



## **UPLAND CITY COUNCIL**

### **AGENDA**

**January 28, 2019  
City Council Chamber**

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

**JEANNETTE VAGNOZZI, CITY MANAGER  
JAMES L. MARKMAN, 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.

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**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. GOVERNMENT CODE SECTION 54956.9 - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (POTENTIAL ACTION TO APPROVE AGREEMENT)

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

- B. GOVERNMENT CODE SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property: APN 0201-201-36

Agency City Manager Vagnozzi and Development Services  
Negotiators: Consultant Dukett

Negotiating Parties: City of Upland and Ford of Upland

Under Negotiation: Price and terms

- C. GOVERNMENT CODE SECTION 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney

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**7:00 PM**

**5. INVOCATION**

Deacon Richard Simpson, St. Anthony's Catholic Church

**6. PLEDGE OF ALLEGIANCE**

**7. PRESENTATIONS**

Administration of the Oath of Office to Councilmember Bill Velto

Introduction of Police Impact Team, Special Investigation Unit Team, and Luna the Community Service dog by Chief Goodman

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

**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 Regular Meeting Minutes of January 14, 2019 and the Special Meeting Minutes of January 16, 2019. (Staff Person: Keri Johnson)

B. ANNUAL WEED ABATEMENT PROGRAM

Adopt a Resolution 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 10, 2019. (Staff Person: Sheldon Bloomfield)

C. MAYORAL APPOINTMENTS FOR 2019

Ratify the Mayoral Appointments for 2019, appointing Council Members and City Representatives to City Council committees and various City and regional committees. (Staff Person: Jeannette Vagnozzi)

D. APPOINTMENTS TO COMMITTEES

Ratify the appointments of Mark Bertone and Mark Smith to the Building Appeals Board; Steve Bierbaum, Roger Evans, Shannan Maust, and Brinda Sarathy to the City Council Advisory Committee; Robin Aspinall, Carlos Garcia, Rebecca Monk, and Lisa Nicely to the Community Development Block Grant Committee; Craig Anderson, Paul Bird, John Ickis, and Brigitte James to the Street Tree Advisory Committee; and James Beechin, Mark Bertone, and Mark Walters to the Traffic Safety Advisory Committee. (Staff Person: Jeannette Vagnozzi)

E. APPROVAL OF TRACT MAP 20117 BY WATT COMMUNITIES HIGHLINE, LLC (GENERALLY LOCATED AT THE NORTHEAST CORNER OF CAMPUS AVENUE AND COLONIES PARKWAY)

Approve Final Tract Map 20117 and authorize the City Manager to execute the Subdivision Improvement Agreements with Watt Communities Highline, LLC. It is further recommended that the City Council accept the Faithful Performance Bond in the amount of \$252,000 and Labor and Materials Bond in the amount of \$126,000; and authorize recordation of the Final Map. (Staff Person: Rosemary Hoerning)

F. APPROVAL OF PARCEL MAP 19975 FOR BRAVEPARK COMMERCIAL PROPERTY (GENERALLY LOCATED NORTH OF BASELINE ROAD AND SOUTHEAST OF THE 210 FREEWAY)

Authorize the City Manager to approve the Parcel Map 19975 for recordation. (Staff Person: Rosemary Hoerning)

G. ACCEPTANCE OF WORK FOR PROJECT NO. 7068, CITYWIDE STRIPING REPLACEMENT 2017-2018

Accept the work; record the Notice of Completion; and, reduce the Faithful Performance Bond to 10% for Project No. 7068, Citywide Striping Replacement 2017-2018. (Staff Person: Rosemary Hoerning)

H. EMERGENCY PURCHASE AND INSTALLATION OF EQUIPMENT AND PROFESSIONAL SERVICES FOR WATER SYSTEM IMPROVEMENTS

Receive and file the status update. (Staff Person: Rosemary Hoerning)

I. DECLARATION OF VACANCY ON THE PLANNING COMMISSION

Accept the resignation from Planning Commissioner Bill Velto and instruct the City Clerk to post the vacancy pursuant to Government Code Section 54974. (Staff Person: Jeannette Vagnozzi)

J. DISPOSAL OF SURPLUS EQUIPMENT

Declare the items included on the attached list as surplus, and authorize the City Manager to initiate disposal of the surplus equipment. (Staff Person: Jeannette Vagnozzi)

**12. PUBLIC HEARINGS**

A. CONTINUED PUBLIC HEARING - ORDINANCE AMENDING SECTION 5.04.470 OF TITLE 5 OF THE UPLAND MUNICIPAL CODE PERTAINING TO THE RATE OF LEVY FOR THE PARKING AND BUSINESS IMPROVEMENT AREA

The City Council will consider an Ordinance pertaining to the rate of levy for the Parking and Business Improvement Area. (Staff Person: Steven H. Dukett)

Recommendation: 1) Staff Presentation

2) Hold Public Hearing

3) Close Public Hearing

4) Adopt an Ordinance amending Section 5.04.470 of Title 5 of the Upland Municipal Code pertaining to the rate of levy for the Parking and Business Improvement Area.

**13. COUNCIL COMMITTEE REPORTS**

**14. BUSINESS ITEMS**

A. 2018 AGREEMENT TO APPROPRIATIVE POOL POOLING PLAN AND CAMA AMENDMENTS

Authorize approval of the 2018 Agreement to Appropriative Pool Pooling Plan and Court Approved Management Agreement (CAMA) Amendments associated with the adjudicated Chino Groundwater Basin. (Staff Person: Rosemary Hoerning)

B. SAN ANTONIO SURFACE WATER TREATMENT PLANT

Authorize a purchase order with Johnson Matthey for the purchase of a MIOX on-site generated Sodium Hypochlorite Generation Unit in the amount not to exceed \$93,000. (Staff Person: Rosemary Hoerning)

C. APPROVAL OF A FIRST AMENDMENT TO THE STORAGE FACILITY LEASE (PHASE 3) BETWEEN THE CITY OF UPLAND AND DRY DOCK AND DEPOT STORAGE, INC.

Approve a First Amendment to the Storage Facility Lease (Phase 3) between the City of Upland and Dry Dock and Depot Storage, Inc; and authorize the City Manager to execute any and all necessary and related documents. (Staff Person: Steven H. Dukett)

D. DISCUSSION OF PURCHASING PROCEDURES

Provide direction to staff. (Staff Person: Jeannette Vagnozzi)

**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, February 11, 2019.

**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.ci.upland.ca.us](http://www.ci.upland.ca.us), subject to staff's ability to post the documents before the meeting.

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 January 24, 2019 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).

**MINUTES OF THE REGULAR MEETING OF THE  
UPLAND CITY COUNCIL AND THE SUCCESSOR AGENCY  
TO THE UPLAND COMMUNITY REDEVELOPMENT AGENCY  
JANUARY 14, 2019**

**OPENING**

The regular meeting of the Upland City Council and the Successor Agency to the Upland Community Redevelopment Agency was called to order by Mayor/Chairperson Debbie Stone at 6:00 p.m. in the Council Chamber of the Upland City Hall.

**1. ROLL CALL**

Present: Mayor/Chairperson Debbie Stone, Council/Agency Members Janice Elliott, Ricky Felix, and Rudy Zuniga

Staff: City Manager/Executive Director Jeannette Vagnozzi, City Attorney/Agency Counsel James L. Markman, and City Clerk/Agency Secretary Keri Johnson

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

**3. ORAL COMMUNICATIONS**

Maurice Duran, Upland, spoke on behalf of the Upland Police Management Association regarding past negotiations and requested that the Council contact the bargaining units.

Nick Peelman, Upland, spoke on behalf of the Upland Police Officers Association requesting that the City continue negotiations with the bargaining group.

Rami, Asad, stated that employees have been working for 18 months without a contract and asked the City to continue negotiations with the bargaining groups.

Karen May, Upland, stated support for the city employees and urged the City to negotiate in good faith.

**4. CLOSED SESSION**

At 6:06 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

**A. GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Legal Counsel Edward Zappia, City Manager Jeannette Vagnozzi

Employee organizations: Upland Mid-Management Association, Upland City Employees Association, Upland Police Officers Association, and Upland Police Management Association

The City Council reconvened in open session at 7:02 p.m.

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

**6. PLEDGE OF ALLEGIANCE** Jim Thomas

**7. PRESENTATIONS**

Police Chief Goodman presented badges to Police Officers Gamboa, Jewell, Ortega, and Pierre

The winners of the City "Home for the Holidays" House Decorating Contest were announced.

Doreen Ivery, Children's Network Mentoring Resource Specialist, accepted a proclamation declaring January 2019 as National Mentoring Month.

**8. CITY ATTORNEY**

City Attorney Markman announced there was nothing to report from Closed Session.

**9. ORAL COMMUNICATIONS**

David Wade, suggested that the Council take their time choosing the applicant to fill the City Council vacancy.

**10. COUNCIL COMMUNICATIONS**

Councilmembers announced various events and activities throughout the community.

**11. CONSENT CALENDAR**

City Clerk Johnson stated that there was an error in the calculations on exhibit B for agenda item 11C and a corrected exhibit B had been provided to the Council and was also available for the public.

Councilmember Elliott removed Consent Calendar Item 11D for separate action. Motion by Councilmember Felix to approve the remainder of the Consent Calendar, seconded by Councilmember Zuniga, and carried unanimously.

**A. APPROVAL OF MINUTES**

Approved the Regular Meeting Minutes of December 10, 2018 and the Special Meeting Minutes of January 7, 2019.

**B. EMERGENCY PURCHASE AND INSTALLATION OF EQUIPMENT AND PROFESSIONAL SERVICES FOR WATER SYSTEM IMPROVEMENTS**

Received and filed the status update.

**C. APPROVAL OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2019-20 AND ADMINISTRATIVE BUDGET**

Successor Agency to the Upland Community Redevelopment Agency adopted Resolution No. 2019-1 approving the Recognized Obligation payment schedule 2019-20 for the period of July 2019 through June 2020, fiscal year 2019-20 administrative budget, and approving certain related actions.

- E. APPROVAL OF BOND REDUCTION FOR SYCAMORE COMMERCIAL DEVELOPMENT (LOCATED NORTH OF BASELINE ROAD AND EAST AND SOUTH OF THE 210 FREEWAY)

Approved the reduction of the Performance Bonds to twenty-five percent (25%) for the Sycamore Commercial Development, Bravepark Commercial Property, LLC.

- F. APPOINTMENT OF MAYOR PRO TEM

Adopted Resolution No. 6478 amending procedures for selecting a Mayor Pro Tem pursuant to provisions of California Government Code Section 36801 and rescinding Resolution No. 6376; and ratified the appointment of Councilmember Janice Elliott as Mayor Pro Tem, term to expire in December 2019.

ITEMS REMOVED FOR SEPARATE ACTION

- D. ACCEPTANCE OF WORK FOR PROJECT NO. 7061, LINDA WAY RECONSTRUCTION AND UTILITY IMPROVEMENTS

Council commended the staff on the improvements to Linda Way.

Motion by Councilmember Elliott to accept the work; record the Notice of Completion; and, reduce the Faithful Performance Bond to 10% for Project No. 7061, Linda Way Reconstruction, and Utility Improvements, seconded by Councilmember Felix, and carried unanimously.

**12. PUBLIC HEARINGS**

- A. ORDINANCE AMENDING SECTION 5.04.470 OF TITLE 5 OF THE UPLAND MUNICIPAL CODE PERTAINING TO THE RATE OF LEVY FOR THE PARKING AND BUSINESS IMPROVEMENT AREA

City Manager Vagnozzi announced that some members of the downtown business community had requested that staff meet with them so they could better understand the proposal. Staff suggested continuing the public hearing to January 28, 2019 to allow for time to meet with the downtown business owners.

Motion by Councilmember Elliott to continue the public hearing to January 28, 2019 at 7 p.m. in the Council Chamber, seconded by Councilmember Felix, and carried unanimously.

- B. UPLAND - SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT PROPERTY TAX EXCHANGE CORRECTION

City Manager Vagnozzi presented the staff report, along with a PowerPoint presentation, which is on file in the City Clerk's office.

There was discussion regarding the total operating budget for County Fire, the process for the property tax transfer, and the percentage of property tax transferred.

Mayor Stone opened the public hearing.

Steve Bierbaum, Upland, questioned what the City intended to do with the refunded portion of the taxes and suggested the money be used to fund employee contracts or be refunded to residents.

Brigitte James, stated that there is no need for an audit since there was nothing wrong with the financial accounting, and commended staff for catching the error.

Glenn Bozar, Upland, stated the history of the annexation process and expressed concern that the County would request additional funds in the future.

Steve Morris, Upland, thanked staff for finding the error and suggested the funds should go back into the general fund.

There being no other speakers, Mayor Stone closed the public hearing.

There was discussion on the formula used to calculate the percentage of tax sharing. Staff also clarified that the additional funds received from the County is not an increase to the budgeted revenue, but will cover the shortfall caused by the error in calculation.

Motion by Councilmember Zuniga to adopt Resolution No. 6479 approving the transfer of property tax revenue from the San Bernardino County Fire Protection District to the City of Upland to effectively revise the property tax transfer approved in LAFCO 3216, seconded by Councilmember Elliott, and carried unanimously.

**13. COUNCIL COMMITTEE REPORTS** None

**14. BUSINESS ITEMS**

**A. PARTICIPATION IN SBCTA'S SB 743 COUNTYWIDE IMPLEMENTATION STUDY**

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

There was discussion on the cost to participate in the study, cost savings by partnering with the County, and potential grants to offset the cost of phase 2 of the study.

Motion by Councilmember Elliott to authorize participation in the San Bernardino County Transportation Authority's (SBCTA'S) SB743 Countywide implementation study, seconded by Councilmember Felix, and carried unanimously.

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

Rami Asad, Upland City Employee Association former president, stated the characteristics of a good leader and requested the Council send the city back to the negotiation table.

April Flores, Upland City Employee Association president, spoke about leadership and stated the city employees have gone eleven years without a cost of living raise.

Maurice Duran, Upland Police Management Association president stated the City is at impasse with almost all bargaining units and spoke regarding past negotiations.

Nick Peelman, Upland Police Officers Association president, stated they have been in contract negotiations for over 18 months and the City will lose officers to other cities if not fairly compensated.

Mark Walters, Upland, questioned whether the City was considering the use of a third party vendor for police booking services and stated potential benefits of utilizing an outside vendor for this service.

David Wade, Upland, suggested the Council make an informed decision when appointing someone to the Council and stated support for Glenn Bozar to fill the vacancy.

Robert E Scudder, Upland, stated that he noticed large public transportation busses are underutilized and suggested the use of smaller vehicles.

Mike Pattison, announced upcoming community activities.

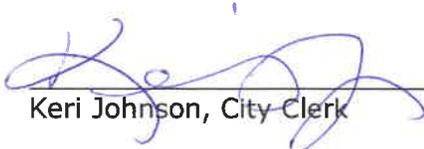
Steve Morris, Upland, stated that unfunded raises will bankrupt city and felt that an audit was not necessary.

**16. CITY MANAGER** None

**17. ADJOURNMENT**

Mayor/Chairperson Stone adjourned the meeting at 8:34 p.m. The next regularly scheduled City Council meeting is Monday, January 28, 2019.

**SUBMITTED BY**

  
Keri Johnson, City Clerk

**APPROVED**

January 28, 2019

**MINUTES OF A SPECIAL MEETING OF THE  
UPLAND CITY COUNCIL  
JANUARY 16, 2019**

**OPENING**                   The special meeting of the Upland City Council was called to order by Mayor Stone at 3:00 p.m. in the City Council Chambers.

**1.     ROLL CALL**

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

Staff:             City Manager Jeannette Vagnozzi, City Attorney James L. Markman, and City Clerk Keri Johnson

**2.     ORAL COMMUNICATIONS**

Jim McJoynt, Upland, suggested a process for selection the applicant to fill the City Council vacancy.

Marjorie Benesh, Upland, spoke in support of the appointment of Lois Sicking Dieter to the City Council.

Brigitte James, requested the City hold a special election to fill the City Council vacancy.

Sylvia Yan, spoke in support of the appointment of Lois Sicking Dieter to the City Council.

Barbara Papas, Upland, stated she was opposed to a special election and spoke in support of the appointment of Glenn Bozar to the City Council.

Jim Thomas, Upland, urged the Council to do what was best for all of the city and stated that compromise and civility were needed.

Terri D. spoke in support of the appointment of Lois Sicking Dieter to the City Council.

Tauvaga Ho Ching Upland, spoke in support of the appointment of Carlos Flores to the City Council.

Linda Lee Russell, Upland, stated the need for someone to help reunite the city and spoke in support of the appointment of Lois Sicking Dieter or Bill Velto to the City Council.

Karen May, Upland, suggested a ranked voting process for choosing the applicant to fill the City Council vacancy.

Dave Montoya Sr., Upland, stated opposition to the cost of a special election, but felt the appointment process was not democratic.

Steve Morris, Upland stated opposition to the appointment of Glenn Bozar to the City Council.

Steve Bierbaum, Upland, stated the cost for a special election was not the best use of funds and urged the Council to make the best decision for the City.

David Wade, Upland, urged the Council to take their time making a decision and stated that Glenn Bozar and Bill Velto were experienced applicants.

April McCormick, Upland, stated opposition to a special election due to the cost involved.

**3. INTERVIEWS OF CITY COUNCIL APPLICANTS AND DISCUSSION OF APPOINTMENT TO FILL THE CITY COUNCIL VACANCY FOR AT-LARGE COUNCIL SEAT**

There was discussion regarding the procedure for interviewing and ranking the applicants.

The City Council asked each of the applicants interview questions which are on file in the City Clerk's office.

At 4:44 p.m. Mayor Stone called a recess and the City Council reconvened in open session at 4:49 p.m.

There was discussion regarding the applicants' qualifications and experience.

Motion by Councilmember Felix to appoint Glenn Bozar to the vacant City Council seat, seconded by Councilmember Elliott. The motion failed with Mayor Stone and Councilmember Felix opposed.

Motion by Councilmember Elliott to appoint Lois Sicking Dieter to the vacant City Council seat, seconded by Councilmember Zuniga. The motion failed with Mayor Stone and Councilmember Felix opposed.

Motion by Councilmember Zuniga to appoint Neil Gerard to the vacant City Council seat, seconded by Councilmember Elliott. The motion failed with Mayor Stone and Councilmember Felix opposed.

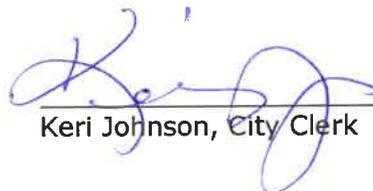
There was further discussion regarding the cost and timeline for a special election, and the qualifications of applicants.

Motion by Councilmember Zuniga to appoint Bill Velto to the vacant City Council seat, seconded by Councilmember Elliott, and carried with Councilmember Zuniga opposed.

**4. ADJOURNMENT**

Mayor Stone adjourned the meeting at 6:32 p.m. The next regular meeting of the City Council is Monday, January 28, 2019.

**SUBMITTED BY:**

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

**APPROVED:**

\_\_\_\_\_  
January 28, 2019



## STAFF REPORT

**ITEM NO. 11.B.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** STEVEN H. DUKETT, DEVELOPMENT SERVICES CONSULTANT  
LIZ CHAVEZ, DEVELOPMENT SERVICES MANAGER  
SHELDON BLOOMFIELD, WEED ABATEMENT COORDINATOR  
**SUBJECT:** ANNUAL WEED ABATEMENT PROGRAM

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### RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution 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 10, 2019.

### GOAL STATEMENT

The proposed action supports the City's goal of reducing fire hazards and improving public health and safety by removing excessive weed growth and trash accumulations within the City.

### BACKGROUND

The City of Upland has been conducting weed abatement services for nearly four (4) decades. The purpose of the Weed Abatement (Program) is to ensure property owners maintain their properties free of public nuisances. A nuisance means a condition of property that constitutes blight, a public health hazard, or a public safety hazard. Adoption of the resolution begins the first step in implementing the Program. A listing of all properties that may require abatement is available for viewing at the City Clerk's Office. Properties in violation of the resolution will receive a written notification to abate the nuisance. A written reminder of the Program was included in the utility bills during the month of January 2019. Furthermore, a written reminder was also mailed to all owners of vacant land within the City limits. Additionally, a message was posted on the City's website and City Hall's message board (marquee) advising all residents of the start of the program.

## **ISSUES/ANALYSIS**

Each year between February and May, staff surveys all properties within the City to determine whether or not weeds, rubbish, and/or refuse exists on any property. An inspection is made to assess the existence of a public nuisance or potential fire/safety hazard. After the initial inspection has been completed and a public nuisance is confirmed, a violation notice is sent to the property owner of record or resident if applicable, advising that there is an administrative fee of \$72.00 related to said inspection services. Property owners will be given a 10-day period for compliance. Subsequently, a second inspection is conducted and if the property is not free of the public nuisance, the administrative fee will increase to a minimum of \$278.00 and the City has the legal right to remove the weeds, rubbish, and/or refuse and assess the costs of any clean-up against the property in the form of a lien with the San Bernardino County Tax Assessor's Office.

## **FISCAL IMPACTS**

The program is designed to be cost neutral to the City and applicable costs and revenues are already included in the operation budget. This is achieved by factoring in all mandatory abatements, the necessary inspection fees, plus administrative costs to offset the administration of the program. These fees are then passed onto the property owners that do not abate the fire/safety hazards within the stated time periods.

## **ALTERNATIVES**

Provide alternative direction to staff.

## **ATTACHMENTS:**

**Resolution - Weed Abatement**  
**Pertinent Local and State Codes**  
**Utility Mailer**  
**City Parcels Listing**

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND DECLARING CERTAIN WEEDS, RUBBISH, REFUSE AND DIRT IN THE PUBLIC RIGHT OF WAY AND PRIVATE PROPERTY WITHIN THE CITY, TO BE PUBLIC NUSIANCES AND PROVIDING FOR THE ABATEMENT THEREOF.

Intent of the parties and findings

(i) There are currently existing and now growing upon certain streets and/or sidewalks within the City of Upland (the "City") and upon and/or in front of those certain private properties hereinafter particularly described, weeds which when mature bear seeds of a downy or wingy nature which will grow to a size that will become a fire menace when dry, and/or which are otherwise noxious or dangerous to persons and property within said City; and

(ii) The weeds that are currently existing or are now growing or have the potential to be upon those certain streets and/or sidewalks within the City, as hereinafter particularly described, and upon and/or in front of those certain private properties hereinafter particularly described, are seasonal and recurrent nuisances; and

(iii) There are currently existing upon those certain streets and/or sidewalks within the City, and upon and/or in front of those certain private properties, hereinafter particularly described, rubbish and refuse and, accordingly, it is the intention and purpose of the properly constituted authorities of the City to cause the abatement of all of the same that have not been destroyed or abated by the owners of such properties; abatement or removal when done by the City shall be assessed upon the parcels and lands from which said weeds, rubbish and refuse are removed and to impose such costs as a lien upon lots and lands until paid.

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

Section 1. Recitals. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. Definitions and Declarations. The word "weeds", as used in this Resolution, includes weeds which bear seeds of a downy or wingy nature, and any other brush or weeds which attain such growth as to become, when dry, a fire menace to adjacent improved property, weeds which are otherwise noxious or dangerous, poison oak and poison ivy when conditions of growth are such as to constitute a menace to the public health, and dry grass, stubble, brush or other flammable material which endangers the public safety by creating a fire hazard; and vegetation, vines and shrubs of every kind and nature overgrowing curb lines or draping over walls or fences along, or projecting into public streets, including alleys, thereby interfering with public street use and maintenance and the public safety. The words "rubbish and refuse", as used in this Resolution, includes trash, garbage and leavings of every kind that are not fully contained within a receptacle designed for such placement in preparation for removal by the proper authorities. Therefore, all of such

weeds, rubbish and refuse are hereby declared to be a seasonal and recurrent public nuisance in each and every case and instance, and the same in each and every case and instance is hereby ordered to be abated by the respective owners of such lands.

Section 3. Abatement Notice and Fees. The City Clerk shall cause to be mailed written notice of the proposed abatement to all persons owning property where such nuisances exist; advising of an initial inspection fee of \$72.00, increasing to \$278.00 plus abatement fees if such abatement is not completed within 10 days of notice; said notices shall be substantially in the form required by applicable law; and June 10, 2019 at 7:00 PM, or as soon as possible thereafter, at the Council Chambers within Upland City Hall, or such other location as may be designated by the City Council pursuant to applicable law, is hereby fixed as the date, time and place for hearing and considering any and all objections or protests to the proposed removal of such weeds, rubbish and refuse as a charge and lien upon the property suffering such nuisance to exist, and any and all persons having objections to such proposed removal are hereby notified to attend a meeting of the City Council of the City of Upland at the date, time and place as set forth herein, when their objections will be heard and given due consideration. This resolution shall particularly apply to all parcels and streets within the City of Upland's corporate limits as provided by the County of San Bernardino Assessor's official records, which is incorporated herein by this reference and available for review in the City Clerk's Office.

Section 4. 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 28th day of January, 2019.

\_\_\_\_\_  
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 28<sup>th</sup> day of January, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST: \_\_\_\_\_  
Keri Johnson, City Clerk

## Pertinent Local and State Codes – City of Upland

Upland Municipal Code - Chapter 8.12.020 **Maintenance of Property-Nuisances.**

It is a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in this city to maintain such premises in such manner that any of the following conditions are found to exist:

D. **Landscaping**: It shall be unlawful to allow any one or more of the following conditions to exist on improved property:

1. **Vegetation** that is dead, decayed, diseased, dry or hazardous.
2. **Overgrown vegetation** that is likely to harbor such nuisances as rats or vermin, or is in a condition to cause unsightliness.
3. **Lack of landscaping**: Domestic, not wild. Landscaping shall mean health and growing cultivated vegetation common to most residential or commercial property, and/or planned drought-tolerant schemes.
4. **Lack of maintenance** of landscaping: All landscaping shall be maintained in a reasonable manner which shall include, but not be limited to, trimming, weeding, irrigating, fertilizing, mowing, replacing, cleaning, etc.
5. **Weeds** as landscaping **or** areas consisting only of **dirt** when that dirt area is more than twenty-five (25) percent of any portion or area of a front or side yard viewable from the public right-of-way.

### California Government Code:

Title 4, §39560 – Definitions:

**Weeds**: means weeds which when mature bear wingy or downy seeds, which will attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous.

Title 4, §39561.5 Weeds included:

- (a) Weeds which bear seeds of a downy or wingy nature.
- (b) Sagebrush, chaparral, or any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
- (c) Weeds which are otherwise noxious or dangerous. (Includes tall grasses-potential fire hazard).
- (d) Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
- (e) Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.

+

**++ IMPORTANT INFORMATION ++**  
**Weed Abatement Program**  
**PLEASE READ CAREFULLY**

In the interest of public safety, the City of Upland's Weed Abatement program is currently underway. Inspections are being conducted by City Staff, and legal notifications will be mailed by the middle of April to those properties that have an excessive overgrowth of weeds and/or rubbish accumulation. **Those property owners receiving an ANNUAL NOTICE TO ABATE notification will be assessed an initial inspection fee of \$72.00. If there is no compliance within ten (10) days of the notification, a minimum of \$278.00 will be charged plus any abatement fees charged by the city contractor.**

The Upland Municipal Code designates that the following conditions constitute a public nuisance requiring abatement:

***“Weeds” mean vegetation which will attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous, and shall include any of the following:***

- 1. Weeds which bear seeds of a downy or wingy nature;***
- 2. Sagebrush, chaparral and any brush or weed which may attain large growth;***
- 3. Poison oak and poison ivy;***
- 4. Dry grass, stubble, brush, litter or other flammable material.***

***“Rubbish” means and includes, but is not restricted to, all waste or debris such as paper, cardboard, grass, tree or shrub trimmings, rugs, straw, clothing, wood or wood products, crockery, glass, rubber, metal, plastic, construction waste and debris, and other similar materials***

In order to eliminate any potential Weed Abatement action against your property, you should arrange for the removal of all weeds and/or rubbish. It is very important that you inspect your front, rear and side yards, all adjacent parkways (the area between the sidewalk and the curb), and any portion of your property that abuts an alley. It is very common to overlook weeds that “blossom” within the area between your fence and the alley pavement, or within adjacent yard areas at the rear of your property that are visible from the public right-of-way.

**It is also very important that you maintain your property free and clear of weeds and/or rubbish conditions *throughout the year*. This requirement on public and private property is to address both safety and aesthetic issues. If you are not the property owner, please contact or forward this notice to the owner of record. If you have any questions please contact Sheldon Bloomfield, Weed Abatement Coordinator at: (909) 931-4134.**



**DEVELOPMENT SERVICES DEPARTMENT**  
**WEED ABATEMENT**  
Telephone (909) 931-4134  
Facsimile (909) 931-4321

**City Parcels List - Available For Public Viewing in the City Clerk's Office**



# STAFF REPORT

**ITEM NO. 11.C.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** JEANNETTE VAGNOZZI, CITY MANAGER  
KERI JOHNSON, CITY CLERK  
**SUBJECT:** MAYORAL APPOINTMENTS FOR 2019

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## **RECOMMENDED ACTION**

It is recommended that the City Council ratify the Mayoral Appointments for 2019, appointing Council Members and City Representatives to City Council committees and various City and regional committees.

## **GOAL STATEMENT**

The proposed action supports the City's goal to provide representation on City and regional boards and committees.

## **BACKGROUND**

Pursuant to Government Code Section 40605, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees.

## **ISSUES/ANALYSIS**

The City has five standing committees with two members of the City Council serving on each committee. In addition to the standing committees, members of the City Council and other City Representatives also represent the City of Upland by serving on various City and regional committees. Pursuant to the previously referenced code, the Mayor makes appointments to these committees; several of which have terms which expired in December 2018. These new appointments must be ratified by the City Council. The list of appointments is attached.

**FISCAL IMPACTS**

There is no fiscal impact related to this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Mayoral Appointments 2019**

**CITY OF UPLAND  
MAYORAL APPOINTMENTS  
APPOINTMENTS FOR 2019**

(Effective January 2019 - December 2020)  
(Supersedes Appointments ending December 2018)

			Term Expires
Mayor Pro Tem		Janice Elliott	Dec-19
<b><u>Council Committees</u></b>		<b><u>Members</u></b>	
Economic Development Committee	Chairman	Ricky Felix	Dec-20
		Bill Velto	Dec-20
Investments Committee	Chairman	Janice Elliott	Dec-20
		Rudy Zuniga	Dec-20
Police & Fire Committee	Chairman	Rudy Zuniga	Dec-20
		Janice Elliott	Dec-20
Public Works Committee	Chairman	Bill Velto	Dec-20
		Ricky Felix	Dec-20
<b><u>City Committees</u></b>		<b><u>Members</u></b>	
Library Board	Council Representative	Ricky Felix	Dec-20
Sister City		Rudy Zuniga	Dec-20
Water Facility Authority		Debbie Stone	Dec-20
	Alternate	Rudy Zuniga	Dec-20
	Technical Advisory Committee	Rosemary Hoerning	Dec-20
	Alternate	John Robles	Dec-20
<b><u>Regional Committees</u></b>		<b><u>Members</u></b>	
County Solid Waste Task Force		Janice Elliott	Dec-20
	Alternate	Bill Velto	Dec-20

**CITY OF UPLAND  
MAYORAL APPOINTMENTS  
APPOINTMENTS FOR 2019**

Inland Empire Utility Agency	Policy Committee	Debbie Stone	Dec-20
	Alternate	Rudy Zuniga	Dec-20
	Technical Committee	Rosemary Hoerning	Dec-20
	Alternate	Harrison Nguyen	Dec-20
League of California Cities	Legislative Task Force	Ricky Felix	Dec-20
	Staff Member - Legislative Affairs	Staff Person	
OMNITRANS Board Plans and Programs Committee		Debbie Stone	Dec-20
	Alternate	Bill Velto	Dec-20
Pomona Valley Protective Association		Rosemary Hoerning	Term Expires Nov-19
San Antonio Water Company (City provides a slate of candidates and designates a proxy to carry out vote)		Sue Sundell	Apr-19
		Will Elliott	Apr-19
		John Gerardi	Apr-19
		Gino L. Filippi	Apr-21
		Jose Sanchez	Apr-21
		Tom Thomas Bob Cable	Apr-21 Apr-21
SBCTA/SBCOG Board Commuter Rail & Transit Committee Metro Valley Study Session Committee		Debbie Stone	Dec-20
	Alternate	Bill Velto	Dec-20
SCAG - Southern California Association of Governments		Debbie Stone	Dec-20
	Alternate	Janice Elliott	Dec-20
West End Consolidated Water Company (City provides a slate of candidates and designates a proxy to carry out vote)		Ken Willis	Apr-19
		Tom Thomas	Apr-19
		vacant	Apr-21
		Mark Bertone	Apr-21
		Richard Mayo	Apr-21
ONT-IAC (Ontario International Airport-Inter Agency Collaborative (mediation board))		Janice Elliott	Dec-20
West Valley Mosquito and Vector Control District	Board Member	Ricky Felix	Dec-20



## STAFF REPORT

ITEM NO. 11.D.

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** JEANNETTE VAGNOZZI, CITY MANAGER  
KERI JOHNSON, CITY CLERK  
**SUBJECT:** APPOINTMENTS TO COMMITTEES

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### RECOMMENDED ACTION

It is recommended that the City Council ratify the appointments of Mark Bertone and Mark Smith to the Building Appeals Board; Steve Bierbaum, Roger Evans, Shannan Maust, and Brinda Sarathy to the City Council Advisory Committee; Robin Aspinall, Carlos Garcia, Rebecca Monk, and Lisa Nicely to the Community Development Block Grant Committee; Craig Anderson, Paul Bird, John Ickis, and Brigitte James to the Street Tree Advisory Committee; and James Beechin, Mark Bertone, and Mark Walters to the Traffic Safety Advisory Committee.

### GOAL STATEMENT

The proposed action supports the City's goal to provide opportunities for the citizenry to participate in local government through service on various Committees, Commissions, and Boards.

### BACKGROUND

The City currently has five Committees to which each member of the City Council makes an appointment. The Committees are the Building Appeals Board, City Council Advisory Committee, Community Development Block Grant Committee (CDBG), Street Tree Advisory Committee, and the Traffic Safety Committee.

### ISSUES/ANALYSIS

Councilmembers Elliott, Felix, Zuniga, and Velto have selected the following individuals to serve on City Committees:

<u>Committee</u>	<u>Councilmember Elliott</u>	<u>Councilmember Felix</u>	<u>Councilmember Zuniga</u>	<u>Councilmember Velto</u>
Building Appeals	Mark Smith			Mark Bertone
CC Advisory	Shannan Maust	Roger Evans	Steve Bierbaum	Brinda Sarathy
CDBG	Rebecca Monk	Carlos Garcia	Lisa Nicely	Robin Aspinall
Street Tree	Craig Anderson	Paul Bird	John Ickis	Brigitte James
Traffic Safety	James Beechin		Mark Walters	Mark Bertone

The terms of Councilmembers Elliott, Felix and Zuniga's appointments expire December 2022. The term of Councilmember Velto's appointments expire in December 2020.

### FISCAL IMPACTS

There are no fiscal impacts resulting from these appointments.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Applications**



RECEIVED

JAN 18 2017

CITY MANAGER'S OFFICE

# City of Upland

## Public Service Application for Boards, Committees, or Commissions

Name: Craig Anderson

Date: 1-9-17

I want to generally apply for all committees

I am applying specifically for the following:

Street Tree Advisory Committee

When are you available for meeting? (Check all that apply)

Mornings

Afternoons

Evenings

### General Information

Home Address: INFORMATION REDACTED

Home Phone: INFORMATION REDACTED

Email Address: INFORMATION REDACTED

Present Employer: Anderson Arbor  
INFORMATION REDACTED

Business Address: INFORMATION REDACTED

Business Phone: INFORMATION REDACTED

### Activities Information

Professional Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Community Activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Education Information

Bachelor of Science degree from Univ. La Verne.

Member of the International Society of Arboriculture

Member of Western I.S.A.

In 300 words or less, explain reasons for wanting to serve:

I would like to give back my expert experience and knowledge of arbor care to the city of upland. I've practiced proper pruning for more than 40 years and still enjoy the trade. By giving myself back to the community would be a honor to me. My expert knowledge would help to preserve upland's tree, and maintain the health of the city trees.

List three (3) community references:

1. INFORMATION REDACTED Gene Santini
2. Mike Winn - INFORMATION REDACTED  
INFORMATION REDACTED
3. Rod Tapp - INFORMATION REDACTED  
INFORMATION REDACTED

INFORMATION REDACTED

Signature



City of Upland

RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

Public Service Application for Boards, Committees, or Commissions

17 JAN 18 AM 11:23

Name: Robin Aspinall, CPA

Date: 1-16-17

I want to generally apply for all committees

I am applying specifically for the following:

Planning Commission (vacancy)

When are you available for meeting? (Check all that apply) (by appointment)

Mornings

Afternoons

Evenings

General Information

Home Address: INFORMATION REDACTED

Home Phone:           

Email Address:           

Present Employer: Claremont McKenna College

Vice President INFORMATION REDACTED

Business Address:           

Business Phone:           

Cell Phone:           

Activities Information

Professional Activities: Certified Public Accountant;

Member of Nat'l. Assoc. of College & Univ. Business Officers;

Advisory Committee for Emeriti Health Plan; Interim Review Committee for WASC (accreditation agency for higher education)

(Volunteer) Community Activities: Board Member & Chair of Audit Committee at Mount San Antonio Gardens;

Former Treasurer of Scots Athletic Foundation;

Former Treasurer & Auditor for Valencia PTA;

Education Information Former Auditor for Sandimas Women's Golf Club

M.A. in Management - Claremont Graduate University

B.S. in Accounting - Cal Poly Pomona

In 300 words or less, explain reasons for wanting to serve:

I have lived in Upland since graduating from college in 1979, or almost 38 years. I'm in my third house in Upland, and have raised three children who have been educated in Upland schools and played in Upland's organized sports. My husband is a teacher in the Upland Unified School District and we have both served in various capacities as volunteers within the City's sports, church and school organizations for many years. In other words, our family has been immersed in the community and watched it develop into many corners of its boundaries that may not have been envisioned when I purchased my first home here.

I have wanted to get involved in City governance in some capacity, though I haven't been sure of the right fit for my skills and interests. I have been employed by Claremont McKenna College as its Vice President for Business and Administration and Treasurer for almost 15 years and have worked with various committees within the City of Claremont in my role that oversees construction, facilities, sustainability, and master planning (among other things). When I read about the vacancy on Upland's Planning Commission, I thought this could be a good match for the City and for me. I have had the opportunity to observe the Planning Commission through its recent approval of a project for the Claremont University Consortium in the southwest corner of the City on a large parcel shared with the City of Claremont. I know two of the current planning commissioners and think I would be able to complement the team by bringing my financial and planning skills, knowledge, fairness, and community history to the table.

My youngest child is now a senior in college, and I have the time to devote to helping Upland plan its future. Thank you for your consideration in appointing me to this important position.

List three (3) community references:

1. Bill Velto - Current Planning Commissioner  
(Tarbell and Claremont McKenna College relationship)
2. Gary Schwary - Current Planning Commissioner  
(next door neighbor)
3. Jim Floyd - Board Member @ Upland Foothill Little League  
(Chief Investment Officer @ Claremont McKenna College)

(Information redacted where furnished on request.)

Signature



RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

18 DEC -6 AM 10: 18

## City of Upland

### Public Service Application for Boards, Committees, or Commissions

Name: James W. Beechin Date: Dec. 6, 2018

- I want to generally apply for all committees  
 I am applying specifically for the following:

Traffic and Safety Committee

When are you available for meeting? (Check all that apply)

- Mornings  Afternoons  Evenings

#### General Information

Home Address: **INFORMATION REDACTED**

Home Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Present Employer: N/A - Retired

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

#### Activities Information

**Professional Activities:** Member – Orange County Carpenter Association

**Community Activities:** No official capacity with any of our local organizations but I am involved with helping my immediate neighbors.

#### Education Information:

Everett, Massachusetts High School

Four Years Marine Corps

Thirty- Eight Years Superintendent – Commercial Construction Engineering

**In 300 words or less, explain reasons for wanting to serve:**

I have lived in the city of Upland for thirty-six years and it would be a privilege to serve my fellow residents as a member on the Traffic and Safety Committee. Upland is a wonderful city and serving in this capacity would provide me an opportunity to give back to my community.

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**List three (3) community references:**

1. Rob & Heather Cosner

INFORMATION REDACTED

2. Greg Teague

INFORMATION REDACTED

3. James Bradley

INFORMATION REDACTED

INFORMATION REDACTED

 Signature



City of Upland

Public Service Application for Boards, Committees, or Commissions

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UPLAND CITY  
CLERK'S OFFICE

19 JAN 22 AM 8:25

Name: MARK BERTONE

Date: JAN. 21, 2019

- I want to generally apply for all committees
- I am applying specifically for the following:

When are you available for meeting? (Check all that apply)

- Mornings
- Afternoons
- Evenings

General Information

INFORMATION REDACTED

Home Address: \_\_\_\_\_

INFORMATION REDACTED

Home Phone: \_\_\_\_\_

INFORMATION REDACTED

Email Address: \_\_\_\_\_

Present Employer: MADOLE & ASSOCIATES, INC.

INFORMATION REDACTED

Business Address: \_\_\_\_\_

INFORMATION

Business Phone: REDACTED

Activities Information

Professional Activities: President/CEO of a Civil Engineering/Surveying Co.,  
focusing on residential and commercial development within the western  
San Bernardino County Foothill communities.

Community Activities: See attached.

