID AVENUE



FOOTHILL BLVD.

SEE SP-01

**SITE DATA**

**ZONING**

PROPOSED USE	RETAIL
EXISTING ZONING	C/R-MU COMMERCIAL/RESIDENTIAL MIXED-USE
APN(S)	1045-551-04 1045-551-07 1045-551-08 1045-551-09 1045-551-10 1045-551-20 1045-551-26 1045-551-27

**SITE AREA**

SITE AREA - NET :	±12.3 AC	±535,818 SF
ENCROACHMENT LICENSE AREA :	±0.58 AC	±25,310 SF
TOTAL SITE AREA	±12.9 AC	±561,128 SF
(WITH ENCROACHMENT LICENSE AREA)		

**BUILDING AREA**

BUILDING AREA	PARK'G RATIO	
MAJOR-1 ±39,469 SF	@ 250 SF	158 STALLS
MAJOR-2 ±23,585 SF	@ 250 SF	94 STALLS
MAJOR-3 ±17,684 SF	@ 250 SF	71 STALLS
MAJOR-4 ±20,800 SF	@ 250 SF	83 STALLS
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MAJOR-6 ±15,040 SF	@ 250 SF	60 STALLS
SHOPS-1 ±5,031 SF	@ 250 SF	20 STALLS
SHOPS-3 ±9,161 SF	@ 250 SF	37 STALLS
DRIVE-THRU 1 ±3,500 SF	@ 250 SF	14 STALLS
NEW DRIVE-THRU 2 ±2,049 SF	@ 250 SF	8 STALLS
<b>TOTAL</b>		<b>589 STALLS</b>

F.A.R. ±147,222 S.F./ ±561,128 S.F. = 0.26

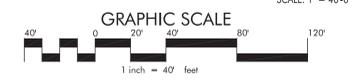
**PARKING DATA**

TOTAL PARKING REQUIRED	589 STALLS
TOTAL PARKING PROVIDED	±629 STALLS
OVERALL PARKING RATIO	4.27 / 1,000

**SITE LAYOUT DATA**

MIN. DRIVE AISLE WIDTH	26'-0"
STANDARD PARKING STALL	9'-0" x 19'-0"
COMPACT PARKING STALL	8'-0" x 16'-0" (40% MAX.)

**PROPOSED SITE PLAN**



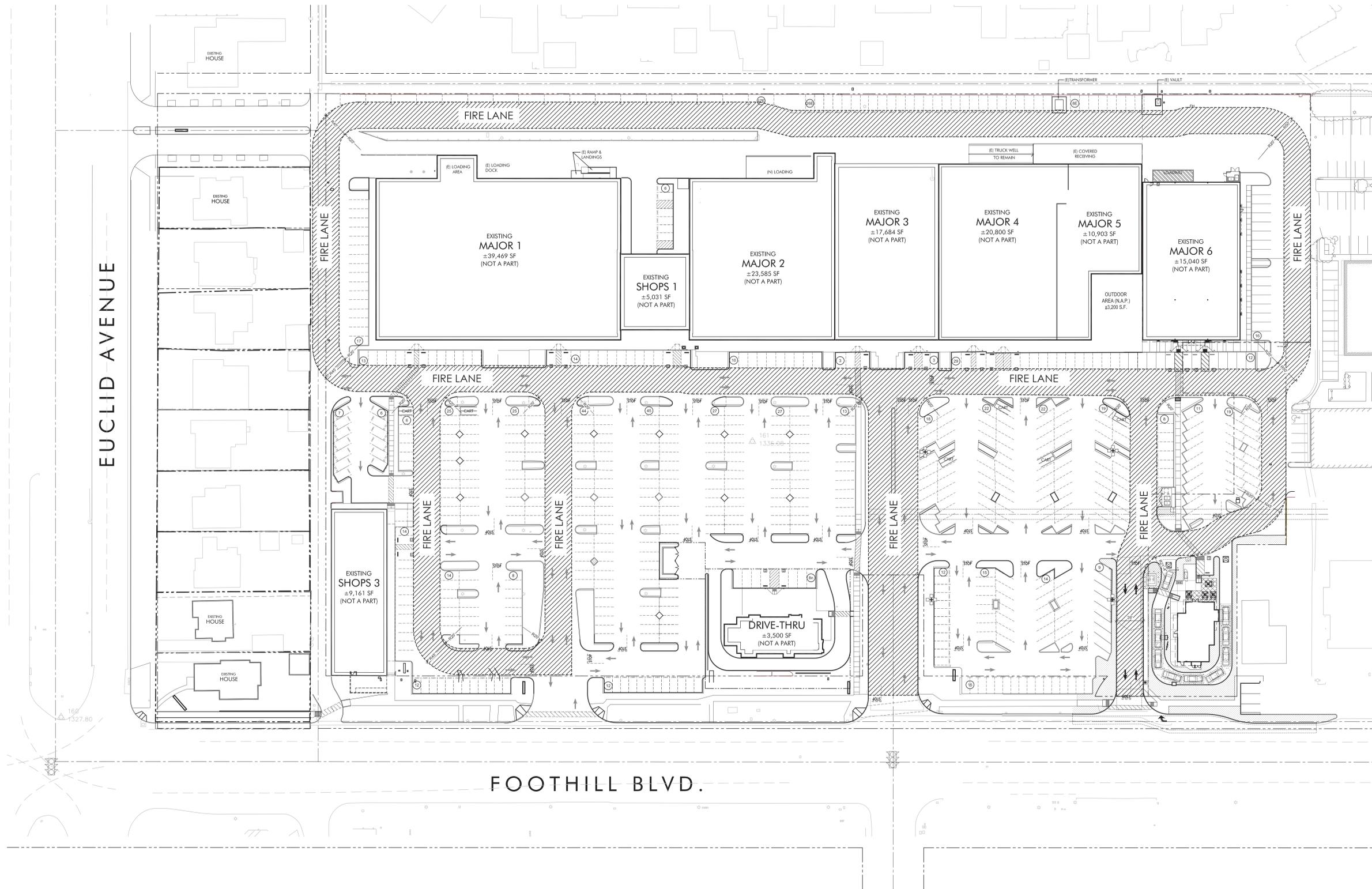
**RECIPROCAL ACCESS AGREEMENT:**

A NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS, EGRESS AND OTHER PURPOSES IN TO AND OVER PARCEL 1 AND 2B AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENTS AND DECLARATION OF RESTRICTIONS (HEREIN CALLED "THE DECLARATION") DATED NOVEMBER 13, 1967 AND RECORDED JUNE 5, 1968 BOOK 7037 PAGE 202, OFFICIAL RECORDS OF SAID COUNTY; TOGETHER WITH THE COVENANTS, RIGHTS AND AGREEMENTS IN FAVOR OF PARCEL 2A DESCRIBED IN THE DECLARATION AS SAID EASEMENTS, COVENANTS, RIGHTS AND AGREEMENTS AREA SET FORTH IN THE DECLARATION.

CONCEPTUAL SUBJECT TO CHANGE

#	Description	Date
1	1ST SUBMITTAL	07.21.2019
2		
3	RE-SUBMITTAL	10.03.2019



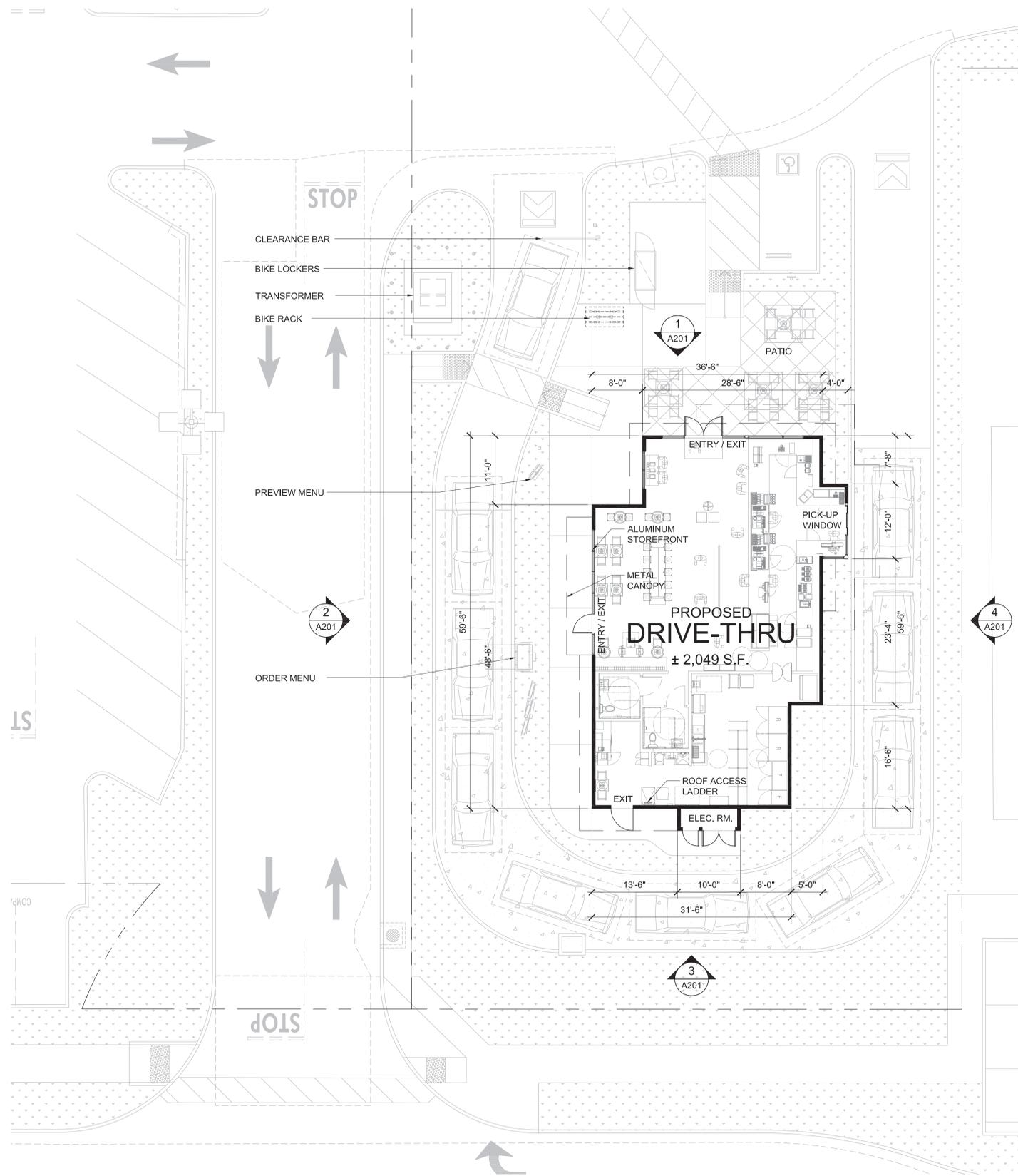


**PROPOSED SITE PLAN**



CONCEPTUAL SUBJECT TO CHANGE

#	Description	Date
1	1ST SUBMITTAL	07.21.2019
2		
3	RE-SUBMITTAL	10.03.2019



**PROPOSED FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"  
 NORTH

CONCEPTUAL SUBJECT TO CHANGE

#	Description	Date
1	1ST SUBMITTAL	07.21.2019
2		
3	RE-SUBMITTAL	10.03.2019



# Technical Memorandum

To: Matt Bush, Wood Investments Companies  
 From: Marc Mizuta, Mizuta Traffic Consulting  
 Date: October 7, 2019  
 Re: Revised Upland Village Center Parking Demand Analysis

The following technical memorandum has been updated to summarize the parking demand analysis completed for the Upland Village Center project (herein referred to as “the project”). The proposed project consists of replacing the existing daycare facility with a supermarket and adding a Starbucks. The project will provide 629 parking spaces on site.

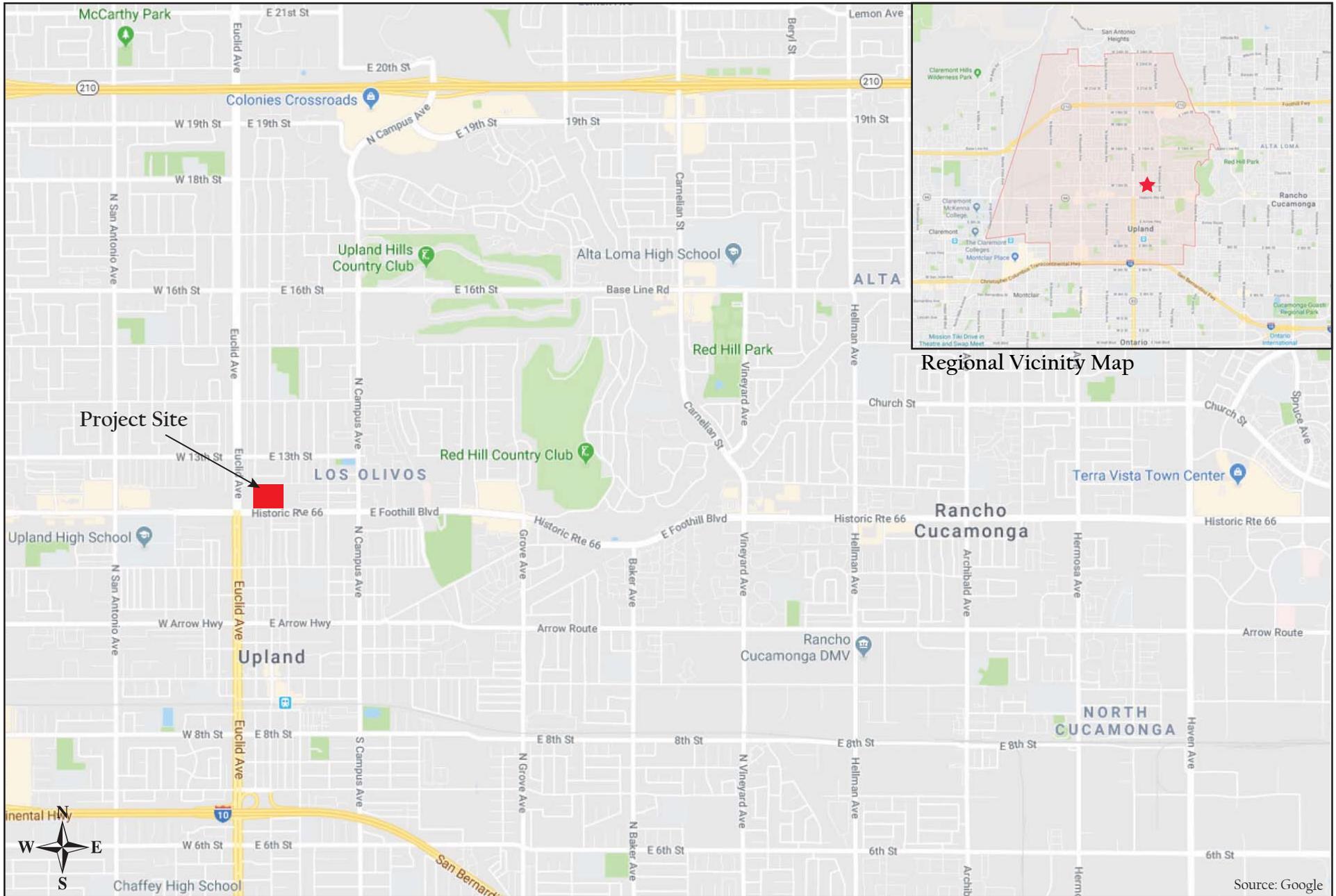
This report evaluates the parking demand based on the application of the City’s parking requirements and application of the Urban Land Institute’s (ULI) Shared Parking methodology.