Education Information

CAL POLY POMONA - ARCHITECTURE AND CIVIL ENGINEERING  
STUDIES



## COMMUNITY ACTIVITIES

### MARK BERTONE

- UPLAND FOOTHILL KIWANIS 2003 – 2010
  - PRESIDENT 2009-2010
  - YOUNG CITIZENS AWARDS
  - SCHOLARSHIPS TO UHS SENIORS
  - INSTRUMENTAL IN ESTABLISHING A SUCCESSION PLAN, ENSURING LEADERSHIP CHAIN FOR FOLLOWING 8 -YEARS
- SCHEU FAMILY YMCA BOARD OF DIRECTORS 2004-2006
- SAN ANTONIO COMMUNITY HOSPITAL FOUNDATION BOARD 2006 – 2008
- SAN ANTONIO COMMUNITY HOSPITAL BOARD OF TRUSTEES 2008 – 2014
  - PLANNING COMMITTEE / FINANCE COMMITTEE 2008 – 2011
  - TREASURER 2009
  - VICE-CHAIR BOARD OF TRUSTEES 2010 – 2012
    - CHAIR PLANNING COMMITTEE, FINANCE COMMITTEE, EXECUTIVE COMPENSATION COMMITTEE
    - INSTRUMENTAL MEMBER OF TEAM TO MEET WITH MOODY'S AND STANDARD AND POOR'S TO ACQUIRE AN ATTRACTIVE CREDIT RATING TO SECURE BOND FINANCING TO CONSTRUCT THE NEW TOWER. OUR ROLE WAS TO PRESENT THE VISION OF SAN ANTONIO COMMUNITY HOSPITAL, THE HISTORY OF THE HOSPITAL IN THE REGION, AND THE NEED TO EXPAND TO SERVE THE NEEDS OF THE COMMUNITY.
    - INSTRUMENTAL MEMBER OF TEAM TO HIRE NEW C.E.O. AND C.F.O., BOTH REPLACING LONG TIME, RESPECTED INDIVIDUALS.
  - CHAIRMAN OF THE BOARD 2013-2014
    - LEAD BOARD OF TRUSTEES THROUGH EXPLORATION OF PARTNERSHIPS / ACQUISITION BY LARGER HEALTHCARE SYSTEMS OR REMAIN STAND-ALONE.
    - LEAD BOARD THROUGH THE CONSTRUCTION OF THE NEW TOWER; INCLUDING THE HARDSHIPS OF CONTRACTOR FAILURES / TIME DELAYS AND DELIBERATIONS TO FIRE CONTRACTOR AND THE CONSEQUENCES OF HIRING NEW CONTRACTOR.
- CITY OF UPLAND PLANNING COMMISSION 2009 – 2010
- UPLAND CHAMBER OF COMMERCE BOARD OF DIRECTORS 2010-2013
- CITY OF UPLAND STREET TREE ADVISORY COMMITTEE 2016 – 2018
- MAYOR MUSSER BLUE RIBBON COMMITTEE 2013 - 2014
  - AT THE REQUEST OF MAYOR RAY MUSSER, I CHAIRED A COMMITTEE COMPRISED OF DEVELOPERS, ARCHITECTS, CONTRACTORS AND BUSINESS LEADERS TO DEVELOP RECOMMENDATIONS TO THE CITY COUNCIL AND PLANNING COMMISSION ON HOW TO FIND EFFICIENCIES IN THE COMMUNITY DEVELOPMENT DEPARTMENT AND LAND DEVELOPMENT DIVISION OF PUBLIC WORKS. ITS GOALS WERE:
    - REVIEW THE CURRENT DEVELOPMENT PROCESS AND DEVELOP RECOMMENDATIONS ON HOW TO IMPROVE THE PROCESS
    - ASSIST STAFF IN FINALIZING CHANGES TO THE ZONING CODE TO FACILITATE NEW DEVELOPMENT AND BUSINESSES

## REASONS FOR WANTING TO SERVE

MARK BERTONE

When I began my career at Madole & Associates, Inc. in 1985, I would often find myself spending my lunch hour driving the beautiful streets of Upland and dreaming of someday raising a family here. Since moving to Upland in 2002, I am amazed at the amount of people who were not only raised in Upland, but chose to remain in Upland to raise their own families. It was important to me to get involved in Upland right away. I chose to get involved immediately with the Upland Foothill Kiwanis Club in 2003. I quickly learned that outside of City Hall, there were some real great community volunteers who made things happen in Upland – Bill Landecena, Bill Huff, Al Canestro to name a few. By witnessing the impact they had on the community, I knew I wanted to give back to my new City. I am convinced that Cities need more than dollars and budgets to maintain a certain quality of life – it also needs a sound, stable and giving network of community volunteers to maintain a quality of life its citizens expect.

With the birth of my twins in 2005, the needs of my presence at home grew. Up until 2014, I continued to volunteer with San Antonio Hospital, the Upland Chamber of Commerce, the YMCA, and the City of Upland. In 2014, I was not very good at saying “no” to others and as a result my commitment to my family and their needs suffered. It was then that I chose to step away from many of my community volunteer roles and focused more on my family. Today, with teenagers and their active lives, I have the time to re-engage and serve my community in some capacity. I believe my experience and leadership roles on many Boards and committees allow me to focus on the agenda, form opinions, work collaboratively with colleagues to arrive at the best outcome for the organization and its needs.



# City of Upland

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UPLAND CITY  
CLERK'S OFFICE

18 DEC 31 AM 8:09

## Public Service Application for Boards, Committees, or Commissions

Name: STEVEN A. BIERBAUM

Date: 12/28/18

I want to generally apply for all committees

I am applying specifically for the following:

CITY COUNCIL ADVISORY COMMITTEE (DISTRICT 4 - COUNCIL MEMBER ZUNIGA)

When are you available for meeting? (Check all that apply)

Mornings

Afternoons

Evenings

### General Information

INFORMATION REDACTED

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Present Employer: NONE - RETIRED LOS ANGELES COUNTY FIRE DEPT.

Business Address: N/A

Business Phone: N/A

### Activities Information

Professional Activities: NONE - RETIRED AFTER 34 YRS OF PUBLIC SAFETY SERVICE. I CURRENTLY MANAGE TRANSPORTATION + VOLUNTEERING AT OUR CHILDREN'S SCHOOL. I AM OUR FAMILIES "HOMEMAKER" + "DOMESTIC ASST."

Community Activities: BOARD OF DIRECTORS - UPLAND COALITION OF CONCERNED CITIZENS; ADOPT-A-HIGHWAY CLEAN-UP PROGRAM. FOSTER PROGRAM - FRIENDS OF UPLAND ANIMAL SHELTER

### Education Information

H.S. GRADUATE; POST SECONDARY EDUCATION @ FIRE + POLICE SCIENCE; STATE CERTIFIED HAZ MAT RESPONDER + INSTRUCTOR; URBAN SEARCH + RESCUE RESPONDER + INSTRUCTOR; NATIONAL FIRE ACADEMY INSTRUCTOR

In 300 words or less, explain reasons for wanting to serve:

HAVING BECOME INVOLVED IN THE INTERNAL WORKINGS OF THE CITY OF UPLAND, I HAVE A DEEP SEATED DESIRE TO BE PART OF THE ORGANIZATION, THROUGH A VOLUNTARY PROCESS. MY EMPLOYMENT HISTORY HAS ALWAYS BEEN IN SERVING THE PUBLIC. I FEEL COMPELLED TO GIVE BACK TO THE CITY THAT I AND MY FAMILY LIVE IN.

I WOULD CONSIDER IT AN HONOR TO WORK WITH COUNCIL MEMBER RUDY ZUNIGA; OTHER MEMBERS OF THE CITY COUNCIL TO INCLUDE THEIR ADVISORY COMMITTEE REPRESENTATIVES IN DISCUSSION; IMPLEMENTATION AND FORWARD DIRECTION OF UPLAND

List three (3) community references:

1. COUNCIL MEMBER RUDY ZUNIGA

UPLAND CITY COUNCIL MEMBER

2. DR. JOE GRAY

INFORMATION REDACTED

3. MR. AL PATTON

INFORMATION REDACTED

INFORMATION REDACTED

Signature



City of Upland

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UPLAND CITY  
CLERK'S OFFICE

18 DEC -3 PM 4:04

Public Service Application for Boards, Committees, or Commissions

Name: PAUL BIRD

Date: 12-1-18

I want to generally apply for all committees

I am applying specifically for the following:

STREET TREE COMMITTEE

When are you available for meeting? (Check all that apply)

Mornings

Afternoons

Evenings

General Information

INFORMATION REDACTED

Home Address: \_\_\_\_\_

INFORMATION REDACTED

Home Phone: \_\_\_\_\_

INFORMATION REDACTED

Email Address: \_\_\_\_\_

Present Employer: Bright View Landscape Services Inc.

INFORMATION REDACTED

Business Address: \_\_\_\_\_

INFORMATION REDACTED

Business Phone: \_\_\_\_\_

Activities Information

Professional Activities: National Association Landscape Professional - Certified

Dept. of Pesticide Regulation - Qualified Applicator License

Member of International Society of Arborists

Community Activities: Street Tree Committee 2016-2018

Education Information

Annual continuing education for license certifications.

In 300 words or less, explain reasons for wanting to serve:

I feel that I am able to provide knowledge & experience relevant to the care, preservation, and planting of trees in our urban forest. I love plants. I want to be able to make a positive impact in the city that I love to live in.

List three (3) community references:

1. Richard Smiddele - Upland Public Works

2. Cary Leach - Upland Veterans Memorial

3. Brett Lance - Upland Public Works

INFORMATION REDACTED

Signature 



City of Upland

Public Service Application for Boards, Committees, or Commissions

RECEIVED UPLAND CITY CLERK'S OFFICE

19 JAN 26 AM 8:23

Name: ROGER A. EVANS

Date: 1/22/18

I want to generally apply for all committees

I am applying specifically for the following:

ADVISOR TO THE CITY COUNCIL

When are you available for meeting? (Check all that apply)

Mornings

Afternoons

Evenings

General Information

INFORMATION REDACTED

Home Address:

INFORMATION REDACTED

Home Phone:

INFORMATION REDACTED

Email Address:

Present Employer: SELF

Business Address: SAME

Business Phone: SAME

Activities Information

Professional Activities: FINANCE & INSURANCE

INDEPENDENT CALIFORNIA STATE LICENSED INSURANCE AGENT/BROKER #OK63303;

Community Activities: PREVIOUSLY INVOLVED IN COACHING YOUTH SPORTS; UPLAND RECREATIONAL BASKETBALL; UPLAND AMERICAN L.L. THIRTY YEARS OF CONTINUOUS SERVICE IN LOCAL CHURCH SERVICES ORGANIZATIONS AND COMMUNITY BEAUTIFICATION PROJECTS.

Education Information

- PROFESSIONAL LICENSING AND CONTINUING EDUCATION REQUIREMENTS IN ACCORDANCE WITH THE STATE OF CALIFORNIA
HIGH SCHOOL - SONOMA VALLEY.

In 300 words or less, explain reasons for wanting to serve:

AS A SILENT RESIDENT OF UPLAND FOR THE PAST THIRTY YEARS, I BECAME VERY CONCERNED OVER WHAT APPEARED, FROM TIME TO TIME, TO BE A REAL LACK OF INTEGRITY IN SOME OF THE LEADERSHIP IN OUR CITY. I WANT TO DO ALL I CAN TO HELP RESTORE TRUST BETWEEN OUR ELECTED LEADERSHIP AND THE RESIDENTS OF UPLAND.

SECONDLY, I FEEL UPLAND COULD DO A BETTER JOB OF BEING THE GEM IT SHOULD BE, WITH THE GREAT FORTUNES OF LOCATION WE ENJOY. I AIM TO DO MY BEST TO PROVIDE INSIGHT TO THE COUNCIL AS THEY MAKE IMPORTANT AND OFTEN DIFFICULT DECISIONS. I INTEND TO BE MINDFUL THAT ALL OUR RESIDENTS ARE REPRESENTED; MANY FEEL NEGLECTED AND THAT SHOULD NOT BE.

List three (3) community references:

1. JIM THOMAS INFORMATION REDACTED PERSONAL FRIEND
2. CARY LEACH INFORMATION REDACTED PERSONAL FRIEND
3. RICKY FELIX INFORMATION REDACTED PERSONAL FRIEND

INFORMATION REDACTED

signature 



City of Upland

RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

19 JAN 21 AM 10:29

Public Service Application for Boards, Committees, or Commissions

Name: Carlos A. Garcia

Date: 1/21/19

- I want to generally apply for all committees
- I am applying specifically for the following:  
Community Development Block Grant Committee

When are you available for meeting? (Check all that apply)

- Mornings
- Afternoons
- Evenings

General Information

Home Address: INFORMATION REDACTED

Home Phone: INFORMATION REDACTED

Email Address: INFORMATION REDACTED

Present Employer: F.Y.I. Technologies, Inc.

Business Address: INFORMATION REDACTED

Business Phone: \_\_\_\_\_

Activities Information

Professional Activities: I am currently in the process of getting my teaching credential to continue to help adults. I also have been an instructor providing technical instructions to individuals looking to better themselves

Community Activities: I have been heavily involved in giving back to the community by coaching kids in sports, provide educational workshops for community members, and technical training for the homeless/workforce.

Education Information

I hold a Bachelor's Degree in Information Technology and a Master's Degree in Educational Technology from Pepperdine University.

Currently attending University of San Diego for Teaching Credential.

In 300 words or less, explain reasons for wanting to serve:

I've been a resident of Upland for the past 2 1/2 years and moved my family here to see our son grow up in a great city. I am an individual who believes in giving back and helping our community. I would love to help potential recipients of these grants to help continue to build their vision and make our city stand out. Upland has the opportunity of being one of the best cities locally in the area. This will happen by helping our community grow and supporting individuals/businesses to fulfill their great vision. I am confident that by working together in this community and committee we will create a collaborative and successful community. I appreciate the opportunity to apply and I am grateful for the consideration

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List three (3) community references:

1. John Reed \_\_\_\_\_  
\_\_\_\_\_
2. Paul Vargas \_\_\_\_\_  
\_\_\_\_\_
3. Ricky Felix \_\_\_\_\_  
\_\_\_\_\_

INFORMATION REDACTED

Signature \_\_\_\_\_



RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

18 MAY 10 PM 4:49

City of Upland  
Public Service Application  
(Boards, Committees, or Commissions)

Name: John Ickis Date: 5/1/2018

I want to generally apply for all committees

I am applying specifically for the following:

Street Tree Advisory Committee or Traffic Safety Advisory Committee

When are you available for meeting? (Check all that apply)

Mornings

Afternoons

Evenings

**General Information**

Home Address: INFORMATION REDACTED

Home Phone: INFORMATION REDACTED

Email Address: INFORMATION REDACTED

Present Employer: County of Los Angeles

Business Address: INFORMATION REDACTED

Business Phone: INFORMATION REDACTED

**Activities Information**

Professional Activities: Member of Institute of Transportation Engineers

Community Activities: Attend STAC & City Council meeting routinely. Participate in online discussions about our city. Attend community meetings when available.

**Education Information**

M.S. Civil Engineering Cal Poly Pomona

B.S. Civil Engineering Cal Poly Pomona

In 300 words or less, explain reasons for wanting to serve:

I have been actively involved in tree related issues in our city since 2013. I cherish our urban forest and would like to serve on this committee so that I can offer my certification as an arborist to benefit my community. The urban forest in Upland could benefit from more participation from experienced arborists to assist in important decisions that affect our residents.

For traffic safety I work as a licensed Civil Engineer in the Traffic and Lighting Division of Public Works - LA County. This work experience will help benefit the community because I am familiar with many of the major issues this committee hears. I can use my experience with traffic control devices to help save lives in the city of Upland.

In either role I am eager to help this city become a better place to live. Go Upland!

List three (3) community references:

1. Janice Elliot - City Councilperson  
INFORMATION REDACTED
2. Vera Evzendooran - local Realtor and resident  
INFORMATION REDACTED
3. Richard Smiderle - City employee & resident  
INFORMATION REDACTED

INFORMATION REDACTED

Signature 



City of Upland

Public Service Application for Boards, Committees, or Commissions

RECEIVED UPLAND CITY CLERK'S OFFICE 19 JAN 24 AM 10:19

Name: Brigitte James

Date: 01/23/2019

- I want to generally apply for all committees
I am applying specifically for the following: Street Tree Advisory Committee

When are you available for meeting? (Check all that apply)

- Mornings Afternoons Evenings

General Information

INFORMATION REDACTED

Home Address:

INFORMATION REDACTED

Home Phone:

INFORMATION REDACTED

Email Address:

Present Employer: N/A retired

Business Address: N/A

Business Phone: N/A

Activities Information

Professional Activities: Retired

Community Activities: CDBG committee 2017/2018 & 2018/2019. Classroom volunteer in elementary public school as well as library and PTA fundraiser activites/events. School Site Council 2017/2018-2018/2019 school years.

Education Information

BA from UC Berkeley, BSN from Cal State University San Bernardino,

PHN (public health nurse). Certificiate in Case Management and

Utilization Review.

In 300 words or less, explain reasons for wanting to serve:

My husband and I chose Upland to lay down our roots and raise our child. I love and care very much about the community I live in from District 1 to District 4. I want to make life better here for everyone no matter what district they live in. I support and represent all walks of life both present/future from those in the top tier to those working hard everyday but may be struggling. My professional background as an RN with decades of healthcare experience from inpatient/outpatient pharmacy to patient care to operating room to case management/utilization review that uses scientific-based standards of care, have given me the critical thinking skills necessary to support the city in its endeavor to make sure Upland is a sustainable, forward thinking community minded city. I would love to be on this committee and would like this application to serve for all committee vacancy availabilities.

List three (3) community references:

1. Julie Bridge

INFORMATION REDACTED

2. Linda Trawnik

INFORMATION REDACTED

3. Eric Gavin

INFORMATION REDACTED

INFORMATION REDACTED

Signature



City of Upland

RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

18 APR 20 10:16 PM

Public Service Application for Boards, Committees, or Commissions

Name: Shannan Maust

Date: 5/01/2018

- I want to generally apply for all committees
- I am applying specifically for the following:  
City Council Advisory Committee

When are you available for meeting? (Check all that apply)

- Mornings
- Afternoons
- Evenings

General Information

INFORMATION REDACTED

Home Address: \_\_\_\_\_

INFORMATION REDACTED

Home Phone: \_\_\_\_\_

INFORMATION REDACTED

Email Address: \_\_\_\_\_

Present Employer: self employed

Business Address: \_\_\_\_\_

INFORMATION REDACTED

Business Phone: \_\_\_\_\_

Activities Information

Professional Activities: Husband and I own an investigations business.

Community Activities: "Say No to Panhandling" program-

Pacific Christian Hunger Relief Sale (21 years)-

PTA - UHS Theatre Booster Club Fundraising Chair

Education Information

Cal State San Bernardino Business Degree (1992)

Upland High School (1986)

In 300 words or less, explain reasons for wanting to serve:

I enjoy attending City Council meetings and learning the design of our local government. For years I have been involved in PTA, church activities and started the UHS Theatre Booster Club. Both my husband and I were born, raised and proud Uplander's. I want to expand my gift of service into our community by serving on the City Council Advisory Committee to support our city. I have attended various Upland City Hall committee meetings, including the Advisory Committee and have the desire to serve in the decision making process for our community. Currently, I'm working with Carol Timm on the "Say No to Panhandling" committee. By volunteering on this committee, my responsibility is working with property managers and building owners on approving public works signs. Part of this plan is developing a Business Watch program with Upland Police Department. I appreciate the consideration to serve our community.

List three (3) community references:

1. Carol Timm
2. Pastor Sue Hur
3. Patricia Almazan

INFORMATION REDACTED

Signature



City of Upland

RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

Public Service Application for Boards, Committees, or Commissions

18 DEC 20 AM 10:36

Name: REBECCA MONK

Date: 12/19/2018

- I want to generally apply for all committees
- I am applying specifically for the following:  
COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE

When are you available for meeting? (Check all that apply)

- Mornings
- Afternoons
- Evenings

General Information

INFORMATION REDACTED

Home Address: INFORMATION REDACTED

Home Phone: INFORMATION REDACTED

Email Address:

Present Employer: RETIRED

Business Address:

Business Phone:

Activities Information

Professional Activities: RETIRED CTA, CALRTA

\_\_\_\_\_

\_\_\_\_\_

Community Activities: \_\_\_\_\_

\_\_\_\_\_

Education Information

MASTERS OF EDUCATION

BACHELOR OF ARTS, LIBERAL STUDIES

ASSOCIATE OF ARTS



In 300 words or less, explain reasons for wanting to serve:

I have been a resident of Upland for 31 years. I am a retired teacher with 32 years of experience. During those 32 years of teaching I served on and chaired a variety of committees and councils. I have a great deal of experience in working with committees to achieve common goals. I have a great deal to offer and would like to give back to my community, the City of Upland and its residents. I feel I am qualified based on my experience and residency.

List three (3) community references:

1. Troy Monk

2. Jorge & Hortencia Gurtierrez

3. Janice Elliott

INFORMATION REDACTED

Signature



In 300 words or less, explain reasons for wanting to serve:

It is important all the eligible residents are aware this program is available and have the opportunity to apply. I believe I have the experience and background to market and evaluate applicants for this program.

List three (3) community references:

1. Art Porvis, Downtown business owner (Porvis Gallery) 10+ yrs
2. Lisa Manforte, Founder of city Military Banner program 20+ yrs.
3. Gary Hester, Diane Hester, City Volunteers of the year 2018. 15+ yrs.

INFORMATION REDACTED

Signature "





City of Upland

RECEIVED UPLAND CITY CLERK'S OFFICE

Public Service Application for Boards, Committees, or Commissions

Name: Brinda Sarathy

Date: 1/19/2019

- I want to generally apply for all committees
I am applying specifically for the following: Citizens Advisory Committee; Planning Commission

When are you available for meeting? (Check all that apply)

- Mornings
Afternoons
Evenings

General Information

Home Address: INFORMATION REDACTED
Home Phone: REDACTED INFORMATION REDACTED
Email Address:
Present Employer: Pitzer College INFORMATION REDACTED
Business Address: INFORMATION REDACTED
Business Phone: REDACTED

Activities Information

Professional Activities: Professor of Environmental Analysis, Pitzer College
Director, Robert Redford Conservancy for Southern CA Sustainability
Faculty Executive Committee, American Society of Environmental History
Community Activities: Founding member of a community group to ensure that Upland is inclusive of all its residents; engaged citizen; environmental justice advocate; community educator

Education Information

Ph. D. 2006, UC Berkeley, Environmental Science, Policy & Management
M.A., 2002, UC Berkeley, Env. Science, Policy & Management;
B.A., 1997, McGill University (Montreal, Canada), Int'l Devt & Env. Studies

In 300 words or less, explain reasons for wanting to serve:

I am a relative newcomer to Upland politics but have found that I am  
passionate about engaging this community and being a critical  
voice of reason and advocate for evidence based and process-  
oriented and decision-making. My first foray into the  
Upland "fray" was earlier in 2018, when I was one of the few members of  
public to speak in favor of raised water rates. While this was a clearly  
unpopular decision (who ever wants to pay more?), I thought it important  
to share my expertise around water issues, the science on climate change  
and the need to plan for the long term, especially with regard to public  
works infrastructure. I continue to believe that Upland could do  
more to model conservation oriented practices. I have also been  
dismayed by the divisive and often hateful communication on Upland  
social media and want to model alternative ways of engaging.

List three (3) community references:

1. Hydee Hall

INFORMATION  
REDACTED

2. Karen May

INFORMATION  
REDACTED

3. Irmalinda Osuna

INFORMATION  
REDACTED

INFORMATION REDACTED

Signature



City of Upland

RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

Public Service Application for Boards, Committees, or Commissions

Name: Mark Smith

Date: 12/27/2018

- I want to generally apply for all committees
- I am applying specifically for the following:  
Building Appeals Board

When are you available for meeting? (Check all that apply)

- Mornings
- Afternoons
- Evenings

General Information

INFORMATION REDACTED

Home Address: INFORMATION REDACTED

Home Phone: INFORMATION REDACTED

Email Address:

Present Employer: Retired/ Construction Superintendent

Business Address: N/A

Business Phone: N/A

Activities Information

Professional Activities: 30 years service in Southwest Carpenters Union

Community Activities: Coach: Upland American/ National Little League- 10yrs

Coach: Upland AYSO Region 32- 8yrs

Education Information

Auburn Community College

Auburn, New York / No degree earned

In 300 words or less, explain reasons for wanting to serve:

In my 30+ years of employment in the construction industry as a carpenter and superintendent, focusing primarily on school and large commercial projects, I had the opportunity to work in conjunction with owners, architects, structural engineers and California Department of State (DSA) inspectors. I also had the unique opportunity to work alongside Walt Disney Company engineers (Imagineers) for three (3) years during the construction of the Disneyland California Adventures Theme Park, in Anaheim Ca. The Theme Park project enabled me to become particularly educated in the use of many "non-standard" means, methods, and materials that were required by the "Imagineers" to transform their "stories" into structurally sound attractions for park visitors while maintaining the strict design visions of the Disney Corporation. I feel my experience would benefit the community as a member of this board.

List three (3) community references:

1. Janice Elliott, City of Upland Council Member

INFORMATION REDACTED

2. Aaron Lynn, Upland resident

INFORMATION REDACTED

3. Bob Russi, City of LaVerne/ City Manager

INFORMATION REDACTED

INFORMATION REDACTED

Signature



City of Upland

Public Service Application for Boards, Committees, or Commissions

RECEIVED  
UPLAND CITY  
CLERK'S OFFICE

18 DEC -6 AM 10:18

Name: MARK T. WALTERS

Date: 12/05/18

I want to generally apply for all committees

I am applying specifically for the following:

TRAFFIC SAFETY ADVISORY COMMITTEE

When are you available for meeting? (Check all that apply)

Mornings

Afternoons

Evenings

General Information

Home Address: INFORMATION REDACTED

Home Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Present Employer: RETIRED (CURRENTLY VOLUNTEERING WITH AMERICAN RED CROSS)

Business Address: N/A

Business Phone: N/A

Activities Information

Professional Activities: 25 YEARS LAW ENFORCEMENT EXPERIENCE,  
7 YEARS ASSIGNED TO TRAFFIC BUREAU, ADVANCED FATAL  
COLLISION INVESTIGATION, TRAFFIC SIGNAL REPAIR KNOWLEDGE.

Community Activities: ASSISTED UPLAND ENGINEER ENAYAT KHUYANI  
WITH RAISED ISLAND AND STREET MARKINGS ON 16<sup>TH</sup>  
AND FERNBROOK TO REDUCE TRAFFIC COLLISIONS.

Education Information

RECEIVED A.A. DEGREE IN CRIMINAL JUSTICE AT CITRUS  
COLLEGE IN 1989. GRADUATED LOS ALTOS HIGH SCHOOL  
IN HACIENDA HEIGHTS IN 1973.

In 300 words or less, explain reasons for wanting to serve:

HAVING LIVED IN THE CITY OF UPLAND FOR ONLY 4 YEARS, AND BEING RETIRED, IT AFFORDS ME THE ABILITY TO HELP WITH TRAFFIC AND SAFETY ISSUES, IN ORDER TO HELP THE FLOW OF TRAFFIC. I WAS ALSO ACTIVE IN THE CITY OF AZUSA WORKING IN CONJUNCTION WITH OUR PLANNING COMMISSION, WORKING WITH TRAFFIC FLOW, ALONG WITH TRAFFIC INGRESS AND EGRESS AT CONSTRUCTION SITES.

I ALSO HAVE A WORKING KNOWLEDGE WITH TRAFFIC SIGNAL GUIDANCE, WITH PHASING TO ALLOW BETTER TRAFFIC FLOW.

WITH MY KNOWLEDGE, I WOULD LIKE TO BE PART OF THE SOLUTION TO MAKE UPLAND GREAT!

List three (3) community references:

1. SCOTT YOFFE (RETIRED UPLAND POLICE OFFICER)  
INFORMATION REDACTED
2. KEVIN CUSHMAN (RETIRED UPLAND POLICE SERGEANT)  
INFORMATION REDACTED
3. STEVE HUNT (CURRENT AZUSA CHIEF OF POLICE AND UPLAND RESIDENT)  
INFORMATION REDACTED

INFORMATION REDACTED

Signature



## STAFF REPORT

**ITEM NO. 11.E.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, PUBLIC WORKS DIRECTOR  
PONCE YAMBOT, PRINCIPAL ENGINEER  
**SUBJECT:** APPROVAL OF TRACT MAP 20117 BY WATT COMMUNITIES  
HIGHLINE, LLC (GENERALLY LOCATED AT THE NORTHEAST  
CORNER OF CAMPUS AVENUE AND COLONIES PARKWAY)

---

### RECOMMENDED ACTION

It is recommended that the City Council approve Final Tract Map 20117 and authorize the City Manager to execute the Subdivision Improvement Agreements with Watt Communities Highline, LLC. It is further recommended that the City Council accept the Faithful Performance Bond in the amount of \$252,000 and Labor and Materials Bond in the amount of \$126,000; and authorize recordation of the Final Map.

### GOAL STATEMENT

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

### BACKGROUND

Tentative Tract Map (TPM) No. 20117 is a proposal to develop 48 attached residential condominium townhome units on a 3.05 acre site. The project site is located generally at the northeast corner of Campus Avenue and Colonies Parkway within Planning Area 22 of the Colonies at San Antonio Specific Plan (Colonies Specific Plan). The Planning Commission conditionally approved the TPM at its January 24, 2018 meeting per Resolution No. 4874.

### ISSUES/ANALYSIS

Improvement plans were prepared and approved in order to proceed with needed construction in compliance to the project's conditions of approval. Final map is also determined to be

technically correct and is herewith submitted with the subdivision improvement agreement with the corresponding bonds to ensure completion.

**FISCAL IMPACTS**

The proposed action does not have fiscal impact.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**LOCATION MAP**

**Final Map\_20117**

**Subdivision Improvement Agreement**

**Performance Bond\_20117**

**Labor & Materials Bond\_20117**

### LOCATION MAP



TRACT MAP 2017



# TRACT NO. 20117

BEING A SUBDIVISION OF LETTERED LOT C OF TRACT NO. 16198-1 AS PER MAP FILED IN BOOK 298, PAGES 43 THROUGH 55, TOGETHER WITH A PORTION OF REMAINDER PARCEL OF TRACT NO. 16198-2 AS PER MAP FILED IN BOOK 324, PAGES 77 THROUGH 79, BOTH INCLUSIVE OF MAPS, AND AS AMENDED BY CERTIFICATES OF CORRECTION RECORDED APRIL 24, 2007, AS INSTRUMENT NOS. 2007-0249341 AND 2007-0249342, BOTH OF OFFICIAL RECORDS.

## FOR CONDOMINIUM PURPOSES

DRG ENGINEERING, INC.  
JAKE W. LAPPERT, PLS 9303  
DATE OF SURVEY: FEBRUARY, 2018

### OWNER'S STATEMENT

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

WE HEREBY DEDICATE TO THE CITY OF UPLAND THE EASEMENT FOR WATER, SEWER, PUBLIC UTILITY PURPOSES, EMERGENCY VEHICLE INGRESS AND EGRESS AND PUBLIC SECURITY INGRESS AND EGRESS AS SHOWN HEREON.

WATT COMMUNITIES AT HIGHLINE LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SJB

NAME: Sean Leary

ITS: Asst. Vice President

### NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Los Angeles

ON December 5, 2018 BEFORE ME, Saudi Tamara Molina, A NOTARY PUBLIC, PERSONALLY APPEARED Sean Leary, 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/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: [Signature]

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY

Saudi Tamara Molina  
(NAME PRINTED)

MY COMMISSION EXPIRES March 16, 2019  
MY COMMISSION NUMBER 1454 PLS

### NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California

COUNTY OF Los Angeles

ON December 5, 2018 BEFORE ME, Hana Kim, A NOTARY PUBLIC, PERSONALLY APPEARED Sean Leary, 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/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: [Signature]

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY

Hana Kim  
(NAME PRINTED)

MY COMMISSION EXPIRES Oct 7, 2022  
MY COMMISSION NUMBER 22 61660

### 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 OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$ \_\_\_\_\_

DATED: \_\_\_\_\_ 20\_\_

OSCAR VALDEZ,  
COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
COUNTY OF SAN BERNARDINO

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

### BOARD OF SUPERVISOR'S 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 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

DATED: \_\_\_\_\_

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

### CITY PLANNING COMMISSION CERTIFICATE

I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THE ANNEXED MAP, IS IN ACCORDANCE WITH THE TENTATIVE MAP APPROVED 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\_\_

JEFF ZWACK  
SECRETARY OF THE PLANNING COMMISSION  
CITY OF UPLAND, CALIFORNIA

DATED: \_\_\_\_\_

### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF UPLAND BY A 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 CITY STANDARDS, AND FOUND THIS MAP TO BE CONSISTENT WITH THE APPLICABLE GENERAL OR SPECIFIC PLANS OF THE CITY OF UPLAND.

JEANNETTE VAGNOZZI  
CITY CLERK  
CITY OF UPLAND, CALIFORNIA

DATE \_\_\_\_\_

### BENEFICIARY

ZB, N.A., DBA CALIFORNIA BANK & TRUST, BENEFICIARY UNDER A DEED OF TRUST RECORDED MARCH 12, 2018 AS DOCUMENT NO. 2018-0086057, OF OFFICIAL RECORDS.

BY: Meredith Moncrief

PRINT NAME: Meredith Moncrief

PRINT TITLE: Vice President

### 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 OF THE STATE OF CALIFORNIA AND LOCAL ORDINANCE AT THE REQUEST OF WATT COMMUNITIES AT HIGHLINE LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FEBRUARY 2018. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 12 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 11-26-2018

[Signature]  
JAKE W. LAPPERT  
P.L.S. 9303, EXP. 09-30-2020



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION AS SHOWN HEREON 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 CODES HAVE BEEN COMPLIED WITH.

ROSEMARY HOERNING  
DIRECTOR OF PUBLIC WORKS  
CITY OF UPLAND  
R.C.E. 44768, EXPIRES 03/31/2020

DATE \_\_\_\_\_



I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

[Signature]  
MICHAEL P. THORNTON,  
P.L.S. 8887, EXPIRES 09/30/2020

12/12/18

DATE \_\_\_\_\_



### SIGNATURE OMISSION

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURE HAS BEEN OMITTED:

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF A NON-PLOTTABLE EASEMENT FOR PUBLIC UTILITIES BY DOCUMENT RECORDED SEPTEMBER 14, 2018 AS DOCUMENT NO. 2018-0340118 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NO. \_\_\_\_\_ AT \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF TRACT MAPS AT PAGE \_\_\_\_\_ AT THE REQUEST OF FIDELITY NATIONAL TITLE INSURANCE COMPANY IN THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER-CLERK  
COUNTY OF SAN BERNARDINO

DEPUTY RECORDER

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

# TRACT NO. 20117

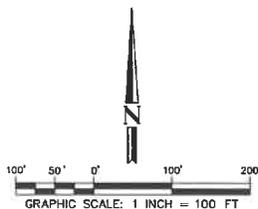
BEING A SUBDIVISION OF LETTERED LOT C OF TRACT NO. 16198-1 AS PER MAP FILED IN BOOK 296, PAGES 43 THROUGH 55, TOGETHER WITH A PORTION OF REMAINDER PARCEL OF TRACT NO. 16198-2 AS PER MAP FILED IN BOOK 324, PAGES 77 THROUGH 79, BOTH INCLUSIVE OF MAPS, AND AS AMENDED BY CERTIFICATES OF CORRECTION RECORDED APRIL 24, 2007 AS INSTRUMENT NOS. 2007-0249341 AND 2007-0249342, BOTH OF OFFICIAL RECORDS.

FOR CONDOMINIUM PURPOSES

DRC ENGINEERING, INC.  
JAKE W. LAPPERT, PLS 9303  
DATE OF SURVEY: FEBRUARY, 2018

## BOUNDARY CONTROL

SHEET 2 OF 3 SHEETS



### BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF CAMPUS AVENUE AS SHOWN ON TRACT NO. 16198-1 AS PER MAP FILED IN BOOK 296, PAGES 43 THROUGH 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING NORTH 62°24'56" EAST.

### DATUM STATEMENT

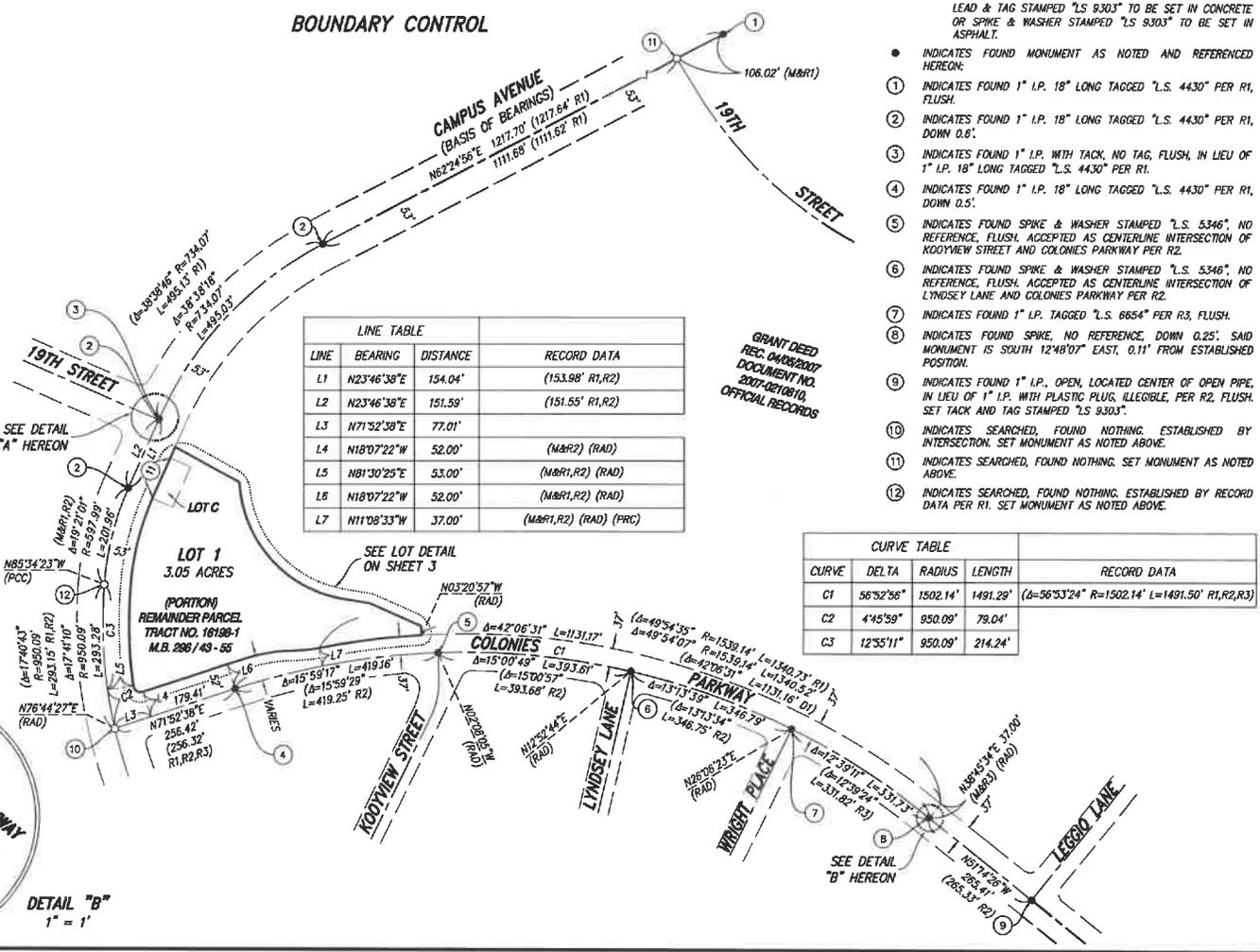
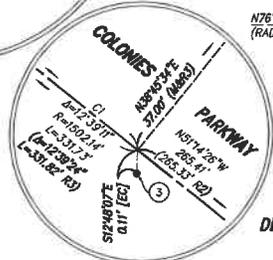
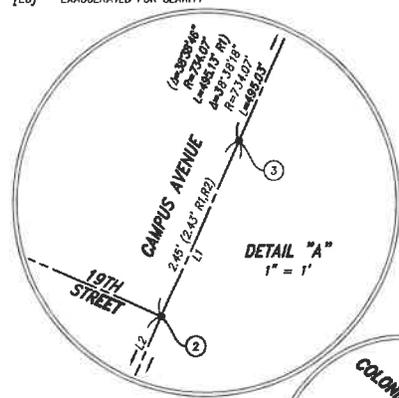
ALL MEASURED DISTANCES SHOWN ON THIS MAP ARE GROUND AND ALL RECORD DISTANCES SHOWN ARE GROUND DISTANCES (CONVERTED FROM GRID DISTANCES AS SHOWN ON THE RECORD MAPS), TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES SHOWN BY 1.000091748417 (COMBINATION FACTOR).