## PROJECT DESCRIPTION

The project site is located on the northeast quadrant of the Euclid Avenue and E Foothill Boulevard intersection at 263 Foothill Boulevard in the City of Upland, California (see **Figure 1**). The project site contains the existing Upland Village Center (see **Figure 2**). Tenant improvements have been made over the last year, but there are still a few buildings with no tenants. **Table 1** summarizes the existing tenants and its respective areas at the existing project site.

**Table 1: Existing Tenants at Project Site**

Building	Tenant <sup>1</sup>	Area (sf)
Major 1	Burlington Coat Factory	39,469
Major 2	Ross Dress For Less	21,324
Major 3	Laser Island	8,000
Major 4	99 Cent Store	20,800
Major 5	Vacant	10,903
Major 6	Montessori Academy of Upland	13,100
Shops 1	Aspire Salon	5,031
Shops 3	Mod Pizza, Chop Shop, Nail Salon, Vacant	9,024
Pad 1	Raising Cane’s	3,500
Pad 2	Vacant	4,300
<b>Total Floor Area</b>		<b>135,451</b>
Notes:		
1. Current tenants as of October 1, 2019.		



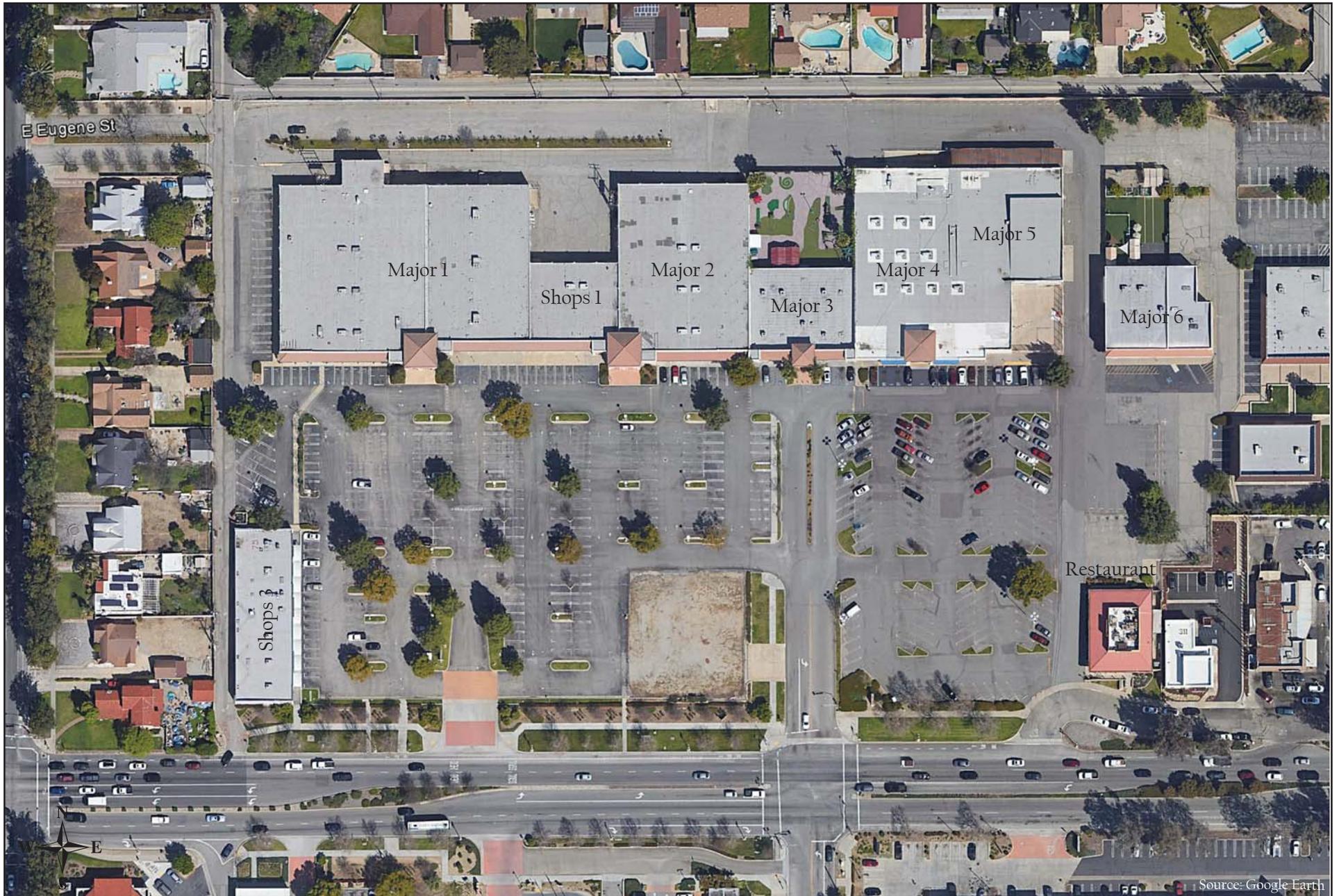
Regional Vicinity Map

Project Site

Upland Village Center Parking Demand Study



Figure 1  
Vicinity Map



Source: Google Earth



## Upland Village Center Parking Demand Study

Figure 2  
Existing Site



The project proposes to replace the Montessori Academy of Upland building and Building 5 with a new 35,015 square-foot (sf) building containing a supermarket and replace the 4,300 sf vacant building on Pad 2 with a 2,049 sf Starbucks. The total area of the proposed project is 144,212 sf. The project will be providing 629 parking spaces on site. Figure 3 illustrates the proposed site plan.

### CITY CODE PARKING REQUIREMENT

The code parking requirements for the project is based on the *City Municipal Code, Section 17.11.030, On-Site Vehicle Parking Requirements*. Table 2 summarizes the required parking based on City code.

**Table 2: Summary of City Code Parking Requirements**

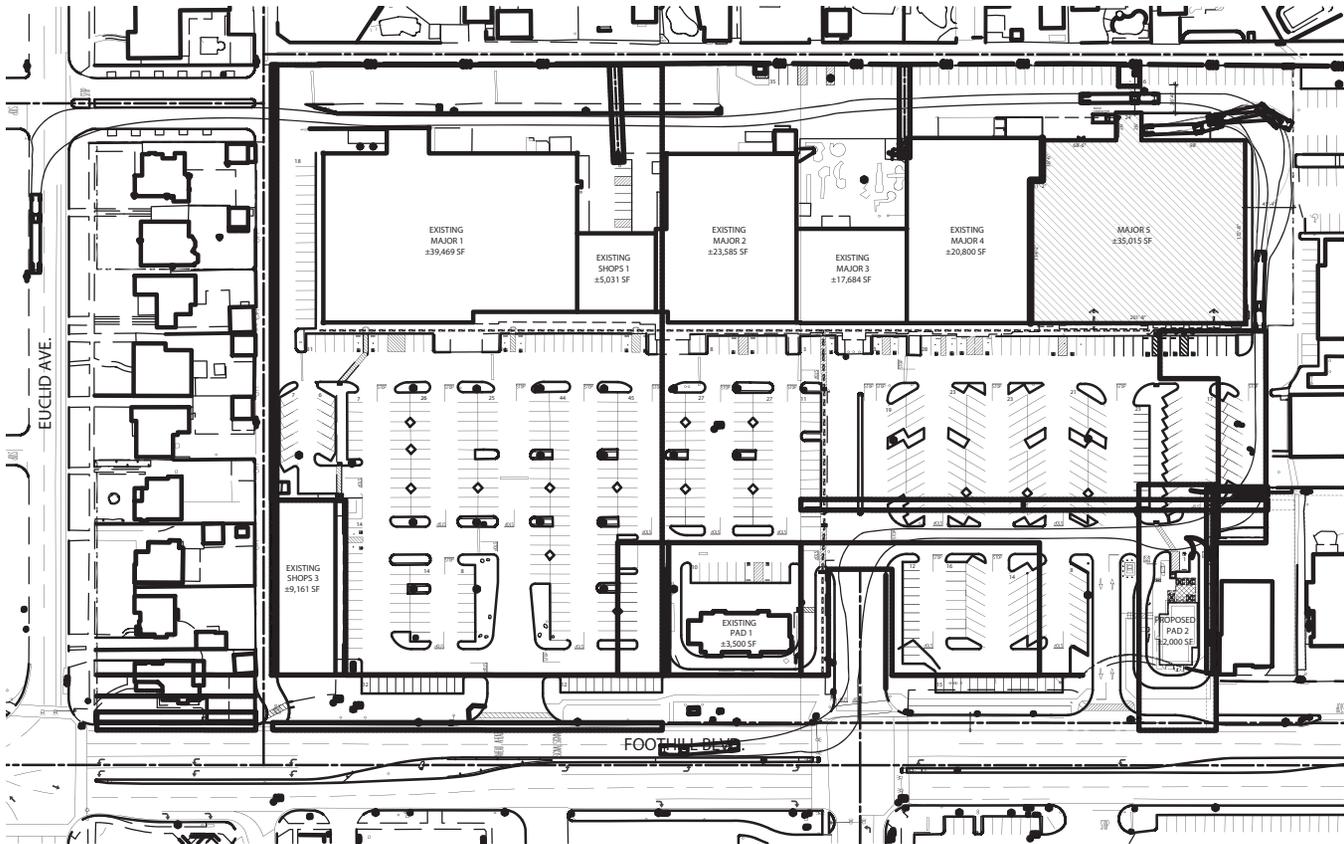
Building	Proposed Tenant <sup>1</sup>	Land Use Type	Area (sf)	Parking Code <sup>2</sup>	Parking Required
Major 1	Burlington Coat Factory	Retail, General Merchandise	39,469	1 space per 250 sf	158
Major 2	Ross Dress For Less	Retail, General Merchandise	21,324	1 space per 250 sf	86
Major 3	Laser Island	Retail, General Merchandise	8,000	1 space per 250 sf	32
Major 4	99 Cent Store	Retail, General Merchandise	20,800	1 space per 250 sf	84
Major 5	Supermarket	Supermarket	35,015	1 space per 200 sf	176
Shops 1	Aspire Salon	Personal Services	5,031	1 space per 250 sf	21
Shops 3	Mod Pizza	Take-Out Restaurant	2,598	1 space per 100 sf	26
	Chop Shop	Take-Out Restaurant	1,535	1 space per 100 sf	16
	Nail Salon	Personal Services	1,102	1 space per 250 sf	5
	71 Foothill - TBD	Retail, General Merchandise	982	1 space per 250 sf	4
	73 Foothill - TBD	Take-Out Restaurant	982	1 space per 100 sf	10
	75 Foothill - TBD	Take-Out Restaurant	1,825	1 space per 100 sf	19
Pad 1	Raising Cane's	Drive Thru Restaurant	3,500	1 space per 200 sf	18
Pad 2	Starbuck's	Drive Thru Restaurant	2,049	1 space per 200 sf	11
<b>Total Floor Area:</b>			<b>144,212</b>	<b>Total Parking Required:</b>	<b>666</b>

Notes:

TBD: To Be Determined. No contract with a tenant has been signed at this time.

1. Current tenants as of October 1, 2019.

2. Referenced from the City's Municipal Code, Section 17.11.030, On-Site Vehicle Parking Requirements.



## SITE SUMMARY

**ZONING**  
 PROPOSED USE: RETAIL  
 EXISTING ZONING: C/R-MU  
 COMMERCIAL/RESIDENTIAL MIXED-USE

APN(S): 1045-551-04, 07, 08, 09, 10, 11, 12, 14, 18, 19, 20 & 27

**SITE AREA**  
 SITE AREA - NET: ±12.3 AC ±534,163 SF  
 SITE AREA - GROSS: ±13.6 AC ±590,415 SF

**BUILDING DATA**

BUILDING AREA	PARKING RATIO	STALLS
MAJOR-1 ±39,469 SF	@ 250 SF	158 STALLS
MAJOR-2 ±23,585 SF	@ 250 SF	94 STALLS
MAJOR-3 ±17,684 SF	@ 250 SF	71 STALLS
MAJOR-4 ±20,800 SF	@ 250 SF	83 STALLS
NEW MAJOR-5 ±35,015 SF	@ 250 SF	141 STALLS
SHOPS-1 ±5,031 SF	@ 250 SF	20 STALLS
SHOPS-3 ±9,161 SF	@ 250 SF	37 STALLS
PAD 1 ±3,500 SF	@ 250 SF	14 STALLS
PAD 2 ±2,000 SF	@ 250 SF	8 STALLS
<b>TOTAL</b>		<b>626 STALLS</b>
F.A.R.	±156,245 SF / ±534,163 SF=	0.29

**PARKING DATA**

TOTAL PARKING REQUIRED:	626 STALLS
TOTAL PARKING PROVIDED:	629 STALLS
OVERALL PARKING RATIO:	4.03 / 1,000

**SITE LAYOUT DATA**

MIN. DRIVE AISLE WIDTH: 25'-0"  
 STANDARD PARKING STALL: 9'-0" x 19'-0"  
 COMPACT PARKING STALL: 8'-0" x 16'-0" (40% MAX)

**LEGEND**

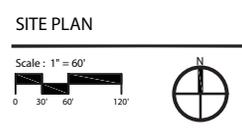
- ACCESSIBLE PATH OF TRAVEL
- [Hatched Box] PROPOSED BUILDING
- LOT LINE

### NEC EUCLID AVE & FOOTHILL BLVD UPLAND, CA

DATE: 10.01.2019  
 MCG JOB #: 19.318.01

DATE	REVISIONS

© MCG ARCHITECTS 2017. ALL RIGHTS RESERVED.  
 NOTE: This information is conceptual in nature and is subject to requirements pending further verification and Client, Tenant, and Governmental Agency approvals. No warranties or guarantees of any kind are given or implied by the Architect.



111 Pacific, Suite 200  
 Irvine, California 92618  
 ☎ 949.441.1177 ☎ 949.474.7000  
 mcgarchitects.com



## Upland Village Center Parking Demand Study

Figure 3  
 Proposed Site Plan



As shown in the table, the parking code requirements range between one space per 100 sf to one space per 250 sf, depending on the land use type. A direct application of the parking code applied to the proposed project would result in a parking requirement of 666 parking spaces, which is a shortage of 37 parking spaces.

However, based on the mixture of land use types for the proposed project, there is an opportunity to share parking spaces based on the parking demand characteristics of each land use. The following section summarizes the parking requirements for the project based on the shared parking demand approach.

### SHARED PARKING ANALYSIS

According to the *ULI Shared Parking, 2<sup>nd</sup> Edition*, shared parking is defined as a parking space that can be used to serve two or more individual land uses without conflict or encroachment. The *ULI Shared Parking* publication provides hourly parking accumulation rates for various land use types and a shared parking demand analysis was performed for the proposed project based on typical weekday and weekend rates. It should be noted that a shared parking analysis was not performed for the existing site since some of the buildings are vacant and the results from that analysis would not be applicable for the proposed project. As a result, the shared parking analysis focuses on the results of the proposed project.

#### Methodology

Shared parking calculations recognize that different uses often experience individual peak parking demands at different times throughout the day. When uses share common parking spaces, the total number of parking spaces needed to accommodate the entire site is determined by adding the parking profiles of each land use rather than individual park ratios as shown in the City's Municipal Code.

Tables 2-2 through 2-6 in the *ULI Shared Parking* publication summarize the recommended base parking ratios, monthly adjustment factors, and time-of-day factors for visitors and employees. A shared parking model was developed and applies all ratios and factors to each land use of the proposed project. The following list summarizes the key inputs required for the shared parking model:

- Base parking ratios for visitors and employees
- Hourly variations of parking demand
- Weekday versus weekend adjustment factors
- Monthly adjustment factors
- Parking rates referenced from the *City of Upland's Municipal Code, Section 17.11.030*

The total shared parking demand for the project was summarized by the time of day for both a weekday and weekend. Each respective hourly shared parking demand was compared to the provided parking to determine if there is a surplus or deficiency.