### REFERENCES

- D1 GRANT DEED RECORDED APRIL 05, 2007 AS DOCUMENT NO. 2007-0210810, OF OFFICIAL RECORDS.
- R1 TRACT NO. 16198-1 AS PER MAP FILED IN BOOK 296, PAGES 43 THROUGH 55 OF MAPS.
- R2 TRACT NO. 18920 AS PER MAP FILED IN BOOK 338, PAGES 100 THROUGH 107 OF MAPS.
- R3 TRACT NO. 16204 AS PER MAP FILED IN BOOK 304, PAGES 97 THROUGH 100, OF MAPS.
- (...) INDICATES RECORD DATA OR CALCULATED FROM RECORD DATA AS NOTED.
- M&R INDICATES MEASURE DATA AND RECORD DATA ARE THE SAME.
- [EC] EXAGGERATED FOR CLARITY

### MONUMENT NOTES

- INDICATES MONUMENT TO BE SET AS DESCRIBED BELOW:
  - 2" IRON PIPE TAGGED "L.S. 9303" TO BE SET IN DIRT OR LEAD & TAG STAMPED "L.S. 9303" TO BE SET IN CONCRETE OR SPIKE & WASHER STAMPED "L.S. 9303" TO BE SET IN ASPHALT.
- INDICATES FOUND MONUMENT AS NOTED AND REFERENCED HEREON:
  - ① INDICATES FOUND 1" I.P. 18" LONG TAGGED "L.S. 4430" PER R1, FLUSH.
  - ② INDICATES FOUND 1" I.P. 18" LONG TAGGED "L.S. 4430" PER R1, DOWN 0.6'.
  - ③ INDICATES FOUND 1" I.P. WITH TACK, NO TAG, FLUSH, IN LIEU OF 1" I.P. 18" LONG TAGGED "L.S. 4430" PER R1.
  - ④ INDICATES FOUND 1" I.P. 18" LONG TAGGED "L.S. 4430" PER R1, DOWN 0.5'.
  - ⑤ INDICATES FOUND SPIKE & WASHER STAMPED "L.S. 5346", NO REFERENCE, FLUSH, ACCEPTED AS CENTERLINE INTERSECTION OF KOOYVIEW STREET AND COLONIES PARKWAY PER R2.
  - ⑥ INDICATES FOUND SPIKE & WASHER STAMPED "L.S. 5346", NO REFERENCE, FLUSH, ACCEPTED AS CENTERLINE INTERSECTION OF LYNDESE LANE AND COLONIES PARKWAY PER R2.
  - ⑦ INDICATES FOUND 1" I.P. TAGGED "L.S. 6654" PER R3, FLUSH.
  - ⑧ INDICATES FOUND SPIKE, NO REFERENCE, DOWN 0.25'. SAID MONUMENT IS SOUTH 12°48'07" EAST, 0.11' FROM ESTABLISHED POSITION.
  - ⑨ INDICATES FOUND 1" I.P., OPEN, LOCATED CENTER OF OPEN PIPE, IN LIEU OF 1" I.P. WITH PLASTIC PLUS, ILLEGIBLE, PER R2, FLUSH, SET TACK AND TAG STAMPED "L.S. 9303".
  - ⑩ INDICATES SEARCHED, FOUND NOTHING, ESTABLISHED BY INTERSECTION, SET MONUMENT AS NOTED ABOVE.
  - ⑪ INDICATES SEARCHED, FOUND NOTHING, SET MONUMENT AS NOTED ABOVE.
  - ⑫ INDICATES SEARCHED, FOUND NOTHING, ESTABLISHED BY RECORD DATA PER R1, SET MONUMENT AS NOTED ABOVE.



LINE	BEARING	DISTANCE	RECORD DATA
L1	N23°46'38"E	154.04'	(153.98' R1,R2)
L2	N23°46'38"E	151.59'	(151.55' R1,R2)
L3	N71°32'38"E	77.01'	
L4	N18°07'22"W	52.00'	(M&R2) (RAD)
L5	N81°30'25"E	53.00'	(M&R1,R2) (RAD)
L6	N18°07'22"W	52.00'	(M&R1,R2) (RAD)
L7	N11°08'33"W	37.00'	(M&R1,R2) (RAD) (PRC)

CURVE	DELTA	RADIUS	LENGTH	RECORD DATA
C1	56°32'58"	1502.14'	1491.29'	(Δ=56°33'24" R=1502.14' L=1491.50' R1,R2,R3)
C2	4°45'59"	950.09'	79.04'	
C3	12°35'11"	950.09'	214.24'	

GRANT DEED REC. 04/05/2007 DOCUMENT NO. 2007-0210810, OFFICIAL RECORDS

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

# TRACT NO. 20117

BEING A SUBDIVISION OF LETTERED LOT C OF TRACT NO. 16198-1 AS PER MAP FILED IN BOOK 296, PAGES 43 THROUGH 55, TOGETHER WITH A PORTION OF REMAINDER PARCEL OF TRACT NO. 16198-2 AS PER MAP FILED IN BOOK 324, PAGES 77 THROUGH 79, BOTH INCLUSIVE OF MAPS, AND AS AMENDED BY CERTIFICATES OF CORRECTION RECORDED APRIL 24, 2007 AS INSTRUMENT NOS. 2007-0249341 AND 2007-0249342, BOTH OF OFFICIAL RECORDS.

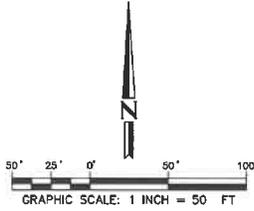
FOR CONDOMINIUM PURPOSES

DRC ENGINEERING, INC.

JAKE W. LAPPERT, PLS 9303

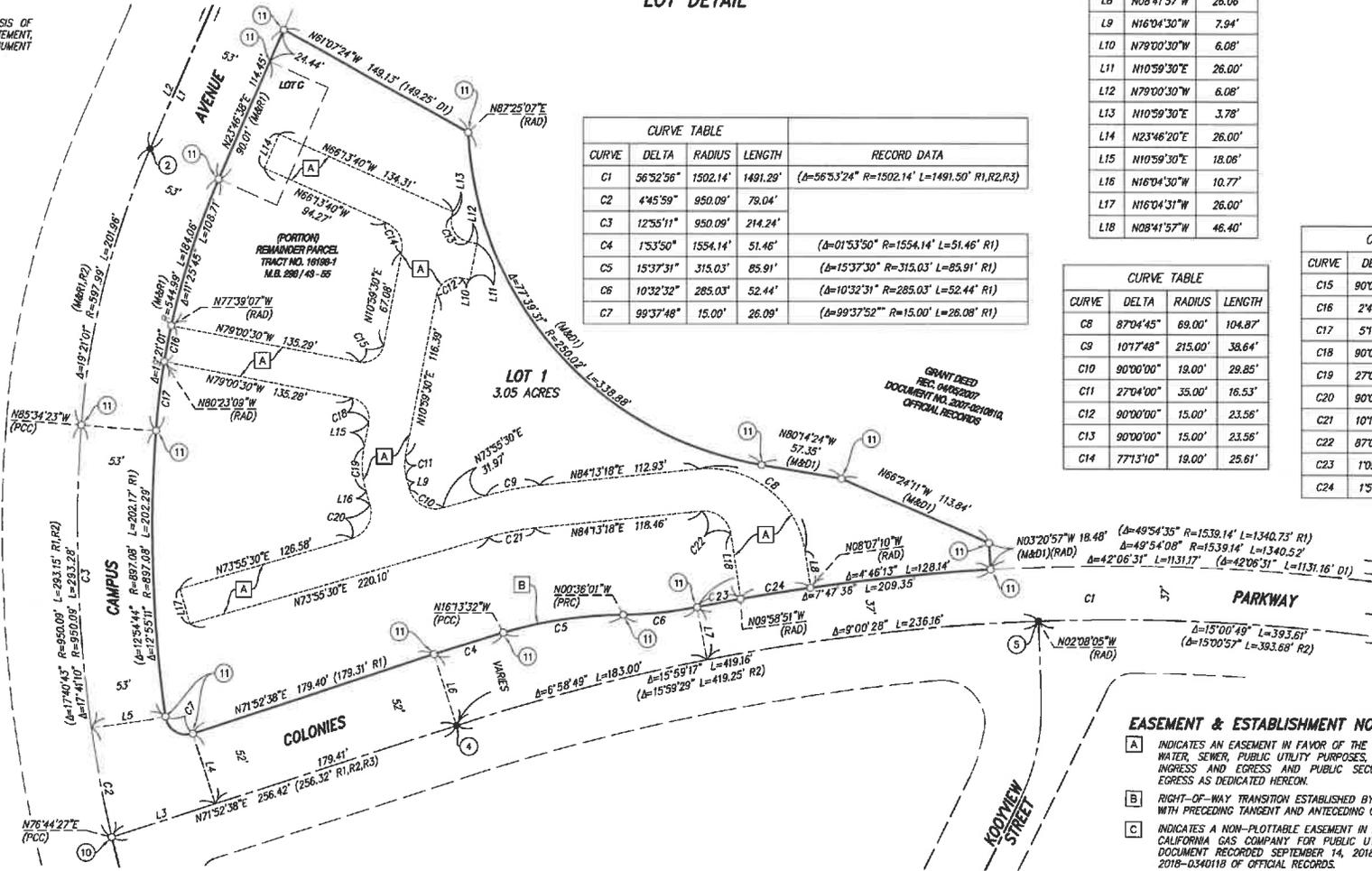
DATE OF SURVEY: FEBRUARY, 2018

LOT DETAIL



**NOTE**

SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, REFERENCES AND MONUMENT NOTES



CURVE	DELTA	RADIUS	LENGTH	RECORD DATA
C1	56°52'56"	1502.14'	1491.29'	(Δ=56°53'24" R=1502.14' L=1491.50' R1,R2,R3)
C2	4°45'59"	950.09'	79.04'	
C3	12°55'11"	950.09'	214.24'	
C4	1°53'50"	1554.14'	51.46'	(Δ=01°53'50" R=1554.14' L=51.46' R1)
C5	15°37'31"	315.03'	85.91'	(Δ=15°37'30" R=315.03' L=85.91' R1)
C6	10°32'32"	285.03'	52.44'	(Δ=10°32'31" R=285.03' L=52.44' R1)
C7	99°37'48"	15.00'	26.09'	(Δ=99°37'52" R=15.00' L=26.08' R1)

CURVE	DELTA	RADIUS	LENGTH
C8	87°04'45"	69.00'	104.87'
C9	107°7'48"	215.00'	38.64'
C10	90°00'00"	19.00'	29.85'
C11	27°04'00"	35.00'	16.53'
C12	90°00'00"	15.00'	23.56'
C13	90°00'00"	15.00'	23.56'
C14	77°13'10"	19.00'	25.61'

CURVE	DELTA	RADIUS	LENGTH
C15	90°00'00"	15.00'	23.56'
C16	2°44'02"	544.99'	26.00'
C17	51°11'16"	544.99'	49.34'
C18	90°00'00"	15.00'	23.56'
C19	27°04'00"	65.00'	30.71'
C20	90°00'00"	19.00'	29.85'
C21	101°7'48"	185.00'	33.25'
C22	87°04'45"	19.00'	28.88'
C23	109°42'	1539.14'	31.21'
C24	1°51'41"	1539.14'	50.00'

LINE	BEARING	DISTANCE	RECORD DATA
L1	N23°46'38"E	154.04'	(153.98' R1,R2)
L2	N23°46'38"E	151.59'	(151.55' R1,R2)
L3	N71°52'38"E	77.01'	
L4	N18°07'22"W	52.00'	(M&R2) (RAD)
L5	N81°30'25"E	53.00'	(M&R1,R2) (RAD)
L6	N18°07'22"W	52.00'	(M&R1,R2) (RAD)
L7	N11°08'33"W	37.00'	(M&R1,R2) (RAD) (PRC)
L8	N08°41'57"W	26.06'	
L9	N16°04'30"W	7.94'	
L10	N79°00'30"W	6.08'	
L11	N10°59'30"E	26.00'	
L12	N79°00'30"W	6.08'	
L13	N10°59'30"E	3.78'	
L14	N23°46'20"E	26.00'	
L15	N10°59'30"E	18.06'	
L16	N16°04'30"W	10.77'	
L17	N16°04'31"W	26.00'	
L18	N08°41'57"W	46.40'	

**EASEMENT & ESTABLISHMENT NOTES**

- A** INDICATES AN EASEMENT IN FAVOR OF THE CITY OF UPLAND FOR WATER, SEWER, PUBLIC UTILITY PURPOSES, EMERGENCY VEHICLE INGRESS AND EGRESS AND PUBLIC SECURITY INGRESS AND EGRESS AS DEDICATED HEREON.
- B** RIGHT-OF-WAY TRANSITION ESTABLISHED BY HOLDING TANGENCY WITH PRECEDING TANGENT AND ANTECEDING CURVES.
- C** INDICATES A NON-PLOTTABLE EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PUBLIC UTILITY PURPOSES BY DOCUMENT RECORDED SEPTEMBER 14, 2018 AS DOCUMENT NO. 2018-0340118 OF OFFICIAL RECORDS.

## SUBDIVISION AGREEMENT

Tract Map Number 20117

THIS AGREEMENT is entered into as of this 3rd day of October 2018 by and between Watt Communities at Highline LLC (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 20117 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 20117

### **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 20117 and Final Tract Number 20117, 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 \$ \$252,000 guaranteeing full performance of all the terms of this Agreement, see Performance Bond No. \_\_\_\_\_;

(b) A bond in the amount of \$ 126,000 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 \$ 4,500 securing the setting of monuments.

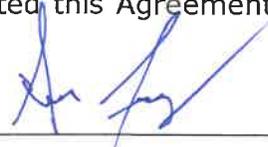
9. Acceptance of any work or improvements by the City shall not constitute an acknowledgment by the City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent, Subdivider shall repair 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 \$ 63,000 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 <sup>2716 Ocean Park Blvd, Ste. 2025</sup> Santa Monica, CA, California, 90405 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 Sean Leary   
Watt Communities at Highline LLC  
Name and Company

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

CITY OF UPLAND, a municipal Corporation

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On October 8, 2018 before me, MURIEL M. PAQUIN, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared SEAN LEARY  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Muriel M. Paquin  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**Bond No: 1001124915**  
**Premium: \$1,890.00**

**SUBDIVISION PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That **Watt Communities at Highline, LLC, a California Limited Liability Company**, as Principal and **American Contractors Indemnity 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 hundred fifty-two thousand and 00/100 Dollars (\$252,000.00)**, 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

**Tract No. 20117**

, and

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

**Public 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 **5<sup>th</sup>** day of **October, 2018**.

**Watt Communities at Highline, LLC**

By:  \_\_\_\_\_  
(Name & Title)

**American Contractors Indemnity Company**

By:  \_\_\_\_\_  
Kari Davis, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

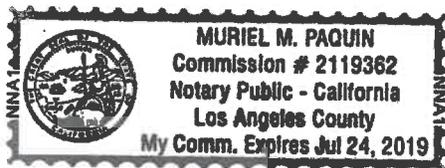
On October 8, 2018 before me, MURIEL M. PAQUIN, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared NAM JOE  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Muriel M. Paquin  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

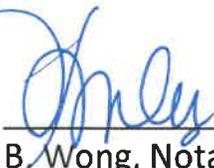
On OCT 05 2018 before me, B. Wong, Notary Public, personally appeared Kari Davis who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

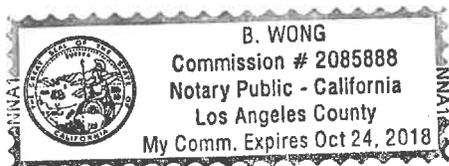
WITNESS my hand and official seal.

(seal)

Signature



B. Wong, Notary Public



**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY - TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY - U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Kari Davis, Brenda Wong, Tenzer V. Cunningham or Martha Gonzales**  
**of Los Angeles, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliver ~~any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed~~ \*\*\*\*\*Fifty Million\*\*\*\*\* Dollars (\$\*\*50,000,000\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

**AMERICAN CONTRACTORS INDEMNITY COMPANY - TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY - U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

*[Signature]*

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 05 day of OCT 05 2018.

Corporate Seals



*[Signature]*

**Kio Lo, Assistant Secretary**

Bond No. \_\_\_\_\_  
 Agency No. 12045

**SUBDIVISION LABOR AND MATERIAL BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That **Watt Communities at Highline, LLC, a California Limited Liability Company**, as Principal and **American Contractors Indemnity 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 hundred twenty-six thousand and 00/100 Dollars (\$126,000.00)**, 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

**Tract No. 20117**

, and

WHEREAS, the tract on which Principal desires to construct

**Public 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 **5th day of October, 2018**.

**Watt Communities at Highline, LLC**

By:  \_\_\_\_\_ (Name & Title)

**American Contractors Indemnity Company**

By:  \_\_\_\_\_  
Kari Davis, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

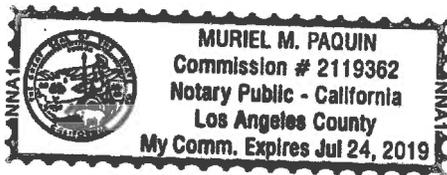
On October 8, 2018 before me, MURIEL M. PAQUIN, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared NAM JOE  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Muriel M. Paquin  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

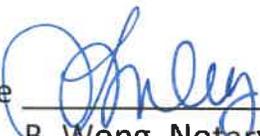
County of Los Angeles

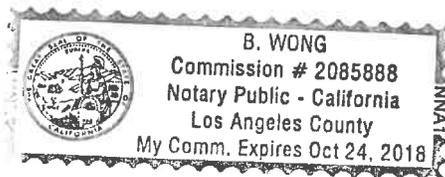
On OCT 05 2018 before me, B. Wong, Notary Public, personally appeared Kari Davis who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature   
B. Wong, Notary Public



**POWER OF ATTORNEY**  
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Kari Davis, Brenda Wong, Tenzer V. Cunningham or Martha Gonzales**  
of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Fifty Million\*\*\*\*\* Dollars (\$ \*\*50,000,000.00\*\*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

*[Signature]*  
**Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature

*[Signature]*

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this \_\_\_\_\_ day of OCT 05 2018.

Corporate Seals



*[Signature]*

**Kio Lo, Assistant Secretary**

Bond No. \_\_\_\_\_  
Agency No. 12045



# STAFF REPORT

**ITEM NO. 11.F.**

---

**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, PUBLIC WORKS DIRECTOR  
PONCE YAMBOT, PRINCIPAL ENGINEER  
**SUBJECT:** APPROVAL OF PARCEL MAP 19975 FOR BRAVEPARK COMMERCIAL  
PROPERTY (GENERALLY LOCATED NORTH OF BASELINE ROAD  
AND SOUTHEAST OF THE 210 FREEWAY)

---

## **RECOMMENDED ACTION**

It is recommended that the City Council authorize the City Manager to approve the Parcel Map 19975 for recordation.

## **GOAL STATEMENT**

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

## **BACKGROUND**

The Sycamore Commercial Development (also known as Bravepark) is located north of Baseline Road and southeast of the 210 Freeway. The Commercial development was part of the Park View Specific Plan. This commercial site was developed under a site plan approval process. Subsequently, the developer requested a the portion of property that lies in Upland be subdivided.

On August 22, 2018, the Planning Commission approved Tentative Parcel Map 19975 through Resolution No. 4890 which proposes to subdivide the property within Upland into four parcels. Utility easements were dedicated and are included on this final map.

## **ISSUES/ANALYSIS**

The final map approval and recordation will allow for the sale of the newly created lots. The final map is in conformance with the conditions of approval. All required improvements have

been satisfied and no additional improvements are necessary.

**FISCAL IMPACTS**

There is no fiscal impact by this proposed action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**LOCATION MAP**

**FINAL MAP**

### LOCATION MAP



**SYCAMORE COMMERCIAL : PARCEL MAP 19975**



# PARCEL MAP NO. 19975

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCEL "C" OF LOT LINE ADJUSTMENT NO. 15-91, DOCUMENT NO. 2018-0382804,  
RECORDED AUGUST 31, 2018 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**DAVID EVANS  
AND ASSOCIATES INC.**  
John C Bentley, PLS 7223  
March 2018

### OWNER'S STATEMENT:

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

WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES LOT "A" AS A CONDITION OF DEDICATION OF SAID LOT. THE OWNERS ADJUTING BASELINE ROAD AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED, ALSO EXCEPTING THE ACCESS OPENINGS AS SHOWN HEREON.

BRANDPARK COMMERCIAL PROPERTY LLC, A DELAWARE LIMITED LIABILITY COMPANY  
C/O LSTAR MANAGEMENT

NAME: John C Bentley

TITLE: CREATING MEMBER REPRESENTATIVE

### BENEFICIARY STATEMENT:

CITY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 15, 2017 AS INSTRUMENT NO. 2017-010177 AND A DEED OF TRUST RECORDED MARCH 15, 2017 AS INSTRUMENT NO. 2017-0292491.

NAME: Monica Zhang  
Vice President

TITLE:

### NOTARY ACKNOWLEDGMENT

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

STATE OF North Carolina IS  
COUNTY OF Wake

ON January 4, 2019 BEFORE ME, An Kathryn Holes Daniels a NOTARY PUBLIC,

PERSONALLY APPEARED Stefen Vini

WHO PROMED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: An Kathryn Holes Daniels  
PRINT: An Kathryn Holes Daniels  
COMMISSION NO. 19933160114  
COMMISSION EXPIRES: February 8, 2019  
PRINCIPAL PLACE OF BUSINESS: Star Ventures, Raleigh, NC



### NOTARY ACKNOWLEDGMENT

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

STATE OF California IS  
COUNTY OF Los Angeles

ON Jan 8, 2019 BEFORE ME, Clivia Teate a NOTARY PUBLIC,

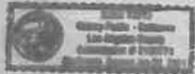
PERSONALLY APPEARED Monica Zhang

WHO PROMED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: Clivia Teate  
PRINT: Clivia Teate  
COMMISSION NO.: 2190374  
COMMISSION EXPIRES: Jan 31, 2021  
PRINCIPAL PLACE OF BUSINESS: Citi National Bank, Los Angeles, CA



### ABANDONMENT NOTE

CITY OF UPLAND, SUCCESSOR IN INTEREST TO THE STATE OF CALIFORNIA, (RELINQUISHED TO THE CITY OF UPLAND IN DOCUMENT RECORDED SEPTEMBER 6, 2005 IN INSTRUMENT NO. 2005-0660882.)

PURSUANT TO SECTION 66434 AND 66499.204 OF SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS FINAL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

- 1. AN EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA FOR SLOPE, UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 11, 1997 IN INSTRUMENT NO. 19970083820 OF OFFICIAL RECORDS
- 2. AN EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA FOR SLOPE, UTILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 1, 1996 IN INSTRUMENT NO. 96-037543 OF OFFICIAL RECORDS

### 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 THE POSSESSOR INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS INDICATED WITHIN 1 YEAR OF OCCUPY THE POSSESSIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS INDICATED WITHIN 1 YEAR OF RECORDED, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RECORDED. I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

SIGNATURE: John C Bentley DATE: 1/4/19  
JOHN C BENTLEY, L.S. NO. 7223



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP AND THAT THE SUBDIVISION SHOWN THEREON 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 CITY OF UPLAND MUNICIPAL CODE HAVE BEEN COMPLIED WITH

DATED: \_\_\_\_\_  
ROSEMARY HOERING  
DIRECTOR OF PUBLIC WORKS  
CITY OF UPLAND, CALIFORNIA  
R.C.E. NO. 44766

### CITY SURVEYOR'S STATEMENT

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

DATED: 1-14-19 SIGNATURE: Michael P Thornton  
MICHAEL P THORNTON  
L.S. 6867

### CITY PLANNING COMMISSION CERTIFICATE:

I 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 \_\_\_\_\_ 2016.

DATED: \_\_\_\_\_  
STEVEN H. DUCKETT  
SECRETARY OF PLANNING COMMISSION  
CITY OF UPLAND, CALIFORNIA

### CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF UPLAND BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AND ACCEPTED FOR PUBLIC USE THE OFFER OF DEDICATION OF LOT "A" MADE HEREON, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, AND ABANDONED THE EASEMENTS AS SHOWN HEREON, AND FOUND THIS MAP TO BE CONSISTENT WITH APPLICATION GENERAL OR SPECIFIC PLANS OF THE CITY OF UPLAND.

(PROVIDED ALL EXCEPTIONS)  
DATED: \_\_\_\_\_  
JEANNETTE VAGNOZZI  
CITY CLERK, CITY OF UPLAND, CALIFORNIA

### AUDITOR'S CERTIFICATE:

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

DATED: \_\_\_\_\_  
OSCAR VALDEZ, COUNTY AUDITOR/CONTROLLER  
COUNTY OF SAN BERNARDINO, CALIFORNIA

### BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ \_\_\_\_\_ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISOR OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONTINGENT UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THE ANNEXED MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NO 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 ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: \_\_\_\_\_  
LAURA H. WELCH  
CLERK OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SAN BERNARDINO

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

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF TRACT MAPS AT PAGES \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_ AT THE AMOUNT OF \$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER  
COUNTY OF SAN BERNARDINO

- SEE GAS LINE EASEMENT DETAIL ON SHEET 3
- SEE ELECTRIC EASEMENT DETAIL, EASEMENT NOTES AND SIGNATURE OMISSIONS ON SHEET 4
- SEE WATER LINE EASEMENT ON SHEET 5
- SEE GAS LINE AND ELECTRIC LINE EASEMENT ON SHEET 6

# PARCEL MAP NO. 19975

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 15-01, DOCUMENT NO. 2016-0352894, RECORDED  
AUGUST 31, 2016 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



### REFERENCE MAPS

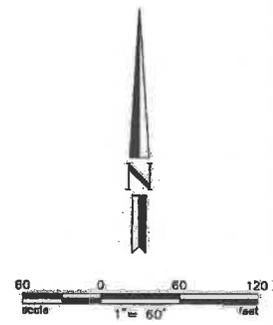
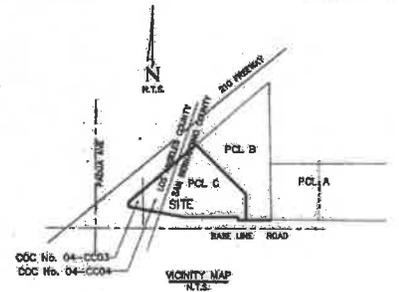
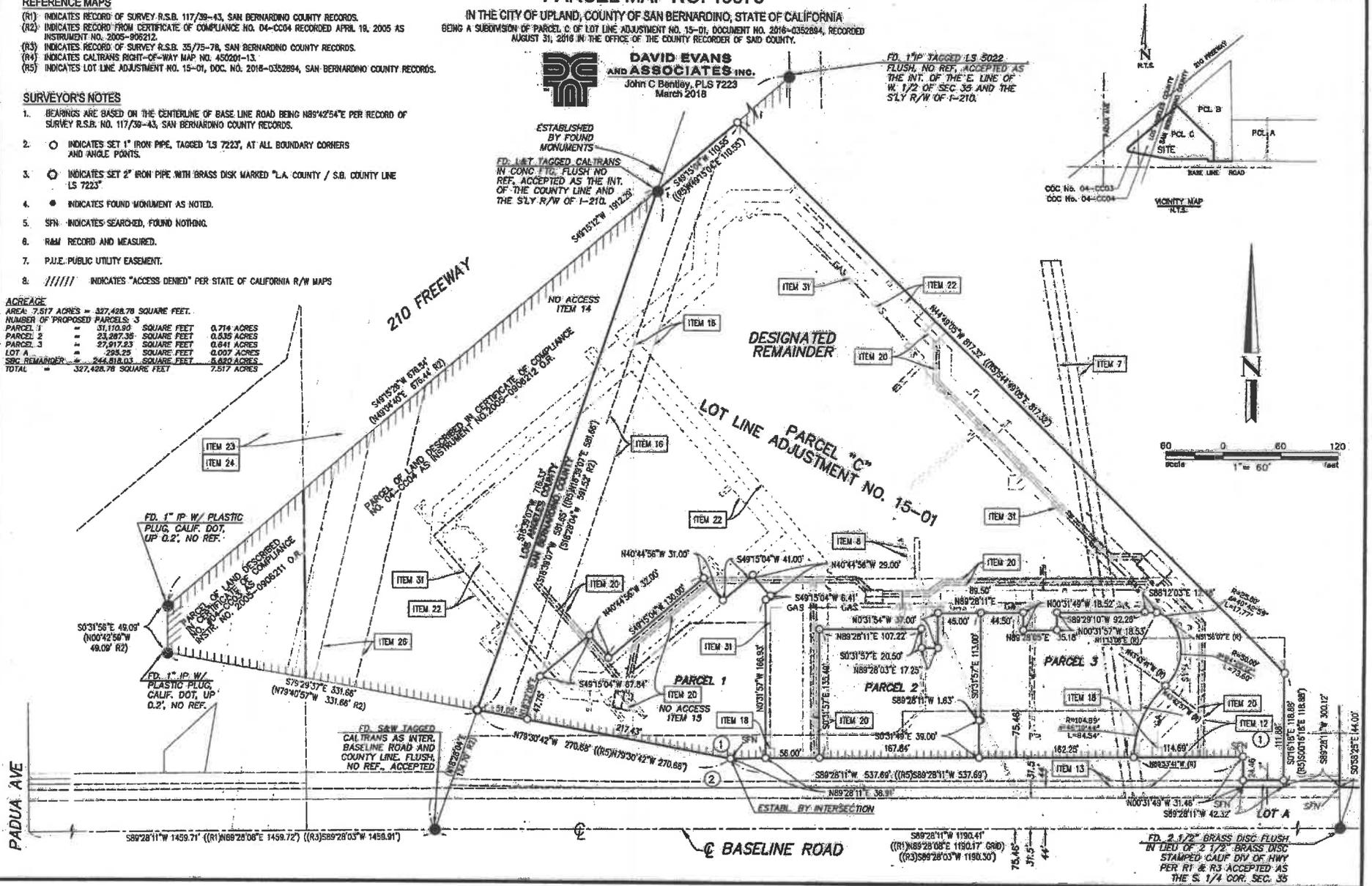
- (R1) INDICATES RECORD OF SURVEY R.S.B. 117/39-43, SAN BERNARDINO COUNTY RECORDS.
- (R2) INDICATES RECORD FROM CERTIFICATE OF COMPLIANCE NO. 04-0004 RECORDED APRIL 18, 2005 AS INSTRUMENT NO. 2005-906212.
- (R3) INDICATES RECORD OF SURVEY R.S.B. 35/75-78, SAN BERNARDINO COUNTY RECORDS.
- (R4) INDICATES CALTRANS RIGHT-OF-WAY MAP NO. 450201-13.
- (R5) INDICATES LOT LINE ADJUSTMENT NO. 15-01, DOC. NO. 2016-0352894, SAN BERNARDINO COUNTY RECORDS.

### SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE CENTERLINE OF BASE LINE ROAD BEING N89°42'54"E PER RECORD OF SURVEY R.S.B. NO. 117/39-43, SAN BERNARDINO COUNTY RECORDS.
2. ○ INDICATES SET 1" IRON PIPE, TAGGED 'LS 7223', AT ALL BOUNDARY CORNERS AND ANGLE POINTS.
3. ⊙ INDICATES SET 2" IRON PIPE WITH BRASS DISK MARKED "L.A. COUNTY / S.B. COUNTY LINE 'LS 7223'".
4. ● INDICATES FOUND MONUMENT AS NOTED.
5. SPN - INDICATES SEARCHED, FOUND NOTHING.
6. RM - RECORD AND MEASURED.
7. P.U.E. - PUBLIC UTILITY EASEMENT.
8. // INDICATES "ACCESS DENIED" PER STATE OF CALIFORNIA R/W MAPS

**ACREAGE**

AREA: 7,517 ACRES = 327,428.78 SQUARE FEET.
NUMBER OF PROPOSED PARCELS: 3
PARCEL 1 = 31,110.90 SQUARE FEET 0.714 ACRES
PARCEL 2 = 23,897.35 SQUARE FEET 0.539 ACRES
PARCEL 3 = 27,917.83 SQUARE FEET 0.641 ACRES
LOT A = 295.25 SQUARE FEET 0.007 ACRES
SBC REMAINDER = 244,818.03 SQUARE FEET 5.620 ACRES
TOTAL = 327,428.78 SQUARE FEET 7.517 ACRES



# PARCEL MAP NO. 19975

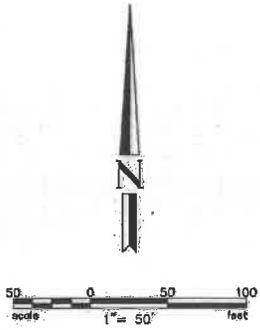
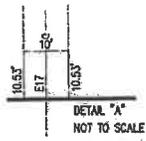
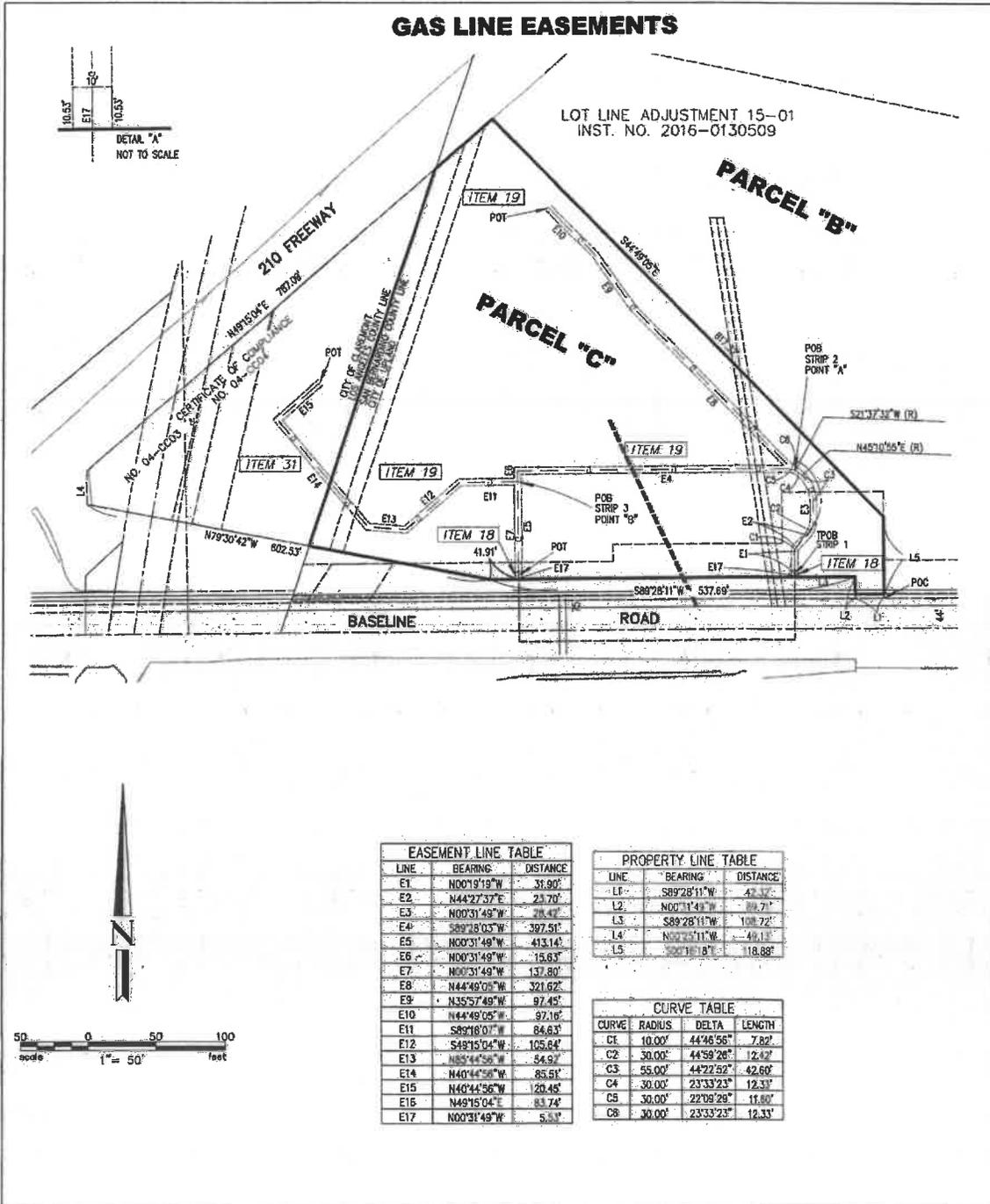
SHEET 3 OF 8 SHEETS

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL "C" OF LOT LINE ADJUSTMENT NO. 15-01, DOCUMENT NO. 2016-0352894,  
 RECORDED AUGUST 31, 2016 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**DAVID EVANS  
 AND ASSOCIATES INC.**  
 John C Bentley, PLS T223  
 March 2018

## GAS LINE EASEMENTS



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E1	N00°19'19"W	31.90'
E2	N44°27'37"E	23.70'
E3	N00°31'49"W	28.42'
E4	S89°28'03"W	397.51'
E5	N00°31'49"W	413.14'
E6	N00°31'49"W	15.63'
E7	N00°31'49"W	137.80'
E8	N44°49'05"W	321.62'
E9	N35°57'49"W	97.45'
E10	N44°49'05"W	97.16'
E11	S89°28'03"W	84.63'
E12	S48°15'04"W	105.64'
E13	N85°14'56"W	54.92'
E14	N40°14'56"W	85.51'
E15	N40°14'56"W	20.45'
E16	N49°15'04"E	83.74'
E17	N00°31'49"W	5.53'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°28'11"W	42.37'
L2	N00°1'41"W	10.71'
L3	S89°28'11"W	108.72'
L4	N00°25'11"W	49.13'
L5	S00°18'18"E	118.88'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	10.00'	44°46'56"	7.82'
C2	30.00'	44°59'26"	12.42'
C3	55.00'	44°22'52"	42.60'
C4	30.00'	23°33'23"	12.33'
C5	30.00'	22°08'28"	11.80'
C6	30.00'	23°33'23"	12.33'

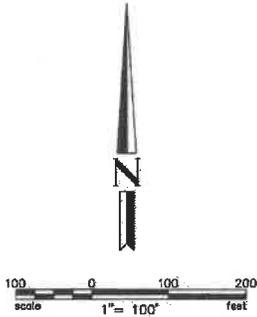
# PARCEL MAP NO. 19975.

SHEET 4 OF 6 SHEETS

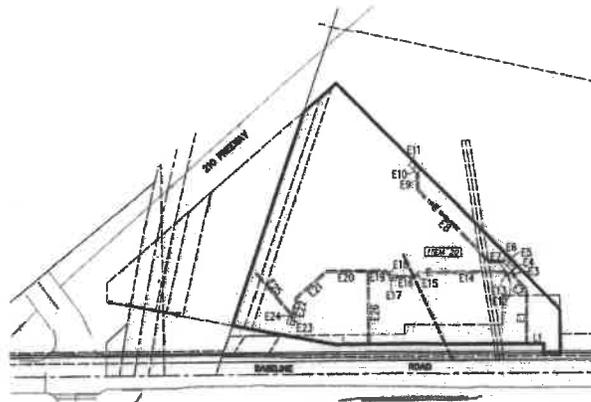
IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL "C" OF LOT LINE ADJUSTMENT NO. 15-01, DOCUMENT NO. 2016-032884,  
 RECORDED AUGUST 31, 2016 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**DAVID EVANS  
 AND ASSOCIATES INC.**  
 John C Bentley, PLS-7223  
 March 2018



## ELECTRIC EASEMENT



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E1	N00°00'00"W	139.67'
E2	N44°49'05"W	48.55'
E3	N16°20'27"W	7.65'
E4	N44°49'05"W	5.24'
E5	N44°49'05"W	31.43'
E6	N44°49'05"W	3.17'
E7	S89°17'45"W	31.74'
E8	N44°49'05"W	259.25'
E9	N00°00'41"W	42.44'
E10	N44°49'05"W	15.77'
E11	N45°17'55"E	15.00'
E12	S00°31'57"E	10.27'
E13	S38°27'58"W	17.11'
E14	S89°17'45"W	211.65'
E15	S53°04'10"W	19.69'
E16	S89°17'45"W	46.44'
E17	S89°17'45"W	18.00'
E18	N45°17'11"W	15.74'
E19	S89°17'45"W	45.00'
E20	S89°17'45"W	108.15'
E21	S48°11'04"W	100.08'
E22	S10°28'40"W	53.29'
E23	S18°18'40"W	18.00'
E24	N19°10'37"W	9.00'
E25	N40°45'10"W	142.00'
E26	S00°41'16"W	151.44'

PROPERTY LINE TABLE		
LINE	BEARING	DISTANCE
E1	S89°17'45"W	44.74'

### EASEMENT NOTES:

THE TITLE INFORMATION SHOWN HEREON IS PER THE PRELIMINARY TITLE REPORT, ORDER NO. NCS-916586-LA2; DATED JULY 11, 2018, AS PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY. NO RESPONSIBILITY OF CONTENT, COMPLETENESS OR ACCURACY OF SAID REPORT IS ASSUMED BY THIS MAP OR THE SURVEYOR.

INDICATES ITEMS PLOTTED ON MAP

### SIGNATURE OMISSIONS NOTES

UNDER THE PROVISIONS OF SECTION 86436 OF SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED. THEIR RESPECTIVE INTERESTS CANNOT RIPEN INTO A FEE.

- 1) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JULY 16, 1958 AS BOOK 3387, PAGE 528 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY.
- 2) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 8, 1958 AS BOOK 4083, PAGE 328 OF OFFICIAL RECORDS IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA.
- 3) AN EASEMENT FOR SLOPE AND INCIDENTAL PURPOSES, RECORDED MARCH 11, 1957 AS INSTRUMENT NO. 19870083920 OF OFFICIAL RECORDS IN FAVOR OF THE STATE OF CALIFORNIA.
- 4) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MARCH 11, 1957 AS INSTRUMENT NO. 198770083922 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY.
- 5) ADJUTEN'S RIGHTS OF INGRESS AND EGRESS TO OR FROM NORTHWESTERLY ADJACENT FREEMAN HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED DECEMBER 30, 1999 AS INSTRUMENT NO. 19990539100 OF OFFICIAL RECORDS.
- 6) ADJUTEN'S RIGHTS OF INGRESS AND EGRESS TO OR FROM SOUTHERLY ADJACENT BASELINE ROAD HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED IN LOS ANGELES COUNTY ON DECEMBER 30, 1999 AS INSTRUMENT NO. 99-2405862 OF OFFICIAL RECORDS.
- 7) AN EASEMENT FOR CONDUCTOR BELT SYSTEM INCIDENTAL PURPOSES, RECORDED MARCH 8, 2009 AS INSTRUMENT NO. 2009-0096033 OF OFFICIAL RECORDS IN FAVOR OF MOUNTAIN VIEW LAND COMPANY.
- 8) AN EASEMENT FOR PIPELINES AND CONDUITS, TOGETHER WITH DEVICES FOR METERING, MEASURING, REGULATING, CATHODIC PROTECTION, COMMUNICATIONS AND OTHER APPURTENANCES FOR THE TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS AND COMMUNICATIONS TOGETHER WITH THE REASONABLE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 19, 2017 AS INSTRUMENT NO. 2017-0206447 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY.
- 9) AN EASEMENT FOR PIPELINES AND CONDUITS, TOGETHER WITH DEVICES FOR METERING, MEASURING, REGULATING, CATHODIC PROTECTION, COMMUNICATIONS AND OTHER APPURTENANCES FOR THE TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS AND COMMUNICATIONS TOGETHER WITH THE REASONABLE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED MAY 19, 2017 AS INSTRUMENT NO. 2017-0206712 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY.
- 10) AN EASEMENT FOR RIGHT OF WAY TO CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT, AND REMOVE AT ANY TIME AND FROM TIME TO TIME UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATIONS SYSTEMS AND INCIDENTAL PURPOSES, RECORDED AUGUST 03, 2017 AS INSTRUMENT NO. 2017-0318946 OF OFFICIAL RECORDS IN FAVOR SOUTHERN CALIFORNIA EDISON COMPANY.
- 11) AN EASEMENT FOR WATER LINES INCLUDING THE RIGHT TO CONSTRUCT, RECONSTRUCT, INSPECT, MAINTAIN, OPERATE, REPLACE, REMOVE, REPAIR, AND INCIDENTAL PURPOSES, RECORDED MAY 03, 2018 AS INSTRUMENT NO. 2018-0162838 OF OFFICIAL RECORDS IN FAVOR OF THE CITY OF UPLAND.
- 12) AN EASEMENT FOR CONTROLLING, CONSERVING, THE WATER OF SAN ANTONIO CREEK AND INCIDENTAL PURPOSES, RECORDED DECEMBER 16, 1930 AS INSTRUMENT NO. 1433 IN BOOK 10463, PAGE 317 OF OFFICIAL RECORDS IN FAVOR OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.
- 13) AN EASEMENT FOR FLOOD CONTROL, CHANNEL RECTIFICATION AND INCIDENTAL PURPOSES, RECORDED AUGUST 28, 1959 AS INSTRUMENT NO. 218 IN BOOK D668, PAGE 434 OF OFFICIAL RECORDS IN FAVOR OF THE UNITED STATES OF AMERICA.
- 14) AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES, RECORDED DECEMBER 30, 1999 AS INSTRUMENT NO. 99-2405862 OF OFFICIAL RECORDS IN FAVOR OF THE STATE OF CALIFORNIA.
- 15) AN EASEMENT FOR PIPELINES AND CONDUITS, TOGETHER WITH DEVICES FOR METERING, MEASURING, REGULATING, CATHODIC PROTECTION, COMMUNICATIONS AND OTHER APPURTENANCES FOR THE TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS AND COMMUNICATIONS TOGETHER WITH THE REASONABLE RIGHT OF INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED JUNE 5, 2017 AS INSTRUMENT NO. 20170618807 OF OFFICIAL RECORDS IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY.

# PARCEL MAP NO. 19975

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 15-01, DOCUMENT NO. 2016-0362894, RECORDED  
 AUGUST 31, 2016 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**DAVID EVANS  
 AND ASSOCIATES INC.**  
 John C Bentley, PLS 7223  
 March 2018

SHEET 5 OF 6 SHEETS

## WATER LINE EASEMENT

ITEM 22

LOT LINE ADJUSTMENT 15-01  
 INST. NO. 2016-0130509

LINE	BEARING	DISTANCE
L1	S89°28'11"W	42.32'
L2	N00°31'49"W	31.46'
L3	S89°28'11"W	108.72'
L4	N00°28'11"W	49.13'
L5	S00°15'18"E	118.84'

LINE	BEARING	DISTANCE
E28	N44°49'05"W	45.60'
E30	N89°49'05"W	74.39'
E31	N89°49'05"W	5.58'
E32	N89°49'05"W	10.81'
E33	N89°49'05"W	7.00'
E34	S44°15'04"W	37.87'
E35	S03°15'04"W	52.77'
E36	S89°50'4"W	111.99'
E37	S40°44'56"E	15.00'
E38	S40°44'56"E	173.00'
E39	S40°44'56"E	74.80'
E40	S40°44'56"E	46.95'
E41	S00°31'49"W	19.01'
E42	S49°15'04"W	37.61'
E43	S49°15'04"W	228.45'
E44	S04°31'04"W	0.67'
E45	S89°15'04"W	10.00'
E46	S04°15'04"W	7.20'
E47	S40°44'56"E	109.11'
E48	S40°44'56"E	5.89'
E49	S44°44'56"E	94.80'
E50	S89°44'56"E	18.91'
E51	S89°44'56"E	8.24'
E52	N49°11'04"E	0.64'
E53	N49°11'04"E	15.36'
E54	N49°11'04"E	4.00'
E55	N49°11'04"E	159.30'
E56	N49°11'04"E	79.00'
E57	N00°31'49"W	45.17'
E58	N89°28'11"E	9.04'
E59	S00°31'49"W	44.10'
E60	N89°28'11"E	9.58'
E61	S00°31'49"W	44.18'
E62	N89°00'00"W	5.14'
E63	S44°28'11"W	38.41'
E64	N00°11'28"W	46.65'

LINE	BEARING	DISTANCE
E65	S00°31'49"E	45.17'
E66	S45°10'55"W	18.10'
E67	N89°49'05"W	3.09'
E68	S45°10'55"W	14.74'
E69	N89°49'05"W	4.98'
E70	N00°10'55"E	4.48'
E71	N45°10'55"E	19.33'
E72	N45°10'55"E	71.91'
E73	S45°10'55"W	60.58'
E74	N45°10'55"E	19.50'
E75	N45°10'55"E	22.00'
E76	S00°10'55"W	6.98'
E77	S49°15'04"W	10.88'
E78	S00°10'55"W	5.11'
E79	S49°15'04"W	4.87'
E80	S00°10'55"W	3.09'
E81	S40°44'56"E	15.19'
E82	S49°15'04"W	12.00'
E83	N40°44'56"W	38.01'
E84	N89°44'56"W	36.41'
E85	N44°44'56"W	17.88'
E86	N00°15'42"E	11.00'
E87	S89°44'56"E	5.00'
E88	N49°15'04"E	7.07'
E89	S45°44'56"E	13.17'
E90	S40°44'56"E	26.68'
E91	S49°15'04"W	18.50'
E92	S40°44'56"E	38.00'
E93	S40°44'56"E	11.91'
E94	S49°15'04"W	33.75'
E95	S40°44'56"E	5.16'
E96	S40°44'56"E	40.19'
E97	S40°44'56"E	41.40'
E98	S40°44'56"E	52.70'
E99	S40°44'56"E	13.00'
E100	N40°44'56"W	30.80'
E101	S49°15'04"W	11.50'
E102	S49°15'04"W	26.40'
E103	N40°44'56"W	13.00'
E104	S49°15'04"W	13.00'
E105	S40°44'56"E	6.00'

LINE	BEARING	DISTANCE
E1	N00°31'49"W	15.91'
E2	N44°28'09"E	74.41'
E3	N00°31'49"W	87.38'
E4	N44°49'05"W	28.04'
E5	S89°28'11"W	41.81'
E6	S89°28'11"W	314.78'
E7	S89°28'11"W	87.15'
E8	S89°28'11"W	11.88'
E9	S89°28'11"W	17.25'
E10	S89°28'11"W	78.76'
E11	S89°28'11"W	18.00'
E12	S89°28'11"W	6.72'
E13	S89°28'11"W	15.56'
E14	S89°28'11"W	74.14'
E15	N43°31'49"W	0.91'
E16	S89°18'11"W	00.00'
E17	S00°31'49"E	183.04'
E18	N43°31'49"W	15.58'
E19	N44°49'05"W	159.10'
E20	N44°49'05"W	1.39'
E21	N44°49'05"W	45.45'
E22	N44°49'05"W	19.78'
E23	N44°49'05"W	30.14'
E24	N44°49'05"W	36.48'
E25	N00°10'55"E	26.78'
E26	S44°49'05"W	5.13'
E27	N44°49'05"W	84.31'
E28	N44°49'05"W	40.87'

LINE	BEARING	DISTANCE
E1	N00°31'49"W	15.91'
E2	N44°28'09"E	74.41'
E3	N00°31'49"W	87.38'
E4	N44°49'05"W	28.04'
E5	S89°28'11"W	41.81'
E6	S89°28'11"W	314.78'
E7	S89°28'11"W	87.15'
E8	S89°28'11"W	11.88'
E9	S89°28'11"W	17.25'
E10	S89°28'11"W	78.76'
E11	S89°28'11"W	18.00'
E12	S89°28'11"W	6.72'
E13	S89°28'11"W	15.56'
E14	S89°28'11"W	74.14'
E15	N43°31'49"W	0.91'
E16	S89°18'11"W	00.00'
E17	S00°31'49"E	183.04'
E18	N43°31'49"W	15.58'
E19	N44°49'05"W	159.10'
E20	N44°49'05"W	1.39'
E21	N44°49'05"W	45.45'
E22	N44°49'05"W	19.78'
E23	N44°49'05"W	30.14'
E24	N44°49'05"W	36.48'
E25	N00°10'55"E	26.78'
E26	S44°49'05"W	5.13'
E27	N44°49'05"W	84.31'
E28	N44°49'05"W	40.87'

LINE	BEARING	DISTANCE
E1	N00°31'49"W	15.91'
E2	N44°28'09"E	74.41'
E3	N00°31'49"W	87.38'
E4	N44°49'05"W	28.04'
E5	S89°28'11"W	41.81'
E6	S89°28'11"W	314.78'
E7	S89°28'11"W	87.15'
E8	S89°28'11"W	11.88'
E9	S89°28'11"W	17.25'
E10	S89°28'11"W	78.76'
E11	S89°28'11"W	18.00'
E12	S89°28'11"W	6.72'
E13	S89°28'11"W	15.56'
E14	S89°28'11"W	74.14'
E15	N43°31'49"W	0.91'
E16	S89°18'11"W	00.00'
E17	S00°31'49"E	183.04'
E18	N43°31'49"W	15.58'
E19	N44°49'05"W	159.10'
E20	N44°49'05"W	1.39'
E21	N44°49'05"W	45.45'
E22	N44°49'05"W	19.78'
E23	N44°49'05"W	30.14'
E24	N44°49'05"W	36.48'
E25	N00°10'55"E	26.78'
E26	S44°49'05"W	5.13'
E27	N44°49'05"W	84.31'
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E7	S89°28'11"W	87.15'
E8	S89°28'11"W	11.88'
E9	S89°28'11"W	17.25'
E10	S89°28'11"W	78.76'
E11	S89°28'11"W	18.00'
E12	S89°28'11"W	6.72'
E13	S89°28'11"W	15.56'
E14	S89°28'11"W	74.14'
E15	N43°31'49"W	0.91'
E16	S89°18'11"W	00.00'
E17	S00°31'49"E	183.04'
E18	N43°31'49"W	15.58'
E19	N44°49'05"W	159.10'
E20	N44°49'05"W	1.39'
E21	N44°49'05"W	45.45'
E22	N44°49'05"W	19.78'
E23	N44°49'05"W	30.14'
E24	N44°49'05"W	36.48'
E25	N00°10'55"E	26.78'
E26	S44°49'05"W	5.13'
E27	N44°49'05"W	84.31'
E28	N44°49'05"W	40.87'

LINE	BEARING	DISTANCE
E1	N00°31'49"W	15.91'
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E7	S89°28'11"W	87.15'
E8	S89°28'11"W	11.88'
E9	S89°28'11"W	17.25'
E10	S89°28'11"W	78.76'
E11	S89°28'11"W	18.00'
E12	S89°28'11"W	6.72'
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E14	S89°28'11"W	74.14'
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E16	S89°18'11"W	00.00'
E17	S00°31'49"E	183.04'
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E3	N00°31'49"W	87.38'
E4	N44°49'05"W	28.04'
E5	S89°28'11"W	41.81'
E6	S89°28'11"W	314.78'
E7	S89°28'11"W	87.15'
E8	S89°28'11"W	11.88'
E9	S89°28'11"W	17.25'
E10	S89°28'11"W	78.76'
E11	S89°28'11"W	18.00'
E12	S89°28'11"W	6.72'
E13	S89°28'11"W	15.56'
E14	S89°28'11"W	74.14'
E15	N43°31'49"W	0.91'
E16	S89°18'11"W	00.00'
E17	S00°31'49"E	183.04'
E18	N43°31'49"W	15.58'
E19	N44°49'05"W	159.10'
E20	N44°49'05"W	1.39'
E21	N44°49'05"W	45.45'
E22	N44°49'05"W	19.78'
E23	N44°49'05"W	30.14'
E24	N44°49'05"W	36.48'
E25	N00°10'55"E	26.78'
E26	S44°49'05"W	5.13'
E27	N44°49'05"W	84.31'
E28	N44°49'05"W	40.87'

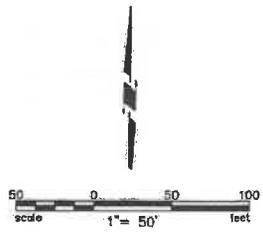
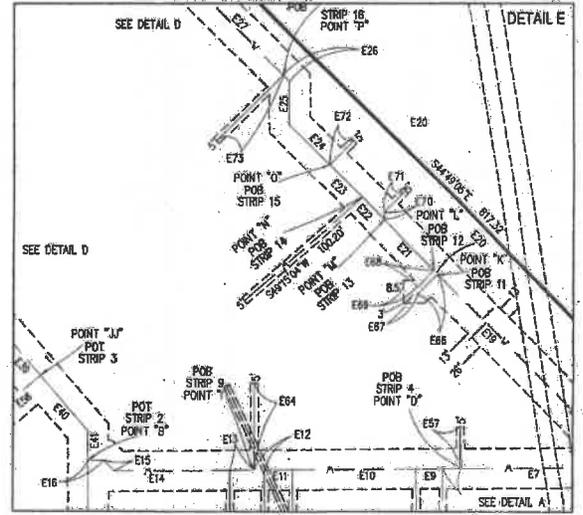
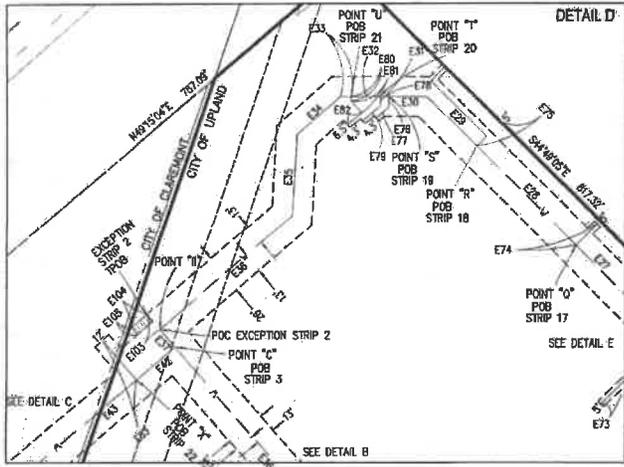
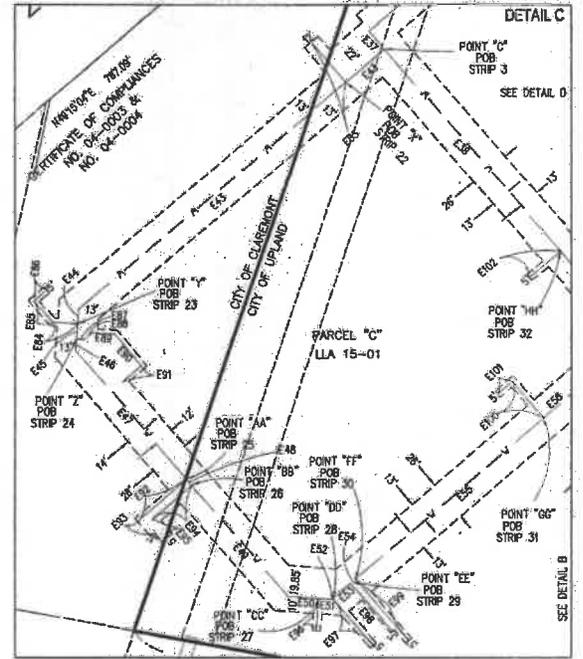
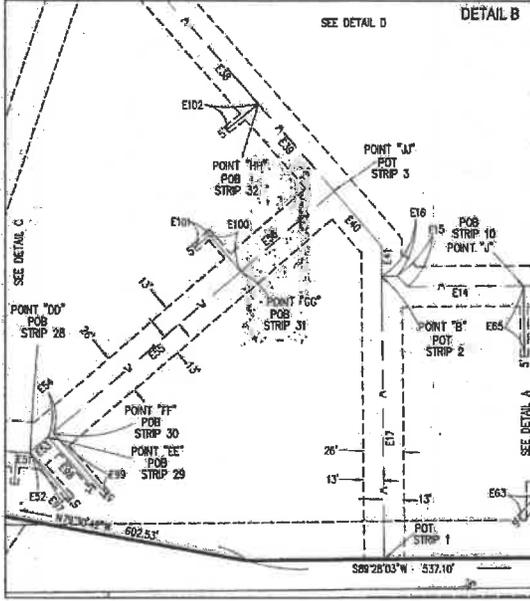
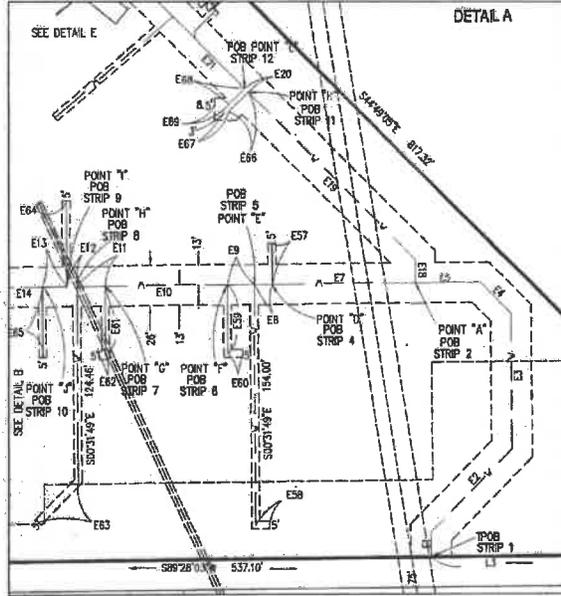
LINE	BEARING	DISTANCE
E1	N00°31'49"W	15.91'
E2	N44°28'09"E	74.41'
E3	N00°31'49"W	87.38'
E4	N44°49'05"W	28.04'
E5	S89°28'11"W	41.81'
E6	S89°28'11"W	314.78'
E7	S89°28'11"W	87.15'
E8	S89°28'11"W	11.88'
E9	S89°28'11"W	17.25'
E10	S89°28'11"W	78.76'
E11	S89°28'11"W	18.00'
E12	S89°28'11"W	6.72'
E13	S89°28'11"W	15.56'
E14	S89°28'11"W	74.14'
E15	N43°31'49"W	0.91'
E16	S89°18'11"W	00.00'
E17	S00°31'49"E	183.04'
E18	N43°31'49"W	15.58'
E19	N44°49'05"W	159.10'
E20	N44°49'05"W	1.39'
E21	N44°49'05"W	45.45'

# PARCEL MAP NO. 19975

IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCEL C OF LOT LINE ADJUSTMENT NO. 15-01, DOCUMENT NO. 2016-0352894, RECORDED  
AUGUST 31, 2016 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**DAVID EVANS  
AND ASSOCIATES INC.**  
John C Bentley, PLS 7223  
March 2018





## STAFF REPORT

**ITEM NO. 11.G.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, PUBLIC WORKS DIRECTOR  
BOB CRITCHFIELD, ENGINEERING MANAGER  
**SUBJECT:** ACCEPTANCE OF WORK FOR PROJECT NO. 7068, CITYWIDE STRIPING REPLACEMENT 2017-2018

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### RECOMMENDED ACTION

It is recommended that the City Council accept the work; record the Notice of Completion; and, reduce the Faithful Performance Bond to 10% for Project No. 7068, Citywide Striping Replacement 2017-2018.

### GOAL STATEMENT

The proposed action supports the City's goal to maintain and improve the City's public roadway facilities.

### BACKGROUND

On August 27, 2018, the City Council awarded Project No. 7068 to CAT Tracking, Inc., and authorized a total expenditure of \$150,000 (including contingencies). Project No. 7068 consisted of the replacement of obliterated traffic striping and pavement markings at various locations throughout the City (East 8th Street, East 9th Street, East 11th Street, West 18th Street, Campus Avenue, Central Avenue, Foothill Blvd., Mildura Avenue, Monte Vista Avenue, Mountain Avenue, San Bernardino Road). The project scope of work consisted of restriping pedestrian crosswalks, lane lines, channelizing lines, and various pavement legends (i.e. "STOP", "SIGNAL AHEAD", "SLOW SCHOOL XING", etc.).

### ISSUES/ANALYSIS

The contractor has since satisfactorily completed the required improvements. The City can now accept the work, file the Notice of Completion, and reduce the Faithful Performance Bond

to 10%. The City will retain the Labor Materials Bond for six months and release it thereafter, provided no liens or stop notices are filed against the project.

**FISCAL IMPACTS**

The final construction cost of \$134,400 is within the original authorized expenditure of \$150,000. Therefore, no additional appropriation is necessary.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**NOC for Project 7068**

Recording requested by  
and when recorded mail to:

City of Upland, City Clerk's Office  
P.O. Box 460  
Upland, CA 91785

(Space above this line for Recorder's use)

This document is exempt from the payment of a recording  
fee pursuant to Government Code Section 27383

### Notice of Completion

Pursuant to Civil Code Section 3093, **NOTICE** is hereby given that:

The undersigned is the owner of the interest or estate stated below in the property hereinafter described. The full name and address of owner is City of Upland, 460 North Euclid Avenue, Upland, California 91786

Assessors Parcel Numbers N/A, in and to the hereinafter described property.

The work was completed on that certain work known as **Project No. 7068, Citywide Striping Replacement 2017-2018** for the undersigned City of Upland, a Municipal Corporation, on the 14<sup>th</sup> day of **January, 2019**.

The City accepted the job on the 28<sup>th</sup> day of **January, 2019**.

The Contractor on said job was **Cat Tracking, Inc.** of **Riverside**, California.

The improvement(s) consisted of **restriping of pedestrian crosswalks, lane lines, channelizing lines, and legends; installation of type K markers, and removal of existing conflicting striping;** and the location of the improvements occurred at various locations, in Upland, California.

The surety was **Allegheny Casualty Company**.

All communications relating to the contract should bear the number above mentioned.

I hereby certify under penalty of perjury that the foregoing is true and correct.

Executed this **28<sup>th</sup> day of January, 2019** at Upland, California.

City of Upland, a Municipal Corporation

\_\_\_\_\_  
Jeannette Vagnozzi, City Manager



## STAFF REPORT

**ITEM NO. 11.H.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, PUBLIC WORKS DIRECTOR  
BOB CRITCHFIELD, ENGINEERING MANAGER  
**SUBJECT:** EMERGENCY PURCHASE AND INSTALLATION OF EQUIPMENT  
AND PROFESSIONAL SERVICES FOR WATER SYSTEM  
IMPROVEMENTS

---

### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file the status update.

### **GOAL STATEMENT**

The proposed action supports the City's goal to maintain water facilities in good operable condition in order to provide safe reliable service to the community.

### **BACKGROUND**

On October 10, 2016, the City Council adopted a Resolution declaring an emergency condition and approved the Emergency Work Plan Phase 1. Continuing progress update reports have been provided to the City Council. At this time, the City has completed the Well 7A, Reservoir 4, Well 20, temporary measures at the existing 7.5 million gallon reservoir, and the construction documents and entitlement work needed for the replacement reservoir of the Phase I emergency work program.

The remaining involves the implementation of the Replacement Reservoir at the northwest corner of 17th Street and Benson Avenue.

### **ISSUES/ANALYSIS**

Reservoir at 17th and Benson Work:

Staff has completed the project plans and specifications for a 7.5 million gallon replacement reservoir; the environmental documentation and Notice of Determination; the property

appraisal; secured the Intent to Purchase a portion of the San Antonio Water Company property; and submitted all of the required documents to the State for the loan request necessary for up to a \$16.5 million Drinking Water State Revolving Loan.

The City Attorney's Office and staff are working on two items. The first item is the development of a purchase and sale agreement for the property acquisition from San Antonio Water Company required for this project. The second item is the development of the SRF loan agreement with the State. It is anticipated the purchase and sale agreement will be presented to City Council in early 2019. It is also expected to have the loan work also completed in early 2019.

Once funding is secured it is anticipated the construction will take 12-18 months.

### **FISCAL IMPACTS**

Sufficient funds are available in the FY 2018-19 budget to complete the Phase I emergency work program. Phase II, the construction, is dependent upon receiving the State loan. The FY 2018-19 budget includes sufficient funds to provide construction cash flow and will require fund draws under the loan. The actual amount of the loan will only be the amount of funds required to implement the emergency work.

Staff is also exploring other possible funding opportunities. However, the State loan appears to be the most cost effective funding mechanism.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

No Attachments Available



# STAFF REPORT

**ITEM NO. 11.I.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** JEANNETTE VAGNOZZI, CITY MANAGER  
KERI JOHNSON, CITY CLERK  
**SUBJECT:** DECLARATION OF VACANCY ON THE PLANNING COMMISSION

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## **RECOMMENDED ACTION**

It is recommended that the City Council accept the resignation from Planning Commissioner Bill Velto and instruct the City Clerk to post the vacancy pursuant to Government Code Section 54974.

## **GOAL STATEMENT**

The proposed action supports the City's goal to provide opportunities for the citizenry to participate in local government through service on various committees, commissions, and boards.

## **BACKGROUND**

The Planning Commission was established in 1930 pursuant to the Planning Act of 1929. Changes to the Commission were later made in 1950 in accordance with the Conservation and Planning Act. Resolution No. 6397 sets forth the process for appointment and states the Mayor shall appoint the Committee, Commission, Board, and Authority members subject to ratification by the majority of the Council.

## **ISSUES/ANALYSIS**

Bill Velto was first appointed to the Planning Commission in June 2011 and most recently reappointed in June 2016 with a term expiring in June 2020.

The City Clerk's Office received Mr. Velto's resignation, effective January 24, 2019. This resignation creates an unscheduled vacancy, and Government Code Section 54974 requires vacancies be posted for 10 working days before new appointments can be made.

**FISCAL IMPACTS**

There are no fiscal impacts associated with this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Resolution 6397**

RESOLUTION NO. 6397

A RESOLUTION OF THE CITY COUNCIL AMENDING THE POLICIES AND PROCEDURES RELATIVE TO THE ESTABLISHMENT AND OPERATION OF COMMISSIONS, COMMITTEES, BOARDS AND AUTHORITIES APPOINTED TO ADVISE THE CITY COUNCIL

Intent of the Parties and Findings

(i) The use of citizen Commissions, Committees, Boards and Authorities to advise the City Council on issues of public concern is an efficient and effective means of involving citizens in policy development; and

(ii) Chapter 2.16 and Section 2.20.030 of the Upland Municipal Code provide that the City Council shall by resolution, establish a process for the screening of individuals desiring to serve as City Commission, Committee, Boards or Authority members; and

(iii) The effective use of these Commissions, Committees, Boards and Authorities is furthered by clear guidelines governing their creation and operation; and

(iv) The City Council adopted Resolution No. 4331 which established guidelines governing the creation and operation of established Commissions, Committees, Boards and Authorities; and

(v) From time to time there is a need to eliminate or amend the established rules governing the operation and creation of commissions, committees, boards, and authorities, which was the basis for the adoption of Resolutions No. 5786, 6038, 6270; and

(vi) The City desires to provide a fair and equitable manner by which citizens are appointed to City Commissions, Committees, Boards, and Authorities, which is free of undue influence, but which advances the authority provided by Government Code Section 40605; and

(vii) The City Council may establish standing committees of the legislative body to provide an opportunity for fact finding prior to consideration by the entire Council; and

(viii) The City Council established the Recreation Committee by Resolution No. 4839 on June 9, 1997, and rescinded previously adopted Resolution Nos. 2600, 3324, 3626, 4212 and 4474 and amended Resolution Nos. 4331 and 5007; and

(ix) The City Council later amended the composition of the Recreation Committee with Resolution No. 5007, dated February 8, 1999, adding two School Board Members to the Committee; and

(x) The City Council added the Finance & Economic Development Committee, Police & Fire Committee, and Public Works Committee with Resolution No. 5290, dated December 10, 2001.

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

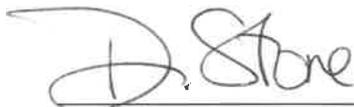
Section 1. The City Council hereby amends the established guidelines for Authorities, Boards, Committees and Commissions of the City (as attached) including incorporating, by reference, all prior actions taken by the City Council to eliminate or modify Committees, to the extent they are not inconsistent with the attached guidelines.

Section 2. Amend the standing legislative committees to include Economic Development Committee, Police & Fire Committee, Public Works Committee, and Investments Committee.

Section 3. The City Council hereby further amends the established guidelines for Authorities, Boards, Committees and Commissions of the City (as attached) to include guidelines for standing legislative committees.

Section 4. Certification. The City Clerk shall certify the adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 10<sup>th</sup> day of April, 2017.

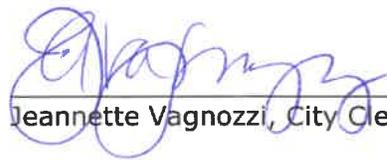


Debbie Stone, Mayor

I, Jeannette Vagnozzi, 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 10<sup>th</sup> day of April 2017, by the following vote:

AYES: Mayor Stone, Councilmembers Filippi, Elliott, Robinson, Timm  
NOES: None  
ABSENT: None  
ABSTAINED: None

ATTEST:



Jeannette Vagnozzi, City Clerk

## COMMISSIONS, COMMITTEES, BOARDS AND AUTHORITIES

### SECTION 1. CREATION OF COMMISSIONS, COMMITTEES, BOARDS, AND AUTHORITIES

The Upland City Council shall have the power from time to time by resolution to create such Commissions, Committees, Boards, and Authorities which are necessary or deemed advisable by the Council to carry out the governmental functions of the City in the manner reflecting the best interest of its citizens. The number of members to each Commission, Committee, Board, and/or Authority shall unless otherwise required by law, correspond to the number of members of the appointing body as authorized by law. Each active member of the Upland City Council shall have an appointee on each Commission, Committee, Board and/or Authority. Each appointee shall be a citizen nominated by the Mayor or Councilmember, respectively, and approved by a majority vote of the City Council and appointed by the Mayor.

### SECTION 2. DEFINITION

"Commission" shall be any group established pursuant to the Upland Municipal Code. "Committee" shall be any group of individuals which shall have any ongoing charge from the City Council and which are formed by resolution. "Committee" shall not include Committees composed solely of elected officials. "Board" shall be any group formed pursuant to State law providing for same. "Authority" shall be any group formed pursuant to State law providing for same. "Standing Legislative Committee" shall include committees comprised of elected officials who will review operational concerns prior to official council action.

### SECTION 3. APPLICABILITY

The provisions of this resolution shall apply to all Commissions, Committees, Boards and Authorities hereafter created by resolution of the City Council and to existing Commissions, Committees, Boards, and Authorities as identified on the attachments hereto. The provisions of this resolution shall supersede any minute motion or resolution of any prior City Council of Upland which is in conflict with the provisions of this document. Insofar as possible, the provisions of this resolution shall govern the operation and creation of Commissions, Committees, Boards, and Authorities appointed by the City Council except in those instances where the provisions of this resolution conflict with provisions of State or Federal law.

### SECTION 4. APPOINTMENT AND APPLICATION PROCESS

The City Clerk shall maintain a roster of individuals who expressed interest in serving on City Commissions, Committees, Boards, and Authorities, who may be nominated by a serving member of the City Council, and who have completed an application form in a manner established or approved by the City Council. Said application shall indicate among other things, the Commission, Committee, Board, or Authority on which said individual is interested in serving. Any application filed shall be valid for a period of three (3) years. Incumbent Commission, Committee, Board, or Authority members shall be deemed to be on said roster, unless City Clerk is in possession of a Resignation Letter from the incumbent member. Members of the City Council shall make appointments from this roster.

## SECTION 5. SELECTION AND APPOINTMENT

Members of the City Council requiring representation on a particular Commission, Committee, Board, or Authority shall review the list of applicants and submit a nominee to the City Clerk. The City Clerk shall place nominations before the City Council for its review and approval as and when necessary.

For selections made by the Mayor and ratified by the City Council, the Mayor shall review the list of applicants and submit a nominee to the City Clerk. The City Clerk shall place the nominations before the City Council for its review and approval as and when necessary.

In appointing Planning Commissioners, the Mayor shall establish an interview panel composed of the Mayor (or another Councilmember appointed by the Mayor), the Mayor Pro Tem (or another Councilmember appointed by the Mayor), the Chair of the Planning Commission and the Development Services Director (advisory). All applicants will be interviewed and recommend to the Mayor at least one of those which a majority of the interview panel believe to be qualified. The Mayor shall appoint the Commissioners from those recommended for his/her consideration.

Appointments to standing legislative committees (Economic Development Committee, Police & Fire Committee, Public Works Committee, and Investments Committee) are made by the Mayor biannually to coincide with elections and may be reviewed and reassigned annually or as needed.

## SECTION 6. TERMS OF COMMISSION, COMMITTEES, BOARDS, AND AUTHORITIES

For Council nominated appointments the term of each Commission, Committee, Board, and Authority member shall coincide with the holding of office by the nominating member of the City Council, unless otherwise prescribed by resolution creating the Commission, Committee, Board, or Authority.

For appointments made by the Mayor, the term shall be as outlined in the creation of the Commission, Committee, Board or Authority.

No Commission, Committee, Board, or Authority member shall serve for more than two (2) consecutive terms on any individual Committee, Commission, Board, or Authority without the prior approval of the Council, which approval requires a 4/5ths affirmative vote.

## SECTION 7. REMOVAL FROM COMMISSION, COMMITTEES, BOARDS, AND AUTHORITIES

Any Committee, Commission, Board, or Authority member may be removed from office during his/her unexpired term upon 4/5ths vote of the City Council, when in the sole discretion of the Council said removal is deemed appropriate. Notwithstanding the foregoing, if the appointee's nominating Councilmember is no longer a part of the Upland City Council or Mayor, that appointee shall be deemed to have automatically resigned the seat they hold upon the filling of the City Council vacancy.

## SECTION 8. RESIDENCY OF COMMISSION, COMMITTEE, BOARD, AND AUTHORITY MEMBERS

In order to be appointed to a Commission, Committee, Board, or Authority, a prospective appointee must be a resident of the City of Upland and must remain in residence throughout the term of their appointment, unless a member is appointed by another entity. This provision may be waived upon an affirmative 4/5ths vote of the Council.

#### SECTION 9. CHAIRPERSON SELECTION

With the exception of the Planning Commission, the Library Board and the Personnel Board of Review, the member appointed by the Mayor to any Commission, Committee, Boards, and/or Authorities shall serve as the Chairperson of that body. With regard to the Planning Commission, the Library Board and the Personnel Board of Review, the members of said bodies shall select, nominate, and appoint by majority consensus, a sitting member of the Body to the position of Chairperson. The term of the Chairperson shall be for 2 years. No Chairperson shall serve for more than two (2) consecutive terms without the approval of the City Council by an affirmative 4/5ths vote.

#### SECTION 10. POSTING REQUIRED

The City Clerk shall, before December 31<sup>st</sup> of each year, develop a listing of all scheduled vacancies on City Commissions, Committees, Boards, and/or Authorities expected during the next twelve (12) months. In addition to the requirement of the Government Code, said list shall be posted at City buildings and other locations as may be designated from time to time by City Council resolution, for a period of thirty (30) days and announced at a Council meeting in December. Said listing shall advise interested parties to obtain application forms and related materials at the City Clerk's office. In addition, the City Clerk shall publish said list in the city newsletter seeking applications from interested parties and listing scheduled vacancies during the same thirty (30) day period. Unscheduled vacancies shall be advertised in accordance with the Government Code and posted at the same location as scheduled vacancies.

#### SECTION 11. DUTIES

The Commissions, Committees, Boards, and Authorities established by the Council shall perform such duties and have such powers as may be established from time to time by the Council.

#### SECTION 12. ATTENDANCE

In any case where a Commission, Committee, Board and/or Authority member has missed three (3) regularly scheduled meetings in a twelve (12) month period without notifying the Chair of said Commission, Committee, Board, and/or Authority in advance of said meeting, the City Clerk shall contact the Commission, Committee, Board, and/or Authority member with a request to provide the reasons therefore, which shall be forwarded to the City Council.

#### SECTION 13. OPEN MEETINGS

All Commission, Committee, Board and Authority meetings shall be conducted pursuant to the provisions of the Ralph M. Brown Act and the City Clerk shall maintain a copy of all agendas and minutes of all meetings.

## BUILDING APPEALS BOARD

### PURPOSE

To determine the suitability of alternate materials and methods of construction and to provide reasonable interpretations of the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code, the Uniform Housing Code, Uniform Code for the Abatement of Dangerous Buildings, national Electric Code, and the Seismic Hazards Reduction Ordinance.

### MEMBERSHIP

5 Members Total

Selected from the following classifications:

- a. Architect or Engineer
- b. Attorney
- c. Contractor – Electrical, Mechanical, Plumbing or General

### LENGTH OF TERM/FREQUENCY OF MEETINGS

4 Year Term / Meetings are scheduled as needed as appeals are received.

No member may serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council

### SELECTION PROCESS

- The City Clerk causes a request for volunteers to be posted.
- Using the criteria for membership, the building official determines if applicants are qualified and passes all qualified candidates to the City Clerk.
- Each member of the City Council shall submit their nomination from the list of qualified candidates to the City Clerk for consideration at a Council meeting.

### CODE REFERENCES

Resolution 4107  
Resolution 2725  
Ordinance 1028

(effective July 27, 1992)

## CITY COUNCIL ADVISORY COMMITTEE

### PURPOSE

Review of any matters which may be referred to the Committee from time to time. If so directed, the City Council Advisory Committee will be responsible for performing an analysis and present recommendations to the City Council.

### MEMBERSHIP

5 Members Total  
Nominated by Councilmembers

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- 4 year terms to coincide with the terms of Mayor and Councilmember making nomination
- No applicant may serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council
- Meet on an as-needed basis

### SELECTION PROCESS

Each member of the City Council shall submit their nomination to the City Clerk for consideration at a Council meeting.

### CODE REFERENCE

Council Minutes 7/3/72  
Ordinance 1416, Section 1, 12/21/87  
Ordinance 1428, Section 2, 6/20/88  
Ordinance 1563, Section 1, 10/26/72  
Ordinance 1812, 10/8/2006

## COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE

### PURPOSE

Annually review applications for Community Development Block Grant funds, conduct hearings to determine the most effective use of the grant funds and provide recommendations to the City Council.

### MEMBERSHIP

5 Members Total  
Nominated by Councilmembers

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- 4 year terms to coincide with the terms of Mayor and Councilmember making nomination
- No applicant may serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council
- Meetings held from January through April, with additional meetings on an as needed basis.

### SELECTION PROCESS

Each member of the City Council shall submit their nomination to the City Clerk for consideration at a Council meeting.

### CODE REFERENCE

- Council Minutes 3/14/89

## LIBRARY BOARD

### PURPOSE

The Upland Public Library serves the community by providing materials and staff assistance for meeting the informal and educational needs of the library users.

### MEMBERSHIP

- 5 Citizens at Large
- 1 Council Liaison (advisory)
- 1 Friends of the Library Liaison (advisory)

### LENGTH OF TERMS/FREQUENCY OF MEETINGS

- 3 Year Term
- Meetings held the second Wednesday of the month
- No applicant shall serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council

### SELECTION PROCESS

Mayor shall appoint with Council ratification

### CODE REFERENCES

California Library laws, Education Code 1990  
UMC Section 2.28.010  
Ordinance No. 99

## PERSONNEL BOARD OF REVIEW

### PURPOSE

The functions of the board shall be to hear appeals as provided by this part and by rule, except matters pertaining to the meet and confer process

### MEMBERSHIP

3 Members Total

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- 4 Year Term
- No applicant shall serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council
- On call by Human Resources Director

### SELECTION PROCESS

- Council appointment shall be made by the Mayor, with Council ratification
- 1 Employee Group submits name(s) and Council selects appointment
- 1 Agreed by Council and Employee Groups

### CODE REFERENCE

Minute Action 5/31/1945  
Ordinance 1494  
UMC Section 2.36.160

## PLANNING COMMISSION

### PURPOSE

The powers and duties of the Planning Commission shall be to:

1. Prepare, periodically review, and revise, as necessary the General Plan
2. Annually review the Capital Improvement Program of the City and the local public works projects of other local agencies for their consistency with the General Plan
3. Perform other functions as the City Council provides
4. Perform such other land use-related functions pursuant to State laws pertaining to conservation, planning and zoning as the council may direct or provide
5. Serve as the Airport Land Use Committee, applying the procedures and findings set forth in the Municipal Code in regards to all processes relating to a request for an implementation/land use compatibility decision, preparation, adoption and amendment to the Comprehensive Airport Land Use Plan of the City of Upland conforming to requirements set forth in Public Utilities Section 21670.1.
6. Serve as the Historic Preservation Committee as outlined in the Upland Municipal Code.