### Shared Parking Profiles

The *ULI Shared Parking* publication includes parking demand profiles for various land use categories. Upon reviewing the proposed site plan, the parking demand profiles for the retail, fast-food restaurant, family restaurant, and supermarket were utilized in the shared parking model. The community shopping center profiles were utilized for the retail uses since the area of the existing center is less than 400,000 sf. Minor adjustments to the time of day distribution were made for the supermarket use with updated values published in the *Institute of Transportation Engineers (ITE) Parking Generation Manual, 5<sup>th</sup> Edition*.

The *ULI Shared Parking* publication includes several categories for restaurants. The parking profiles for the fast-food restaurant, family restaurant, and fine/casual dining restaurant were utilized as each of these categories match the proposed tenant mix of the project. According to ULI, the fast-food restaurant profile was used for the ready-to-eat/take-out food uses. Family restaurants are typically lower priced, do not accept reservations, and offer both carryout and dine-in options. Casual dining restaurants are moderately priced and do not accept reservations and commonly serve lunch and dinner and may serve breakfast. The typical length of stay is about an hour.

### Shared Parking Demand

The shared parking model was applied to the proposed project assuming 100 percent occupancy of the site. The following list summarizes the area of the various uses for the project:

- 96,708 sf of retail
- 5,549 sf of fast-food restaurant
- 6,940 sf fine/casual dining
- 35,015 sf of supermarket

Tables 3 and 4 summarize the results on a weekday and weekend, respectively. As shown in the tables, the peak weekday parking demand is 594 parking spaces and would occur at 6:00 PM. The peak weekend parking demand is 621 parking spaces and would occur at 2:00 PM. With a parking supply of 629 spaces, there is a surplus of 35 and 8 parking spaces on a weekday and weekend, respectively.

Figures 4 and 5 illustrate the forecasted weekday and weekend hourly parking demand for the project, respectively. As shown in the figures, the parking demand on a weekday would peak at dinner (6:00 PM) and after lunch (1:00 PM). On the weekend, the parking demand would resemble a bell-shaped curve with the peak occurring at 2:00 PM.

The peak parking demand for a retail use at a shopping center typically occurs in December. To account for the monthly fluctuations in the shared parking demand analysis, the monthly adjustment factors from Table 2-3 from the *ULI Shared Parking* publication were utilized. Figure 6 illustrates the monthly estimated peak parking demand for both the weekday and weekend. As shown in the figure, the average peak parking demand between the months of January and November on the weekday and weekend ranges between 434 and 478 parking spaces, respectively and would correspond to a surplus ranging between 151 and 195 spaces on site.



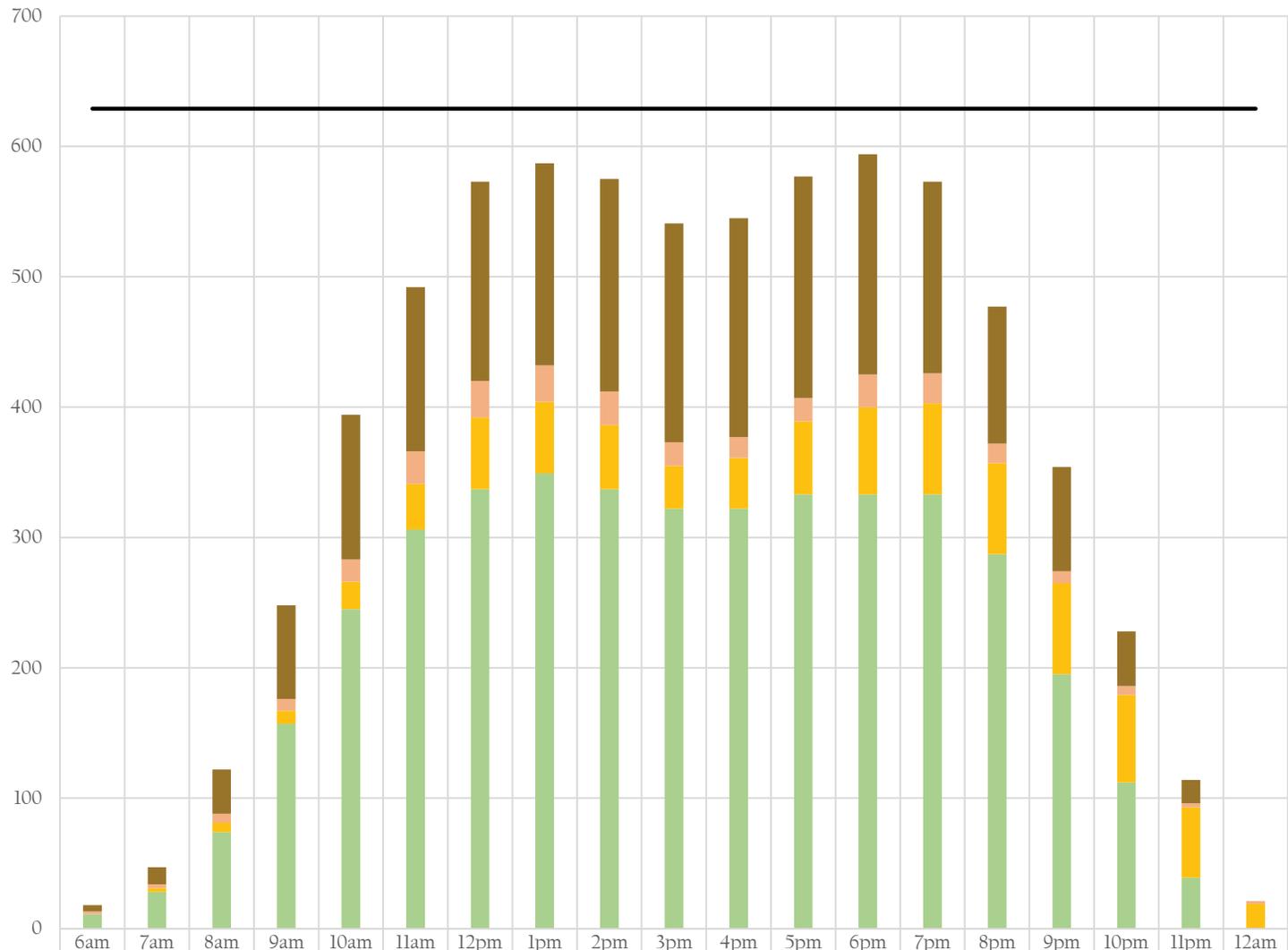
Table 3: Summary of Proposed Project Weekday Shared Parking Demand

Proposed Weekday Shared Parking Demand Summary <sup>1</sup>						
Land Use	Retail	Fine/Casual Dining	Fast-Food Restaurant	Supermarket	Total Shared Parking Demand	Provided Parking - Total Shared Parking Demand
Size <sup>2</sup>	96.708 ksf	6.940 ksf	5.549 ksf	35.015 ksf		629 spaces
Parking Rate <sup>3</sup>	4.000 /ksf	10.000 /ksf	5.000 /ksf	5.000 /ksf		Surplus / (Deficiency)
Parking Needs <sup>4</sup>	387 spaces	70 spaces	28 spaces	176 spaces		
Time of Day	# of Spaces	# of Spaces	# of Spaces	# of Spaces		
6am	11	0	2	5	18	611
7am	28	3	3	13	47	582
8am	74	7	7	34	122	507
9am	157	10	9	72	248	381
10am	245	21	17	111	394	235
11am	306	35	25	126	492	137
12pm	337	55	28	153	573	56
1pm	349	55	28	155	587	42
2pm	337	49	26	163	575	54
3pm	322	33	18	168	541	88
4pm	322	39	16	168	545	84
5pm	333	56	18	170	577	52
<b>6pm</b>	<b>333</b>	<b>67</b>	<b>25</b>	<b>169</b>	<b>594</b>	<b>35</b>
7pm	333	70	23	147	573	56
8pm	287	70	15	105	477	152
9pm	195	70	9	80	354	275
10pm	112	67	7	42	228	401
11pm	39	54	3	18	114	515
12am	0	19	2	0	21	608

Notes:

The row highlighted in green indicates the time period with the greatest shared parking demand.

1. The parking ratios and time-of-day factors utilized for the shared parking analysis were referenced from the *Urban Land Institute (ULI) Shared Parking, 2nd Edition*.
2. The square footage of the proposed buildings were provided by the Client.
3. The parking rate is based on the City's parking standards and normalized to a rate per 1,000 sf.
4. The parking spaces for each land use was calculated by multiplying the size by the parking rate.



Supermarket	5	13	34	72	111	126	153	155	163	168	168	170	169	147	105	80	42	18	0
Fast-Food Restaurant	2	3	7	9	17	25	28	28	26	18	16	18	25	23	15	9	7	3	2
Fine/Casual Dining	0	3	7	10	21	35	55	55	49	33	39	56	67	70	70	70	67	54	19
Retail	11	28	74	157	245	306	337	349	337	322	322	333	333	333	287	195	112	39	0
Proposed Parking Supply	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629



### Upland Village Center Parking Demand Study

Figure 4  
Weekday Proposed Project Shared Parking Demand



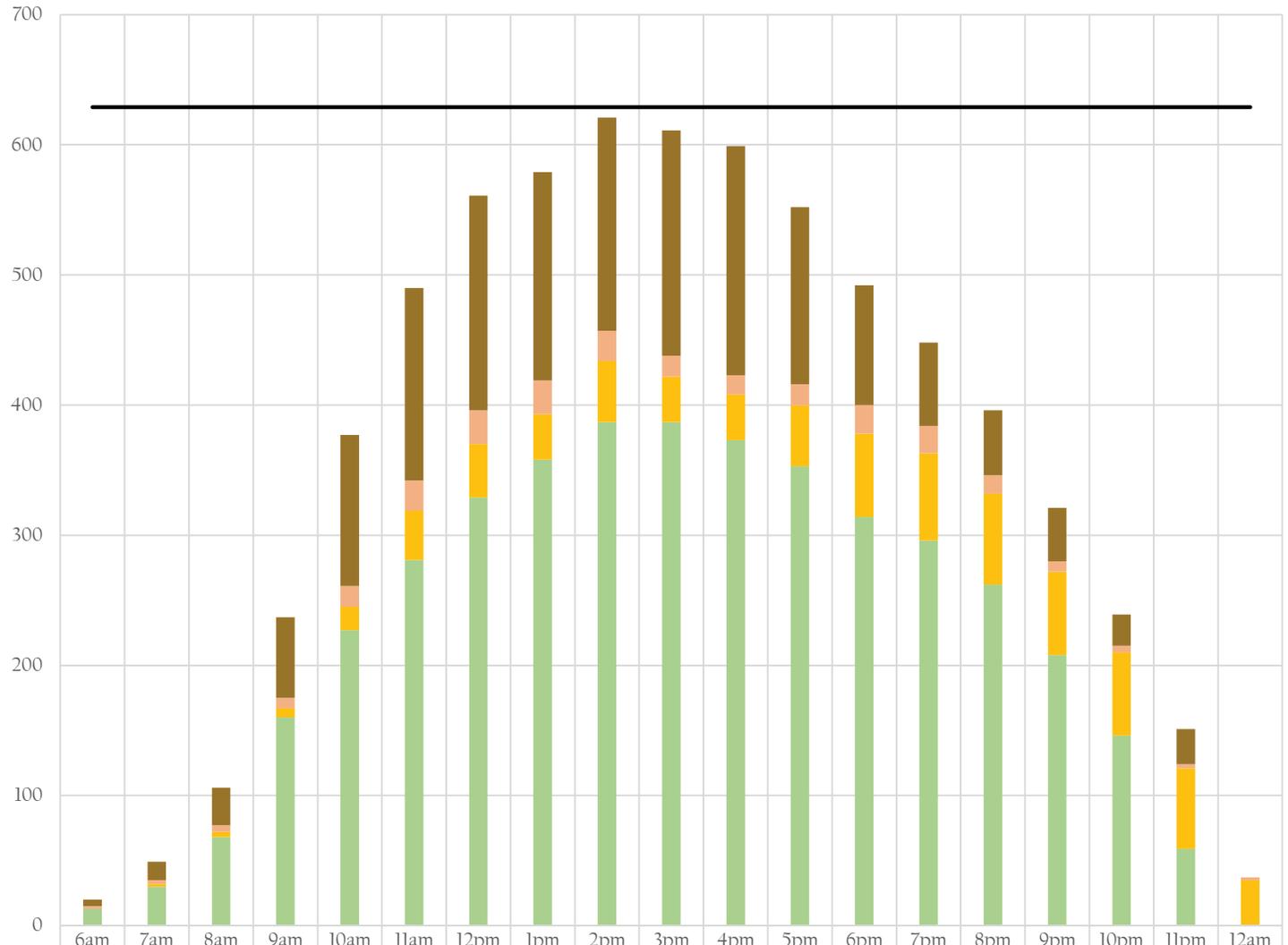
Table 4: Summary of Proposed Project Weekend Shared Parking Demand

Proposed Weekend Shared Parking Demand Summary <sup>1</sup>						
Land Use	Retail	Fine/Casual Dining	Fast-Food Restaurant	Supermarket	Total Shared Parking Demand	Provided Parking - Total Shared Parking Demand
Size <sup>2</sup>	96.708 ksf	6.940 ksf	5.549 ksf	35.015 ksf		629 spaces
Parking Rate <sup>3</sup>	4.000 /ksf	10.000 /ksf	5.000 /ksf	5.000 /ksf		
Parking Needs <sup>4</sup>	387 spaces	70 spaces	28 spaces	176 spaces		
Time of Day	# of Spaces	# of Spaces	# of Spaces	# of Spaces		Surplus / (Deficiency)
6am	13	0	2	5	20	609
7am	30	2	3	14	49	580
8am	68	4	5	29	106	523
9am	160	7	8	62	237	392
10am	227	18	16	116	377	252
11am	281	38	23	148	490	139
12pm	329	41	26	165	561	68
1pm	358	35	26	160	579	50
<b>2pm</b>	<b>387</b>	<b>47</b>	<b>23</b>	<b>164</b>	<b>621</b>	<b>8</b>
3pm	387	35	16	173	611	18
4pm	373	35	15	176	599	30
5pm	353	47	16	136	552	77
6pm	314	64	22	92	492	137
7pm	296	67	21	64	448	181
8pm	262	70	14	50	396	233
9pm	208	64	8	41	321	308
10pm	146	64	5	24	239	390
11pm	59	62	3	27	151	478
12am	0	35	2	0	37	592

Notes:

The row highlighted in green indicates the time period with the greatest shared parking demand.

1. The parking ratios and time-of-day factors utilized for the shared parking analysis were referenced from the *Urban Land Institute (ULI) Shared Parking, 2nd Edition*.
2. The square footage of the proposed buildings were provided by the Client.
3. The parking rate is based on the City's parking standards and normalized to a rate per 1,000 sf.
4. The parking spaces for each land use was calculated by multiplying the size by the parking rate.

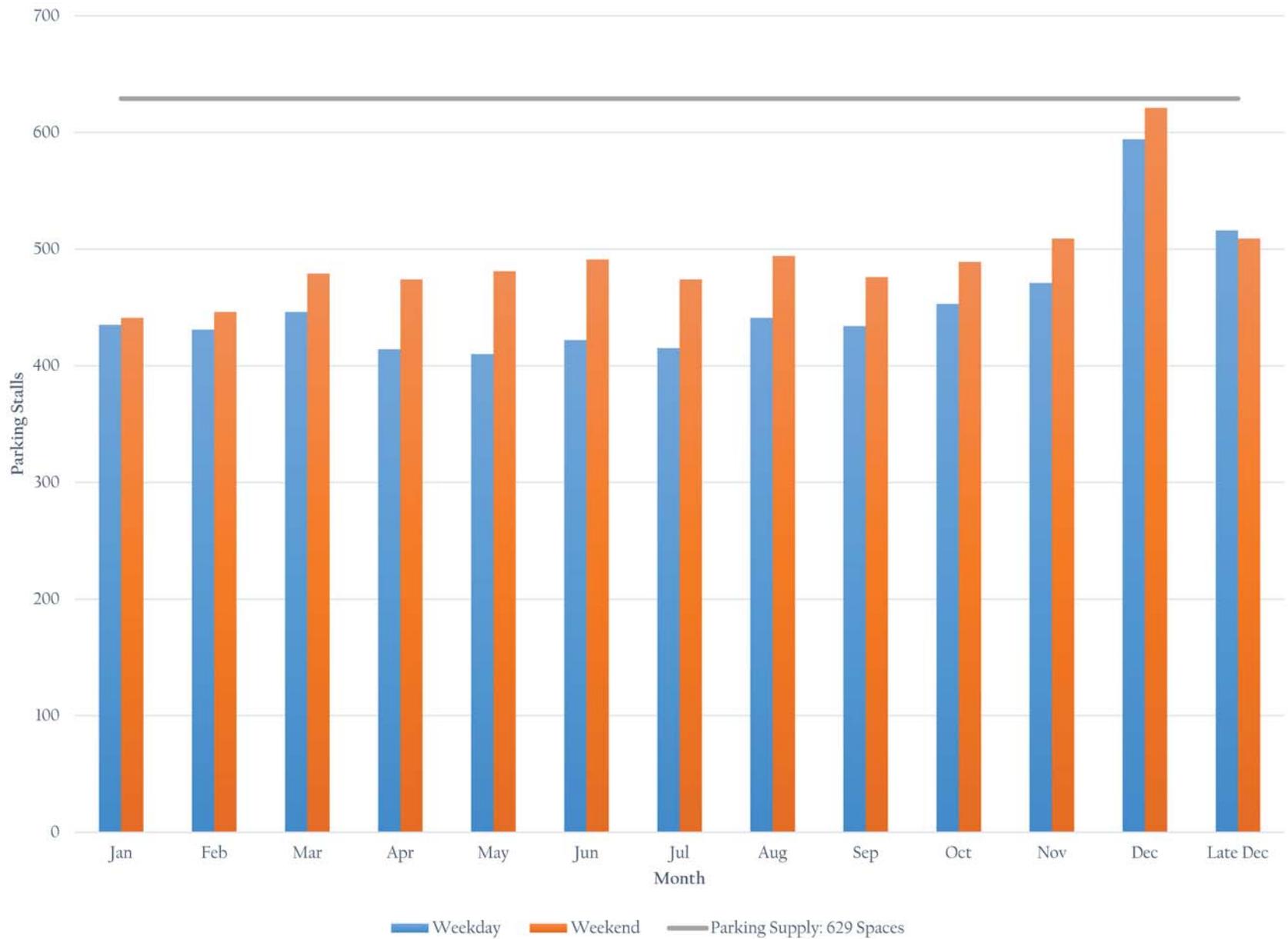


Supermarket	5	14	29	62	116	148	165	160	164	173	176	136	92	64	50	41	24	27	0
Fast-Food Restaurant	2	3	5	8	16	23	26	26	23	16	15	16	22	21	14	8	5	3	2
Fine/Casual Dining	0	2	4	7	18	38	41	35	47	35	35	47	64	67	70	64	64	62	35
Retail	13	30	68	160	227	281	329	358	387	387	373	353	314	296	262	208	146	59	0
Proposed Parking Supply	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629	629



### Upland Village Center Parking Demand Study

Figure 5  
Weekend Proposed Project Shared Parking Demand



Upland Village Center Parking Demand Study

Figure 6  
Monthly Peak Parking Demand



## PARKING MANAGEMENT STRATEGIES

Parking management strategies are needed to maximize the availability of parking for customers and employees of the Upland Village Center. As shown above, the results of the shared parking demand analysis for the project indicates that the proposed parking supply of 629 parking spaces will be adequate to accommodate the peak parking demand for both customers and employees. It should be noted that approximately 153 to 158 parking spaces will be required to accommodate the employee parking demand during the weekday and weekend peak hours.

The following list provides some strategies for allocating parking spaces on site:

- Employees should be assigned parking spaces in less desirable areas on site to free up parking spaces for customers. Approximately two-thirds of the peak employee parking can be accommodated in the parking stalls on the north end and on the west side of Major 1 and east side of Major 6. The other employee parking spaces can be designated in areas with the furthest walking distance to the stores.
- Several short-term parking spaces for retail uses and/or food uses (take-out, Uber Eats, etc.) should be identified and designated with a sign.



## FINDINGS AND CONCLUSIONS

The following list provides a summary of the key findings for the project.

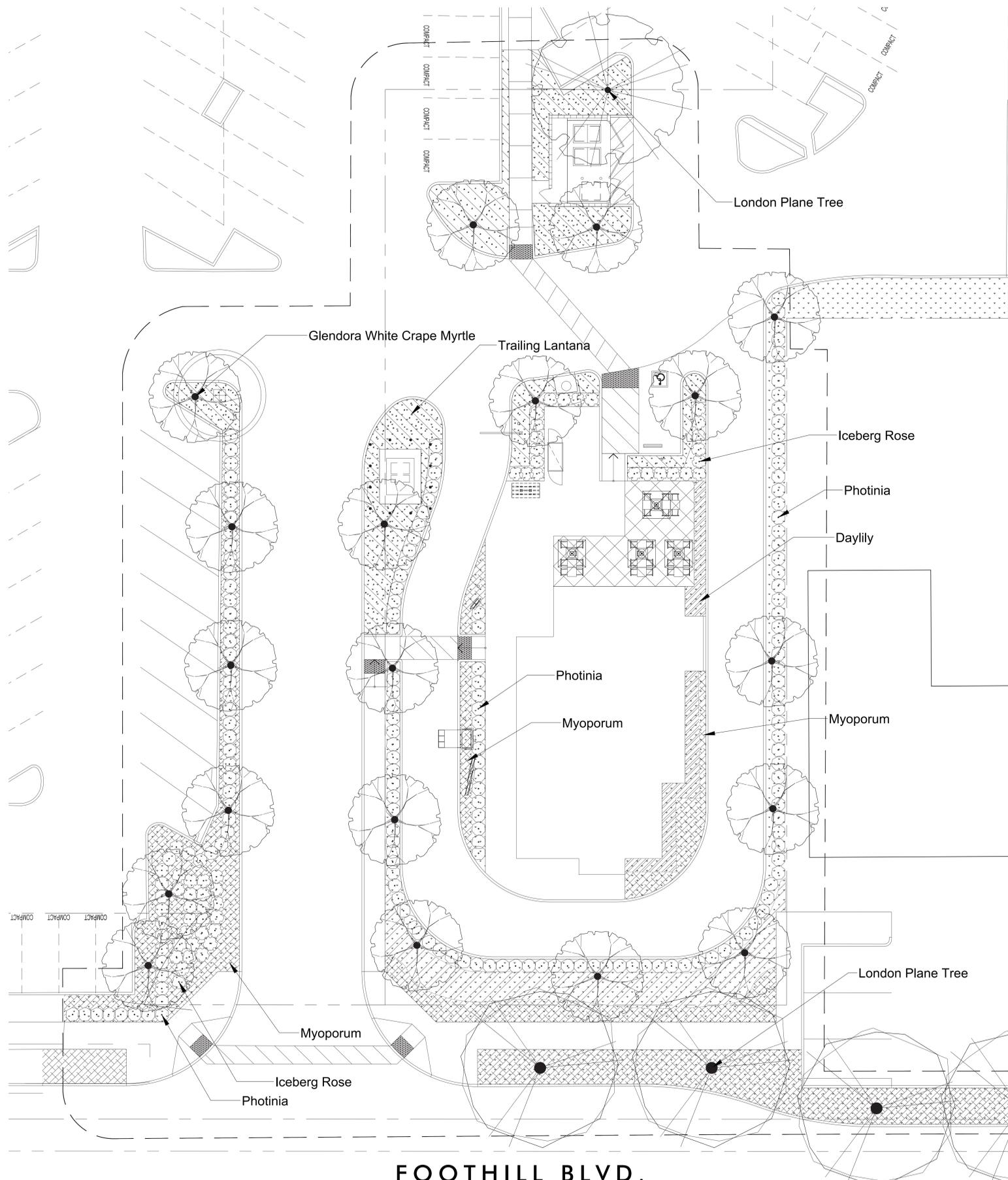
- The buildout of the project totals 144,212 sf and includes 96,708 sf of retail uses, 5,549 sf of fast-food restaurant, 6,940 sf of fine/casual dining, and 35,015 sf supermarket. The project will provide 629 parking spaces on-site.
- Direct application of the City's parking code to the project results in a total parking requirement of 666 parking spaces, which results in a shortage of 37 parking spaces.
- The shared parking analysis conducted for the project results in a surplus of 35 and 8 parking spaces on a weekday and weekend, respectively.
- The peak parking demand between the months of January and November would result in a surplus ranging between 151 and 195 spaces on-site.
- Approximately 153 to 158 parking spaces will be required for employees. Approximately two-thirds of the peak employee parking demand can be accommodated in the parking stalls on the north end, west side of Major 1, and east side of Major 6. All other employee parking spaces can be designated in areas with the furthest walking distance to stores.

Appendix A: Shared Parking Demand Worksheets

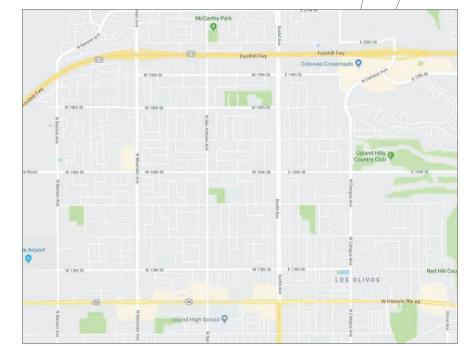
# Appendix A

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## Shared Parking Demand Worksheets



NEC EUCLID AVE & FOOTHILL BLVD.  
UPLAND, CA



VICINITY MAP  
NOT TO SCALE



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	HEIGHT & SPREAD @ PLANTING	HYDROZONE	QTY
	Lagerstroemia indica 'Glendora White' / Glendora White Crape Myrtle	24" Box Standard	1.25" Cal	7'-8" x 3'-4"	M	19
	Platanus x acerifolia 'Bloodgood' / London Plane Tree	24" Box	1.5" Cal	7'-8" Height x 2'-3" Spread	M	1
	Platanus x acerifolia 'Bloodgood' / London Plane Tree Parkway Tree	24" Box	1.5" Cal	7'-8" Height x 2'-3" Spread	M	5
TREES TO BE REMOVED	BOTANICAL / COMMON NAME	CONT				QTY
	Jacaranda mimosifolia / Jacaranda	Existing to be Removed				1
SHRUBS	BOTANICAL / COMMON NAME	CONT				QTY
	Photinia x fraseri / Photinia	5 gal				182
	Rosa floribunda 'Iceberg' / Iceberg Rose	5 gal				48
SHRUB AREAS	BOTANICAL / COMMON NAME	CONT	SPACING			QTY
	Hemerocallis x 'Yellow' / Daylily	1 Gal	18" o.c.			955 sf
	Lantana montevidensis 'White Lightnin' / Trailing Lantana	1 Gal	24" o.c.			1,400 sf
GROUND COVERS	BOTANICAL / COMMON NAME	CONT				QTY
	Myoporum parvifolium 'Prostratum' / Myoporum	Flats				2,840 sf

CONCEPT LANDSCAPE NOTES

Installer shall have soils tested by a qualified agronomy laboratory. Materials and mixing of soil amendments, fertilizers, and back fill for planting pits shall be in accordance with recommendations of the soils agronomy report.

Place Deep Root Barrier at new trees that are within 5' of Curbs or paving unless noted otherwise on the plans. Deep Root model UB 24-2.

All planting areas to be top dressed with 2" (inch) min. layer of mulch Agromin ES-2 or equal. Agromin (800)247-6646

Landscape design has zero (0) square feet of turf of new turf within the property

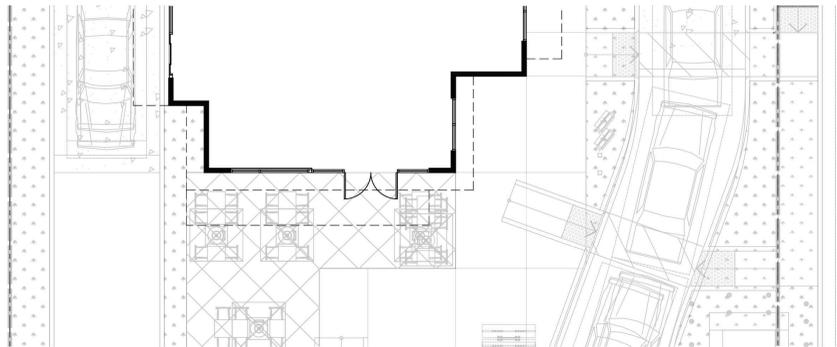
All landscape areas shall be irrigated with low volume drip with an ET based controller and rain switch.



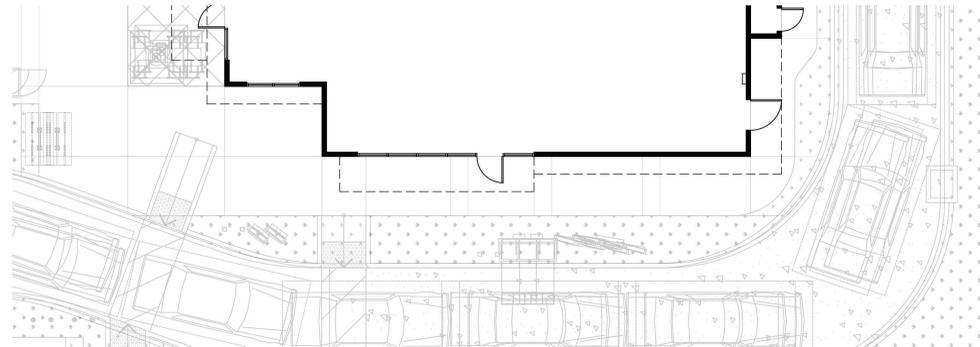
**LANDSCAPE PLAN**  
SCALE: 1" = 10'-0"