### MEMBERSHIP

7 Members Total

Airport Land Use Committee consists of:

7 Planning Commissioners

2 ALUC members (possess expertise in aviation)

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- 4 year terms
- No applicant may serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council
- Once a month, 4<sup>th</sup> Wednesday
- Commissioners receive \$100 compensation per meeting (not to exceed \$200 per month)

### SELECTION PROCESS

- The City Clerk causes a request for volunteers to be posted
- Mayor (or Mayor designee), Mayor Pro Tem (or Mayor designee), Planning Commission Chair (or designee selected by Planning Commission), and Development Services Director (advisory) shall serve as an interview panel and interview each applicant
- Interview panel shall recommend at least one candidate per opening to the Mayor for ratification by the Council
- Airport Land Use Commissioners - Mayor shall appoint with Council ratification

### CODE REFERENCE

Resolution 6270

UMC Chapter 17.04

Ordinance 415

Ordinance 1202

Resolution 4697

## STREET TREE ADVISORY COMMITTEE

### PURPOSE

This committee shall study and review the proposed Urban Forestry Management Plan and make appropriate recommendation to Council and staff regarding the matters contained therein; to provide an avenue for citizens to appeal special circumstantial tree problems (i.e., tree removals, street tree designations, spraying for fruit insects); and to review tree removal and other policies.

### MEMBERSHIP

5 Members Total  
Selected from 5 Citizens at Large

### LENTH OF TERM

4 year term expiring in November of even years  
No member shall serve more than two full consecutive terms without the approval of Council by a 4/5<sup>th</sup> vote.

### MEETINGS

2<sup>nd</sup> Thursday of the month on an "on-call" basis.

### SELECTION PROCESS

Each member of the City Council shall submit their nomination to the City Clerk for consideration at a Council meeting.

### CODE REFERENCE

Resolution 4462  
Resolution 5201

## TRAFFIC SAFETY ADVISORY COMMITTEE

### PURPOSE

To advise Council and staff of community concerns regarding issues of traffic safety and to recommend solutions to those concerns.

### MEMBERSHIP

12 Members Total  
5 Citizens at Large  
3 Upland Unified School District  
    1 Board of Trustees Representative  
    1 District Office Representative  
    1 Administration Representative  
1 Chamber of Commerce Representative  
1 Auto Club Representative  
1 Upland Police Department Liaison  
1 Engineering Department Liaison

### LENGTH OF TERM/FREQUENCY OF MEETINGS

4 Year Term (except Police and Engineering Liaisons)  
No applicant shall serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council  
First Wednesday of each month – 8:30 a.m. Police Department on an as needed basis

### SELECTION PROCESS

Citizens at Large - Each member of the City Council shall submit their nomination to the City Clerk for consideration at a Council meeting.

### CODE REFERENCE

Upland Council Minutes, 10/6/64  
Upland Council Minutes, 11/6/78

## ECONOMIC DEVELOPMENT COMMITTEE

### PURPOSE

The function of the committee is to provide an opportunity for review and fact finding relative to significant projects, programs, or activities in economic development operations prior to consideration by the entire Council.

### MEMBERSHIP

2 City Council Members

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- Appointments may coincide with elections biannually or be reviewed and reassigned annually as desired by the Mayor.
- Meetings shall be scheduled as needed.

### SELECTION PROCESS

All standing legislative committees are appointed by the Mayor with Council ratification.

### CODE REFERENCE

UMC Section 2.16.010

Resolution No. 5290

Upland City Council Minutes, 12/01/2001

## POLICE & FIRE COMMITTEE

### PURPOSE

The function of the committee is to provide an opportunity for review and fact finding relative to significant projects, programs, or activities in public safety operations prior to consideration by the entire Council.

### MEMBERSHIP

2 City Council Members

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- Appointments may coincide with elections biannually or be reviewed and reassigned annually as desired by the Mayor.
- Meetings shall be scheduled as needed.

### SELECTION PROCESS

All standing legislative committees are appointed by the Mayor with Council ratification.

### CODE REFERENCE

UMC Section 2.16.010  
Resolution No. 5290  
Upland City Council Minutes, 12/01/2001

## PUBLIC WORKS COMMITTEE

### PURPOSE

The function of the committee is to provide an opportunity for review and fact finding relative to significant projects, programs, or activities in public works operations prior to consideration by the entire Council.

### MEMBERSHIP

2 City Council Members

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- Appointments may coincide with elections biannually or be reviewed and reassigned annually as desired by the Mayor.
- Meetings shall be scheduled as needed.

### SELECTION PROCESS

All standing legislative committees are appointed by the Mayor with Council ratification.

### CODE REFERENCE

UMC Section 2.16.010  
Resolution No. 5290  
Upland City Council Minutes, 12/01/2001

## INVESTMENTS COMMITTEE

### PURPOSE

The Committee shall be responsible for reviewing changes to the City investment reports, transactions, policies and procedures, and strategies, on a quarterly basis.

### MEMBERSHIP

City Treasurer  
2 City Council Members  
Finance Officer (staff)

### LENGTH OF TERM/FREQUENCY OF MEETINGS

- Appointments may coincide with elections biannually or be reviewed and reassigned annually as desired by the Mayor with the exception of the Finance Officer.
- Meetings shall be scheduled as needed.

### SELECTION PROCESS

The City Treasurer is an established elected position and shall serve as the chair of the committee. All standing legislative committees are appointed by the Mayor with Council ratification.

### CODE REFERENCE

UMC Section 2.16.010  
Resolution No. 6394 (Investment Policy)



# STAFF REPORT

**ITEM NO. 11.J.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** JEANNETTE VAGNOZZI, CITY MANAGER  
**SUBJECT:** DISPOSAL OF SURPLUS EQUIPMENT

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## **RECOMMENDED ACTION**

It is recommended that the City Council declare the items included on the attached list as surplus, and authorize the City Manager to initiate disposal of the surplus equipment.

## **GOAL STATEMENT**

The proposed action supports the City's goal to eliminate surplus equipment that is no longer needed for department operations.

## **BACKGROUND**

Over time, the Information Technology Division has accumulated equipment that has become obsolete, damaged, and/or no longer useful for City operations. These items can be sold for re-use to offset the cost of the purchase of new equipment or if there is no residual value they can be properly disposed.

Upland Municipal Code Section 2.48.150 states that all departments shall submit reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. It further states that the items declared surplus may be sold on a competitive bid basis, scrapped, or donated based on highest rate of return.

## **ISSUES/ANALYSIS**

The City disposes of surplus items through a public surplus auction website or directly to vendors if a higher price can be obtained. This is consistent with City Policy and the Upland Municipal Code. The listed items on the attachment that do not appear to have residual or

scrap value, will be disposed. Items that have a residual value will be sold for the highest value.

**FISCAL IMPACTS**

There is minimal fiscal impact associated with this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Equipment to be declared surplus**

	QTY		Gazelle.com	Usell.com
IPhone 6	19		\$35	\$76
IPhone 6 (Broken)	2		\$0	\$19
IPhone 6S	2		\$80	\$101
IPhone 6 Plus	3		\$90	\$108
IPhone 7	3		\$105	\$155
IPhone 7 (Broken)	1		\$35	\$73
Galaxy S7	1		\$80	\$72
Galaxy S7 (Broken)	2		\$5	\$4
Casio G's One	2		\$0	\$0
Kyocera Dura XV	1		\$0	\$0
Samsung Convoy 4	1		\$0	\$0
Samsung Convoy 3	1		\$0	\$0

Total	38
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## STAFF REPORT

**ITEM NO. 12.A.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** STEVEN H. DUKETT, DEVELOPMENT SERVICES CONSULTANT  
LIZ CHAVEZ, DEVELOPMENT SERVICES MANAGER  
MELECIO PICAZO, ECONOMIC DEVELOPMENT COORDINATOR  
**SUBJECT:** CONTINUED PUBLIC HEARING - ORDINANCE AMENDING  
SECTION 5.04.470 OF TITLE 5 OF THE UPLAND MUNICIPAL CODE  
PERTAINING TO THE RATE OF LEVY FOR THE PARKING AND  
BUSINESS IMPROVEMENT AREA

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### RECOMMENDED ACTION

It is recommended that subsequent to a public hearing, the Mayor and City Council adopt an Ordinance amending Section 5.04.470 of Title 5 of the Upland Municipal Code pertaining to the rate of levy for the Parking and Business Improvement Area.

### GOAL STATEMENT

The proposed action supports the City's goal to encourage economic development, revitalization, orderly growth and development, and the elimination of blighting conditions within the Downtown area.

### BACKGROUND

Consistent with the provisions thereof within the California Streets and Highways Code (the "SHC"), on November 1, 1966, the City Council adopted Ordinance No. 773 establishing a Parking and Business Improvement Area (the "PBIA") and providing for a tax levy to business licenses for businesses within the PBIA. The SHC §§ 36000 through 36081 describe the PBIA Law of 1965, as amended. On September 26, 1994, the City Council adopted Resolution No. 4560 declaring the intention to disestablish portions of the PBIA, change the rates of the additional tax levy imposed on the businesses with the PBIA and change the uses to which the proceeds from the tax levy shall apply. On November 28, 1994, the City Council

adopted Resolution No. 4579, which amended certain provisions of Resolution No. 4560 to confirm when the public meeting and hearing would take place with respect to the subject of Resolution No. 4560. On December 20, 1994, the City Council passed and adopted Ordinance No. 1612, which codified within the Upland Municipal Code the amendments to the PBIA proposed within Resolution No. 4560 and reconfirmed within Resolution No. 4579. Collectively, Ordinance Nos. 773 and 1612 are referred to herein as the "PBIA Ordinances". The PBIA Ordinances are codified in sections §§ 5.04.430 through 5.04.520 of the Upland Municipal Code.

## **ISSUES/ANALYSIS**

On July 23, 2018, the City Council received a status update from staff with respect to the PBIA, which included staff's intent to conduct a needs and fiscal capability analysis of the PBIA and to provide the City Council with a further status update, including recommendations for improving the implementation of the PBIA on a going forward basis. On November 26, 2018, staff presented to the City Council the results of the PBIA needs and fiscal capability analysis, including recommendations for improving the implementation of the PBIA on a going forward basis (the PBIA Analysis and Recommendations"). A copy of the analysis is attached, which includes updated information provided by the Public Works Department.

The central theme of the PBIA Analysis and Recommendations is to cease collecting the PBIA tax levy for a period of time beginning during January 2019 and continuing until such time as the City Council adopts, consistent with applicable provisions of California Law, an amending or replacement ordinance or instead takes such other actions or institutes such other programs as may be necessary and appropriate to institute a program or programs and fiscal strategy that are unrelated to a PBIA or are in addition to a PBIA, but are better suited to meeting the needs of Upland's Town Center.

Pursuant to SHC § 36061, changes to the PBIA rate or levy may only be approved by ordinance of the City Council subsequent to conducting a public hearing that is set by resolution of the City Council that is adopted at least fifteen (15) days prior to the public hearing to consider the ordinance and specifies the proposed change and give the time and place of the public hearing to consider the ordinance. Consistent with SHC § 36061, on November 26, 2018, the City Council adopted Resolution No. 6474 setting the public hearing for the purpose of considering an amendment to the PBIA Ordinances for the purpose of reducing the tax levy associated with the PBIA to zero, for 7:00 PM, or as soon thereafter as practicable, on Monday, January 14, 2019 at the City Council's Chambers, 460 North Euclid Avenue, Upland, California (the "Public Hearing"). In conformance with SHC § 36022, on December 3, 2018 notice of the Public Hearing was given by: 1) by causing the publication of Resolution No. 6474 in the Inland Valley Daily Bulletin; and 2) mailing a complete and signed copy of the Resolution to each business in the PBIA. However, during the January 14, 2019 City Council meeting, the public hearing was continued until January 28, 2019 to allow interested parties more time to consider the matter prior to a City Council determination. In that vein, staff also conducted a PBIA workshop on January 23, 2018, to provide interested parties a full-description of the matter.

If adopted, the Ordinance will take effect immediately upon its adoption pursuant to the provisions of California Government Code § 36937 (d) as an ordinance relating to taxes for the usual and current expenses of the City.

## **FISCAL IMPACTS**

All funds attributable to the PBIA and tax levy payments accruing to the PBIA in the City's possession are the property of the City and shall remain with the PBIA and be used for the purposes of the PBIA as the City Council may appropriate, directly or indirectly through delegation of authority per City policies. If the City Council determines that the PBIA

Ordinances shall be amended to reduce the tax levy to zero, then during such period of zero tax levy, no new revenue will accrue to the PBIA.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**Proposed Ordinance amending Section 5.04.470 of Title 5 of the Upland Municipal Code pertaining to the rate of levy for the Parking and Business Improvement Area**

**Exhibit A - PBIA Analysis and Recommendations (November 26, 2018 – Updated January 9, 2019)**

**Exhibit A - Attachment 1 - Public Works Department's assessment of needs within the PBIA**

**Exhibit A - Attachment 2 - Compilation of photographs providing examples of infrastructure deficiencies within the PBIA**

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UPLAND, AMENDING SECTION 5.04.470 OF TITLE 5 OF THE UPLAND MUNICIPAL CODE PERTAINING TO THE RATE OF LEVY FOR THE PARKING AND BUSINESS IMPROVEMENT AREA.

A. Recitals

(i) consistent with the provisions therefor within the California Streets and Highways Code (the "SHC"), on November 1, 1966, the City Council adopted Ordinance No. 773 establishing a Parking and Business Improvement Area (the "PBIA") and providing for a tax levy to business licenses for businesses within the PBIA; and

(ii) the SHC §§ 36000 through 36081 describe the PBIA Law of 1965, as amended; and

(iii) on September 26, 1994, the City Council adopted Resolution No. 4560 declaring the intention to disestablish portions of the PBIA, change the rates of the additional tax levy imposed on the businesses with the PBIA and change the uses to which the proceeds from the tax levy shall apply; and

(iv) on November 28, 1994, the City Council adopted Resolution No. 4579, which amended certain provisions of Resolution No. 4560 to confirm when the public meeting and hearing would take place with respect to the subject of Resolution No. 4560; and

(v) on December 20, 1994, the City Council passed and adopted Ordinance No. 1612, which codified within the Upland Municipal Code the amendments to the PBIA proposed within Resolution No. 4560 and reconfirmed within Resolution No. 4579; and

(vi) collectively, Ordinance Nos. 773 and 1612 are referred to herein as the "PBIA Ordinances"; and

(vii) the PBIA Ordinances are codified with §§ 5.04.430 through 5.04.520 of the Upland Municipal Code; and

(viii) on July 23, 2018, the City Council received a status update from staff with respect to the PBIA, which included staff's intent to conduct a needs and fiscal capability analysis of the PBIA and to provide the City Council with a further status update, including recommendations for improving the implementation of the PBIA on a going forward basis; and

(ix) on November 26, 2018, staff presented to the City Council, the results of the PBIA needs and fiscal capability analysis, including recommendations for improving the implementation of the PBIA on a going forward basis (the "PBIA Analysis and Recommendations"); and

(x) the central theme of the PBIA Analysis and Recommendations is to cease collecting the PBIA tax levy for a period of time beginning during January 2019 and

continuing until such time as the City Council adopts, consistent with applicable provisions of California Law, an amending or replacement ordinance or instead takes such other actions or institutes such other programs as may be necessary and appropriate to institute a program or programs and fiscal strategy that are unrelated to a PBIA or are in addition to a PBIA, but are better suited to meeting the needs of Upland's Town Center; and

(xi) pursuant to SHC § 36061, changes to the PBIA rate or levy may only be approved by ordinance of the City Council subsequent to conducting a public hearing that is set by resolution of the City Council that is adopted at least fifteen (15) days prior to the public hearing to consider the ordinance and specifies the proposed change and give the time and place of the public hearing to consider the ordinance; and

(xii) consistent with SHC § 36061, on November 26, 2018, the City Council adopted Resolution No. 6474 setting the public hearing for the purpose of considering an amendment to the PBIA Ordinances for the purpose of reducing the tax levy associated with the PBIA to zero, for 7:00 PM, or as soon thereafter as practicable, on Monday, January 14, 2019 at the City Council's Chambers, 460 North Euclid Avenue, Upland, California (the "Public Hearing"); and

(xiii) in conformance with SHC § 36022, on December 3, 2018, notice of the Public Hearing was given by: 1) by causing the publication of Resolution No. 6474 in the Inland Valley Daily Bulletin; and 2) mailing a complete and signed copy of the Resolution to each business in the PBIA; and

(xiv) all of the prerequisites with respect to the approval of this Ordinance have been met.

#### B. Ordinance

NOW, THEREFORE, the City Council of the City of Upland does hereby ordain as follows:

Section 1. Incorporation. Unless otherwise amended or repealed herein, §§ 5.04.430 through 5.04.520 of the Upland Municipal Code related to the Parking and Business Improvement Area, are incorporated herein by this reference.

Section 2. Amendment to Rate of Levy. Section 5.04.470 of the Upland Municipal Code is amended in its entirety to read as follows:

"Effective January 1, 2019, the additional levy of the general business license tax imposed upon businesses within the said area over and above the general business license tax imposed on such businesses commencing with January 1, 1967, with the breakdown by class of business and assessment zone are fixed, levied, determined and established as zero."

Section 3. Public Hearing. The City Council hereby finds and determines that this Ordinance has been considered and adopted after the conclusion of a public

meeting and a public hearing with notice(s) given as required by California Streets and Highways Code § 36022.

Section 4. Effectiveness. The City Council hereby finds and determines that this Ordinance shall take effect immediately upon its adoption pursuant to the provisions of California Government Code § 36937 (d) as an ordinance relating to taxes for the usual and current expenses of the City.

Section 5. Severability. The City Council declares that, should any provision, section, paragraph, sentence or words of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of the Ordinance shall remain in full force and effect.

Section 6. Certification. The City Clerk of the City of Upland shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this 14th day of January, 2019.

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

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Upland held on the 14<sup>th</sup> day of January, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST: \_\_\_\_\_  
Keri Johnson, City Clerk

**PBIA ANALYSIS AND RECOMMENDATIONS  
(November 26, 2018 – Updated January 9, 2019)**

**Introduction**

On July 23, 2018, the City Council received a written and oral status update from staff with respect to the PBIA, which included a summary of revenues, expenditures, appropriations, funding requests and an overview of the improvements funded and proposed to be completed within the Upland Town Center. Staff also indicated its intent to conduct a needs and fiscal capability analysis of the PBIA and to provide the City Council with a further status update, including recommendations for improving the implementation of the PBIA on a going forward basis.

**Current PBIA Fiscal Summary**

During Fiscal Year 2017-18, the City Council approved a PBIA budget of \$146,000; \$40,000 for the installation of electrical outlet improvements for downtown and \$106,000 for the 1st Avenue Parking Lot Rehabilitation and Striping Project (Northeast corner of 1<sup>st</sup> Avenue and "A" Street). The electrical improvements were completed in July 2018 and actually cost about \$28,000 (a budget savings of \$12,000). The 1st Avenue Parking Lot Rehabilitation and Striping Project is in its design phase and is expected to go out to bid during the second half of FY 2018-19. The project is being managed by the City's Public Works Department. It is now anticipated that the Project will require \$150,000 to complete.

As of July 1, 2018, the fund balance in the PBIA fund was approximately \$160,000, consisting of \$150,000 reserved for the 1st Avenue Parking Lot Rehabilitation and Striping Project and \$10,000 for the installation of bike racks in Downtown. Therefore, the current \$160,000 fund balance is fully reserved.

The PBIA has generated about \$43,400 per year of revenue during the last 5 years. Based on conservative estimates, the PBIA fund is projected to receive \$43,600 of revenue during Fiscal Year 2018-19. The approved \$53,600 Fiscal Year 2018-19 PBIA budget includes \$10,000 for the installation of bike racks in Downtown and \$43,600 for Historic Downtown Upland, Inc. (the "HDU"), a legal entity formed by the merchants in to assist them with their operations. At that time, it was envisioned that the HDU assistance would be funded from PBIA revenues (as received).

**Summary of Needs Analysis**

The Upland Town Center area has significant needs for new and upgraded public infrastructure improvements including, but not limited to street improvements (i.e., surface maintenance and reconstruction), curb, gutter and sidewalk improvements (i.e., surface maintenance, reconstruction and rock curb restoration), water system improvements (i.e., system upgrades and

replacements), sewer improvements (i.e., system upgrades and replacements), parking lot improvements (i.e., maintenance, pavement reconstruction, re-striping, lighting, trash enclosures, etc.). Since November 26, 2018, the Public Works Department has prepared a more in-depth assessment of the specific improvements that are required within the PBIA. A summary of the budget estimates by improvement type are as follows:

Street Improvements:	\$2,401,855
Electrical Improvements:	\$731,100
Water Improvements:	\$2,337,000
Sewer Improvements:	\$205,200
Storm Drain Improvements:	\$927,600
General Improvements:	\$506,000
Total Street Improvements:	\$7,108,755
Parking Lot Improvements:	\$685,000
Contingency @ 20%:	\$1,558,751
Total Construction:	\$9,352,506
Professional Services Estimate:	<u>\$2,019,937</u>
TOTAL DEVELOPMENT ESTIMATE:	\$11,372,443

A copy of the Public Works Department’s assessment of needs within the PBIA is included as Attachment “1” to this report. Attachment “2” to this report is a compilation of photographs providing examples of infrastructure deficiencies within the PBIA. Based on the foregoing, staff believes that \$11.5 million-worth of improvements are needed to fully restore the public infrastructure within PBIA.

**Summary of Fiscal Capability Analysis**

Based on current revenue estimates (using current tax levy amounts), the PBIA is projected to generate about \$43,600 per year on a going forward basis. As noted above, staff has roughly estimated that the PBIA’s public infrastructure needs are \$11.5 million (in current dollars). If the PBIA were to be the sole funding source for these improvements, it would take between 261 years to raise such amounts without factoring inflation. As a result, it is practically impossible for the PBIA to solely fund such improvements. Further, the foregoing evidences that in terms of the PBIA’s capability of funding its infrastructure needs, it is incapable of doing so. In other words, the only way that the infrastructure needs of the Upland Town

Center can be met within a reasonable period of time is to consider amending or replacing the PBIA Ordinances or instead to take such other actions or institute such other programs as may be necessary and appropriate to institute a program or programs and fiscal strategy that may be unrelated to a PBIA, but are better suited to meeting the needs of Upland's Town Center.

### **Recommendations**

Based on the foregoing, staff is recommending that the City Council consider alternative ways of meeting the needs of Upland's Town Center. This would include the preparation of a specific infrastructure deficiency study by professional engineers and an assessment of financing and funding mechanisms that are better suited to meeting the needs of Upland's Town Center. The specifics of the work program needed for this purpose would be included within a future City budget. In the interim, staff recommends that the City cease collecting the PBIA tax levy for a period of time beginning during January 2019 and continuing until such time as the City Council adopts, consistent with applicable provisions of California Law, an amending or replacement ordinance or instead takes such other actions or institutes such other programs as may be necessary and appropriate to institute a program or programs and fiscal strategy that are unrelated to a PBIA or are in addition to a PBIA, but are better suited to meeting the needs of Upland's Town Center.

### **Attachments**

1. Attachment "1" is a copy of the Public Works Department's assessment of needs within the PBIA.
2. Attachment "2" is a compilation of photographs providing examples of infrastructure deficiencies within the PBIA.

<b>DOWNTOWN IMPROVEMENTS</b>																	
<b>PRELIMINARY CONCEPT COST ESTIMATE (Prepared without Plans utilizing Google Maps)</b>																	
				<b>"A" STREET</b>		<b>9TH STREET</b>		<b>"C" STREET</b>		<b>"D" STREET</b>		<b>1ST AVENUE</b>		<b>2ND AVENUE</b>		<b>TOTALS</b>	
				Euclid to 3rd		Euclid to 3rd		Euclid to 3rd		Euclid to 3rd		A St. to D St.		A St. to Arrow Hwy.			
				Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,350'		Length ~ 1,770'			
				Width ~ 36' C to C		Width ~ 54' C to C		Width ~ 48'		Width ~ 40'		Width ~ 48'		Width ~ 52'			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>
<b>STREET IMPROVEMENTS</b>																	
SI-01	Cold Mill Existing AC Pavement, 2" Depth	SF	\$ 0.75	40,320	\$ 30,240	60,480	\$ 45,360	53,760	\$ 40,320	44,800	\$ 33,600	64,800	\$ 48,600	92,040	\$ 69,030	356,200	\$ 267,150
SI-02	Construct Dense Graded Asphalt Concrete (DGAC) Base Course Type B PG 64-10	TON	\$ 77.00	0				400	\$ 30,800							400	\$ 30,800
SI-03	Construct 2" Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16) Overlay.	TON	\$ 93.00	600	\$ 55,800	850	\$ 79,050	750	\$ 69,750	625	\$ 58,125	900	\$ 83,700	1,300	\$ 120,900	5,025	\$ 467,325
SI-04	R&R P.C.C. Curb & Gutter	LF	\$ 70.00	225	\$ 15,750	1,220	\$ 85,400	300	\$ 21,000					540	\$ 37,800	2,285	\$ 159,950
SI-05	R&R Rock Curb & Std. Gutter per City of Upland Std.	LF	\$ 115.00					750	\$ 86,250	1,560	\$ 179,400	1,700	\$ 195,500	880	\$ 101,200	4,890	\$ 562,350
SI-06	R&R Sidewalk (30-inch square score marking or match existing)	SF	\$ 10.00	1,200	\$ 12,000	2,700	\$ 27,000	4,500	\$ 45,000	3,360	\$ 33,600	5,400	\$ 54,000	2,600	\$ 26,000	19,760	\$ 197,600
SI-07	R&R P.C.C. Curb Ramp & Yellow Detectable Warning Devices (Truncated Domes)	EA	\$ 4,000.00	4	\$ 16,000	8	\$ 32,000	6	\$ 24,000	5	\$ 20,000			4	\$ 16,000	27	\$ 108,000
SI-08	R&R P.C.C. Driveway Approach and/or Alley Approach	SF	\$ 12.00	2,000	\$ 24,000	1,500	\$ 18,000	2,500	\$ 30,000	1,900	\$ 22,800	5,200	\$ 62,400	3,000	\$ 36,000	16,100	\$ 193,200
SI-09	R&R Decorative Brick/Stamped Concrete Driveway Approach, Alley Approach, or Flatwork	SF	\$ 15.00	2,400	\$ 36,000	5,700	\$ 85,500	450	\$ 6,750					1,344	\$ 20,160	9,894	\$ 148,410
SI-10	R&R P.C.C. Cross Gutter / Spandrel	SF	\$ 16.00	3,200	\$ 51,200	1,050	\$ 16,800	3,400	\$ 54,400	2,910	\$ 46,560					10,560	\$ 168,960
SI-11	Adjust Manhole to Finish Grade	EA	\$ 1,500.00	6	\$ 9,000	4	\$ 6,000	3	\$ 4,500	2	\$ 3,000	1	\$ 1,500			16	\$ 24,000
SI-12	Install 12" Thermoplastic Crosswalk / Limit Line per Caltrans Std. Plan A24E (White / Yellow)	LF	\$ 3.50			500	\$ 1,750	950	\$ 3,325	950	\$ 3,325	90	\$ 315	255	\$ 893	2,745	\$ 9,608
SI-13	Install 24" wide Thermoplastic Crosswalk Striping Ladder Style ( white or yellow)	LF	\$ 6.00			0	\$ -					450	\$ 2,700	450	\$ 2,700	900	\$ 5,400
SI-14	Install 8" Thermoplastic Channelizing Line	LF	\$ 2.50			70	\$ 175	360	\$ 900					45	\$ 113	475	\$ 1,188
SI-15	Install Painted (two coats) 4" White Lane Line with type G Markers	LF	\$ 1.25			3,305	\$ 4,131					800	\$ 1,000			4,105	\$ 5,131
SI-16	Install Painted (two coats ) Double Yellow Lines with Type D Markers	LF	\$ 1.75			350	\$ 613	1,125	\$ 1,969			800	\$ 1,400	265	\$ 464	2,540	\$ 4,445
SI-17	Install 4" Yellow Centerline with Type D Markers	LF	\$ 1.00							925	\$ 925			464	\$ 464	1,389	\$ 1,389
SI-18	Install Thermoplastic Type IV (L) Arrow - Left Arrow	EA	\$ 200.00			1	\$ 200	5	\$ 1,000					2	\$ 400	8	\$ 1,600
SI-19	Install Thermoplastic Type VII (L) Arrow - Straight Arrow & Left Arrow	EA	\$ 350.00			1	\$ 350									1	\$ 350
SI-20	Install Thermoplastic "STOP" Legend	EA	\$ 400.00			4	\$ 1,600	11	\$ 4,400	10	\$ 4,000	9	\$ 3,600	7	\$ 2,800	41	\$ 16,400
SI-21	Install Thermoplastic "YIELD" Legend	EA	\$ 400.00			2	\$ 800							2	\$ 800	4	\$ 1,600
SI-22	Install Thermoplastic "SIGNAL AHEAD" Legend	EA	\$ 600.00	1	\$ 600	1	\$ 600	1	\$ 600	1	\$ 600			1	\$ 600	5	\$ 3,000
SI-23	Install Thermoplastic "SCHOOL XING AHEAD" Legend	EA	\$ 1,000.00														\$ -
SI-24	Install Thermoplastic "PED XING AHEAD" Legend	EA	\$ 1,000.00									2	\$ 2,000	2	\$ 2,000	4	\$ 4,000
SI-25	Install Parking Lot Striping (Double Striped)	LS	\$ 10,000.00			1	\$ 10,000							1	\$ 10,000	2	\$ 20,000
					<b>Subtotal</b>		<b>\$ 250,590</b>		<b>\$ 415,329</b>		<b>\$ 424,964</b>		<b>\$ 405,935</b>		<b>\$ 456,715</b>		<b>\$ 2,401,855</b>
<b>ELECTRICAL IMPROVEMENTS</b>																	
E-01	Furnish & Install Street Light Pole (Ameron Corsican 20CT15) & King LED Luminaire (KCK118 Washington)	EA	\$ 13,500.00					6	\$ 81,000	8	\$ 108,000	7	\$ 94,500	6	\$ 81,000	27	\$ 364,500
E-02	Furnish and Install 2-inch Dia. Electrical Conduit with Pull Rope	LF	\$ 50.00					1,120	\$ 56,000	1,120	\$ 56,000	850	\$ 42,500	750	\$ 37,500	3,840	\$ 192,000
E-03	Furnish and Install Electrical Conductors (Wires)	LS	\$ 8,000.00					1	\$ 8,000	1	\$ 8,000	1	\$ 8,000	1	\$ 8,000	4	\$ 32,000
E-04	Furnish and Install Caltrans No. 3-1/2 Pull Box w/Conduit Sweeps	EA	\$ 1,800.00					8	\$ 14,400	8	\$ 14,400	6	\$ 10,800	5	\$ 9,000	27	\$ 48,600
E-05	Furnish and Install Type III BF Electric Service, including foundation and appurtenances	EA	\$ 11,000.00					1	\$ 11,000	1	\$ 11,000	1	\$ 11,000	1	\$ 11,000	4	\$ 44,000
E-06	Furnish and Install Traffic Signal Video Detection System (Itecs Vector Cameras, Processors, Extension Modules, Color LCD Module, cables, etc.)	LS	\$ 50,000.00			1	\$ 50,000									1	\$ 50,000
					<b>Subtotal</b>		<b>\$ 50,000</b>		<b>\$ 170,400</b>		<b>\$ 197,400</b>		<b>\$ 166,800</b>		<b>\$ 146,500</b>		<b>\$ 731,100</b>
<b>WATER IMPROVEMENTS</b>																	
W-01	Trench Shoring and Safety (Water Improvements)	LF	\$ 15.00			1,120	\$ 16,800	1,120	\$ 16,800	1,120	\$ 16,800	1,350	\$ 20,250	1,770	\$ 26,550	6,480	\$ 97,200
W-02	Furnish & Install 8" CML&C Class 300 Steel Water Line & Fittings (Joints Fully Welded)	LF	\$ 150.00			1,120	\$ 168,000	1,120	\$ 168,000	1,120	\$ 168,000	1,350	\$ 202,500	1,770	\$ 265,500	6,480	\$ 972,000
W-03	Furnish & Install 8" Gate Valve including fittings	EA	\$ 3,000.00	3	\$ 9,000	14	\$ 42,000	14	\$ 42,000	14	\$ 42,000	7	\$ 21,000	8	\$ 24,000	60	\$ 180,000
W-04	Connect New Water Main to Existing Main, Hot Tap with Full Wrap	EA	\$ 10,000.00			4	\$ 40,000	4	\$ 40,000	4	\$ 40,000	4	\$ 40,000	5	\$ 50,000	21	\$ 210,000
W-05	Furnish & Install 6" Fire Hydrant Assembly	EA	\$ 10,000.00	3	\$ 30,000	4	\$ 40,000	4	\$ 40,000	4	\$ 40,000	5	\$ 50,000	6	\$ 60,000	26	\$ 260,000
W-06	Furnish & Install 1" Service Lateral and Box and Connect to Existing Customer Service	EA	\$ 3,000.00			16	\$ 48,000	11	\$ 33,000	13	\$ 39,000	18	\$ 54,000	61	\$ 183,000	119	\$ 357,000
W-07	Cut, Plug and Install Blind Flange or Abandon Existing Water Main	LS	\$ 9,000.00			5	\$ 45,000	5	\$ 45,000	5	\$ 45,000					15	\$ 135,000
W-08	Furnish & Install 2" Air Release Valve (Location as Directed by the Engineer in the Field)	EA	\$ 7,000.00			1	\$ 7,000	1	\$ 7,000	1	\$ 7,000	2	\$ 14,000	2	\$ 14,000	7	\$ 49,000
W-09	Adjust Existing Water Valve Can and Cover to Finish Grade.	EA	\$ 800.00	6	\$ 4,800	20	\$ 16,000	20	\$ 16,000	20	\$ 16,000	14	\$ 11,200	16	\$ 12,800	96	\$ 76,800
					<b>Subtotal</b>		<b>\$ 43,800</b>		<b>\$ 422,800</b>		<b>\$ 407,800</b>		<b>\$ 413,800</b>		<b>\$ 412,950</b>		<b>\$ 2,337,000</b>
<b>SEWER IMPROVEMENTS</b>																	
SS-01	Trench Shoring and Safety (Sewer Improvements)	EA	\$ 5,000.00	4	\$ 20,000	3	\$ 15,000	1	\$ 5,000	1	\$ 5,000					9	\$ 45,000

<b>DOWNTOWN IMPROVEMENTS</b>																	
<b>PRELIMINARY CONCEPT COST ESTIMATE (Prepared without Plans utilizing Google Maps)</b>																	
				<b>"A" STREET</b>		<b>9TH STREET</b>		<b>"C" STREET</b>		<b>"D" STREET</b>		<b>1ST AVENUE</b>		<b>2ND AVENUE</b>		<b>TOTALS</b>	
				Euclid to 3rd		Euclid to 3rd		Euclid to 3rd		Euclid to 3rd		A St. to D St.		A St. to Arrow Hwy.			
				Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,350'		Length ~ 1,770'			
				Width ~ 36' C to C		Width ~ 54' C to C		Width ~ 48'		Width ~ 40'		Width ~ 48'		Width ~ 52'			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>
SS-02	Furnish, Place, Maintain, and Remove Manhole False Bottom Plywood Floor	EA	\$ 1,200.00	3	\$ 3,600	1	\$ 1,200	1	\$ 1,200	1	\$ 1,200					6	\$ 7,200
SS-03	Remove Existing Brick Manhole and Construct New Concrete Manhole With Trough Base ( 6 ½ -feet < Depth < 12 -feet) per APWA Standards	EA	\$ 12,000.00	4	\$ 48,000	3	\$ 36,000	1	\$ 12,000	1	\$ 12,000					9	\$ 108,000
SS-04	Provide Temporary Sewer Bypass During Construction	LS	\$ 5,000.00	4	\$ 20,000	3	\$ 15,000	1	\$ 5,000	1	\$ 5,000					9	\$ 45,000
			<b>Subtotal</b>		<b>\$ 91,600</b>		<b>\$ 67,200</b>		<b>\$ 23,200</b>		<b>\$ 23,200</b>						<b>\$ 205,200</b>
<b>STORM DRAIN IMPROVEMENTS</b>																	
SD-01	Trench Shoring and Safety (Storm Drain Improvements)	LF	\$ 20.00									1,605	\$ 32,100			1,605	\$ 32,100
SD-02	Furnish & Install 24-Inch Dia. RCP Storm Drain (D-Load per Plan)	LF	\$ 200.00									1,605	\$ 321,000			1,605	\$ 321,000
SD-03	Jack & Bore under Railroad Tracks along 1st Ave. alignment to Stowell St.	LS	\$ 400,000.00									1	\$ 400,000			1	\$ 400,000
SD-04	Construct Curb Opening Catch Basin (W=7')	EA	\$ 10,000.00									8	\$ 80,000			8	\$ 80,000
SD-05	Retrofit Existing Catch Basin Required per NPDES Trash Amendment	EA	\$ 2,500.00	5	\$ 12,500	10	\$ 25,000					2	\$ 5,000	4	\$ 10,000	21	\$ 52,500
SD-06	Construct Storm Drain Manhole	EA	\$ 7,000.00									6	\$ 42,000			6	\$ 42,000
			<b>Subtotal</b>		<b>\$ 12,500</b>		<b>\$ 25,000</b>						<b>\$ 880,100</b>		<b>\$ 10,000</b>		<b>\$ 927,600</b>
<b>GENERAL IMPROVEMENTS</b>																	
G-01	Traffic / Pedestrian Control, Public Convenience and Safety	LS	\$ 50,000.00	1	\$ 50,000	1	\$ 50,000	1	\$ 50,000	1	\$ 50,000	1	\$ 50,000	1	\$ 50,000	6	\$ 300,000
G-02	Construction Survey / Staking	LS	\$ 10,000.00	1	\$ 10,000	1	\$ 10,000	1	\$ 10,000	1	\$ 10,000	2	\$ 20,000	1	\$ 10,000	7	\$ 70,000
G-03	Storm Water Pollution Prevention Plan (SWPPP), Implementation, BMP Maintenance and Removal	LS	\$ 6,000.00	1	\$ 6,000	1	\$ 6,000	1	\$ 6,000	1	\$ 6,000	1	\$ 6,000	1	\$ 6,000	6	\$ 36,000
G-04	Potholing and Utility Verification	LS	\$ 8,000.00	1	\$ 8,000	1	\$ 8,000	1	\$ 8,000	1	\$ 8,000	3	\$ 24,000	1	\$ 8,000	8	\$ 64,000
G-05	Furnish, Install, Maintain, and Remove Project Identification Sign	EA	\$ 3,000.00	2	\$ 6,000	2	\$ 6,000	2	\$ 6,000	2	\$ 6,000	2	\$ 6,000	2	\$ 6,000	12	\$ 36,000
			<b>Subtotal</b>		<b>\$ 80,000</b>		<b>\$ 80,000</b>		<b>\$ 80,000</b>		<b>\$ 80,000</b>		<b>\$ 106,000</b>		<b>\$ 80,000</b>		<b>\$ 506,000</b>
<b>PARKING LOT IMPROVEMENTS</b>																	
PL-01	Parking Lot located east of 1st Avenue, north of A Street	LS	\$ 150,000														
PL-02	Parking Lot located north of A Street, west of 3rd Avenue	LS	\$ 130,000														
PL-03	Parking Lot located east of 1st Avenue, south of C Street	LS	\$ 150,000														
PL-04	Parking Lot located east of 1st Avenue, north of C Street	LS	\$ 80,000														
PL-05	Future Parking Lot located between 2nd & 3rd Avenue and C Street to D Street	LS	\$ 175,000														
			<b>Subtotal</b>		<b>\$ 685,000</b>												
			<b>TOTAL STREETS</b>		<b>\$ 478,490</b>		<b>\$ 1,060,329</b>		<b>\$ 1,106,364</b>		<b>\$ 1,120,335</b>		<b>\$ 2,022,565</b>		<b>\$ 1,320,673</b>		<b>\$ 7,108,755</b>
			<b>TOTAL PARKING LOTS</b>		<b>\$ 685,000</b>												<b>\$ 685,000</b>
			<b>CONTINGENCY @ 20%</b>		<b>\$ 137,000</b>		<b>\$ 95,698</b>		<b>\$ 212,066</b>		<b>\$ 221,273</b>		<b>\$ 224,067</b>		<b>\$ 404,513</b>		<b>\$ 1,558,751</b>
			<b>TOTAL CONSTRUCTION</b>		<b>\$ 822,000</b>		<b>\$ 574,188</b>		<b>\$ 1,272,395</b>		<b>\$ 1,327,637</b>		<b>\$ 1,344,402</b>		<b>\$ 2,427,078</b>		<b>\$ 1,584,807</b>
<b>PROFESSIONAL SERVICES ESTIMATE</b>																	
1	Preparation of Improvement Plans, Specifications, and Estimates (Based on % of Const. Cost)			15%	\$ 86,128	12%	\$ 152,687	12%	\$ 159,316	12%	\$ 161,328	12%	\$ 291,249	12%	\$ 190,177		\$ 1,040,886
2	Compaction / Material Testing Services	LS	18,000.00	1	\$ 18,000	1	\$ 18,000	1	\$ 18,000	1	\$ 18,000	2	\$ 36,000	1	\$ 18,000		\$ 126,000
3	Construction Contract Administration & Inspection (Based on % of Const. Cost)			10%	\$ 57,419	10%	\$ 127,239	10%	\$ 132,764	10%	\$ 134,440	10%	\$ 242,708	10%	\$ 158,481		\$ 853,051
			<b>Subtotal</b>		<b>\$ 161,547</b>		<b>\$ 297,927</b>		<b>\$ 310,080</b>		<b>\$ 313,768</b>		<b>\$ 569,957</b>		<b>\$ 366,658</b>		<b>\$ 2,019,937</b>
			<b>TOTAL DESIGN + CONSTRUCTION</b>		<b>\$ 735,735</b>		<b>\$ 1,570,321</b>		<b>\$ 1,637,717</b>		<b>\$ 1,658,170</b>		<b>\$ 2,997,035</b>		<b>\$ 1,951,465</b>		<b>\$ 11,372,443</b>
<b>CITY-FURNISHED MATERIALS</b>																	
1	1" Water Meters	EA	460.00			16	\$ 7,360	11	\$ 5,060	13	\$ 5,980	18	\$ 8,280	61	\$ 28,060	119	\$ 54,740

<b>DOWNTOWN IMPROVEMENTS</b>																	
<b>PRELIMINARY CONCEPT COST ESTIMATE (Prepared without Plans utilizing Google Maps)</b>																	
				<b>"A" STREET</b>		<b>9TH STREET</b>		<b>"C" STREET</b>		<b>"D" STREET</b>		<b>1ST AVENUE</b>		<b>2ND AVENUE</b>		<b>TOTALS</b>	
				Euclid to 3rd		Euclid to 3rd		Euclid to 3rd		Euclid to 3rd		A St. to D St.		A St. to Arrow Hwy.			
				Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,120'		Length ~ 1,350'		Length ~ 1,770'			
				Width ~ 36' C to C		Width ~ 54' C to C		Width ~ 48'		Width ~ 40'		Width ~ 48'		Width ~ 52'			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>	<b>Quantity</b>	<b>Total</b>
2	#38 Armocast Water Box (for 1-inch meters)	EA	146.00			16	\$ 2,336	11	\$ 1,606	13	\$ 1,898	18	\$ 2,628	61	\$ 8,906	119	\$ 17,374
			<b>Subtotal</b>				<b>\$ 9,696</b>		<b>\$ 6,666</b>		<b>\$ 7,878</b>		<b>\$ 10,908</b>		<b>\$ 36,966</b>		<b>\$ 72,114</b>



#1 Euclid Ave. (City Hall)



#2 Euclid Ave. (City Hall)



#5 Euclid Ave. and Arrow Hwy.