GRAPHIC SCALE  
0 5' 10' 20' 30'  
1 inch = 10' feet

#	Description	Date
1	1ST SUBMITTAL	07.21.2019
2		
3	RE-SUBMITTAL	10.03.2019

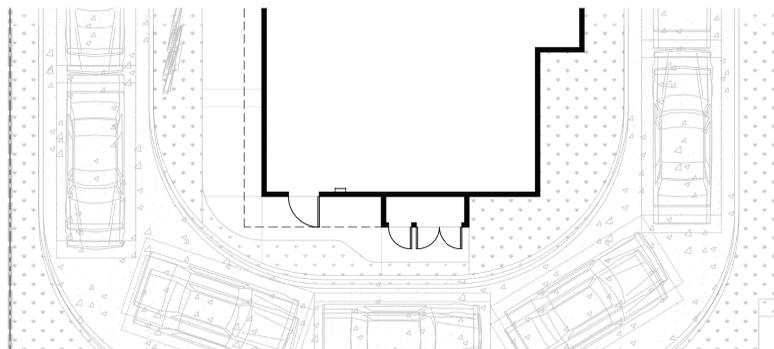


1 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

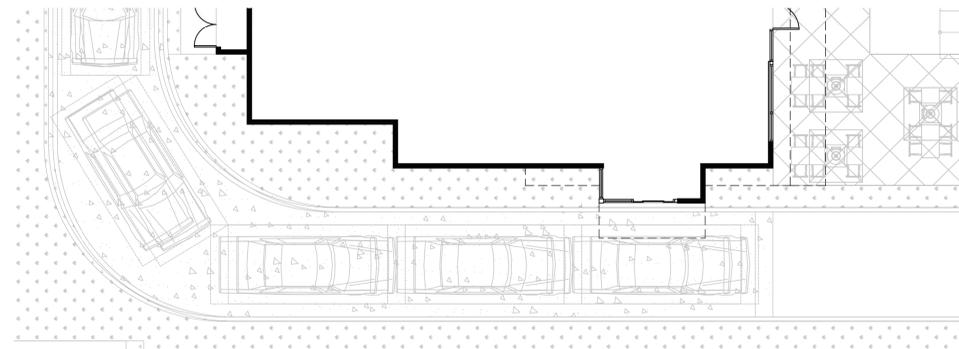


2 WEST ELEVATION  
SCALE: 1/8" = 1'-0"

FINISH KEYNOTES	
1	STUCCO FINISH: SMOOTH STEEL TROWEL BY: LA HABRA STUCCO
2A	STOREFRONT & STOREFRONT GLASS COLOR: DARK BRONZE, BY: ARCADIA GLASS: 1" CLEAR FLOAT GLASS, BY: PPG
2B	DRIVE THROUGH WINDOW BY TENANT
3	CORNICE
4	METAL TIE RODS
5	STONE VENEER COLOR: FROLEDGE-CHABLIS BY: CORONADO STONE
9	METAL CANOPY FINISH: PAINTED STEEL FRAME BY: GENERAL CONTRACTOR
14	WALL SCANCE MODEL: ELEVATION, WS-W5216-BZ (LED) COLOR: BRONZE BY: MODERN FORMS
PAINT COLORS	
A	PAINT COLOR: DEW 385 LIGHTHOUSE BY: DUNN EDWARDS
B	PAINT COLOR: DEA 158 NORTHERN TERRITORY BY: DUNN EDWARDS



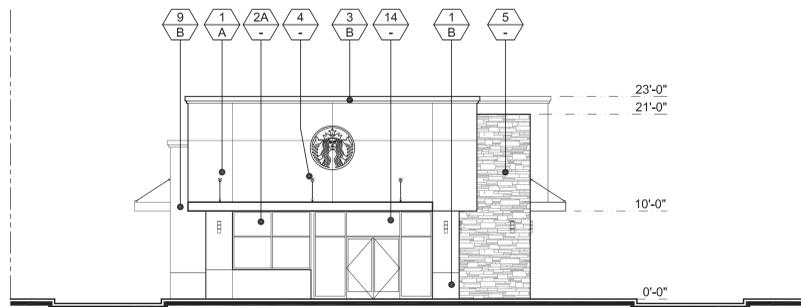
3 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



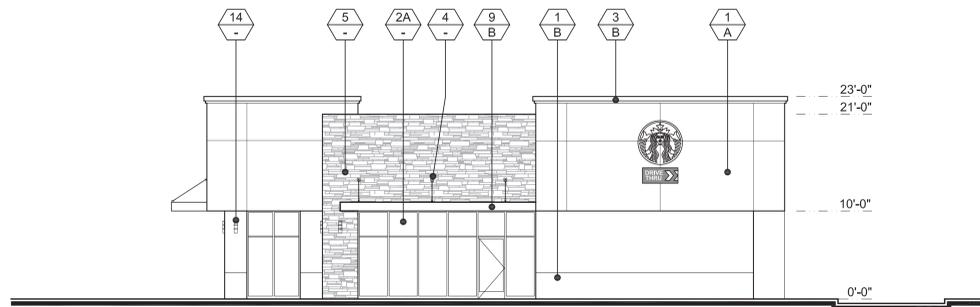
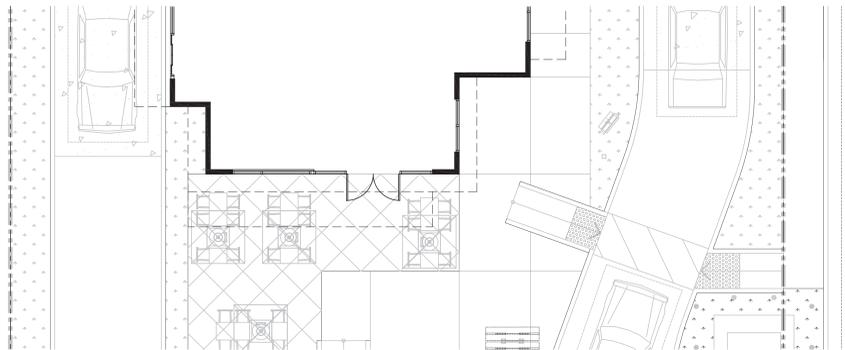
4 EAST ELEVATION  
SCALE: 1/8" = 1'-0"

CONCEPTUAL SUBJECT TO CHANGE

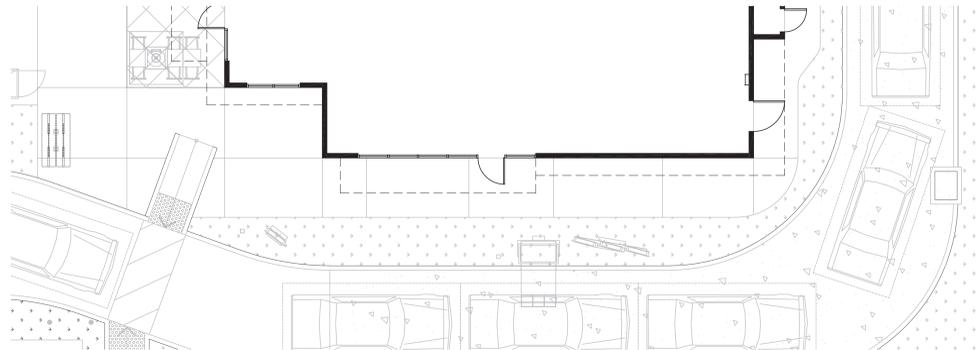
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2	REVISION	09.29.2019
3	RE-SUBMITTAL	10.03.2019



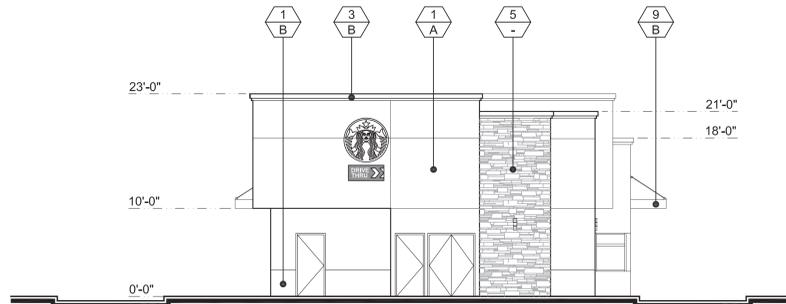
① NORTH ELEVATION  
SCALE: 1/8" = 1'-0"



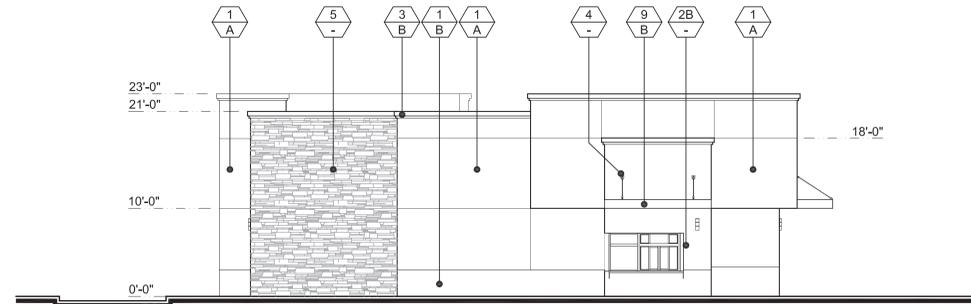
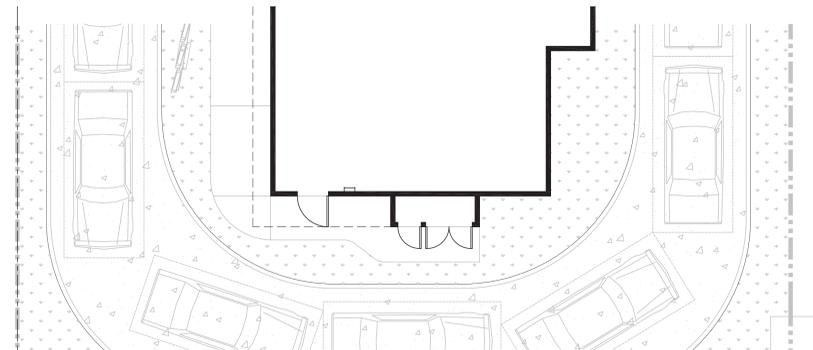
② WEST ELEVATION  
SCALE: 1/8" = 1'-0"



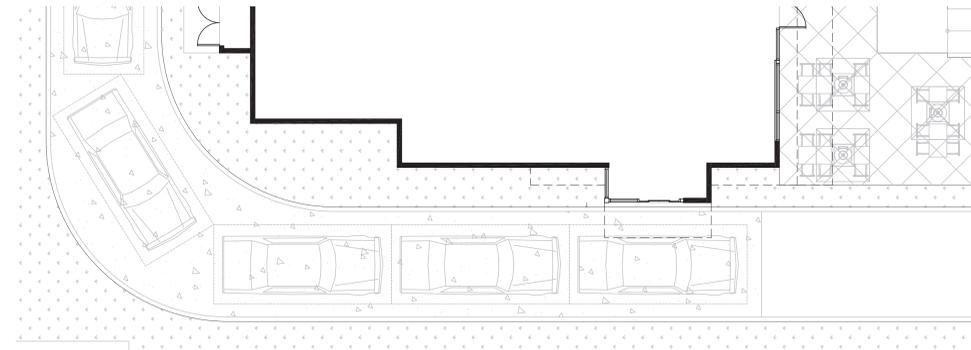
FINISH KEYNOTES	
1	STUCCO FINISH: SMOOTH STEEL TROWEL BY: LA HABRA STUCCO
2A	STOREFRONT & STOREFRONT GLASS COLOR: DARK BRONZE, BY ARCADIA GLASS: 1" CLEAR FLOAT GLASS, BY PPG
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4	METAL TIE RODS
5	STONE VENEER COLOR: PROLEDGE-CHABLIS BY: CORONADO STONE
9	METAL CANOPY FINISH: PAINTED STEEL FRAME BY: GENERAL CONTRACTOR
14	WALL SCONCE MODEL: ELEVATION, WS-W5216-BZ (LED) COLOR: BRONZE BY: MODERN FORMS
PAINT COLORS	
A	PAINT COLOR: DEW 385 LIGHTHOUSE BY: DUNN EDWARDS
B	PAINT COLOR: DEA 158 NORTHERN TERRITORY BY: DUNN EDWARDS



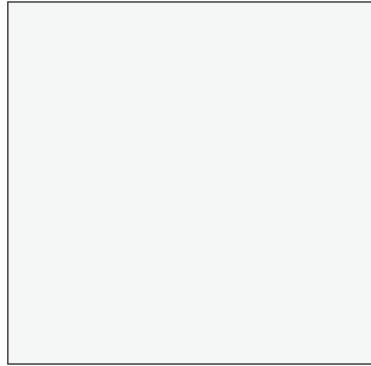
③ SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



④ EAST ELEVATION  
SCALE: 1/8" = 1'-0"



CONCEPTUAL SUBJECT TO CHANGE



**A** PAINT: DEW 385 LIGHTHOUSE  
BY: DUNN EDWARDS



**1** STUCCO  
FINISH: SMOOTH STEEL TROWEL  
BY: LA HABRA STUCCO



**2A** STOREFRONT & STOREFRONT GLASS  
COLOR: DARK BRONZE, BY ARCADIA  
GLASS: 1" CLEAR FLOAT GLASS, BY PPG



**3** CORNICE



**B** PAINT: DEA 158 NORTHERN TERRITORY  
BY: DUNN EDWARDS



**5** STONE VENEER  
COLOR: PROLEDGE-CHABLIS  
BY: CORONADO STONE

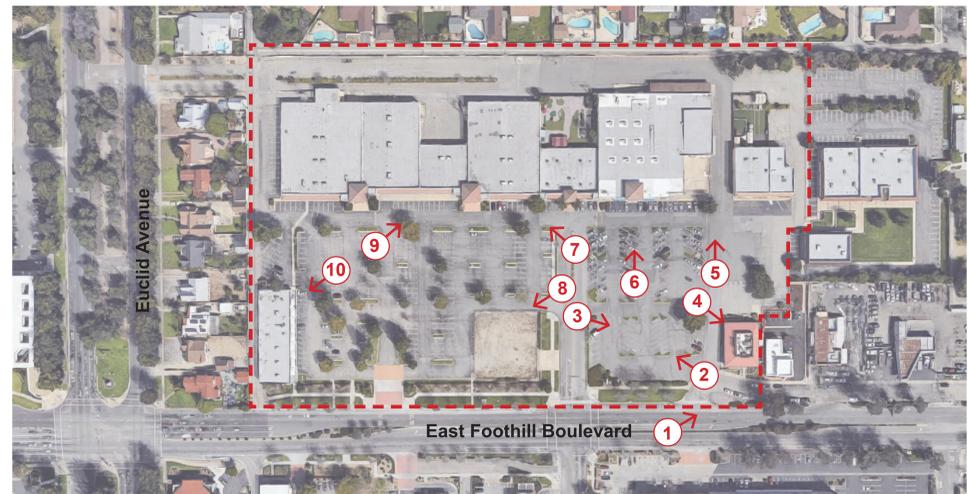


**9** METAL CANOPY  
FINISH: PAINTED STEEL FRAME  
BY: GENERAL CONTRACTOR



**14** WALL SCONCE  
MODEL: ELEVATION, WS-W5216-BZ (LED)  
COLOR: BRONZE  
BY: MODERN FORMS

CONCEPTUAL SUBJECT TO CHANGE



**KEYMAP**



# Technical Memorandum

To: Matthew Bush, Wood Investments  
 From: Marc Mizuta, Mizuta Traffic Consulting  
 Date: October 15, 2019  
 Re: Upland Village Starbucks Traffic Summary

The following memorandum summarizes the projected traffic volumes and operations for the proposed Starbucks that will replace the former Sizzlin restaurant in the Upland Village Center. The project will be primarily served by two project driveways. The main driveway located at N 2<sup>nd</sup> Avenue & E Foothill Boulevard will be a full access driveway and is signalized. The other driveway, which is located to the east of N 2<sup>nd</sup> Avenue and close to the proposed Starbucks, will be restricted to right-in, right-out movements only due to the raised median along E Foothill Boulevard.

Existing traffic volumes at the N 2<sup>nd</sup> Avenue & E Foothill Boulevard intersection were collected on October 8, 2019. The *ITE Trip Generation Manual* was referenced to estimate the traffic generated by the project. Table 1 summarizes the weekday trip generation rates and calculations.

**Table 1: Project Trip Generation**

TRIP GENERATION RATES <sup>1</sup>									
Land Use	ITE Code	Weekday Daily	AM PEAK			PM PEAK			
			Rate	In:Out Ratio		Rate	In:Out Ratio		
Coffee/Donut Shop w/Drive-Through Window	937	820.38 trips / ksf	88.99	0.51 : 0.49		43.38	0.50 : 0.50		
TRIP GENERATION CALCULATIONS									
Land Use	Amount	ADT	AM PEAK			PM PEAK			
			In	Out	Total	In	Out	Total	
<b>Proposed Use</b>									
Starbucks w/Drive-Through Window	2.049 ksf	1,681	94	89	183	45	44	89	
<i>Less Pass-by Trips (50%)<sup>2</sup></i>			-841	-47	-45	-92	-23	-22	-45
<b>Net New Traffic</b>			<b>840</b>	<b>47</b>	<b>44</b>	<b>91</b>	<b>22</b>	<b>22</b>	<b>44</b>

Notes:

1. The trip rates for the project's land use are based on the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition*.
2. The passby trip rate is based on the average rate for the Fast-Food Restaurant w/Drive-Through Window (Land Use Code 937) published in the *ITE Trip Generation Handbook, 3rd Edition*.