#6 Euclid Ave. and Arrow Hwy.



#7 Euclid Ave. and Arrow Hwy.



#8 Euclid Ave.



#9 Euclid Ave.



#10 Euclid Ave. and F St.



#11 F St. and 1<sup>st</sup> Ave.



#12 F St. and 1<sup>st</sup> Ave.



#13 F St. and 1<sup>st</sup> Ave.



#14 1<sup>st</sup> Ave. and Arrow Hwy.



#15 1<sup>st</sup> Ave. and Arrow Hwy.



#16 2<sup>nd</sup> Ave. and Arrow Hwy.



#17 2<sup>nd</sup> Ave.



#18 2<sup>nd</sup> Ave.



#19 2<sup>nd</sup> Ave.



#20 D St.



#21 D St.



#22 D St.



#23 D St. and 3<sup>rd</sup> Ave.



#24 D St. and 3<sup>rd</sup> Ave.



#25 D St. and 3<sup>rd</sup> Ave.



#26 D St.



#27 D St. and C Ave.



#28 D St. and C Ave.



#29 3<sup>rd</sup> Ave. and C St. and (Parking Lot)



#30 3<sup>rd</sup> Ave. and C St. and (Parking Lot)



#31 3<sup>rd</sup> Ave. and C St. and (Parking Lot)



#32 C St. and Alley



#33 C St. and Alley



#34 C St. and Alley



#35 C St. and Alley (Parking Lot)



#36 C St. and Alley (Parking Lot)



#37 C St. and Alley



#38 C St. and Alley



#39 9<sup>th</sup> St and Alley Crosswalk



#40 9<sup>th</sup> St and Alley Crosswalk



#41 9<sup>th</sup> St. and 3<sup>rd</sup> Ave.



#42 9<sup>th</sup> St. and 3<sup>rd</sup> Ave.



#43 3<sup>rd</sup> Ave.



#44 3<sup>rd</sup> Ave.



#45 3<sup>rd</sup> Ave.



#46 3<sup>rd</sup> Ave. and A St. (Parking Lot)



#47 3<sup>rd</sup> Ave. and A St. (Parking Lot)



#48 3<sup>rd</sup> Ave. and A St. (Parking Lot)



#49 A St. and 4<sup>th</sup> Ave.



#50 A St.



#51 A St. and 5<sup>th</sup> Ave.



#52 5<sup>th</sup> Ave.



#53 A St. (Abandoned Edison Substation)



#54 A St. (Abandoned Edison Substation)



#55 A St. (Train Depot)



#56 A St. (Train Depot)



#57 2<sup>nd</sup> Ave (Glover's Mall Parking Lot Access Passageway)



#58 2<sup>nd</sup> Ave (Treewell at Yeh Building)



#59 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Traffic Circle)



#60 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Gazebo)



#61 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Gazebo)



#62 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Gazebo)



#63 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Gazebo)



#64 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Gazebo)



#65 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Gazebo)



#66 9<sup>th</sup> St. and 2<sup>nd</sup> Ave. (Gazebo)



#67 9<sup>th</sup> St. and 2<sup>nd</sup> Ave.



#68 9<sup>th</sup> St. (Kiosk)



#69 9<sup>th</sup> St. (Kiosk)



#70 9<sup>th</sup> St. (Kiosk)



#71 9th St. and A St. (Alley Approach)



#72 9th St. and A St. (Alley)



#73 9<sup>th</sup> St. and A St. (Alley)



#74 A St. and 1<sup>st</sup> Ave (Parking Lot)



#75 9<sup>th</sup> St. and A St. (Alley)



#76 9<sup>th</sup> St. and A St. (Alley)



#77 A St. and 1<sup>st</sup> Ave (Parking Lot)



#78 A St. and 1<sup>st</sup> Ave (Parking Lot)



#79 9<sup>th</sup> St. and A St. (Alley)



#80 A St. (Parking Lot)



#81 A St. (Parking Lot)



#82 A St.



#83 A St. and 1<sup>st</sup> Ave.



#84 A St. and 1<sup>st</sup> Ave.



#85 1<sup>st</sup> Ave.



#86 1<sup>st</sup> Ave.



#87 1<sup>st</sup> Ave.



#88 1<sup>st</sup> Ave.



#89 1<sup>st</sup> Ave.



#90 1<sup>st</sup> Ave.



#91 1<sup>st</sup> Ave.



#92 1<sup>st</sup> Ave. (Parking Lot)



#93 1<sup>st</sup> Ave. (Parking Lot)



#94 1<sup>st</sup> Ave. (Parking Lot)



#95 1<sup>st</sup> Ave.



#96 1<sup>st</sup> Ave. (Parking Lot)



#97 1<sup>st</sup> Ave (Roy's Bikeshop)



#98 1<sup>st</sup> Ave. (Roy's Bikeshop)



#99 1<sup>st</sup> Ave. and 9<sup>th</sup> St.



#100 1<sup>st</sup> Ave. and 9<sup>th</sup> St.



#101 1<sup>st</sup> Ave. and 9<sup>th</sup> St.



#102 1<sup>st</sup> Ave. and 9<sup>th</sup> St.



#103 1<sup>st</sup> Ave. and 9<sup>th</sup> St.



#104 9<sup>th</sup> St. (Upland Archway)



#105 9<sup>th</sup> St. (Alley at Spirit of 76 Gas Station)



#106 Euclid Ave. (1<sup>st</sup> United Methodist Church)



#107 C St. and Euclid Ave.



#108 C St. and Euclid Ave.



#109 C St.



#110 C St.



#111 C St. and 1<sup>st</sup> Ave.



#112 C St. and 1<sup>st</sup> Ave.



#113 C St. and 1<sup>st</sup> Ave.



#114 C St. and 1<sup>st</sup> Ave.



#115 C St. and 1<sup>st</sup> Ave.



#116 C St. and 1<sup>st</sup> Ave.



#117 C St. and 1<sup>st</sup> Ave.



#118 C St. and 1<sup>st</sup> Ave.



#119 1<sup>st</sup> Ave.



#120 1<sup>st</sup> Ave.



#121 1<sup>st</sup> Ave.



#122 1<sup>st</sup> Ave. and C St. (Parking Lot)



#123 1<sup>st</sup> Ave. and C St. (Parking Lot)



#124 1<sup>st</sup> Ave. and C St. (Parking Lot)



#125 1<sup>st</sup> Ave. and C St. (Parking Lot)



#126 1<sup>st</sup> Ave. and C St. (Parking Lot)



#127 C St.



#128 C St.



#129 C St.



#130 C St.



#131 C St. and 2<sup>nd</sup> Ave.



#132 2<sup>nd</sup> Ave. and 9<sup>th</sup> St. (Traffic Circle)



#133 2<sup>nd</sup> Ave.



#134 2<sup>nd</sup> Ave (Kiosk)



#135 2<sup>nd</sup> Ave. (Kiosk)



#136 2<sup>nd</sup> Ave.



#137 2<sup>nd</sup> Ave. and C St.



#138 2<sup>nd</sup> Ave. and C St.



#139 2<sup>nd</sup> Ave. and C St.



#140 2<sup>nd</sup> Ave. and C St.



#141 2<sup>nd</sup> Ave.



#142 2<sup>nd</sup> Ave.



#143 2<sup>nd</sup> Ave. and D St.



#144 2<sup>nd</sup> Ave. and D St.



#145 D St.



#146 D St. (Alley)



#147 D St. (Alley)



#148 D St. (Alley)



#149 D St. (Alley)



#150 D St. (Alley at Biketrail)



#151 C St. and 1<sup>st</sup> Ave (Parking Lot)



#152 C St. and 1<sup>st</sup> Ave (Parking Lot)



#153 C St. and 1<sup>st</sup> Ave (Parking Lot)



#154 C St. and 1<sup>st</sup> Ave (Parking Lot)



#155 C St. and 1<sup>st</sup> Ave (Parking Lot)



#156 C St. and 1<sup>st</sup> Ave (Parking Lot)



#157 C St. and 1<sup>st</sup> Ave (Parking Lot)



#158 C St. and 1<sup>st</sup> Ave (Parking Lot)



#159 C St. and 1<sup>st</sup> Ave.



#160 1<sup>st</sup> Ave.



#161 1<sup>st</sup> Ave.



#162 1<sup>st</sup> Ave.



#163 1<sup>st</sup> Ave.



#164 1<sup>st</sup> Ave.



#165 1<sup>st</sup> Ave.



#166 1<sup>st</sup> Ave. and D St.



## STAFF REPORT

**ITEM NO. 14.A.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL MEMBERS  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, PUBLIC WORKS DIRECTOR  
**SUBJECT:** 2018 AGREEMENT TO APPROPRIATIVE POOL POOLING PLAN AND CAMA AMENDMENTS

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### **RECOMMENDED ACTION**

It is recommended that the City Council authorize approval of the 2018 Agreement to Appropriative Pool Pooling Plan and Court Approved Management Agreement (CAMA) Amendments associated with the adjudicated Chino Groundwater Basin.

### **GOAL STATEMENT**

The proposed action will support the City's goal to properly manage water resources and minimize claim awards and legal expenses.

### **BACKGROUND**

The Chino Basin Judgement was ordered in 1978. This judgement adjudicated water rights within the basin and set the Safe Yield of the basin. The Safe Yield is the amount of water that can be extracted from the basin without requiring replenishment water. The initial Safe Yield of the Chino Basin was set at 140,000AF per year, but reserved the right of the Court to amend the judgement in order to re-determine the Safe Yield after the first ten years of operation of the Physical Solution established under the judgement, PEACE I dated June 29, 2000, and subsequently amended in September 2004 and December 2007.

Since the approval of the PEACE I agreement, there have been subsequent documents approved, including, but not limited to PEACE II (2007) & the Optimum Basin Management Plan.

**The Chino Basin Judgement requires that the basin safe yield be evaluated and re-established in 2010.** Due to a number of complex factors and potential impacts to the

parties to the judgement, the parties have been working to determine the appropriate Safe Yield and related implementation matters.

On November 9, 2015, the City Council approved the Safe Yield Reset Agreement. This initial agreement was submitted to the court. Two parties expressed opposition to the agreement.

On February 22, 2017, Judge Stanford E. Richert issued Revised Final Orders. His Revised Final Orders only address a portion of the 2015 Safe Yield Reset Agreement.

The following is a summary of Judge Richert's positions:

- The Safe Yield Reset should be 135,000AF/Year;
- The procedure for evaluating the Safe Yield as presented in the 2015 Safe Yield Reset Agreement shall be implemented;
- Land Use Conversions shall be 2.0AF/AC and take priority of Early Transfers; and
- The remainder of the provisions contained within the 2015 Safe Yield Reset agreement shall not be a part of establishing the Safe Yield number;

As a result of the February 22, 2017 order, an appeal was filed with the Superior Court of the State of California for San Bernardino County. This Appeal involves six parties: Cucamonga Valley Water District, Monte Vista Water District, the City of Pomona (collectively Appellants) and Jurupa Community Services District, the City of Chino, the City of Ontario (collectively respondents). The Appealing parties are commonly referred to as the "Six Pack".

## **ISSUES/ANALYSIS**

As a result of the current appeal, the matter was placed on hold to determine whether a negotiated settlement could be developed and implemented.

On January 11, 2018, a settlement term sheet was presented to the parties to the Chino Basin appeal for their consideration.

On January 22, 2018, in closed session, staff presented the Term Sheet content to City Council and received favorable direction from City Council to allow staff and Upland Legal Counsel to participate in the review and refinement of a draft agreement for future consideration and approval by the City Council.

On November 27, 2018, the Appropriative Pool conditionally approved the "2018 Agreement to Appropriative Pool Pooling Plan and CAMA Amendments (11/21/2018 version)" conditioned upon the subsequent approval of each of the Appropriative Pool member's governing body's intent to sign said agreement.

On January 11, 2019, the Chino Basin Advisory Committee took action to recommend the Chino Basin Watermaster Board support the "2018 Agreement to Appropriative Pool Pooling Plan and CAMA Amendments." The AG Pool Opposed the motion; however, the motion passed with 80% of the vote.

On January 11, 2019 subsequent to the Advisory Committee, the Chino Basin Watermaster Board approved Resolution No. 2019-03. This resolution was unanimously approved by Chino Basin Watermaster Board. The Chino Basin Watermaster nine member Board is composed of the Municipal Wholesale Water Purveyors (Muni's), Appropriative Pool (AP, Local Water Purveyors), Overlying Non-Agricultural Pool (Non-Ag, Overlying Industries), and the Ag Pool (AG, Dairy/Agriculture farmers and the State (prison)).

There is a court calendar schedule set for the matter with a Court Hearing currently scheduled for March 15, 2019.

Pursuant to Peace 1, Section 10.14 (Agreement Amendment) all parties are required to approve in order to amend the documents. The court schedule will reveal whether there is opposition to the agreement for further evaluation. It is unknown at this time whether additional information will be filed for consideration.

**FISCAL IMPACTS**

In summary, the agreement confirms the Judges Court Order determination of Land Use Conversation water rights priority (Exhibit 'A' - Provision 3); will establish a new accelerated schedule for use authorized Controlled Overdraft desalter replenishment (Exhibit 'A" - Provision 4); and establishes a negotiated methodology for allocating desalter production replenishment obligations within the AP parties (Exhibit 'A' - Provision 6).

Staff has evaluated the content of the negotiated settlement document, which remains consistent with the Term sheet that was presented to the City Council.

Legal Counsel and staff are recommending the City Council approve the "2018 Agreement to Appropriative Pool Pooling Plan and CAMA Amendments."

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

**2018 Agr. AP Pooling Plan & CAMA Amendments  
CBWM Board Resolution No. 2019-03**

## 2018 Agreement to Appropriative Pool Pooling Plan and CAMA Amendments

This Agreement, dated December 28, 2018, regarding the Chino Basin, provides for the consensual and unopposed amendment of the Appropriative Pool Pooling Plan and the Peace Agreement and the Peace II Agreement (Court Approved Management Agreements or CAMAs).

Each Party to this Agreement is a party to the Judgment in *Chino Basin Municipal Water District vs. City of Chino*, San Bernardino Superior Court Case No. RCVRS 510100, adjudicating the water rights in the Chino Basin.

1. **Appropriative Pool Pooling Plan and CAMA Amendments.** The Parties agree to the Appropriative Pool Pooling Plan and CAMA Amendments set forth in Exhibit A.
2. **Conditions Precedent.** Each Party's obligations under this Agreement are subject to the following conditions:
  - a. A final order by the trial court (i) approving the Appropriative Pool Pooling Plan and CAMA Amendments, as written, and (ii) ordering Watermaster to implement the Judgment in accordance with the Appropriative Pool Pooling Plan and CAMA Amendments.
  - b. Dismissal of the pending appeal from the trial court order dated April 28, 2017 (Court of Appeal Case No. E068640).
3. **Continuing Jurisdiction.** Nothing in this Agreement or the Appropriative Pool Pooling Plan and CAMA Amendments alters the court's continuing jurisdiction, as set forth in Paragraph 15 of the Judgment.
4. **Authority.** The signatories represent that they have the authority to bind the Party on whose behalf they are signing below to the terms of this Agreement.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original against the Party whose signature is provided, and all of which shall be considered an original and together constitute one agreement binding on all Parties. Facsimile and email copies are treated as original signatures and have the same binding effect.
6. **Advice of Counsel.** In executing this Agreement, the Parties have relied on the legal advice of their respective attorneys, who are their attorneys of their own choice, and the terms of this Agreement have been completely read and explained by the respective attorneys. The Parties fully understand and voluntarily accept those terms. The Parties have not relied on any representation or statement by any person about the subject matter, basis or effect of this Agreement, other than the express provisions contained in the Agreement.

Date:

Monte Vista Irrigation Company

By: \_\_\_\_\_

Date:

Nestlé Waters North America  
(Arrowhead Water Company)

By: \_\_\_\_\_

Date:

CalMat Co.

By: \_\_\_\_\_

Date:

City of Chino Hills

By: \_\_\_\_\_

Date:

City of Fontana

By: \_\_\_\_\_

Date:

City of Norco

By: \_\_\_\_\_

Date:

City of Upland

By: \_\_\_\_\_

Date: Nicholson Trust

By: \_\_\_\_\_

Date: San Antonio Water Company

By: \_\_\_\_\_

Date: Santa Ana River Water Company

By: \_\_\_\_\_

Date: West End Consolidated Water Co.

By: \_\_\_\_\_

Date: West Valley Water District

By: \_\_\_\_\_

(v) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool.

3. **Conversion Claims.** Subparagraph (b)(3)(i) of Exhibit H, ¶ 10 of the Judgment is amended to read as follows:

(i) For the term of the Peace Agreement *and any extension thereof*, in any year in which sufficient unallocated Safe Yield from the Overlying (Agricultural) Pool is available for such conversion claims, Watermaster shall allocate to each appropriator with a conversion claim 2.0 acre-feet of unallocated Safe Yield water for each converted acre for which conversion has been approved and recorded by the Watermaster.

4. **Controlled Overdraft.** Pursuant to section 7.2(e)(ii) of the Peace II Agreement, 175,000 acre-feet of controlled overdraft (Re-Operation water) will be allocated to Desalter replenishment over a 17-year period, beginning in 2013-14 and ending in 2029-30, according to the schedule attached as Exhibit A.

5. **New Yield.** Section 7.1 of the Peace II Agreement, entitled “New Yield Attributable to Desalters,” is deleted. It is replaced by new section 6.2(b)(ii) as set forth in section 6 below.

6. **Desalter Replenishment.** Section 6.2(b) of the Peace II Agreement is amended to read as follows:

(b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.

(i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit “G” paragraph ~~8(e)~~ 5(c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 6.2(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in section 9.2 below. The Special OBMP Assessment will be assessed pro-rata on each member’s share of Safe Yield, followed by

*(ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:*

*(1) 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and*

*(2) 15% of the total (1,500 afy) will be allocated according to each land use conversion agency’s percentage of the total land use conversion claims, based on the actual land use conversion allocations of the year.*

- (3) *Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except for in-lieu participation in such programs: in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be subtracted from physical production.*
- (4) *Metered pump-to-waste Production that is determined by Watermaster to be subsequently recharged to the groundwater basin is deducted from physical production; unmetered pump-to-waste production that is determined by Watermaster not to be subsequently recharged to the groundwater basin is added to physical production.*
- (5) *The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production, with the exception of Non-Agricultural Pool water assigned or transferred under Exhibit G, ¶6 or ¶10 of the Judgment.*
- (v) *Any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to the Watermaster required by section 6.2(b)(1)), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. The transferee's desalter replenishment obligation shall be credited by the number of acre-feet so transferred.*
- (vi) ~~(iii)~~ *The quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.*
7. **Allocation of Non-Agricultural Pool OBMP Special Assessment.** The introductory sentence of section 9.2(a) of the Peace II Agreement is amended to read as follows:
- a. For a period of ten years from the effective date of the Peace II Measures, any water (or financial equivalent) that may be contributed from the Overlying (Non-Agricultural) Pool in accordance with paragraph ~~8(e)~~-5(c) of Exhibit G to the Judgment (as amended) will be apportioned among the members of the Appropriative Pool in each year as follows:

**Attachment: Peace II Agreement, Section 6.2(b)(ii)**

**Allocation of Appropriative Pool Desalter Replenishment Obligation (DRO) Contributions (by agency)**

Production Year 2013-14 Desalter Replenishment Obligation (DRO) Contribution:

10,000.000 AF

Appropriative Pool Party	Production Year 2013/14 Common Data (Headings from Approved 2014/2015 Assessment Package)			Methodology for 85/15 split between shares of Operating Safe Yield and % of Land Use Conversions		
	a	b	c = %b	d = (DRO Contrib*.85)*a	e = (DRO Contrib*.15)*c	f = d + e
	Percent of Operating Safe Yield (Column 2A)	Land Use Conversions (Page 12A)*	Percent of Land Use Conversions	85% DRO Contribution Based on Percent of Operating Safe Yield	15% DRO Contribution Based on Percent of Land Use Conversions	Desalter Replenishment Obligation Contribution
Arrowhead Mtn Spring Water Co	0.000%	0.000	0.000%	0.000	0.000	0.000
Chino Hills, City of	3.851%	1,133.906	4.334%	327.335	65.013	392.348
Chino, City of	7.357%	7,623.064	29.138%	625.345	437.074	1,062.419
Cucamonga Valley Water District	6.601%	598.364	2.287%	561.085	34.308	595.393
Fontana Union Water Company	11.657%	0.000	0.000%	990.845	0.000	990.845
Fontana Water Company	0.002%	834.000	3.188%	0.170	47.818	47.988
Fontana, City of	0.000%	0.000	0.000%	0.000	0.000	0.000
Golden State Water Company	0.750%	0.000	0.000%	63.750	0.000	63.750
Jurupa Community Services District	3.759%	13,876.196	53.040%	319.515	795.602	1,115.117
Marygold Mutual Water Company	1.195%	0.000	0.000%	101.575	0.000	101.575
Monte Vista Irrigation Company	1.234%	0.000	0.000%	104.890	0.000	104.890
Monte Vista Water District	8.797%	55.075	0.211%	747.745	3.158	750.903
Niagara Bottling, LLC	0.000%	0.000	0.000%	0.000	0.000	0.000
Nicholson Trust	0.007%	0.000	0.000%	0.595	0.000	0.595
Norco, City of	0.368%	0.000	0.000%	31.280	0.000	31.280
Ontario, City of	20.742%	2,041.095	7.802%	1,763.070	117.028	1,880.098
Pomona, City of	20.454%	0.000	0.000%	1,738.590	0.000	1,738.590
San Antonio Water Company	2.748%	0.000	0.000%	233.580	0.000	233.580
San Bernardino, County of (Shooting Park)	0.000%	0.000	0.000%	0.000	0.000	0.000
Santa Ana River Water Company	2.373%	0.000	0.000%	201.705	0.000	201.705
Upland, City of	5.202%	0.000	0.000%	442.170	0.000	442.170
West End Consolidated Water Co	1.728%	0.000	0.000%	146.880	0.000	146.880
West Valley Water District	1.175%	0.000	0.000%	99.875	0.000	99.875
	100.000%	26,161.700	100.000%	8,500.000	1,500.000	10,000.000

**WATERMASTER RESOLUTION  
NO. 2019-03**

1/11/2019  
12:55 pm  
Version

**RESOLUTION OF THE CHINO BASIN WATERMASTER  
REGARDING 2018 APPROPRIATIVE POOL POOLING PLAN AND CAMA AMENDMENTS**

1. **WHEREAS**, the Chino Basin Watermaster was appointed pursuant to the Judgment in Chino Basin Municipal Water District v. City of Chino (San Bernardino Superior Court Case No. RCV RS51010) to administer and enforce the provisions of the Judgment and any subsequent instructions and orders of the Court;

2. **WHEREAS**, the Judgment was entered in 1978 and set the initial Safe Yield of the Chino Basin at 140,000 acre-feet per year (AFY), but reserved continuing jurisdiction to the Court to amend the Judgment, inter alia, to redetermine the Safe Yield after the first ten years of operation of the Physical Solution established under the Judgment;

3. **WHEREAS**, the Parties to the Judgment have executed; and Watermaster, with the advice and consent of the Pools and Advisory Committees, has endorsed; and the Court has approved, the following agreements to implement the Physical Solution ("Court Approved Management Agreements"):

[1] the Chino Basin Peace Agreement, dated June 29, 2000, as subsequently amended in September 2004 and December 2007;

[2] the Peace II Measures (Court approved on December 21, 2007);

[3] the OBMP Implementation Plan, dated June 29, 2000, as supplemented in December 2007;

[4] the Recharge Master Plan, dated 1998, as updated in 2010, amended in 2013, and updated in 2018;

[5] the Watermaster Rules and Regulations dated June 2000, as amended; and

[6] Watermaster Resolution 2010-04 ("Resolution of the Chino Basin Watermaster regarding Implementation of the Peace II Agreement and the Phase III Desalter Expansion in Accordance with the December 21, 2007 Order of the San Bernardino Superior Court");

4. **WHEREAS**, on April 28, 2017, the Court entered its Orders for Watermaster's Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of Restated Judgement, Paragraph 6 ("April 28, 2017 Order"), which, among other things, reset the Safe Yield of the Basin to 135,000 AFY. On June 23, 2017, the Cucamonga Valley Water District filed a notice of appeal of the April 28, 2017 Order. On June 26, 2017, the City of Pomona filed a notice of appeal of the April 28, 2017 Order. On June 23, 2017, the Monte Vista Water District filed a notice of appeal of the April 28, 2017 Order. The appeal is 4th Appellate District Division 2 Case E068640.

5. **WHEREAS**, the Cucamonga Valley Water District, the City of Pomona, the Monte Vista Water District (collectively "Appellants") and respondents to the appeal, the Jurupa Community Services District, the City of Chino, and the City of Ontario (collectively "Respondents," and Appellants and Respondents collectively described as the "Appeal Parties") have reached an agreement to settle the appeal. The Appeal Parties' agreement is contingent upon action by the Court to approve certain amendments to the Restated Judgment and to direct Watermaster to comply with proposed amendments to the Peace Agreement and Peace II Agreement (collectively entitled the "2018 Appropriative Pool Pooling Plan and CAMA Amendments" and hereinafter referred to as "the 2018 Proposed Changes").

6. **WHEREAS**, the Court of Appeal, by a November 7, 2018 Order, remanded the matters on appeal to the Court for the limited purpose of, and for the limited time necessary for, the Court's consideration and decision on the Appeal Parties' motion for approval of the 2018 Proposed Changes.

7. **WHEREAS**, the Overlying (Non-Agricultural) Pool, the Overlying (Agricultural) Pool, and the Appropriative Pool Committees considered the 2018 Proposed Changes, and forwarded the Appeal Parties' request to the Advisory Committee; and

8. **WHEREAS**, the Advisory Committee considered the 2018 Proposed Changes and, following deliberation, supported the 2018 Changes and forwarded it to the Watermaster Board for its support.

**NOW, THEREFORE**, on the basis of the staff reports, expert opinions and substantial evidence presented, Watermaster finds that:

1. The 2018 Proposed Changes, attached hereto as Exhibit "A", collectively consist of:
  - a. Amendments to Paragraph 10 of Exhibit "H" to the Restated Judgment regarding the allocation of the portion of the share of the Safe Yield allocated to the Overlying (Agricultural) Pool that is not produced in a particular year ("Unproduced Agricultural Pool Water");
  - b. Amendments to Section 1.1(o) and Section 5.3(g) of the Peace Agreement regarding the Early Transfer of Unproduced Agricultural Pool Water following satisfaction of land use conversion claims;
  - c. Deletion of Section 7.1 and amendment of Section 6.2(b) of the Peace II Agreement regarding Desalter Replenishment;
  - d. The amendment of the current Court-approved schedule accounting for access to Re-Operation water, consistent with Exhibit "B" hereto; and
  - e. Amendment of section 9.2(a) of the Peace II Agreement to correct a previous drafting error.
2. The Parties to the Appeal have represented that the 2018 Proposed Changes will, if approved by the Court, result in their voluntary dismissal of the pending appeal from the Court's April 28, 2017 Order.
3. Watermaster is in substantial compliance with the Recharge Master Plan as required by Restated Judgment Exhibit "I" 2(b)(6) and the requested amendment of the current Court-approved schedule accounting for access to Re-Operation water will not cause Material Physical Injury;
4. The 2018 Proposed Changes are implementable, provided that Watermaster can proceed to recalculate Safe Yield in the manner expressly approved by the Court on pages 15-18 of the Court's April 28, 2017 Order.
5. The physical changes contemplated by the Proposed Changes have been reviewed by Watermaster's Engineer and will not result in Material Physical Injury.
6. The signatories to the Peace Agreement and the Peace II Agreement have received notice of the Proposed Changes and have expressly or impliedly consented to the amendments provided that: (i) the Overlying (Agricultural) Pool (acting in a representative capacity) has opposed the Proposed Changes and Watermaster's adoption of this Resolution *unless* Watermaster is concurrently ordered by the Court to reset the Safe Yield as provided on pages 15-18 of the Court's April 28, 2017 Order, a condition which Watermaster supports and (ii) the Overlying (Non-Agricultural) Pool (acting in a representative capacity) is not opposed to the Proposed Changes on the condition that its Pooling Plan is concurrently amended, to which Watermaster has no objection.

7. If necessary, any required signatures from Parties to the Peace Agreement can be secured by March 15, 2019, or by a later date established by the Court.
8. A consensual resolution of the pending dispute will result in increased efficiencies and certainty in the administration of the Restated Judgment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chino Basin Watermaster that:

1. The 2018 Proposed Changes can be implemented and Watermaster endorses the 2018 Proposed Changes so long as the Court instructs Watermaster to follow the provisions of pages 15-18 of the Court's April 28, 2017 order.
2. Watermaster will comply with the provisions of the 2018 Proposed Changes as may be ordered by the Court.
3. Section 10.14 of the Peace Agreement, requiring the consent of all parties thereto to amendments to that Agreement, will be satisfied if the Court: (i) approves the Proposed Changes; (ii) orders the Safe Yield to be reset in accordance with the procedure set forth on pages 15-18 of the Court's April 28, 2017 Order and (iii) concurrently approves the Overlying (Non-Agricultural) Pool's proposed amendments to its Pooling Plan that will modify agreements that are referenced in the Peace II Agreement.
4. The Watermaster Board will transmit this Resolution 2019-03, the 2018 Proposed Changes, and the referenced Attachments to the Court, and, in accordance with the requests by the parties thereto, the advice and counsel of the Pool Committees, and the Advisory Committee, Watermaster recommends that the Court approve the Proposed Changes, approve the amendments to the Overlying (Non-Agricultural) Pool Pooling Plan and further orders that Watermaster be directed to reset Safe Yield as provided on pages 15-18 of the Court's April 28, 2017 Order and to proceed in accordance with the Court Approved Management Agreements as amended.
5. The Watermaster Board directs Watermaster legal counsel to prepare and file a motion with the Court in support of the 2018 Proposed Changes in a manner consistent with this Resolution.

**ADOPTED** by the Watermaster Board on this 11th day of January 2019.

By: \_\_\_\_\_  
Chairman, Watermaster Board

ATTEST:

\_\_\_\_\_  
Board Secretary  
Chino Basin Watermaster

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF SAN BERNARDINO    )

I, XXXX XXXXX, Secretary of the Chino Basin Watermaster, DO HEREBY CERTIFY that the foregoing Revised Resolution being No. 2019-03, was adopted at a regular meeting of the Chino Basin Watermaster Board by the following vote:

AYES:            0  
NOES:            0  
ABSENT:          0  
ABSTAIN:         0

CHINO BASIN WATERMASTER

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

## LIST OF EXHIBITS

- Exhibit "A" 2018 Appropriative Pool Pooling Plan and CAMA Amendments
- Exhibit "B" Amended schedule for access to Re-Operation water

18568432



## STAFF REPORT

**ITEM NO. 14.B.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** ROSEMARY HOERNING, PUBLIC WORKS DIRECTOR  
JOHN ROBLES, CHIEF WATER TREATMENT OPERATOR  
**SUBJECT:** SAN ANTONIO SURFACE WATER TREATMENT PLANT

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### **RECOMMENDED ACTION**

It is recommended that the City Council authorize a purchase order with Johnson Matthey for the purchase of a MIOX on-site generated Sodium Hypochlorite Generation Unit in the amount not to exceed \$93,000.

### **GOAL STATEMENT**

The proposed action supports the City's goal to provide high quality water at a cost effective rate to the community.

### **BACKGROUND**

The San Antonio Water Treatment Plant (SAWTP) receives surface water from San Antonio Canyon through the City's San Antonio Water Company entitlement. This canyon water supply is of high quality; however, to meet the State Department of Drinking Water (DDW) requirements this water source is processed through the SAWTP, which includes disinfection treatment.

The SAWTP is located at the top of the City water system and provides a portion of the water required to meet the City water needs in an efficient manner. The water from the SAWTP flows from the top of the system by gravity through the system, as required, to meet customer demand. Using canyon water treated at the SAWTP reduces the need to pump water from the pressure zones located in the middle of the southern part of the City to the upper water pressure zone thus reducing power use and creating a more cost effective water supply source.

The current on-site Miox Sodium Hypochlorite Generation Unit recently failed, is out of service, and requires replacement because it cannot be effectively repaired. This request is to purchase a new replacement Miox unit. This unit is necessary to provide adequate disinfection treatment so the available canyon water supply can be processed and supplied to meet community water demands.

### **ISSUES/ANALYSIS**

San Antonio Water Company canyon water is very cost effective due to the quality of the water and the high location of the treatment plant point of delivery. The canyon water availability is subject to seasonal climate conditions. It is important to replace the failed unit to allow the City to take advantage of this canyon water supply.

### **FISCAL IMPACTS**

The cost is not to exceed \$93,000; however, sufficient funds are available in the adopted budget within the Water Fund (640) so no additional appropriation is necessary.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

No Attachments Available



## STAFF REPORT

**ITEM NO. 14.C.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** STEVEN H. DUKETT, DEVELOPMENT SERVICES CONSULTANT  
LIZ CHAVEZ, DEVELOPMENT SERVICES MANAGER  
**SUBJECT:** APPROVAL OF A FIRST AMENDMENT TO THE STORAGE FACILITY  
LEASE (PHASE 3) BETWEEN THE CITY OF UPLAND AND DRY  
DOCK AND DEPOT STORAGE, INC.

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### **RECOMMENDED ACTION**

It is recommended that the City Council approve a First Amendment to the Storage Facility Lease (Phase 3) between the City of Upland and Dry Dock and Depot Storage, Inc; and authorize the City Manager to execute any and all necessary and related documents.

### **GOAL STATEMENT**

The proposed action supports the City's goal of a sustainable business environment that supports local entrepreneurial growth and attracts commercial and industrial investment and revitalization.

### **BACKGROUND**

The City and Dry Dock and Depot Storage, Inc. ("Dry Dock Depot") previously entered into an original Storage Facility Lease (Phase 3) dated August 9, 2004 (the "Original Lease") in connection with certain City-owned land (former municipal solid waste land fill at the SEC of Campus and 15th). Pursuant to the Original Lease, rental rate adjustments based on calculations derived from the applicable consumer price index are to be effective on the 7th, 12th, 17th, 22nd, 27th and 32nd anniversary of the August 1, 2005 "Effective Date" of the Lease for Phase 3 (the "Rental Rate Adjustment Periods"). As more particularly described within a companion staff report related to a proposed Settlement Agreement and Mutual Release between Dry Dock Depot and the City that would resolve disputed matters related to the rental rate adjustments applicable to the first two Rental Rate Adjustment Periods, City

staff and Dry Dock Depot agree that the process related to the calculations needed to determine the applicable rental rate adjustments for the Rental Rate Adjustment Periods has proven to be complicated and cumbersome and has contributed to the confusion and dispute.

### **ISSUES/ANALYSIS**

Based on a detailed analysis, it has been calculated that the average effective rental rate adjustments for the first two Rental Rate Adjustment Periods has been approximately eight percent (8%). Based on this result, it is proposed that an amendment to the Original Lease for the purpose of simplifying the manner in which rental rate adjustments are determined by substituting the procedure for rental rate adjustments based on calculations derived from the applicable consumer price index with a flat eight-percent (8%) increase for the remaining Rental Rate Adjustment Periods will be a fair and a reasonable way of avoiding future rental rate adjustment disputes. Further, such an amendment is a proactive step to convert what is now a complicated method for establishing rental rate increases to an easy to administer specific schedule.

### **FISCAL IMPACTS**

If the proposed First Amendment to the Storage Facility Lease (Phase 3) is approved, it will create an easy to understand mechanism that will ensure a steady and reliable flow of: i) rental payments by Dry Dock Depot; and ii) rental income by the City. This will enhance budget planning capabilities for both.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

**First Amendment to the Storage Facility Lease (Phase 3)  
Dry Dock Depot Phase 3 Lease**

**FIRST AMENDMENT TO  
STORAGE FACILITY LEASE (PHASE 3)  
BETWEEN THE  
THE CITY OF UPLAND  
AND  
DRY DOCK & DEPOT STORAGE, INC.**

**THIS FIRST AMENDMENT TO STORAGE FACILITY LEASE (PHASE 3)** (the "First Amended Lease") is made as of the 28<sup>th</sup> day of January 2019, by and between the City of Upland (the "City"), and Dry Dock & Depot Storage, Inc., a California corporation (the "Tenant"). Collectively, City and Tenant are referred to herein as the "Parties".

**WITNESSETH THAT:**

**WHEREAS**, City and Tenant previously entered into an original Storage Facility Lease (Phase 3) dated August 9, 2004 (the "Original Lease"); and

**WHEREAS**, pursuant to the Original Lease, rental rate adjustments based on calculations derived from the applicable consumer price index are to be effective on the 7<sup>th</sup>, 12<sup>th</sup>, 17<sup>th</sup>, 22<sup>nd</sup>, 27<sup>th</sup> and 32<sup>nd</sup> anniversary of the August 1, 2005 "Effective Date" of the Lease for Phase 3 (the "Rental Rate Adjustment Periods"); and

**WHEREAS**, the Parties concur that the calculations related to determining the applicable rental rate adjustments for the Rental Rate Adjustment Periods has proven to be complicated and cumbersome and has contributed to the possibility of confusion and dispute; and

**WHEREAS**, based on a detailed analysis, it has been calculated that the average effective rental rate adjustments for the first two Rental Rate Adjustment Periods has been approximately eight percent (8%); and

**WHEREAS**, the Parties now desire to amend the Original Lease for the purpose of simplifying the manner in which rental rate adjustments are determined by substituting the procedure for rental rate adjustments based on calculations derived from the applicable consumer price index with a flat eight-percent (8%) increase for the remaining Rental Rate Adjustment Periods

**WHEREAS**, it now becomes necessary to amend said Original Lease and the Parties are desirous of such amendment.

**NOW, THEREFORE**, in consideration of the mutual undertakings herein, the Parties amend the Agreement as follows:

1. Exhibit "D", is amended in its entirety, as follows:

**EXHIBIT D**  
**RENT SCHEDULE**

From and after the Effective Date (August 1, 2005), Tenant shall pay a monthly and an annual rent. The basis for the monthly and annual rent shall be a percentage of the land value of the Premises as adjusted periodically for inflation. For the first six (6) years after the Effective Date, the land value of the Premises has been determined to be \$960,000. The land value of the Premises shall be adjusted for inflation at the beginning of the 7<sup>th</sup>, 12<sup>th</sup>, 17<sup>th</sup>, 22<sup>nd</sup>, 27<sup>th</sup>, and 32<sup>nd</sup> year after the Effective Date (the “Inflationary Adjustment Periods”). The amount of the inflationary adjustment shall be based upon the following schedule:

Aug/July	Year	Multiplier*	Monthly Rent**		Annual Rent***	Total Annual Payments
2005-06	Year 1	3%+2%	\$ 2,400.00	plus	\$ 19,200.00	\$ 48,000.00
2006-07	Year 2	3%+3%	\$ 2,400.00	plus	\$ 28,800.00	\$ 57,600.00
2007-08	Year 3	3%+3%	\$ 2,400.00	plus	\$ 28,800.00	\$ 57,600.00
2008-09	Year 4	4%+3%	\$ 3,200.00	plus	\$ 28,800.00	\$ 67,200.00
2009-10	Year 5	4%+3%	\$ 3,200.00	plus	\$ 28,800.00	\$ 67,200.00
2010-11	Year 6	4%+3%	\$ 3,200.00	plus	\$28,800.00	\$ 67,200.00

**Years 7-11**

2011-16	Year 7-11	4%+3%	\$ 3,572.59	plus	\$ 33,773.34	\$ 76,644.42
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**Years 12-16**

2017-22	Year 12-16	4%+3%	\$ 4,062.79	plus	\$ 36,565.15	\$ 85,318.63
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**\*\*\*\*Rental Rate Adjustment Period Commencing 8/1/2022**

Aug/July	Year	Multiplier	Monthly Rent**		Annual Rent***	Total Annual Payments
2022-27	Year 17-21	8.00%	\$4,387.81	plus	\$39,490.36	<b>\$ 92,144.08</b>

**Years 22-26**

2028-33	Year 22-26	8.00%	\$4,739.42	plus	\$42,654.85	<b>\$ 99,527.89</b>
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**Years 27-31**

2034-39	Year 27-31	8.00%	\$5,119.79	plus	\$46,082.29	<b>\$107,519.77</b>
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**Years 32**

2040-41	Year 32	8.00%	\$5,531.28	plus	\$49,790.10	<b>\$116,165.46</b>
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\*The “Multiplier” column includes two percentages numbers. The first one represents the percentage of the applicable land value that is the basis for the monthly rent. The second one represents the percentage of the applicable land value that is the basis for the annual rent.

\*\*The monthly rent is due in advance on the first of each month beginning on the Effective Date.

\*\*\*The annual rent is due in arrears on each anniversary of the Effective Date. Tenant may pay the annual rent on a monthly basis at its sole discretion.

\*\*\*\*The Rental Rate Adjustment Period shall be a flat eight-percent (8%) increase commencing on August 1, 2022 through the 32<sup>nd</sup> year ending on 7/31/2041 of lease.

**REIMBURSEMENT PAYMENTS:**

The Parties have agreed that the estimated cost to rehabilitate the \$241,590 square foot paved area within Phase 3 (consisting of crack preparation, additional asphalt concrete pavement, aggregate base, slurry seal and seal coat) will be \$33,000. Tenant will be responsible for completing the pavement rehabilitation before the Effective Date (including crack preparation, additional asphalt concrete pavement, aggregate base, slurry seal and seal coat) at its own expense and as part of the construction and development of Phase 3. In return, Landlord will credit the amount of \$33,000\* towards the reimbursement amount of \$208,819.

Tenant shall pay Landlord a reimbursement payment, in arrears, commencing on the first anniversary of the Effective Date, in the amount of \$20,881.90 per year for a 10-year term except as shown on the following reimbursement schedule for payments in year one and year two. Subsequent payments will be made on the anniversary date of the Effective Date. Such reimbursement payments shall be in addition to the monthly and annual rental payment and shall continue to be paid until Landlord receives a cumulative total of \$208,819 of reimbursement payments. The following is the reimbursement schedule.

<b>Payment</b>	<b>Reimbursement Payment</b>	<b>Reimbursement Balance</b>
Year 1	*\$ 33,000.00	<b>\$ 208,819.00</b>
Year 2	\$ 8,763.80	\$175,819.00
Year 3	\$ 20,881.90	\$ 167,055.20
Year 4	\$ 20,881.90	\$ 146,173.30
Year 5	\$ 20,881.90	\$ 125,291.40
Year 6	\$ 20,881.90	\$ 104,409.50
Year 7	\$ 20,881.90	\$ 83,527.60
Year 8	\$ 20,881.90	\$ 62,645.70
Year 9	\$ 20,881.90	\$ 41,763.80
Year 10	\$ 20,881.90	\$ 20,881.90
<b>Total</b>	<b>\$208,819.00</b>	<b>\$ 0.00</b>

Notwithstanding the foregoing, Tenant has paid and City has received all Reimbursement Payments and no further Reimbursement Payments are required.

2. All remaining provisions of the Original Lease shall remain the same.

(Signatures on Following Page)

**IN WITNESS WHEREOF**, the City and Tenant have approved this First Amended Lease effective the day and year first above written.

**CITY:**

City of Upland

**TENANT:**

Dry Dock & Depot Storage, Inc.

By: \_\_\_\_\_  
Jeannette Vagnozzi  
City Manager

By: \_\_\_\_\_  
Frank D. Robertson,  
President

**ATTEST:**

By: \_\_\_\_\_  
Keri Johnson  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James L. Markman  
City Attorney

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Richard G. Anderson, Esq.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:



**LARRY WALKER**  
Auditor/Controller - Recorder

P Counter

City of Upland  
460 North Euclid Avenue  
Upland, California 91786  
Attention: City Clerk

Doc#: 2004-0590916

Titles:	1	Pages:	
Fees			0.00
Taxes			0.00
Other			0.00
PAID			\$0.00



APN: 1045-181-04

[Space Above For Recorder's Use Only]

Recording Fee: Exempt pursuant to California  
Government Code Section 27383

**STORAGE FACILITY LEASE**  
(Phase 3)

THIS STORAGE FACILITY LEASE (this "Lease") is made and entered into as of August 9, 2004 (the "Approval Date"), by and between the CITY OF UPLAND, a California municipal corporation ("Landlord"), and DRY DOCK & DEPOT STORAGE, INC., a California corporation ("Tenant"), with respect to the following recitals:

RECITALS:

A. Landlord is the fee owner of that certain real property located in the City of Upland, County of San Bernardino, State of California, consisting of approximately eleven (11) acres, which is more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Premises").

B. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, for the operation of a vehicle storage facility thereon on the terms and subject to the conditions more particularly set forth herein.

C. Landlord and Tenant have executed this Lease and caused it to be recorded in the Official Records of San Bernardino County, California, for the purpose of giving public notice of the existence and terms of the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises. Landlord hereby agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises.

2. Use. Tenant shall only use the Premises for the purpose described on Exhibit C attached hereto and no other purpose.

3. Term: Surrender. The term of this Lease shall commence on the Approval Date and shall expire, unless terminated sooner as provided herein, on December 31, 2041 (the "Term"). Landlord shall deliver possession of the Premises to Tenant on the Approval Date. Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises, including any improvements thereto (including paving) made by Tenant unless Landlord has requested removal thereof (in which case, the same shall be removed at the sole cost, expense and risk of Tenant and Tenant shall repair any damage to the Premises caused thereby), to Landlord in a broom-clean condition.

4. Rent. Tenant shall make all rent and other payments due to Landlord under this Lease, without deduction or offset, payable in lawful money of the United States of America to the "City of Upland" and delivered to the Redevelopment Department of Landlord at 460 North Euclid Avenue, Upland, California 91786, or at such other address or to such other persons as Landlord may designate from time to time. Tenant agrees to pay, without prior notice or demand in advance, rent to Landlord in accordance with the schedule attached hereto as Exhibit D. Rent for any period that is less than one month shall be a prorated portion of the monthly payment required hereby, based upon a thirty (30) day month. Rent for any period that is less than one year shall be a prorated portion of the annual payment required hereby, based upon a three hundred sixty (360) day year.

5. Effective Date. Notwithstanding anything herein to the contrary, Landlord and Tenant agree that rent shall not be payable by Tenant under this Lease until the earlier to occur of (a) March 1, 2005, and (b) the date Landlord issues a "Certificate of Occupancy" for the Premises, or, if the same does not occur on the first day of a month, then the first day of the month immediately following the month in which Landlord issues a "Certificate of Occupancy" for the Premises (the "Effective Date").

6. Reclaimed Landfill. Without limiting the obligations of Tenant under Section 8, Tenant acknowledges that the Premises are subject to regulation by governmental agencies other than Landlord due to the fact that the Premises are reclaimed landfill (collectively, the "Landfill Regulations"). Tenant acknowledges that the Landfill Regulations have required, and may further require, the placement of environmental monitoring/mitigation facilities and equipment on the Premises (collectively, the "Landfill Improvements"). Tenant agrees that it shall be bound by, and to comply with, the Landfill Regulations by allowing the Landfill Improvements to be constructed, installed, removed, replaced, maintained, repaired and operated by Landlord, at Landlord's sole cost and expense, and by not objecting thereto. Without limiting the rights of Landlord under Section 24, Landlord shall be permitted entry to the Landfill Improvements; provided, however, that Landlord shall conduct its entry in a manner that does not unreasonably disrupt the conduct of Tenant's business. Tenant waives any claim for damages, offset or breach/default against Landlord for any (a) inconvenience to, or interference with, Tenant's business, or (b) loss of occupancy or quiet enjoyment of the Premises as a result of Landlord's conduct on the Premises that is reasonably necessary to comply with the Landfill Regulations. In addition to the Landfill Regulations, Tenant acknowledges and agrees that the following terms

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and conditions are also applicable to the Premises as a result of the fact that the Premises are reclaimed landfill:

6.1 Tenant shall exercise utmost care to maintain the surface gradient throughout the Premises in order to ensure adequate drainage at all times. To this end, whenever a depression occurs (and Tenant acknowledges that sanitary landfills are subject to settlement of varying degrees) in the surface of the Premises producing flat spots that would collect water, Tenant shall immediately fill in the depressed area to restore the normal surface gradient.

6.2 Tenant shall be responsible for removing any weeds or other growth on the Premises before it reaches six (6) inches in height.

6.3 Tenant shall not make any excavation into the impermeable cap layer of the Premises (such cap being approximately twelve (12) to eighteen (18) inches below the existing surface of the Premises) except to install improvements approved in accordance with Section 9 or to repair subsurface drainage facilities pursuant to Section 6.1, and shall return the such cap to a condition acceptable to Landlord.

6.4 Tenant shall routinely inspect for, and repair, any leaks in Landlord's irrigation systems on the Premises.

6.5 Tenant acknowledges that reclaimed landfills are subject to fumes, odors and gases being emitted from the decomposing refuse, and that Tenant shall be responsible for advising and protecting its lessees, sublessees, vendees or employees with respect to and from such fumes, odors and gases and that Landlord makes no representations or warranties concerning the effects of such fumes, odors and gases upon human beings, plants and/or property.

6.6 Tenant acknowledges that the Premises were subject to a landfill gas lease and operating agreement dated as of August 18, 1981, executed by Cambrian Energy Systems, Inc., and Landlord (the "Prior Lease"), and that Landlord is now solely responsible for the maintenance of all systems that were the subject matter of the Prior Lease, including numerous underground facilities related to the use of methane gas (collectively, the "Existing Systems"). Tenant agrees to comply with all terms and conditions of the Prior Lease and to the extent that Tenant's rights and/or obligations hereunder conflict with the terms and conditions of the Prior Lease, the terms and conditions of the Prior Lease shall control. Tenant further acknowledges that it may be required, at its sole cost and expense, to relocate, repair and/or replace the Existing Systems from time to time, and that Tenant shall cooperate in any manner required by Landlord.

6.7 Tenant acknowledges that the Premises are subject to an easement, for flood control purposes, held by the San Bernardino County Flood Control District, and that drainage facilities currently exist within such easement area and that such facilities can and will be used at any time without notice for discharging flood water. Tenant agrees to cooperate with Landlord and the San Bernardino County Flood Control District in the management of such facilities; provided, however, that Tenant shall not be required to maintain such facilities, but only to provide access thereto and not to interfere therewith.

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6.8 Tenant shall keep all improvements on, and the use of, the Premises at least five (5) feet from the monitoring and control facilities (i.e., groundwater monitoring wells, gas extraction wells and gas headers) and shall not otherwise interfere with such monitoring and control facilities.

7. Regulatory-Based Reduction Of Premises: Termination. In the event a governmental agency, other than Landlord, imposes regulations upon the Premises (including the Landfill Regulations) that reasonably result in a reduction of the area of the Premises that have been improved and are in actual use by Tenant (a "Reduction Regulation"), the following shall apply: (a) if the area of the Premises that have been improved and are in actual use by Tenant is reduced by five percent (5%) or less, then there shall be no change to the terms of this Lease; (b) if the area of the Premises that have been improved and are in actual use by Tenant is reduced by more than five percent (5%), then there shall be no change to the terms of this Lease, except that the Fixed Rent component specified on the schedule attached hereto as Exhibit D shall be reduced by the percentage by which the area of the Premises that have been improved and are in actual use by Tenant is reduced (i.e., if the area of the Premises that have been improved and are in actual use by Tenant is reduced by ten percent (10%), then the Fixed Rent component specified on the schedule attached hereto as Exhibit D shall be reduced by ten percent (10%)); and (c) if the area of the Premises that have been improved and are in actual use by Tenant is reduced by more than twenty-five percent (25%), then Tenant shall have the option of either (i) proceeding in accordance with Section 7(b), or (ii) terminating this Lease, in which case Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Tenant shall have all rights of Landlord to oppose, object to and/or appeal, in good faith, the application of a Reduction Regulation to the Premises; provided, however, that under no circumstances shall (1) the application, or attempted application, of a Reduction Regulation to the Premises constitute a default or breach by Landlord hereunder, or (2) Landlord be required to reimburse or otherwise compensate (other than the reduction in Fixed Rent in accordance with Section 7(b)) Tenant for any costs, expenses or other amounts incurred or suffered by Tenant in connection with a Reduction Regulation.

8. Compliance with Law. Tenant agrees that the Premises shall be operated and maintained at all times in compliance with all laws, statutes, entitlements, ordinances and other governmental rules and regulations applicable thereto, including land use approvals, permits, licenses, rules and policies of Landlord, at the sole cost and expense of Tenant. Tenant shall not use the Premises, or permit anything to be done on the Premises that will, in any way conflict with any law, statute, entitlement, ordinance or other governmental rule or regulation applicable thereto. The judgment of a court of competent jurisdiction, or the admission by Tenant, in any action against Tenant, that Tenant has violated any law, statute, ordinance or any other governmental rule or regulation applicable to the Premises shall be conclusive of that fact as between Landlord and Tenant (regardless of whether Landlord is, or is not, a party to such action). Without limiting the foregoing, Tenant agrees, on behalf of itself and any person or entity claiming under or through it, not to establish or permit any practice, in the selection or number of lessees, sublessees, vendees or employees, of discrimination against, or segregation of, any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing or operation of the Premises.

9. Alterations. Tenant agrees that it shall, prior to applying for any permits, deliver to Landlord plans and specifications for any proposed improvements or other alterations to the Premises. Tenant shall not make, or suffer to be made, any such improvements or alterations without Landlord's prior consent and approval of the plans and specification therefor. Any such improvements or alterations shall, upon the expiration or earlier termination of this Lease, become a part of the Premises and belong to Landlord. In the event Landlord consents to the making of, and approves the plans and specification for, any such improvements or alterations, the same shall be made at the sole cost and expense of Tenant.

10. Claims Against Premises. Tenant shall not suffer, or permit to be enforced against the Premises, any liens arising from any labor or materials provided in connection with construction on the Premises, or any other claim or demand; Tenant shall pay any such liens, claims or demands before any action is brought to enforce the same against the Premises.

11. Physical Condition of Premises: Waiver. Tenant acknowledges and agrees that Landlord has made no representation or warranty, express or implied, written or oral, with respect to the condition of the Premises and waives any claims against Landlord in connection therewith, including claims related to hazardous materials, fill material, compaction, geological conditions and any other faults and defects. Tenant further acknowledges and agrees that it is the sole responsibility and obligation of Tenant to investigate the present surface and subsurface condition of the Premises and take such action as may be necessary to place the Premises in a condition that is suitable for the use intended hereby. By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises in good order and repair and in a safe and sanitary condition. Tenant shall, at Tenant's sole cost and expense, keep the Premises in good order and repair and in a safe and sanitary condition. Except as specifically set forth herein, Landlord shall have no obligation to alter, improve, repair or maintain the Premises, and Landlord shall not be liable for any failure to do so. Tenant waives all right to make repairs to the Premises at the expense of Landlord as provided in California Civil Code Section 1942, or otherwise. If Tenant fails to promptly make any necessary repairs to, or maintain the condition of, the Premises as provided for in this Section 11, Landlord shall have the right, but not the obligation, to do so, and Tenant shall pay the cost thereof as additional rent.

12. Indemnification. Tenant hereby agrees to protect, indemnify, defend and hold Landlord and its agents, representatives, employees and officers (including elected officials) (collectively, "Indemnitees") free and harmless from and against (collectively, "Indemnify") any and all claims, causes of action, demands, damages (including foreseeable, unforeseeable and consequential), liens, liabilities, fines, judgments, penalties, losses, costs and expenses (including reasonable attorneys' fees) to which Indemnitees may become exposed or that Indemnitees may incur in connection with (a) the use of the Premises by, or on behalf of, Tenant (including injury to or death of persons and damage to or destruction of property); (b) any breach or default in the performance of any obligations on Tenant's part to be performed hereunder; (c) the violation of any "Environmental Law" (as defined below) by, or on behalf of, Tenant; and (d) "Hazardous Materials" (as defined below) being used, stored, generated or disposed of by, or on behalf of, Tenant on the Premises (collectively, "Losses"). Notwithstanding the foregoing, it is the intent of Tenant and Landlord that Tenant shall be liable to Indemnify Indemnitees under this Section 12 irrespective of the cause of the Losses (i.e., regardless of whether or not caused by any act, omission, willful misconduct or negligent conduct (whether active or passive) of

Tenant, or otherwise), except if the sole cause of the Losses is the gross negligence or willful misconduct of Indemnitees. Furthermore (and without limiting the provisions of Section 11), Tenant hereby assumes all risk of damage to property or injury to persons in, on or about the Premises, resulting, either directly or indirectly, from Tenant's use of the Premises or from fire, explosion, earthquake, flood, automobile accidents, latent defects, electricity or any other cause whatsoever in, on or about the Premises; and Tenant hereby waives all claims with respect thereto against Indemnitees and Indemnitees shall not be liable therefor.

As used herein, "Environmental Law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or adopted in the future that are or become applicable to Tenant and/or the Premises, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601 through 9657, inclusive; the Transportation of Hazardous Materials and Wastes Act, 49 U.S.C. App. Sections 1801 through 1813, inclusive; the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 through 6992, inclusive; 40 C.F.R. Parts 260 through 271, inclusive; the California Hazardous Substance Account Act, California Health and Safety Code Sections 25300 through 25395, inclusive; the California Hazardous Waste Control Act, California Health and Safety Code Sections 25100 through 25249, inclusive; the Porter-Cologne Water Quality Control Act, California Water Code Sections 13000 through 13999.16, inclusive; and the Underground Storage Tank Act, California Health and Safety Code Sections 24280 through 24299.7, inclusive.

As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

13. Accident/Incident Reporting. Tenant shall report all accidents that occur in connection with its operations on the Premises as follows:

13.1 Major accidents shall be reported to Landlord immediately. Major accidents include accidents that result in (a) one (1) or more fatalities, (b) the hospitalization of three (3) or more persons, (c) property damage and/or destruction with a cleanup and/or repair cost reasonably estimated to be in excess of Fifty-Thousand Dollars (\$50,000), or (d) significant media involvement.

13.2 Serious or potentially serious accidents are to be reported to Landlord within twenty-four (24) hours of occurrence. Serious or potentially serious accidents include accidents that result in lost workdays for employees or medical treatment for employees and/or customers.

13.3 Any damage to neighboring property, or dispute with, neighboring property owners, shall be reported to Landlord promptly after the occurrence thereof.

13.4 Any spill or release of Hazardous Materials shall be reported to Landlord, as well as to appropriate governmental agencies, immediately, and shall be promptly and fully remediated and the Premises restored to its original condition.

14. Insurance.

14.1 Tenant shall obtain and maintain, at its sole cost and expenses (including the payment of any deductible amounts), insurance acceptable to Landlord and such insurance shall (a) be effected under valid and enforceable policies issued by insurers of recognized responsibility and authorized to do business in the State of California, (b) have deductible limits that are commercially reasonable, (c) contain an agreement by the insurers waiving any right of subrogation against Landlord, (d) not be canceled or modified to reduce or eliminate coverage or insured risks without at least thirty (30) days prior notice to Landlord, and (e) except for worker's compensation and employer's liability, name Landlord as an additional insured with a cross liability clause (severability of interest). Such insurance shall include: (i) Comprehensive general liability insurance, covering (1) the Premises, (2) operations on the Premises, (3) products liability, (4) damage to adjacent properties, (5) customer injuries and (6) contractual liability; all with a minimum combined single limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, including personal injury; (ii) Comprehensive automobile liability insurance covering all owned, hired or otherwise operated non-owned vehicles with a minimum combined single limit of Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage; (iii) Workers' compensation insurance as required by law; and (iv) Employers' liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence.

14.2 As soon as possible, but in no event later than thirty (30) days after the Approval Date, Tenant shall furnish Landlord with insurance policies or certificates of insurance evidencing that the policies required by Section 14.1 have been obtained.

14.3 Landlord's failure to demand delivery of, or Tenant's failure to deliver, such policies or certificates shall not be construed as a waiver by Landlord of Tenant's obligation to furnish such policies or certificates, nor shall any such failures be interpreted to mean that Tenant can wait to obtain the insurance required by Section 14.1 until Landlord demands and/or Tenant delivers such policies or certificates.

14.4 The insurance required by Section 14.1 in no way limits or restricts Tenant's indemnification obligations hereunder, and such insurance shall be in no way affected by any limitation placed on such indemnification obligations as a matter of law.

15. Operation and Maintenance of Premises. Tenant agrees to maintain the Premises in a first-class condition, in accordance with the standards set forth in Exhibit E attached hereto and otherwise to the reasonable satisfaction of Landlord. Tenant shall not do anything, or permit anything to be done, in or about the Premises, nor bring or keep anything thereon, that will (a) increase the existing rate, or cause cancellation, of any fire or other insurance upon the Premises or any of its contents, (b) unreasonably obstruct or interfere with the rights of other parties, or (c) cause or maintain any nuisance. Tenant's operating hours shall not exceed the hours of 6:00 a.m. to 10:00 p.m.

16. Utilities. Tenant shall, at its sole cost and expense, arrange and pay for all utility installations, connections and services required by Tenant in connection with its operations on the Premises, including water, gas, power and telephone.

17. Taxes. Tenant shall pay any and all taxes levied or assessed against Tenant's (a) possessory interest in the Premises, (b) leasehold improvements, (c) furniture, fixtures, equipment and other personal property located on the Premises. Tenant agrees to deliver proof of its payment of such taxes to Landlord not less than fifteen (15) days prior to the date that the same would otherwise become delinquent.

18. Matters Affecting Premises. This Lease is subject to all recorded or unrecorded reservations, restrictions, licenses, leases, rights, rights of way, easements and other matter affecting the Premises as of the Approval Date.

19. Holding Over. Should Tenant hold over on the Premises beyond the expiration or earlier termination of this Lease, such holding over shall not constitute a renewal or extension of this Lease or give Tenant any rights hereunder. In such event, Landlord may, in its sole and absolute discretion and without any obligation to do so, treat Tenant as a tenant at will, subject to all of the terms and conditions hereof, except that Tenant shall pay rent at the rate of one hundred fifty percent (150%) of the final amount shown on the schedule attached hereto as Exhibit D.

20. Trespassers. Tenant shall use all reasonable precautions to prevent trespassers from entering the Premises.

21. Default/Breach. The occurrence of any one or more of the following events shall constitute a default under, and a breach of, this Lease by Tenant:

21.1 The Premises are vacating or abandoned by Tenant.

21.2 Tenant fails to make any payment to Landlord as required hereunder, and such failure continues for ten (10) days after its receipt of notice thereof from Landlord.

21.3 Tenant fails to observe or perform any of the terms, covenants and conditions hereof to be observed or performed by Tenant, and such failure continues for thirty (30) days after its receipt of notice thereof from Landlord; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its observation or performance, then Tenant shall not be deemed to be in default under, or in breach of, this Lease if Tenant commences to cure such failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

21.4 Tenant makes a general assignment for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition of reorganization under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets, where such attachment, execution or seizure is not discharged within thirty (30) days.

21.5 The occurrence of a default or breach by Tenant under that certain Lease dated November 5, 1996, executed by Landlord and Tenant, as amended by that certain First Amendment to Lease dated July 12, 1999, executed by Landlord and Tenant.

22. Remedies in Default. In the event of a material default of breach by Tenant hereunder, Landlord may, in its sole and absolute discretion and without any obligation, at any time during the continuation thereof and without notice or demand:

22.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, Tenant shall immediately surrender possession of the Premises to Landlord and Landlord shall be entitled to recover from Tenant either (a) all damages incurred by Landlord by reason of Tenant's default or breach, including any costs and expenses incurred by Landlord in recovering possession of the Premises, reletting the Premises (including necessary alterations of the Premises), reasonable attorneys' fees and costs, real estate commissions actually paid, or (b) the worth, at the time of an award by a court of competent jurisdiction, of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rent loss for the same period that Tenant proves could be reasonably avoided.

22.2 Maintain Tenant's right to possession, in which case this Lease shall continue in full force and effect and Landlord shall be entitled to enforce all of its rights and remedies hereunder, including the right to recover rent as it becomes due.

22.3 Pursue any other remedy now or hereafter available to Landlord at law, in equity or otherwise.

22.4 In the event Tenant vacates or abandons the Premises, Landlord shall have the option of either (a) taking possession of the Premises and recovering from Tenant the amount specified in Section 22.1, or (b) proceeding under the provisions of Section 22.2.

22.5 Tenant agrees that no election by Landlord as to any remedy available hereunder shall be binding upon Landlord until the time of a trial with respect to the default or breach giving rise thereto.

23. Eminent Domain. If more than twenty-five percent (25%) of the Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority or a voluntary sale or conveyance in lieu, but under threat, of condemnation (a "Condemnation"), then either party shall have the right to terminate this Lease by notifying the other party thereof within thirty (30) days after such Condemnation, and the entire award or compensation in connection with any such Condemnation shall belong to, and be the property of, Landlord, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease; provided, however, that the foregoing shall not limit Tenant's right to seek an award or compensation for its improvements, goodwill/business value and other compensable interests. If a Condemnation affects less than twenty-five percent (25%) of the Premises or neither party elects to terminate this Lease after a Condemnation affects twenty-five percent (25%) or more of the Premises, then Fixed Rent shall be equitably reduced.

24. Entry by Landlord: Tenant hereby agrees that Landlord shall have the right to enter the Premises for purposes of inspecting the same for compliance with the terms and conditions hereof. Landlord will use its best efforts to enter during business hours and entry during non-business hours shall be limited to emergency situations. Landlord shall notify Tenant

of an entry on the Premises during non-business hours as promptly as reasonably possible thereafter. For purposes of Section 6 and this Section 24, Tenant shall provide Landlord with a key that provides access to the Premises; provided, however, that Tenant's failure to do so shall permit Landlord to use any means to gain access to the Premises without liability to Tenant, except for any failure by Landlord to exercise due care for Tenant's property. Any such entry by Landlord shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry on, or a detainer of, the Premises, or an eviction of Tenant from the Premises.

25. Estoppel Certificate. Tenant shall, at any time and from time to time, within fifteen (15) days after its receipt of a request from Landlord, execute and deliver to Landlord a statement certifying (a) that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect; (b) the date through which the rent and other payments due under this Lease have been paid, and (c) that there are not, to Tenant's knowledge, any uncured defaults or breaches by Landlord under this Lease, or specifying the nature of any such claimed defaults or breaches. Landlord and any prospective purchaser or encumbrancer of all or any portion of the Premises may rely upon any such statement.

26. Applicable Law: Attorneys' Fees. The laws of the State of California shall govern the interpretation and enforcement of this Lease. Should legal action be brought by either party for breach of this Lease to enforce any provision, the prevailing party in such action shall be entitled to reasonable attorneys' fees, court costs, and other litigation expenses including expenses incurred for preparation and discovery. The entitlement to recover such fees, costs and expenses shall accrue upon the commencement of the action regardless of whether the action is prosecuted to final judgment.

27. Fixtures. Tenant may remove all trade fixtures and/or temporary facilities installed on the Premises by Tenant at any time prior to the expiration or earlier termination of this Lease so long as the same may be removed without permanent damage to the Premises. Tenant shall repair all damage to the Premises that results from its removal of such trade fixtures and/or temporary facilities.

28. Waiver. The waiver by Landlord of any term, covenant or condition herein shall not be deemed to be a waiver thereof with respect to any subsequent breach thereof or any other term, covenant or condition herein. The acceptance of rent by Landlord after a breach or default by Tenant hereunder shall not be deemed to be a waiver of any such breach or default other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such breach or default at the time of its acceptance of such rent. The waiver of any provision of this Lease must be in writing and signed by the party providing such waiver.

29. Late Charges. Tenant acknowledges that its failure to make any payment to Landlord as required hereunder will cause Landlord to incur costs not contemplated hereby, the exact amount of which will be extremely difficult to ascertain. Such costs include processing and accounting charges. Accordingly, if any such payment is not received by Landlord within ten (10) days after its receipt of notice that such payment is past due, then, in addition to constituting a default and breach by Tenant hereunder, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount of such past due payment. The parties hereby agree

that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of such late payment by Tenant.

30. Inability to Perform. This Lease, and the obligations of Tenant hereunder, shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder, or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God or any other cause beyond the reasonable control of Landlord.

31. No Liability. No official, officer, attorney, employee, consultant, agent or representative of Landlord shall be personally liable to Tenant in the event of any default or breach by Landlord hereunder.

32. Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be entirely freed and relieved of all liability hereunder arising out of any act or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreement, to have assumed and agreed to perform all of Landlord's obligations hereunder.

33. Signs. Tenant shall not place any sign on the Premises without Landlord's prior consent.

34. Form of Sublease. Tenant acknowledges that Landlord is especially concerned with the business conducted on the Premises because the Premises are publicly owned real property. As a result, Tenant has agreed to impose and enforce certain rental terms on its third party tenants. Tenant shall not enter into any sublease agreement without Landlord's prior consent.

35. Successors and Assigns. Except in connection with the use of the Premises intended hereby, Tenant shall not sublease any portion of the Premises without Landlord's prior consent. Furthermore, Tenant shall not assign, transfer or hypothecate its interest in this Lease without Landlord's prior consent. Any sublease, assignment, transfer or hypothecation in violation of the foregoing shall be void for all purposes. Consent to any such sublease, assignment, transfer or hypothecation shall be at Landlord's sole and absolute discretion. To the extent not prohibited by the foregoing, this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

36. Notices. Any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given under the Lease shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Landlord:

City of Upland  
460 North Euclid Avenue  
Upland, California 91786  
Attention: Mr. Steven H. Dukett  
Facsimile No.: (909) 931-4123

Tenant:

Dry Dock & Depot Storage, Inc.  
1450 North Campus Avenue  
Upland, California 91786  
Attention: Mr. Frank D. Robertson  
Facsimile No.: (909) 981-5801

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

37. No Waiver of Police Power. Nothing contained herein shall be deemed to limit or modify, or to constitute a waiver or release of, (a) any laws, rules, ordinances or regulations (now or hereafter enacted or adopted and/or as amended from time to time) of Landlord or its departments, commissions, agencies and boards, and the officers thereof; (b) any of Landlord's duties, obligations, rights or remedies thereunder or pursuant thereto; or (c) any of Landlord's general police powers, rights, privileges and discretion in the furtherance of the public health, welfare and safety of the inhabitants thereof (including the authority vested in Landlord to approve, disapprove or conditionally approve any application that Tenant may be required to make in connection with its use of the Premises as intended hereby); provided, however, that Landlord agrees not to take any action to frustrate or hinder the intent or effect of this Lease.

38. Commissions. Landlord shall have no obligation to compensate any real estate agent or other party for a commission or other fee in connection with this Lease, and Tenant shall be solely responsible therefor.

39. Further Assurances. The parties shall execute and deliver any and all additional documents and other assurances, and shall do any and all other acts and things, reasonably necessary to carry out the purposes of, and the intent of the parties under, this Lease.

40. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

41. Entire Agreement; Modification. This Lease contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties respecting such matters. This Lease may not be modified except by a written agreement signed by both parties.

42. Severability. Each and every provision of this Lease is, and shall be construed to be, a separate and independent covenant and agreement. If any provision of this Lease, or the application thereof, shall to any extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

43. Time. Time is of the essence of this Lease. Whenever action must be taken under this Lease by a particular date that occurs on a non-business day, then such date shall be extended until the immediately following business day. As used herein, "business day" means any day other than a Saturday, Sunday or federal or California state holiday.

44. Relationship of the Parties. The terms and provisions of this Lease shall not cause the parties to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective obligations under this Lease, or subject either party to any obligations, loss, charge or expense of the other party.

45. Post-Acquisition Status/Ineligibility for Relocation Benefits. Tenant acknowledges and agrees that it is a post-acquisition tenant of Landlord and, as such is not eligible for relocation assistance and/or benefits pursuant to Section 6034(b)(1) of Title 25 of the California Code of Regulations, which reads as follows:

"(b)(1) Post-acquisition tenants, those who lawfully occupy property only after a public entity acquires it, are not eligible for assistance and benefits if, before occupying the property, they are informed by the public entity that the property has been acquired for a public use and will be available as housing only in the interim between acquisition and development and that development for such use may result in termination of the tenancy sooner than would otherwise be expected. When post-acquisition tenants are so informed that they are not eligible even though they move as the result of a written order from the public entity to vacate the real property.

"A public entity shall inform prospective tenants regarding the projected date of displacement and periodically, should inform post-acquisition tenants of any changes in this projection.

"Persons who become post-acquisition tenants after the effective date of the Guidelines, who are not so informed and who move as the result of a written order from the public entity to vacate are eligible for assistance and benefits, except where they are evicted in accordance with the provisions of Section 6058."

Tenant acknowledges and agrees that Landlord has adopted either such Section 6034(b)(1) or the substantial equivalent thereto and upon such authority Tenant is not eligible for relocation assistance and/or benefits from Landlord.

46. Legal Termination. Notwithstanding anything to the contrary contained herein, in the event the transaction contemplated by this Lease (including the execution and performance thereof by Landlord) is challenged by a third-party in a court of competent jurisdiction within ninety (90) days after the Approval Date, and such court orders the termination of this Lease as a result of such challenge, then Tenant shall have no claim against Landlord for (a) a default or breach by Landlord under this Lease; (b) the value of any unexpired term of this Lease; and/or (c) reimbursement of, or other compensation for, any costs, expenses or other amounts incurred or suffered by Tenant as a result of such challenge or order.

47. Interpretation. All section headings and subheadings are inserted for convenience only and shall have no effect on the construction or interpretation of this Lease. The neuter gender includes the feminine and masculine, and singular numbers include plural numbers. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Lease. As such, the terms of this Lease shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Lease. The words "herein," "hereof," "hereunder," "hereby," "this Lease" and other similar references shall be construed to mean and include this Lease and all amendments and supplements hereto unless the context shall clearly indicate or require otherwise. Whenever the words "including," "include" or "includes" are used in this Lease, they shall be interpreted in a non-exclusive manner. Except as otherwise indicated, all exhibit and section references in this Lease shall be deemed to refer to the exhibits and sections in this Lease. References to any document or instrument defined herein are to such documents or instruments as amended, renewed, amended, extended, consolidated, modified, changed, substituted, replaced, restated or supplemented from time to time. References to any statutory section(s) or act(s) herein are to such section(s) or act(s) as amended and/or recodified as well as to any successor statutes thereto.

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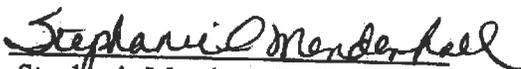
IN WITNESS WHEREOF, the parties hereto have entered into this Storage Facility Lease as of the day and year first above written.

**LANDLORD:**

CITY OF UPLAND, a California Municipal Corporation

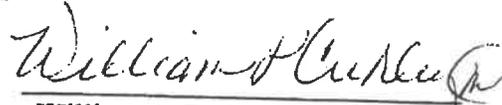
By:   
John V. Pomierski, Mayor

**ATTEST:**

By:   
Stephanie Mendenhall, City Clerk

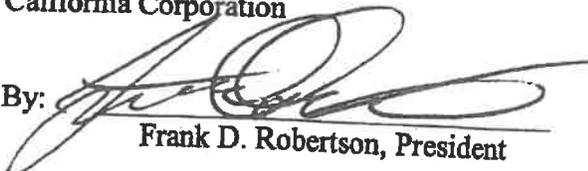
**APPROVED AS TO FORM:**

Richards, Watson & Gershon, a Professional Corporation

By:   
William P. Curley, City Attorney

**TENANT:**

DRY DOCK & DEPOT STORAGE, INC., a California Corporation

By:   
Frank D. Robertson, President

STATE OF CALIFORNIA )  
COUNTY OF San Bernardino )

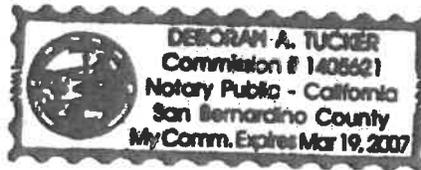
On August 3, 2004, before me, Deborah A. Tucker,  
a Notary Public in and for the State of California, personally appeared  
Frank D. Robertson, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,  
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

Storage Facility  
Lease Phase 3

Deborah A. Tucker  
Notary Public in and for the State of California

(SEAL)



STATE OF CALIFORNIA )  
COUNTY OF San Bernardino )

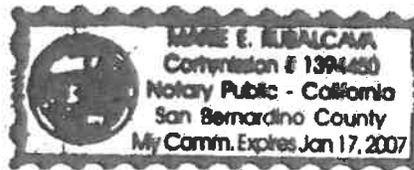
On AUGUST 9, 2004, before me, MARIE E. RUSALCANA,  
a Notary Public in and for the State of California, personally appeared  
JOHN V. POMIERSKI, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,  
and that by his/her signature on the instrument, the person, or the entity upon behalf of which the  
person acted, executed the instrument.

WITNESS my hand and official seal.

STORAGE FACILITY  
LEASE PHASE 3

Marie E. Rusalcana  
Notary Public in and for the State of California

(SEAL)



COMMENCING at the north-westerly corner of Tract No. 9670 as per map filed in Book 138, Pages 57-61 of Maps, in the office of the recorder of the County of San Bernardino, State of California;

thence North 00°17'57" West, a distance of 33.00 feet to the centerline of 15th Street;

thence South 89°45'36" West along said centerline, a distance of 99.00 feet;

thence South 00°17'57" East along a course parallel with the west line of said Tract No. 9670, a distance of 37.84 feet to the POINT OF BEGINNING;

thence South 00°17'57" East continuing along said course parallel with the west line of said Tract No. 9670, a distance of 1,049.47 feet;

thence South 82°03'00" West, a distance of 458.33 feet;

thence North 00°17'57" West along a course parallel with the west line of said Tract No. 9670, a distance of 1,095.07 feet;

thence South 82°10'54" West, a distance of 120.15 feet;

thence South 44°19'19" West, a distance of 155.71 feet;

thence North 00°24'25" West, a distance of 47.75 feet;

thence South 89°46'26" West, a distance of 8.98 feet;

thence North 44°19'19" East, a distance of 147.22 feet;

thence North 00°14'24" West, a distance of 27.87 feet;

thence North 89°45'36" East, a distance of 78.49 feet;

thence South 77°23'39" East, a distance of 156.28 feet;

thence South 89°44'38" East, a distance of 126.71 feet;

thence South 00°15'22" West, a distance of 6.00 feet;

thence South 89°44'38" East, a distance of 8.00 feet;

thence North 00°15'22" East, a distance of 6.00 feet;

thence South 00°44'38" East, a distance of 222.85 feet back to the POINT OF BEGINNING.

Containing approximately 11.62 acres, more or less, as shown on Exhibit "B" attached hereto and by this reference made a part thereof.

*Ronald W. Martin*

RONALD W. MARTIN, R.C.E. 14456  
MY LICENSE EXPIRES ON MARCH 31, 2005

7/12/04  
DATE



RON MARTIN AND ASSOCIATES, INC.

3600 LIME STREET, SUITE 322  
RIVERSIDE, CA 92501  
PH. (909) 786-0004  
FAX (909) 786-0005

EXHIBIT A  
LEGAL DESCRIPTION OF LEASE BOUNDARY  
DRYDOCK DEPOT, PHASE 3

Sheet

1 of 2



## **EXHIBIT "C"**

### **Permitted Uses:**

A public parking/vehicle storage facility wherein the following vehicles are stored on improved surfaces:

1. Recreation vehicles as defined by State or local law, of any class;
2. Boats;
3. Campers;
4. Travel trailers;
5. Automobiles including antiques;
6. Aircraft;
7. Motorcycles;
8. Dune Buggies;
9. All terrain vehicles ("ATV's");
10. Transportation devices for ATV's;
11. Any vehicle customarily used for leisure activities;
12. Trucks utilized for the purpose of transporting the above listed equipment;
13. Work trucks.

**EXHIBIT D**

**RENT SCHEDULE**

From and after the Effective Date, Tenant shall pay a monthly and an annual rent. The basis for the monthly and annual rents shall be a percentage of the land value of the Premises as adjusted periodically for inflation. For the first six (6) years after the Effective Date, the land value of the Premises has been determined to be \$960,000. The land value of the Premises shall be adjusted for inflation at the beginning of the 7<sup>th</sup>, 12<sup>th</sup>, 17<sup>th</sup>, 22<sup>nd</sup>, 27<sup>th</sup> and 32<sup>nd</sup> year after the Effective Date (the "Inflationary Adjustment Periods"). The amount of the inflationary adjustment shall be based upon the compounded net percentage change in the Consumer Price Index ("CPI") for Los Angeles-Anaheim-Riverside (All Consumers Index) (December 31, 1988=100) between the Inflationary Adjustment Periods published by the Bureau of Labor Statistics of the United States Department of Labor.

Calculating the CPI inflationary adjustments involves comparing the current year's CPI to the percent change of a subsequent time period. The CPI percent change is calculated by first determining the index point change between the two periods and then the percent change. The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7%

The first inflationary adjustment shall occur at the beginning of the seventh year after the Effective Date. To calculate the adjusted land value for year 7, staff will determine the compounded CPI percentage change for years 2-6. The following is an example of how the land value of the Premises will be adjusted from \$960,000 in year 1, to \$1,113,305 in year 7, if the CPI inflationary adjustments were a constant 2.5% each year. Both monthly and annual rent payments shall be determined by the adjusted land values based on a five-year compounded CPI adjustment.

Year	Land Value	CPI	Adjusted Land Value
Year 1	\$960,000.00	N/A	N/A
Year 2		2.5	\$984,000.00
Year 3		2.5	\$1,008,600.00
Year 4		2.5	\$1,033,815.00
Year 5		2.5	\$1,059,660.30
Year 6		2.5	\$1,086,151.80
Year 7	\$1,113,305.50		

*FOR*

**REIMBURSEMENT PAYMENTS:**

The parties have agreed that the estimated cost to rehabilitate the 241,590 square foot paved area within Phase 3 (consisting of crack preparation, additional asphalt concrete pavement, aggregate base, slurry seal and seal coat) will be \$33,000. Tenant will be responsible for completing the pavement rehabilitation before the Effective Date (including crack preparation, additional asphalt concrete pavement, aggregate base, slurry seal and seal coat) at its own expense and as part of the construction and development of Phase 3. In return, Landlord will credit the amount of \$33,000\* towards the reimbursement amount of \$208,819.