As shown in the table, the project is forecasted to generate a total of 1,681 daily trips with 183 AM peak-hour trips and 89 PM peak-hour trips at the project driveways. After applying the passby trip credits, the project is forecasted to generate a net total of 840 daily trips with 91 AM peak-hour trips and 44 PM peak-hour trips.



The project trips were distributed and assigned to the two project driveways based on existing travel patterns in the study area and on the layout of the site.

Table 2 displays the LOS analysis results for the study area intersections and project driveways under Existing Conditions with and without the project.

**Table 2: Peak-Hour Intersection LOS Summary**

#	Intersection	Traffic Control	Peak Hour	Existing Conditions		Existing Plus Proj	
				Delay <sup>1</sup>	LOS <sup>2</sup>	Delay <sup>1</sup>	LOS <sup>2</sup>
1	N 2nd Avenue & E Foothill Blvd	Signal	AM	10.6	B	13.0	B
			PM	15.3	B	16.7	B
2	Proj Dwy & E Foothill Blvd	OWSC	AM	DNE		16.9	C
			PM			14.5	B

Notes:

DNE: Does not exist

Signal: Traffic Signal, OWSC: One-Way Stop Control

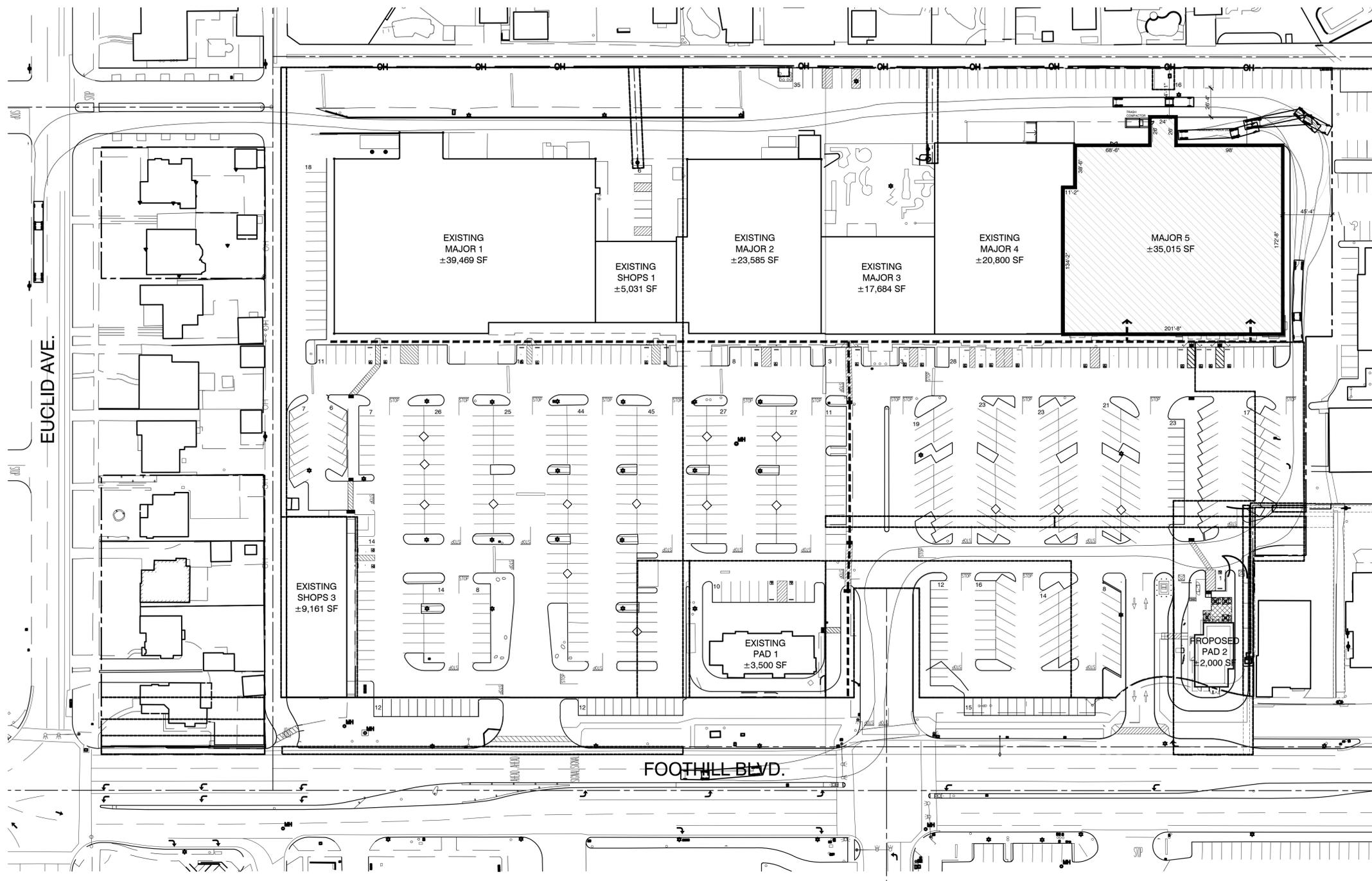
1. Delays are reported as the average control delay for the entire intersection at signalized intersections and the worst movement at unsignalized intersections.

2. LOS calculations are based on the methodology outlined in the *Highway Capacity Manual 6th Edition (HCM6)* and performed using Synchro 10.

As shown in the table, both project driveways would operate at an acceptable LOS C or better during both peak periods.

**Attachments:**

- Site Plan
- Traffic Volume Figures
- Synchro LOS Worksheets



# SITE SUMMARY

## ZONING

PROPOSED USE: RETAIL  
 EXISTING ZONING: C/R-MU  
 COMMERCIAL/RESIDENTIAL  
 MIXED-USE

APN(S): 1045-551-04, 07, 08, 09, 10, 11, 12, 14, 18, 19, 20 & 27

## SITE AREA

SITE AREA - NET: ±12.3 AC ±534,163 SF  
 SITE AREA - GROSS: ±13.6 AC ±590,415 SF

## BUILDING DATA

BUILDING AREA	PARKING RATIO
MAJOR-1 ±39,469 SF	@ 250 SF 158 STALLS
MAJOR-2 ±23,585 SF	@ 250 SF 94 STALLS
MAJOR-3 ±17,684 SF	@ 250 SF 71 STALLS
MAJOR-4 ±20,800 SF	@ 250 SF 83 STALLS
NEW MAJOR-5 ±35,015 SF	@ 250 SF 141 STALLS
SHOPS-1 ±5,031 SF	@ 250 SF 20 STALLS
SHOPS-3 ±9,161 SF	@ 250 SF 37 STALLS
PAD 1 ±3,500 SF	@ 250 SF 14 STALLS
PAD 2 ±2,000 SF	@ 250 SF 8 STALLS
<b>TOTAL</b> ±156,245 SF	<b>626 STALLS</b>
F.A.R. ±156,245 SF / ±534,163 SF=	0.29

## PARKING DATA

TOTAL PARKING REQUIRED: 626 STALLS  
 TOTAL PARKING PROVIDED: 629 STALLS  
 OVERALL PARKING RATIO: 4.03 / 1,000

## SITE LAYOUT DATA

MIN. DRIVE AISLE WIDTH: 25'-0"  
 STANDARD PARKING STALL: 9'-0" x 19'-0"  
 COMPACT PARKING STALL: 8'-0" x 16'-0" (40% MAX.)

## LEGEND

-  ACCESSIBLE PATH OF TRAVEL
-  PROPOSED BUILDING
-  LOT LINE

# NEC EUCLID AVE & FOOTHILL BLVD UPLAND, CA

DATE: 10.01.2019  
 MCG JOB #: 19.318.01

DATE	REVISIONS

## SITE PLAN

Scale: 1" = 60'  




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 NOTE: This information is conceptual in nature and is subject to adjustments pending further verification and Client, Tenant, and Governmental Agency approvals. No warranties or guarantees of any kind are given or implied by the Architect.

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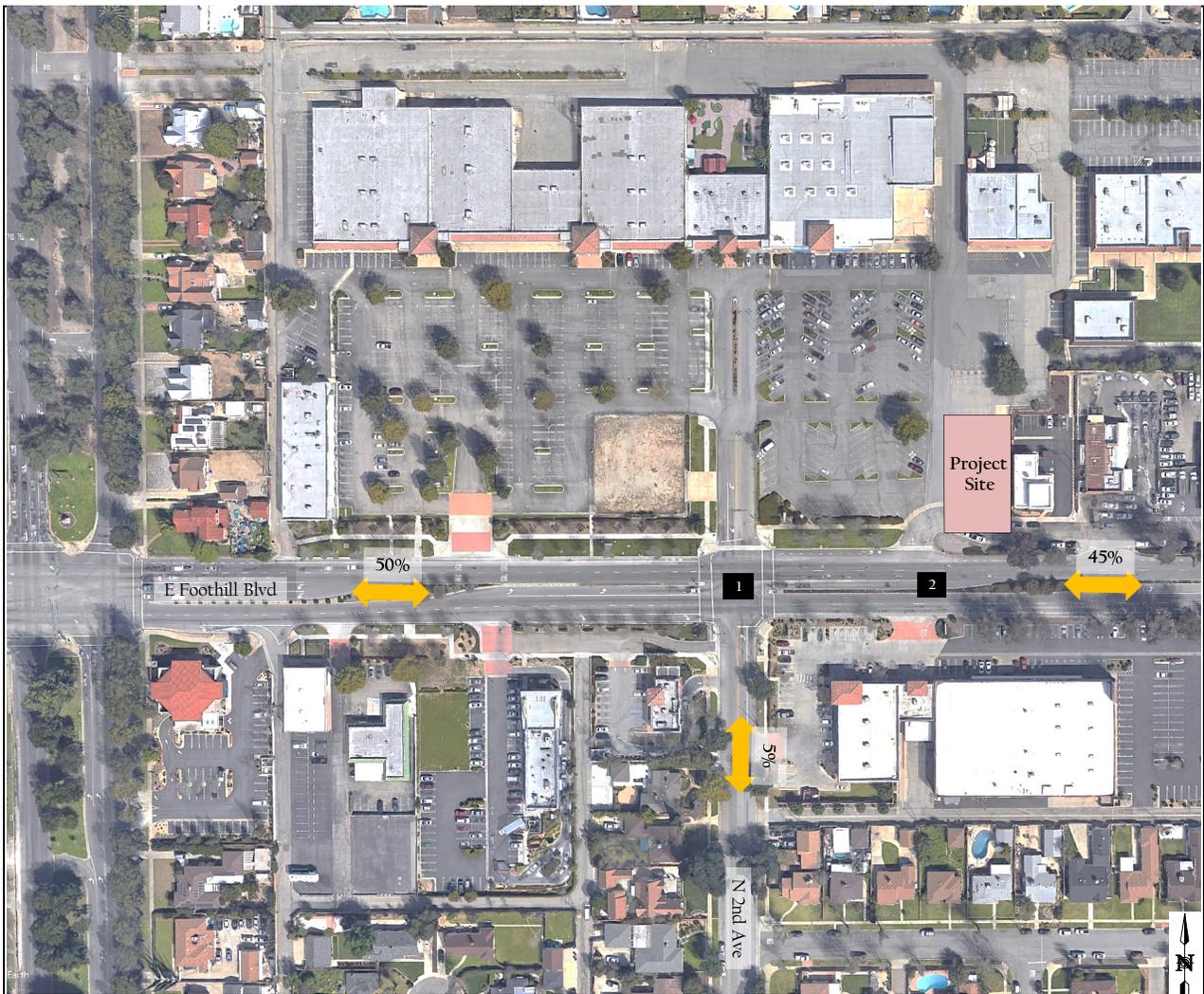
xx / yy - AM / PM Peak-Hour Turning Movement Volumes  
 The naming convention for intersections is North / South & East / West

N 2nd Ave & E Foothill Blvd		Proj Dwy & E Foothill Blvd									
<table border="1"> <tr> <td style="text-align: center;">8 / 71 ↖</td> <td style="text-align: center;">4 / 51 ↔</td> <td style="text-align: center;">6 / 93 ↗</td> </tr> <tr> <td style="text-align: center;">↖</td> <td style="text-align: center;">↔</td> <td style="text-align: center;">↗</td> </tr> </table>	8 / 71 ↖	4 / 51 ↔	6 / 93 ↗	↖	↔	↗	<table border="1"> <tr> <td style="text-align: center;">30 / 71 ↖</td> <td style="text-align: center;">1213 / 947 ↑</td> <td style="text-align: center;">73 / 64 ↗</td> </tr> </table>	30 / 71 ↖	1213 / 947 ↑	73 / 64 ↗	Intersection does not exist
8 / 71 ↖	4 / 51 ↔	6 / 93 ↗									
↖	↔	↗									
30 / 71 ↖	1213 / 947 ↑	73 / 64 ↗									
<table border="1"> <tr> <td style="text-align: center;">55 / 131 ↖</td> <td style="text-align: center;">768 / 1300 ↑</td> <td style="text-align: center;">73 / 86 ↗</td> </tr> <tr> <td style="text-align: center;">↖</td> <td style="text-align: center;">↔</td> <td style="text-align: center;">↗</td> </tr> </table>	55 / 131 ↖	768 / 1300 ↑	73 / 86 ↗	↖	↔	↗	<table border="1"> <tr> <td style="text-align: center;">33 / 40 ↖</td> <td style="text-align: center;">19 / 44 ↑</td> <td style="text-align: center;">35 / 59 ↗</td> </tr> </table>	33 / 40 ↖	19 / 44 ↑	35 / 59 ↗	
55 / 131 ↖	768 / 1300 ↑	73 / 86 ↗									
↖	↔	↗									
33 / 40 ↖	19 / 44 ↑	35 / 59 ↗									



Upland Village Starbucks  
 Existing Conditions Traffic Volumes

Figure 1



xx% / (yy%) = Enter % / (Exit %)

xx% Trip Distribution Percentage

The naming convention for intersections is North / South & East / West

N 2nd Ave & E Foothill Blvd		Proj Dwy & E Foothill Blvd	
0% / (2.5%) ↙	0% / (5%) ↓	0% / (2.5%) ↙	45% / (0%) ↘
0% / (4.5%) ↘	0% / (25%) ←	0% / (45%) →	
50% / (0%) ↙	5% / (0%) ↑		



Upland Village Starbucks  
Project Trip Distribution

Figure 2



xx / yy - AM / PM Peak-Hour Turning Movement Volumes  
 The naming convention for intersections is North / South & East / West