Tenant shall pay Landlord a reimbursement payment, in arrears, commencing on the first anniversary of the Effective Date, in the amount of \$20,881.90 per year for a 10-year term except as shown in the following reimbursement schedule for payments in year one and year two. Subsequent payments will be made on the anniversary date of the Effective Date. Such reimbursement payments shall be in addition to the monthly and annual rental payments and shall continue to be paid until Landlord receives a cumulative total of \$208,819 of reimbursement payments. The following is the reimbursement schedule:

Payment	Reimbursement Payment	Reimbursement Balance
		<b>\$208,819.00</b>
Year 1	*\$33,000.00	\$175,819.00
Year 2	\$8,763.80	\$167,055.20
Year 3	\$20,881.90	\$146,173.30
Year 4	\$20,881.90	\$125,291.40
Year 5	\$20,881.90	\$104,409.50
Year 6	\$20,881.90	\$83,527.60
Year 7	\$20,881.90	\$62,645.70
Year 8	\$20,881.90	\$41,763.80
Year 9	\$20,881.90	\$20,881.90
Year 10	\$20,881.90	\$0.00
<b>Total</b>	<b>\$208,819.00</b>	

**FIRST SIX YEARS:**

The following is the rent schedule for the first six (6) years after the Effective Date:

Year	Multiplier*	Monthly Rent**		Annual Rent***	Total Payments	Land Value
Year 1	3%+2%	\$2,400	Plus	\$19,200	\$48,000	\$960,000
Year 2	3%+3%	\$2,400	Plus	\$28,800	\$57,600	\$960,000
Year 3	3%+3%	\$2,400	Plus	\$28,800	\$57,600	\$960,000
Year 4	4%+3%	\$3,200	Plus	\$28,800	\$67,200	\$960,000
Year 5	4%+3%	\$3,200	Plus	\$28,800	\$67,200	\$960,000
Year 6	4%+3%	\$3,200	Plus	\$28,800	\$67,200	\$960,000
Years 7-36	4%+3%	TBD	Plus	TBD	TBD	TBD

*FAR*

\*The "Multiplier" column includes two percentage numbers. The first one represents the percentage of the applicable land value that is the basis for the monthly rent. The second one represents the percentage of the applicable land value that is the basis for the annual rent.

\*\*The monthly rent is due in advance on the first day of each month beginning on the Effective Date.

\*\*\*The annual rent is due in arrears on each anniversary of the Effective Date.

Landlord shall provide Tenant an adjusted Schedule of Rents for each Inflationary Period as close as possible to the beginning of the 7th, 12th, 17th, 22nd, 27th, and 32nd years after the Effective Date. In the event Landlord is delayed in providing Tenant with an adjusted Schedule of Rents, Tenant shall continue making its monthly rent payments at the last prevailing rate (the "Rental Rate Continuation Period"). Once Landlord provides Tenant with the applicable adjusted Schedule of Rents, Tenant shall amend its next monthly payment due Landlord to account for the differential in rent for each month during the Rental Rate Continuation Period.

## EXHIBIT "E"

### MAINTENANCE REQUIREMENTS

#### A. Maintenance Standards

1. **Trash and Debris:** Tenant shall not stockpile more than 6 cu. yds. of trash or litter per each 1 acre of leasable area. Trash shall be removed on a weekly basis.
2. **Vegetation and weeds:** Tenant shall control all weed growth of more than 6-inches in height that occurs within the leasable area to the satisfaction of the Public Works and Redevelopment Directors, or designees.
3. **Erosion Control:** All slopes shall be free of gullies and erosion damage. Tenant shall fill any and all erosion rills or gullies that are more than 8 inches wide and 6 inches deep to the satisfaction of the Public Works Director.
4. **Drainage Control:** Tenant shall ensure that all paved surfaces are maintained to promote sheet flow and preclude ponding of water. All cracks wider than 1/8 inch extending more than 10 feet in length shall be filled in by the Tenant as soon as they appear, to the satisfaction of the Public Works Director. Because the project has the potential to generate stormwater pollution, it is subject to submittal of a Water Quality Management Plan (WQMP) for review and approval of the Public Works Director, or designee. The subject WQMP shall be approved prior to issuance of any grading or building permits.
5. **Perimeter Fences and Gates:** Tenant shall maintain all perimeter fences and gates to insure that all are kept secure and that any breaks are repaired within 5 days of notification by the Landlord and to the satisfaction of the Public Works Director.
6. **Landscaping Requirements:** Landscaping shall be installed in compliance with the Resolution of approval for Conditional Use Permit CUP 02-10 and Mitigation Monitoring Program of the project EIR. All landscaping within ten (10) feet of the outside of the perimeter fencing on the north, east and south lease area (per Exhibit B - Lease Limits), shall be maintained in good condition and to the satisfaction of the Public Works and Community Development Directors.
7. **Asphalt Paving Repairs:** The AC pavement both existing and proposed, will require a seal coat once every 5 years to maintain its imperviousness. The seal coating shall be applied in a manner and with frequency to the satisfaction of the Public Works Director.

#### B. Restrictions

The Regional Water Quality Control Board (RWQCB) provides regulations for the site. Waste discharge regulations require drainage controls to divert run-on and run-off, prevent ponding, infiltration, inundation, erosion, slope failure and washout. Ponding and infiltration of water into the refuse layers enhance the production of leachate. The landfill site is also subject to the South Coast Air Quality Management District (SCAQMD) requirements. A landfill gas migration control system consisting of

extraction wells, gas collection headers, probes and a flaring station is operation at the site under the control of the City's Public Works Department.

The following restrictions are imposed on the site:

1. Excavation into the impermeable asphalt or clay cap layer of the landfill site is restricted and will be allowed only by written approval by the City. The impermeable clay cap was constructed to be approximately 12 to 18 inches below the surface of the landfill, in some areas and as much as 4-feet in others. If proposed improvements or site alterations expressly approved by the city, require excavation into the clay or asphalt cap layer, the trench will be backfilled with similar impermeable material and the cap restored to its original condition or better.
2. Stringent restrictions apply to the use of irrigation water or a use that has the potential for infiltrating or percolating water through the landfill surface; including requirements for the use of impermeable membranes, paving and controls for the use or application of water.
3. Monitoring and control facilities (survey monuments, benchmarks, groundwater monitoring wells, gas extraction wells, gas headers, probes, etc.) shall be protected in place. Any damage sustained by any of these facilities from the operations of the Tenant shall be repaired at the Tenant's expense, to the satisfaction of the Public Works Director.
4. Tenant shall provide unimpeded access to gas monitoring vaults and groundwater monitoring wells at all times. No vehicles will be parked as to block any of these gas monitoring and control facilities.
5. The City reserves access rights to all areas within the site. The Tenant shall relocate facilities, material or equipment from time to time to allow access for repair and/or maintenance of underground and above ground monitoring and control facilities. Such relocation of facilities, materials or equipment shall be at the sole expense of the Tenant.
6. Due to the environmentally sensitive nature of the site, the Tenant shall be required to comply with any requirement of the RWQCB, Department of Environmental Health Services-Local Enforcement Agency (DEHS-LEA) and SCAQMD in reference to the premises and the use of the site.



## STAFF REPORT

**ITEM NO. 14.D.**

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**DATE:** January 28, 2019  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** JEANNETTE VAGNOZZI, CITY MANAGER  
**PREPARED BY:** JEANNETTE VAGNOZZI, CITY MANAGER  
**SUBJECT:** DISCUSSION OF PURCHASING PROCEDURES

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### RECOMMENDED ACTION

It is recommended that the City Council provide direction to staff.

### GOAL STATEMENT

The proposed action supports the City's goal to be transparent in the administration of all City affairs.

### BACKGROUND

At the request of Council Member Felix, and a second by Council Member Zuniga, Council is asked to review and discuss the levels of purchasing authority currently provided by both the Upland Municipal Code and Administrative Policy No. 214.

Government Code Section 40602(b) provides for the City Council to delegate signing authority to an officer of the City. The past action of the City Council has authorized the City Manager to approve and sign contracts on behalf of the City for the purchase of equipment, materials, supplies or services provided the expenditure for the same is authorized by the current budget and the contract amount does not exceed \$50,000.

### ISSUES/ANALYSIS

In July 2012, the city Council adopted Ordinance No. 1865 which formalized the purchasing authority of the City Manager up to \$50,000. It states that past action of the City Council established this policy; however, it was not established by ordinance. Older purchasing policy manuals state that anything over \$50,000 must approved by the City Council.

In January 2013, the City Council adopted Ordinance No. 1870. This added the language requiring that any purchase over \$25,000 and authorized by the City Manager shall be reported to City Council. This has not been modified to date.

Administrative Policy No. 214 represents the City's purchasing policy. This was approved in 2015. It provides a chart showing purchasing approval for the City Manager at \$50,000, Department Heads at \$25,000, and Managers at \$5,000. It should be noted that approval of the purchases must be within budget authority for the respective department. Anything outside the current budget would require a budget amendment which requires Council approval.

If council wishes to make adjustments to the purchasing policy, the next steps would require an amendment to the ordinance, a revision to the Administrative Policy No. 214, and reprogramming the authority levels on the accounting software.

### **FISCAL IMPACTS**

Any changes to the policy or ordinance would not pose any fiscal impact with the exception of additional staff time, potential loss of discounts or savings for longer approval times, and potential delay in payment to vendors due to the longer approval time.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS:**

**Staff Report and Ordinance No. 1865**

**Staff Report and Ordinance No. 1870**

**Administrative Policy No. 214**



# STAFF REPORT

ITEM NO. 10.G

**DATE:** JULY 23, 2012  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** STEPHEN DUNN, CITY MANAGER  
**PREPARED BY:** STEPHANIE MENDENHALL, ADMINISTRATIVE SERVICES DIRECTOR  
**SUBJECT:** MUNICIPAL CODE AMENDMENT RELATIVE TO THE POWERS AND DUTIES OF THE CITY MANAGER

## RECOMMENDED ACTION

It is recommended that the City Council hold 1st reading by number and title only and introduce an Ordinance amending Section 2.04.070 of the Upland Municipal Code relating to the powers and duties of the City Manager.

## GOAL STATEMENT

The proposed action supports the City's goal to ensure the efficient administration of all City affairs.

## BACKGROUND

Government Code Section 40602(b) provides for the City Council to delegate signing authority to an officer of the City. The past action of the City Council has authorized the City Manager to approve and sign contracts on behalf of the City for the purchase of equipment, materials, supplies or services provided the expenditure for the same is authorized by the current budget and the contract amount does not exceed \$50,000.

## ISSUES/ANALYSIS

In order to delegate this authority and authorize the City Manager to execute contracts on behalf of the City, an ordinance must be adopted. The City Attorney has prepared an ordinance which will implement the action.

## FISCAL IMPACTS

There is no fiscal impact associated with the action.

## ALTERNATIVES

Provide alternative direction to staff.

## ATTACHMENTS:

[Ordinance](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UPLAND, CALIFORNIA, AMENDING SECTION 2.04.070 OF THE UPLAND MUNICIPAL CODE RELATING TO THE POWERS AND DUTIES OF THE CITY MANAGER

THE CITY COUNCIL OF THE CITY OF UPLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 2.04.070 of the Upland Municipal Code is hereby amended to read as follows:

Section 2.04.070 Powers and Duties.

(a) The city manager shall be the administrative head of the government of the city under the direction and control of the city council except as otherwise provided in this code. The city manager shall be responsible for the efficient administration of all the affairs of the city which are under his or her control. In addition to his or her general powers as administrative head, and not as a limitation thereon, it shall be his or her duty and he or she shall have the powers set forth in Sections 2.04.080 through 2.04.200, inclusive.

(b) Under Government Code Section 40602 (b), the Mayor is vested with the authority to sign all written contracts and conveyances made or entered into by the City while the City Council may provide by ordinance that written contracts and conveyances may be signed by an officer other than the Mayor. Therefore, the City Manager may sign any written contract or conveyance on behalf of the City whenever the City Council so authorizes the City Manager by motion or resolution subject to such condition or limitation that the City Council may impose upon such authority to the City Manager.

(c) The City Manager also may approve and sign a contract on behalf of the City for the purchase of equipment, materials, supplies or services provided the expenditure for same is authorized by the current annual budget and the contract amount does not exceed \$50,000 for any one vendor or professional in the same fiscal year.

Section 2. Compliance with California Environmental Quality Act. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Ordinance is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Upland, pursuant to all legal requirements.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_,  
2012.

\_\_\_\_\_  
Ray M. Musser, Mayor

I, Stephanie A. Mendenhall, City Clerk of the City of Upland, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Upland held on the 23<sup>rd</sup> day of July, 2012, and was adopted at a regular meeting of the City Council of the City of Upland on the \_\_\_\_ day of August, 2012, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST: \_\_\_\_\_  
Stephanie A. Mendenhall, City Clerk



## STAFF REPORT

SECOND READING AND ADOPTION  
Ord No. 1870 Date 1/28/13 Item No. 10.D

ITEM NO. ~~10.F~~

**DATE:** JANUARY 14, 2013  
**TO:** MAYOR AND CITY COUNCIL  
**FROM:** STEPHEN DUNN, CITY MANAGER  
**PREPARED BY:** KIM BARLOW, CITY ATTORNEY  
**SUBJECT:** MUNICIPAL CODE AMENDMENT RELATIVE TO THE DELEGATION OF AUTHORITY

### RECOMMENDED ACTION

It is recommended that the City Council hold first reading by number and title only, and introduce an Ordinance amending 2.04 of the Upland Municipal Code pertaining to the powers and duties of the City Manager.

### GOAL STATEMENT

The proposed action supports the City's goal to ensure the efficient administration of all City affairs.

### BACKGROUND

In the past, authority has been delegated to the City Manager to execute contracts on behalf of the City for the purchase of equipment, materials, supplies or services provided the expenditure is authorized by the current annual budget and the contract amount does not exceed \$50,000 for any one vendor or professional within the same fiscal year.

At the meeting on December 10, 2012, the City Council expressed concern with granting the authority without assurance that the City Council would be informed of any execution of agreements. The City Attorney has added language which would require the City Manager to notify the Council of any agreements he has executed on behalf of the City.

### ISSUES/ANALYSIS

City staff receives frequent requests to execute agreements with other public agencies and non-profits to cooperate in various ways in providing governmental services. For example, there are cooperative agreements with public and private non-profit schools regarding the use of City facilities for training or education, agreements between the Police Department and other law enforcement agencies regarding the sharing of and access to criminal justice information, agreements for multi-agency sharing of grant funds, etc. Most of these agreements are either revenue neutral or allow the City to recover and use grant funds.

At this time, there is nothing in the City's Municipal Code that allows the City Manager to approve such agreements, even though they involve "no cost" to the City and result in no increase in the possible liability exposure of the City. Staff believes that to streamline the agreement process and

shorten the approval time, the Municipal Code should be amended to authorize the City Manager to execute this type of agreement. This authority is consistent with the current authority of the City Manager to execute agreements for the purchase of goods and services from a single vendor up to \$50,000 per year.

**FISCAL IMPACTS**

There is no fiscal impact associated with this action.

**ALTERNATIVES**

Provide alternative direction to staff.

**ATTACHMENTS:**

[Ordinance](#)

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UPLAND, CALIFORNIA, AMENDING CHAPTER 2.04 OF THE UPLAND MUNICIPAL CODE PERTAINING TO THE POWERS AND DUTIES OF THE CITY MANAGER.

THE CITY COUNCIL OF THE CITY OF UPLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings.

- A. California Government Code Section 40602 permits city councils to authorize city officers other than the mayor to enter into written contracts on behalf of the city; and
- B. The City Manager is an officer of the City of Upland, appointed by the City Council; and
- C. The City Council finds that the efficient functioning of city government requires greater City Manager authority to enter into contracts on behalf of the City; and
- D. The City Council finds that City Manager authority to enter into “no cost” contracts on behalf of the City would increase government efficiency ; and
- E. All legal prerequisites prior to the adoption of this ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF UPLAND DOES ORDAIN AS FOLLOWS:

Section 2. The City Council finds that all the facts, findings, and conclusions set forth above this Ordinance are true and correct

Section 3. Chapter 2.04 of the Upland Municipal Code is hereby amended as follows:

Chapter 2.04 CITY MANAGER

2.04.070(c) Powers and duties.

The city manager also may approve and sign a contract on behalf of the city for the purchase of equipment, materials, supplies or services provided the expenditure for same is authorized by the current annual budget and the contract amount does not exceed \$50,000 for any one vendor or professional in the same fiscal year. Additionally, the city manager may also approve and sign contracts between the city and other government agencies and non-profit organizations that are “no cost” to the City and do not impose or assume any liability to the city that it would not otherwise have in the absence of the contract. The city manager shall notify the City Council in writing at least once per month of the execution of any contracts executed by the city manager for the City.

Section 4: If any section, subsection, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Upland hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 6. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Upland, pursuant to all legal requirements.

PASSED, APPROVED, AND ADOPTED this 28<sup>th</sup> day of January, 2013.

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Ray M. Musser, Mayor

I, Stephanie A. Mendenhall, City Clerk of the City of Upland, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Upland held on the 14<sup>th</sup> day of January, 2013, and was adopted at a regular meeting of the City Council of the City of Upland on the 28<sup>th</sup> day of January, 2013, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

ATTEST: 

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Stephanie A. Mendenhall, City Clerk

## PURCHASING

### 1. PURPOSE

To outline policies and procedures which implement Chapter 2.48 of the Upland Municipal Code regarding bidding, purchasing and contracting of supplies, equipment, vehicles, maintenance, public works projects and professional services.

### 2. POLICY

All purchases of supplies, equipment, vehicles, maintenance, public works projects and professional services are governed by Chapter 2.48 of the Upland Municipal Code. This policy applies to all purchases, projects and services approved by the City Council through the annual budget process. Staff shall make reasonable efforts to contact qualified vendors.

All bid documents and contract agreements for projects or services purchased with federal grants as a full or partial funding mechanism will include all federal requirements and stipulations as mandated by the funding organization.

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal, State or City funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, agent, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the City of Upland shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub agreements (UMC 2.56.060).

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition (UMC 2.48.050). The City of Upland shall be alert to organizational conflicts of interest, as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. An exception to this is when at least two contractors have given proposals or when the contractor has been identified as a unique sole source provider. Awards shall be made to the bidder whose offer is responsive to the solicitation and is most advantageous to the City of Upland, where price, quality and other factors are considered. Solicitations shall clearly set forth all requirements that the bidder shall fulfill in order for the bid or offer to be evaluated by the City. Any and all bids or offers may be rejected when it is in the City of Upland's best interest to do so.

Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

In almost all cases when using any type of purchasing procedure, departments must receive bids from at least three vendors. In situations when fewer than three bids are received, a written explanation needs to accompany the requisition.

The recognized methods for procurement are: Cal Card, Purchase Order, Blanket Purchase Order, Demand for Payment and Petty Cash.

The following chart defines the suggested purchasing authority by position. All approved signers need to have an Authorized Signature Form on file with the Purchasing Official which has been approved by their supervisor

<b>AUTHORIZED SIGNATURE TRACKING FORM</b>						
Department/Division	Position	City Manager	Executives	Mid-Mgmt		General
		≤ \$50,000	≤ \$25,000	≤ \$5,000	≤ \$1,000	≤ \$500
<b>City Manager's Office</b>	City Manager	X				
	Executive Assist. to the City Manager				X	
<b>Administrative Services</b>						
Administration	Administrative Services Director		X			
City Clerk	Senior Admin Assist					X
Finance	Finance Manager			X		
	IT Manager			X		
	Accounting / Customer Serv Supervisors				X	
Human Resources	Senior HR Analyst			X		
	HR Analyst				X	
<b>Development Services</b>	Development Services Director		X			
<b>Public Works</b>	Public Works Director		X			
<b>Fire Dept.</b>	Fire Chief		X			
	Battalion Chief			X		
<b>Police Dept.</b>	Chief of Police		X			
	Police Captain			X		
	Police Lieutenant-Admin Svcs Commander			X		
	Police Lieutenant				X	
	Police Sergeant				X	
	Police Dispatch Supervisor				X	
<b>Community Services</b>	Community Services Director		X			

Purchases for projects, services, vehicles, equipment, and supplies less than or equal to \$25,000 are subject to a direct purchasing procedure and may be awarded by the Department Head. Mid - Managers may award purchases less than or equal to \$5,000.

Purchases for projects, services, vehicles, equipment, and supplies that are greater than \$25,000 and less than or equal to \$50,000 are awarded by the City Manager.

Purchases for projects, services, vehicles, equipment, and supplies over \$50,000 are subject to a formal purchasing procedure and are awarded by the City Council. In accordance with state law, the City Council must approve plans and specifications for all public works and maintenance projects over \$5,000. This policy applies to all budgeted purchases, projects and services.

Department Heads or their designees shall maintain a list of local vendors who have requested to be notified when bids for services, projects, equipment, and vehicles will be occurring.

It is considered unlawful to split or separate purchases into smaller work units for the purpose of evading the provisions of UMC 2.48.160, requiring work to be done by contract after competitive bidding. A formal Request for Proposal (RFP) is to be added to the City's website to allow for public participation in the bidding process.

For the purpose of determining which type of purchasing procedure should be used, project cost shall include the basic cost for the goods or services, as well as taxes, freight fees and any other incidental charges.

### **3. FACTORS CONSIDERED WHEN SELECTING A VENDOR**

Factors that may be considered when awarding bids shall include, but are not limited to:

1. Clarity and understanding of project scope and how the project will benefit the Upland community or ability to meet bid specifications.
2. Familiarity with the type of project being undertaken.
3. Ensure that employees responsible for initiating purchasing functions are knowledgeable of, and comply with pertinent laws and regulations governing the purchasing process.
4. Vendor experience providing this type of service, equipment, product or vehicle.
5. List of references and past record of performance, including quality of work, ability to meet timelines, and cost control.
6. Capacity of vendor to meet timelines of project or product delivery.
7. Make sure budget funds are available prior to submitting requisition
8. Cost of service or product to be provided relative to the timeframe proposed.
9. Local vendor preference is desirable as it stimulates the local economy. All orders/contracts are awarded on the basis of quality, previous performance, ability to meet the contract requirements, availability of service and parts, delivery schedule, and payment terms/discounts. When all these factors are equal except price, the City Manager/Council may award a bid to an Upland vendor provided the local bid does not exceed the lowest bid by more than 5% or less (up to \$1,000) of the quoted price. The rationale for this is that the sales tax returns to the City's General Fund as revenue, effectively reducing the cost (UMC Sec. 2.48.130).

#### 4. REQUISITION / PO PROCESS

A requisition will need to be completed and a purchase order issued prior to ordering any items/services greater than \$2,500.

- A. The Purchase Requisition is used for authorizing the purchase of all materials, equipment, supplies and services. The Purchase Requisition provides a space for vital information required before an order may be placed, and provides authorization to the Purchasing Official to make a commitment. Without this authorization, the Purchasing Official cannot commit funds.
- B. Purchase Requisition
  - 1. The Purchase Requisition is the only order form used by the City of Upland.
  - 2. To control spending by unauthorized users, Purchase Requisitions are to be used for all procurements where a Cal Card or Petty Cash have not been used.
  - 3. The requesting party is to complete all requested information in the purchasing module.
  - 4. Information should be entered on the requisition as follows:
    - a. Department
    - b. Vendor No.
    - c. Ship to Code
    - d. Requested By
    - e. Comments, if needed
    - f. Account #
    - g. Under Detail Lines, requestor completes description, quantity, unit of measure, pricing, etc.
  - 5. The Department Head or Authorized Signer needs to approve the requisition.
  - 6. The requesting party needs to send a copy of the approved requisition along with the quoted information to the Purchasing Official.
- C. Requisition converted to Purchase Order:  
Upon receipt of the requisition, the Purchasing Official will review the supplied documents for PO generation. If a purchase order is issued, a copy will be forwarded to the original requester.
- D. New Vendor:  
If the supplier is a new vendor to the City, then a New Vendor Information Form will need to be completed and forwarded onto the Purchasing Official prior to ordering.  
**(Exhibit A)**

## 5. PURCHASING / BID PROCESS AND DOCUMENTATION

**A. Purchases less than or equal to \$2,500: (Direct: a purchase, usually of a limited dollar amount, made by buying from an available source, as opposed to buying from a vendor who has responded to an invitation to bid.)**

1. Pricing Quotes should be obtained but is not required for all purchases less than \$2,500. If price quotes are obtained, the department making the purchase must provide competitive pricing information from three vendors for a specified item and quantity thereof.
2. In the event that competitive bids are not obtained, documentation of the reason(s) could be requested by the Purchasing Official.
3. Insurance certificate(s) naming the City of Upland as additional insured shall be obtained at a coverage level that is applicable to the City's exposure to liability (if any).
4. Copy of contractors or other type(s) of license(s) as applicable.
5. A valid City of Upland Business License or qualified vendor exception certificate shall be verified or obtained for any service performed or goods delivered.
6. A W-9 form on file with the City shall be verified or obtained.
7. Prior to requesting a requisition for equipment purchases that will be made with federal funds, City staff shall perform a search of the Federal Excluded Parties List System (EPLS)—available online at <https://www.sam.gov> - to ensure that vendor(s) are not listed. This task is to comply with Federal procurement program policies and requirements. A screen print of the search results shall be used as supporting documentation to provide proof that the listing was checked. The screen print needs to be attached to the requisition for purchase order approval.

**B. Purchases greater than \$2,500 and less than or equal to \$50,000: (Informal: a request for price quotations for a commodity or services that does not require a sealed bid, public opening, or public reading of bids.)**

1. Pricing Quotes shall be obtained for all purchases, excluding professional services, greater than \$2,500 and less than or equal to \$50,000. The department making the purchase must provide competitive pricing information from three vendors for a specified item and quantity thereof.
2. In the event that competitive bids are not obtained, documentation of the reason(s) will be required by the Purchasing Official.
3. Insurance certificate(s) naming the City of Upland as additional insured shall be obtained at a coverage level that is applicable to the City's exposure to liability (if any).
4. Copy of contractors or other type(s) of license(s) as applicable.

5. A valid City of Upland Business License or qualified vendor exception certificate shall be verified or obtained for any service performed or goods delivered.
6. A W-9 form on file with the City shall be verified or obtained.
7. Prior to requesting a requisition for equipment purchases that will be made with federal funds, City staff shall perform a search of the Federal Excluded Parties List System (EPLS)—available online at <https://www.sam.gov> - to ensure that vendor(s) are not listed. This task is to comply with Federal procurement program policies and requirements. A screen print of the search results shall be used as supporting documentation to provide proof that the listing was checked. The screen print needs to be attached to the requisition for purchase order approval.

**C. Purchases greater than \$50,000: (Formal: an RFP must be submitted in a sealed envelope and in conformance with a prescribed format to be opened publicly at a specified time UMC Sec. 2.48.090).**

1. **Notice Inviting Bids:** Notices inviting bids shall include a general description of the article(s) to be purchased or sold, shall state where bid templates or forms and specifications may be secured and the time and place for opening bids.
  - a) **Published Notices.** Notices inviting bids shall be published at least 10 days before the bid opening date. Notices shall be published at least once in a newspaper of general circulation, or shall be posted in at least three places in the City that have been designated by ordinance as the place for posting public notices.
  - b) **Bidder's List.** The Purchasing Official shall also solicit bids from responsible prospective suppliers whose names are on the bidder's list or who have made a written request that their names be added to the bidder's list maintained by the Department Heads.
2. **Bid Opening Procedure:** Sealed bids shall be submitted to the City Clerk and shall be identified as "bid" on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be available for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.
3. **Rejection of Bids:** In its discretion, the City Council may reject any and all bids presented, re-advertise for bids, or authorize the Purchasing Official to award a contract after negotiation for the most reasonable cost under existing conditions. The right to reject any or all bids is expressly reserved by the City. The decision of the City Council shall be final.
4. **Award of Contracts:** Except as otherwise stated in this section, contracts shall be awarded to the lowest responsible bidder. All contracts are awarded on the basis of quality, previous performance, ability to meet contract requirements, availability of service and parts, delivery schedule, and payment terms / discounts.

5. **Tie Bids:** If two or more bids received are for the same total or unit price, quality and service being equal, the City Council may, at its discretion, accept the one it chooses or accept the lowest bid made by negotiation with the tied bidders.
6. **Waiver of Defects:** The City Council shall have the right to waive any irregularities or informalities in the bidding or in the procedures set forth in this chapter. No irregularity or informality shall void any contract.
7. **Insurance Certificate(s):** Naming the City of Upland as additional insured shall be obtained at a coverage level that is applicable to the City's exposure to liability (if any).
8. **License(s):** Copy of contractors or other type(s) of license(s) as applicable.
9. **Business License:** A valid City of Upland Business License or qualified vendor exception certificate shall be verified or obtained for any service performed or goods delivered.
10. **W-9:** A W-9 form on file with the City shall be verified or obtained.
11. **Federal Excluded Parties List System:** Prior to awarding a bid and submitting a requisition for equipment purchases that will be made with federal funds, City staff shall perform a search of the Federal Excluded Parties List System (EPLS)—available online at <https://www.sam.gov> - to ensure that vendor(s) are not listed. This task is to comply with Federal procurement program policies and requirements. A screen print of the search results shall be used as supporting documentation to provide proof that the listing was checked. The screen print needs to be attached to the requisition for purchase order approval.

## 6. **BIDDING FOR PUBLIC PROJECTS GREATER THAN \$5,000**

Formal bidding for "public projects" is defined in the California Public Contract Code and therefore requires substantively different procedures than those followed for projects not covered by State law. For purchases and contracts for supplies, equipment and contractual services for "public projects", a formal bid will be used for amounts outlined in the California Public Contract Code. The award shall be made by the City Council to the lowest responsible bidder.

### A. **General Instructions**

1. Procurements expected to exceed \$5,000 should be so identified at the time of submission to Finance.
2. City Council approval is required before formal bidding for public projects.
3. After bids are received and publicly opened, they are sent to the requisitioning department for technical evaluation. The evaluation must be based upon compliance with the specification(s) contained in the bid documents.

## B. Notice Inviting Bids

The publication of the notice shall be at least ten (10) days before the date of bid opening. The notice shall be published at least once in a newspaper of general circulation within the City and on the City's website.

The following information is required in all bid notices for formal bidding of public projects:

1. The bid notice shall distinctly state the project to be done.
2. The bid notice shall include a general description of the articles and/or services to be procured.
3. The bid notice shall state the time and place for the submission of sealed bids, and where and when the sealed bids will be publicly opened and read.
4. The bid notice shall state the time and completion of the contract and include the amount for liquidated damages.
5. The bid notice shall state the cost of plans and specifications and where bid forms may be obtained.
6. No bid will be received unless it is made on a proposal form furnished by the lead department.
7. Each bid must be accompanied by a certified or cashier's check, or a bidder's bond, made payable to the City of Upland for an amount equal to at least ten (10) percent of the bid amount; such guarantee to be forfeited should the bidder to whom the contract is awarded fails to enter into the contract.
8. In addition, a Performance Bond in an amount equal to 100% of the bid, a Payment Bond (i.e., Labor and Materials Bond) in an amount equal to 50% of the bid, and a 10% Bid Bond shall be required of the successful bidder prior to entering into a contract. The City will permit substitution of approved securities for monies retained in accordance with the appropriate sections of the State Standard Specifications, January, 1981.
9. Before a contract is entered into with the successful bidder, the bidder shall present evidence in writing to the City of Upland that he or she has current liability and property damage insurance in at least the amounts noted in the bid document.
10. No contract will be awarded to any contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division III of the State Business and Professions Code, Section 7000, et seq.
11. All bids are to be compared on the basis of the Project Engineer's estimate of the quantities of work to be done. If the City Council makes an award, it will be to the lowest responsible bidder.
12. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has been disqualified, removed or otherwise prevented from bidding on or completing a federal, state or local project because of a violation of law or a safety regulation.

13. In accordance with the provisions of Sections 1771 and 1771.5 of the California Labor Code, contractors are required to pay the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed and the general prevailing rate of per diem wages for holiday and overtime work for:
  - a) Any public works construction project of \$25,000 or greater, and/or
  - b) Any public works project for alteration, demolition, repair or maintenance, costing \$15,000 or greater.

A pre-job (construction, demolition or repair) conference shall be conducted with the contractor(s) and subcontractor(s) to discuss federal and state labor law requirements applicable to the contract; and project contractor(s) and subcontractor(s) shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury; and the City of Upland shall review, and if appropriate, audit payroll records to verify compliance with the California Labor Code.

14. Pursuant to State law (Section 1777.5 of the California Labor Code), every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed.

State law stipulates that a contracted labor force for any public project costing \$30,000 or greater, or scheduled to take 20 working days or more to complete, must have a ratio of at least one (1) apprentice to five (5) journeymen. Any contractor wishing to be exempted from the 1-to-5 ratio must apply for a certificate from the joint apprenticeship committee.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards branch offices.

15. The City of Upland shall notify all bidders that it will affirmatively ensure that pursuant to bid advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for the award.
16. The City Council reserves the right to reject any and all bids, to waive any informality in the bidding, and to accept any bid or portion thereof.

### **C. Bid Opening Procedure**

1. Sealed bids shall be submitted to the City Clerk at the time and place specified in the bid notice.
2. Bids shall be identified as such on the face of the envelope.
3. Bids received by the City Clerk after the time indicated in the published "Notice Inviting Bids" shall be returned unopened to the bidder.

4. Bids received as required shall be opened in public at the time and place stated in the "Notice Inviting Bids".
5. Present on behalf of the City at the bid opening shall be the City Clerk, City Engineer and the designated Purchasing Official. The City Clerk shall record all bids received.
6. The City Clerk shall keep a record of each bid opening, including the time and place of the bid opening, the bidders, bid amounts and such other matters as the City Clerk shall deem pertinent.
7. A tabulation of all bids received shall be available for public inspection in the City Clerk's Office for a period of not less than thirty (30) calendar days after the bid opening.
8. The City Manager or designee shall report all bids received, along with City staff recommendation, to the City Council. If, after all formal bid procedures are observed, no bids are received, the City Council may proceed with the project, notwithstanding the restrictions in the state law on Public Works Projects.

#### **D. Award of Bids**

Bid contracts shall be awarded by the Council to the lowest responsible bidder, except as otherwise provided in the Code. (UMC 2.48.130)

#### **E. Lowest Responsible Bidder**

The following factors will be considered in evaluating the "lowest responsible bidder":

1. The ability, capacity and skill of the bidder to perform the contract required;
2. Whether the bidder has the facilities to perform the contract promptly, or within the time specified, without delay or interference;
3. The integrity, reputation, judgment, experience and efficiency of the bidder;
4. The bidder's record of performance of previous or similar contracts;
5. Previous and existing compliance by the bidder with federal, state and municipal laws relating to the contract;
6. The financial resources and ability of the bidder to perform the contract;
7. The quality, availability and adaptability of the supplies or equipment to the particular use required;
8. The bidder's ability to perform the work required, the cost to the City and the ease of obtaining repairs and performing maintenance;
9. The number and scope of conditions attached to the bid; and
10. The sales tax differential.

## F. Tie Bids

If tie bids are received, quality and service being equal, the contract shall be awarded to a local bidder. If the above condition is not applicable, the City Council may accept either one, or;

- a) May reject any and all bids presented and re-advertise;
- b) May accept the lowest bid made by negotiation with the tie bidders; or,
- c) May award the bid to any one of the low tie bidders by public drawing.

## G. Rejection of Bids

If a bidder fails to complete the following requirements, the bid submitted will not constitute a legally acceptable bid to the City and will be rejected from consideration. NOTE: The following are typical of a non-responsive bid:

- Insurance certificates incomplete;
- Bid bond not furnished or incomplete;
- Personal or company check furnished in lieu of cashier's/certified check;
- Failure to attend mandatory job walk; or,
- Failure to respond to questions or requirements of the bid notice.

### Other reasons for bid rejection include:

1. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted;
2. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested;
3. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted;
4. A proposal on which the signature of the bidder has been omitted.
5. In its discretion, the City Council may reject all bids presented and re-advertise (UMC 2.48.090).
6. After receiving bids, the City Council may pass a resolution by its members declaring that the project can be performed more economically in the open market or the materials, labor or supplies can be furnished at a lower price in the open market. Upon adoption of the resolution, the City Council may proceed with the project or may procure in the open market the needed materials, labor or supplies, notwithstanding the restrictions in the State law on Public Works Projects.

## 7. BID PROCESS EXCEPTIONS AND DOCUMENTATION

**A. Professional Services:** Professional services include, but are not limited to: accounting/auditing; computers; civil; mechanical; electrical; structural; traffic; and geotechnical engineering; architecture; community planning and economic development;

financial and economic feasibility; personnel; legal; management; environmental; cable TV; and, communications.

Technical consultant services are of a professional nature and due to the professions involved, as well as the nature of services to be provided, do not readily fall within the competitive bidding process. Each department is authorized to solicit proposals, and evaluate and submit their recommendation to the City Manager (UMC 2.48.060).

- B. Computer Software and Computer Repair Excepted:** Because it is proprietary and vendor specific, computer software is exempt from the requirements of this policy, and alternative purchasing procedures may be used. Computer repair involving the process of replacing damaged, broken, or worn out parts or the replacement of hardware in and of itself is also exempt. The purchase of new hardware is not exempt and shall follow the provisions of UMC 2.48.080.
  
- C. Sole Source Procurement:** Commodities and services, which can be obtained from only one vendor are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area, or a certain product that has been proven to be the only product acceptable. All sole source purchases shall be supported by written documentation signed by the appropriate department head and forwarded to the Finance Division. The Finance Manager or designee will make the final determination that an item is a valid sole source purchase (UMC 2.48.080).
  
- D. Competitive Bidding Completed by Another Agency:** Prices quoted through a competitive bidding process by another public agency, including pricing from the California Multiple Award Schedule where the price to the City is equal to or better than the price to the public agency that completed the competitive bid process, may be used for purchasing supplies, vehicles, equipment, and services for use in the City, or may be used as one of the three required bids for competitive purchasing (UMC 2.48.080).
  
- E. Failure of the Successful Bidder to Execute the Contract:** Failure to execute a contract and file acceptable documents as conditioned by the City, the City Council may award the contract to the next lowest bidder.
  
- F. Bid Requirements Waived in Local Emergency:** The City Manager may waive formal and informal purchasing requirements in the event a local emergency has been declared. Purchasing requirements may remain waived until the City Council has declared the emergency is over (UMC 2.48.060).
  
- G. Authority to Waive any Step of Selection Process:** When the City Manager determines that it is in the best interest of the City to shorten the selection process in order to begin work immediately on the City's project or retain a consultant who is already familiar with the City's project, the City Manager has the authority to waive any step of the selection process. In the event the City Manager determines that it is necessary to omit any phase of the selection process, the City Manager shall notify the City Council or Finance of such action. A written statement of the City Manager's determination shall be retained in the project file. (UMC 2.48.080)

## 8. PAYMENT METHODS AND DOCUMENTATION

The City uses multiple methods to pay for services, supplies, or equipment: the Purchase Order, Demand, Cal Card and Petty Cash. To ensure that terms and conditions of all purchases are met by the vendor, payment will not be made until the services and/or supplies are received as ordered, an invoice is presented by the vendor, and the responsible employee has accepted delivery of the goods. The receiving department needs to forward the invoice, stamped and signed for payment, along with copies of all receiving documents to Finance. The receiving documents, such as a packing list, need to be signed and dated by the receiver.

**A. Demand:** A demand may be used when the vendor does not require a purchase order. **(Exhibit B)**

Completed demand payment requests will be processed by Finance staff in accordance with the scheduled accounts payable dates.

**B. Purchase Order:** A purchase order encumbers funds until actual payment is made. The purchase order identifies the selected vendor, the services or supplies to be purchased, and the terms and conditions (price, delivery date, and payment schedule) of the purchase.

The purchase order should be complete as to the quantity, unit, description, price (including sales tax, shipping, handling, and other related costs), and account number. After required department approvals have been obtained on the requisition, the originating department shall forward the completed requisition, including all required bid documentation, to the Purchasing Official. Bid documents shall include the actual request for proposals or request for quotes, all proposals submitted and/or the applicable contract form. The complete purchase order/requisition and bid packet shall be sent to the Purchasing Official who will review for completeness. Upon approval from Finance, the Purchasing Official will return the purchase order to the ordering department, who then retains a copy. The ordering department will inform the vendor that the purchase order number is required to be on all invoice(s) and packing lists. The Purchasing Official will mail the original purchase order to the vendor.

When the goods and the vendor's invoice are received, the ordering department is required to date stamp the invoice and prepare a demand for payment. If only one payment is to be made to the vendor, the ordering department stamps the invoice, attaches copies of all receiving documents and forwards all to Accounts Payable.

If a purchase order has been partially filled, the ordering department may approve and process a partial payment by supplying the invoice and copies of receiving documents to Accounts Payable. The ordering department shall maintain all records of partial payment requests to ensure that the purchase order limit is not exceeded. Final payments are processed by submitting a final invoice and supporting receiving documents to Accounts Payable.

In the event an invoiced amount exceeds ten (10) percent of the original purchase order, a purchase order increase/decrease form and an explanation shall be attached with all necessary approvals. **(Exhibit C)**

**C. Blanket Purchase Orders:** The use of Blanket Purchase Orders should be kept to a minimum and only used when other purchasing methods will not meet the City of Upland's needs.

If used at the beginning of the fiscal year, Departments make arrangements with certain vendors to have open accounts. Although billing arrangements have been made with these vendors, price quotations and competitive bids should be obtained annually prior to the Blanket Purchase Order being issued. The Purchasing Official will need an appropriate requisition completed and all quotes and competitive bid backup documents prior to a Purchase Order being issued. Blanket Purchase Orders follow the same purchasing rules and authority levels as any other Purchase Order (UMC 2.48.060).

- D. Equipment Purchases:** In accordance with Capital Asset Reporting, single items valued at greater than \$5,000 (buildings, machinery, equipment, office furniture, and vehicles) shall be reported as a capital asset acquisition.