N 2nd Ave & E Foothill Blvd		Proj Dwy & E Foothill Blvd	



Upland Village Starbucks  
 Project Trip Assignment

Figure 3



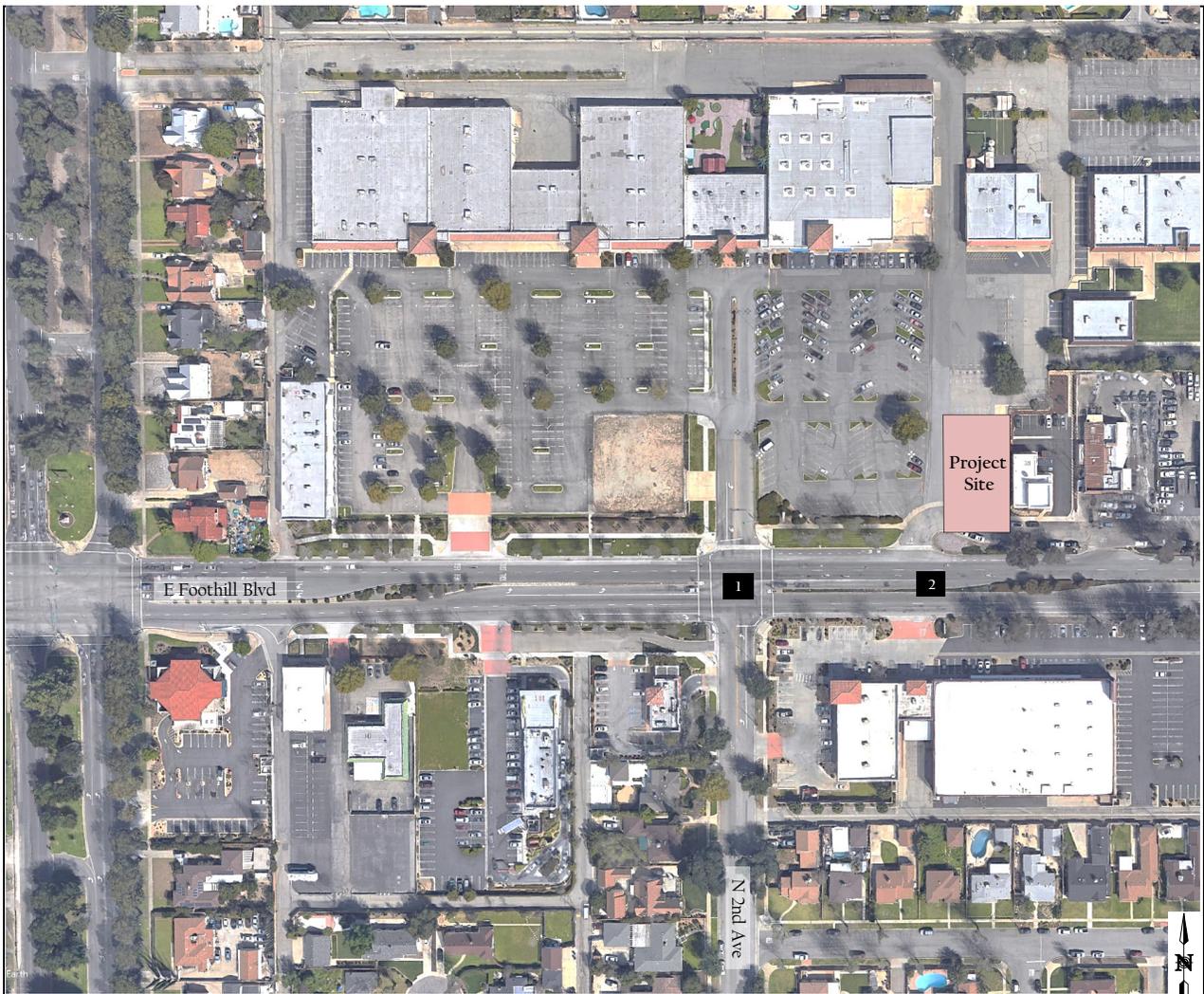
xx / yy - AM / PM Peak-Hour Turning Movement Volumes  
 The naming convention for intersections is North / South & East / West

N 2nd Ave & E Foothill Blvd		Proj Dwy & E Foothill Blvd	
11 / 5 ↙ ↘ 23 / 11 ↖ ↗ 13 / 6 ↑ <b>1</b>	23 / 11 ↙ ↘ -23 / -11 ↖ ↗ <b>2</b>	9 / 6 ↙ ↘ 24 / 12 ↖ ↗ -24 / -12 ↑ <b>2</b>	



Upland Village Starbucks  
 Passby Project Trip Assignment

Figure 4



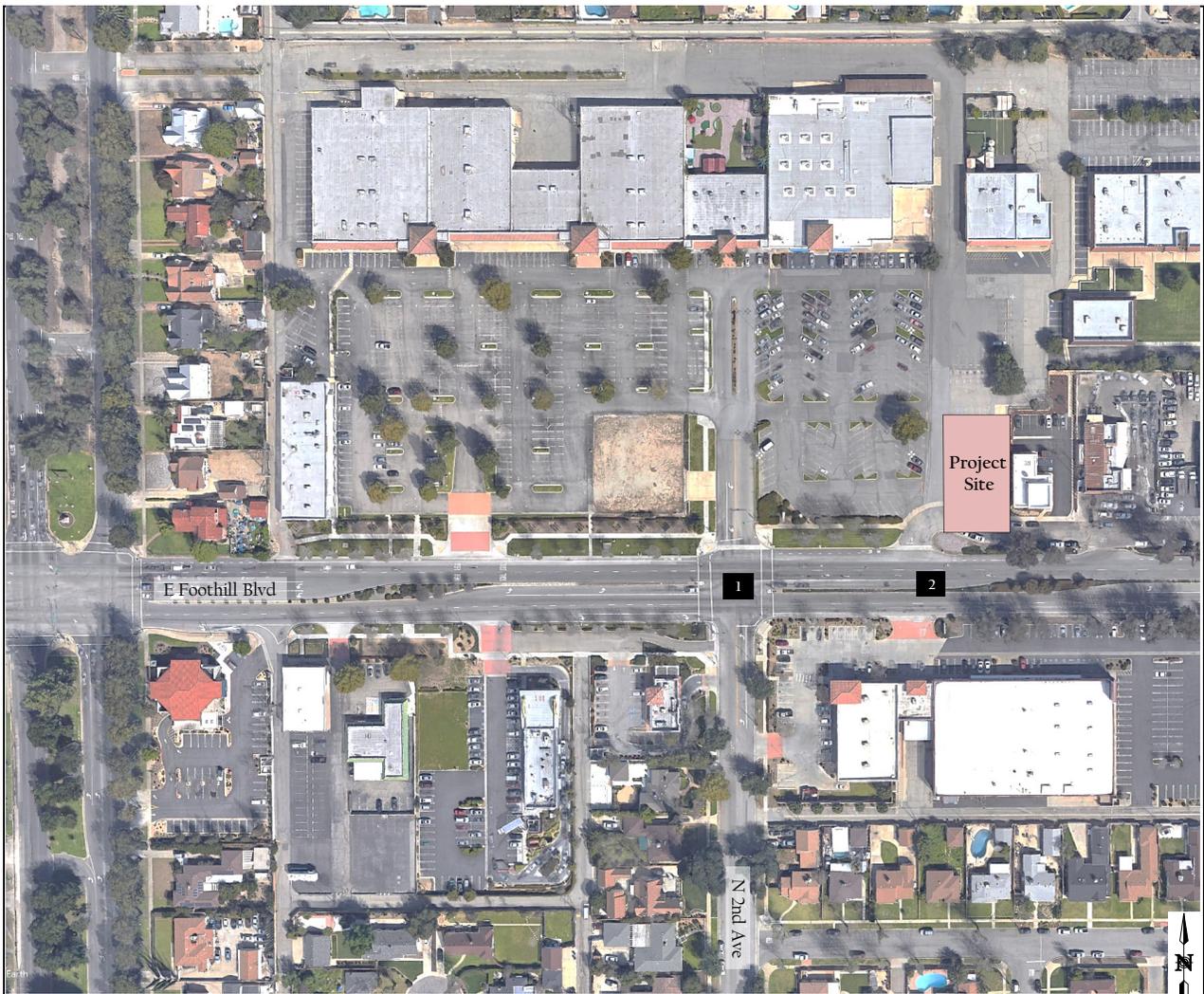
xx / yy = AM / PM Peak-Hour Turning Movement Volumes  
 The naming convention for intersections is North / South & East / West

N 2nd Ave & E Foothill Blvd		Proj Dwy & E Foothill Blvd	
22 / 11 ↙ ↘ 2 / 1 ← → 43 / 21 ↖ ↗ ↑ -2 / 0 1	47 / 22 ↙ ↘ -23 / -11 ↓ ↑ 2 / 1 → ←	22 / 12 ↙ ↘ 45 / 22 ↖ ↗ -24 / -12 ↓ ↑ 2	20 / 10 → ←



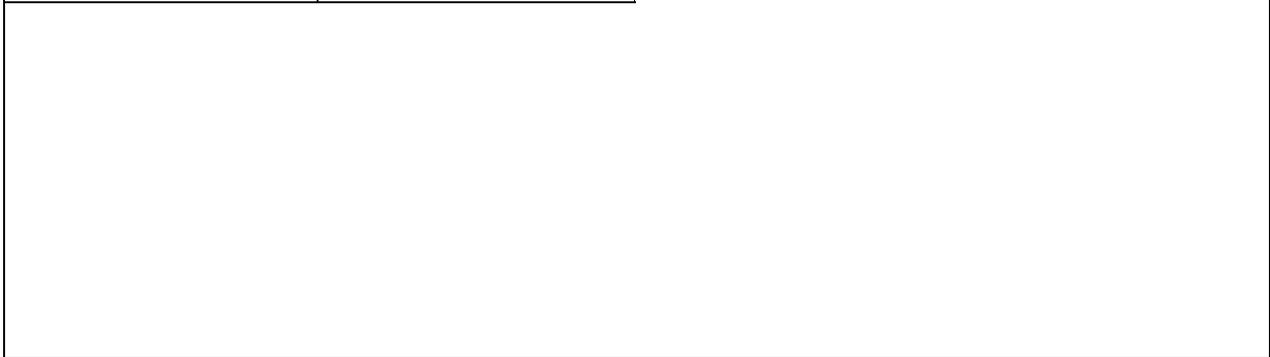
Upland Village Starbucks  
 Total Project Trip Assignment

Figure 5



xx / yy - AM / PM Peak-Hour Turning Movement Volumes  
 The naming convention for intersections is North / South & East / West

N 2nd Ave & E Foothill Blvd		Proj Dwy & E Foothill Blvd	
30 / 82 6 / 52 49 / 114 ↙ ↘ ↖ ↗	30 / 71 1211 / 947 73 / 64 ↙ ↘ ↖ ↗	22 / 12 ↙ ↘	45 / 22 1292 / 1070 ↙ ↘ ↖ ↗
102 / 153 745 / 1289 73 / 86 ↙ ↘ ↖ ↗	33 / 40 21 / 45 35 / 59 ↙ ↘ ↖ ↗	829 / 1462 ↖ ↗	



Upland Village Starbucks  
 Existing Plus Project Traffic Volumes

Figure 6

Upland Village Starbucks  
1: N 2nd Ave & E Foothill Blvd

Existing Conditions  
Timing Plan: AM PEAK

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	55	768	73	73	1213	30	33	19	35	6	4	8
Future Volume (veh/h)	55	768	73	73	1213	30	33	19	35	6	4	8
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	62	873	83	83	1378	34	38	22	40	7	5	9
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	105	1794	800	125	1834	818	291	63	115	249	64	114
Arrive On Green	0.06	0.50	0.50	0.07	0.52	0.52	0.11	0.11	0.11	0.11	0.11	0.11
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1400	595	1081	1340	599	1078
Grp Volume(v), veh/h	62	873	83	83	1378	34	38	0	62	7	0	14
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1400	0	1676	1340	0	1676
Q Serve(g_s), s	1.6	7.6	1.3	2.1	14.4	0.5	1.2	0.0	1.6	0.2	0.0	0.4
Cycle Q Clear(g_c), s	1.6	7.6	1.3	2.1	14.4	0.5	1.5	0.0	1.6	1.8	0.0	0.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.65	1.00		0.64
Lane Grp Cap(c), veh/h	105	1794	800	125	1834	818	291	0	178	249	0	178
V/C Ratio(X)	0.59	0.49	0.10	0.66	0.75	0.04	0.13	0.00	0.35	0.03	0.00	0.08
Avail Cap(c_a), veh/h	189	2113	943	227	2189	976	1064	0	1103	989	0	1104
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	21.6	7.7	6.1	21.3	9.0	5.6	19.7	0.0	19.5	20.4	0.0	19.0
Incr Delay (d2), s/veh	5.2	0.2	0.1	5.9	1.2	0.0	0.2	0.0	1.2	0.0	0.0	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	2.1	0.3	1.0	4.2	0.1	0.4	0.0	0.6	0.1	0.0	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.8	7.9	6.1	27.2	10.2	5.7	19.9	0.0	20.7	20.4	0.0	19.2
LnGrp LOS	C	A	A	C	B	A	B	A	C	C	A	B
Approach Vol, veh/h		1018			1495			100				21
Approach Delay, s/veh		8.9			11.1			20.4				19.6
Approach LOS		A			B			C				B
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		10.0	8.3	28.8		10.0	7.8	29.3				
Change Period (Y+Rc), s		5.0	5.0	5.0		5.0	5.0	5.0				
Max Green Setting (Gmax), s		31.0	6.0	28.0		31.0	5.0	29.0				
Max Q Clear Time (g_c+I1), s		3.6	4.1	9.6		3.8	3.6	16.4				
Green Ext Time (p_c), s		0.4	0.0	6.3		0.0	0.0	7.9				
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay			10.6									
HCM 6th LOS			B									

Upland Village Starbucks  
1: N 2nd Ave & E Foothill Blvd

Existing Conditions  
Timing Plan: PM PEAK

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	131	1300	86	64	947	71	40	44	59	93	51	71
Future Volume (veh/h)	131	1300	86	64	947	71	40	44	59	93	51	71
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	138	1368	91	67	997	75	42	46	62	98	54	75
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	177	1707	761	105	1562	697	280	132	178	297	130	180
Arrive On Green	0.10	0.48	0.48	0.06	0.44	0.44	0.18	0.18	0.18	0.18	0.18	0.18
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1261	722	973	1286	709	984
Grp Volume(v), veh/h	138	1368	91	67	997	75	42	0	108	98	0	129
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1261	0	1695	1286	0	1693
Q Serve(g_s), s	4.1	17.6	1.7	2.0	11.8	1.5	1.6	0.0	3.0	3.9	0.0	3.6
Cycle Q Clear(g_c), s	4.1	17.6	1.7	2.0	11.8	1.5	5.3	0.0	3.0	6.9	0.0	3.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.57	1.00		0.58
Lane Grp Cap(c), veh/h	177	1707	761	105	1562	697	280	0	311	297	0	310
V/C Ratio(X)	0.78	0.80	0.12	0.64	0.64	0.11	0.15	0.00	0.35	0.33	0.00	0.42
Avail Cap(c_a), veh/h	264	1908	851	165	1710	763	772	0	973	799	0	972
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	23.7	11.9	7.7	24.9	11.8	8.9	21.8	0.0	19.2	22.2	0.0	19.5
Incr Delay (d2), s/veh	8.4	2.3	0.1	6.4	0.7	0.1	0.2	0.0	0.7	0.6	0.0	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	6.0	0.5	1.0	4.0	0.4	0.5	0.0	1.1	1.1	0.0	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	32.1	14.2	7.8	31.3	12.5	9.0	22.1	0.0	19.9	22.9	0.0	20.4
LnGrp LOS	C	B	A	C	B	A	C	A	B	C	A	C
Approach Vol, veh/h		1597			1139			150			227	
Approach Delay, s/veh		15.4			13.4			20.5			21.5	
Approach LOS		B			B			C			C	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		14.9	8.2	31.0		14.9	10.4	28.8				
Change Period (Y+Rc), s		5.0	5.0	5.0		5.0	5.0	5.0				
Max Green Setting (Gmax), s		31.0	5.0	29.0		31.0	8.0	26.0				
Max Q Clear Time (g_c+I1), s		7.3	4.0	19.6		8.9	6.1	13.8				
Green Ext Time (p_c), s		0.7	0.0	6.4		1.0	0.1	5.8				
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay			15.3									
HCM 6th LOS			B									

Upland Village Starbucks  
1: N 2nd Ave & E Foothill Blvd

Existing With Proj  
Timing Plan: AM PEAK



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗	↘	↖	↗	↘	↖	↗		↖	↗	
Traffic Volume (veh/h)	102	745	73	73	1211	30	33	21	35	49	6	30
Future Volume (veh/h)	102	745	73	73	1211	30	33	21	35	49	6	30
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	116	847	83	83	1376	34	38	24	40	56	7	34
Peak Hour Factor	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	148	1824	813	121	1770	790	277	76	127	258	34	164
Arrive On Green	0.08	0.51	0.51	0.07	0.50	0.50	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1366	630	1051	1338	278	1350
Grp Volume(v), veh/h	116	847	83	83	1376	34	38	0	64	56	0	41
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1366	0	1681	1338	0	1627
Q Serve(g_s), s	3.2	7.7	1.4	2.3	16.0	0.6	1.3	0.0	1.8	2.0	0.0	1.1
Cycle Q Clear(g_c), s	3.2	7.7	1.4	2.3	16.0	0.6	2.4	0.0	1.8	3.8	0.0	1.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.63	1.00		0.83
Lane Grp Cap(c), veh/h	148	1824	813	121	1770	790	277	0	204	258	0	197
V/C Ratio(X)	0.78	0.46	0.10	0.68	0.78	0.04	0.14	0.00	0.31	0.22	0.00	0.21
Avail Cap(c_a), veh/h	177	1974	880	212	2044	912	952	0	1034	919	0	1001
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	22.7	7.8	6.3	23.0	10.4	6.5	21.1	0.0	20.2	22.0	0.0	20.0
Incr Delay (d2), s/veh	17.2	0.2	0.1	6.6	1.7	0.0	0.2	0.0	0.9	0.4	0.0	0.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	2.2	0.4	1.1	5.1	0.1	0.4	0.0	0.7	0.6	0.0	0.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	39.9	8.0	6.4	29.6	12.1	6.5	21.3	0.0	21.1	22.4	0.0	20.5
LnGrp LOS	D	A	A	C	B	A	C	A	C	C	A	C
Approach Vol, veh/h		1046			1493			102				97
Approach Delay, s/veh		11.4			12.9			21.2				21.6
Approach LOS		B			B			C				C
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		11.1	8.4	30.9		11.1	9.2	30.1				
Change Period (Y+Rc), s		5.0	5.0	5.0		5.0	5.0	5.0				
Max Green Setting (Gmax), s		31.0	6.0	28.0		31.0	5.0	29.0				
Max Q Clear Time (g_c+I1), s		4.4	4.3	9.7		5.8	5.2	18.0				
Green Ext Time (p_c), s		0.4	0.0	6.1		0.3	0.0	7.1				
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay			13.0									
HCM 6th LOS			B									

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑↑	↑		↑
Traffic Vol, veh/h	0	829	1292	45	0	22
Future Vol, veh/h	0	829	1292	45	0	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	50	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	901	1404	49	0	24

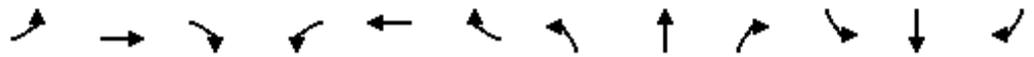
Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	702
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	326
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	326
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	16.9
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	326
HCM Lane V/C Ratio	-	-	-	0.073
HCM Control Delay (s)	-	-	-	16.9
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.2

Upland Village Starbucks  
1: N 2nd Ave & E Foothill Blvd

Existing With Proj  
Timing Plan: PM PEAK



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗	↘	↖	↗	↘	↖	↗	↘	↖	↗	↘
Traffic Volume (veh/h)	153	1289	86	64	947	71	40	45	59	114	52	82
Future Volume (veh/h)	153	1289	86	64	947	71	40	45	59	114	52	82
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	161	1357	91	67	997	75	42	47	62	120	55	86
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	204	1676	748	103	1476	658	288	146	193	316	131	206
Arrive On Green	0.11	0.47	0.47	0.06	0.42	0.42	0.20	0.20	0.20	0.20	0.20	0.20
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1248	732	965	1284	657	1028
Grp Volume(v), veh/h	161	1357	91	67	997	75	42	0	109	120	0	141
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1248	0	1697	1284	0	1685
Q Serve(g_s), s	4.9	18.1	1.8	2.0	12.6	1.6	1.7	0.0	3.0	4.9	0.0	4.1
Cycle Q Clear(g_c), s	4.9	18.1	1.8	2.0	12.6	1.6	5.7	0.0	3.0	7.9	0.0	4.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.57	1.00		0.61
Lane Grp Cap(c), veh/h	204	1676	748	103	1476	658	288	0	339	316	0	337
V/C Ratio(X)	0.79	0.81	0.12	0.65	0.68	0.11	0.15	0.00	0.32	0.38	0.00	0.42
Avail Cap(c_a), veh/h	257	1858	829	161	1666	743	736	0	948	777	0	942
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	23.9	12.5	8.2	25.6	13.2	10.0	21.9	0.0	19.0	22.4	0.0	19.4
Incr Delay (d2), s/veh	12.2	2.6	0.1	6.6	0.9	0.1	0.2	0.0	0.5	0.8	0.0	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.6	6.4	0.5	1.0	4.4	0.5	0.5	0.0	1.2	1.4	0.0	1.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	36.1	15.1	8.3	32.2	14.1	10.0	22.1	0.0	19.5	23.1	0.0	20.2
LnGrp LOS	D	B	A	C	B	B	C	A	B	C	A	C
Approach Vol, veh/h		1609			1139			151			261	
Approach Delay, s/veh		16.8			14.9			20.2			21.5	
Approach LOS		B			B			C			C	
Timer - Assigned Phs		2	3	4		6	7	8				
Phs Duration (G+Y+Rc), s		16.1	8.2	31.2		16.1	11.3	28.0				
Change Period (Y+Rc), s		5.0	5.0	5.0		5.0	5.0	5.0				
Max Green Setting (Gmax), s		31.0	5.0	29.0		31.0	8.0	26.0				
Max Q Clear Time (g_c+I1), s		7.7	4.0	20.1		9.9	6.9	14.6				
Green Ext Time (p_c), s		0.7	0.0	6.1		1.2	0.0	5.5				
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay			16.7									
HCM 6th LOS			B									

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑↑	↑		↑
Traffic Vol, veh/h	0	1462	1070	22	0	12
Future Vol, veh/h	0	1462	1070	22	0	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	50	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1589	1163	24	0	13

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	582
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	391
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	391
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	14.5
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	391
HCM Lane V/C Ratio	-	-	-	0.033
HCM Control Delay (s)	-	-	-	14.5
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.1



# STAFF REPORT

**ITEM NO. 14.A.**

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**DATE:** February 24, 2020  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** ROSEMARY HOERNING, CITY MANAGER  
**PREPARED BY:** STEVE NIX, INTERIM PUBLIC WORKS DIRECTOR  
RICHARD SMIDERLE, OPERATIONS MANAGER  
**SUBJECT:** APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR  
GRAFFITI REMOVAL AND ABATEMENT

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## **RECOMMENDED ACTION**

It is recommended that the City Council approve a Professional Services Agreement with Graffiti Protective Coatings, Inc. for graffiti removal and abatement; and authorize the City Manager to execute any and all necessary and related documents to implement the agreement.

## **GOAL STATEMENT**

The proposed action supports the City's objective to continue to maintain and improve City public facility infrastructure.

## **BACKGROUND**

Historically, the City has successfully contracted for graffiti abatement services. The City's previous graffiti abatement agreement expired on October 31, 2019 and has since been operating on a month to month basis. On October 23, 2019 City staff solicited Requests for Proposals (RFP) which included local newspaper advertisements, City website advertisement, and notification to graffiti abatement service companies.

## **ISSUES/ANALYSIS**

On November 14, 2019 City staff received three (3) bid proposals for Professional Services Agreement No. 19-002, results are as follows:

<b>BIDDER(s)</b>	<b>* BID AMOUNTS</b>
Graffiti Protective Coatings, Inc.	\$6,668.20
Urban Graffiti Enterprises, Inc.	\$8,100.00
Woods Maintenance Services, Inc.	\$23,000.00

**\*Per Month**

City staff has reviewed the bid information and confirmed that Graffiti Protective Coatings, Inc. is the lowest responsive bidder. The bid amount of \$6,668.20 per month for a total annual cost of **\$80,018.40** for complete graffiti removal & abatement services. The Agreement term is three (3) initial years and reserves the right to extend the term for three (3) additional one-year options.

**FISCAL IMPACTS**

The adopted FY 2019-20 budget contains sufficient funds in the below accounts for the proposed Graffiti Removal & Abatement Services:  
Funding

FY 2019-20 Account No. 101-5415-5253	\$ 90,000
FY 2019-20 Account No. 209-2305-5258	\$ 15,000
Total Project Funding	\$ 105,000

**ALTERNATIVES**

1. Reject all RFP bids and authorize staff to re-advertise Agreement #19-002.
2. Provide alternative direction to staff.

**ATTACHMENTS:**

**Professional Services Agreement**

**PROFESSIONALSERVICES AGREEMENT  
GRAFFITI REMOVAL / ABATEMENT  
19 - 002**

**THIS AGREEMENT** is made and effective as of **February 24, 2020**, between the City of Upland, a municipal corporation ("City") and **Graffiti Protective Coatings, Inc.** ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM.** This Agreement shall commence on **March 01, 2020** and shall remain in effect for three (3) years. The City may, upon mutual agreement, extend the contract for three one (1) year additional terms. If contract is extended beyond the original term, contract price may be adjusted at the beginning of each calendar year in accordance with the changes in the Consumer Price Index for all Urban Consumers in the Los Angeles-Anaheim-Riverside Area published monthly by the United States Bureau of Labor Statistics (CPI).

**2. SERVICES.** Contractor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Scope of Services.

**3. PERFORMANCE.** Contractor shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, performs all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

**4. PREVAILING WAGES.** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract

**5. PAYMENT**

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth Required Documents with RFP Response Document Description (Graffiti Removal Services Schedule and Pricing), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in (Graffiti Removal Services Schedule and Pricing) than the scope of work to be performed, payment rates and schedule of payment are null and void. This amount shall not exceed **\$ 240,055.20 (insert dollar amount)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Public Works Director. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Public Works Director and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the contractor's fees it shall give written notice to Contractor within 30 days of receipt of a invoice of any disputed fees set forth on the invoice.

#### **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the contractor at least ten (10) days' prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 4.

#### **7. DEFAULT OF CONTRACTOR.**

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractors control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **8. OWNERSHIP OF DOCUMENTS.**

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **9. INDEMNIFICATION.**

a. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees 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 Contractor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

b. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor's shall render any reasonable assistance and cooperation which City might require.

**10. INSURANCE REQUIREMENTS.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.
- (2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.
- (4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Contractor's profession.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- (1) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- (3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
- (4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII, and admitted and licensed to do business in the State of California, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

#### **11. INDEPENDENT CONTRACTOR.**

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

c. PERS Eligibility Indemnification: In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

**12. LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and City shall not be obligated to provide any health care coverage to Contractor. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

**13. RELEASE OF INFORMATION.**

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

b. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**14. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Upland  
Mailing Address:  
460 N. Euclid Ave.  
Upland, California 91786  
Attention: City Manager

To Contractor: Graffiti Protective Coatings, Inc.  
419 N. Larchmont Blvd. #264  
Los Angeles, CA 90004  
Attn: Carla Lenhoff, President  
Telephone Number: 323-428-3530

**15. ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

**16. LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**17. GOVERNING LAW.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Upland. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**18. PROHIBITED INTEREST.** No officer, or employee of the City of Upland shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Upland has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**19. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**20. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**21. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**22. WAIVER.** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**23. CONSTRUCTION.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**24. COSTS.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

**25. RESPONSIBILITY FOR ERRORS.** Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

**26. ATTORNEYS' FEES.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF UPLAND**

\_\_\_\_\_  
Rosemary Hoerning, City Manager

Attest:

\_\_\_\_\_  
Keri Johnson, City Clerk

Approved As to Form:

\_\_\_\_\_  
Steven Flower, Interim City Attorney

**CONTRACTOR**

Graffiti Protective Coatings, Inc.  
419 N. Larchmont Blvd. #264  
Los Angeles, CA 90004  
Attn: Carla Lenhoff, President  
Telephone Number: 323-428-3530

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**CITY OF UPLAND**  
**SCOPE OF SERVICES**  
**GRAFFITI REMOVAL MAINTENANCE**

Background

The presence of graffiti is a reflection on the community and the neighborhood in which it is located. The City recognizes that the first line of defense against graffiti is prevention, and prompt removal of graffiti is one of the most effective means to prevent its recurrence. Therefore, the City finds it most expedient to contract out these services to a company whose core operations is graffiti abatement.

Scope of Work

Contractor shall perform the services expeditiously and as needed by the City, seven (7) days per week, twenty-four hours per day, throughout the term of the Agreement. Once notified, Contractor has forty-eight (48) hours to remove graffiti.

Contractor to remove all graffiti from City owned property/infrastructure and in various circumstances remove from private property if the graffiti is in plain view of the general public.

Contractor shall be required to match paint color and finish with surrounding surface area to City Representative's satisfaction. Before and after digital with GPS capability photographs of graffiti will be required as requested, especially in the following circumstances:

- Extensive/large square footage areas.
- Small areas such as light poles, utility boxes/pedestals.
- Tags that are seen repeatedly.
- Hate speech, profanity or threats against City entities.
- Gang moniker type graffiti of any sort.
- Stickers that are placed on City infrastructure.
- Upon special request – Utility markings on streets, curbs & sidewalks.

The city has established a graffiti reporting hotline as part of its abatement program. Throughout the term of the Agreement, Contractor shall access the City's "Graffiti Hotline" at (909) 931-4127 a minimum of three (3) times per day at approximately 7:00 a.m., 12:00 p.m.(Noon) and 5:00 p.m. in order to determine the services needed by the City. Graffiti Hotline access component must occur Monday thru Friday.

Unless otherwise instructed by the City's Representative, Contractor shall promptly access the Graffiti Hotline on a daily basis (Five days per week) as noted in the aforementioned detail.

## ADDENDUM DOCUMENTS

### Item No. 1

Contractor to provide option of web based work order system.

- a. Contractor to input/manage work orders that may be viewed by City staff.

### Item No. 2

Contractor to provide graffiti reporting party a free Smartphone mobile app on Android or iPhone platform.

- a. Request are to be electronically submitted to work order system and assigned a work order number in real time.
- b. Upon job completion, a response with before & after photos are to be transmitted electrically to the reporting party email address.
- c. Mobile App must be available on the App Store and Android marketplace at the cost to the contractor.

### Item No. 3

Photographs of work performed (before & after) to be documented in real-time with work order number, address, zone, method, surface, time cleaned, square footage, moniker, total response time to web based system.

### Item No. 4

Monthly invoices must include the following information.

- a. Job number, address, square footage, method of removal, surface type, date, census block group number, monthly totals of each category.

### Item No. 5

Agreement shall commence on **March 01, 2020**. All other dates are to remain as they state on original RFP.

### Item No. 6

Sealed RFP Proposals due date to be **Thursday December 12, 2019. 5:00pm** at City of Upland Public Works Services Department, 1370 N. Benson Ave, Upland, CA 91786.

**PROPOSED SCHEDULE OF PRICES  
FOR CITYWIDE GRAFFITI ABATEMENT SERVICES**

Weekly Service Days	Monthly Cost	Annual Cost
Seven (7)	\$ 6,668.20	\$ 80,018.40

- Includes: ALL items as detailed in Exhibit "A" "Scope of Services" which includes ALL labor & materials and other cost.

GRAFFITI PROTECTIVE SERVICES, INC.

Contractor: (Co. Name)

672447

License #

Signed:

Date:

Name:

Title:

Signed:

Date:

Name:

Title: