CITY OF HIGHLAND
JOINT MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY AGENDA

City Hall Donahue Council Chambers
27215 Base Line, Highland

REGULAR CITY COUNCIL MEETING
AND SPECIAL HOUSING AUTHORITY MEETING
TUESDAY, MAY 9, 2023
6:00 p.m.

CITY COUNCIL/HOUSING AUTHORITY MEMBERS

Larry McCallon, Mayor/Housing Authority Chair
Penny Lilburn, Mayor Pro Tem/Housing Authority Vice Chair
Jesse Chavez-Cordova, Council Member/Housing Authority Member
Anaeli Solano, Council Member/Housing Authority Member
John P. Timmer, Council Member/Housing Authority Member

STAFF

Joseph A. Hughes - City Manager
Chuck Dantuono - Director of Administrative Services/City Treasurer
Betty Hughes - City Clerk
Lawrence Mainez - Community Development Director
Carlos Zamano - Public Works Director/City Engineer
Maricela Marroquin - City Attorney

MISSION STATEMENT

Highland is dedicated to the betterment of the individual, the family, the neighborhood and the community. The City Council and the staff of Highland are dedicated to providing the quality of public facilities and services that its citizens are willing to fund and will do so as efficiently as possible.

Visit the City's Website at: www.cityofhighland.org

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance, please contact the City Clerk's office at (909) 864-6861, ext. 226, at least 72 hours prior to the meeting for any requests for reasonable accommodation to include interpreters.

Pursuant to Government Code Section 54957.5, any disclosable public records related to an open session item on a regular meeting agenda and distributed by the City of Highland to all or a majority of the City Council less than 72 hours prior to that meeting are available for public inspection at City Hall, 27215 Base Line, Highland, CA 92346, during normal business hours.

Submission of Public Comments: For those wishing to make public comments by email to be read aloud at the meeting, please submit your comments by 5:00 p.m. on May 9, 2023, to the City Clerk at publiccomment@cityofhighland.org. If you are submitting a public comment pertaining to an item on the May 9, 2023 agenda, please identify the agenda item number in the subject line.

For those wishing to make a public comment regarding a public hearing item (City Council Agenda Nos. 16 & 17 and/or City Council/Housing Authority No. 1), please identify the agenda item in the subject line. Comments can be submitted any time prior to the meeting, as well as during the meeting up until the close of the public hearing on the corresponding item to be considered part of the record. Please email your comments to publiccomment@cityofhighland.org. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting.

Members of the public will be permitted to make public comments in person.

AGENDA

CALL TO ORDER – CITY COUNCIL

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT FROM CLOSED SESSION

SPECIAL PRESENTATIONS

Proclamation
National Public Works Week
Salvation Army – 136 Years of Service

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

To address the City Council, please complete a speaker form located at the entrance and give it to the City Clerk prior to the beginning of the meeting. Your name will be called when it is your turn to speak. State Law prohibits the City Council from taking action on any item not on the agenda. Individual speakers are limited to three minutes each.

Comments received via email by May 9, 2023, 5:00 p.m., will be read into the record, provided that the reading shall not exceed three (3) minutes. Email comments submitted by a speaker that also appears in person to address the same matter will not be read into the record.

CITY COUNCIL CONSENT CALENDAR

1. Waive the Reading of All Ordinances
   RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.

2. Minutes – April 11, 2023 City Council Regular Meeting
   RECOMMENDATION: Approve the Minutes as submitted.

3. Warrant Register
   RECOMMENDATION: Approve Warrant Register No. 753 for May 9, 2023, in the amount of $5,539,409.28 and Payroll of $218,015.07.

4. Treasurer's Report for March 2023
   RECOMMENDATION: That the City Council receive and file Treasurer's Report for March 2023.

5. Claim Consideration – Page Thompson
   RECOMMENDATION: George Hills Company recommends Council reject claim.

6. Claim Consideration – David Vega
   RECOMMENDATION: George Hills Company recommends Council reject claim.

7. Claim Consideration – Allen Mealey
   RECOMMENDATION: George Hills Company recommends Council reject claim.

8. Records Destruction Authorization
   RECOMMENDATION: That the City Council approve the destruction of certain records.

9. Declare One (1) Seat Vacant on the Historic and Cultural Preservation Board
RECOMMENDATION: That the City Council:
1) Declare one (1) seat vacant on the Historic and Cultural Preservation Board; and
2) Direct the City Clerk to advertise the vacancies on the Historic and Cultural Preservation Board.

10. Contract Streetlight Maintenance Renewal – "Energy Services Agreement"
RECOMMENDATION: That the City Council:
1) Extend the Energy Services Agreement with Yunex LLC (formerly Siemens Industry, Inc.) for one-year; and
2) Approve a 0.5% increase to the contract unit prices.

11. Contract Renewal – 2021-01 "Tree Trimming and Arborist Service Agreement"
RECOMMENDATION: That the City Council extend the Tree Trimming and Arborist Service Agreement with West Coast Arborists, Inc. (Contractor) for one-year.

12. Street and Drainage Maintenance District 96-1 – Annual Report (Fiscal Year 2023/24)
RECOMMENDATION: That the City Council:
1) Adopt Resolution No. 2023-_____ giving preliminary approval of the Annual Report; and
2) Adopt Resolution No. 2023-_____ setting June 13, 2023, as the date of the protest hearing.

13. Consolidated Landscape and Lighting District 96-1 – Annual Report (Fiscal Year 2023/24)
RECOMMENDATION: That the City Council:
1) Adopt Resolution No. 2023-_____ giving preliminary approval of the Annual Report; and
2) Adopt Resolution No. 2023-_____ setting June 13, 2023, as the date of the protest hearing.

14. Sheriff's Department Schedule A Amendment for Fiscal Year 2023-2024 and Amendment No. 2 to the Reimbursement Agreement between the City of Highland and East Valley Water District for Law Enforcement Services for Fiscal Year 2023-2024
RECOMMENDATION: That the City Council:
1) Authorize the Mayor to execute the amended Schedule A contract (FY 2023-2024) for Law Enforcement Services with the San Bernardino County Sheriff's Department; and
2) Approve Amendment No. 2 to the Reimbursement Agreement between the City of Highland and East Valley Water District for Law Enforcement Services (FY 2023-2024).

15. A Special Event Permit (SEP 23-002) by Immanuel Baptist Church for a 4th of July Community Event and Request for Co-sponsorship

RECOMMENDATION: That the City Council consider the following items:

1) Approve the Special Event Permit 23-002 subject to the conditions of approval; and
2) Approve a request by Immanuel Baptist Church for co-sponsorship and waiving of City police and fire permit fees in the amount of approximately $11,879.68.

CITY COUNCIL PUBLIC HEARING

The order of business for Public Hearings shall be:

1) Mayor opens Public Hearing;
2) Staff presentation;
3) Applicant/Representative presentation;
4) Speakers in favor of proposal;
5) Speakers in opposition to proposal;
6) Applicant rebuttal;
7) Mayor closes Public Hearing;
8) Council discussion, motion and vote.

ONCE THE PUBLIC HEARING IS CLOSED NO FURTHER TESTIMONY IS TAKEN.

For those wishing to make a public comment regarding a public hearing item (Nos. 16 and 17), please identify the agenda item in the subject line. Comments can be submitted any time prior to the meeting, as well as during the meeting up until the close of the public hearing on the corresponding item to be considered as part of the record. Please email your comments to publiccomment@cityofhighland.org. The City Clerk shall read all email comments provided that the reading shall not exceed three (3) minutes because this is the time limit for speakers at a Council Meeting.

16. General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to Change the Land Use and Zoning Designation of Seven (7) Parcels from Industrial (I) to Business Park (BP). Related Entitlements include Conditional Use Permit (CUP 22-008) for the Development of a Vehicle Fueling Station, Convenience Store, and Carwash, Tentative Parcel Map No. 19209 (TPM 22-006) to Merge the Seven (7) Existing Parcels into One (1), Design Review Application (DRA 21-019) for a Site Plan, Conceptual Landscape Plan, and Grading Plan, and Mitigated Negative Declaration (ENV 23-002).

RECOMMENDATION: The Planning Commission recommends the City Council:

1. Adopt Resolution No. 2023-_____ certifying the Mitigated Negative Declaration (ENV 23-002), and direct Staff to file a Notice of Determination with the County Clerk of the Board;

2. Adopt Resolution No. 2023-_____ approving General Plan Amendment (GPA 22-001) to change the land use of the site from Industrial (I) to Business Park (BP), subject to the Findings of Fact;
3. Introduce Ordinance No._____ approving Zone Change (ZC 22-001) to change the zoning designation of the site from Industrial (I) to Business Park (BP), subject to the Findings of Fact;
4. Adopt Resolution No. 2023-_____ approving Conditional Use Permit (CUP 22-008) for the development of a vehicle fueling station, convenience store, and carwash, subject to the Conditions of Approval and the Findings of Fact;
5. Adopt Resolution No. 2023-_____ approving Design Review Application (DRA 21-019) for the project's Site Plan, Grading Plan and Conceptual Landscape Plan, subject to the Conditions of Approval and the Findings of Fact; and
6. Adopt Resolution No. 2023-_____ approving Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) existing parcels into one (1), subject to the Conditions of Approval and the Findings of Fact.

17. Resolution No. 2023-_____ Fixing the Highland Paramedic Special Tax Rate for Fiscal Year 2023-2024
RECOMMENDATION: That the City Council adopt Resolution No. 2023-_____ fixing the Highland Paramedic Special Tax rate for Fiscal Year 2023-2024.

CITY COUNCIL LEGISLATIVE

18. City Manager Report and Comments (Work Program, Regional/Legislative/ Development Issues, Subcommittees, etc.)
RECOMMENDATION: Discussion and possible action.

19. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)
RECOMMENDATION: Discussion and possible action.

ANNOUNCEMENTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (d)(3):
One case.

ADJOURN CITY COUNCIL MEETING

CALL TO ORDER – CITY COUNCIL AND HOUSING AUTHORITY MEETING

ROLL CALL

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

To address the City Council and Housing Authority, please complete a speaker form located at the entrance and give it to the City Clerk prior to the beginning of the meeting. Your name will be called when it is your turn to speak. State Law prohibits the City Council and Housing Authority from taking action on any item not on the agenda. Individual speakers are limited to three minutes each.

Comments received via email by May 9, 2023, 5:00 p.m., will be read into the record, provided that the reading shall not exceed three (3) minutes. Email comments submitted by a speaker that also appears in person to address the same matter will not be read into the record.

CITY COUNCIL AND HOUSING AUTHORITY PUBLIC HEARING

The order of business for Public Hearings shall be:

1) Chair opens Public Hearing;
2) Staff presentation;
3) Applicant/Representative presentation;
4) Speakers in favor of proposal;
5) Speakers in opposition to proposal;
6) Applicant rebuttal;
7) Chair closes Public Hearing;
8) Housing Authority discussion, motion and vote.

ONCE THE PUBLIC HEARING IS CLOSED NO FURTHER TESTIMONY IS TAKEN.

For those wishing to make a public comment regarding a public hearing item (No. 1), please identify the agenda item in the subject line. Comments can be submitted any time prior to the meeting, as well as during the meeting up until the close of the public hearing on the corresponding item to be considered as part of the record. Please email your comments to publiccomment@cityofhighland.org. The City Clerk shall read all email comments provided that the reading shall not exceed three (3) minutes because this is the time limit for speakers at a Council Meeting.

1. Disposition and Development / Affordable Housing Agreement and Ground Lease with Wakeland Highland LP for the Development of a Ninety (90) Unit Affordable Senior Household Rental Housing Project (Inclusive of One Manager's Unit).
RECOMMENDATION: Staff recommends the City of Highland City Council and Highland Housing Authority consider the following actions:
   1. Adopt Housing Authority Resolution No. HA2023-_____, approving entering into a Disposition and Development/Affordable Housing Agreement and Ground Lease with Wakeland Highland LP, and Authorizing the Disbursement of $4,577,450.00 to Wakeland Highland, LP upon the conditions of closing being satisfied;
   2. Adopt City of Highland Resolution No. 2023-_____, approving entering into a Disposition and Development / Affordable Housing Agreement, and Density Bonus Agreement with Wakeland Highland LP, and Authorizing the Disbursement of $1,213,950 to the Housing Authority; and
   3. Direct Staff to file a Notice of Exemption with the County Clerk of the Board.

ADJOURN JOINT CITY COUNCIL AND HOUSING AUTHORITY MEETING

Regular Meetings

Effective March 1, 2022, pursuant to Resolution No. 2022-001, the regular City Council meetings will be held once a month on the second Tuesday of each month.

2023
June 13; July 11; August 8; September 12; October 10; November 14; December 12

I, Betty Hughes, City Clerk, certify I caused to be posted this Agenda on or before May 4, 2023, by 5:30 p.m., on our website at www.cityofhighland.org and in the following designated areas:

Highland Branch Library	Fire Station No. 1	City Hall
7863 Central Avenue	26974 Base Line	27215 Base Line

Date: May 4, 2023

Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Waive the Reading of All Ordinances

RECOMMENDATION: Waive the reading of all Ordinances in their entirety and read by title only.

Approved _____	Motion _____	Second _____	Agenda Item No. 1
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Minutes – April 11, 2023 Regular Meeting

RECOMMENDATION: Approve the minutes as submitted.

Approved _____ Motion _____ Second _____ Agenda Item No. 2

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes
City Clerk

City Manager

MINUTES
CITY COUNCIL REGULAR MEETING
APRIL 11, 2023

CALL TO ORDER

The regular meeting of the City Council of the City of Highland was called to order at 6:00 p.m. by Mayor McCallon at the Donahue Council Chambers, 27215 Base Line, Highland, California.

The invocation was given by Pastor Josue Zapata, Center Point Church, and the Pledge of Allegiance was led by Mayor McCallon.

ROLL CALL

Present: Chavez-Cordova, McCallon, Solano, Timmer
Absent: Lilburn

REPORT FROM CLOSED SESSION

None

SPECIAL PRESENTATIONS

Mayor McCallon presented a Proclamation proclaiming April 28, 2023 as Arbor Day.

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA)

Pinky Galvan spoke regarding safety concerns along the neighborhood of Hillview Street.

CITY COUNCIL CONSENT CALENDAR

A MOTION was made by Council Member Chavez-Cordova, seconded by Council Member Solano, to approve the consent calendar as submitted with Council Member Timmer abstaining from Items #2 and #3. Motion carried on a roll call vote, 4-0, with Mayor Pro Tem Lilburn being absent.

1. Waive the Reading of All Ordinances
   Waived the reading of all Ordinances in their entirety and read by title only.

2. Minutes – March 14, 2023 City Council Special Meeting
   Approved the Minutes as submitted.

3. Minutes – March 14, 2023 City Council Regular Meeting
   Approved the Minutes as submitted.

4. Warrant Register
Approved Warrant Register No. 752 for April 11, 2023, in the amount of $4,426,536.33 and Payroll of $209,928.44.

5. Treasurer's Report for February 2023
Received and filed Treasurer's Report for February 2023.

6. Claim Consideration – Jeffrey Acker
Rejected claim.

7. Claim Consideration – Francisca Montoya
Rejected claim.

8. Claim Consideration – Doug Betten
Rejected claim.

9. Claim Consideration – Kevin Shew
Rejected claim.

10. Records Destruction Authorization
Approved the destruction of certain records.

11. Notice of Completion – Bid No. 2022-03, "Highland City Hall HVAC Rooftop Package Unit Replacement Project"
    1) Accepted Bid No. 2022-03, "Highland City Hall HVAC Rooftop Package Unit Replacement Project" as complete;
    2) Authorized the Mayor to sign the Notice of Completion; and
    3) Directed the City Clerk to file the Notice of Completion.

12. Notice of Completion – Bid No. 2022-12, "FY 2021-22 CDBG Pavement Improvement Project for Cunningham Street (Project ola20002) and FY 2022-23 CDBG Pavement Improvement Project for McKinley Avenue (Project ola22001)"
    1) Accepted Bid No. 2022-12, "FY 2021-22 CDBG Pavement Improvement Project for Cunningham Street (Project ola20002) and FY 2022-23 CDBG Pavement Improvement Project for McKinley Avenue (Project ola22001)" as complete;
    2) Authorized the Mayor to sign the Notice of Completion; and
    3) Directed the City Clerk to file the Notice of Completion.

13. Declare Three (3) Seats Vacant on the Planning Commission
    1) Declared three (3) seats vacant on the Planning Commission; and
    2) Directed the City Clerk to advertise the vacancies on the Planning Commission.

14. Review of the City's 2022 General Plan Implementation Annual Report in Accordance with Government Code Section 65400 and 65588
Received and filed the 2022 General Plan Annual Report.

CITY COUNCIL PUBLIC HEARING

No public hearing.

CITY COUNCIL LEGISLATIVE

15. Contract with San Bernardino County for Animal Control Services for FY 2023/2024 (Amendment No. 9)

Community Development Director Mainez gave a brief review of the staff report.

A MOTION was made by Council Member Solano, seconded by Council Member Chavez-Cordova, to approve the contract with San Bernardino County for Animal Care and Control Services for FY 2023/24 in the amount of $490,531.00 and authorize the Mayor to sign the contract. Motion carried, 4-0, with Mayor Pro Tem Lilburn being absent.

16. Provide Comments on the Airport Gateway Specific Plan (AGSP) Draft Program Environmental Impact Report (Draft PEIR)

Assistant Community Development Director Stater gave a brief review of the staff report.

Daniel Jivandee spoke about concerns with the item.

Martha Romero spoke about concerns with the item.

Silver Montero spoke about concerns with the item.

Albert Flores spoke about concerns with the item.

Joel Sanchez spoke about concerns with the item.

A MOTION was made by Council Member Timmer, seconded by Council Member Solano, to review the Draft PEIR and direct staff to provide those comments to the Inland Valley Development Agency (IVDA), the Lead Agency for the project within the commenting period. Motion carried, 4-0, with Mayor Pro Tem Lilburn being absent.

17. Contract Award – Bid No. 2023-01, "Highland Community Park Perimeter Fence and Gates Project"

Public Works Manager Richardson gave a brief review of the staff report.

A MOTION was made by Council Member Solano, seconded by Council Member Chavez-Cordova, to:

1) Award the contract for Bid No. 2023-01, "Highland Community Park Perimeter Fence and Gates Project" to the responsive low bidder, EverFence Corporation, for Bid Schedule A (Wrought Iron), including bid options 1, 2 and 3 in the amount of $218,129.00; and
2) Approve the following budget adjustments: Transfer $6,090 from 023-2100 (General Capital Financing Fund-Fund Balance) to be expended from 023-3890-6020 and $212,043 to be received in 027-8490-9210 and be expended from 027-8490-6020 for a total budget adjustment of $218,135. Motion carried, 4-0, with Mayor Pro Tem Lilburn being absent.

18. Contract Award – Bid No. 2023-02, "Emmerton Lane Trail Restoration and Improvement Project"

Public Works Manager Richardson gave a brief review of the staff report.

Fred Yauger spoke in favor of the item.

A MOTION was made by Council Member Chavez-Cordova, seconded by Council Member Timmer, to:
1) Award the construction contract for Bid No. 2023-02, "Emmerton Lane Trail Restoration and Improvement Project" to the responsive low bidder, Komex Construction, in the amount of $139,700.00; and
2) Approve the following budget adjustments: Transfer $139,700 from 023-2100 (General Capital Financing Fund-Fund Balance) to be expended from 023-3890-6020 (Land Improvements). Motion carried, 4-0, with Mayor Pro Tem Lilburn being absent.

19. City Manager Report and Comments (Work Program, Regional/Legislative/ Development Issues, Subcommittees, etc.)

City Manager Hughes stated construction on the pavement rehabilitation project along Pacific Street has begun. The start date was after the Citrus Harvest Festival. This is a joint project with the City of San Bernardino, the City of Highland is acting as the lead agency, the construction cost is $1.6 million. Matich Corporation has completed 50% of the re-construction of curb, gutters and ramps within the past two weeks. The contractor is expected to complete the remaining concrete work and pavement repairs in the next few weeks. The completion date for this project is June 2023.

This week, the Redlands Bike Classic will be here in Highland. Tomorrow will be the Highland stage, beginning with the women's race at 8:45 a.m. and the men's race will follow at 11:00 a.m. The race will commence at San Manuel Village and circle through Base Line and Church Street.

The 5-Year Capital Improvement Program (CIP) has been completed by staff; it will be going before the Finance/Personnel Subcommittee on April 19 at 10:00 a.m.

A City Council budget session will also be held on May 16 at 10:00 a.m. The budget public hearing will be held on June 13.

The City has started an online portal for various City activities. Residents can submit for a yard sale permit and report an issue. We are now adding an additional service to submit for business license applications online, this will be going live later this month.

On March 21, the Planning Commission reviewed and recommended to the City Council plans for a new vehicle fueling station at the northeast corner of Palm Avenue and 5th Street. It will include standard passenger car, diesel, and truck fueling stations, electric vehicle charging stations, a car wash and a convenience market. The project will be presented to the City Council in May and does not require a zone change or a general plan amendment.

Regarding Volunteer Services, we honor Public Safety Appreciation Week from April 18 through April 21. On April 18, it will be held at the Highland Police Station, on April 19 it will be at Fire Station #1, April 20 at Fire Station #2 and April 21 at Fire Station #3. Arbor Day tree planting will be here at City Hall on Thursday, April 27 at 9:00 a.m. There will be a Highland Improvement Team (HIT) cleanup on Saturday, May 6. A blood drive will be held Monday, May 22.

Police statistics are not available for this report, they are still having computer issues.

20. Council Member Comments (Agency/Committee/AB 1234 Reports, District Updates, etc.)

None

ANNOUNCEMENTS

None

CLOSED SESSION

None

ADJOURN

There being no further business, Mayor McCallon adjourned the meeting at 7:05 p.m. in memory of Rebecca Rundquist and Darlene Novella Littleton.

Submitted By:

Approved By:

Betty Hughes, MMC
City Clerk

Larry McCallon
Mayor

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer CD

PREPARED BY: Leticia Nava-Cruz, Assistant Director of Administrative Services LNC

SUBJECT: Warrant Register #753

RECOMMENDATION: City Council to approve Warrant Register #753; Warrants in the amount of $5,539,409.28 and Payroll in the amount of $218,015.07.

FISCAL IMPACT: The total of Cash and Expenditures is $5,757,424.35.

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: See Printouts Attached.

Approved _____	Motion _____	Second _____	Agenda Item No. 3
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		
_____		_____	
City Clerk		City Manager	

CITY OF HIGHLAND

WARRANT REGISTER #753

May 9, 2023

Warrants:

4/7/2023	Payroll Wire #782-785 & Ck #86986-86987	64,921.69
4/11/2023	Ck#86988-87048	273,474.72
4/18/2023	Ck#87049-87073	169,155.99
4/21/2023	Payroll Wire #786-789 & Ck #87074-87075	65,301.66
4/25/2023	Ck#87076-87115	3,324,515.72
4/25/2023	Ck#87116	1,498,867.01
5/2/2023	Ck#87117-87147 & Wire#1002357029	143,172.49
	Total Warrants	$5,539,409.28

Payroll:

4/7/2023	Direct Deposits #12753-12793	108,414.22
4/7/2023	Ck #689	283.81
4/21/2023	Direct Deposits #12794-12834	109,033.23
4/21/2023	Ck #690	283.81
	Total Payroll	$ 218,015.07

Total Warrants & Payroll **$5,757,424.35**

APPROVED BY:

Larry McCallon
Finance Subcommittee

Joseph A. Hughes
City Manager

John Timmer
Finance Subcommittee

Chuck Dantuono
Director of Administrative
Services/City Treasurer

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
782	4/7/2023	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment 001.1170	10,447.55
			ICMA DEFERRED COMP 457: Payment 004.1170	1,140.88
			ICMA DEFERRED COMP 457: Payment 010.1170	939.88
			ICMA DEFERRED COMP 457: Payment 012.1170	12.51
			ICMA DEFERRED COMP 457: Payment 016.1170	12.51
			ICMA DEFERRED COMP 457: Payment 023.1170	76.33
			ICMA DEFERRED COMP 457: Payment 041.1170	362.04
			ICMA DEFERRED COMP 457: Payment 042.1170	1.50
			ICMA DEFERRED COMP 457: Payment 070.1170	309.11
			Total :	**13,302.31**
783	4/7/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			PERS SURVIVOR: Payment 041.1145	0.32
			PERS SURVIVOR: Payment 042.1145	1.76
			PERS SURVIVOR: Payment 070.1145	0.71
			EPMC: Payment 001.1145	529.77
			EPMC: Payment 004.1145	131.01
			EPMC: Payment 006.1145	20.79
			EPMC: Payment 010.1145	46.39

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
783	4/7/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment 012.1145	2.49
			EPMC: Payment 016.1145	2.49
			EPMC: Payment 023.1145	6.96
			EPMC: Payment 024.1145	0.60
			EPMC: Payment 041.1145	33.19
			EPMC: Payment 042.1145	12.11
			EPMC: Payment 070.1145	57.45
			PERS: Payment 001.1145	14,272.52
			PERS: Payment 004.1145	2,849.81
			PERS: Payment 006.1145	591.03
			PERS: Payment 010.1145	1,001.27
			PERS: Payment 012.1145	186.32
			PERS: Payment 016.1145	186.32
			PERS: Payment 023.1145	223.05
			PERS: Payment 024.1145	20.50
			PERS: Payment 041.1145	474.10
			PERS: Payment 042.1145	740.83
			PERS: Payment 070.1145	821.06

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
783	4/7/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS SURVIVOR: Payment	
			001.1145	23.35
			PERS SURVIVOR: Payment	
			004.1145	4.62
			PERS SURVIVOR: Payment	
			006.1145	0.92
			PERS SURVIVOR: Payment	
			010.1145	1.11
			PERS SURVIVOR: Payment	
			012.1145	0.56
			PERS SURVIVOR: Payment	
			016.1145	0.56
			PERS SURVIVOR: Payment	
			023.1145	0.44
			PERS SURVIVOR: Payment	
			024.1145	0.06
			Total :	**22,244.47**
784	4/7/2023	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			FEDERAL TAXES: Payment	
			001.1120	11,848.49
			FEDERAL TAXES: Payment	
			004.1120	2,080.11
			FEDERAL TAXES: Payment	
			006.1120	564.96
			FEDERAL TAXES: Payment	
			010.1120	765.47
			FEDERAL TAXES: Payment	
			012.1120	115.16
			FEDERAL TAXES: Payment	
			016.1120	115.16
			FEDERAL TAXES: Payment	
			023.1120	120.61
			FEDERAL TAXES: Payment	
			024.1120	14.32
			FEDERAL TAXES: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
784	4/7/2023	000119 INTERNAL REVENUE SERVICE	(Continued)	
			041.1120 FEDERAL TAXES: Payment	424.22
			042.1120 FEDERAL TAXES: Payment	431.18
			070.1120 SOCIAL SECURITY: Payment	673.92
			001.1140 MEDICARE: Payment	616.72
			001.1140 MEDICARE: Payment	3,064.02
			004.1140 MEDICARE: Payment	556.80
			006.1140 MEDICARE: Payment	117.98
			010.1140 MEDICARE: Payment	178.70
			012.1140 MEDICARE: Payment	50.36
			016.1140 MEDICARE: Payment	50.36
			023.1140 MEDICARE: Payment	48.30
			024.1140 MEDICARE: Payment	4.70
			041.1140 MEDICARE: Payment	80.08
			042.1140 MEDICARE: Payment	157.78
			070.1140	140.80
			Total :	**22,220.20**
785	4/7/2023	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			001.1130 STATE TAXES: Payment	4,609.44
			004.1130	800.55

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
785	4/7/2023	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment 006.1130	219.64
			STATE TAXES: Payment 010.1130	300.42
			STATE TAXES: Payment 012.1130	44.74
			STATE TAXES: Payment 016.1130	44.74
			STATE TAXES: Payment 023.1130	49.82
			STATE TAXES: Payment 024.1130	5.12
			STATE TAXES: Payment 041.1130	171.83
			STATE TAXES: Payment 042.1130	114.80
			STATE TAXES: Payment 070.1130	258.11
			Total :	**6,619.21**
86986	4/7/2023	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC ACCIDENT INSURANCE: Payment 001.1181	98.24
			AFLAC ACCIDENT INSURANCE: Payment 004.1181	13.98
			AFLAC ACCIDENT INSURANCE: Payment 012.1181	3.57
			AFLAC ACCIDENT INSURANCE: Payment 016.1181	3.56
			AFLAC ACCIDENT INSURANCE: Payment 023.1181	5.81
			AFLAC ACCIDENT INSURANCE: Payment 024.1181	0.26
			AFLAC ACCIDENT INSURANCE: Payment 042.1181	4.18
			AFLAC DISABILITY INSURANCE: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
86986	4/7/2023	003804 AFLAC WWHQ	(Continued)	
			001.1181 AFLAC DISABILITY INSURANCE: Payment	128.16
			004.1181 AFLAC DISABILITY INSURANCE: Payment	24.69
			012.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			016.1181 AFLAC DISABILITY INSURANCE: Payment	6.30
			024.1181 AFLAC HOSPITAL INSURANCE: Payment	0.51
			001.1181 AFLAC HOSPITAL INSURANCE: Payment	157.65
			012.1181 AFLAC HOSPITAL INSURANCE: Payment	6.71
			016.1181 AFLAC HOSPITAL INSURANCE: Payment	6.70
			023.1181 AFLAC HOSPITAL INSURANCE: Payment	12.31
			042.1181 AFLAC DENTAL: Payment	4.97
			001.1181 AFLAC DENTAL: Payment	27.90
			004.1181 AFLAC DENTAL: Payment	0.56
			041.1181 AFLAC DENTAL: Payment	1.67
			070.1181 AFLAC SPECIFIED HEALTH INS: Payment	0.53
			001.1181 AFLAC SPECIFIED HEALTH INS: Payment	2.96
			012.1181 AFLAC SPECIFIED HEALTH INS: Payment	1.49
			016.1181	1.49
			Total :	**520.50**
86987	4/7/2023	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
86987	4/7/2023	000433 ARROWHEAD UNITED WAY	(Continued)	
			ARROWHEAD UNITED WAY: Payment 001.1180	11.27
			ARROWHEAD UNITED WAY: Payment 004.1180	0.77
			ARROWHEAD UNITED WAY: Payment 041.1180	2.27
			ARROWHEAD UNITED WAY: Payment 070.1180	0.69
			Total :	**15.00**
6 Vouchers for bank code :		wfb	**Bank total :**	**64,921.69**
6 Vouchers in this report			**Total vouchers :**	**64,921.69**

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
86988	4/11/2023	004206 #1 SON PLUMBING	STR18001-CON.NP- WATER LEAK REPAIRS AT 2		
			STR18001 CON RDA07 WATER LEAK REPAIRS		
			010.3830.6550		961.66
			STR18001 IVDA WATER LEAK REPAIRS 27213		
			027.8490.6550		961.67
			STR18001 SMBMI WATER LEAK REPAIRS 27213		
			027.8490.6550		961.67
				Total :	**2,885.00**
86989	4/11/2023	005737 AGA ENGINEERS, INC.	SIG21-001 PE HSIP-FEB		
			SIG21-001 PE HSIP-FEB		
			030.8495.6550		6,285.32
			ON CALL TRAFFIC MONIT-FEB		
			ON CALL TRAFFIC MONIT-FEB		
			020.8440.4550		2,175.00
			TRAFFIC SYSTEM MONIT - FEB		
			TRAFFIC SYSTEM MONIT - FEB		
			020.8440.4550		3,200.00
				Total :	**11,660.32**
86990	4/11/2023	005771 AMAZON CAPITAL SERVICES	RETURN WEB CAM & CABLES		
			RETURN WEB CAM & CABLES		
			001.2000.4206		-161.34
			WEB CAMERA & EXTENSION CABLE		
			WEB CAMERA & EXTENSION CABLE		
			001.2000.4206		161.34
			OFFICE SUPPLIES		
			BOSTITCH STAPLER		
			001.1200.4200		24.76
				Total :	**24.76**
86991	4/11/2023	003572 APPLE VALLEY COMMUNICATIONS	CITY HALL: KEYPAD FOR HALLWAY DOOR OFF C		
			CITY HALL: KEYPAD FOR HALLWAY DOOR OFF		
			042.9510.4070		561.75
				Total :	**561.75**
86992	4/11/2023	000774 ARROWHEAD CREDIT UNION-DEPT 91	ZOOM MEETINGS		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
86992	4/11/2023	000774 ARROWHEAD CREDIT UNION-DEPT 91	(Continued)		
			ZOOM MEETINGS		
			042.9510.4310		110.00
			CHF EVENT INSURANCE		
			CHF EVENT INSURANCE		
			051.1471		1,736.00
			FLAG CASE		
			FLAG CASE		
			001.1000.4200		48.93
			CHF PLAQUES		
			CHF PLAQUES		
			051.1471		143.51
				Total :	**2,038.44**
86993	4/11/2023	000774 ARROWHEAD CREDIT UNION-DEPT 91	CHF: PEACH JAR FLYER DISTRIBUTION		
			CHF: PEACH JAR FLYER DISTRIBUTION		
			051.1471		475.00
			CHF: HOT 103.9 RADIO STATION		
			CHF: HOT 103.9 RADIO STATION		
			051.1471		400.00
			DRI CRASH PLAN-MAR		
			DRI CRASH PLAN-MAR		
			042.9510.4208		19.98
			NATIONAL NOTARY ASSOC: A. MUNOZ		
			NATIONAL NOTARY ASSOC: A. MUNOZ		
			001.1200.4310		730.67
			CIRA MEETING-PARKING		
			CIRA MEETING: PARKING		
			041.9500.4320		42.00
			DROPBOX - NEW LICENSE #10		
			DROPBOX - NEW LICENSE #10		
			001.1200.4255		40.24
				Total :	**1,707.89**
86994	4/11/2023	000165 AT&T	POLICE DEPT-APR		
			POLICE DEPT-APR		
			001.2000.4060		2,284.41

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
86994	4/11/2023	000165 000165 AT&T	(Continued)	Total :	2,284.41
86995	4/11/2023	000165 AT&T	CORP YARD -APR CORP YARD -APR 004.8310.4060	 Total :	 1,297.68 1,297.68
86996	4/11/2023	000165 AT&T	BASELINE LITTLE LEAGUE-APR BASELINE LITTLE LEAGUE-APR 001.6000.4060	 Total :	 1,105.29 1,105.29
86997	4/11/2023	000165 AT&T	CITY HALL -APR CITY HALL -APR 042.9510.4060	 Total :	 1,105.29 1,105.29
86998	4/11/2023	000165 AT&T	CITY HALL -APR CITY HALL -APR 042.9510.4060	 Total :	 1,105.29 1,105.29
86999	4/11/2023	000165 AT&T	WHITE PAGES -APR WHITE PAGES -APR 042.9510.4060	 Total :	 17.13 17.13
87000	4/11/2023	001072 AUTO ZONE	E542 MAINTENANCE E542 MAINTENANCE 028.2050.4240 E542 MAINTENANCE 029.2100.4240	 Total :	 38.23 38.22 76.45
87001	4/11/2023	006042 CALIFORNIA PRESERVATION, FOUNDAT	CA PRESERVATION MEMBERSHIP 2023 CA PRESERVATION MEMBERSHIP 2023 001.4100.4310	 Total :	 500.00 500.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87002	4/11/2023	005324 CHARLES ABBOTT ASSOCIATES, INC	FIRE MARSHALL -FEB		
			FIRE MARSHALL -FEB		
			029.2100.4540		4,610.00
				Total :	**4,610.00**
87003	4/11/2023	006099 CHARTER COMMUNICATIONS	CITY HALL TELE/INT -APR		
			CITY HALL TELE/INT -APR		
			042.9510.4065		1,651.46
				Total :	**1,651.46**
87004	4/11/2023	006099 CHARTER COMMUNICATIONS	CORP YARD - TELE/INT SVC -MAR		
			CORP YARD - TELE/INT SVC -MAR		
			004.8310.4060		672.75
				Total :	**672.75**
87005	4/11/2023	005553 CLARK PEST CONTROL OF STOCKTON	CORP YARD PEST CONTROL		
			CORP YARD PEST CONTROL		
			004.8310.4589		80.00
			FS#2 PEST CONTROL		
			FS#2 PEST CONTROL		
			028.2050.4589		24.50
			FS#2 PEST CONTROL		
			029.2100.4589		24.50
			CORP YARD PEST CONTROL		
			CORP YARD PEST CONTROL		
			004.8310.4589		80.00
				Total :	**209.00**
87006	4/11/2023	000143 COMMUNITY WORKS DESIGN GROUP	TRA20001 DE GCF-FEB		
			TRA20001 DE GCF-FEB		
			023.3890.6816		11,048.49
			TRA20001 DE RTP-FEB		
			TRA20001 DE RTP-FEB		
			030.8495.6816		15,257.45
				Total :	**26,305.94**
87007	4/11/2023	005859 COUNTY OF SAN BERNARDINO DEPT	RADIO ACCESS-FEB		
			RADIO ACCESS-FEB		
			028.2050.4209		652.56

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87007	4/11/2023	005859 COUNTY OF SAN BERNARDINO DEPT	(Continued)		
			RADIO ACCESS-FEB		
			029.2100.4209		652.56
				Total :	**1,305.12**
87008	4/11/2023	004860 CRIME SCENE STERI-CLEAN, LLC	29149 ROCK CREST CT -BIO HAZARD CLEANUP		
			29149 ROCK CREST CT -BIO HAZARD CLEANUP		
			001.2000.4240		850.00
				Total :	**850.00**
87009	4/11/2023	000213 DAILY JOURNAL CORPORATION	CUP23-004 FIXED FEE- NEWSPAPER		
			CUP23-004 FIXED FEE- NEWSPAPER		
			001.1200.4300		229.00
				Total :	**229.00**
87010	4/11/2023	005394 DATA TICKET, INC.	PARKING CITATIONS-FEB		
			PARKING CITATIONS-FEB		
			001.1700.4516		31.24
				Total :	**31.24**
87011	4/11/2023	000085 EAST VALLEY WATER DISTRICT	BOULDER MEDIAN-MAR		
			BOULDER MEDIAN-MAR		
			004.8310.4030		64.20
			BOULDER MEDIAN-MAR		
			BOULDER MEDIAN-MAR		
			004.8310.4030		90.40
			LMD 02 - E-MAR		
			LMD 02 - E-MAR		
			012.8500.4030		267.10
			LMD 48C-MAR		
			LMD 48C-MAR		
			012.8500.4030		123.30
			LMD 48C-MAR		
			LMD 48C-MAR		
			012.8500.4030		102.02
			LMD 48-MAR		
			LMD 48-MAR		
			012.8500.4030		318.57
			LMD 48B-MAR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87011	4/11/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 48B-MAR	
			012.8500.4030	453.24
			LMD 31-MAR	
			LMD 31-MAR	
			012.8500.4030	102.52
			LMD 00 - BASELINE-MAR	
			LMD 00 - BASELINE-MAR	
			012.8500.4030	372.91
			LMD 22-MAR	
			LMD 22-MAR	
			012.8500.4030	60.60
			LMD 03 -YARNELL-MAR	
			LMD 03 -YARNELL-MAR	
			012.8500.4030	31.78
			LMD 02 - A-MAR	
			LMD 02 - A-MAR	
			012.8500.4030	51.10
			LMD 03 - BASELINE-MAR	
			LMD 03 - BASELINE-MAR	
			012.8500.4030	102.79
			LMD 20 - BASELINE-MAR	
			LMD 20 - BASELINE-MAR	
			012.8500.4030	100.88
			LMD 01 - A-MAR	
			LMD 01 - A-MAR	
			012.8500.4030	56.34
			LMD 70-MAR	
			LMD 70-MAR	
			012.8500.4030	56.34
			LMD 35-MAR	
			LMD 35-MAR	
			012.8500.4030	48.48
			LMD 06-MAR	
			LMD 06-MAR	
			012.8500.4030	45.86
			LMD 01 - B-MAR	
			LMD 01 - B-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87011	4/11/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			012.8500.4030 BEATTIE - IRRIGATION-MAR BEATTIE - IRRIGATION-MAR	56.34
			001.6000.4030 LMD 30-MAR LMD 30-MAR	683.95
			012.8500.4030 LMD 39-MAR LMD 39-MAR	233.34
			012.8500.4030 CANYON OAKS PARK-MAR CANYON OAKS PARK-MAR	219.71
			016.8540.4030 LMD 02 - B-MAR LMD 02 - B-MAR	196.34
			012.8500.4030 LMD 13-MAR LMD 13-MAR	138.70
			012.8500.4030 LMD 02 - D-MAR LMD 02 - D-MAR	130.84
			012.8500.4030 LMD 02 - C-MAR LMD 02 - C-MAR	99.40
			012.8500.4030 LMD 08-MAR LMD 08-MAR	230.90
			012.8500.4030 LMD 20 - STREATER-MAR LMD 20 - STREATER-MAR	128.22
			012.8500.4030 LMD 70 IRRIGATION-MAR LMD 70 IRRIGATION-MAR	57.98
			012.8500.4030	94.16
			Total :	**4,718.31**
87012	4/11/2023	000085 EAST VALLEY WATER DISTRICT	LMD 36-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87012	4/11/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)		
			LMD 36-MAR		
			012.8500.4030		85.16
				Total :	**85.16**
87013	4/11/2023	004418 FAILSAFE TESTING, LLC	FIRE: ANNUAL LADDER TESTING		
			FIRE: ANNUAL LADDER TESTING		
			029.2100.4242		2,668.92
				Total :	**2,668.92**
87014	4/11/2023	000266 FAIRVIEW FORD SALES INC	VEH#130: MAINTENANCE		
			VEH#130: MAINTENANCE		
			004.8310.4240		195.00
				Total :	**195.00**
87015	4/11/2023	000090 FEDEX	OVERNIGHT MAIL		
			OVERNIGHT MAIL		
			001.4600.4210		32.89
				Total :	**32.89**
87016	4/11/2023	004956 FIDELITY SECURITY	VISION -APR		
			VISION -APR		
			001.1160		135.62
			VISION -APR		
			004.1160		31.77
			VISION -APR		
			006.1160		7.61
			VISION -APR		
			010.1160		15.21
			VISION -APR		
			012.1160		5.18
			VISION -APR		
			016.1160		5.18
			VISION -APR		
			024.1160		0.41
			VISION -APR		
			041.1160		1.64
			VISION -APR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87016	4/11/2023	004956 FIDELITY SECURITY	(Continued)		
			042.1160		10.36
			VISION -APR		
			070.1160		3.59
				Total :	**216.57**
87017	4/11/2023	005018 FLYERS ENERGY, LLC	FUEL-MAR		
			FUEL-MAR		
			001.2000.4220		4,126.47
			FUEL-MAR		
			001.4200.4220		76.60
			FUEL-MAR		
			001.4600.4220		153.19
			FUEL-MAR		
			001.6000.4220		188.29
			FUEL-MAR		
			001.6010.4220		212.79
			FUEL-MAR		
			004.8310.4220		293.61
			FUEL-MAR		
			012.8500.4220		97.34
			FUEL-MAR		
			016.8540.4220		97.36
			FUEL-MAR		
			024.8470.4220		7.44
			FUEL-MAR		
			028.2050.4220		808.67
			FUEL-MAR		
			029.2100.4220		808.67
			FUEL-MAR		
			042.9510.4220		149.13
			FUEL-MAR		
			FUEL-MAR		
			001.2000.4220		3,901.43
			FUEL-MAR		
			001.4200.4220		72.42
			FUEL-MAR		
			001.4600.4220		144.84

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87017	4/11/2023	005018 FLYERS ENERGY, LLC	(Continued)	
			FUEL-MAR	
			001.6000.4220	178.03
			FUEL-MAR	
			001.6010.4220	201.19
			FUEL-MAR	
			004.8310.4220	277.60
			FUEL-MAR	
			012.8500.4220	92.03
			FUEL-MAR	
			016.8540.4220	92.05
			FUEL-MAR	
			024.8470.4220	7.03
			FUEL-MAR	
			028.2050.4220	764.57
			FUEL-MAR	
			029.2100.4220	764.57
			FUEL-MAR	
			042.9510.4220	141.00
			Total :	**13,656.32**
87018	4/11/2023	006146 FM THOMAS AIR CONDITIONING	LIBRARY: QTRLY PM	
			LIBRARY: QTRLY PM	
			001.6000.4588	2,292.00
			PD: QTRLY PM	
			PD: QTRLY PM	
			001.2000.4588	1,600.00
			YMCA: QTRLY PM	
			YMCA: QTRLY PM	
			001.6000.4588	1,876.00
			Total :	**5,768.00**
87019	4/11/2023	000108 HIGH TECH SECURITY	BURGLAR ALARM MONITORING & MAINTENANCE	
			CORP YARD: BURGLAR ALARM MONITORING &	
			004.8310.4066	55.00
			COMM PARK: BURGLAR ALARM MONITORING &	
			001.6000.4066	55.00
			CITY HALL: BURGLAR ALARM MONITORING &	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87019	4/11/2023	000108 HIGH TECH SECURITY	(Continued)		
			042.9510.4066 FIRE ALARM MONITORING & MAINTENANCE		80.00
			CORP YARD: FIRE ALARM MONITORING & 004.8310.4066		85.00
			LIBRARY: FIRE ALARM MONITORING & 001.6000.4066		50.00
			YMCA: FIRE ALARM MONITORING & 001.6000.4066		50.00
			POLICE: FIRE ALARM MONITORING & 001.2000.4066		85.00
			FS#3: FIRE ALARM MONITORING & 028.2050.4066		25.00
			FS#3: FIRE ALARM MONITORING & 029.2100.4066		25.00
			CITY HALL: FIRE ALARM MONITORING & 042.9510.4066		50.00
			CCTV SYSTEM MAINTENANCE CORP YARD: CCTV SYSTEM MAINTENANCE-APR 004.8310.4066		25.00
			COMM PARK: CCTV SYSTEM MAINTENANCE-APR 001.6000.4066		50.00
			AURANTIA PARK: CCTV SYSTEM 001.6000.4066		25.00
			CITY HALL: CCTV SYSTEM MAINTENANCE-APR 042.9510.4066		25.00
			CANYON OAKS: CCTV SYSTEM MAINTENANCE 016.8540.4066		25.00
				Total :	**710.00**
87020	4/11/2023	002221 HUMANE SOCIETY OF	VOUCHER 23-0016 VOUCHER 23-0016 001.2200.4344		50.00
				Total :	**50.00**
87021	4/11/2023	005554 IMPERIAL SPRINKLER SUPPLY	CORP YARD & TRAILS: RANGER & PENDULUM CORP YARD & TRAILS: RANGER & PENDULUM 004.8310.4206		1,784.42

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87021	4/11/2023	005554 IMPERIAL SPRINKLER SUPPLY	(Continued)		
			CORP YARD & TRAILS: RANGER & PENDULUM		
			001.6100.4206		446.10
				Total :	**2,230.52**
87022	4/11/2023	001618 INNOVATIVE FEDERAL STRATEGIES	PROFESSIONAL SERVICES -APR		
			PROFESSIONAL SERVICES -APR		
			023.3890.4554		3,000.00
				Total :	**3,000.00**
87023	4/11/2023	000127 K & L HARDWARE	PD: GATE MAINTENANCE		
			PD: GATE MAINTENANCE		
			001.2000.4224		10.76
			FS#3: MAINT SUPPLIES		
			FS#3: MAINT SUPPLIES		
			028.2050.4206		27.03
			FS#3: MAINT SUPPLIES		
			029.2100.4206		27.03
			FS#2: MAINT SUPPLIES		
			FS#2: MAINT SUPPLIES		
			028.2050.4070		35.32
			FS#2: MAINT SUPPLIES		
			029.2100.4070		35.31
			FS#2: MAINT SUPPLIES		
			FS#2: MAINT SUPPLIES		
			028.2050.4206		13.77
			FS#2: MAINT SUPPLIES		
			029.2100.4206		13.77
			FS#2: MAINT SUPPLIES		
			FS#2: MAINT SUPPLIES		
			028.2050.4070		24.24
			FS#2: MAINT SUPPLIES		
			029.2100.4070		24.24
				Total :	**211.47**
87024	4/11/2023	003814 KONE INC.	LIBRARY: ANNUAL TEST & INSPECTION		
			LIBRARY: ANNUAL TEST & INSPECTION		
			001.6000.4587		3,195.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87024	4/11/2023	003814 003814 KONE INC.	(Continued)	Total :	3,195.00
87025	4/11/2023	000207 KONICA MINOLTA	IT MONTHLY CONTRACT-APR IT MONTHLY CONTRACT-APR 042.9510.4627		4,904.00
				Total :	4,904.00
87026	4/11/2023	004509 LAWRENCE DOORS	FS#1 & 2: ROLL UP DOOR / GATE MAINTENANC FS#1: ROLL UP DOOR / GATE MAINTENANCE 029.2100.4224		168.22
			FS#1: ROLL UP DOOR / GATE MAINTENANCE 028.2050.4224		168.21
			FS#3: ROLL UP DOOR / GATE MAINTENANCE 029.2100.4224		238.00
			FS#3: ROLL UP DOOR / GATE MAINTENANCE 028.2050.4224		238.00
				Total :	812.43
87027	4/11/2023	001193 LIFE ASSIST, INC.	FS#1-3: PPE SUPPLIES FS#1-3: PPE SUPPLIES 030.8495.4349		193.95
			FS#1-3: PPE SUPPLIES FS#1-3: PPE SUPPLIES 030.8495.4349		193.95
			FS#1-3: PPE SUPPLIES FS#1-3: PPE SUPPLIES 030.8495.4349		88.89
			FS#1-3: PARAMEDIC SUPPLIES FS#1-3: PARAMEDIC SUPPLIES 028.2050.4207		247.68
				Total :	724.47
87028	4/11/2023	001104 MAINEZ, LARRY A.	CHF: LAMINATED PAPER 11X17 CHF: LAMINATED PAPER 11X17 051.1471		69.98
				Total :	69.98
87029	4/11/2023	001679 MC CRAY'S ENTERPRISES	ME541: BRAKES ME541: BRAKES		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87029	4/11/2023	001679 MC CRAY'S ENTERPRISES	(Continued)		
			029.2100.4240		126.28
			ME541: BRAKES		
			028.2050.4240		126.27
				Total :	**252.55**
87030	4/11/2023	006174 METROPOLITAN TRANSPORATON COMM	STR19003 STREETSAVER ANNUAL SUBSCRIPTION		
			STR19003 STREETSAVER ANNUAL SUBSCRIPTION		
			001.3200.4550		2,500.00
				Total :	**2,500.00**
87031	4/11/2023	000169 PITNEY BOWES GLOBAL FINANCIAL	POSTAGE SUPPLIES		
			POSTAGE SUPPLIES		
			042.9510.4200		250.34
				Total :	**250.34**
87032	4/11/2023	002511 RECORDER-CLERK CO OF SB	DOCUMENT RECORDING SERVICES-MAR		
			DOCUMENT RECORDING SERVICES-MAR		
			001.1200.4506		80.00
			DOCUMENT RECORDING SERVICES-MAR		
			DOCUMENT RECORDING SERVICES-MAR		
			001.1200.4506		40.00
				Total :	**120.00**
87033	4/11/2023	001414 RICHARDS, WATSON & GERSHON	GENERAL-FEB		
			GENERAL-FEB		
			001.1450.4520		5,390.37
			WAKELAND-FEB		
			WAKELAND-FEB		
			070.7000.4520		1,496.00
			CUP21-001-FEB		
			CUP21-001-FEB		
			001.3200.4551		561.00
			CODE ENFORCEMENT GENERAL-FEB		
			CODE ENFORCEMENT GENERAL-FEB		
			001.4600.4520		1,246.65
			CODE ENFORCEMENT CASE #4744-FEB		
			CODE ENFORCEMENT CASE #4744-FEB		
			001.4600.4520		214.50

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87033	4/11/2023	001414	001414 RICHARDS, WATSON & GERSHON (Continued)	Total :	8,908.52
87034	4/11/2023	003713	SATCOM GLOBAL LTD.		
			SATTELITE PHONES-MAR		
			SATTELITE PHONES-MAR		
			028.2050.4061		21.38
			SATTELITE PHONES-MAR		
			029.2100.4061		21.37
			SATTELITE PHONES-MAR		
			042.9510.4061		42.75
			SATTELITE PHONES-MAR		
			001.2000.4061		42.75
				Total :	128.25
87035	4/11/2023	000845	SB CO LAND USE SERVICES DEPT		
			FIRE HAZARD ABATEMENT - 5/22-4/23		
			FIRE HAZARD ABATEMENT - 5/22-4/23		
			029.2100.4545		25,046.08
				Total :	25,046.08
87036	4/11/2023	005731	SITEONE LANDSCAPE SUPPLY, LLC		
			COMM PARK: IRRIG MAINT		
			COMM PARK: IRRIG MAINT		
			001.6000.4206		259.57
				Total :	259.57
87037	4/11/2023	000203	SOUTHERN CALIFORNIA EDISON		
			LS#3-MAR		
			LS#3-MAR		
			013.8510.4011		1,051.42
			LMD#48C-MAR		
			LMD#48C-MAR		
			012.8500.4010		434.65
			POLICE STATION-MAR		
			POLICE STATION-MAR		
			001.2000.4010		5,148.41
			LS-3 METERS-MAR		
			LS-3 METERS-MAR		
			013.8510.4011		62.45
			LS 2 B CITY WIDE STREET LIGHTS-MAR		
			LS 2 B CITY WIDE STREET LIGHTS-MAR		
			013.8510.4011		15,717.83
			LS#3-MAR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87037	4/11/2023	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			LS#3-MAR	
			013.8510.4011	48.16
			CITY HALL-MAR	
			CITY HALL-MAR	
			042.9510.4010	1,013.67
			SIGNALS-MAR	
			SIGNALS-MAR	
			004.8310.4580	1.09
			SIGNALS-MAR	
			013.8510.4011	0.94
			AURANTIA PARK-MAR	
			AURANTIA PARK-MAR	
			001.6000.4010	130.03
			LS#3-MAR	
			LS#3-MAR	
			013.8510.4011	19.61
			CORPORATION YARD-MAR	
			CORPORATION YARD-MAR	
			004.8310.4010	1,042.30
			STATION #1-MAR	
			STATION #1-MAR	
			028.2050.4010	273.03
			STATION #1-MAR	
			029.2100.4010	273.03
			LS#3-MAR	
			LS#3-MAR	
			013.8510.4011	24.36
			TRAFFIC SIGNAL BASE LINE-MAR	
			TRAFFIC SIGNAL BASE LINE-MAR	
			004.8310.4580	11.44
			LS#2-MAR	
			LS#2-MAR	
			013.8510.4011	89.95
			CITY HALL-MAR	
			CITY HALL-MAR	
			042.9510.4010	469.01
			STATION #2-MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87037	4/11/2023	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			STATION #2-MAR	
			028.2050.4010	230.46
			STATION #2-MAR	
			029.2100.4010	230.45
			LS#2-MAR	
			LS#2-MAR	
			013.8510.4011	1,171.10
			BOULDER MEDIAN-MAR	
			BOULDER MEDIAN-MAR	
			004.8310.4010	46.32
			LS#1-MAR	
			LS#1-MAR	
			013.8510.4011	9,109.03
			LS#3-MAR	
			LS#3-MAR	
			013.8510.4011	24.93
			LIBRARY/ELC-MAR	
			LIBRARY/ELC-MAR	
			001.6000.4010	3,943.26
			LS2-B-MAR	
			LS2-B-MAR	
			013.8510.4011	19.71
			EVC STATIONS-MAR	
			EVC STATIONS-MAR	
			042.9510.4012	1,650.95
			STATION #3-MAR	
			STATION #3-MAR	
			028.2050.4010	739.65
			STATION #3-MAR	
			029.2100.4010	739.64
			VICTORIA AVE AND 3RD ST-MAR	
			VICTORIA AVE AND 3RD ST-MAR	
			004.8310.4580	129.73
			LS-3 METERS-MAR	
			LS-3 METERS-MAR	
			013.8510.4011	13.57

Bank code : wfb

Voucher	Date	Vendor		Description/Account		Amount
87037	4/11/2023	000203	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	Total :	43,860.18
87038	4/11/2023	000203	SOUTHERN CALIFORNIA EDISON	SEELEY PARK-MAR		
				SEELEY PARK-MAR		
				016.8540.4010		-25.82
				CUNNINGHAM PARK-MAR		
				CUNNINGHAM PARK-MAR		
				016.8540.4010		-40.94
				CANYON OAK-MAR		
				CANYON OAK-MAR		
				016.8540.4010		47.32
				HIGHLAND COMMUNITY PARK-MAR		
				HIGHLAND COMMUNITY PARK-MAR		
				001.6000.4010		2,329.88
				LMDS-		
				LMD 09-MAR		
				012.8500.4010		-40.94
				LMD 30-MAR		
				012.8500.4010		-40.94
				LMD 20-MAR		
				012.8500.4010		-40.94
				LMD 08-MAR		
				012.8500.4010		-40.94
				LMD 29-MAR		
				012.8500.4010		-40.94
				LMD 47-MAR		
				012.8500.4010		-40.94
				LMD 17-MAR		
				012.8500.4010		60.34
				LMD 44-MAR		
				012.8500.4010		-40.94
				LMD 36-MAR		
				012.8500.4010		-40.94
				LMD 37-MAR		
				012.8500.4010		-40.94
				LMD 34-MAR		
				012.8500.4010		-40.94
				LMD 02-MAR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87038	4/11/2023	000203 SOUTHERN CALIFORNIA EDISON	(Continued)	
			012.8500.4010 LMD 16-MAR	-40.94
			012.8500.4010 LMD 03-MAR	-41.78
			012.8500.4010 LMD 22-MAR	-41.78
			012.8500.4010 LMD 10-MAR	-40.94
			012.8500.4010 LMD 36-MAR	-40.17
			012.8500.4010 LMD 05-MAR	-40.00
			012.8500.4010 LMD 06-MAR	-41.78
			012.8500.4010 LMD 07-MAR	-43.00
			012.8500.4010 LMD 04-MAR	-42.24
			012.8500.4010 LMD 02-MAR	-40.94
			012.8500.4010 LMD 15-MAR	-82.38
			012.8500.4010 LMD 00-MAR	-81.88
			012.8500.4010 LMD 21-MAR	-40.94
			012.8500.4010 LMD 31-MAR	-40.94
			012.8500.4010 LMD 01-MAR	-40.94
			012.8500.4010 LMD 35-MAR	-40.94
			012.8500.4010 LMD 02-MAR	-41.44
			012.8500.4010 LMD 20-MAR	-40.94

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87038	4/11/2023	000203 SOUTHERN CALIFORNIA EDISON	(Continued)		
			012.8500.4010		-40.94
			LMD 11-MAR		
			012.8500.4010		-40.94
				Total :	**1,055.53**
87039	4/11/2023	006121 THERMA LLC	CITY HALL: HVAC REPLACEMENT		
			CITY HALL: HVAC REPLACEMENT		
			030.8495.4349		37,503.34
				Total :	**37,503.34**
87040	4/11/2023	003044 THOMSON REUTERS WEST	CODE BOOKS-APR		
			CODE BOOKS-APR		
			001.1200.4626		1,447.41
				Total :	**1,447.41**
87041	4/11/2023	003689 TPX COMMUNICATIONS	CITY HALL/CORP YARD PHONES -		
			CITY HALL PHONES -MAR		
			042.9510.4060		1,396.99
			CORP YARD PHONES -MAR		
			004.8310.4060		290.72
				Total :	**1,687.71**
87042	4/11/2023	005839 TRUSTED TECH TEAM	MICROSOFT OFFICE 365 LICENSE-APR		
			MICROSOFT OFFICE 365 LICENSE-APR		
			042.9510.4533		1,319.45
				Total :	**1,319.45**
87043	4/11/2023	000222 UNDERGROUND SERVICE ALERT	MONTHLY DIG ALERT-APR		
			MONTHLY DIG ALERT-APR		
			004.8310.4553		256.74
			MONTHLY DIG ALERT-APR		
			MONTHLY DIG ALERT-APR		
			004.8310.4553		1,060.00
				Total :	**1,316.74**
87044	4/11/2023	000979 VERIZON WIRELESS	CELL PHONES-MAR		
			CELL PHONES-MAR		
			001.2000.4061		505.15

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87044	4/11/2023	000979 VERIZON WIRELESS	(Continued)		
			AIR CARDS-MAR		
			001.2000.4062		1,064.28
			CELL PHONES-MAR		
			001.6000.4061		64.66
			CELL PHONES-MAR		
			001.6010.4061		32.33
			CELL PHONES-MAR		
			004.8310.4061		157.81
			AIR CARDS-MAR		
			004.8310.4062		38.01
			CELL PHONES-MAR		
			028.2050.4061		144.74
			AIR CARDS-MAR		
			028.2050.4062		304.08
			CELL PHONES-MAR		
			042.9510.4061		743.48
			AIR CARD-MAR		
			042.9510.4062		80.02
			AIR CARDS-MAR		
			042.9510.4062		268.11
				Total :	**3,402.67**
87045	4/11/2023	000979 VERIZON WIRELESS	AIR CARD -MAR		
			AIR CARD -MAR		
			001.2000.4062		38.01
				Total :	**38.01**
87046	4/11/2023	000233 WAXIE SANITARY SUPPLY	PD: JANITORIAL SUPPLIES		
			50% RECYCLED TOILET TISSUE		
			001.2000.4055		145.14
			FS#1: JANITORIAL SUPPLIES		
			FS#1: JANITORIAL SUPPLIES		
			028.2050.4055		50.10
			FS#1: JANITORIAL SUPPLIES		
			029.2100.4055		50.09
			FS#1: JANITORIAL SUPPLIES		
			FS#1: JANITORIAL SUPPLIES		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87046	4/11/2023	000233 WAXIE SANITARY SUPPLY	(Continued)	
			028.2050.4055	122.92
			FS#1: JANITORIAL SUPPLIES	
			029.2100.4055	122.91
			FS#3: JANITORIAL SUPPLIES	
			FS#3: JANITORIAL SUPPLIES	
			028.2050.4055	29.51
			FS#3: JANITORIAL SUPPLIES	
			029.2100.4055	29.50
			POLICE: JANITORIAL SUPPLIES	
			100% RECYCLED FOAM CUPS	
			001.2000.4055	69.87
			40% RECYCLED BIFOLD TOWELS	
			001.2000.4055	205.53
			50% RECYCLED TOILET PAPER	
			001.2000.4055	145.13
			35% RECYCLED FACIAL TISSUE	
			001.2000.4055	29.32
			100% RECYCLED MULTIFOLD TOWELS	
			001.2000.4055	40.70
			Total :	**1,040.72**
87047	4/11/2023	000237 WILLDAN ASSOCIATES	OLA22-001 CE CDBG-FEB	
			OLA22-001 CE CDBG-FEB	
			006.8400.6550	3,446.93
			OLA20-002A CE CDBG-FEB	
			OLA20-002A CE CDBG-FEB	
			006.8400.6550	2,241.07
			OLA22-001 CE CDBG-MAR	
			OLA22-001 CE CDBG-MAR	
			006.8400.6550	14,210.70
			OLA20-002A CE CDBG-MAR	
			OLA20-002A CE CDBG-MAR	
			006.8400.6550	9,239.30
			ICH17006 PM SMBMI IGG-FEB	
			ICH17006 PM SMBMI IGG-FEB	
			027.8490.6813	1,043.75

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87047	4/11/2023	000237 000237 WILLDAN ASSOCIATES	(Continued)	Total :	30,181.75
87048	4/11/2023	006001 YUNEX LLC	TRAFFIC SIGNAL MAINT-FEB TRAFFIC SIGNAL MAINT-FEB 004.8310.4580		3,872.28
			TRAFFIC SIGNAL CALL OUTS-FEB TRAFFIC SIGNAL CALL OUTS-FEB 004.8310.4580		3,800.37
				Total :	7,672.65
61 Vouchers for bank code : wfb				Bank total :	273,474.72
61 Vouchers in this report				Total vouchers :	273,474.72

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87049	4/18/2023	004206 #1 SON PLUMBING	LMD 08-BACKFLOW		
			LMD 08-BACKFLOW		
			012.8500.4030		639.33
				Total :	**639.33**
87050	4/18/2023	005771 AMAZON CAPITAL SERVICES	OTTERBOX PHONE CASE: RAMIREZ		
			OTTERBOX PHONE CASE: RAMIREZ		
			001.4600.4200		35.50
			USB DEVICE: MARTINEZ		
			USB DEVICE: MARTINEZ		
			001.4100.4200		80.80
			TAPE REFILL		
			TAPE REFILL		
			001.4100.4200		18.30
			POLICE SUPPLIES		
			WEBCAM, EXTENTION CABLE & SPRAY		
			001.2000.4206		200.44
				Total :	**335.04**
87051	4/18/2023	002921 C&M WEED ABATEMENT	CITY LOTS WEED ABATEMENT		
			CITY LOTS WEED ABATEMENT		
			001.4600.4545		5,150.00
				Total :	**5,150.00**
87052	4/18/2023	000143 COMMUNITY WORKS DESIGN GROUP	PLAN CHECK GENERAL-FEB		
			PLAN CHECK GENERAL-FEB		
			001.4100.4547		542.50
			DRA21-022 PLAN CHECK-FEB		
			DRA21-022 PLAN CHECK-FEB		
			001.4100.4547		155.00
			CUP22-004 PLAN CHECK-FEB		
			CUP22-004 PLAN CHECK-FEB		
			001.4100.4547		1,317.50
				Total :	**2,015.00**
87053	4/18/2023	001035 DEPARTMENT OF JUSTICE	FINGERPRINT APPS - AKITA		
			FINGERPRINT APPS - AKITA		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87053	4/18/2023	001035 DEPARTMENT OF JUSTICE	(Continued)	
			001.1700.4236 FINGERPRINT APPS- CROSLIN	32.00
			001.1600.4236 FINGERPRINT APPS-FLYNN	32.00
			001.1600.4236	32.00
			Total :	**96.00**
87054	4/18/2023	000085 EAST VALLEY WATER DISTRICT	COMMUNITY PARK-MAR COMMUNITY PARK-MAR	
			001.6000.4030 LMD 34-MAR LMD 34-MAR	348.59
			012.8500.4030 CUNNINGHAM PARK-MAR CUNNINGHAM PARK-MAR	51.10
			016.8540.4030 COMM. CTR-MAR COMM. CTR-MAR	107.26
			001.6000.4030 LMD 30-MAR LMD 30-MAR	52.70
			012.8500.4030 LMD 10-MAR LMD 10-MAR	235.93
			012.8500.4030 OAK CREEK PARK-MAR OAK CREEK PARK-MAR	173.08
			016.8540.4030 LMD 10-MAR LMD 10-MAR	157.36
			012.8500.4030 LIBRARY / ELC-MAR LIBRARY / ELC-MAR	149.50
			001.6000.4030 CORP YARD-MAR CORP YARD-MAR	70.27
			004.8310.4030	70.27

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87054	4/18/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			CORP YARD-MAR	
			CORP YARD-MAR	
			004.8310.4030	149.40
			CORP YARD-MAR	
			CORP YARD-MAR	
			004.8310.4030	141.64
			COMM. CTR - IRRIGATION-MAR	
			COMM. CTR - IRRIGATION-MAR	
			001.6000.4030	141.66
			LIBRARY / ELC-MAR	
			LIBRARY / ELC-MAR	
			001.6000.4030	139.02
			YMCA COMMUNITY PARK-MAR	
			YMCA COMMUNITY PARK-MAR	
			001.6000.4030	392.85
			LIBRARY / ELC-MAR	
			LIBRARY / ELC-MAR	
			001.6000.4030	213.23
			ATHLETIC CTR-MAR	
			ATHLETIC CTR-MAR	
			001.6000.4030	35.14
			COMMUNITY PARK-MAR	
			COMMUNITY PARK-MAR	
			001.6000.4030	52.70
				Total : **2,681.70**
87055	4/18/2023	000085 EAST VALLEY WATER DISTRICT	LMD 17 - B-APR	
			LMD 17 - B-APR	
			012.8500.4030	51.10
			ATHLETIC CTR-APR	
			ATHLETIC CTR-APR	
			001.6000.4030	275.83
			LMD 11-APR	
			LMD 11-APR	
			012.8500.4030	96.78
			LMD 17 - D-APR	
			LMD 17 - D-APR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87055	4/18/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)		
			012.8500.4030 LMD 25-APR LMD 25-APR		45.86
			012.8500.4030 LMD 17 - C-APR LMD 17 - C-APR		45.86
			012.8500.4030 LMD 76-APR LMD 76-APR		48.48
			012.8500.4030 LMD 17 - A-APR LMD 17 - A-APR		45.86
			012.8500.4030		47.74
				Total :	**657.51**
87056	4/18/2023	006146 FM THOMAS AIR CONDITIONING	LIBRARY: HVAC MAINT LIBRARY: HVAC MAINT		
			001.6000.4588		2,346.78
				Total :	**2,346.78**
87057	4/18/2023	002710 HERNANDEZ, KROONE & ASSOCIATES	DRA23-002-SEP DRA23-002-SEP		
			001.3200.4551		175.00
				Total :	**175.00**
87058	4/18/2023	000127 K & L HARDWARE	CORP YARD: MISC SUPPLIES CORP YARD: MISC SUPPLIES		
			004.8310.4206		57.33
				Total :	**57.33**
87059	4/18/2023	005285 LA VERNE POWER EQUIPMENT INC	CORP YARD: MAINT SUPPLIES CORP YARD: MAINT SUPPLIES		
			004.8310.4206		163.33
				Total :	**163.33**
87060	4/18/2023	000168 LETICIA NAVA-CRUZ, PETTY CASH	PETTY CASH - 4.18.23 PETTY CASH - 4.18.23		
			001.0020		250.59

Bank code : wfb

Voucher	Date	Vendor		Description/Account		Amount
87060	4/18/2023	000168	000168 LETICIA NAVA-CRUZ, PETTY CASH	(Continued)	Total :	250.59
87061	4/18/2023	000004	PUBLIC EMPLOYEE RETIREMENT SYS	REPLACEMENT BENEFIT CONTRIBUTIONS-2023		
				REPLACEMENT BENEFIT CONTRIBUTIONS-2023		
				001.1450.3560		1,733.40
					Total :	1,733.40
87062	4/18/2023	001070	SAFETY-KLEEN SYSTEMS, INC.	WASHER SERVICE- AQUEQUS		
				WASHER SERVICE- AQUEQUS		
				001.2000.4245		267.90
					Total :	267.90
87063	4/18/2023	000192	SAM'S CLUB/SYNCHRONY BANK	HIT SUPPLIES		
				HIT SUPPLIES		
				001.6020.4336		98.29
					Total :	98.29
87064	4/18/2023	001848	SB CO ASSESSORS OFFICE	PARCEL MAP REVISION-APR		
				PARCEL MAP REVISION-APR		
				001.4100.4310		8.00
					Total :	8.00
87065	4/18/2023	002149	SB CO DEPT OF PUBLIC HEALTH	ANIMAL CONTROL SVC 10/22-12/22		
				ANIMAL CONTROL SVC 10/22-12/22		
				001.2200.4565		115,531.00
					Total :	115,531.00
87066	4/18/2023	003940	SHAWN'S ELECTRIC	COMM PARK: SNACK BAR REPAIRS		
				COMM PARK: SNACK BAR REPAIRS		
				001.6000.4070		160.00
					Total :	160.00
87067	4/18/2023	000203	SOUTHERN CALIFORNIA EDISON	LS3 METER -APR		
				LS3 METER -APR		
				013.8510.4011		28.17
				LS#3 -APR		
				LS#3 -APR		
				013.8510.4011		126.75
				LS#3 -APR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87067	4/18/2023	000203 SOUTHERN CALIFORNIA EDISON	(Continued)		
			LS#3 -APR		
			013.8510.4011		81.25
				Total :	**236.17**
87068	4/18/2023	005698 SOUTHERN CALIFORNIA NEWS GROUP	CHF: INLAND VALLEY DAILY BULLETIN		
			CHF: INLAND VALLEY DAILY BULLETIN		
			051.1471		1,200.00
				Total :	**1,200.00**
87069	4/18/2023	000075 THE COUNSELING TEAM INT'L	EMPLOYEE SUPPORT SERVICES		
			EMPLOYEE SUPPORT SERVICES-MAR		
			001.1600.4537		150.00
				Total :	**150.00**
87070	4/18/2023	006072 TRENCH SHORING COMPANY	PERMA PATCH ASPHALT REPAIR MATERIAL		
			PERMA PATCH ASPHALT REPAIR MATERIAL		
			004.8310.4206		2,070.31
				Total :	**2,070.31**
87071	4/18/2023	000233 WAXIE SANITARY SUPPLY	CORP YARD: JANITORIAL SUPPLIES		
			CORP YARD: JANITORIAL SUPPLIES		
			004.8310.4055		230.63
			PARKS: JANITORIAL SUPPLIES		
			PARKS: JANITORIAL SUPPLIES		
			001.6000.4055		2,188.94
				Total :	**2,419.57**
87072	4/18/2023	000237 WILLDAN ASSOCIATES	CODE ENFORCEMENT-MAR		
			CODE ENFORCEMENT-MAR		
			001.4600.4538		9,847.50
			STR20-002A CE GCF-FEB		
			STR20-002A CE GCF-FEB		
			023.3890.6545		1,091.97
			STR20-002A CE COSB-FEB		
			STR20-002A CE COSB-FEB		
			027.8490.6550		1,340.03
				Total :	**12,279.50**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87073	4/18/2023	006001 YUNEX LLC	BASELINE & REEDY - INSTALL POLE #20196H	
			BASELINE & REEDY - INSTALL POLE #20196H	
			013.8510.4664	18,434.24
			Total :	**18,434.24**

25 Vouchers for bank code : wfb **Bank total : 169,155.99**

25 Vouchers in this report **Total vouchers : 169,155.99**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
786	4/21/2023	000003 ICMA RETIREMENT TRUST-457	ICMA DEFERRED COMP 457: PAYMENT	
			ICMA DEFERRED COMP 457: Payment 001.1170	10,447.59
			ICMA DEFERRED COMP 457: Payment 004.1170	1,140.86
			ICMA DEFERRED COMP 457: Payment 010.1170	939.90
			ICMA DEFERRED COMP 457: Payment 012.1170	12.50
			ICMA DEFERRED COMP 457: Payment 016.1170	12.50
			ICMA DEFERRED COMP 457: Payment 023.1170	76.31
			ICMA DEFERRED COMP 457: Payment 041.1170	362.05
			ICMA DEFERRED COMP 457: Payment 042.1170	1.50
			ICMA DEFERRED COMP 457: Payment 070.1170	309.10
			Total :	**13,302.31**
787	4/21/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	EPMC: PAYMENT	
			PERS SURVIVOR: Payment 041.1145	0.32
			PERS SURVIVOR: Payment 042.1145	1.80
			PERS SURVIVOR: Payment 070.1145	0.71
			EPMC: Payment 001.1145	529.75
			EPMC: Payment 004.1145	131.01
			EPMC: Payment 006.1145	20.79
			EPMC: Payment 010.1145	46.39

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
787	4/21/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			EPMC: Payment	
			012.1145	2.50
			EPMC: Payment	
			016.1145	2.50
			EPMC: Payment	
			023.1145	6.96
			EPMC: Payment	
			024.1145	0.59
			EPMC: Payment	
			041.1145	33.18
			EPMC: Payment	
			042.1145	12.10
			EPMC: Payment	
			070.1145	57.48
			PERS: Payment	
			001.1145	14,290.27
			PERS: Payment	
			004.1145	2,973.92
			PERS: Payment	
			006.1145	591.02
			PERS: Payment	
			010.1145	1,068.11
			PERS: Payment	
			012.1145	186.34
			PERS: Payment	
			016.1145	186.31
			PERS: Payment	
			023.1145	223.07
			PERS: Payment	
			024.1145	20.49
			PERS: Payment	
			041.1145	474.10
			PERS: Payment	
			042.1145	740.81
			PERS: Payment	
			070.1145	821.05

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
787	4/21/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS SURVIVOR: Payment	
			001.1145	23.35
			PERS SURVIVOR: Payment	
			004.1145	4.62
			PERS SURVIVOR: Payment	
			006.1145	0.92
			PERS SURVIVOR: Payment	
			010.1145	1.11
			PERS SURVIVOR: Payment	
			012.1145	0.55
			PERS SURVIVOR: Payment	
			016.1145	0.57
			PERS SURVIVOR: Payment	
			023.1145	0.41
			PERS SURVIVOR: Payment	
			024.1145	0.05
			Total :	**22,453.15**
788	4/21/2023	000119 INTERNAL REVENUE SERVICE	FEDERAL TAXES: PAYMENT	
			FEDERAL TAXES: Payment	
			001.1120	11,803.43
			FEDERAL TAXES: Payment	
			004.1120	2,176.92
			FEDERAL TAXES: Payment	
			006.1120	564.97
			FEDERAL TAXES: Payment	
			010.1120	822.69
			FEDERAL TAXES: Payment	
			012.1120	110.46
			FEDERAL TAXES: Payment	
			016.1120	110.48
			FEDERAL TAXES: Payment	
			023.1120	120.60
			FEDERAL TAXES: Payment	
			024.1120	14.22
			FEDERAL TAXES: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
788	4/21/2023	000119 INTERNAL REVENUE SERVICE	(Continued)	
			041.1120 FEDERAL TAXES: Payment	424.23
			042.1120 FEDERAL TAXES: Payment	448.65
			070.1120 SOCIAL SECURITY: Payment	673.91
			001.1140 MEDICARE: Payment	616.72
			001.1140 MEDICARE: Payment	3,040.06
			004.1140 MEDICARE: Payment	588.64
			006.1140 MEDICARE: Payment	117.98
			010.1140 MEDICARE: Payment	195.80
			012.1140 MEDICARE: Payment	49.24
			016.1140 MEDICARE: Payment	49.20
			023.1140 MEDICARE: Payment	48.34
			024.1140 MEDICARE: Payment	4.72
			041.1140 MEDICARE: Payment	80.08
			042.1140 MEDICARE: Payment	160.48
			070.1140	140.82
			Total :	**22,362.64**
789	4/21/2023	000001 CALIF STATE EMPLOYMENT	STATE TAXES: PAYMENT	
			STATE TAXES: Payment 001.1130	4,559.99
			STATE TAXES: Payment 004.1130	845.62

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
789	4/21/2023	000001 CALIF STATE EMPLOYMENT	(Continued)	
			STATE TAXES: Payment 006.1130	219.64
			STATE TAXES: Payment 010.1130	324.20
			STATE TAXES: Payment 012.1130	44.44
			STATE TAXES: Payment 016.1130	44.43
			STATE TAXES: Payment 023.1130	49.82
			STATE TAXES: Payment 024.1130	5.07
			STATE TAXES: Payment 041.1130	171.84
			STATE TAXES: Payment 042.1130	124.92
			STATE TAXES: Payment 070.1130	258.09
			Total :	**6,648.06**
87074	4/21/2023	003804 AFLAC WWHQ	AFLAC ACCIDENT INSURANCE: PAYMENT	
			AFLAC ACCIDENT INSURANCE: Payment 001.1181	98.24
			AFLAC ACCIDENT INSURANCE: Payment 004.1181	13.98
			AFLAC ACCIDENT INSURANCE: Payment 012.1181	3.56
			AFLAC ACCIDENT INSURANCE: Payment 016.1181	3.57
			AFLAC ACCIDENT INSURANCE: Payment 023.1181	5.81
			AFLAC ACCIDENT INSURANCE: Payment 024.1181	0.26
			AFLAC ACCIDENT INSURANCE: Payment 042.1181	4.18
			AFLAC DISABILITY INSURANCE: Payment	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87074	4/21/2023	003804 AFLAC WWHQ	(Continued)	
			001.1181 AFLAC DISABILITY INSURANCE: Payment	128.14
			004.1181 AFLAC DISABILITY INSURANCE: Payment	24.69
			012.1181 AFLAC DISABILITY INSURANCE: Payment	6.31
			016.1181 AFLAC DISABILITY INSURANCE: Payment	6.31
			024.1181 AFLAC HOSPITAL INSURANCE: Payment	0.51
			001.1181 AFLAC HOSPITAL INSURANCE: Payment	157.64
			012.1181 AFLAC HOSPITAL INSURANCE: Payment	6.71
			016.1181 AFLAC HOSPITAL INSURANCE: Payment	6.71
			023.1181 AFLAC HOSPITAL INSURANCE: Payment	12.31
			042.1181 AFLAC DENTAL: Payment	4.97
			001.1181 AFLAC DENTAL: Payment	27.90
			004.1181 AFLAC DENTAL: Payment	0.56
			041.1181 AFLAC DENTAL: Payment	1.67
			070.1181 AFLAC SPECIFIED HEALTH INS: Payment	0.53
			001.1181 AFLAC SPECIFIED HEALTH INS: Payment	2.96
			012.1181 AFLAC SPECIFIED HEALTH INS: Payment	1.49
			016.1181	1.49
			Total :	**520.50**
87075	4/21/2023	000433 ARROWHEAD UNITED WAY	ARROWHEAD UNITED WAY: PAYMENT	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87075	4/21/2023	000433 ARROWHEAD UNITED WAY	(Continued)	
			ARROWHEAD UNITED WAY: Payment 001.1180	11.26
			ARROWHEAD UNITED WAY: Payment 004.1180	0.77
			ARROWHEAD UNITED WAY: Payment 041.1180	2.26
			ARROWHEAD UNITED WAY: Payment 070.1180	0.71
			Total :	**15.00**

6 Vouchers for bank code : wfb **Bank total : 65,301.66**

6 Vouchers in this report **Total vouchers : 65,301.66**

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87076	4/25/2023	005771 AMAZON CAPITAL SERVICES	POLICE: POWERCORD REPL CHARGER & USB PRI		
			POLICE: POWERCORD REPL CHARGER & USB		
			001.2000.4200		132.67
			PD: CELL PHONE SUPPLIES		
			PD: CELL PHONE SUPPLIES		
			001.2000.4200		90.06
			PD: CELL PHONE SUPPLIES		
			PD: CELL PHONE SUPPLIES		
			001.2000.4200		92.34
				Total :	**315.07**
87077	4/25/2023	003599 BAB STEERING HYDRAULICS INC,	E543A: REPAIR FRONT SUSPENSION, BRAKES,		
			543A: REPAIR FRONT SUSPENSION, BRAKES,		
			029.2100.4240		3,036.59
			543A: REPAIR FRONT SUSPENSION, BRAKES,		
			028.2050.4240		3,036.59
				Total :	**6,073.18**
87078	4/25/2023	002960 BURRTEC WASTE INDUSTRIES INC	SOLID WASTE PROG 3/25-4/14/23		
			SOLID WASTE PROG 3/25-4/14/23		
			051.1496		2,007,620.38
				Total :	**2,007,620.38**
87079	4/25/2023	002960 BURRTEC WASTE INDUSTRIES INC	DELINQUENT REFUSE 2018/2019-2015/2016		
			DELINQUENT REFUSE 2018/2019		
			051.1495		302.36
			DELINQUENT REFUSE 2015/2016		
			051.1495		297.86
				Total :	**600.22**
87080	4/25/2023	003836 CALIFORNIA BUILDING	BSAR 1/23-3/23		
			BSAR 1/23-3/23		
			051.1480		-62.70
			BSAR 1/23-3/23		
			001.4500.4543		627.00
				Total :	**564.30**
87081	4/25/2023	002480 CASC ENGINEERING & CONSULTING	FWQ22-002 - MAR		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87081	4/25/2023	002480 CASC ENGINEERING & CONSULTING	(Continued)	
			FWQ22-002 - MAR	
			001.3200.4551	175.00
			CWQ21-006 - MAR	
			CWQ21-006 - MAR	
			001.3200.4551	385.00
			WQP21-002-MAR	
			WQP21-002-MAR	
			001.3200.4551	87.50
			WQP21-005-MAR	
			WQP21-005-MAR	
			001.3200.4551	420.00
			WQP22-001-MAR	
			WQP22-001-MAR	
			001.3200.4551	490.00
			WQP22-002-MAR	
			WQP22-002-MAR	
			001.3200.4551	332.50
			WQP22-004-MAR	
			WQP22-004-MAR	
			001.3200.4551	262.50
			FWQ23-001-MAR	
			FWQ23-001-MAR	
			001.3200.4551	472.50
			WQP23-001 - MAR	
			WQP23-001 - MAR	
			001.3200.4551	332.50
			WQP23-002 - MAR	
			WQP23-002 - MAR	
			001.3200.4551	385.00
			WQP23-003-MAR	
			WQP23-003-MAR	
			001.3200.4551	402.50
			FWQ21-002-MAR	
			FWQ21-002-MAR	
			001.3200.4551	520.00
			FWQ21-006 - MAR	
			FWQ21-006 - MAR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87081	4/25/2023	002480 CASC ENGINEERING & CONSULTING	(Continued)		
			001.3200.4551		70.00
				Total :	**4,335.00**
87082	4/25/2023	005324 CHARLES ABBOTT ASSOCIATES, INC	FIRE MARSHALL -MAR		
			FIRE MARSHALL -MAR		
			029.2100.4540		6,047.50
				Total :	**6,047.50**
87083	4/25/2023	006099 CHARTER COMMUNICATIONS	FS#3 TELE/INT -		
			FS#3 TELE/INT-APR		
			028.2050.4065		219.35
			FS#3 TELE/INT-APR		
			029.2100.4065		219.34
				Total :	**438.69**
87084	4/25/2023	006099 CHARTER COMMUNICATIONS	FS#1 TELE/INT -APR		
			FS#1 TELE/INT -APR		
			028.2050.4065		180.68
			FS#1 TELE/INT -APR		
			029.2100.4065		180.68
				Total :	**361.36**
87085	4/25/2023	006099 CHARTER COMMUNICATIONS	FS#2 TELE/INT -APR		
			FS#2 TELE/INT -APR		
			028.2050.4065		105.92
			FS#2 TELE/INT -APR		
			029.2100.4065		105.90
				Total :	**211.82**
87086	4/25/2023	000143 COMMUNITY WORKS DESIGN GROUP	ICH09-001 IVDA AGREEMENT NON PART-JAN		
			ICH09-001 IVDA AGREEMENT NON PART-JAN		
			027.8490.6813		675.00
			ICH09-001 IVDA AGREEMENT NON PART-JAN		
			ICH09-001 IVDA AGREEMENT NON PART-JAN		
			027.8490.6813		642.50
			PLAN CHECK - JAN		
			PLAN CHECK - JAN		
			001.4100.4547		-642.50

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87086	4/25/2023	000143 COMMUNITY WORKS DESIGN GROUP	(Continued)		
			ACCESSIBILITY MTG - FEB		
			ACCESSIBILITY MTG - FEB		
			051.1493		2,277.50
				Total :	**2,952.50**
87087	4/25/2023	004845 COMPRESSED AIR SPECIALTIES INC	FS#1: SBCA ANNUAL COMPPRESSOR SERVICE		
			FS#1: SBCA ANNUAL COMPPRESSOR SERVICE		
			029.2100.4243		1,736.26
			FS#1: SBCA ANNUAL COMPPRESSOR SERVICE		
			028.2050.4243		1,736.25
				Total :	**3,472.51**
87088	4/25/2023	000056 DEPARTMENT OF CONSERVATION	SMIP 1/2023-3/2023		
			SMIP 1/2023-3/2023		
			001.4500.4542		1,049.20
			SMIP 1/2023-3/2023		
			051.1479		-52.46
				Total :	**996.74**
87089	4/25/2023	003360 DIRECTV	POLICE SATTELITE CABLE -APR		
			POLICE SATTELITE CABLE -APR		
			001.2000.4065		87.00
				Total :	**87.00**
87090	4/25/2023	004879 DIV OF THE STATE ARCHITECT	AB1379 1/2023-3/2023		
			AB1379 1/2023-3/2023		
			051.1493		390.80
				Total :	**390.80**
87091	4/25/2023	000085 EAST VALLEY WATER DISTRICT	POLICE STATION-APR		
			POLICE STATION-APR		
			001.2000.4030		207.77
			POLICE STATION-APR		
			POLICE STATION-APR		
			001.2000.4030		269.31
			STATION # 3-APR		
			STATION # 3-APR		
			028.2050.4030		26.35

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87091	4/25/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			STATION # 3-APR	
			029.2100.4030	26.35
			LMD 55-APR	
			LMD 55-APR	
			012.8500.4030	96.78
			LMD 29-APR	
			LMD 29-APR	
			012.8500.4030	50.12
			CITY HALL-APR	
			CITY HALL-APR	
			042.9510.4030	78.58
			LMD 15 - A-APR	
			LMD 15 - A-APR	
			012.8500.4030	74.68
			LMD 07-APR	
			LMD 07-APR	
			012.8500.4030	51.10
			BASELINE MEDIAN-APR	
			BASELINE MEDIAN-APR	
			004.8310.4030	88.26
			LMD 35-APR	
			LMD 35-APR	
			012.8500.4030	137.51
			LMD 21- B-APR	
			LMD 21- B-APR	
			012.8500.4030	57.98
			STATION # 2-APR	
			STATION # 2-APR	
			028.2050.4030	83.33
			STATION # 2-APR	
			029.2100.4030	83.32
			CITY HALL-APR	
			CITY HALL-APR	
			042.9510.4030	35.14
			AURANTIA PARK-APR	
			AURANTIA PARK-APR	
			001.6000.4030	374.82

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87091	4/25/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)	
			LMD 44-APR	
			LMD 44-APR	
			012.8500.4030	212.38
			LMD 15 - B-APR	
			LMD 15 - B-APR	
			012.8500.4030	133.46
			SEELEY PARK-APR	
			SEELEY PARK-APR	
			016.8540.4030	64.20
			LMD 43-APR	
			LMD 43-APR	
			012.8500.4030	48.48
			STATION # 2-APR	
			STATION # 2-APR	
			028.2050.4030	17.57
			STATION # 2-APR	
			029.2100.4030	17.57
			BASELINE MEDIAN-APR	
			BASELINE MEDIAN-APR	
			004.8310.4030	98.26
			LMD 47-APR	
			LMD 47-APR	
			012.8500.4030	48.48
			LMD 37-APR	
			LMD 37-APR	
			012.8500.4030	74.68
			STATION # 3-APR	
			STATION # 3-APR	
			028.2050.4030	155.57
			STATION # 3-APR	
			029.2100.4030	155.56
			LMD 21- A-APR	
			LMD 21- A-APR	
			012.8500.4030	37.02
			STATION # 3-APR	
			STATION # 3-APR	
			028.2050.4030	33.41

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87091	4/25/2023	000085 EAST VALLEY WATER DISTRICT	(Continued)		
			STATION # 3-APR		
			029.2100.4030		33.41
			POLICE STATION-APR		
			POLICE STATION-APR		
			001.2000.4030		52.70
			BOULDER MEDIAN-APR		
			BOULDER MEDIAN-APR		
			004.8310.4030		293.28
			POLICE STATION-APR		
			POLICE STATION-APR		
			001.2000.4030		52.70
			LMD 16-APR		
			LMD 16-APR		
			012.8500.4030		31.78
				Total :	**3,301.91**
87092	4/25/2023	002617 FERGUSON ENTERPRISES LLC	LIBRARY-ELECTRICAL SUPPLIES		
			LIBRARY-ELECTRICAL SUPPLIES		
			001.6000.4070		156.18
				Total :	**156.18**
87093	4/25/2023	005358 FLEET SERVICES INC	E543A: BATTERY		
			E543A: BATTERY		
			029.2100.4240		286.77
			E543A: BATTERY		
			028.2050.4240		286.77
				Total :	**573.54**
87094	4/25/2023	006148 GRANITE CONSTRUCTION CO	STR18001 PPE#3 CON SB1 MOE		
			STR18001 PPE#3 CON SB1 MOE		
			004.8310.6550		60,341.91
			STR18001 PPE#3 CON SB1 MOE RET		
			STR18001 PPE#3 CON SB1 MOE RET		
			004.1350		-3,017.10
			STR18001 PPE#3 CON SB1 LPP RET		
			STR18001 PPE#3 CON SB1 LPP RET		
			027.1350		-4,111.59

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87094	4/25/2023	006148 GRANITE CONSTRUCTION CO	(Continued)	
			STR18001 PPE#3 CON EDA RET	
			STR18001 PPE#3 CON EDA RET	
			030.1350	-9,567.68
			STR18001 PPE#3 CON IVDA RET	
			STR18001 PPE#3 CON IVDA RET	
			027.1350	-3,016.07
			STR18001 PPE#3 CON SMBMI RET	
			STR18001 PPE#3 CON SMBMI RET	
			027.1350	-3,016.07
			STR18001 PPE#3 CON SB1 LPP	
			STR18001 PPE#3 CON SB1 LPP	
			027.8490.6550	82,231.73
			STR18001 PPE#3 CON EDA	
			STR18001 PPE#3 CON EDA	
			030.8495.6550	191,353.55
			STR18001 PPE#3 CON IVDA	
			STR18001 PPE#3 CON IVDA	
			027.8490.6550	60,321.45
			STR18001 PPE#3 CON SMBMI	
			STR18001 PPE#3 CON SMBMI	
			027.8490.6550	60,321.45
			STR18001 PPE#4 CON SB1 MOE	
			STR18001 PPE#4 CON SB1 MOE	
			004.8310.6550	13,304.09
			STR18001 PPE#4 CON SB1 MOE RET	
			STR18001 PPE#4 CON SB1 MOE RET	
			004.1350	-665.20
			STR18001 PPE#4 CON SB1 LPP RET	
			STR18001 PPE#4 CON SB1 LPP RET	
			027.1350	-5,845.78
			STR18001 PPE#4 CON EDA RET	
			STR18001 PPE#4 CON EDA RET	
			030.1350	-13,603.14
			STR18001 PPE#4 CON IVDA RET	
			STR18001 PPE#4 CON IVDA RET	
			027.1350	-4,288.19
			STR18001 PPE#4 CON RDA RET	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87094	4/25/2023	006148 GRANITE CONSTRUCTION CO	(Continued)	
			STR18001 PPE#4 CON RDA RET	
			010.1350	-3,624.44
			STR18001 PPE#4 CON SMBMI RET	
			STR18001 PPE#4 CON SMBMI RET	
			027.1350	-4,288.19
			STR18001 PPE#4 CON SB1 LPP	
			STR18001 PPE#4 CON SB1 LPP	
			027.8490.6550	116,915.50
			STR18001 PPE#4 CON EDA	
			STR18001 PPE#4 CON EDA	
			030.8495.6550	272,062.82
			STR18001 PPE#4 CON IVDA	
			STR18001 PPE#4 CON IVDA	
			027.8490.6550	85,763.88
			STR18001 PPE#4 CON RDA	
			STR18001 PPE#4 CON RDA	
			010.3830.6550	72,488.88
			STR18001 PPE#4 CON SMBMI	
			STR18001 PPE#4 CON SMBMI	
			027.8490.6550	85,763.88
			Total :	**1,045,825.69**
87095	4/25/2023	005902 HEALTHEQUITY, INC.	SEC 125 POP ANNUAL COMPLIANCE FEE 2023	
			SEC 125 POP ANNUAL COMPLIANCE FEE 2023	
			001.1600.4622	485.00
			Total :	**485.00**
87096	4/25/2023	002710 HERNANDEZ, KROONE & ASSOCIATES	DRA22-022-FEB	
			DRA22-022-FEB	
			001.3200.4551	256.25
			CUP22-014-FEB	
			CUP22-014-FEB	
			001.3200.4551	300.00
			TSI22-001 TR 18893 MEDITERRA - FEB	
			TSI22-001 TR 18893 MEDITERRA - FEB	
			001.3200.4551	270.00
			DRA23-002 HALCYON APTS - FEB	

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87096	4/25/2023	002710 HERNANDEZ, KROONE & ASSOCIATES	(Continued)		
			DRA23-002 HALCYON APTS - FEB		
			001.3200.4551		927.50
			CUP21-001 TIA-FEB		
			CUP21-001 TIA-FEB		
			001.3200.4551		262.50
				Total :	**2,016.25**
87097	4/25/2023	000662 HI WAY SAFETY INC	TRAFFIC SUPPLIES		
			TRAFFIC SUPPLIES		
			004.8310.4206		5,832.76
			HSP RADAR SPEED FEEDBACK TRAILER		
			HSP RADAR SPEED FEEDBACK TRAILER		
			023.3890.6040		10,719.12
				Total :	**16,551.88**
87098	4/25/2023	000108 HIGH TECH SECURITY	LIBRARY - SERVICE CALL		
			LIBRARY - SERVICE CALL		
			001.6000.4066		180.00
				Total :	**180.00**
87099	4/25/2023	001320 HIGHLAND SENIOR CENTER	CDBG: PS II HIGHLAND GROCERY		
			CDBG: PS II HIGHLAND GROCERY		
			006.8400.4353		706.74
			CDBG REIMB - MAR		
			CDBG REIMB - MAR		
			006.8400.4348		2,100.00
			CDBG CV COVID 19- MAR		
			CDBG CV COVID 19- MAR		
			006.8400.4353		4,220.00
				Total :	**7,026.74**
87100	4/25/2023	000127 K & L HARDWARE	FS#1: MATERIALS		
			FS#1: MATERIALS		
			028.2050.4206		37.88
			FS#1: MATERIALS		
			029.2100.4206		37.87
			FS#1: BUILDING REPAIRS		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87100	4/25/2023	000127 K & L HARDWARE	(Continued)		
			FS#1: BUILDING REPAIRS		
			028.2050.4070		14.64
			FS#1: BUILDING REPAIRS		
			029.2100.4070		14.64
				Total :	**105.03**
87101	4/25/2023	000207 KONICA MINOLTA	COPIER LEASE-APR		
			COPIER LEASE-APR		
			001.2000.4205		603.40
			COPIER LEASE-APR		
			042.9510.4205		1,698.14
				Total :	**2,301.54**
87102	4/25/2023	000168 LETICIA NAVA-CRUZ, PETTY CASH	PETTY CASH - 4-25-23		
			PETTY CASH - 4-25-23		
			001.0020		99.89
				Total :	**99.89**
87103	4/25/2023	001404 LOWE'S	HIT SUPPLIES		
			HIT SUPPLIES		
			001.6020.4206		52.68
				Total :	**52.68**
87104	4/25/2023	000145 MATICH CORPORATION	STR20002A PPE#1 CON COSB		
			STR20002A PPE#1 CON COSB		
			027.8490.6530		90,053.23
			STR20002A PPE#1 CON GCF		
			STR20002A PPE#1 CON GCF		
			023.3890.6530		28,418.10
			STR20002A PPE#1 CON COSB RET		
			STR20002A PPE#1 CON COSB RET		
			027.1350		-4,502.66
			STR20002A PPE#1 CON GCF RET		
			STR20002A PPE#1 CON GCF RET		
			023.1350		-1,420.91
				Total :	**112,547.76**
87105	4/25/2023	006174 METROPOLITAN TRANSPORATON COMI	STR19003- ANNUAL STREET SAVER REISSUED		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87105	4/25/2023	006174 METROPOLITAN TRANSPORATON COMM	(Continued)		
			STR19003- ANNUAL STREET SAVER REISSUED		
			001.3200.4550		2,500.00
				Total :	**2,500.00**
87106	4/25/2023	004330 QUALITY POWER	E543A: ALTERNATOR REPAIR		
			E543A: ALTERNATOR REPAIR		
			029.2100.4240		1,912.57
			E543A: ALTERNATOR REPAIR		
			028.2050.4240		1,912.56
				Total :	**3,825.13**
87107	4/25/2023	001414 RICHARDS, WATSON & GERSHON	GENERAL-MAR		
			GENERAL-MAR		
			001.1450.4520		9,708.01
			STR18001 PM NON PART IVDA -MAR		
			STR18001 PM NON PART IVDA -MAR		
			027.8490.6550		50.66
			STR18001 PM NON PART RDA07 -MAR		
			STR18001 PM NON PART RDA07 -MAR		
			010.3830.6550		50.68
			STR18001 PM NON PART SMBMI -MAR		
			STR18001 PM NON PART SMBMI -MAR		
			027.8490.6550		50.66
			SWK19001 R/W MSRI - MAR		
			SWK19001 R/W MSRI - MAR		
			017.8350.6545		19.00
			WAKELAND-MAR		
			WAKELAND-MAR		
			070.7000.4520		4,750.00
			PERSONNEL & LABOR RELATIONS-MAR		
			PERSONNEL & LABOR RELATIONS-MAR		
			001.1450.4520		82.50
				Total :	**14,711.51**
87108	4/25/2023	000204 SOCALGAS	STATION #3-APR		
			STATION #3-APR		
			028.2050.4020		96.97

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87108	4/25/2023	000204 SOCALGAS	(Continued)		
			STATION #3-APR		
			029.2100.4020		96.94
				Total :	**193.91**
87109	4/25/2023	000203 SOUTHERN CALIFORNIA EDISON	SIGNALS-APR		
			SIGNALS-APR		
			004.8310.4580		3,005.21
			LS - APR		
			LS - APR		
			013.8510.4011		17.24
			SMART N FINAL SCE FEES-APR		
			SMART N FINAL SCE FEES-APR		
			013.8510.4011		23.37
			TRAFFIC SIG PALM/CYPRESS-APR		
			TRAFFIC SIG PALM/CYPRESS-APR		
			004.8310.4580		64.46
			TRAFFIC SIG PALM/CYPRESS-APR		
			TRAFFIC SIG PALM/CYPRESS-APR		
			013.8510.4011		83.04
				Total :	**3,193.32**
87110	4/25/2023	002459 SOUTHERN CALIFORNIA WASTE, MANA	SCWMF ANNUAL BUSINESS MEETING-MORGAN		
			SCWMF ANNUAL BUSINESS MEETING-MORGAN		
			001.4200.4330		120.00
				Total :	**120.00**
87111	4/25/2023	001541 STATEWIDE TOWING	ME542: TOW		
			ME542: TOW		
			029.2100.4240		359.38
			ME542: TOW		
			028.2050.4240		359.37
				Total :	**718.75**
87112	4/25/2023	001527 STERICYLCE INC.	SHREDDING SERVICES - APR		
			SHREDDING SERVICES - APR		
			001.1200.4626		142.96
				Total :	**142.96**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87113	4/25/2023	005325 VANCE CORPORATION	OLA20002 PPE#1 CON CDBG RET	
			OLA20002 PPE#1 CON CDBG RET	
			006.1350	11,347.23
			OLA20002 PPE#1 CON EVWD RET	
			OLA20002 PPE#1 CON EVWD RET	
			027.1350	125.00
			OLA22001 PPE#1 CON CDBG RET	
			OLA22001 PPE#1 CON CDBG RET	
			006.1350	16,950.30
			OLA22001 PPE#1 CON EVWD RET	
			OLA22001 PPE#1 CON EVWD RET	
			027.1350	275.00
			Total :	**28,697.53**
87114	4/25/2023	006173 WEST COAST FIRE SALES	ME541: PARTS FOR ENGINE REPAIR	
			ME541: PARTS FOR ENGINE REPAIR	
			029.2100.4240	662.68
			ME541: PARTS FOR ENGINE REPAIR	
			028.2050.4240	662.68
			E543A: PRESSURE SWITCH	
			E543A: PRESSURE SWITCH	
			029.2100.4240	63.30
			E543A: PRESSURE SWITCH	
			028.2050.4240	63.29
			Total :	**1,451.95**
87115	4/25/2023	000237 WILLDAN ASSOCIATES	BUILDING & SAFETY PLAN CHECK-MAR	
			BUILDING & SAFETY PLAN CHECK-MAR	
			001.4500.4540	8,120.00
			BUILDING & SAFETY INSP-MAR	
			BUILDING & SAFETY INSP-MAR	
			001.4500.4540	18,360.00
			PERMIT TECH-MAR	
			PERMIT TECH-MAR	
			001.4500.4540	11,862.50
			OLA22-001 CE CDBG-APR	
			OLA22-001 CE CDBG-APR	
			006.8400.6550	2,985.76

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87115	4/25/2023	000237 WILLDAN ASSOCIATES	(Continued)	
			OLA20-002 CE CDBG-APR	
			OLA20-002 CE CDBG-APR	
			006.8400.6550	1,941.24
			Total :	**43,269.50**

40 Vouchers for bank code : wfb **Bank total : 3,324,515.72**

40 Vouchers in this report **Total vouchers : 3,324,515.72**

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87116	4/25/2023	001230 DEPARTMENT OF FORESTRY	MEDIC SERVICE 4/1-6/30/23	
			MEDIC SERVICE 4/1-6/30/23	
			028.2050.4567	545,724.23
			FIRE SERVICE 4/1-6/30/2023	
			FIRE SERVICE 4/1-6/30/2023	
			029.2100.4569	953,142.78
			Total :	**1,498,867.01**

1 Vouchers for bank code : wfb **Bank total : 1,498,867.01**

1 Vouchers in this report **Total vouchers : 1,498,867.01**

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87117	5/2/2023	000014 ALL CITY MANAGEMENT SERVICES	CROSSING GUARD SERVICES-4/2-4/15/23		
			CROSSING GUARD SERVICES-4/2-4/15/23		
			002.8200.4530		3,523.20
				Total :	**3,523.20**
87118	5/2/2023	001271 ALLSTAR FIRE EQUIPMENT INC	FS#3 SCBA FACE PIECE SPECTACLE KIT		
			FS#3 SCBA FACE PIECE SPECTACLE KIT		
			028.2050.4245		80.79
			FS#3 SCBA FACE PIECE SPECTACLE KIT		
			029.2100.4245		80.78
				Total :	**161.57**
87119	5/2/2023	005553 CLARK PEST CONTROL OF STOCKTON	CITY HALL PEST CONTROL		
			CITY HALL PEST CONTROL		
			042.9510.4589		72.00
			POLICE PEST CONTROL		
			POLICE PEST CONTROL		
			001.2000.4589		111.00
				Total :	**183.00**
87120	5/2/2023	000213 DAILY JOURNAL CORPORATION	NEWSPAPER PUBLICATIONS		
			NEWSPAPER PUBLICATIONS		
			001.1200.4300		270.22
				Total :	**270.22**
87121	5/2/2023	000085 EAST VALLEY WATER DISTRICT	LMD 04-APR		
			LMD 04-APR		
			012.8500.4030		48.48
			LMD 73-APR		
			LMD 73-APR		
			012.8500.4030		63.01
				Total :	**111.49**
87122	5/2/2023	003073 EWING IRRIGATION PRODUCTS INC	LMD 61 IRRIGATION MATERIAL		
			LMD 61 IRRIGATION MATERIAL		
			012.8500.4206		185.63
			AURANTIA PARK: IRRIGATION MATERIAL		
			AURANTIA PARK: IRRIGATION MATERIAL		

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87122	5/2/2023	003073 EWING IRRIGATION PRODUCTS INC	(Continued)		
			001.6000.4206		130.69
			LMD 48 IRRIGATION REPAIRS		
			LMD 48 IRRIGATION REPAIRS		
			012.8500.4206		232.76
				Total :	**549.08**
87123	5/2/2023	004956 FIDELITY SECURITY	VISION -MAY		
			VISION -MAY		
			001.1160		135.62
			VISION -MAY		
			004.1160		38.86
			VISION -MAY		
			006.1160		7.61
			VISION -MAY		
			010.1160		19.03
			VISION -MAY		
			012.1160		5.18
			VISION -MAY		
			016.1160		5.18
			VISION -MAY		
			024.1160		0.41
			VISION -MAY		
			041.1160		1.64
			VISION -MAY		
			042.1160		10.36
			VISION -MAY		
			070.1160		3.59
				Total :	**227.48**
87124	5/2/2023	005358 FLEET SERVICES INC	E541A: BATTERY		
			E541A: BATTERY		
			029.2100.4240		436.50
			E541A: BATTERY		
			028.2050.4240		436.48
			E541A: BATTERY-CORE RETURN		
			E541A: BATTERY		
			029.2100.4240		-130.76

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87124	5/2/2023	005358 FLEET SERVICES INC	(Continued)		
			E541A: BATTERY		
			028.2050.4240		-130.75
				Total :	**611.47**
87125	5/2/2023	001299 GRAYBAR	LIBRARY: LOW VOLTAGE LIGHT SWITCH		
			LIBRARY: LOW VOLTAGE LIGHT SWITCH		
			001.6000.4070		289.06
				Total :	**289.06**
87126	5/2/2023	004939 GUARDIAN	DENTAL -MAY		
			DENTAL -MAY		
			001.1160		924.56
			DENTAL -MAY		
			004.1160		352.30
			DENTAL -MAY		
			006.1160		14.83
			DENTAL -MAY		
			010.1160		177.45
			DENTAL -MAY		
			012.1160		10.11
			DENTAL -MAY		
			016.1160		10.11
			DENTAL -MAY		
			024.1160		1.82
			DENTAL -MAY		
			041.1160		30.43
			DENTAL -MAY		
			042.1160		20.22
			DENTAL -MAY		
			070.1160		16.06
				Total :	**1,557.89**
87127	5/2/2023	000824 J & M TROPHIES	5 YEAR AWARD: RAMIREZ		
			5 YEAR AWARD: RAMIREZ		
			001.1000.4336		40.00
				Total :	**40.00**

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87128	5/2/2023	005245 JOHNSON EQUIPMENT COMPANY	HSGP FY 20 GRANT: RADIOS HSGP FY 20 GRANT: RADIOS 030.8495.4203		11,861.90
				Total :	**11,861.90**
87129	5/2/2023	000127 K & L HARDWARE	COMM PARK: MISC SUPPLIES COMM PARK: MISC SUPPLIES 001.6000.4070		29.09
			CORP YARD: MISC SUPPLIES CORP YARD: MISC SUPPLIES 004.8310.4206		6.45
			VEH#127 : MAINTENANCE VEH#127 : MAINTENANCE 001.4600.4240		5.38
			CORP YARD: MISC SUPPLIES CORP YARD: MISC SUPPLIES 004.8310.4206		18.29
			AURANTIA PK: SUPPLIES AURANTIA PK: SUPPLIES 001.6000.4206		75.41
			FS#3-JANITORIAL SUPPLIES FS#3-JANITORIAL SUPPLIES 028.2050.4206		40.36
			FS#3-JANITORIAL SUPPLIES 029.2100.4206		40.36
				Total :	**215.34**
87130	5/2/2023	001193 LIFE ASSIST, INC.	FS#1-3 PPE SUPPLIES FS#1-3 PPE SUPPLIES 030.8495.4349		193.95
			FS#1-3 PARAMEDIC SUPPLIES FS#1-3 PARAMEDIC SUPPLIES 028.2050.4207		205.00
				Total :	**398.95**
87131	5/2/2023	000155 NEW YORK LIFE	LIFE -MAY LIFE -MAY 001.1180		9.75

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87131	5/2/2023	000155 NEW YORK LIFE	(Continued)		
			LIFE -MAY		
			004.1180		0.65
			LIFE -MAY		
			041.1180		1.95
			LIFE -MAY		
			070.1180		0.65
				Total :	**13.00**
87132	5/2/2023	004555 NEXTECH SYSTEMS, INC.	LANELIGHT DIRECTIONAL LIGHTS W/INSTALLAT		
			LANELIGHT DIRECTIONAL LIGHTS		
			004.8310.4580		19,546.50
				Total :	**19,546.50**
87133	5/2/2023	002509 NICHOLS CONSULTING	STR19-003 DE LOCAL GCF-MAR		
			STR19-003 DE LOCAL GCF-MAR		
			023.3890.6530		7,405.00
				Total :	**7,405.00**
87134	5/2/2023	001439 OFFICE SOLUTIONS	RECYCLED 30% COPY PAPER		
			RECYCLED 30% COPY PAPER - APR23		
			042.9510.4200		594.69
				Total :	**594.69**
87135	5/2/2023	000176 PRINCIPAL LIFE INSURANCE CO	PRINCIPAL -MAY		
			PRINCIPAL -MAY		
			001.1200.3590		30.27
			PRINCIPAL -MAY		
			001.1450.3590		66.54
			PRINCIPAL -MAY		
			001.1600.3590		6.64
			PRINCIPAL -MAY		
			001.3200.3590		47.87
			PRINCIPAL -MAY		
			001.4100.3590		128.09
			PRINCIPAL -MAY		
			001.4200.3590		70.93
			PRINCIPAL -MAY		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87135	5/2/2023	000176 PRINCIPAL LIFE INSURANCE CO	(Continued)	
			001.4500.3590 PRINCIPAL -MAY	34.96
			001.4600.3590 PRINCIPAL -MAY	45.58
			001.6000.3590 PRINCIPAL -MAY	18.70
			001.6010.3590 PRINCIPAL -MAY	18.29
			001.6020.3590 PRINCIPAL -MAY	12.17
			004.8310.3590 PRINCIPAL -MAY	123.44
			006.8400.3590 PRINCIPAL -MAY	26.10
			010.3830.3590 PRINCIPAL -MAY	37.53
			012.8500.3590 PRINCIPAL -MAY	9.23
			016.8540.3590 PRINCIPAL -MAY	9.23
			023.3890.3590 PRINCIPAL -MAY	7.66
			024.8470.3590 PRINCIPAL -MAY	0.97
			041.9500.3590 PRINCIPAL -MAY	14.96
			042.9510.3590 PRINCIPAL -MAY	15.28
			070.7000.3590 PRINCIPAL -MAY	31.92
			001.1700.3590	102.47
			Total :	**858.83**
87136	5/2/2023	005326 RP LANDSCAPE & IRRIGATION	PARKS LANDSCAPING MAINTENANCE-BOULDER MEDIANS LANDSCAPING-MAY	
			004.8310.4585	2,476.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87136	5/2/2023	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			OAK CREEK PARK LANDSCAPING-MAY	
			016.8540.4585	556.00
			MEMORIAL PARK LANDSCAPING-MAY	
			001.6000.4585	400.00
			POLICE STATION LANDSCAPING-MAY	
			001.2000.4585	500.00
			CITY HALL LANDSCAPING-MAY	
			042.9510.4585	500.00
			LIBRARY LANDSCAPING-MAY	
			001.6000.4585	600.00
			YMCA LANDSCAPING-MAY	
			001.6000.4585	600.00
			AURANTIA PARK LANDSCAPING-MAY	
			001.6000.4585	933.00
			CORP YARD LANDSCAPING-MAY	
			004.8310.4585	400.00
			COMMUNITY PARK LANDSCAPING-MAY	
			001.6000.4585	3,691.00
			CANYON OAK PARK LANDSCAPING-MAY	
			016.8540.4585	356.00
			CUNNINGHAM PARK LANDSCAPING-MAY	
			016.8540.4585	453.00
			SEELEY PARK LANDSCAPING-MAY	
			016.8540.4585	299.00
			LMD LANDSCAPING MAINT- APR	
			LMD 70 LANDSCAPING MAINT-APR	
			012.8500.4585	550.00
			LMD 76 LANDSCAPING MAINT-APR	
			012.8500.4585	150.00
			LMD 68 LANDSCAPING MAINT-APR	
			012.8500.4585	490.00
			LMD 69 LANDSCAPING MAINT-APR	
			012.8500.4585	95.00
			LMD 73 LANDSCAPING MAINT-APR	
			012.8500.4585	245.00
			LMD 63 LANDSCAPING MAINT-APR	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87136	5/2/2023	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			012.8500.4585 LMD 00 BASELINE LANDSCAPING MAINT-APR	100.00
			012.8500.4585 LMD 03 YARNELL LANDSCAPING MAINT-APR	260.00
			012.8500.4585 LMD 01A LANDSCAPING MAINT-APR	150.00
			012.8500.4585 LMD 01B LANDSCAPING MAINT-APR	125.00
			012.8500.4585 LMD 02 LANDSCAPING MAINT-APR	125.00
			012.8500.4585 LMD 03A LANDSCAPING MAINT-APR	660.00
			012.8500.4585 LMD 03B LANDSCAPING MAINT-APR	110.00
			012.8500.4585 LMD 04 LANDSCAPING MAINT-APR	110.00
			012.8500.4585 LMD 07 LANDSCAPING MAINT-APR	40.00
			012.8500.4585 LMD 08 LANDSCAPING MAINT-APR	50.00
			012.8500.4585 LMD 09 LANDSCAPING MAINT-APR	142.00
			012.8500.4585 LMD 10 LANDSCAPING MAINT-APR	982.00
			012.8500.4585 LMD 11 LANDSCAPING MAINT-APR	1,936.00
			012.8500.4585 LMD 13 LANDSCAPING MAINT-APR	446.00
			012.8500.4585 LMD 15 LANDSCAPING MAINT-APR	100.00
			012.8500.4585 LMD 16 LANDSCAPING MAINT-APR	430.00
			012.8500.4585 LMD 17 LANDSCAPING MAINT-APR	26.00
			012.8500.4585 LMD 20 BASELINE LANDSCAPING MAINT-APR	586.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87136	5/2/2023	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			012.8500.4585 LMD 21 LANDSCAPING MAINT-APR	166.00
			012.8500.4585 LMD 22 LANDSCAPING MAINT-APR	124.00
			012.8500.4585 LMD 24 LANDSCAPING MAINT-APR	150.00
			012.8500.4585 LMD 25 LANDSCAPING MAINT-APR	26.00
			012.8500.4585 LMD 29 LANDSCAPING MAINT-APR	160.00
			012.8500.4585 LMD 30 LANDSCAPING MAINT-APR	160.00
			012.8500.4585 LMD 31 LANDSCAPING MAINT-APR	720.00
			012.8500.4585 LMD 34 LANDSCAPING MAINT-APR	470.00
			012.8500.4585 LMD 35 LANDSCAPING MAINT-APR	260.00
			012.8500.4585 LMD 36 LANDSCAPING MAINT-APR	182.00
			012.8500.4585 LMD 37 LANDSCAPING MAINT-APR	280.00
			012.8500.4585 LMD 39 LANDSCAPING MAINT-APR	350.00
			012.8500.4585 LMD 43 LANDSCAPING MAINT-APR	455.00
			012.8500.4585 LMD 44 LANDSCAPING MAINT-APR	150.00
			012.8500.4585 LMD 47 LANDSCAPING MAINT-APR	2,542.00
			012.8500.4585 LMD 48 LANDSCAPING MAINT-APR	176.00
			012.8500.4585 LMD 54 LANDSCAPING MAINT-APR	2,070.00
			012.8500.4585 LMD 55 LANDSCAPING MAINT-APR	512.00

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87136	5/2/2023	005326 RP LANDSCAPE & IRRIGATION	(Continued)	
			012.8500.4585	450.00
			LMD 59 LANDSCAPING MAINT-APR	
			012.8500.4585	20.00
			LMD 61 LANDSCAPING MAINT-APR	
			012.8500.4585	310.00
			LMD 20 STREATER LANDSCAPING MAINT-APR	
			012.8500.4585	124.00
			Total :	**29,529.00**
87137	5/2/2023	000424 SAN BERNARDINO COUNTY FIRE	HAZARDOUS WASTE FEE - 4/23-6/23	
			HAZARDOUS WASTE FEE - 4/23-6/23	
			001.4200.4596	12,218.89
			Total :	**12,218.89**
87138	5/2/2023	004466 SIGTRONICS CORPORATION	FS#3: SIGTRONIC HEADSETS	
			FS#3: SIGTRONIC HEADSET SPARE PARTS	
			029.2100.4203	507.43
			FS#3: SIGTRONIC HEADSET SPARE PARTS	
			028.2050.4203	507.41
			FS#3: SIGTRONIC HEADSET SPARE PARTS	
			FS#3: SIGTRONIC HEADSET SPARE PARTS	
			029.2100.4203	72.46
			FS#3: SIGTRONIC HEADSET SPARE PARTS	
			028.2050.4203	72.45
			Total :	**1,159.75**
87139	5/2/2023	000204 SOCALGAS	STATION #2-APR	
			STATION #2-APR	
			028.2050.4020	36.70
			STATION #2-APR	
			029.2100.4020	36.70
			CITY HALL-APR	
			CITY HALL-APR	
			042.9510.4020	402.34
			STATION #1-APR	
			STATION #1-APR	
			028.2050.4020	47.54

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87139	5/2/2023	000204 SOCALGAS	(Continued)		
			STATION #1-APR		
			029.2100.4020		47.54
			POLICE-APR		
			POLICE-APR		
			001.2000.4020		1,943.08
				Total :	**2,513.90**
87140	5/2/2023	000970 SOUTH COAST AQMD	ANNUAL OPERATING FEES - FUEL		
			ANNUAL OPERATING FEES - FUEL		
			001.2000.4222		607.32
			EMISSIONS FEE - FUEL STATION FY 22/23		
			EMISSIONS FEE - FUEL STATION FY 22/23		
			001.2000.4222		151.85
				Total :	**759.17**
87141	5/2/2023	006121 THERMA LLC	CITY HALL: INSTALLATION OF 10" DUCT & CE		
			CITY HALL: INSTALLATION OF 10" DUCT &		
			042.9510.4070		1,634.00
				Total :	**1,634.00**
87143	5/2/2023	004920 TKE ENGINEERING	BRG07001 NON PART LOCAL RDA07-JAN		
			BRG07001 NON PART LOCAL RDA07-JAN		
			010.3830.6813		1,840.00
			BRG04004A PM DIF REG-JAN		
			BRG04004A PM DIF REG-JAN		
			007.8330.6813		57.50
			GENERAL ENG SRVS CAPITAL PROJECTS		
			GENERAL ENG SRVS CAPITAL PROJECTS		
			023.3890.4550		220.00
			OLA20002 PM MSRI-JAN		
			OLA20002 PM MSRI-JAN		
			017.8350.6550		402.50
			OLA22001 PM MSRI-JAN		
			OLA22001 PM MSRI-JAN		
			017.8350.6550		402.50
			SDR06002 NON PART RDA07-JAN		
			SDR06002 NON PART RDA07-JAN		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87143	5/2/2023	004920 TKE ENGINEERING	(Continued)	
			010.3830.6600 SDR17001 PM DIF LOC-JAN SDR17001 PM DIF LOC-JAN	230.00
			007.8330.6600 STR07004A PM RDA07-JAN STR07004A PM RDA07-JAN	230.00
			010.3830.6600 STR17001 NON PART ARPA -JAN STR17001 NON PART ARPA -JAN	230.00
			030.8495.6550 STR17002 PM CCF 2017-JAN STR17002 PM CCF 2017-JAN	1,897.50
			027.8490.6550 STR20002 PM COSB-JAN STR20002 PM COSB-JAN	460.00
			027.8490.6550 STR20002 PM DIF LOC-JAN STR20002 PM DIF LOC-JAN	260.34
			007.8330.6550 SWK19001 PM MSRI-JAN SWK19001 PM MSRI-JAN	372.16
			017.8350.6545 STR18-001 PM RDA07-JAN STR18-001 PM RDA07-JAN	57.50
			010.3830.6550 SIG19-001 CE LOCAL ARPA-JAN SIG19-001 CE LOCAL ARPA-JAN	3,362.50
			030.8495.6550 SWK19-002 CE LOCAL MSRI-JAN SWK19-002 CE LOCAL MSRI-JAN	150.00
			017.8350.6530 SWK19-002 CE ART3-JAN SWK19-002 CE ART3-JAN	38.23
			005.8320.6545 SWK21-001 CE LOCAL MSRI -JAN SWK21-001 CE LOCAL MSRI -JAN	25.96
			017.8350.6530	42.27

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87143	5/2/2023	004920 TKE ENGINEERING	(Continued)	
			SWK21-001 CE ART3-JAN	
			SWK21-001 CE ART3-JAN	
			005.8320.6545	43.54
			SIG21-002 CM DIF LOCAL - DEC - JAN	
			SIG21-002 CM DIF LOCAL - DEC - JAN	
			007.8330.6550	522.50
			BRG12-001 PM LOCAL DIF REG-JAN	
			BRG12-001 PM LOCAL DIF REG-JAN	
			007.8330.6813	747.50
			SWK21001 PM LOCAL MSRI-JAN	
			SWK21001 PM LOCAL MSRI-JAN	
			017.8350.6530	172.50
			FIN23-001 MISC PERMITS-JAN	
			FIN23-001 MISC PERMITS-JAN	
			001.3200.4551	27.50
			HYD23-001 MISC PERMITS-JAN	
			HYD23-001 MISC PERMITS-JAN	
			001.3200.4551	805.00
			PGC23-001 MISC PERMITS-JAN	
			PGC23-001 MISC PERMITS-JAN	
			001.3200.4551	1,062.50
			FIN22-006 MISC PERMITS-JAN	
			FIN22-006 MISC PERMITS-JAN	
			001.3200.4551	287.50
			STC22-004 MISC PERMITS-JAN	
			STC22-004 MISC PERMITS-JAN	
			001.3200.4551	400.00
			HYD22-004 MISC PERMITS-JAN	
			HYD22-004 MISC PERMITS-JAN	
			001.3200.4551	230.00
			PGC22-012 MISC PERMITS-JAN	
			PGC22-012 MISC PERMITS-JAN	
			001.3200.4551	1,695.00
			STI22-008 MISC PERMITS-JAN	
			STI22-008 MISC PERMITS-JAN	
			001.3200.4551	309.00
			STI22-009 MISC PERMITS-JAN	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87143	5/2/2023	004920 TKE ENGINEERING	(Continued)	
			STI22-009 MISC PERMITS-JAN	
			001.3200.4551	412.00
			EXE22-013 MISC PERMITS-JAN	
			EXE22-013 MISC PERMITS-JAN	
			001.3200.4551	927.00
			EXE22-014 MISC PERMITS-JAN	
			EXE22-014 MISC PERMITS-JAN	
			001.3200.4551	618.00
			SWI22-001 MISC PERMITS-JAN	
			SWI22-001 MISC PERMITS-JAN	
			001.3200.4551	412.00
			RGI22-003 MISC PERMITS-JAN	
			RGI22-003 MISC PERMITS-JAN	
			001.3200.4551	669.50
			LDR22-006 PLAN CHECK - JAN	
			LDR22-006 PLAN CHECK - JAN	
			001.3200.4551	115.00
			342-22-001 EVWD PERMITS/INSP-JAN	
			342-22-001 EVWD PERMITS/INSP-JAN	
			001.3200.4551	257.50
			351-22-002 SCG PERMITS/INSP CLOSED-JAN	
			351-22-002 SCG PERMITS/INSP CLOSED-JAN	
			001.3200.4551	206.00
			351-22-005 SCG PERMITS/INSP CLOSED-JAN	
			351-22-005 SCG PERMITS/INSP CLOSED-JAN	
			001.3200.4551	206.00
			351-22-042 SCG PERMITS/INSP-JAN	
			351-22-042 SCG PERMITS/INSP-JAN	
			001.3200.4551	103.00
			EXE22-016 MISC PERMITS/INSP-JAN	
			EXE22-016 MISC PERMITS/INSP-JAN	
			001.3200.4551	566.50
			358-22-012 SPECTRUM PERMITS/INSP-JAN	
			358-22-012 SPECTRUM PERMITS/INSP-JAN	
			001.3200.4551	154.50
			353-22-101 SCE PERMITS/INSP-JAN	
			353-22-101 SCE PERMITS/INSP-JAN	

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
87143	5/2/2023	004920 TKE ENGINEERING	(Continued)	
			001.3200.4551	154.50
			353-22-114 SCE PERMITS/INSP-JAN	
			353-22-114 SCE PERMITS/INSP-JAN	
			001.3200.4551	103.00
			353-22-115 SCE PERMITS/INSP-JAN	
			353-22-115 SCE PERMITS/INSP-JAN	
			001.3200.4551	103.00
			353-22-116 SCE PERMITS/INSP-JAN	
			353-22-116 SCE PERMITS/INSP-JAN	
			001.3200.4551	103.00
			353-23-007 SCE PERMITS/INSP-JAN	
			353-23-007 SCE PERMITS/INSP-JAN	
			001.3200.4551	206.00
			STI21-003 MISC PERMITS-JAN	
			STI21-003 MISC PERMITS-JAN	
			001.3200.4551	103.00
			RGI21-002 MISC PERMITS-JAN	
			RGI21-002 MISC PERMITS-JAN	
			001.3200.4551	103.00
			EXE22-008 EVWD PERMITS/INSP-JAN	
			EXE22-008 EVWD PERMITS/INSP-JAN	
			001.3200.4551	1,843.00
			Total :	**23,947.00**
87144	5/2/2023	000226 UNUM LIFE INSURANCE	LONG TERM DISABILITY-MAY	
			LONG TERM DISABILITY-MAY	
			001.1180	725.56
			LONG TERM DISABILITY-MAY	
			004.1180	58.92
			LONG TERM DISABILITY-MAY	
			006.1180	18.50
			LONG TERM DISABILITY-MAY	
			010.1180	40.60
			LONG TERM DISABILITY-MAY	
			041.1180	25.69
			LONG TERM DISABILITY-MAY	
			023.1180	10.78

Bank code : wfb

Voucher	Date	Vendor	Description/Account		Amount
87144	5/2/2023	000226 UNUM LIFE INSURANCE	(Continued)		
			LONG TERM DISABILITY-MAY		
			070.1180		55.29
				Total :	**935.34**
87145	5/2/2023	000233 WAXIE SANITARY SUPPLY	FS#3 - JANITORIAL SUPPLIES		
			FS#3 - JANITORIAL SUPPLIES		
			028.2050.4055		28.44
			FS#3 - JANITORIAL SUPPLIES		
			029.2100.4055		28.44
			FS#3 - JANITORIAL SUPPLIES		
			FS#3 - JANITORIAL SUPPLIES		
			028.2050.4055		23.38
			FS#3 - JANITORIAL SUPPLIES		
			029.2100.4055		23.37
			CITY HALL: JANITORIAL SUPPLIES		
			CITY HALL: JANITORIAL SUPPLIES		
			042.9510.4055		511.27
			PD: JANITORIAL SUPPLIES		
			40% RECYCLED BIG FOLD TOWELS		
			001.2000.4055		207.83
			100% RECYCLED MULTI-FOLD TOWEL		
			001.2000.4055		38.38
			35% RECYCLED FACIAL TISSUE		
			001.2000.4055		29.33
				Total :	**890.44**
87146	5/2/2023	000237 WILLDAN ASSOCIATES	STR18-001 NON PART LOCAL RDA07-MAR		
			STR18-001 NON PART LOCAL RDA07-MAR		
			010.3830.6550		549.00
				Total :	**549.00**
87147	5/2/2023	004298 ZOLL MEDICAL CORPORATION	FS#1:HEART MONITORS WARRANTY 05/01/23.06		
			FS#1:HEART MONITORS WARRANTY		
			028.2050.4211		2,204.32
				Total :	**2,204.32**
1002357029	5/2/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	PERS HEALTH -MAY		

Bank code : wfb

Voucher	Date	Vendor	Description/Account	Amount
1002357029	5/2/2023	000004 PUBLIC EMPLOYEE RETIREMENT SYS	(Continued)	
			PERS HEALTH -MAY	
			001.1150	10,247.30
			PERS HEALTH -MAY	
			004.1150	2,651.29
			PERS HEALTH -MAY	
			006.1150	513.80
			PERS HEALTH -MAY	
			010.1150	1,686.45
			PERS HEALTH -MAY	
			012.1150	197.62
			PERS HEALTH -MAY	
			016.1150	197.62
			PERS HEALTH -MAY	
			041.1150	333.42
			PERS HEALTH -MAY	
			070.1150	316.66
			PERS HEALTH -MAY	
			001.1450.3511	68.85
			PERS HEALTH -MAY	
			041.9500.3515	2,200.00
			Total :	**18,413.01**

31 Vouchers for bank code : wfb **Bank total : 143,172.49**

31 Vouchers in this report **Total vouchers : 143,172.49**

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer

SUBJECT: Treasurer's Report for March 2023

RECOMMENDATION: City Council to receive and file the Treasurer's Report for March 2023

FISCAL IMPACT: Cash and Investments:

General Fund	$ 9,766,786.56
Special Revenue Funds	$40,874,468.12
Internal Service Funds	$ 4,738,753.71
Capital Projects Funds	$20,837,265.39
Agency Funds	$ 2,146,576.31
Housing Authority Fund	$ 3,638,367.25
SARDA Funds	$ 2,132,670.33

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: Increases in the checking account were due to revenues received plus funds wired from LAIF and CAMP. Decreases in the checking account were a result of payments to vendors, payroll and funds wired to LAIF, CAMP and U.S. Bank.

Increases in the fiscal agent accounts (US Bank) resulted from interest and bond payment receipt. Decreases resulted in vendor payments and debt service payments.

Increases in the CAMP account were due to interest received. Decreases were a result of funds being wired to the city's checking account primarily for payment of public works projects.

The maximum limit on regular accounts is $75M.

Approved _____ Motion _____ Second _____ Agenda Item No. 4

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager

CITY OF HIGHLAND
Treasurer's Report
as of March 31, 2023

CASH AND BANK ACCOUNTS:

Cash on Hand-Office Petty Cash & Change Fund Accounts	1,150.00
Wells Fargo Checking Account (reconciled book balance)	12,493,505.63

DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: LOCAL GOVERNMENT INVESTMENT POOLS				
California Treasurer's Local Agency Investment Fund (LAIF)	n/a	2.831%		
General Fund			11,553,503.76	
Special Revenue Funds			22,277,338.00	
Internal Service Funds			5,151,951.00	
Capital Projects Funds			19,520,303.00	
Total City LAIF Funds				58,503,095.76
Housing Authority Fund			3,595,318.75	
Total Housing Authority LAIF Funds				3,595,318.75
Total LAIF Funds				62,098,414.51
1) Maximum limits on accounts are $75M City and $75M Housing Authority.				
2) Market Value is based on the March 31, 2023 applicable percentage of 0.986510329				
3) Market Value is $61,260,727.33 ($62,098,414.51 x 0.986510329).				
California Asset Management Program (CAMP)	n/a	4.800%		
General Fund			135,624.49	
Special Revenue Funds			1,599,722.00	
Capital Projects Funds			5,867,635.00	
Total CAMP Funds				7,602,981.49
INVESTMENTS: FISCAL AGENT ACCOUNTS				
US Bank Corporate Trust Services (Community Facilities Districts)				
Community Facilities District (CFD) 90-1				
Administrative Expense Fund #128262-011				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	98,500.41	98,500.41
Fire Protection Expense Fund #128262-012				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	299,292.81	299,292.81
Police Protection Expense Fund #128262-013				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	110,697.34	110,697.34
Community Facilities District (CFD) 2001-1				
Special Tax Fund #217795000				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	185,760.95	185,760.95
Interest Account #217795001				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	-	-
Principal Account #217795002				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	-	-
Administrative Expense Account #217795003				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	18,144.16	18,144.16
Surplus Fund #217795004				
US Bank Money Market Account CUSIP #8AMMF0AP6	n/a	0.00%	29,279.35	29,279.35
Community Facilities District (CFD) 2007-1				
Administrative Expense Fund #260722000				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	8,366.88	8,366.88
Fire Expense Fund #260722001				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	14,358.52	14,358.52
Police Expense Fund #260722002				
US Bank Money Market Account CUSIP #8AMMF0390	n/a	0.00%	5,311.24	5,311.24
TOTAL INVESTMENTS US BANK (COMMUNITY FACILITIES DISTRICTS)				769,711.66

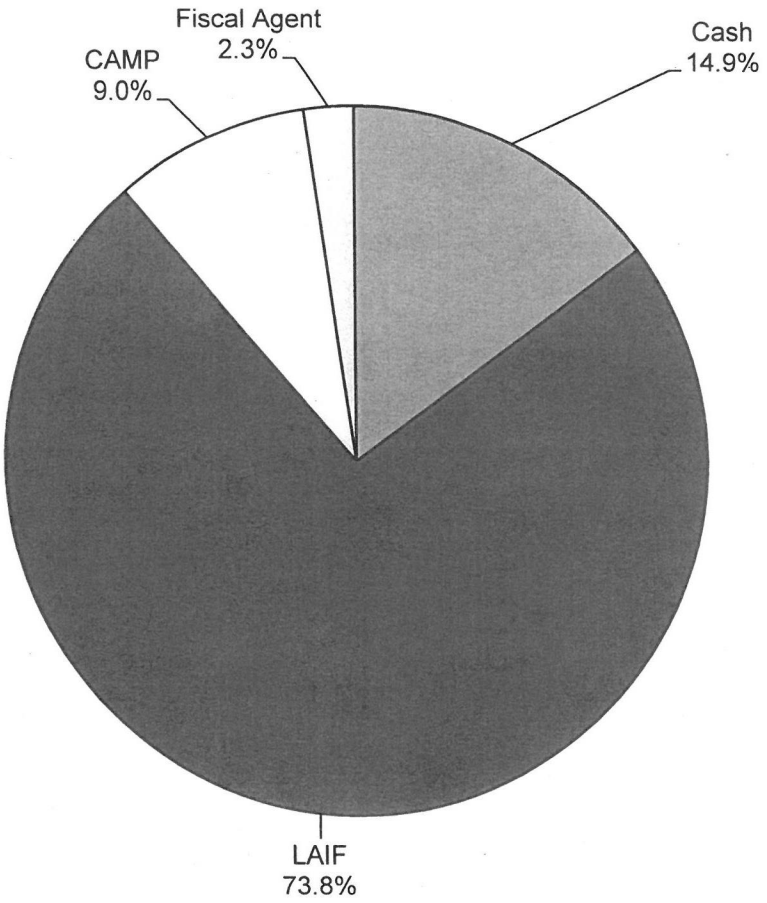
DESCRIPTION	MATURITY PERIOD	YIELD	PAR VALUE	ORIGINAL COST
INVESTMENTS: FISCAL AGENT ACCOUNTS (continued)				
US Bank Corporate Trust Services (SARDA)				
2004B Tax Allocation Refunding Bonds				
Special Fund 786709001				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	3,001.59	3,001.59
Interest Fund 786709002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Principal Fund 786709003				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 786709004				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	176,176.51	176,176.51
2015A Tax Allocation Refunding Bonds				
Special Fund 268777000				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	938.26	938.26
Interest Fund 268777001				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	8.76	8.76
Principal Fund 268777002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
Reserve Fund 268777004				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	972,944.75	972,944.75
Expense Account 268777006				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	13,776.41	13,776.41
2017 Tax Allocation Refunding Bonds				
Debt Service Fund 259928000				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	2,277.72	2,277.72
Interest Fund 259928001				
Federated Treasury Obligations CUSIP #60934N872	n/a	4.41%	0.38	0.38
Principal Fund 259928002				
Federated Treasury Obligations CUSIP #60934N872	n/a	0.00%	-	-
TOTAL INVESTMENTS US BANK (SARDA)				1,169,124.38
TOTAL CASH AND INVESTMENTS				**84,134,887.67**

All investments are placed in accordance with City of Highland's Investment Policy and Guidelines. The above summary provides sufficient cash flow liquidity to meet the next six month's estimated expenditures. This report is in accordance with Government Code Section 53646.

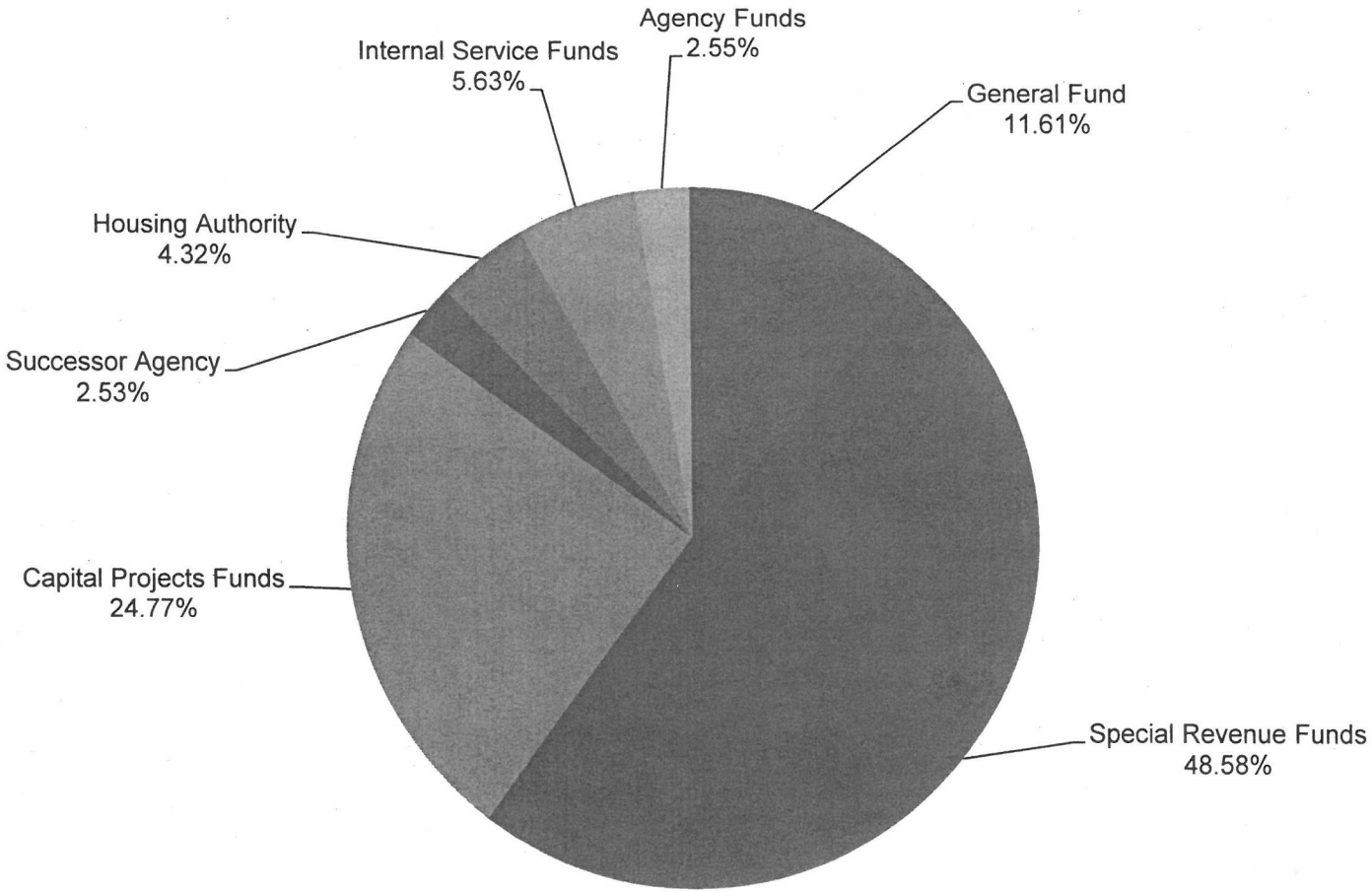
SIGNED:_____
Joseph A. Hughes
CITY MANAGER

SIGNED:_____
Chuck Dantuono
DIRECTOR OF ADMINISTRATIVE SERVICES/CITY TREASURER

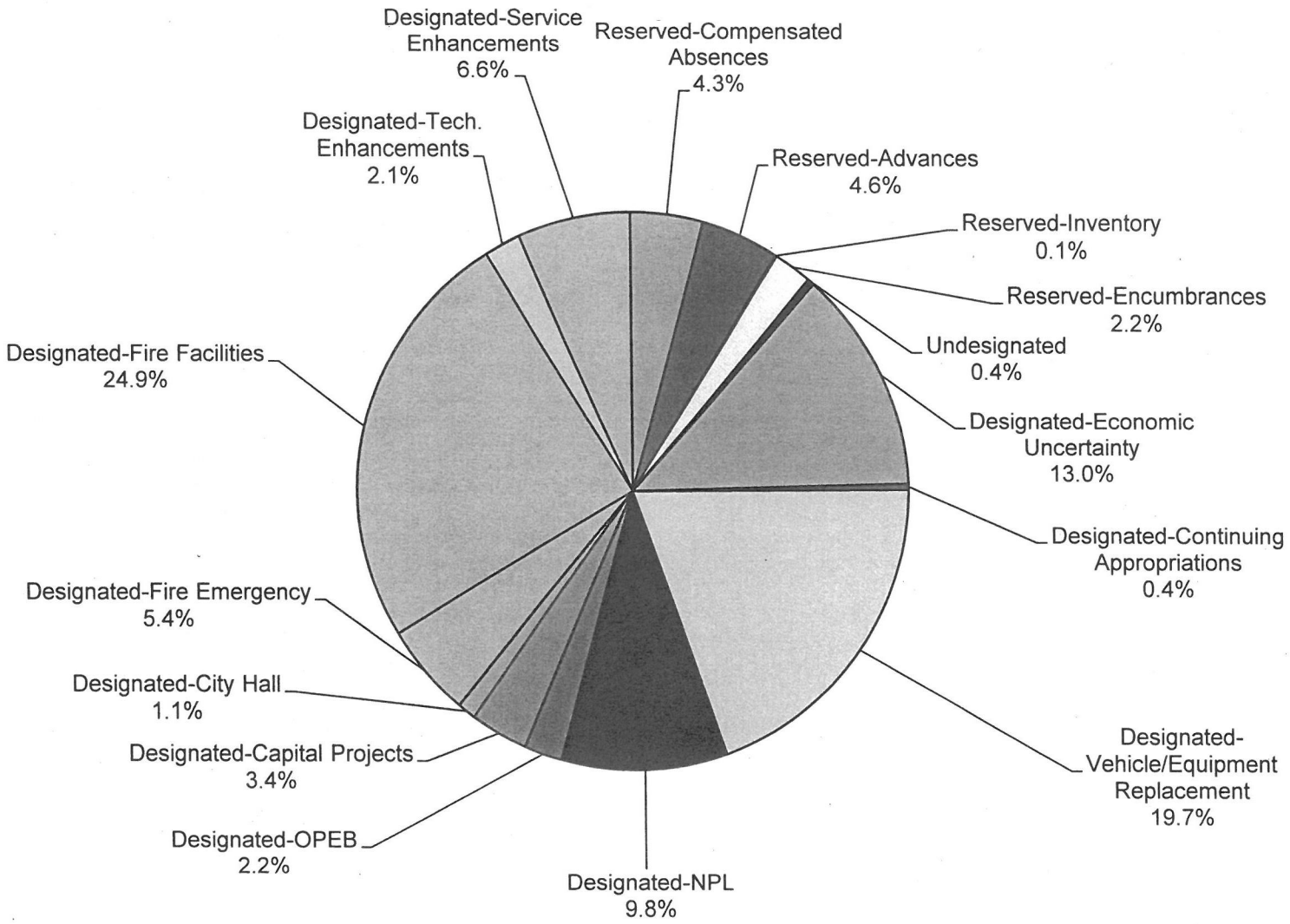
Treasurer's Report



Cash & Investments



General Fund Reserves



STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Shawna Bryant, George Hills Company, Claims Adjuster

SUBJECT: Claim Consideration – Page Thompson

RECOMMENDATION: George Hills Company recommends the City Council reject the claim.

BACKGROUND: The Claim was received in the City Clerk's Office on April 12, 2023. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

C:\MyFiles\WPDATA\StaffReports\cc special STF.wpd

Approved _____	Motion _____	Second _____	Agenda Item No. 5
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

B Hughes

City Clerk

City Manager

GEORGE HILLS
Our minds over your matters.

April 18, 2022

Betty Hughes
City of Highland

RE:		
	Client:	City of Highland
	Claim Number:	GHC0055803
	Date of Loss:	04/05/2023
	Claimant:	Page Thompson

Dear Ms. Hughes:

We have reviewed the above captioned claim and request that you take the action indicated below:

- **Please issue a non jurisdictional notice of rejection to commence the statute of limitations.**

Please provide us with a copy of the notice once sent.

Should you have any questions, please feel free to contact the undersigned.

Kindest Regards,
George Hills Company, Inc.

Shawna Bryant

Shawna Bryant
Claims Adjuster
Direct Dial: (916) 352-7799
Email: Shawna.bryant@georgehills.com

PO BOX 278, RANCHO CORDOVA, CA 95741

City of
HIGHLAND
Inc. 1987

April 12, 2023

Patti Schneiders
Claims Processor
Rancho Cordova Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): Page Thompson
Incident Date: April 6, 2023

Dear Patti:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on April 12, 2023, by the above referenced claimant(s). Note: The location stated in the claim may not be within the City of Highland's jurisdiction. City limit lines "jog" around in this area. Please review and advise this office on the appropriate action to be taken. This item will be tentatively scheduled for the City Council regular meeting of Tuesday, May 9, 2023, pending your recommendation.

If you have any questions, please contact Chuck Dantuono at (909) 864-6861, ext. 224 or myself at ext. 226.

Sincerely,

Betty Hughes

Betty Hughes, MMC
City Clerk

cc: Joseph Hughes, City Manager
Chuck Dantuono, Director of Administrative Services
Maricela Marroquin, City Attorney

claims\george hills letters\gh page thompson ltr.docx

Mayor Larry McCallon | **Mayor Pro Tem** Penny Lilburn | **City Council** Jesse Chavez-Cordova | **City Council** Anaeli Solano | **City Council** John P. Timmer | **City Manager** Joseph A. Hughes
27215 Base Line • Highland, CA 92346
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org

RECEIVED

APR 12 2023

CITY OF HIGHLAND
CITY CLERK

Do not write in this space.
For office use only:

Received:_____

By:_____

☒ Mail ☐ In person

CLAIM AGAINST THE CITY OF HIGHLAND

(For damages to persons or personal property)

A claim must be filed with the City Clerk within 180 days after which the incident or event occurred. Be sure your claim is against the City of Highland and not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to:

CITY CLERK, CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, ext. 226

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

NOTICE: PER GOVERNMENT CODE SECTION 910.4, THIS FORM MUST BE USED IN ORDER TO COMPLY WITH SECTIONS 910 AND 910.2 OF THE GOVERNMENT CODE.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND:

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant Page L. Thompson

   a. Complete Address of Claimant, including City, State and Zip Code:

   1900 DUKE ST. REDLANDS, CA. 92374

   b. Phone Number (909)

   c. Date of Birth 09/28/1965

d. Driver's License/State Identification Card Number:

Issued by which State: CALIFORNIA

__X__ Driver's License _____ Identification Card

Expiration Date: 09/28/2027

2. Name, telephone and address to which claimant desires notices to be sent, if other than above:

3. Occurrence or event from which the claim arises:

a. Date of occurrence 04/06/2023

b. Time of occurrence 4:20 PM (APPROX)

c. Place of occurrence (Exact and specific location)

Southbound lane Alabama St. Just past 3rd St intersection

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage (use additional paper if necessary).

Merged onto Alabama from 3rd st and hit a large pothole that popped BOTH driverside tires + damaged rims.

e. What particular action by the City, or its employees, caused the alleged damage or injury?

Failure to repair the road.

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

No injuries. Popped both driver side tires and damaged the rims on my 2023 Toyota Camry XSE

Cost to repair was: $968.37. (Bill attached).

5. Give the name(s) of the City employee(s) causing the damage or injury:

N/A

6. Name and address of any other person injured:

N/A

N/A

7. Name and address of the owner of any damaged property:

N/A

N/A

8. Damages Claimed:

a. Amount claimed as of this date: $ 968.37

b. Estimate amount of future costs: $ Ø

c. Total amount claimed: $ 968.37

d. Basis for computation of amounts claimed. **Include copies of all bills, invoices, estimates, etc.**:

[redacted]

[redacted]

9. Names and addresses of all witnesses, hospitals, doctors, etc.

a. N/A

b. _____

c. _____

d. _____

e. _____

10. Any additional information which might be helpful in considering this claim:

N/A

N/A

N/A

N/A

N/A

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

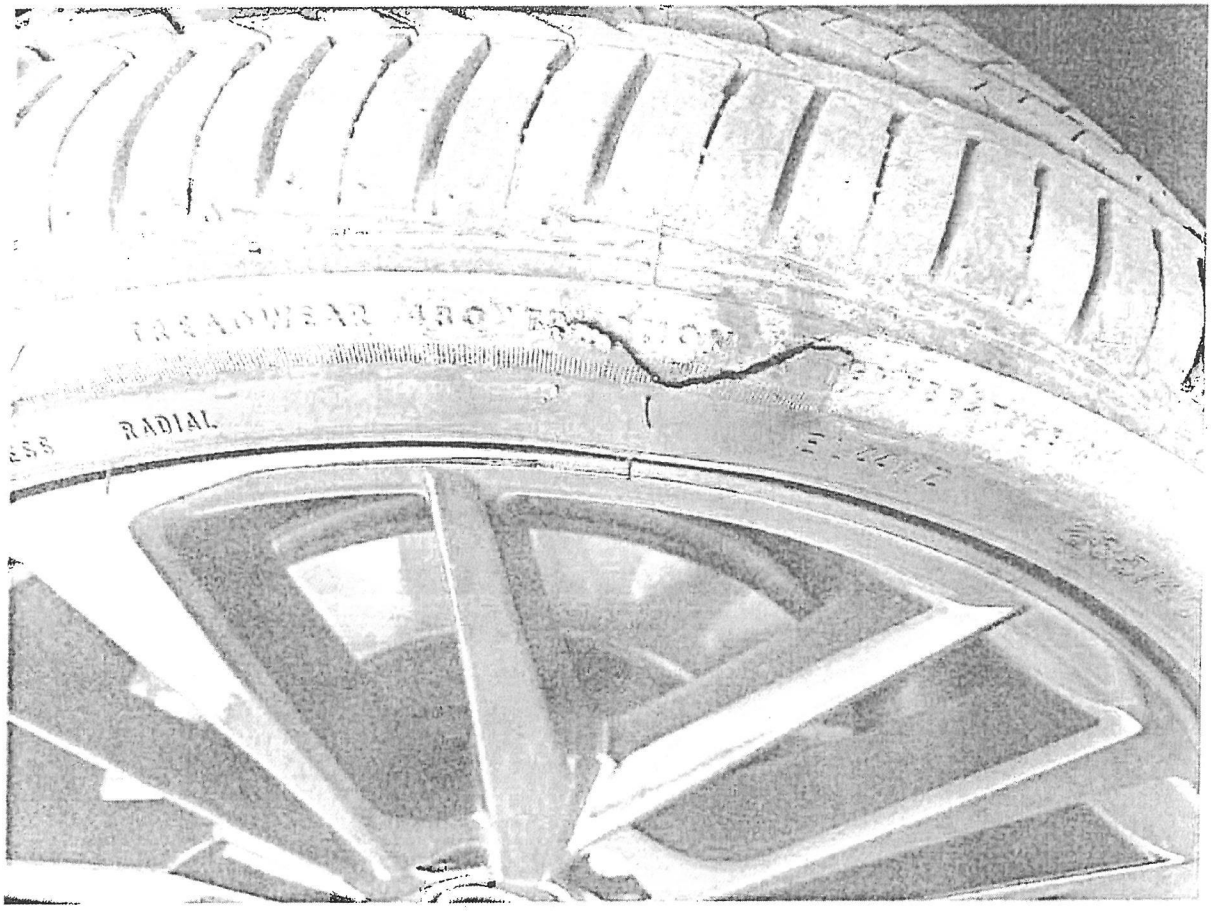
Signed at: San Bernardino, CA.
City and State

Date: 04-09-2023

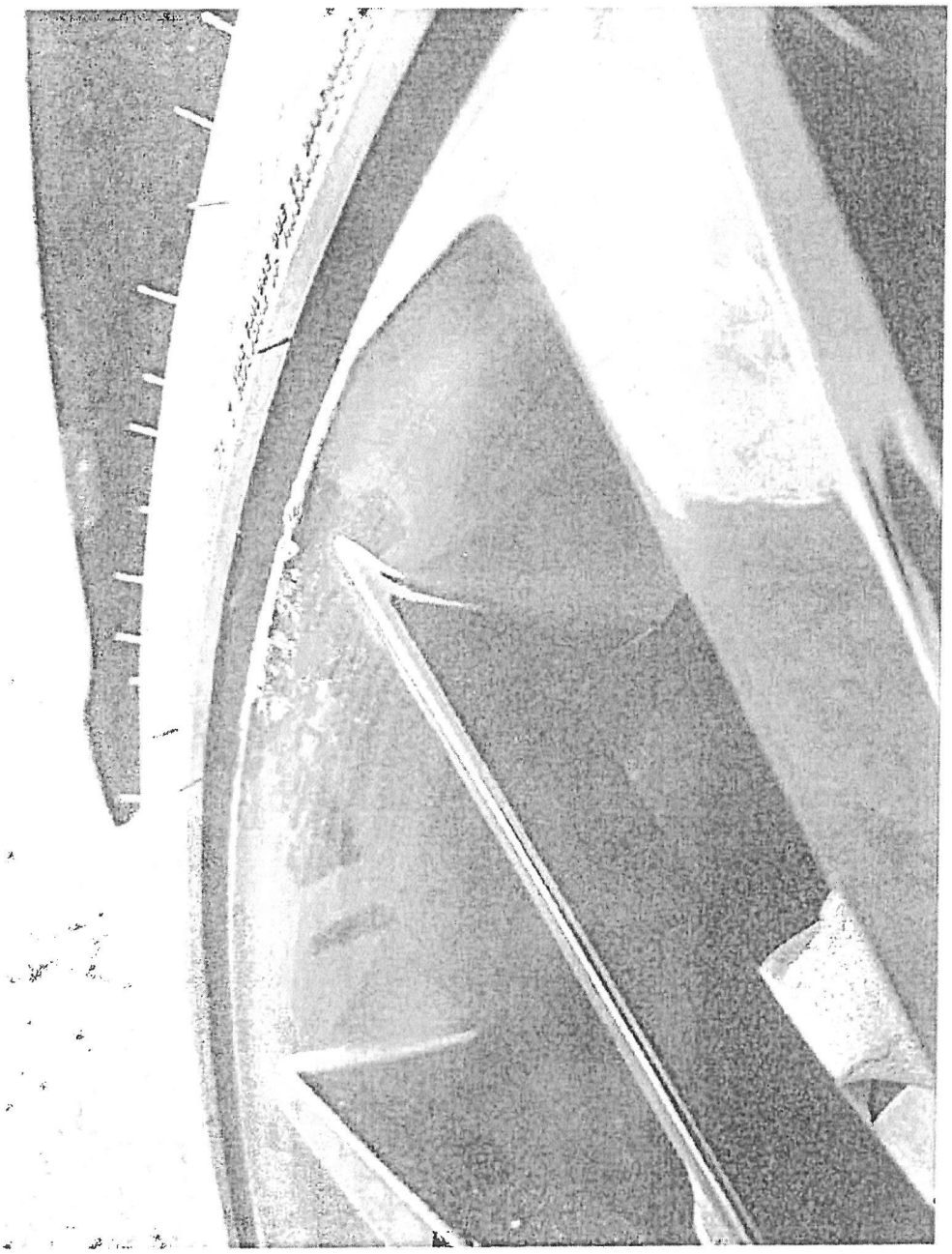
Page L Thompson
Signature of Claimant

Page L Thompson
Printed name of person signing above


G Market-
or, Beer & Wine
Highland
Equipment Rental
Top Kebab
3rd St
CDL of
California
Dishon
Surecast We
Alabama St
Dry Creek


RADIAL


0623







TOYOTA OF REDLANDS
921 NEW YORK STREET
REDLANDS, CA 92373

04/07/2023 10:36:50

CREDIT CARD

VISA SALE

Card #	
Chip Card:	VISA CREDIT
AID:	A0000000031010
ATC:	002A
ARQC:	6B413715408B6404
SEQ #:	11
Batch #:	1337
INVOICE	6381180
Approval Code:	718822
Entry Method:	Chip Read
Mode:	Issuer

SALE AMOUNT $968.37

CUSTOMER COPY

TOYOTAREDLANDS

921 New York St
Redlands, CA 92374
Phone: (909) 793-0300
Fax: (909) 798-3382

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m. Saturday

R/O Open Date	R/O Number
04/07/23	6381180/1
R/O Close Date	**Status**
04/07/23	Final
Mileage In	**Mileage Out**
256	257
Service Advisor / Tag #	
VASILIOS ARABAT/H615*W*	

BAR# ARD00111525 EPA# CAL00330566

THOMPSON, PAGE L
1900 DUKE ST
REDLANDS, CA 92374

Work Phone	Vehicle Identification Number	
909-474-8460		
Home Phone	**Delivery Date**	**In-Service Date**
909-	03/31/23	03/31/23

Year	Make	Model	Body	Color	License Number
2023	TOYOTA	CAMRY XSE V6	4D	Wind Chill	

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Cell: 909- Email: pagelee83@gmail.com		
#4 - CONSENT: I AGREE TO BE CONTACTED AT ANY CELL PHONE OR EMAILPROVIDED. I GIVE MY CONSENT TO BE CONTACTED VIAANY MEANS.********** **********		
Sub Total: .00		
#5 - 300TIRECON: TIRE CONCERNINSPECT TIRE AT CUSTOMERS REQUEST AND PROVIDEESTIMATE FOR REPAIR OR REPLACEMENT		
G/S HIT POT HOLE IN ROAD AND TOOK OUT BOTH DRIVERS FRONT AND REAR TIRES. PLEASE CHECK TIRES AND RIMS AND ADVISE.		
Caused by TECH DUPLICATED GUEST CONCERN, BOTH LEFT FRONT ND LEFT REAR TIRES DAMAGED BY POT HOLE, WITH SIDEWALL DAMAGE COMPROMISING EACH TIRE.LEFT FRONT RIM SUFFERED DAMAGE, BUT HELD BEAD. GUEST AUTHORIZED REPLACEMENT OF BOTH LEFT FRONT AND LEFT REAR TIRES.		
Tech: HERNAN (ALEX) (018)		59.09
Installed DT000-00221-BS :235/40R19	2@359.00	718.00
CA TIRE FEE		3.50
TECH REMOVED AND REPLACED LEFT SIDE TIRES. SPARE TRANSFERED BACK TRUNK FOR GUEST. WORK COMPLETED.		

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE."

(SIGNATURE OR INITIALS)

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2010 DEALERTRACK CS SERVICE, Inc. Dealership Application Group (800) 945-1028

TOYOTAREDLANDS

921 New York St
Redlands, CA 92374
Phone: (909) 793-0300
Fax: (909) 798-3382

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m. Saturday

R/O Open Date	R/O Number
04/07/23	6381180/2
R/O Close Date	**Status**
04/07/23	Final
Mileage In	**Mileage Out**
256	257
Service Advisor / Tag #	
VASILIOS ARABAT/H615*W*	

BAR# ARD00111525 EPA# CAL00330566

THOMPSON, PAGE L
1900 DUKE ST
REDLANDS, CA 92374

Work Phone	Vehicle Identification Number	
909-474-8460		
Home Phone	**Delivery Date**	**In-Service Date**
909-	03/31/23	03/31/23

Year	Make	Model	Body	Color	License Number
2023	TOYOTA	CAMRY XSE V6	4D	Wind Chill	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Sub Total: 780.59	
#6 - NONAPPT: CUSTOMER HAS BEEN ADVISED THAT DUE TO NO APPTWALK IN SVC. OR REPAIR IS SUBJECT TO TECHNICIANAVAILABILITY THAT WILL REQUIRE EXTENDED TIME FRAMETO COMPLETE. Sub Total: .00	
#7 - 200TRPRESS: TIRE INFLATION CHECK AND SET TIRE PRESSURESSET TIRE PRESSURES TO FACTORY SPEC LISTED IN THEDRIVERS DOOR JAM OR HIGHER AS WE HAVETO TAKE TEMPERATURE INTO ACCOUNT AND PRESSURES Caused by CHECK TIRE PRESSURES AND INFLATE EACH TIRE TO THE VEHICLES MANUFACTURER S RECOMMENDED TIRE PRESSURE RATING. ALL TIRES AT 38 PSI. Tech: HERNAN (ALEX) (018) PERFORMED TIRE INFLATION SERVICE. ALL TIRES ARE SET AT VEHICLES MANUFACTURER S RECOMMENDED TIRE PRESSURE RATING. Sub Total: .00	
#8 * 300ALIGN: PERFORM ALIGNMENTCHECK AND SET WHEEL ALIGNMENT TO WITHIN FACTORYSPECS ADDED OPERATION Caused by PERFORM FRONT WHEEL ALIGNMENT AND CHECK REAR	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE."

(SIGNATURE OR INITIALS)

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2016 by CENTRALE SYSTEMS, Inc. Dealership Application Group (800) 945-1028

TOYOTA REDLANDS

921 New York St
Redlands, CA 92374
Phone: (909) 793-0300
Fax: (909) 798-3382

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 4:00 p.m. Saturday

R/O Open Date	R/O Number
04/07/23	6381180/3
R/O Close Date	**Status**
04/07/23	Final
Mileage In	**Mileage Out**
256	257
Service Advisor / Tag #	
VASILIOS ARABAT/H615*W*	

BAR# ARD00111525 EPA# CAL00330566

THOMPSON, PAGE L
1900 DUKE ST
REDLANDS, CA 92374

Work Phone	Vehicle Identification Number	
909-474-8460		
Home Phone	**Delivery Date**	**In-Service Date**
909-	03/31/23	03/31/23

Year	Make	Model	Body	Color	License Number
2023	TOYOTA	CAMRY XSE V6	4D	Wind Chill	

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
WHEEL ALIGNMENT AS REQUIRED Tech: HERNAN (ALEX) (018) ALIGNMENT COMPLETED AS REQUIRED PER FACTORY SPECIFICATIONS. ALIGNMENT WARRANTED FOR 30 DAYS OR 500 MILES AGAINST WORKMANSHIP Sub Total: 124.95 DOT# 7X18JB30923	124.95

Please Note: DT00000221BS

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

"I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE."

(SIGNATURE OR INITIALS)

LABOR	184.04
PARTS	721.50
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	62.83
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	968.37
DRAWER 1-CREDIT	968.37

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2013 DEALERTRACK SYSTEMS, Inc. Dealership Application Group (800) 945-1928

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Shawna Bryant, George Hills Company, Claims Adjuster

SUBJECT: Claim Consideration – David Vega

RECOMMENDATION: George Hills Company recommends the City Council reject the claim.

BACKGROUND: The Claim was received in the City Clerk's Office on April 11, 2023. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

C:\MyFiles\WPDATA\StaffReports\cc special STF.wpd

Approved _____	Motion _____	Second _____	Agenda Item No. 6
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

D Hughes
City Clerk

City Manager

GEORGE HILLS
Our minds over your matters.

April 19, 2022

Betty Hughes
City of Highland

RE:		
	Client:	City of Highland
	Claim Number:	GHC0055647
	Date of Loss:	04/04/2023
	Claimant:	David, Vega

Dear Ms. Hughes:

We have reviewed the above captioned claim and request that you take the action indicated below:

- **Please issue a standard rejection to commence the statute of limitations.**

Please provide us with a copy of the notice once sent.

Should you have any questions, please feel free to contact the undersigned.

Kindest Regards,
George Hills Company, Inc.

Shawna Bryant

Shawna Bryant
Claims Adjuster
Direct Dial: (916) 352-7799
Email: Shawna.bryant@georgehills.com

PO BOX 278, RANCHO CORDOVA, CA 95741

City of
HIGHLAND
Inc. 1987

April 11, 2023

Patti Schneiders
Claims Processor
Rancho Cordova Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): David Vega
Incident Date: April 4, 2023

Dear Patti:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on April 11, 2023, by the above referenced claimant(s). Note: The location stated in the claim may not be within the City of Highland's jurisdiction. City limit lines "jog" around in this area. Please review and advise this office on the appropriate action to be taken. This item will be tentatively scheduled for the City Council regular meeting of Tuesday, May 9, 2023, pending your recommendation.

If you have any questions, please contact Chuck Dantuono at (909) 864-6861, ext. 224 or myself at ext. 226.

Sincerely,

Betty Hughes

Betty Hughes, MMC
City Clerk

cc: Joseph Hughes, City Manager
Chuck Dantuono, Director of Administrative Services
Maricela Marroquin, City Attorney

claims\george hills letters\gh vega ltr.docx

Mayor Larry McCallon | **Mayor Pro Tem** Penny Lilburn | **City Council** Jesse Chavez-Cordova | **City Council** Anaeli Solano | **City Council** John P. Timmer | **City Manager** Joseph A. Hughes

27215 Base Line • Highland, CA 92346
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org

RECEIVED

APR 11 2023

CITY OF HIGHLAND
CITY CLERK

Do not write in this space.
For office use only:

Received:_____

By:_____

☐ Mail ☐ In person

CLAIM AGAINST THE CITY OF HIGHLAND

(For damages to persons or personal property)

A claim must be filed with the City Clerk within 180 days after which the incident or event occurred. Be sure your claim is against the City of Highland and not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to:

CITY CLERK, CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, ext. 226

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

NOTICE: PER GOVERNMENT CODE SECTION 910.4, THIS FORM MUST BE USED IN ORDER TO COMPLY WITH SECTIONS 910 AND 910.2 OF THE GOVERNMENT CODE.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND:

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant DAVID VEGA

   a. Complete Address of Claimant, including City, State and Zip Code:

   APPLE VALLEY CA, 92307

   b. Phone Number (909)

   c. Date of Birth 06/27/95

d. Driver's License/State Identification Card Number:

—

Issued by which State: CA

✓ Driver's License ____ Identification Card

Expiration Date: 06 / 27 / 2027

2. Name, telephone and address to which claimant desires notices to be sent, if other than above:

SAME AS ABOVE

3. Occurrence or event from which the claim arises:

a. Date of occurrence 4/4/23

b. Time of occurrence 2015

c. Place of occurrence (Exact and specific location)

VICTORIA AVE & FIFTH ST

BEFORE REACHING VICTORIA AVE ON FIFTH ST.

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage (use additional paper if necessary).

MY VEHICLE HIT POTHOLE ON FIFTH ST. TRAVELING WESTBOUND CAUSING A FLAT TIRE BEYOND REPAIR.

e. What particular action by the City, or its employees, caused the alleged damage or injury?

NOT PROPERLY MAINTAINING CITY ROADS.

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

NO INJURIES.
JUST CAUSED A FLAT TIRE ON MY VEHICLE BEYOND REPAIR. IT REQUIRED A NEW TIRE.

5. Give the name(s) of the City employee(s) causing the damage or injury:

6. Name and address of any other person injured:

N/A

7. Name and address of the owner of any damaged property:

DAVID VEGA
16277 VIHO RD APT. #3 APPLE VALLEY CA, 92307

8. Damages Claimed:

a. Amount claimed as of this date: $ 394.75

b. Estimate amount of future costs: $ —

c. Total amount claimed: $ 394.75

d. Basis for computation of amounts claimed. **Include copies of all bills, invoices, estimates, etc.**:

WILL INCLUDE COPY OF WORK ORDER FOR NEW TIRE

9. Names and addresses of all witnesses, hospitals, doctors, etc.

a. _____

b. _____

c. _____

d. _____

e. _____

10. Any additional information which might be helpful in considering this claim:

I AM A PARAMEDIC WHO SERVES THE COMMUNITY & SEEKING COMPENSATION FOR MY VEHICLES TIRE, THIS IS A NEWER VEHICLE WHO'S TIRES WERE ALL IN SUITABLE CONDITION PRIOR TO HITTING THIS POTHOLE.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM. PENAL CODE S72; INSURANCE CODE S556.1.

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Signed at: APPLE VALLEY, CA
City and State

Date: 4/10/23

Signature of Claimant

DAVID VEGA
Printed name of person signing above

CUSTOMER #: 105281
UNIT# P12331
DAVID VEGA
ALEXANDRIA ROSE VEGA

APPLE VALLEY, CA 92307
HOME:909 CONT:909
BUS: CELL:

493951

INVOICE

PAGE 2

SERVICE ADVISOR: 567 YESENIA AGUILAR

MERCEDES-BENZ OF ONTARIO
A FLETCHER JONES COMPANY
3787 E. Guasti Rd. · Ontario, CA 91761
Phone (909) 212-8500 · Fax (909) 212-8598
www.mbontario.com
OPEN
MON-FRI 7:00 AM to 7:00 PM
SAT 7:00 AM to 4:00 PM
BAR # ARD 269917 EPA: CAL000375245

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
POLARWHI	20	MERCEDES-BENZ CLA250			16961/16962	T15441

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
27NOV22 IS			17:00 05APR23		264.95	CASH	05APR23

R.O. OPENED	READY	OPTIONS: SOLD-STK:P12331 TRN:A
05APR23	05APR23	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
				check and correction as mandated by state law AB32			
				250778 CP		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:							0.00
16961 Check, correct and record tire pressure according to manufacturer specifications. Right Front PSI_38_ Left Front PSI _38_ Right Rear PSI _34_ Left Rear PSI _34_							
**********							
D	PROVIDE COURTESY CAR WASH AT COMPLETION OF SERVICE A $24.95 VALUE						
	11			PROVIDE COURTESY CAR WASH AT COMPLETION OF SERVICE A $24.95 VALUE			
				250778 CP		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:							0.00
**********							
E	DISCLOSURE:YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR VEHICLE MAY BE SERVICED OR REPAIRED AT OUR OFFSITE SERVICE CENTER LOCATED AT 305 SEQUOIA AVE. ONTARIO, CA 91761._____CUSTOMER INITIALS						
				OFFSITE DISCLOSURE:YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR VEHICLE MAY BE SERVICED OR REPAIRED AT OUR OFFSITE SERVICE CENTER LOCATED AT 305 SEQUOIA AVE. ONTARIO, CA 91761._____CUSTOMER INITIALS			
				250778 CP		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:							0.00
**********							

Reserved by Michael Desmond
David Vega 15441

NOTICE TO CONSUMER
PLEASE READ IMPORTANT INFORMATION ON BACK.

I acknowledge notice and oral approval of an increase in the original estimated price.

X_____

ALL PARTS ARE NEW PARTS UNLESS STATED OTHERWISE.

DESCRIPTION	TOTALS
LABOR AMOUNT	35.00
PARTS AMOUNT	332.25
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	1.75
TOTAL CHARGES	369.00
LESS INSURANCE	0.00
SALES TAX	25.75
PLEASE PAY THIS AMOUNT	394.75

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 SIZE - IMAGING

CUSTOMER COPY

Betty Hughes

From: Sonja Flynn
Sent: Tuesday, April 11, 2023 7:58 AM
To: Betty Hughes
Subject: FW: Claim form
Attachments: MB-Ontario Invoice .pdf; Claim 34.pdf; Claim 14.pdf; Claim 24.pdf; Claim 44.pdf

Grand rising Betty,

This complaint came in on IWorQ. I spoke with the complainant yesterday and sent them the link to the Claim form as they requested. I also requested PW team verify this pothole as I haven't received any other complaints at this location in our jurisdiction however, I have received many within the City of San Bernardino limits here.

Peace and blessings,

Sonja Flynn
Engineering Tech II

(909) 864-6861, ext. 217
City of Highland
27215 Base Line
Highland, CA 92346
Email: sflynn@cityofhighland.org Web: www.cityofhighland.org

From: David Vega
Sent: Monday, April 10, 2023 9:23 PM
To: Sonja Flynn <sflynn@cityofhighland.org>
Subject: Re: Claim form

EXTERNAL EMAIL: Do not click on links or open attachments unless you know the content is safe.

Hi Sonja,

Please find the claim document attached. I apologize for sending each individual page but all pages are there along with supporting documentation (invoice) for the tire damage I received as mentioned per our telephone call.

Please let me know if you have any further questions.

Thank you,

David Vega
On Monday, April 10, 2023, 12:55 PM, Sonja Flynn <sflynn@cityofhighland.org> wrote:

> Good vibes David,

Per our conversation, please fill out and follow the instructions on the form in the link provided and email it back to me along with any additional documents for processing and analysis.

https://www.cityofhighland.org/DocumentCenter/View/2394/Claim-Form-PDF

Thank you,

Sonja Flynn

Engineering Tech II

(909) 864-6861, ext. 217

City of Highland

27215 Base Line

Highland, CA 92346

Email: sflynn@cityofhighland.org Web: www.cityofhighland.org

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

REVIEWED BY: Chuck Dantuono, Director of Administrator Services/City Treasurer
Shawna Bryant, George Hills Company, Claims Adjuster

SUBJECT: Claim Consideration – Allen Mealey

RECOMMENDATION: George Hills Company recommends the City Council reject the claim.

BACKGROUND: The Claim was received in the City Clerk's Office on April 13, 2023. It was then sent to the City's claim adjuster, George Hills Company, who is recommending the claim be rejected.

C:\MyFiles\WPDATA\StaffReports\cc special STF.wpd

Approved _____	Motion _____	Second _____	Agenda Item No. 7
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

GEORGE HILLS
Our minds over your matters.

April 19, 2022

Betty Hughes
City of Highland

RE:		
	Client:	City of Highland
	Claim Number:	GHC0056265
	Date of Loss:	03/27/2023
	Claimant:	Allen Mealey

Dear Ms. Hughes:

We have reviewed the above captioned claim and request that you take the action indicated below:

- **Please issue a non jurisdictional rejection to commence the statute of limitations.**

Please provide us with a copy of the notice once sent.

Should you have any questions, please feel free to contact the undersigned.

Kindest Regards,
George Hills Company, Inc.

Shawna Bryant

Shawna Bryant
Claims Adjuster
Direct Dial: (916) 352-7799
Email: Shawna.bryant@georgehills.com

PO BOX 278, RANCHO CORDOVA, CA 95741

City of
HIGHLAND
Inc. 1987

April 17, 2023

Patti Schneiders
Claims Processor
Rancho Cordova Office
PO Box 278
Rancho Cordova, CA 95741

Re: Claimant(s): Allen Mealey
Incident Date: March 27, 2023

Dear Patti:

Enclosed is a copy of a Claim received and filed in the Office of the City Clerk on April 13, 2023, by the above referenced claimant(s). Note: The location stated in the claim may not be within the City of Highland's jurisdiction. City limit lines "jog" around in this area. Please review and advise this office on the appropriate action to be taken. This item will be tentatively scheduled for the City Council regular meeting of Tuesday, May 9, 2023, pending your recommendation.

If you have any questions, please contact Chuck Dantuono at (909) 864-6861, ext. 224 or myself at ext. 226.

Sincerely,

Betty Hughes

Betty Hughes, MMC
City Clerk

cc: Joseph Hughes, City Manager
Chuck Dantuono, Director of Administrative Services
Maricela Marroquin, City Attorney

claims\george hills letters\gh allen mealey ltr.docx

Mayor Larry McCallon | **Mayor Pro Tem** Penny Lilburn | **City Council** Jesse Chavez-Cordova | **City Council** Anaeli Solano | **City Council** John P. Timmer | **City Manager** Joseph A. Hughes

27215 Base Line • Highland, CA 92346
Tel: 909.864.6861 • Fax: 909.862.3180 • www.cityofhighland.org

RECEIVED
APR 13 2023
CITY OF HIGHLAND

Do not write in this space.
For office use only:

Received:_____

By:_____
☐ Mail ☐ In person

CLAIM AGAINST THE CITY OF HIGHLAND
(For damages to persons or personal property)

A claim must be filed with the City Clerk within 180 days after which the incident or event occurred. Be sure your claim is against the City of Highland and not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to:

CITY CLERK, CITY OF HIGHLAND
27215 BASE LINE
HIGHLAND CA 92346
(909) 864-6861, ext. 226

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

NOTICE: PER GOVERNMENT CODE SECTION 910.4, THIS FORM MUST BE USED IN ORDER TO COMPLY WITH SECTIONS 910 AND 910.2 OF THE GOVERNMENT CODE.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF HIGHLAND:

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

1. Name of Claimant Allen Mealey

   a. Complete Address of Claimant, including City, State and Zip Code:

   _____

   Yucaipa CA 92399

   b. Phone Number (909) _____

   c. Date of Birth 01/30/1958

Notes:
I Am a elderly, (65) disabled Senior, Low Fixed Income. The original Estimate from Pep Boys was $1,160 Inc. the new Wheel and Tires. I saved the City on Alignment (I have a Pep Boys three Year Plan), ($105) and the Wheel ($641) by having the Wheel Repaired Instead ($120)...
→ Mark is the Manager at Pep Boy. Yucaipa (909) 790-6841

d. Driver's License/State Identification Card Number:

Issued by which State: California

X Driver's License _____ Identification Card

Expiration Date: 01/30/2026

2. Name, telephone and address to which claimant desires notices to be sent, if other than above:

Same As Above

3. Occurrence or event from which the claim arises:

a. Date of occurrence 03/27/2023

b. Time of occurrence 2:00 AM

c. Place of occurrence (Exact and specific location)

Highland & Victoria Near The Arco & The Motel 6 Hit A severe pothole late at night

Highland & Victoria Near The Arco & The Motel 6 Hit A severe pothole late at night

d. How and under what circumstances did damage or injury occur? Specify the particular occurrence, event, act or omission you claim caused the injury or damage (use additional paper if necessary).

Highland & Victoria Near The Arco & The Motel 6 Hit A severe pothole late at night

Highland & Victoria Near The Arco & The Motel 6 Hit A severe pothole late at night

e. What particular action by the City, or its employees, caused the alleged damage or injury?

Failure To Repair Potholes After Numerous Citizen Compaints

Notes: The incident occured Late at Night leaving the CASINO. When we returned to the CASINO two days later on Tuesday, the Potholes were suddenly Repaved. You can get That INFO from your Public Works Department.

4. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim. If there were no injuries, state "no injuries".

Vehicle Damage 2022 Mazda 3 Select Soul Red Hatchback. Left Front Rim, 2 Tires. No Injuries

(See Attached Veh Reg & DL Copies)

5. Give the name(s) of the City employee(s) causing the damage or injury:

City Of Highland Public Works / Engineering

6. Name and address of any other person injured:

Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399 (Same As Above)

Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399 (No Injuries)

7. Name and address of the owner of any damaged property:

Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399

Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399

8. Damages Claimed:

a. Amount claimed as of this date: $584.19 + ↴

b. ~~Estimate amount of future costs:~~ $14.52 (5 Tables (Copies) (A) 4-11-2023

c. Total amount claimed: ~~$584.19~~ $598.71 Total (A)

d. Basis for computation of amounts claimed. **Include copies of all bills, invoices, estimates, etc.**:

~~Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399~~

~~Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399~~

See Attached Receipts. (1) Americas Tires (2) $464.19 (3) The Wheel Lab San Bernardino CA 8120 - They Are Cash, No Receipts... Call (840) 888-7820.

9. Names and addresses of all witnesses, hospitals, doctors, etc.

a. Mazda Roadside Assistance - I waited 4.5 hours! (800) 866-1998

b. _____

c. _____

d. _____

e. _____

10. Any additional information which might be helpful in considering this claim:

~~Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399~~ The Pothole was very large &
~~Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399~~ Deep. I Am 65 disabled Low
~~Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399~~ income senior, would really appreciate
~~Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399~~ it if my claim is Paid...
~~Allen Mealey, 12830 6Th St Spc 15, Yucaipa CA 92399~~ Thanks, Allen Mealey 4-11-23

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM, PENAL CODE S72; INSURANCE CODE S556.1.

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

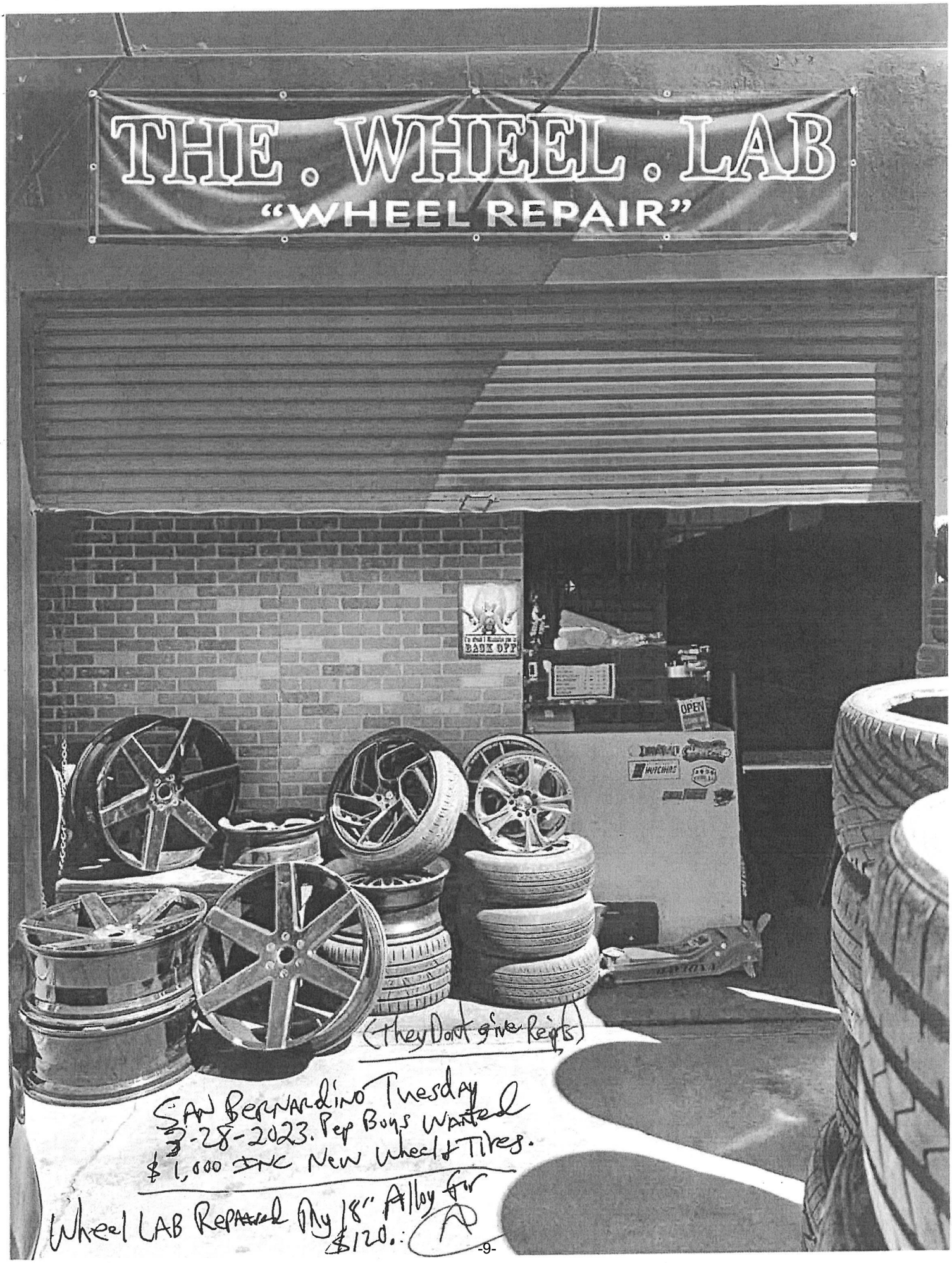
Signed at: Yucaipa CA
City and State

Date: 04/11/2023

Signature of Claimant

Allen Mealey
Printed name of person signing above


Damage on
Highway 3-27-23
2:00 AM. It
took 4.5 Hours
For Roadside Assistance
TO Arrive...
-D


THE . WHEEL . LAB
"WHEEL REPAIR"
BACK OFF
OPEN
HUTCHINS
(They Don't give Rights)
San Bernardino Tuesday 3-28-2023. Pep Boys Wanted $1,000 INC New Wheel + Tires.
Wheel LAB Repaired My 18" Alloy for $120.:

Damage


Damage

3-27-23 2:00 AM Pothole (1) Near Two Guys Pasta



Staples

Low price. Every item. Every day.
Store No: 1381
33730 Yucaipa Blvd
Yucaipa, CA, 92399
(909) 797-7711

262626 00 026 91584

Receipt #: 91584 04/03/2023 17:40

Qty	Description	Amount
1	Print From Email - 2821516 (1 @ $ 6.740) - Standard 28 lb. 8.5 x 11" - Color - Black & White	6.74
1	Print From Email - 2821516 (1 @ $ 6.740) - Standard 28 lb. 8.5 x 11" - Color - Black & White	6.74

SubTotal 13.48
Standard Tax 7.75% 1.04
Total Photocopies USD $ 14.52

Visa #
Swipe
Auth No.: 154106

The Cardholder agrees to pay the Issuer of the charges card is accordance with the agreement between the Issuer and the Cardholder.

Compare and Save
With Staples-brand products
THANK YOU FOR SHOPPING AT STAPLES!

(1) Did not charge for Towing - Free with Mazda Roadside Assistance...

(2) Did not charge for Alignment, Free with Pep Boys (3) year plan...

THIS IS YOUR SIGN

Try Staples® and see the difference.

$15 off
signs, banners or posters when you spend $75 or more.
Valid through 4/29/23
Coupon code: 27582

Valid online at staples.com/services/printing or in Staples® U.S. stores on custom signs, posters or banners. Excludes Daily Deals, Auto Restock orders and Instacart orders. While supplies last. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be presented to cashier if purchased in-store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. Coupon value applied pre-tax. Expires 4/29/23.

Staples

20% off
UPS® express shipping services.
Valid through 4/29/23
Coupon code: 60495

Valid in Staples® U.S. stores only on UPS® Express Shipping services. Not valid on Instacart orders. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied by cashier. Coupon not valid if purchased or sold and must be presented to associate at time of checkout. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. No cash/credit back. Coupon value applied pre-tax. Expires 4/29/23.

Staples

40% off
custom cards and invitations.
Valid through 4/29/23
Coupon code: 94670

Valid online at staples.com/services/printing or in Staples® U.S. stores. Not valid on weddings.staples.com. Excludes courier/delivery fees. While supplies last. Limit one coupon per customer, nontransferable. Offer is subject to change or cancellation at any time. Each item purchased can only be discounted by one coupon, applied at check out. Coupon not valid if purchased or sold and must be presented to cashier if purchased in-store. No cash/credit back. Not valid on prior purchases or purchases made with Staples Advantage In-store Purchase Program. Coupon value applied pre-tax. Expires 4/29/23.

Staples

HAM1423

AMERICA'S TIRE

3/29/2023
3:55 PM

ALLEN MEALEY

YUCAIPA, CA 92399

2022 MAZDA
3 HATCHBACK
18"BASE SELECT

Miles: 26,436
Torque Specs: 105

CAL 23 CA#
2099 E WASHINGTON ST
COLTON, CA 92324
909.430.0310

Invoice #
2390932

Salesperson 624
ROUVIN R
Estimated Completion Time 04:30 PM

Layaway Acct
1760082310

Article	Qty	Description	FET	Price	Amount
		* THIS IS NOT A SALES INVOICE! – LAYAWAY DEPOSIT *			
37468	2	215 /45 R18 93W XL BSW		165.00	330.00
NRM		KUM ECSTA PA51			
		TIRE MILEAGE WARRANTY: 45000			
BOLT PATTERN: 5–114.3					
INFLATION F:37 R:37					
80017	2	CERTIFICATES FOR		27.86	55.72
NRM		REFUND, REPLACEMENT			
		For tire certificate details, see			
		www.americastire.com/customer–service/certificates			
80075	2	STATE REQUIRED		1.75	3.50
NRM		TIRE FEE			
80224	2	WASTE TIRE		2.50	5.00
NRM		DISPOSAL FEE			
80219	2	INSTALLATION &		22.00	44.00
NRM		LIFE OF TIRE MAINTENANCE			
		Terms and Conditions can be found at			
		www.americastire.com/customer–service/invoice–terms			

When replacing less than four tires, America's Tire recommends that the new tires will be placed on the rear of the vehicle

Sub Total:	438.22
Sales Tax:	25.97
Sales Total:	464.19
Tendered Today:	.00
Tendered Total:	.00
Balance Due:	464.19

www.americastire.com/tire–registration

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Records Destruction Authorization

RECOMMENDATION: That the City Council approve the destruction of certain records.

FISCAL IMPACT: Minimal – utilizing existing service with Shred-It.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: In compliance with the city-wide records retention schedule adopted by the City Council on February 25, 2020, the Director of Administrative Services requests approval to destroy the records. The list has been reviewed and approved by the City Attorney.

The following records shall be retained for six years after audit and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for tax years 2011-2015.

1. IRS Tax Forms (W2)
2. Time Cards/Sheets

The following records shall be retained for five years after audit and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for tax years 2011-2015.

1. Payroll Reports
2. Payroll, Tax Reports

Approved _____ Motion _____ Second _____ Agenda Item No. 8

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager

The following records shall be retained for two years after audit and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for tax years 2011-2015.

1. Reports, Labor Distribution

The following records shall be retained for five years after termination and may be subsequently destroyed. Staff is requesting approval be given to destroy records in this category which are dated for years 2011-2015.

1. Retirement

CITY OF HIGHLAND

RECORDS DESTRUCTION FORM

DEPARTMENT/DIVISION	Total # of Boxes:
Human Resources	15

DEPARTMENT HEAD APPROVAL:	DESTRUCTION METHOD:
I hereby certify that the records to be disposed of are in compliance with the current retention schedule for the City of Highland. I certify these records are not the subject of any claim, litigation, investigation or audit. Department Head Signature 7/12/2023 Date	The scheduled records listed below are to be disposed of in the manner checked below: ☒ Shredding (outside vendor) ☐ Discard

A. Description of Record(s)	B. Inclusive Dates of Documents
IRS Tax Forms (W-2)	Tax years 2011-2015
Payroll Reports	Tax years 2011-2015
Payroll, Tax Reports	Tax years 2011-2015
Reports, Labor Distribution	Tax years 2011-2015
Retirement	Tax years 2011-2015
Time Cards/Sheets	Tax years 2011-2015

APPROVALS:

_____ _____
City Attorney Date

I certify that such destruction meets the requirements of the City's Records Retention Schedule approved by City Council Resolution No. 2020-008.

_____ _____
City Clerk Date

C:\MyFiles\WPDATA\Forms\destroy records and disposal form.wpd

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director
Betty Hughes, MMC, City Clerk

PREPARED BY: Camille Goritz, Administrative Assistant III CG

SUBJECT: Declare One (1) Seat Vacant on the Historic and Cultural Preservation Board

RECOMMENDATION: Staff recommends the City Council:

1. Declare one (1) seat vacant on the Historic and Cultural Preservation Board; and

2. Direct the City Clerk to advertise the vacancies on the Historic and Cultural Preservation Board.

PUBLIC NOTICE: The agenda for this item was posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: Pursuant to Chapter 2.20.050 of the Highland Municipal Code, the Historic and Cultural Preservation Board shall consist of five uncompensated voting members appointed by the City Council and serve four-year terms. All members of the board shall have a demonstrated interest in or knowledge of historic preservation and the cultural resources of the city.

Board Member Tyler Brown resigned, therefore, it would be appropriate for the City Council to declare one (1) seat vacant on the Historic and Cultural Preservation Board and direct the City Clerk to advertise and post the vacancy, as required per Government Code § 54970.

Approved _____	Motion _____	Second _____	Agenda Item No. 9
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer CZ

PREPARED BY: Jim Richardson, Public Works Manager

SUBJECT: Contract Streetlight Maintenance Renewal - "Energy Services Agreement"

RECOMMENDATION: It is recommended that the City Council (1) extend the Energy Services Agreement with Yunex LLC (formerly Siemens Industry, Inc.) for one-year, and (2) approve a 0.5% increase to the contract unit prices.

FISCAL IMPACT: All work is to be paid from current budgets.

PUBLIC NOTICE: There was no need to advertise the contract for public bids. The City is simply exercising the option specified in the existing contract at this time. Notices of the City Council agenda were posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: The City currently has a contract with Yunex LLC to maintain all City owned streetlights through June 12, 2023. The streetlight maintenance contract is based on pre-stablished unit prices for maintenance of LED fixtures, LED replacements, graffiti abatement on pull boxes and poles, and pole knockdowns. The actual cost of the annual contract will vary based on available budgets and the City's streetlight maintenance needs. The contract documents establish guidelines for a potential contract increase at the time of the contract renewal based on the US Consumer Price Index. The CPI published in January of 2023 showed a seasonal adjusted average of 0.5% increase for the prior 12 months. The services provided by Yunex LLC have been satisfactory. The contract documents provide the City the option of two one-year contract extensions, and this will be the first one-year contract extension.

Approved _____	Motion _____	Second _____	Agenda Item No. 10
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer CZ

PREPARED BY: Jim Richardson, Public Works Manager

SUBJECT: Contract Renewal - 2021-01 "Tree Trimming and Arborist Service Agreement"

RECOMMENDATION: It is recommended that the City Council extend the Tree Trimming and Arborist Service Agreement with West Coast Arborists, Inc. (Contractor) for one-year.

FISCAL IMPACT: The Contractor has agreed to extend the current Tree Trimming and Arborist Service Agreement for one-year with no change to the current contract price of $53,571.00 which includes unit prices established at bid time for a predetermined list of tree trimming and arborist services. All work is to be paid from current budgets.

PUBLIC NOTICE: There was no need to advertise the contract for public bids. The City is simply exercising the option specified in the existing contract at this time. Notices of the City Council agenda were posted at the three locations per Resolution No. 2011-047 and on the City's website.

BACKGROUND: The City currently has a contract with the Contractor to provide tree trimming services throughout the City. This is an on-call maintenance contract based on pre-established tasks in the bid documents and unit prices from the contractor's bid proposal. The actual amount of the annual contract will vary based on available budgets and the City's tree trimming and arborist maintenance needs. The services provided by the contractor have been satisfactory. The contract documents provide the City the option of four one-year contract extensions, and this will be the second one-year contract extension.

M:\Maintenance\Tree Trimming\2021-01\2021-01 Tree Trimming and Arborist Service Agreement staff report for contract renewal.doc

Approved _____ Motion _____ Second _____ Agenda Item No. 11

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer CZ

PREPARED BY: Melissa Morgan, Public Services Manager

SUBJECT: Street and Drainage Maintenance District 96-1
Annual Report (Fiscal Year 2023/24)

RECOMMENDATION: (1) Adopt Resolution 2023-___ giving preliminary approval of the Annual Report; and

(2) Adopt Resolution 2023-___ setting June 13, 2023 as the date of the protest hearing.

FISCAL IMPACT: Assessment rates for Zones 3, 5, 6, 8, 9,10, 13 and 16 are proposed to be increased the allowable five percent (5%) for Fiscal Year 2022/23. All other existing zones will remain at their current assessment rate.

PUBLIC NOTICE: Public notice is not required prior to the City Council taking action on this matter. However, the Agenda was posted at the three (3) locations within the City, as required by Council Resolution, and on the City's Website.

BACKGROUND: The City's Street Maintenance District 96-1 was established in July, 1996 pursuant to the Benefit Assessment Act of 1982. It was expanded in 1999 to include street and drainage maintenance and renamed as Street and Drainage Maintenance District 96-1. The District will consist of twenty-two zones in fiscal year 2023/24. The District provides for the continued maintenance and future rehabilitation of street and drainage facilities within the benefit zones for the constructed improvements. Maintenance may include, but is not limited to, all of the following: the upkeep, repair, removal or replacement of all or any part of the specified improvements. This shall also include material, vehicle, equipment, capital improvements and administrative costs associated with the annual administration and operation of the District.

Approved _____ Motion _____ Second _____ Agenda Item No. 12

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

B Hughes
City Clerk

City Manager

On February 14, 2023 the City Council adopted Resolution No. 2023-004, which directed the Engineer of Work to make and file with the City Clerk the 2023/24 Report that is attached hereto as Attachment 1. The proposed Resolution, attached hereto as Attachment 2, gives preliminary approval of the Engineer's Report. The proposed Resolution, attached hereto as Attachment 3, sets the Protest Hearing for the regularly scheduled City Council meeting on June 13, 2023.

Attachment:
1) Street and Maintenance District No. 96-1 2023/24 Engineer's Report
2) Resolution No. 2023-___ giving preliminary approval of the Annual Report.
3) Resolution No. 2023-___ setting Protest Hearing for June 13, 2023.

ATTACHMENT # 1

CITY OF HIGHLAND

ENGINEER'S REPORT
FISCAL YEAR 2023-24
STREET AND DRAINAGE MAINTENANCE
DISTRICT NO. 96-1
SAN BERNARDINO COUNTY, CALIFORNIA

April 5, 2023

PREPARED BY

Harris & Associates

101 Progress, Suite 250
Irvine, CA 92618
www.weareharris.com

City of Highland

Street and Drainage Maintenance District No. 96-1

CITY COUNCIL

Larry McCallon, Mayor

Penny Lilburn, Mayor Pro Tem

Jesse Chavez-Cordova, Council Member

Anaeli Solano, Council Member

John P. Timmer, Council Member

CITY STAFF

Joe Hughes, City Manager

Carlos Zamano, Public Works Director

Melissa Morgan, Public Services Manager

HARRIS & ASSOCIATES

Tamorah Bryant, P.E., Assessment Engineer

Carol Hill, Project Manager

TABLE OF CONTENTS

Engineer's Certification 1

Part I - Overview 3

Part II - Plans and Specifications 4

Part III – Cost Estimate 8

Part IV - Method of Assessment 17

Appendix A - Assessment Diagram 27

Appendix B- Assessment Roll 28

ENGINEER'S CERTIFICATION

AGENCY: **THE CITY OF HIGHLAND**

PROJECT: **STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 96-1**

TO: **THE CITY COUNCIL OF THE**
CITY OF HIGHLAND
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2023-24

WHEREAS, the City Council of the City of Highland (the "City"), State of California, under the Benefit Assessment District Act of 1982 (the "1982 Act") established "Street and Drainage Maintenance District No. 96-1, (hereafter referred to as "the District"); and

WHEREAS, Harris & Associates has been directed to prepare and file an Annual Report. The purpose of the proposed assessment covered in this Annual Report is to levy assessments for the existing District for Fiscal Year 2023-24; and

NOW THEREFORE, the following assessment is proposed to be authorized in order to pay the estimated costs of maintenance, operation and servicing of the improvements to be paid by the assessable real property within the boundaries of the District in proportion to the special benefit received.

SUMMARY OF ASSESSMENT

	Fiscal Year 2023-24 As Preliminary Approved	Fiscal Year 2023-24 As Confirmed by Council
Maintenance and Servicing	$18,185	
Incidental Costs	$10,875	
Estimated Total Costs and Expenses	$29,060	
Total Assessments to be levied	$92,243	
Estimated Total Fund Balance 7/1/23	$599,373	
Estimated Total Fund Balance 6/30/24	$662,557	

(Amounts may be off by slightly for rounding)

In making the assessments contained herein pursuant to the Assessment Law:

1. I identified all parcels which will have a special benefit conferred upon them from the improvements described in Part II to this Annual Report (the "Specially Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is included in Appendix A of this Report.

2. I have assessed the costs and expenses of the improvements upon the Specially Benefited Parcels. In making such assessment:

    a. The proportionate special benefit derived by each Specially Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

    b. No assessment has been imposed on any Specially Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

    c. Assessment rates for Zone 3, 5, 6, 8, 9, 10, 13 and 16 were increased by 5% for Fiscal Year 2023-24, pursuant to the ballots approved by the property owners at the time of annexation to the District. All other assessment rates and conditions have not changed from the previous year.

    d. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Annual Report and, to the best of my knowledge, information and belief, the Report, Assessment Diagram, and the Assessments herein have been prepared and computed in accordance with the order of the City Council of the City of Highland and the assessment law.

DATED: April 5, 2023



Harris & Associates

Tamorah Bryant, P.E., Assessment Engineer
R.C.E. No. C67205

PART I – OVERVIEW

Background of District

The City of Highland Street and Drainage Maintenance District No. 96-1 was formed in 1996 to provide a dedicated source of funding for the maintenance of various street and drainage facilities within development projects in the City. New developments within the City have been required to annex into the District as a condition of approval. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed or parcels were annexed to the District. There are a total of 22 zones of benefit within the District. Zones 21 and 22 were added to the report this year.

Reason for Proposed Assessment

Approval of the proposed assessment covered by this Engineer's Report will generate the revenue necessary to:

A. Provide for the continued maintenance and future rehabilitation of street and drainage facilities within the zones of benefit for the improvements described in Section 3.1. Maintenance may include but is not limited to, all of the following: the upkeep, repair, removal or replacement of all or any part of the specified improvements. This shall also include material, vehicle, equipment, capital improvements and administrative costs associated with the annual administration and operation of the District.

B. Zones 2 through 20 include a 5% annual cost of living inflator pursuant to the ballot approved by the property owner. Each year the assessments may be increased a maximum of 5% if approved by City Council.

C. Zones 21 and 22 were annexed to Street and Drainage Maintenance District No. 96-1 for Fiscal Year 2023-24, pursuant to the ballot approved by the property owner. Each year the assessments may be increased a maximum of 5% if approved by City Council.

PART II – PLANS AND SPECIFICATIONS

The District provides for the continued administration, maintenance, operations, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance and servicing including repair, removal or replacement of all or part of the streets, drainage facilities, roads and highways. Servicing means the furnishing of utilities such as water or electric current or energy or gas for the upkeep of the drainage facilities and road surface.

The plans and specifications for the improvements are on file in the Office of the City Engineer of the City of Highland.

Descriptions of the Boundaries of the District

The facilities, which have been constructed within the Street and Drainage Maintenance District No. 96-1 boundaries, and those which shall be subsequently constructed, will be operated, maintained and serviced as generally described as follows:

Zone 1- Street Improvements - consist of the maintenance and servicing of streets, roads and highways, including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the services described as follows:

> Surface repair and replacement as needed within the emergency access road between Base Line and Tract 15663; vandalism abatement and gate repair and replacement.

Zone 2 Storm Drainage Improvements - consists of the maintenance of an open earth channel and a 54" RCP storm drain system which provides flood control protection for Tract 14326, and all storm drain pipes and catch basins within the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 3 Storm Drainage Improvements - consists of the maintenance of an open earth channel, 24" storm drain and catch basins located within the zone along Boulder Avenue south of Base Line constructed by Walgreen's Pharmacy, which provide flood control protection for the parcels. All of these facilities protect the parcels within the zone from flood damage.

Zone 4 Street Improvements - consist of the maintenance and servicing of streets, roads and highways, including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping,

personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the services described as follows:

> Surface repair and replacement as needed within the alley between Carriage Hill Drive and Coachman Lane.

Zone 5 Storm Drainage Improvements - consists of the maintenance of a Portland concrete channel storm drain swale constructed by Tract No. 15375, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 6 Storm Drainage Improvements - consists of the maintenance of a 72" storm drain along Sycamore and catch basins on Streater, which provide flood control protection for Tract 15969 and 15969-1. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 7 Street Improvements - consist of the maintenance and servicing of streets, roads and highways, including but not limited to pavement repair and rehabilitation, restriping, slurry sealing, street sweeping, personnel, electrical energy, utilities such as water, materials, contractual services and other items necessary for the satisfactory operation of the services described as follows:

> Surface repair and replacement as needed within the connector road between Boulder Avenue and Stoney Creek Drive.

Zone 8 Storm Drainage Improvements - consists of the maintenance of a 27" storm drain along Marshall Court from Bruce Street to Base Line, including catch basins, manholes and other appurtenant facilities, which provide flood control protection for Tract 16404. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 9 Storm Drainage Improvements - consists of the maintenance of a 36" storm drain along Highland Avenue, east of City Creek, including catch basins, manholes and other appurtenant facilities constructed by Tract No. 14757, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 10 Storm Drainage Improvements - consists of the maintenance of a 24" storm drain, including catch basins, manholes and other appurtenant facilities, constructed by Tract No. 16607, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 11 Storm Drainage Improvements - consists of the maintenance of a 18", 24" 42" and 48" storm drain, including catch basins, manholes, Portland concrete channels and other appurtenant facilities, constructed by Tract No. 15960, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 12 Storm Drainage Improvements - consists of the maintenance of a 24", 36", 42", 48" and 60" storm drain, including catch basins, manholes, Portland concrete channels and other appurtenant facilities, constructed by Tract No. 16914, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 13 Storm Drainage Improvements - consists of the maintenance of a 18" storm drain, including catch basins, constructed by Tract No. 17590, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 14 Storm Drainage Improvements - consists of the maintenance of a 18", 24", 36", 48", and 54" storm drain, including catch basins, manholes, Portland concrete channels and other appurtenant facilities, constructed by Tract No. 17263, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 15 Storm Drainage Improvements - consists of the maintenance of a 24" storm drain, including catch basins, manholes, and other appurtenant facilities, constructed by Tract No. 18199, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 16 Storm Drainage Improvements - consists of the maintenance of a 18", 30" and 36" storm drain, including catch basins, constructed for San Manuel Village, which provides flood control protection for the project. All of these facilities protect the improvement within parcels 1200-081-01-0000 and 1200-081-03-0000 from flood damage.

Zone 17 Storm Drainage Improvements - consists of the maintenance of a the storm drain network within Tract 18677, including pipes, catch basins, manholes, and other appurtenant facilities, constructed by Tract No. 18677, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 18 Storm Drainage Improvements - consists of the maintenance of a the storm drain network within Tract 17682, including pipes, catch basins, manholes, and other appurtenant facilities, constructed by Tract No. 17682, which provides flood control protection for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 19 Storm Drainage Improvements - consists of the maintenance of the storm drain network within Tracts 18935 and 16745, including pipes, catch basins, manholes, water quality compliance facilities and other appurtenant facilities, constructed by Tract Nos. 18935 and 16745, which provides flood control protection and water quality compliance for the tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Zone 20 Storm Drainage Improvements - consists of the maintenance of a storm drain system constructed on Parcel map 19824, consisting of approximately 500LF of 24" storm drain pipe. The system protects the improvement within parcel 1201-361-28-0000 from flood damage.

Zone 21 Storm Drainage Improvements - consists of the maintenance of storm drain improvements, water quality improvements and landscaping adjacent to Parcel map 20455, parcels 2, 3 and 4 and Tract map 18013. The drain system protects the improvement within parcels in this area from flood damage. A water quality infiltration basin, partially landscaped and fenced, is required per NPDES and benefits all parcels. All parcels in both maps drain the required runoff to the basin.

Zone 22 Storm Drainage Improvements - consists of the maintenance of public storm drain system for Tract Map 20142 excluding private drainage infrastructure and Lot A improvements part of that tract. The public system protects the improvement within the Tract from flood damage.

PART III – COST ESTIMATE

The estimated costs of administration, maintenance, operations, and servicing the improvements as described in the Plans and Specifications are summarized below. Each year, as part of the assessment district levy calculation process, the costs and expenses are reviewed and the annual costs are projected for the following Fiscal Year. The following operation, maintenance and servicing costs for Fiscal Year 2023-24 are proposed to be included in the Street and Drainage Maintenance District No. 96-1.

District Budget

Budgets for Fiscal Year 2023-24 are shown on the following pages.

Operation and Maintenance Budget	Total All Zones	Zone 1 Street Maint.	Zone 2 Storm Drain Maint.	Zone 3 Storm Drain Maint.	Zone 4 Street Maint.	Zone 5 Storm Drain Maint.	Zone 6 Storm Drain Maint.	Zone 7 Street Maint.	Zone 8 Storm Drain Maint.	Zone 9 Storm Drain Maint.
DIRECT COSTS										
Maintenance & Servicing										
Access Surfacing	$ 225	$ 225	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vandalism Abatement	$ 60	$ 60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Repair & Replacement	$ 500	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance	$ 17,400	$	$ 6,000	$ 200	$ 200	$ 800	$ 500	$ 200	$ 250	$ 200
Capital Rehabilitation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	**$ 18,185**	**$ 785**	**$ 6,000**	**$ 200**	**$ 200**	**$ 800**	**$ 500**	**$ 200**	**$ 250**	**$ 200**
INCIDENTAL COSTS										
City Administration	$ 8,000	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400
Assessment Engineering	$ 2,100	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105
Advertising	$ 480	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24
County Administration Fee	$ 295	$ 18	$ 98	$ 1	$ 16	$ 14	$ 12	$ 0	$ 26	$ 14
Subtotal	**$ 10,875**	**$ 547**	**$ 627**	**$ 530**	**$ 545**	**$ 543**	**$ 541**	**$ 529**	**$ 555**	**$ 543**
Total Expenses	**$ 29,060**	**$ 1,332**	**$ 6,627**	**$ 730**	**$ 745**	**$ 1,343**	**$ 1,041**	**$ 729**	**$ 805**	**$ 743**
COLLECTIONS AND CREDITS APPLIED TO LEVY										
Reserve Fund Collection /(Transfer)	$ (63,184)	$ (155)	$ (1,336)	$ 76	$ (756)	$ (96)	$ 269	$ (1,458)	$ (520)	$ (60)
Balance to Levy	$ 92,243	$ 1,487	$ 7,963	$ 653	$ 1,501	$ 1,439	$ 771	$ 2,187	$ 1,325	$ 803
FUND BALANCE SUMMARY										
Estimated Fund Balance (7/1/23)	$ 599,373	$ 35,925	$ 172,538	$ 12,260	$ 26,115	$ 26,282	$ 15,084	$ 30,019	$ 22,278	$ 14,004
Less Rehabilitation Reserve	$ (647,918)	$ (35,414)	$ (170,561)	$ (11,819)	$ (26,500)	$ (25,707)	$ (14,295)	$ (31,112)	$ (22,332)	$ (13,693)
Contibutions/(Transfers)	$ 63,184	$ 155	$ 1,336	$ (76)	$ 756	$ 96	$ (269)	$ 1,458	$ 520	$ 60
Estimated Operating Fund Balance (6/30/24)	$ 14,638	$ 666	$ 3,314	$ 365	$ 372	$ 671	$ 520	$ 365	$ 466	$ 371
Reserve for Rehabilitation (7/1/23)	$ 647,918	$ 35,414	$ 170,561	$ 11,819	$ 26,500	$ 25,707	$ 14,295	$ 31,112	$ 22,332	$ 13,693
Planned Expenditures for Fiscal Year 2023-24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Rehab. Fund Balance (6/30/24)	$ 647,918	$ 35,414	$ 170,561	$ 11,819	$ 26,500	$ 25,707	$ 14,295	$ 31,112	$ 22,332	$ 13,693
Total Estimated Reserve Fund Balance (6/30/24)	**$ 662,557**	**$ 36,080**	**$ 173,874**	**$ 12,184**	**$ 26,871**	**$ 26,378**	**$ 14,815**	**$ 31,477**	**$ 22,798**	**$ 14,064**

(Amounts may be off slightly for rounding)

Operation and Maintenance Budget	Zone 10 Storm Drain Maint.	Zone 11 Storm Drain Maint.	Zone 12 Storm Drain Maint.	Zone 13 Storm Drain Maint.	Zone 14 Storm Drain Maint.	Zone 15 Storm Drain Maint.	Zone 16 Storm Drain Maint.	Zone 17 Storm Drain Maint.	Zone 18 Storm Drain Maint.	Zone 19 Storm Drain Maint.
DIRECT COSTS										
Maintenance & Servicing										
Access Surfacing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vandalism Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Gate Repair & Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Maintenance	$ 500	$ 300	$ 250	$ 500	$ 500	$ 100	$ 200	$ 5,000	$ 500	$ 1,000
Capital Rehabilitation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	**$ 500**	**$ 300**	**$ 250**	**$ 500**	**$ 500**	**$ 100**	**$ 200**	**$ 5,000**	**$ 500**	**$ 1,000**
INCIDENTAL COSTS										
City Administration	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400	$ 400
Assessment Engineering	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105	$ 105
Advertising	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24	$ 24
County Administration Fee	$ 11	$ 5	$ 18	$ 11	$ 8	$ 7	$ 1	$ 1	$ 35	$ -
Subtotal	**$ 540**	**$ 534**	**$ 547**	**$ 540**	**$ 537**	**$ 536**	**$ 530**	**$ 530**	**$ 564**	**$ 529**
Total Expenses	**$ 1,040**	**$ 834**	**$ 797**	**$ 1,040**	**$ 1,037**	**$ 636**	**$ 730**	**$ 5,530**	**$ 1,064**	**$ 1,529**
COLLECTIONS AND CREDITS APPLIED TO LEVY										
Reserve Fund Collection /(Transfer)	$ 289	$ (606)	$ (523)	$ 862	$ (2,284)	$ (1,164)	$ (245)	$ (630)	$ (1,510)	$ (3,171)
Balance to Levy	$ 752	$ 1,440	$ 1,320	$ 178	$ 3,320	$ 1,800	$ 975	$ 6,160	$ 2,575	$ 4,700
FUND BALANCE SUMMARY										
Estimated Fund Balance (7/1/23)	$ 13,200	$ 23,780	$ 21,154	$ 6,157	$ 40,763	$ 25,485	$ 11,348	$ 64,185	$ 16,349	$ 17,729
Less Rehabilitation Reserve	$ (12,391)	$ (23,970)	$ (21,278)	$ (4,775)	$ (42,528)	$ (26,331)	$ (11,182)	$ (62,051)	$ (17,327)	$ (20,136)
Contibutions/(Transfers)	$ (289)	$ 606	$ 523	$ (862)	$ 2,284	$ 1,164	$ 245	$ 630	$ 1,510	$ 3,171
Estimated Operating Fund Balance (6/30/24)	$ 520	$ 416	$ 399	$ 520	$ 519	$ 318	$ 411	$ 2,764	$ 532	$ 765
Reserve for Rehabilitation (7/1/23)	$ 12,391	$ 23,970	$ 21,278	$ 4,775	$ 42,528	$ 26,331	$ 11,182	$ 62,051	$ 17,327	$ 20,136
Planned Expenditures for Fiscal Year 2023-24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Rehab. Fund Balance (6/30/24)	$ 12,391	$ 23,970	$ 21,278	$ 4,775	$ 42,528	$ 26,331	$ 11,182	$ 62,051	$ 17,327	$ 20,136
Total Estimated Reserve Fund Balance (6/30/24)	**$ 12,911**	**$ 24,386**	**$ 21,677**	**$ 5,295**	**$ 43,047**	**$ 26,649**	**$ 11,593**	**$ 64,815**	**$ 17,859**	**$ 20,900**

(Amounts may be off slightly for rounding)

Operation and Maintenance Budget	Zone 20 Storm Drain Maint.	Zone 21 Storm Drain Maint.	Zone 22 Storm Drain Maint.
DIRECT COSTS			
Maintenance & Servicing			
Access Surfacing	$ -	$ -	$ -
Vandalism Abatement	$ -	$ -	$ -
Gate Repair & Replacement	$ -	$ -	$ -
Maintenance	$ 200	$ -	$ -
Capital Rehabilitation	$ -	$ -	$ -
Subtotal	**$ 200**	**$ -**	**$ -**
INCIDENTAL COSTS			
City Administration	$ 400	$ -	$ -
Assessment Engineering	$ 105	$ -	$ -
Advertising	$ 24	$ -	$ -
County Administration Fee	$ -	$ -	$ -
Subtotal	**$ 529**	**$ -**	**$ -**
Total Expenses	**$ 729**	**$ -**	**$ -**
COLLECTIONS AND CREDITS APPLIED TO LEVY			
Reserve Fund Collection /(Transfer)	$ (2,159)	$ (28,566)	$ (19,440)
Balance to Levy	$ 2,888	$ 28,566	$ 19,440
FUND BALANCE SUMMARY			
Estimated Fund Balance (7/1/23)	$ 4,718	$ -	$ -
Less Rehabilitation Reserve	$ (6,513)	$ (28,566)	$ (19,440)
Contibutions/(Transfers)	$ 2,159	$ 28,566	$ 19,440
Estimated Operating Fund Balance (6/30/24)	$ 365	$ -	$ -
Reserve for Rehabilitation (7/1/23)	$ 6,513	$ 28,566	$ 19,440
Planned Expenditures for Fiscal Year 2023-24	$ -	$ -	$ -
Estimated Rehab. Fund Balance (6/30/24)	$ 6,513	$ 28,566	$ 19,440
Total Estimated Reserve Fund Balance (6/30/24)	**$ 6,877**	**$ 28,566**	**$ 19,440**

(Amounts may be off slightly for rounding)

Assessment per Parcel

The maximum allowable assessment per equivalent dwelling unit (EDU) listed in the District budget is based on the estimated maintenance and services costs for Fiscal Year 2023-24. Each year, prior to the assessments being placed on the tax roll, the City will review the budget and determine the amount needed to maintain the improvements for the upcoming Fiscal Year. The actual assessment per EDU will be based on the total amount of funds needed to maintain the improvements in a satisfactory condition. The actual annual assessment amount may be lower than the maximum allowable assessment.

Zone 1 Street Maintenance

For Fiscal Year 2023-24, there are 61 parcels in Zone 1. Sixty residential parcels will be assessed $21.08 per parcel pursuant to the provisions of Part IV of this report. The remainder parcel, Assessor Parcel Number 1201-051-17, will be assessed $222.50.

Zone 2 Storm Drain Maintenance

Zone 2 is referenced by Tract 14326 - Storm Drain Plans. 325 residential parcels will be assessed $24.50 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 3 Storm Drain Maintenance

Zone 3 consists of 2 parcels 1201-131-05 (Walgreen's) and 1201-131-04 (KFC, Taco Bell). The two non-residential parcels will be assessed $326.73 per parcel pursuant to the provision of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 4 Street Maintenance

For Fiscal Year 2023-24, there are 53 residential parcels in Zone 4. 16 parcels will be assessed $8.05 per parcel, 32 parcels will be assessed $32.20 per parcel and 5 parcels will be assessed $68.43 per parcel pursuant to the provisions of Part IV of this report and each parcel may be increased by a maximum of 5% per year.

Zone 5 Storm Drain Maintenance

Zone 5 is referenced by Tract 15375 - Storm Drain Plans. The 46 residential parcels will be assessed $31.28 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 6 Storm Drain Maintenance

Zone 6 is referenced by Tract 15969 and Tract 15969-1 - Storm Drain Plans. The 39 residential parcels will be assessed $19.78 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 7 Street Maintenance

For Fiscal Year 2023-24, there are 2 parcels in Zone 7. The commercial parcels will be assessed $2.62 per frontage foot of each parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 8 Storm Drain Maintenance

Zone 8 is referenced by Tract 16404 - Storm Drain Plans. The 87 residential parcels will be assessed $15.23 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 9 Storm Drain Maintenance

Zone 9 is referenced by Tract 14757 - Storm Drain Plans. The 47 residential parcels will be assessed $17.09 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 10 Storm Drain Maintenance

Zone 10 is referenced by Tract 16607 - Storm Drain Plans. The 38 residential parcels will be assessed $19.78 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 11 Storm Drain Maintenance

Zone 11 is referenced by Tract 15960 - Storm Drain Plans. The 16 residential parcels will be assessed $90.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 12 Storm Drain Maintenance

Zone 12 is referenced by Tract 16914 - Storm Drain Plans. The 60 residential parcels will be assessed $22.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 13 Storm Drain Maintenance

Zone 13 is referenced by Tract 17590 - Storm Drain Plans. The 9 residential parcels will be assessed $19.78 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 14 Storm Drain Maintenance

Zone 14 is referenced by Tract 17263 - Storm Drain Plans. The 25 residential parcels will be assessed $132.80 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 15 Storm Drain Maintenance

Zone 15 is referenced by Tract 18199 - Storm Drain Plans. The 24 residential parcels will be assessed $75.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 16 Storm Drain Maintenance

Zone 16 consists of 1 parcel, APN 1200-081-05. The parcel will be assessed $80.44 per acre pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 17 Storm Drain Maintenance

Zone 17 is referenced by Tract 18677 – The 35 residential parcels will be assessed $176.00 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 18 Storm Drain Maintenance

Zone 18 is referenced by Tract 17682 – The 118 residential parcels will be assessed $21.82 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 19 Storm Drain Maintenance

Zone 19 is referenced by Tracts 18935 and 16745 – The 80 residential parcels will be assessed $58.75 per parcel pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 20 Storm Drain Maintenance

Zone 20 consists of 1 parcel, APN 1201-361-28. The parcel will be assessed $2,888 pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 21 Storm Drain Maintenance

Zone 21 referenced by Tract 18013 and Parcel Map 20455, consisting of 18 parcels, APNs 1191-351-59 through 73, and 75-78. Each residential parcel will be assessed $1,587 pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

Zone 22 Storm Drain Maintenance

Zone 22 referenced by Tract 20142, consisting of 1 parcel, APN 1201-371-51 that will subdivide into 54 lots. The parcel will be assessed $19,440 ($360 per planned residential lot) pursuant to the provisions of Part IV of this report and may be increased by a maximum of 5% per year.

The following table provides a summary of assessments within each Zone.

Zone	Number of Parcels	Applied Rate per Parcel	Total Assessment
1 - Street Maintenance	60	$21.08	$1,264.80
	1	$222.50	$222.50
		Total Zone 1	**$1,487.30**
2 - Storm Drainage	325	$24.50	$7,962.50
		Total Zone 2	**$7,962.50**
3 - Storm Drainage	2	$326.73	$653.46
		Total Zone 3	**$653.46**
4 - Street Maintenance	16	$8.05	$128.80
	32	$32.20	$1,030.40
	5	$68.43	$342.15
		Total Zone 4	**$1,501.35**
5 - Storm Drainage	46	$31.28	$1,438.88
		Total Zone 5	**$1,438.88**
6 - Storm Drainage	39	$19.78	$771.42
		Total Zone 6	**$771.42**
7 - Street Maintenance	1	$933.00	$933.00
($2.62 per frontage ft)	1	$1,254.00	$1,254.00
		Total Zone 7	**$2,187.00**
8 - Storm Drainage	87	$15.23	$1,325.01
		Total Zone 8	**$1,325.01**
9 - Storm Drainage	47	$17.09	$803.23
		Total Zone 9	**$803.23**
10 - Storm Drainage	38	$19.78	$751.64
		Total Zone 10	**$751.64**
11 - Storm Drainage	16	$90.00	$1,440.00
		Total Zone 11	**$1,440.00**
12 - Storm Drainage	60	$22.00	$1,320.00
		Total Zone 12	**$1,320.00**
13 - Storm Drainage	9	$19.78	$178.02
		Total Zone 13	**$178.02**
14 - Storm Drainage	25	$132.80	$3,320.00
		Total Zone 14	**$3,320.00**
15 - Storm Drainage	24	$75.00	$1,800.00
		Total Zone 15	**$1,800.00**
16 - Storm Drainage	1	$80.44	$974.77
		Total Zone 16	**$974.77**
17 - Storm Drainage	35	$176.00	$6,160.00
		Total Zone 17	**$6,160.00**
18 - Storm Drainage	118	$21.82	$2,574.76
		Total Zone 18	**$2,574.76**
19 - Storm Drainage	80	$58.75	$4,700.00
		Total Zone 19	**$4,700.00**
20 - Storm Drainage	1	$2,888.00	$2,888.00
		Total Zone 20	**$2,888.00**
21 - Storm Drainage	18	$1,587.00	$28,566.00
		Total Zone 21	**$28,566.00**
22 - Storm Drainage	54	$360.00	$19,440.00
		Total Zone 22	**$19,440.00**

PART IV – METHOD OF ASSESSMENT

General

Pursuant to the 1982 Act and Article XIIID, all parcels that receive a special benefit conferred upon them as a result of the maintenance and operation of improvements and services shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the maintenance and operation of improvements. Chapter 6.4, Division 2, Title 5, of the Government Code, the Benefit Assessment Act of 1982, permits the establishment of assessment districts by Cities for the purpose of providing certain public improvements that include street and flood control facility maintenance.

Section 54711 of the Benefit Assessment Act of 1982 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This Section states:

a. No benefit assessment shall be levied pursuant to this chapter unless it meets all of the following requirements:

    1. The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service. Except as provided in subdivision (d) or (e) of Section 54715, in the case of a benefit assessment for flood control services, the benefit must be determined on the basis of the proportionate storm water runoff from each parcel. In the case of an assessment for the maintenance of streets, roads, or highways, the benefit shall be in proportion to the estimated traffic volume to be generated by each parcel assessed, or by any other reasonable basis as determined by the legislative body.

    2. The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service.

    3. The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.

b. This section does not limit or prohibit the levy or collection of any other fee, charge, or tax for the provision of services, except that a maintenance district formed pursuant to Chapter 7 (commencing with Section 1550) of Division 2 of the Streets and Highways Code shall impose an assessment pursuant to this chapter only as an alternative to imposing a property tax for the provision of street lighting services.

The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000) [of the Streets and Highways Code, State of California]).

The 1982 Act also permits the designation of zones of benefit within any individual assessment district.

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

The net amount to be assessed may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels. Proposition 218, approved by the voters in November 1996, requires the City to separate general benefit from special benefit, whereas only special benefit is assessed.

The costs for the operation, maintenance and servicing of the improvements maintained for each zone are apportioned in accordance with the methodology which was established by the City Council upon formation of the District.

Special Benefit

The maintenance and operation of drainage, flood control, and streets within the District are for the benefit of the properties within the District, and as such confer a special and direct benefit to parcels within the District by:

- allowing individual parcels to be developed and used to their fullest extent by ensuring adequate drainage and vehicular access which is essential to the use, of those properties, and
- improving the livability, appearance, and desirability for properties within the boundaries of the District, and
- ensuring that improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties within the District.

The above mentioned items contribute to a specific enhancement of the properties within the District. Since these improvements were installed and are maintained specifically for the properties within the District; only properties within the District receive a special benefit and are assessed for said maintenance.

General Benefit

Although the improvements may include public streets and drainage facilities that connect to similar facilities outside the District boundaries, the construction, maintenance and operation of these improvements are only necessary for the development of properties within the District. As such, these improvements were not required nor necessarily desired by any properties or developments outside the District boundary and any public access or use of the improvements by others is incidental. Therefore, it has been determined that the ongoing maintenance, servicing and operation of the District improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Method of Assessment Spread

Method of Assessment – Zone 1

The Street and Drainage Maintenance District was formed to provide a funding source for the maintenance and servicing of streets, roads and highways within the boundaries of Zone 1. The services for Zone 1 Street Maintenance consist of the maintenance of a public easement emergency access road which provides secondary access to those parcels of land within Tract 15663 of the City of Highland.

Zone 1 parcels benefiting from the street maintenance have been determined to be predominantly of the same land use type, specifically, single family detached home sites. Therefore, each home within the tract receives the same benefit from the maintenance of the emergency access street and shall be treated equally in determining the method of spreading assessments.

The assessment costs for the operation, maintenance and servicing of the improvements are apportioned in accordance with the methodology which was established by the City Council upon formation of the District. It was determined at that time that the most equitable method for spreading the estimated benefit received by each parcel in Zone 1 should be based on the Equivalent Dwelling Unit (EDU) method. One parcel within the boundaries of Zone 1 is designated under a commercial land use. Emergency access to the residential parcels is being maintained in the form of a road easement on this developed commercial parcel. This commercial parcel will have use of the road easement for its own business purposes and will also receive emergency vehicle access benefit for which it will be assessed. While the residential parcels will be assessed on the basis of one EDU per parcel, the commercial parcel will be assessed four (4) EDU per acre. The formula is as follows:

Assessable budget ÷ total EDUs = rate per EDU

$1,487.30 ÷ 70.555 EDUs = $21.08 per EDU

Zone 1 Street Maintenance Assessment Calculation							
Landuse	Parcels	Dwelling Units	Acres	EDU Factor	Total EDUs	Rate/EDU	Total Asmt
Residential	60	60		1.00/DU	60.000	$21.08	$1,264.80
Commercial	1		2.638	4.00/Acre	10.555	$21.08	$222.50
	61				70.555		$1,487.30

Method of Assessment - Zone 2

Property in Zone 2, which benefits from storm drain and channel maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 2 Storm Drain Maintenance consists of the cleaning of a storm drain channel and maintenance of a 54" RCP storm drain system surrounding Tract 14326 and the storm drain system including catch basins within Tract 14326 which protects the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 3

Property in Zone 3, which benefits from storm drain and channel maintenance, has been determined to be of the same commercial land use type. Since parcels within the zone receive the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 3 Storm Drain Maintenance consists of the cleaning of a storm drain channel and maintenance of the storm drain system within the zone along Boulder Avenue south of Base Line, including catch basins within the zone which protect the parcels in the zone from flood damage.

Method of Assessment - Zone 4

The services for Zone 4 Street Maintenance consist of the maintenance of the alley connecting Carriage Hill Drive and Coachman Lane which provides primary and secondary access to those parcels of land within Tracts 7996 and 8718 of the City of Highland.

Zone 4 parcels benefiting from the street maintenance have been determined to be of the same land use type, specifically, single family detached home sites. Certain parcels within the zone receive greater benefits from the maintenance of the improvements than other parcels within the same zone by taking primary or secondary access to their property via the alley. Parcels fronting the medians in Carriage Hill Drive pay 4 times more than those lots not fronting the Carriage Hill Drive medians, and parcels taking primary access to their property via the alley pay 8.5 times more than those lots not fronting on the improvements.

The assessment costs for the operation, maintenance and servicing of the improvements are apportioned in accordance with the above methodology. The formula is as follows:

Assessable budget ÷ total EDUs = rate per EDU

$1,501.35 ÷ 186.50 EDUs = $8.05 per EDU

Zone 4 Street Maintenance Assessment Calculation						
Landuse	Parcels	Dwelling Units	EDU Factor	Total EDUs	Rate/EDU	Total Asmt
Fronting Improvements	5	5	8.50/DU	42.50	$8.05	$342.15
Fronting Carriage Hill Drive	32	32	4.00/DU	128.00	$8.05	$1,030.40
No Frontage	16	16	1.00/DU	16.00	$8.05	$128.80
	53			186.50		$1,501.35

Method of Assessment - Zone 5

Property in Zone 5, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 5 Storm Drain Maintenance consists of the maintenance of the storm drain system surrounding Tract 15375 and the storm drain system including catch basins within Tract 15375 which protect the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 6

Property in Zone 6, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 6 Storm Drain Maintenance consists of the maintenance of a 72" storm drain along Sycamore and catch basins on Streater which serve Tract 15969 and Tract 15969-1 and protect the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 7

The services for Zone 7 Street Maintenance consist of the maintenance of the connector road between Boulder Avenue and Stoney Creek Drive which provides emergency vehicle access to Zone 7.

Property in Zone 7, which benefits from maintenance of the connector road has been determined to be of commercial land use. Future parcels which annex to Zone 7 will be assessed for their proportionate share of the maintenance costs on a front footage basis since they will benefit equally from the maintenance of the connector road.

Method of Assessment - Zone 8

Property in Zone 8, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 8 Storm Drain Maintenance consists of the maintenance of a 27" storm drain along Marshall Court from Bruce Street to Base Line, including catch basins, manholes and other appurtenant facilities, which provide flood control protection for Tract 16404 and protect the single family residential parcels in the tract from flood damage.

Method of Assessment - Zone 9

Property in Zone 9, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 9 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 14757, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 10

Property in Zone 10, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 10 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 16607, which provides flood control protection for the tract, and all storm drain pipes and

catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 11

Property in Zone 11, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 11 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 15960, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 12

Property in Zone 12, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 12 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 16914, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 13

Property in Zone 13, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 13 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 17590, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 14

Property in Zone 14, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same

flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 14 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 17263, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 15

Property in Zone 15, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 15 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 18199, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 16

Property in Zone 16, which benefits from storm drain maintenance, has been determined to be of the same commercial land use type. Since parcels within the zone receive the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, each parcel shall be treated equally in determining the method of spreading assessments based upon parcel acreage.

Zone 16 Storm Drainage maintenance consists of the cleaning of a storm drain channel and maintenance of the storm drain system within the zone on Boulder Avenue south of Base Line, including catch basins within the zone which protect the parcels in the zone from flood damage.

Method of Assessment - Zone 17

Property in Zone 17, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 17 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 18677, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 18

Property in Zone 18, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 18 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 17682, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 19

Property in Zone 19, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 19 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract Nos. 18935 and 16745, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage.

Method of Assessment - Zone 20

Property in Zone 20, which benefits from storm drain maintenance, has been determined to be of the same commercial land use type. Since parcels within the zone receive the same flood protection benefit from the maintenance of the storm drain channel and storm drain system, the current parcel or future parcels shall be treated equally in determining the method of spreading assessments.

Zone 20 Storm Drainage maintenance consists of standard maintenance of the storm drain system on Parcel map 19824 (located on the southwest corner of Greenspot Road and Boulder Avenue). The facilities protect parcels in the zone from flood damage.

Method of Assessment - Zone 21

Property in Zone 21, which benefits from storm drain maintenance, water quality improvements on Lot "A" and adjacent landscaping to the Tract, has been determined to be of the same single family detached home site land use type. Since each home within the development receives the same benefits from improvements, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 21 Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 18013 and PM 20455 parcels 2, 3, and 4, which provides flood control protection for the tract,

and all storm drain pipes, catch basins, water quality infiltration basin and landscaping serves the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage and provide required NPDES drainage runoff filtration.

Method of Assessment - Zone 22

Property in Zone 22, which benefits from storm drain maintenance, has been determined to be of the same single family detached home site land use type. Since each home within the tract receives the same flood protection benefit from the maintenance of the storm drain system, each parcel shall be treated equally in determining the method of spreading assessments.

Zone 22 public Storm Drainage maintenance consists of the maintenance of a storm drain system constructed by Tract No. 20142, which provides flood control protection for the tract, and all storm drain pipes and catch basins that serve the Tract. All of these facilities protect the single family residential parcels within the tract from flood damage. Private drainage infrastructure and Lot "A" improvements are not maintained or funded by this assessment.

APPENDIX A – ASSESSMENT DIAGRAM

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of San Bernardino, at the time this report was prepared, and are incorporated by reference herein and made part of this report.

APPENDIX B – ASSESSMENT ROLL

The assessment roll is a listing of the proposed assessment for Fiscal Year 2023-24 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of San Bernardino. The assessment roll for Fiscal Year 2023-24 is submitted separately and is incorporated by reference and is on file in the City Clerk's office.

CITY OF HIGHLAND

PRELIMINARY ASSESSMENT ROLL
STREET AND DRAINAGE
MAINTENANCE DISTRICT
FISCAL YEAR 2023-24
SAN BERNARDINO COUNTY, CALIFORNIA

April 10, 2023

PREPARED BY

Harris & Associates

101 Progress, Suite 250
Irvine, CA 92618

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1201-051-04-0000	1	1.000	-	-	21.08	$21.08
1201-051-05-0000	1	1.000	-	-	21.08	$21.08
1201-051-06-0000	1	1.000	-	-	21.08	$21.08
1201-051-07-0000	1	1.000	-	-	21.08	$21.08
1201-051-08-0000	1	1.000	-	-	21.08	$21.08
1201-051-09-0000	1	1.000	-	-	21.08	$21.08
1201-051-10-0000	1	1.000	-	-	21.08	$21.08
1201-051-11-0000	1	1.000	-	-	21.08	$21.08
1201-051-12-0000	1	1.000	-	-	21.08	$21.08
1201-051-13-0000	1	1.000	-	-	21.08	$21.08
1201-051-17-0000	1	10.555	-	-	222.50	$222.50
1201-061-03-0000	1	1.000	-	-	21.08	$21.08
1201-061-04-0000	1	1.000	-	-	21.08	$21.08
1201-061-05-0000	1	1.000	-	-	21.08	$21.08
1201-061-06-0000	1	1.000	-	-	21.08	$21.08
1201-061-07-0000	1	1.000	-	-	21.08	$21.08
1201-061-08-0000	1	1.000	-	-	21.08	$21.08
1201-061-09-0000	1	1.000	-	-	21.08	$21.08
1201-061-10-0000	1	1.000	-	-	21.08	$21.08
1201-061-11-0000	1	1.000	-	-	21.08	$21.08
1201-061-12-0000	1	1.000	-	-	21.08	$21.08
1201-061-13-0000	1	1.000	-	-	21.08	$21.08
1201-061-14-0000	1	1.000	-	-	21.08	$21.08
1201-061-15-0000	1	1.000	-	-	21.08	$21.08
1201-061-16-0000	1	1.000	-	-	21.08	$21.08
1201-061-17-0000	1	1.000	-	-	21.08	$21.08
1201-061-18-0000	1	1.000	-	-	21.08	$21.08
1201-061-19-0000	1	1.000	-	-	21.08	$21.08
1201-061-20-0000	1	1.000	-	-	21.08	$21.08
1201-061-21-0000	1	1.000	-	-	21.08	$21.08
1201-061-22-0000	1	1.000	-	-	21.08	$21.08
1201-071-44-0000	1	1.000	-	-	21.08	$21.08
1201-071-45-0000	1	1.000	-	-	21.08	$21.08
1201-071-46-0000	1	1.000	-	-	21.08	$21.08
1201-071-47-0000	1	1.000	-	-	21.08	$21.08
1201-071-48-0000	1	1.000	-	-	21.08	$21.08
1201-071-49-0000	1	1.000	-	-	21.08	$21.08
1201-071-50-0000	1	1.000	-	-	21.08	$21.08
1201-071-51-0000	1	1.000	-	-	21.08	$21.08
1201-071-52-0000	1	1.000	-	-	21.08	$21.08
1201-071-53-0000	1	1.000	-	-	21.08	$21.08
1201-071-54-0000	1	1.000	-	-	21.08	$21.08
1201-071-55-0000	1	1.000	-	-	21.08	$21.08
1201-071-56-0000	1	1.000	-	-	21.08	$21.08
1201-071-57-0000	1	1.000	-	-	21.08	$21.08
1201-071-58-0000	1	1.000	-	-	21.08	$21.08
1201-071-59-0000	1	1.000			21.08	$21.08

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1201-071-60-0000	1	1.000	-	-	21.08	$21.08
1201-071-61-0000	1	1.000	-	-	21.08	$21.08
1201-071-62-0000	1	1.000	-	-	21.08	$21.08
1201-071-63-0000	1	1.000	-	-	21.08	$21.08
1201-071-64-0000	1	1.000	-	-	21.08	$21.08
1201-071-65-0000	1	1.000	-	-	21.08	$21.08
1201-071-66-0000	1	1.000	-	-	21.08	$21.08
1201-071-67-0000	1	1.000	-	-	21.08	$21.08
1201-071-68-0000	1	1.000	-	-	21.08	$21.08
1201-071-69-0000	1	1.000	-	-	21.08	$21.08
1201-071-70-0000	1	1.000	-	-	21.08	$21.08
1201-071-71-0000	1	1.000	-	-	21.08	$21.08
1201-071-72-0000	1	1.000	-	-	21.08	$21.08
1201-071-73-0000	1	1.000	-	-	21.08	$21.08
Subtotal Zone	**1**	70.555	0	0.000	$1,487.30	$1,487.30
0297-211-01-0000	2	1.000	-	-	24.50	$24.50
0297-211-02-0000	2	1.000	-	-	24.50	$24.50
0297-211-03-0000	2	1.000	-	-	24.50	$24.50
0297-211-04-0000	2	1.000	-	-	24.50	$24.50
0297-211-05-0000	2	1.000	-	-	24.50	$24.50
0297-211-06-0000	2	1.000	-	-	24.50	$24.50
0297-211-07-0000	2	1.000	-	-	24.50	$24.50
0297-211-08-0000	2	1.000	-	-	24.50	$24.50
0297-211-09-0000	2	1.000	-	-	24.50	$24.50
0297-211-10-0000	2	1.000	-	-	24.50	$24.50
0297-211-11-0000	2	1.000	-	-	24.50	$24.50
0297-211-12-0000	2	1.000	-	-	24.50	$24.50
0297-211-13-0000	2	1.000	-	-	24.50	$24.50
0297-211-14-0000	2	1.000	-	-	24.50	$24.50
0297-211-15-0000	2	1.000	-	-	24.50	$24.50
0297-211-16-0000	2	1.000	-	-	24.50	$24.50
0297-211-17-0000	2	1.000	-	-	24.50	$24.50
0297-211-18-0000	2	1.000	-	-	24.50	$24.50
0297-211-19-0000	2	1.000	-	-	24.50	$24.50
0297-211-20-0000	2	1.000	-	-	24.50	$24.50
0297-211-21-0000	2	1.000	-	-	24.50	$24.50
0297-211-22-0000	2	1.000	-	-	24.50	$24.50
0297-211-23-0000	2	1.000	-	-	24.50	$24.50
0297-211-24-0000	2	1.000	-	-	24.50	$24.50
0297-211-25-0000	2	1.000	-	-	24.50	$24.50
0297-211-26-0000	2	1.000	-	-	24.50	$24.50
0297-211-27-0000	2	1.000	-	-	24.50	$24.50
0297-211-28-0000	2	1.000	-	-	24.50	$24.50
0297-211-29-0000	2	1.000	-	-	24.50	$24.50
0297-211-30-0000	2	1.000	-	-	24.50	$24.50

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-211-32-0000	2	1.000	-	-	24.50	$24.50
0297-211-33-0000	2	1.000	-	-	24.50	$24.50
0297-211-34-0000	2	1.000	-	-	24.50	$24.50
0297-211-35-0000	2	1.000	-	-	24.50	$24.50
0297-211-36-0000	2	1.000	-	-	24.50	$24.50
0297-211-37-0000	2	1.000	-	-	24.50	$24.50
0297-211-38-0000	2	1.000	-	-	24.50	$24.50
0297-211-39-0000	2	1.000	-	-	24.50	$24.50
0297-211-40-0000	2	1.000	-	-	24.50	$24.50
0297-211-41-0000	2	1.000	-	-	24.50	$24.50
0297-211-42-0000	2	1.000	-	-	24.50	$24.50
0297-211-43-0000	2	1.000	-	-	24.50	$24.50
0297-211-44-0000	2	1.000	-	-	24.50	$24.50
0297-211-45-0000	2	1.000	-	-	24.50	$24.50
0297-211-46-0000	2	1.000	-	-	24.50	$24.50
0297-221-01-0000	2	1.000	-	-	24.50	$24.50
0297-221-02-0000	2	1.000	-	-	24.50	$24.50
0297-221-03-0000	2	1.000	-	-	24.50	$24.50
0297-221-04-0000	2	1.000	-	-	24.50	$24.50
0297-221-05-0000	2	1.000	-	-	24.50	$24.50
0297-221-06-0000	2	1.000	-	-	24.50	$24.50
0297-221-07-0000	2	1.000	-	-	24.50	$24.50
0297-221-08-0000	2	1.000	-	-	24.50	$24.50
0297-221-09-0000	2	1.000	-	-	24.50	$24.50
0297-221-10-0000	2	1.000	-	-	24.50	$24.50
0297-221-11-0000	2	1.000	-	-	24.50	$24.50
0297-221-12-0000	2	1.000	-	-	24.50	$24.50
0297-221-13-0000	2	1.000	-	-	24.50	$24.50
0297-221-14-0000	2	1.000	-	-	24.50	$24.50
0297-221-15-0000	2	1.000	-	-	24.50	$24.50
0297-221-16-0000	2	1.000	-	-	24.50	$24.50
0297-221-17-0000	2	1.000	-	-	24.50	$24.50
0297-221-18-0000	2	1.000	-	-	24.50	$24.50
0297-221-19-0000	2	1.000	-	-	24.50	$24.50
0297-221-20-0000	2	1.000	-	-	24.50	$24.50
0297-221-21-0000	2	1.000	-	-	24.50	$24.50
0297-221-22-0000	2	1.000	-	-	24.50	$24.50
0297-221-23-0000	2	1.000	-	-	24.50	$24.50
0297-221-24-0000	2	1.000	-	-	24.50	$24.50
0297-221-25-0000	2	1.000	-	-	24.50	$24.50
0297-221-26-0000	2	1.000	-	-	24.50	$24.50
0297-221-27-0000	2	1.000	-	-	24.50	$24.50
0297-221-28-0000	2	1.000	-	-	24.50	$24.50
0297-221-29-0000	2	1.000	-	-	24.50	$24.50
0297-221-30-0000	2	1.000	-	-	24.50	$24.50
0297-221-31-0000	2	1.000	-	-	24.50	$24.50
0297-221-32-0000	2	1.000	-	-	24.50	$24.50

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-221-33-0000	2	1.000	-	-	24.50	$24.50
0297-221-34-0000	2	1.000	-	-	24.50	$24.50
0297-221-35-0000	2	1.000	-	-	24.50	$24.50
0297-221-36-0000	2	1.000	-	-	24.50	$24.50
0297-221-37-0000	2	1.000	-	-	24.50	$24.50
0297-221-38-0000	2	1.000	-	-	24.50	$24.50
0297-221-39-0000	2	1.000	-	-	24.50	$24.50
0297-221-40-0000	2	1.000	-	-	24.50	$24.50
0297-221-41-0000	2	1.000	-	-	24.50	$24.50
0297-221-42-0000	2	1.000	-	-	24.50	$24.50
0297-221-43-0000	2	1.000	-	-	24.50	$24.50
0297-221-44-0000	2	1.000	-	-	24.50	$24.50
0297-221-45-0000	2	1.000	-	-	24.50	$24.50
0297-221-46-0000	2	1.000	-	-	24.50	$24.50
0297-221-47-0000	2	1.000	-	-	24.50	$24.50
0297-231-01-0000	2	1.000	-	-	24.50	$24.50
0297-231-02-0000	2	1.000	-	-	24.50	$24.50
0297-231-03-0000	2	1.000	-	-	24.50	$24.50
0297-231-04-0000	2	1.000	-	-	24.50	$24.50
0297-231-05-0000	2	1.000	-	-	24.50	$24.50
0297-231-06-0000	2	1.000	-	-	24.50	$24.50
0297-231-07-0000	2	1.000	-	-	24.50	$24.50
0297-231-08-0000	2	1.000	-	-	24.50	$24.50
0297-231-09-0000	2	1.000	-	-	24.50	$24.50
0297-231-10-0000	2	1.000	-	-	24.50	$24.50
0297-231-11-0000	2	1.000	-	-	24.50	$24.50
0297-231-12-0000	2	1.000	-	-	24.50	$24.50
0297-231-13-0000	2	1.000	-	-	24.50	$24.50
0297-231-14-0000	2	1.000	-	-	24.50	$24.50
0297-231-15-0000	2	1.000	-	-	24.50	$24.50
0297-231-16-0000	2	1.000	-	-	24.50	$24.50
0297-231-17-0000	2	1.000	-	-	24.50	$24.50
0297-231-18-0000	2	1.000	-	-	24.50	$24.50
0297-231-19-0000	2	1.000	-	-	24.50	$24.50
0297-231-20-0000	2	1.000	-	-	24.50	$24.50
0297-231-21-0000	2	1.000	-	-	24.50	$24.50
0297-231-22-0000	2	1.000	-	-	24.50	$24.50
0297-231-23-0000	2	1.000	-	-	24.50	$24.50
0297-231-24-0000	2	1.000	-	-	24.50	$24.50
0297-231-25-0000	2	1.000	-	-	24.50	$24.50
0297-231-26-0000	2	1.000	-	-	24.50	$24.50
0297-231-27-0000	2	1.000	-	-	24.50	$24.50
0297-231-28-0000	2	1.000	-	-	24.50	$24.50
0297-231-29-0000	2	1.000	-	-	24.50	$24.50
0297-231-30-0000	2	1.000	-	-	24.50	$24.50
0297-231-31-0000	2	1.000	-	-	24.50	$24.50
0297-231-32-0000	2	1.000	-	-	24.50	$24.50

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-231-33-0000	2	1.000	-	-	24.50	$24.50
0297-231-34-0000	2	1.000	-	-	24.50	$24.50
0297-231-35-0000	2	1.000	-	-	24.50	$24.50
0297-231-36-0000	2	1.000	-	-	24.50	$24.50
0297-231-37-0000	2	1.000	-	-	24.50	$24.50
0297-231-38-0000	2	1.000	-	-	24.50	$24.50
0297-231-39-0000	2	1.000	-	-	24.50	$24.50
0297-231-40-0000	2	1.000	-	-	24.50	$24.50
0297-231-41-0000	2	1.000	-	-	24.50	$24.50
0297-231-42-0000	2	1.000	-	-	24.50	$24.50
0297-241-01-0000	2	1.000	-	-	24.50	$24.50
0297-241-02-0000	2	1.000	-	-	24.50	$24.50
0297-241-03-0000	2	1.000	-	-	24.50	$24.50
0297-241-04-0000	2	1.000	-	-	24.50	$24.50
0297-241-05-0000	2	1.000	-	-	24.50	$24.50
0297-241-06-0000	2	1.000	-	-	24.50	$24.50
0297-241-07-0000	2	1.000	-	-	24.50	$24.50
0297-241-08-0000	2	1.000	-	-	24.50	$24.50
0297-241-09-0000	2	1.000	-	-	24.50	$24.50
0297-241-10-0000	2	1.000	-	-	24.50	$24.50
0297-241-11-0000	2	1.000	-	-	24.50	$24.50
0297-241-12-0000	2	1.000	-	-	24.50	$24.50
0297-241-13-0000	2	1.000	-	-	24.50	$24.50
0297-241-14-0000	2	1.000	-	-	24.50	$24.50
0297-241-15-0000	2	1.000	-	-	24.50	$24.50
0297-241-16-0000	2	1.000	-	-	24.50	$24.50
0297-241-17-0000	2	1.000	-	-	24.50	$24.50
0297-241-18-0000	2	1.000	-	-	24.50	$24.50
0297-241-19-0000	2	1.000	-	-	24.50	$24.50
0297-241-20-0000	2	1.000	-	-	24.50	$24.50
0297-241-21-0000	2	1.000	-	-	24.50	$24.50
0297-241-22-0000	2	1.000	-	-	24.50	$24.50
0297-241-23-0000	2	1.000	-	-	24.50	$24.50
0297-241-24-0000	2	1.000	-	-	24.50	$24.50
0297-241-25-0000	2	1.000	-	-	24.50	$24.50
0297-251-01-0000	2	1.000	-	-	24.50	$24.50
0297-251-02-0000	2	1.000	-	-	24.50	$24.50
0297-251-03-0000	2	1.000	-	-	24.50	$24.50
0297-251-04-0000	2	1.000	-	-	24.50	$24.50
0297-251-05-0000	2	1.000	-	-	24.50	$24.50
0297-251-06-0000	2	1.000	-	-	24.50	$24.50
0297-251-07-0000	2	1.000	-	-	24.50	$24.50
0297-251-08-0000	2	1.000	-	-	24.50	$24.50
0297-251-09-0000	2	1.000	-	-	24.50	$24.50
0297-251-10-0000	2	1.000	-	-	24.50	$24.50
0297-251-11-0000	2	1.000	-	-	24.50	$24.50
0297-251-12-0000	2	1.000	-	-	24.50	$24.50

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-251-13-0000	2	1.000	-	-	24.50	$24.50
0297-251-14-0000	2	1.000	-	-	24.50	$24.50
0297-251-15-0000	2	1.000	-	-	24.50	$24.50
0297-251-16-0000	2	1.000	-	-	24.50	$24.50
0297-251-17-0000	2	1.000	-	-	24.50	$24.50
0297-251-18-0000	2	1.000	-	-	24.50	$24.50
0297-251-19-0000	2	1.000	-	-	24.50	$24.50
0297-251-20-0000	2	1.000	-	-	24.50	$24.50
0297-251-21-0000	2	1.000	-	-	24.50	$24.50
0297-251-22-0000	2	1.000	-	-	24.50	$24.50
0297-251-23-0000	2	1.000	-	-	24.50	$24.50
0297-251-24-0000	2	1.000	-	-	24.50	$24.50
0297-251-25-0000	2	1.000	-	-	24.50	$24.50
0297-251-26-0000	2	1.000	-	-	24.50	$24.50
0297-251-27-0000	2	1.000	-	-	24.50	$24.50
0297-251-28-0000	2	1.000	-	-	24.50	$24.50
0297-251-29-0000	2	1.000	-	-	24.50	$24.50
0297-251-30-0000	2	1.000	-	-	24.50	$24.50
0297-251-31-0000	2	1.000	-	-	24.50	$24.50
0297-251-32-0000	2	1.000	-	-	24.50	$24.50
0297-251-33-0000	2	1.000	-	-	24.50	$24.50
0297-251-34-0000	2	1.000	-	-	24.50	$24.50
0297-251-35-0000	2	1.000	-	-	24.50	$24.50
0297-251-36-0000	2	1.000	-	-	24.50	$24.50
0297-251-37-0000	2	1.000	-	-	24.50	$24.50
0297-251-38-0000	2	1.000	-	-	24.50	$24.50
0297-251-39-0000	2	1.000	-	-	24.50	$24.50
0297-251-40-0000	2	1.000	-	-	24.50	$24.50
0297-251-41-0000	2	1.000	-	-	24.50	$24.50
0297-251-42-0000	2	1.000	-	-	24.50	$24.50
0297-251-43-0000	2	1.000	-	-	24.50	$24.50
0297-251-44-0000	2	1.000	-	-	24.50	$24.50
0297-251-45-0000	2	1.000	-	-	24.50	$24.50
0297-251-46-0000	2	1.000	-	-	24.50	$24.50
0297-251-47-0000	2	1.000	-	-	24.50	$24.50
0297-251-48-0000	2	1.000	-	-	24.50	$24.50
0297-251-49-0000	2	1.000	-	-	24.50	$24.50
0297-261-01-0000	2	1.000	-	-	24.50	$24.50
0297-261-02-0000	2	1.000	-	-	24.50	$24.50
0297-261-03-0000	2	1.000	-	-	24.50	$24.50
0297-261-04-0000	2	1.000	-	-	24.50	$24.50
0297-261-05-0000	2	1.000	-	-	24.50	$24.50
0297-261-06-0000	2	1.000	-	-	24.50	$24.50
0297-261-07-0000	2	1.000	-	-	24.50	$24.50
0297-261-08-0000	2	1.000	-	-	24.50	$24.50
0297-261-09-0000	2	1.000	-	-	24.50	$24.50
0297-261-10-0000	2	1.000			24.50	$24.50

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-261-11-0000	2	1.000	-	-	24.50	$24.50
0297-261-12-0000	2	1.000	-	-	24.50	$24.50
0297-261-13-0000	2	1.000	-	-	24.50	$24.50
0297-261-14-0000	2	1.000	-	-	24.50	$24.50
0297-261-15-0000	2	1.000	-	-	24.50	$24.50
0297-261-16-0000	2	1.000	-	-	24.50	$24.50
0297-261-17-0000	2	1.000	-	-	24.50	$24.50
0297-261-18-0000	2	1.000	-	-	24.50	$24.50
0297-261-19-0000	2	1.000	-	-	24.50	$24.50
0297-261-20-0000	2	1.000	-	-	24.50	$24.50
0297-261-21-0000	2	1.000	-	-	24.50	$24.50
0297-261-22-0000	2	1.000	-	-	24.50	$24.50
0297-261-23-0000	2	1.000	-	-	24.50	$24.50
0297-261-24-0000	2	1.000	-	-	24.50	$24.50
0297-261-25-0000	2	1.000	-	-	24.50	$24.50
0297-261-26-0000	2	1.000	-	-	24.50	$24.50
0297-261-27-0000	2	1.000	-	-	24.50	$24.50
0297-261-28-0000	2	1.000	-	-	24.50	$24.50
0297-261-29-0000	2	1.000	-	-	24.50	$24.50
0297-261-30-0000	2	1.000	-	-	24.50	$24.50
0297-261-31-0000	2	1.000	-	-	24.50	$24.50
0297-261-32-0000	2	1.000	-	-	24.50	$24.50
0297-271-01-0000	2	1.000	-	-	24.50	$24.50
0297-271-02-0000	2	1.000	-	-	24.50	$24.50
0297-271-03-0000	2	1.000	-	-	24.50	$24.50
0297-271-04-0000	2	1.000	-	-	24.50	$24.50
0297-271-05-0000	2	1.000	-	-	24.50	$24.50
0297-271-06-0000	2	1.000	-	-	24.50	$24.50
0297-271-07-0000	2	1.000	-	-	24.50	$24.50
0297-271-08-0000	2	1.000	-	-	24.50	$24.50
0297-271-09-0000	2	1.000	-	-	24.50	$24.50
0297-271-10-0000	2	1.000	-	-	24.50	$24.50
0297-271-11-0000	2	1.000	-	-	24.50	$24.50
0297-271-12-0000	2	1.000	-	-	24.50	$24.50
0297-271-13-0000	2	1.000	-	-	24.50	$24.50
0297-271-14-0000	2	1.000	-	-	24.50	$24.50
0297-271-15-0000	2	1.000	-	-	24.50	$24.50
0297-271-16-0000	2	1.000	-	-	24.50	$24.50
0297-271-17-0000	2	1.000	-	-	24.50	$24.50
0297-271-18-0000	2	1.000	-	-	24.50	$24.50
0297-271-19-0000	2	1.000	-	-	24.50	$24.50
0297-271-20-0000	2	1.000	-	-	24.50	$24.50
0297-271-21-0000	2	1.000	-	-	24.50	$24.50
0297-271-22-0000	2	1.000	-	-	24.50	$24.50
0297-271-23-0000	2	1.000	-	-	24.50	$24.50
0297-271-24-0000	2	1.000	-	-	24.50	$24.50
0297-271-25-0000	2	1.000	-	-	24.50	$24.50

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-271-26-0000	2	1.000	-	-	24.50	$24.50
0297-271-27-0000	2	1.000	-	-	24.50	$24.50
1210-441-01-0000	2	1.000	-	-	24.50	$24.50
1210-441-02-0000	2	1.000	-	-	24.50	$24.50
1210-441-03-0000	2	1.000	-	-	24.50	$24.50
1210-441-04-0000	2	1.000	-	-	24.50	$24.50
1210-441-05-0000	2	1.000	-	-	24.50	$24.50
1210-441-06-0000	2	1.000	-	-	24.50	$24.50
1210-441-07-0000	2	1.000	-	-	24.50	$24.50
1210-441-08-0000	2	1.000	-	-	24.50	$24.50
1210-441-09-0000	2	1.000	-	-	24.50	$24.50
1210-441-10-0000	2	1.000	-	-	24.50	$24.50
1210-441-11-0000	2	1.000	-	-	24.50	$24.50
1210-441-12-0000	2	1.000	-	-	24.50	$24.50
1210-441-13-0000	2	1.000	-	-	24.50	$24.50
1210-441-14-0000	2	1.000	-	-	24.50	$24.50
1210-441-15-0000	2	1.000	-	-	24.50	$24.50
1210-441-16-0000	2	1.000	-	-	24.50	$24.50
1210-441-17-0000	2	1.000	-	-	24.50	$24.50
1210-441-18-0000	2	1.000	-	-	24.50	$24.50
1210-441-19-0000	2	1.000	-	-	24.50	$24.50
1210-441-20-0000	2	1.000	-	-	24.50	$24.50
1210-441-21-0000	2	1.000	-	-	24.50	$24.50
1210-441-22-0000	2	1.000	-	-	24.50	$24.50
1210-441-23-0000	2	1.000	-	-	24.50	$24.50
1210-441-24-0000	2	1.000	-	-	24.50	$24.50
1210-441-25-0000	2	1.000	-	-	24.50	$24.50
1210-441-26-0000	2	1.000	-	-	24.50	$24.50
1210-441-27-0000	2	1.000	-	-	24.50	$24.50
1210-441-28-0000	2	1.000	-	-	24.50	$24.50
1210-441-29-0000	2	1.000	-	-	24.50	$24.50
1210-441-30-0000	2	1.000	-	-	24.50	$24.50
1210-451-01-0000	2	1.000	-	-	24.50	$24.50
1210-451-02-0000	2	1.000	-	-	24.50	$24.50
1210-451-03-0000	2	1.000	-	-	24.50	$24.50
1210-451-04-0000	2	1.000	-	-	24.50	$24.50
1210-451-05-0000	2	1.000	-	-	24.50	$24.50
1210-451-06-0000	2	1.000	-	-	24.50	$24.50
1210-451-07-0000	2	1.000	-	-	24.50	$24.50
1210-451-08-0000	2	1.000	-	-	24.50	$24.50
1210-451-09-0000	2	1.000	-	-	24.50	$24.50
1210-451-10-0000	2	1.000	-	-	24.50	$24.50
1210-451-11-0000	2	1.000	-	-	24.50	$24.50
1210-451-12-0000	2	1.000	-	-	24.50	$24.50
1210-451-13-0000	2	1.000	-	-	24.50	$24.50
1210-451-14-0000	2	1.000	-	-	24.50	$24.50
1210-451-15-0000	2	1.000	-	-	24.50	$24.50

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1210-451-16-0000	2	1.000	-	-	24.50	$24.50
1210-451-17-0000	2	1.000	-	-	24.50	$24.50
1210-451-18-0000	2	1.000	-	-	24.50	$24.50
1210-451-19-0000	2	1.000	-	-	24.50	$24.50
1210-451-20-0000	2	1.000	-	-	24.50	$24.50
1210-451-21-0000	2	1.000	-	-	24.50	$24.50
1210-451-22-0000	2	1.000	-	-	24.50	$24.50
1210-451-23-0000	2	1.000	-	-	24.50	$24.50
1210-451-24-0000	2	1.000	-	-	24.50	$24.50
1210-451-25-0000	2	1.000	-	-	24.50	$24.50
1210-451-26-0000	2	1.000	-	-	24.50	$24.50
1210-451-27-0000	2	1.000	-	-	24.50	$24.50
Subtotal Zone	**2**	325.000	0	0.000	$7,962.50	$7,962.50
1201-131-04-0000	3	1.000	-	-	326.73	$326.72
1201-131-05-0000	3	1.000	-	-	326.73	$326.72
Subtotal Zone	**3**	2.000	0	0.000	$653.46	$653.44
1200-131-03-0000	4	1.000	-	-	8.05	$8.04
1200-131-04-0000	4	1.000	-	-	8.05	$8.04
1200-131-05-0000	4	1.000	-	-	8.05	$8.04
1200-131-06-0000	4	1.000	-	-	8.05	$8.04
1200-131-07-0000	4	1.000	-	-	8.05	$8.04
1200-131-08-0000	4	1.000	-	-	8.05	$8.04
1200-131-09-0000	4	1.000	-	-	8.05	$8.04
1200-131-10-0000	4	8.500	-	-	68.43	$68.42
1200-131-11-0000	4	8.500	-	-	68.43	$68.42
1200-131-12-0000	4	8.500	-	-	68.43	$68.42
1200-131-13-0000	4	8.500	-	-	68.43	$68.42
1200-131-14-0000	4	8.500	-	-	68.43	$68.42
1200-131-15-0000	4	1.000	-	-	8.05	$8.04
1200-131-16-0000	4	1.000	-	-	8.05	$8.04
1200-131-17-0000	4	1.000	-	-	8.05	$8.04
1200-131-18-0000	4	1.000	-	-	8.05	$8.04
1200-131-19-0000	4	1.000	-	-	8.05	$8.04
1200-131-20-0000	4	4.000	-	-	32.20	$32.20
1200-131-21-0000	4	4.000	-	-	32.20	$32.20
1200-131-22-0000	4	4.000	-	-	32.20	$32.20
1200-131-23-0000	4	4.000	-	-	32.20	$32.20
1200-131-24-0000	4	4.000	-	-	32.20	$32.20
1200-131-25-0000	4	4.000	-	-	32.20	$32.20
1200-131-26-0000	4	4.000	-	-	32.20	$32.20
1200-131-27-0000	4	4.000	-	-	32.20	$32.20
1200-131-28-0000	4	4.000	-	-	32.20	$32.20
1200-131-29-0000	4	4.000	-	-	32.20	$32.20

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1200-131-31-0000	4	4.000	-	-	32.20	$32.20
1200-131-32-0000	4	4.000	-	-	32.20	$32.20
1200-131-33-0000	4	4.000	-	-	32.20	$32.20
1200-131-34-0000	4	4.000	-	-	32.20	$32.20
1200-131-35-0000	4	4.000	-	-	32.20	$32.20
1200-281-01-0000	4	1.000	-	-	8.05	$8.04
1200-281-02-0000	4	1.000	-	-	8.05	$8.04
1200-281-03-0000	4	1.000	-	-	8.05	$8.04
1200-281-04-0000	4	1.000	-	-	8.05	$8.04
1200-281-05-0000	4	4.000	-	-	32.20	$32.20
1200-281-06-0000	4	4.000	-	-	32.20	$32.20
1200-281-07-0000	4	4.000	-	-	32.20	$32.20
1200-281-08-0000	4	4.000	-	-	32.20	$32.20
1200-281-09-0000	4	4.000	-	-	32.20	$32.20
1200-281-10-0000	4	4.000	-	-	32.20	$32.20
1200-281-11-0000	4	4.000	-	-	32.20	$32.20
1200-281-14-0000	4	4.000	-	-	32.20	$32.20
1200-281-15-0000	4	4.000	-	-	32.20	$32.20
1200-281-16-0000	4	4.000	-	-	32.20	$32.20
1200-281-17-0000	4	4.000	-	-	32.20	$32.20
1200-281-18-0000	4	4.000	-	-	32.20	$32.20
1200-281-19-0000	4	4.000	-	-	32.20	$32.20
1200-281-20-0000	4	4.000	-	-	32.20	$32.20
1200-291-04-0000	4	4.000	-	-	32.20	$32.20
1200-291-05-0000	4	4.000	-	-	32.20	$32.20
Subtotal Zone	**4**	186.500	0	0.000	$1,501.35	$1,501.14
1210-461-01-0000	5	1.000	-	-	31.28	$31.28
1210-461-02-0000	5	1.000	-	-	31.28	$31.28
1210-461-03-0000	5	1.000	-	-	31.28	$31.28
1210-461-04-0000	5	1.000	-	-	31.28	$31.28
1210-461-05-0000	5	1.000	-	-	31.28	$31.28
1210-461-06-0000	5	1.000	-	-	31.28	$31.28
1210-461-07-0000	5	1.000	-	-	31.28	$31.28
1210-461-08-0000	5	1.000	-	-	31.28	$31.28
1210-461-09-0000	5	1.000	-	-	31.28	$31.28
1210-461-10-0000	5	1.000	-	-	31.28	$31.28
1210-461-11-0000	5	1.000	-	-	31.28	$31.28
1210-461-12-0000	5	1.000	-	-	31.28	$31.28
1210-461-13-0000	5	1.000	-	-	31.28	$31.28
1210-461-14-0000	5	1.000	-	-	31.28	$31.28
1210-461-15-0000	5	1.000	-	-	31.28	$31.28
1210-461-16-0000	5	1.000	-	-	31.28	$31.28
1210-461-17-0000	5	1.000	-	-	31.28	$31.28
1210-461-18-0000	5	1.000	-	-	31.28	$31.28
1210-461-19-0000	5	1.000	-	-	31.28	$31.28

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1210-461-21-0000	5	1.000	-	-	31.28	$31.28
1210-461-22-0000	5	1.000	-	-	31.28	$31.28
1210-461-23-0000	5	1.000	-	-	31.28	$31.28
1210-461-24-0000	5	1.000	-	-	31.28	$31.28
1210-461-25-0000	5	1.000	-	-	31.28	$31.28
1210-461-26-0000	5	1.000	-	-	31.28	$31.28
1210-461-27-0000	5	1.000	-	-	31.28	$31.28
1210-461-28-0000	5	1.000	-	-	31.28	$31.28
1210-461-29-0000	5	1.000	-	-	31.28	$31.28
1210-461-30-0000	5	1.000	-	-	31.28	$31.28
1210-461-31-0000	5	1.000	-	-	31.28	$31.28
1210-471-01-0000	5	1.000	-	-	31.28	$31.28
1210-471-02-0000	5	1.000	-	-	31.28	$31.28
1210-471-03-0000	5	1.000	-	-	31.28	$31.28
1210-471-04-0000	5	1.000	-	-	31.28	$31.28
1210-471-05-0000	5	1.000	-	-	31.28	$31.28
1210-471-06-0000	5	1.000	-	-	31.28	$31.28
1210-471-07-0000	5	1.000	-	-	31.28	$31.28
1210-471-08-0000	5	1.000	-	-	31.28	$31.28
1210-471-09-0000	5	1.000	-	-	31.28	$31.28
1210-471-10-0000	5	1.000	-	-	31.28	$31.28
1210-471-11-0000	5	1.000	-	-	31.28	$31.28
1210-471-12-0000	5	1.000	-	-	31.28	$31.28
1210-471-13-0000	5	1.000	-	-	31.28	$31.28
1210-471-14-0000	5	1.000	-	-	31.28	$31.28
1210-471-15-0000	5	1.000	-	-	31.28	$31.28
Subtotal Zone	**5**	46.000	0	0.000	$1,438.88	$1,438.88
1201-471-01-0000	6	1.000	-	-	19.78	$19.78
1201-471-02-0000	6	1.000	-	-	19.78	$19.78
1201-471-03-0000	6	1.000	-	-	19.78	$19.78
1201-471-04-0000	6	1.000	-	-	19.78	$19.78
1201-471-05-0000	6	1.000	-	-	19.78	$19.78
1201-471-06-0000	6	1.000	-	-	19.78	$19.78
1201-471-07-0000	6	1.000	-	-	19.78	$19.78
1201-471-08-0000	6	1.000	-	-	19.78	$19.78
1201-471-09-0000	6	1.000	-	-	19.78	$19.78
1201-471-10-0000	6	1.000	-	-	19.78	$19.78
1201-471-11-0000	6	1.000	-	-	19.78	$19.78
1201-471-12-0000	6	1.000	-	-	19.78	$19.78
1201-471-13-0000	6	1.000	-	-	19.78	$19.78
1201-471-14-0000	6	1.000	-	-	19.78	$19.78
1201-471-15-0000	6	1.000	-	-	19.78	$19.78
1201-471-16-0000	6	1.000	-	-	19.78	$19.78
1201-471-17-0000	6	1.000	-	-	19.78	$19.78
1201-471-18-0000	6	1.000	-	-	19.78	$19.78

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1201-471-20-0000	6	1.000	-	-	19.78	$19.78
1201-471-21-0000	6	1.000	-	-	19.78	$19.78
1201-471-22-0000	6	1.000	-	-	19.78	$19.78
1201-471-23-0000	6	1.000	-	-	19.78	$19.78
1201-471-24-0000	6	1.000	-	-	19.78	$19.78
1201-471-25-0000	6	1.000	-	-	19.78	$19.78
1201-471-26-0000	6	1.000	-	-	19.78	$19.78
1201-471-27-0000	6	1.000	-	-	19.78	$19.78
1201-471-28-0000	6	1.000	-	-	19.78	$19.78
1201-471-29-0000	6	1.000	-	-	19.78	$19.78
1201-471-30-0000	6	1.000	-	-	19.78	$19.78
1201-471-31-0000	6	1.000	-	-	19.78	$19.78
1201-471-32-0000	6	1.000	-	-	19.78	$19.78
1201-471-33-0000	6	1.000	-	-	19.78	$19.78
1201-471-34-0000	6	1.000	-	-	19.78	$19.78
1201-471-35-0000	6	1.000	-	-	19.78	$19.78
1201-471-36-0000	6	1.000	-	-	19.78	$19.78
1201-471-37-0000	6	1.000	-	-	19.78	$19.78
1201-471-38-0000	6	1.000	-	-	19.78	$19.78
1201-471-39-0000	6	1.000	-	-	19.78	$19.78
Subtotal Zone	**6**	39.000	0	0.000	$771.42	$771.42
1201-091-60-0000	7	-	478	-	1,254.00	$1,254.00
1201-101-74-0000	7	-	356	-	933.00	$933.00
Subtotal Zone	**7**		834	0.000	$2,187.00	$2,187.00
1192-332-01-0000	8	1.000	-	-	15.23	$15.22
1192-332-02-0000	8	1.000	-	-	15.23	$15.22
1192-332-03-0000	8	1.000	-	-	15.23	$15.22
1192-332-04-0000	8	1.000	-	-	15.23	$15.22
1192-332-05-0000	8	1.000	-	-	15.23	$15.22
1192-332-06-0000	8	1.000	-	-	15.23	$15.22
1192-332-07-0000	8	1.000	-	-	15.23	$15.22
1192-332-08-0000	8	1.000	-	-	15.23	$15.22
1192-332-09-0000	8	1.000	-	-	15.23	$15.22
1192-332-10-0000	8	1.000	-	-	15.23	$15.22
1192-332-11-0000	8	1.000	-	-	15.23	$15.22
1192-332-12-0000	8	1.000	-	-	15.23	$15.22
1192-332-13-0000	8	1.000	-	-	15.23	$15.22
1192-332-14-0000	8	1.000	-	-	15.23	$15.22
1192-332-15-0000	8	1.000	-	-	15.23	$15.22
1192-332-16-0000	8	1.000	-	-	15.23	$15.22
1192-332-17-0000	8	1.000	-	-	15.23	$15.22
1192-332-18-0000	8	1.000	-	-	15.23	$15.22
1192-332-19-0000	8	1.000	-	-	15.23	$15.22

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1192-332-21-0000	8	1.000	-	-	15.23	$15.22
1192-332-22-0000	8	1.000	-	-	15.23	$15.22
1192-332-23-0000	8	1.000	-	-	15.23	$15.22
1192-332-24-0000	8	1.000	-	-	15.23	$15.22
1192-332-25-0000	8	1.000	-	-	15.23	$15.22
1192-332-26-0000	8	1.000	-	-	15.23	$15.22
1192-332-27-0000	8	1.000	-	-	15.23	$15.22
1192-332-28-0000	8	1.000	-	-	15.23	$15.22
1192-332-29-0000	8	1.000	-	-	15.23	$15.22
1192-332-30-0000	8	1.000	-	-	15.23	$15.22
1192-332-31-0000	8	1.000	-	-	15.23	$15.22
1192-332-32-0000	8	1.000	-	-	15.23	$15.22
1192-332-33-0000	8	1.000	-	-	15.23	$15.22
1192-332-34-0000	8	1.000	-	-	15.23	$15.22
1192-332-35-0000	8	1.000	-	-	15.23	$15.22
1192-332-36-0000	8	1.000	-	-	15.23	$15.22
1192-332-37-0000	8	1.000	-	-	15.23	$15.22
1192-352-01-0000	8	1.000	-	-	15.23	$15.22
1192-352-02-0000	8	1.000	-	-	15.23	$15.22
1192-352-03-0000	8	1.000	-	-	15.23	$15.22
1192-352-04-0000	8	1.000	-	-	15.23	$15.22
1192-352-05-0000	8	1.000	-	-	15.23	$15.22
1192-352-06-0000	8	1.000	-	-	15.23	$15.22
1192-352-07-0000	8	1.000	-	-	15.23	$15.22
1192-352-08-0000	8	1.000	-	-	15.23	$15.22
1192-352-09-0000	8	1.000	-	-	15.23	$15.22
1192-352-10-0000	8	1.000	-	-	15.23	$15.22
1192-352-11-0000	8	1.000	-	-	15.23	$15.22
1192-352-12-0000	8	1.000	-	-	15.23	$15.22
1192-352-13-0000	8	1.000	-	-	15.23	$15.22
1192-352-14-0000	8	1.000	-	-	15.23	$15.22
1192-352-15-0000	8	1.000	-	-	15.23	$15.22
1192-352-16-0000	8	1.000	-	-	15.23	$15.22
1192-352-17-0000	8	1.000	-	-	15.23	$15.22
1192-352-18-0000	8	1.000	-	-	15.23	$15.22
1192-352-19-0000	8	1.000	-	-	15.23	$15.22
1192-352-20-0000	8	1.000	-	-	15.23	$15.22
1192-352-21-0000	8	1.000	-	-	15.23	$15.22
1192-352-22-0000	8	1.000	-	-	15.23	$15.22
1192-352-23-0000	8	1.000	-	-	15.23	$15.22
1192-352-24-0000	8	1.000	-	-	15.23	$15.22
1192-352-25-0000	8	1.000	-	-	15.23	$15.22
1192-352-26-0000	8	1.000	-	-	15.23	$15.22
1192-352-27-0000	8	1.000	-	-	15.23	$15.22
1192-352-28-0000	8	1.000	-	-	15.23	$15.22
1192-352-29-0000	8	1.000	-	-	15.23	$15.22
1192-352-30-0000	8	1.000				

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1192-352-31-0000	8	1.000	-	-	15.23	$15.22
1192-352-32-0000	8	1.000	-	-	15.23	$15.22
1192-352-33-0000	8	1.000	-	-	15.23	$15.22
1192-352-34-0000	8	1.000	-	-	15.23	$15.22
1192-352-35-0000	8	1.000	-	-	15.23	$15.22
1192-352-36-0000	8	1.000	-	-	15.23	$15.22
1192-352-37-0000	8	1.000	-	-	15.23	$15.22
1192-352-38-0000	8	1.000	-	-	15.23	$15.22
1192-352-39-0000	8	1.000	-	-	15.23	$15.22
1192-352-40-0000	8	1.000	-	-	15.23	$15.22
1192-352-41-0000	8	1.000	-	-	15.23	$15.22
1192-352-42-0000	8	1.000	-	-	15.23	$15.22
1192-352-43-0000	8	1.000	-	-	15.23	$15.22
1192-352-44-0000	8	1.000	-	-	15.23	$15.22
1192-352-45-0000	8	1.000	-	-	15.23	$15.22
1192-352-46-0000	8	1.000	-	-	15.23	$15.22
1192-352-47-0000	8	1.000	-	-	15.23	$15.22
1192-352-48-0000	8	1.000	-	-	15.23	$15.22
1192-352-49-0000	8	1.000	-	-	15.23	$15.22
1192-352-52-0000	8	1.000	-	-	15.23	$15.22
Subtotal Zone	**8**	87.000	0	0.000	$1,325.01	$1,324.14
1200-102-18-0000	9	1.000	-	-	17.09	$17.08
1200-102-19-0000	9	1.000	-	-	17.09	$17.08
1200-102-20-0000	9	1.000	-	-	17.09	$17.08
1200-102-21-0000	9	1.000	-	-	17.09	$17.08
1200-102-22-0000	9	1.000	-	-	17.09	$17.08
1200-102-23-0000	9	1.000	-	-	17.09	$17.08
1200-102-24-0000	9	1.000	-	-	17.09	$17.08
1200-102-25-0000	9	1.000	-	-	17.09	$17.08
1200-102-26-0000	9	1.000	-	-	17.09	$17.08
1200-102-27-0000	9	1.000	-	-	17.09	$17.08
1200-102-28-0000	9	1.000	-	-	17.09	$17.08
1200-102-29-0000	9	1.000	-	-	17.09	$17.08
1200-102-30-0000	9	1.000	-	-	17.09	$17.08
1200-102-31-0000	9	1.000	-	-	17.09	$17.08
1200-102-32-0000	9	1.000	-	-	17.09	$17.08
1200-111-39-0000	9	1.000	-	-	17.09	$17.08
1200-111-40-0000	9	1.000	-	-	17.09	$17.08
1200-111-41-0000	9	1.000	-	-	17.09	$17.08
1200-111-42-0000	9	1.000	-	-	17.09	$17.08
1200-111-43-0000	9	1.000	-	-	17.09	$17.08
1200-111-44-0000	9	1.000	-	-	17.09	$17.08
1200-111-45-0000	9	1.000	-	-	17.09	$17.08
1200-111-46-0000	9	1.000	-	-	17.09	$17.08
1200-111-47-0000	9	1.000	-	-	17.09	$17.08

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1200-111-49-0000	9	1.000	-	-	17.09	$17.08
1200-111-50-0000	9	1.000	-	-	17.09	$17.08
1200-111-51-0000	9	1.000	-	-	17.09	$17.08
1200-111-52-0000	9	1.000	-	-	17.09	$17.08
1200-111-53-0000	9	1.000	-	-	17.09	$17.08
1200-111-54-0000	9	1.000	-	-	17.09	$17.08
1200-111-55-0000	9	1.000	-	-	17.09	$17.08
1200-111-56-0000	9	1.000	-	-	17.09	$17.08
1200-111-57-0000	9	1.000	-	-	17.09	$17.08
1200-111-58-0000	9	1.000	-	-	17.09	$17.08
1200-111-59-0000	9	1.000	-	-	17.09	$17.08
1200-111-60-0000	9	1.000	-	-	17.09	$17.08
1200-111-61-0000	9	1.000	-	-	17.09	$17.08
1200-111-62-0000	9	1.000	-	-	17.09	$17.08
1200-111-63-0000	9	1.000	-	-	17.09	$17.08
1200-111-64-0000	9	1.000	-	-	17.09	$17.08
1200-111-65-0000	9	1.000	-	-	17.09	$17.08
1200-111-66-0000	9	1.000	-	-	17.09	$17.08
1200-111-67-0000	9	1.000	-	-	17.09	$17.08
1200-111-68-0000	9	1.000	-	-	17.09	$17.08
1200-111-69-0000	9	1.000	-	-	17.09	$17.08
1200-111-70-0000	9	1.000	-	-	17.09	$17.08
Subtotal Zone	**9**	47.000	0	0.000	$803.23	$802.76
1201-031-40-0000	10	1.000	-	-	19.78	$19.78
1201-031-41-0000	10	1.000	-	-	19.78	$19.78
1201-031-42-0000	10	1.000	-	-	19.78	$19.78
1201-031-43-0000	10	1.000	-	-	19.78	$19.78
1201-031-44-0000	10	1.000	-	-	19.78	$19.78
1201-031-45-0000	10	1.000	-	-	19.78	$19.78
1201-031-46-0000	10	1.000	-	-	19.78	$19.78
1201-031-47-0000	10	1.000	-	-	19.78	$19.78
1201-031-48-0000	10	1.000	-	-	19.78	$19.78
1201-031-49-0000	10	1.000	-	-	19.78	$19.78
1201-031-50-0000	10	1.000	-	-	19.78	$19.78
1201-031-51-0000	10	1.000	-	-	19.78	$19.78
1201-031-52-0000	10	1.000	-	-	19.78	$19.78
1201-031-53-0000	10	1.000	-	-	19.78	$19.78
1201-031-54-0000	10	1.000	-	-	19.78	$19.78
1201-031-55-0000	10	1.000	-	-	19.78	$19.78
1201-031-56-0000	10	1.000	-	-	19.78	$19.78
1201-031-57-0000	10	1.000	-	-	19.78	$19.78
1201-031-58-0000	10	1.000	-	-	19.78	$19.78
1201-031-59-0000	10	1.000	-	-	19.78	$19.78
1201-031-60-0000	10	1.000	-	-	19.78	$19.78
1201-031-61-0000	10	1.000	-	-	19.78	$19.78

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1201-031-63-0000	10	1.000	-	-	19.78	$19.78
1201-031-64-0000	10	1.000	-	-	19.78	$19.78
1201-031-65-0000	10	1.000	-	-	19.78	$19.78
1201-031-66-0000	10	1.000	-	-	19.78	$19.78
1201-031-67-0000	10	1.000	-	-	19.78	$19.78
1201-031-68-0000	10	1.000	-	-	19.78	$19.78
1201-031-69-0000	10	1.000	-	-	19.78	$19.78
1201-031-70-0000	10	1.000	-	-	19.78	$19.78
1201-031-71-0000	10	1.000	-	-	19.78	$19.78
1201-031-72-0000	10	1.000	-	-	19.78	$19.78
1201-031-73-0000	10	1.000	-	-	19.78	$19.78
1201-031-74-0000	10	1.000	-	-	19.78	$19.78
1201-031-75-0000	10	1.000	-	-	19.78	$19.78
1201-031-76-0000	10	1.000	-	-	19.78	$19.78
1201-031-77-0000	10	1.000	-	-	19.78	$19.78
Subtotal Zone	**10**	38.000	0	0.000	$751.64	$751.64
1200-611-10-0000	11	1.000	-	-	90.00	$90.00
1200-611-11-0000	11	1.000	-	-	90.00	$90.00
1200-611-12-0000	11	1.000	-	-	90.00	$90.00
1200-611-13-0000	11	1.000	-	-	90.00	$90.00
1200-611-14-0000	11	1.000	-	-	90.00	$90.00
1200-611-15-0000	11	1.000	-	-	90.00	$90.00
1200-611-16-0000	11	1.000	-	-	90.00	$90.00
1200-621-10-0000	11	1.000	-	-	90.00	$90.00
1200-621-11-0000	11	1.000	-	-	90.00	$90.00
1200-621-12-0000	11	1.000	-	-	90.00	$90.00
1200-621-13-0000	11	1.000	-	-	90.00	$90.00
1200-621-14-0000	11	1.000	-	-	90.00	$90.00
1200-621-15-0000	11	1.000	-	-	90.00	$90.00
1200-621-16-0000	11	1.000	-	-	90.00	$90.00
1200-621-17-0000	11	1.000	-	-	90.00	$90.00
1200-621-18-0000	11	1.000	-	-	90.00	$90.00
Subtotal Zone	**11**	16.000	0	0.000	$1,440.00	$1,440.00
0297-291-01-0000	12	1.000	-	-	22.00	$22.00
0297-291-02-0000	12	1.000	-	-	22.00	$22.00
0297-291-03-0000	12	1.000	-	-	22.00	$22.00
0297-291-04-0000	12	1.000	-	-	22.00	$22.00
0297-291-05-0000	12	1.000	-	-	22.00	$22.00
0297-291-06-0000	12	1.000	-	-	22.00	$22.00
0297-291-07-0000	12	1.000	-	-	22.00	$22.00
0297-291-08-0000	12	1.000	-	-	22.00	$22.00
0297-291-09-0000	12	1.000	-	-	22.00	$22.00
0297-291-10-0000	12	1.000	-	-	22.00	$22.00

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-291-12-0000	12	1.000	-	-	22.00	$22.00
0297-291-13-0000	12	1.000	-	-	22.00	$22.00
0297-291-14-0000	12	1.000	-	-	22.00	$22.00
0297-291-15-0000	12	1.000	-	-	22.00	$22.00
0297-291-16-0000	12	1.000	-	-	22.00	$22.00
0297-291-17-0000	12	1.000	-	-	22.00	$22.00
0297-291-18-0000	12	1.000	-	-	22.00	$22.00
0297-291-19-0000	12	1.000	-	-	22.00	$22.00
0297-291-20-0000	12	1.000	-	-	22.00	$22.00
0297-291-21-0000	12	1.000	-	-	22.00	$22.00
0297-291-22-0000	12	1.000	-	-	22.00	$22.00
0297-291-23-0000	12	1.000	-	-	22.00	$22.00
0297-291-24-0000	12	1.000	-	-	22.00	$22.00
0297-291-25-0000	12	1.000	-	-	22.00	$22.00
0297-291-26-0000	12	1.000	-	-	22.00	$22.00
0297-291-27-0000	12	1.000	-	-	22.00	$22.00
0297-291-28-0000	12	1.000	-	-	22.00	$22.00
0297-291-29-0000	12	1.000	-	-	22.00	$22.00
0297-291-30-0000	12	1.000	-	-	22.00	$22.00
0297-291-31-0000	12	1.000	-	-	22.00	$22.00
0297-291-32-0000	12	1.000	-	-	22.00	$22.00
0297-291-33-0000	12	1.000	-	-	22.00	$22.00
0297-291-34-0000	12	1.000	-	-	22.00	$22.00
0297-291-35-0000	12	1.000	-	-	22.00	$22.00
0297-291-36-0000	12	1.000	-	-	22.00	$22.00
0297-291-37-0000	12	1.000	-	-	22.00	$22.00
0297-291-38-0000	12	1.000	-	-	22.00	$22.00
0297-291-39-0000	12	1.000	-	-	22.00	$22.00
0297-291-40-0000	12	1.000	-	-	22.00	$22.00
0297-291-41-0000	12	1.000	-	-	22.00	$22.00
0297-291-42-0000	12	1.000	-	-	22.00	$22.00
0297-291-43-0000	12	1.000	-	-	22.00	$22.00
0297-291-44-0000	12	1.000	-	-	22.00	$22.00
0297-291-45-0000	12	1.000	-	-	22.00	$22.00
0297-291-46-0000	12	1.000	-	-	22.00	$22.00
0297-291-47-0000	12	1.000	-	-	22.00	$22.00
0297-291-48-0000	12	1.000	-	-	22.00	$22.00
0297-291-49-0000	12	1.000	-	-	22.00	$22.00
0297-291-50-0000	12	1.000	-	-	22.00	$22.00
0297-291-51-0000	12	1.000	-	-	22.00	$22.00
0297-291-52-0000	12	1.000	-	-	22.00	$22.00
0297-291-53-0000	12	1.000	-	-	22.00	$22.00
0297-291-54-0000	12	1.000	-	-	22.00	$22.00
0297-291-55-0000	12	1.000	-	-	22.00	$22.00
0297-291-56-0000	12	1.000	-	-	22.00	$22.00
0297-291-57-0000	12	1.000	-	-	22.00	$22.00
0297-291-58-0000	12	1.000			22.00	$22.00

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
0297-291-59-0000	12	1.000	-	-	22.00	$22.00
0297-301-01-0000	12	1.000	-	-	22.00	$22.00
Subtotal Zone	**12**	60.000	0	0.000	$1,320.00	$1,320.00
1192-091-36-0000	13	1.000	-	-	19.78	$19.78
1192-091-37-0000	13	1.000	-	-	19.78	$19.78
1192-091-38-0000	13	1.000	-	-	19.78	$19.78
1192-091-39-0000	13	1.000	-	-	19.78	$19.78
1192-091-40-0000	13	1.000	-	-	19.78	$19.78
1192-091-41-0000	13	1.000	-	-	19.78	$19.78
1192-091-42-0000	13	1.000	-	-	19.78	$19.78
1192-091-43-0000	13	1.000	-	-	19.78	$19.78
1192-091-44-0000	13	1.000	-	-	19.78	$19.78
Subtotal Zone	**13**	9.000	0	0.000	$178.02	$178.02
1201-481-01-0000	14	1.000	-	-	132.80	$132.80
1201-481-02-0000	14	1.000	-	-	132.80	$132.80
1201-481-03-0000	14	1.000	-	-	132.80	$132.80
1201-481-04-0000	14	1.000	-	-	132.80	$132.80
1201-481-05-0000	14	1.000	-	-	132.80	$132.80
1201-481-06-0000	14	1.000	-	-	132.80	$132.80
1201-481-07-0000	14	1.000	-	-	132.80	$132.80
1201-481-08-0000	14	1.000	-	-	132.80	$132.80
1201-481-09-0000	14	1.000	-	-	132.80	$132.80
1201-481-10-0000	14	1.000	-	-	132.80	$132.80
1201-481-11-0000	14	1.000	-	-	132.80	$132.80
1201-481-12-0000	14	1.000	-	-	132.80	$132.80
1201-481-13-0000	14	1.000	-	-	132.80	$132.80
1201-481-14-0000	14	1.000	-	-	132.80	$132.80
1201-481-15-0000	14	1.000	-	-	132.80	$132.80
1201-481-16-0000	14	1.000	-	-	132.80	$132.80
1201-481-17-0000	14	1.000	-	-	132.80	$132.80
1201-481-18-0000	14	1.000	-	-	132.80	$132.80
1201-481-19-0000	14	1.000	-	-	132.80	$132.80
1201-481-20-0000	14	1.000	-	-	132.80	$132.80
1201-481-21-0000	14	1.000	-	-	132.80	$132.80
1201-481-22-0000	14	1.000	-	-	132.80	$132.80
1201-481-23-0000	14	1.000	-	-	132.80	$132.80
1201-481-24-0000	14	1.000	-	-	132.80	$132.80
1201-481-25-0000	14	1.000	-	-	132.80	$132.80
Subtotal Zone	**14**	25.000	0	0.000	$3,320.00	$3,320.00
1191-511-01-0000	15	1.000	-	-	75.00	$75.00
1191-511-02-0000	15	1.000	-	-	75.00	$75.00
1191-511-03-0000	15	1.000	-	-	75.00	$75.00

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1191-511-04-0000	15	1.000	-	-	75.00	$75.00
1191-511-05-0000	15	1.000	-	-	75.00	$75.00
1191-511-06-0000	15	1.000	-	-	75.00	$75.00
1191-511-07-0000	15	1.000	-	-	75.00	$75.00
1191-511-08-0000	15	1.000	-	-	75.00	$75.00
1191-511-09-0000	15	1.000	-	-	75.00	$75.00
1191-511-10-0000	15	1.000	-	-	75.00	$75.00
1191-511-11-0000	15	1.000	-	-	75.00	$75.00
1191-511-12-0000	15	1.000	-	-	75.00	$75.00
1191-511-13-0000	15	1.000	-	-	75.00	$75.00
1191-511-14-0000	15	1.000	-	-	75.00	$75.00
1191-511-15-0000	15	1.000	-	-	75.00	$75.00
1191-511-16-0000	15	1.000	-	-	75.00	$75.00
1191-511-17-0000	15	1.000	-	-	75.00	$75.00
1191-511-18-0000	15	1.000	-	-	75.00	$75.00
1191-511-19-0000	15	1.000	-	-	75.00	$75.00
1191-511-20-0000	15	1.000	-	-	75.00	$75.00
1191-511-21-0000	15	1.000	-	-	75.00	$75.00
1191-511-22-0000	15	1.000	-	-	75.00	$75.00
1191-511-23-0000	15	1.000	-	-	75.00	$75.00
1191-511-24-0000	15	1.000	-	-	75.00	$75.00
Subtotal Zone	**15**	24.000	0	0.000	$1,800.00	$1,800.00
1200-081-05-0000	16	-	-	12.118	974.77	$974.76
Subtotal Zone	**16**		0	12.118	$974.77	$974.76
1192-461-59-0000	17	1.000	-	-	176.00	$176.00
1192-461-60-0000	17	1.000	-	-	176.00	$176.00
1192-461-61-0000	17	1.000	-	-	176.00	$176.00
1192-461-62-0000	17	1.000	-	-	176.00	$176.00
1192-461-63-0000	17	1.000	-	-	176.00	$176.00
1192-461-66-0000	17	1.000	-	-	176.00	$176.00
1192-461-67-0000	17	1.000	-	-	176.00	$176.00
1192-461-68-0000	17	1.000	-	-	176.00	$176.00
1192-461-69-0000	17	1.000	-	-	176.00	$176.00
1192-461-71-0000	17	1.000	-	-	176.00	$176.00
1192-461-73-0000	17	1.000	-	-	176.00	$176.00
1192-481-70-0000	17	1.000	-	-	176.00	$176.00
1192-481-71-0000	17	1.000	-	-	176.00	$176.00
1192-481-72-0000	17	1.000	-	-	176.00	$176.00
1192-481-73-0000	17	1.000	-	-	176.00	$176.00
1192-481-74-0000	17	1.000	-	-	176.00	$176.00
1192-481-75-0000	17	1.000	-	-	176.00	$176.00
1192-481-76-0000	17	1.000	-	-	176.00	$176.00
1192-481-77-0000	17	1.000	-	-	176.00	$176.00

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1192-481-79-0000	17	1.000	-	-	176.00	$176.00
1192-481-80-0000	17	1.000	-	-	176.00	$176.00
1192-481-81-0000	17	1.000	-	-	176.00	$176.00
1192-481-82-0000	17	1.000	-	-	176.00	$176.00
1192-481-83-0000	17	1.000	-	-	176.00	$176.00
1192-481-84-0000	17	1.000	-	-	176.00	$176.00
1192-481-85-0000	17	1.000	-	-	176.00	$176.00
1192-481-86-0000	17	1.000	-	-	176.00	$176.00
1192-481-87-0000	17	1.000	-	-	176.00	$176.00
1192-481-88-0000	17	1.000	-	-	176.00	$176.00
1192-481-89-0000	17	1.000	-	-	176.00	$176.00
1192-481-90-0000	17	1.000	-	-	176.00	$176.00
1192-481-91-0000	17	1.000	-	-	176.00	$176.00
1192-481-92-0000	17	1.000	-	-	176.00	$176.00
1192-481-93-0000	17	1.000	-	-	176.00	$176.00
Subtotal Zone	**17**	35.000	0	0.000	$6,160.00	$6,160.00
1201-501-02-0000	18	1.000	-	-	21.82	$21.82
1201-501-03-0000	18	1.000	-	-	21.82	$21.82
1201-501-04-0000	18	1.000	-	-	21.82	$21.82
1201-501-05-0000	18	1.000	-	-	21.82	$21.82
1201-501-06-0000	18	1.000	-	-	21.82	$21.82
1201-501-07-0000	18	1.000	-	-	21.82	$21.82
1201-501-08-0000	18	1.000	-	-	21.82	$21.82
1201-501-09-0000	18	1.000	-	-	21.82	$21.82
1201-501-10-0000	18	1.000	-	-	21.82	$21.82
1201-501-11-0000	18	1.000	-	-	21.82	$21.82
1201-501-12-0000	18	1.000	-	-	21.82	$21.82
1201-501-13-0000	18	1.000	-	-	21.82	$21.82
1201-501-14-0000	18	1.000	-	-	21.82	$21.82
1201-501-15-0000	18	1.000	-	-	21.82	$21.82
1201-501-16-0000	18	1.000	-	-	21.82	$21.82
1201-501-17-0000	18	1.000	-	-	21.82	$21.82
1201-501-18-0000	18	1.000	-	-	21.82	$21.82
1201-501-19-0000	18	1.000	-	-	21.82	$21.82
1201-501-20-0000	18	1.000	-	-	21.82	$21.82
1201-501-21-0000	18	1.000	-	-	21.82	$21.82
1201-501-22-0000	18	1.000	-	-	21.82	$21.82
1201-501-23-0000	18	1.000	-	-	21.82	$21.82
1201-501-24-0000	18	1.000	-	-	21.82	$21.82
1201-501-25-0000	18	1.000	-	-	21.82	$21.82
1201-501-26-0000	18	1.000	-	-	21.82	$21.82
1201-501-27-0000	18	1.000	-	-	21.82	$21.82
1201-501-28-0000	18	1.000	-	-	21.82	$21.82
1201-501-29-0000	18	1.000	-	-	21.82	$21.82
1201-501-30-0000	18	1.000	-	-	21.82	$21.82

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1201-501-32-0000	18	1.000	-	-	21.82	$21.82
1201-501-33-0000	18	1.000	-	-	21.82	$21.82
1201-501-34-0000	18	1.000	-	-	21.82	$21.82
1201-501-35-0000	18	1.000	-	-	21.82	$21.82
1201-501-36-0000	18	1.000	-	-	21.82	$21.82
1201-501-37-0000	18	1.000	-	-	21.82	$21.82
1201-501-38-0000	18	1.000	-	-	21.82	$21.82
1201-501-39-0000	18	1.000	-	-	21.82	$21.82
1201-501-40-0000	18	1.000	-	-	21.82	$21.82
1201-501-41-0000	18	1.000	-	-	21.82	$21.82
1201-501-42-0000	18	1.000	-	-	21.82	$21.82
1201-501-43-0000	18	1.000	-	-	21.82	$21.82
1201-501-44-0000	18	1.000	-	-	21.82	$21.82
1201-501-45-0000	18	1.000	-	-	21.82	$21.82
1201-501-46-0000	18	1.000	-	-	21.82	$21.82
1201-501-47-0000	18	1.000	-	-	21.82	$21.82
1201-501-48-0000	18	1.000	-	-	21.82	$21.82
1201-501-49-0000	18	1.000	-	-	21.82	$21.82
1201-501-50-0000	18	1.000	-	-	21.82	$21.82
1201-501-51-0000	18	1.000	-	-	21.82	$21.82
1201-501-52-0000	18	1.000	-	-	21.82	$21.82
1201-501-53-0000	18	1.000	-	-	21.82	$21.82
1201-501-54-0000	18	1.000	-	-	21.82	$21.82
1201-501-55-0000	18	1.000	-	-	21.82	$21.82
1201-501-56-0000	18	1.000	-	-	21.82	$21.82
1201-501-57-0000	18	1.000	-	-	21.82	$21.82
1201-501-58-0000	18	1.000	-	-	21.82	$21.82
1201-501-59-0000	18	1.000	-	-	21.82	$21.82
1201-501-60-0000	18	1.000	-	-	21.82	$21.82
1201-501-61-0000	18	1.000	-	-	21.82	$21.82
1201-501-62-0000	18	1.000	-	-	21.82	$21.82
1201-501-63-0000	18	1.000	-	-	21.82	$21.82
1201-501-64-0000	18	1.000	-	-	21.82	$21.82
1201-502-01-0000	18	1.000	-	-	21.82	$21.82
1201-502-02-0000	18	1.000	-	-	21.82	$21.82
1201-502-03-0000	18	1.000	-	-	21.82	$21.82
1201-502-04-0000	18	1.000	-	-	21.82	$21.82
1201-502-05-0000	18	1.000	-	-	21.82	$21.82
1201-502-06-0000	18	1.000	-	-	21.82	$21.82
1201-502-07-0000	18	1.000	-	-	21.82	$21.82
1201-502-08-0000	18	1.000	-	-	21.82	$21.82
1201-502-09-0000	18	1.000	-	-	21.82	$21.82
1201-502-10-0000	18	1.000	-	-	21.82	$21.82
1201-502-11-0000	18	1.000	-	-	21.82	$21.82
1201-502-12-0000	18	1.000	-	-	21.82	$21.82
1201-502-13-0000	18	1.000	-	-	21.82	$21.82
1201-502-14-0000	18	1.000				

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1201-502-15-0000	18	1.000	-	-	21.82	$21.82
1201-502-16-0000	18	1.000	-	-	21.82	$21.82
1201-502-17-0000	18	1.000	-	-	21.82	$21.82
1201-502-18-0000	18	1.000	-	-	21.82	$21.82
1201-502-19-0000	18	1.000	-	-	21.82	$21.82
1201-502-20-0000	18	1.000	-	-	21.82	$21.82
1201-502-21-0000	18	1.000	-	-	21.82	$21.82
1201-502-22-0000	18	1.000	-	-	21.82	$21.82
1201-502-23-0000	18	1.000	-	-	21.82	$21.82
1201-502-24-0000	18	1.000	-	-	21.82	$21.82
1201-502-25-0000	18	1.000	-	-	21.82	$21.82
1201-502-26-0000	18	1.000	-	-	21.82	$21.82
1201-502-27-0000	18	1.000	-	-	21.82	$21.82
1201-502-28-0000	18	1.000	-	-	21.82	$21.82
1201-502-29-0000	18	1.000	-	-	21.82	$21.82
1201-502-30-0000	18	1.000	-	-	21.82	$21.82
1201-502-31-0000	18	1.000	-	-	21.82	$21.82
1201-502-32-0000	18	1.000	-	-	21.82	$21.82
1201-502-33-0000	18	1.000	-	-	21.82	$21.82
1201-502-34-0000	18	1.000	-	-	21.82	$21.82
1201-502-35-0000	18	1.000	-	-	21.82	$21.82
1201-502-36-0000	18	1.000	-	-	21.82	$21.82
1201-502-37-0000	18	1.000	-	-	21.82	$21.82
1201-502-38-0000	18	1.000	-	-	21.82	$21.82
1201-502-39-0000	18	1.000	-	-	21.82	$21.82
1201-502-40-0000	18	1.000	-	-	21.82	$21.82
1201-502-41-0000	18	1.000	-	-	21.82	$21.82
1201-502-42-0000	18	1.000	-	-	21.82	$21.82
1201-502-43-0000	18	1.000	-	-	21.82	$21.82
1201-502-44-0000	18	1.000	-	-	21.82	$21.82
1201-502-45-0000	18	1.000	-	-	21.82	$21.82
1201-502-46-0000	18	1.000	-	-	21.82	$21.82
1201-502-47-0000	18	1.000	-	-	21.82	$21.82
1201-502-48-0000	18	1.000	-	-	21.82	$21.82
1201-502-49-0000	18	1.000	-	-	21.82	$21.82
1201-502-50-0000	18	1.000	-	-	21.82	$21.82
1201-502-51-0000	18	1.000	-	-	21.82	$21.82
1201-502-52-0000	18	1.000	-	-	21.82	$21.82
1201-502-53-0000	18	1.000	-	-	21.82	$21.82
1201-502-54-0000	18	1.000	-	-	21.82	$21.82
1201-502-55-0000	18	1.000	-	-	21.82	$21.82
Subtotal Zone	**18**	118.000	0	0.000	$2,574.76	$2,574.76
1210-161-45-0000	19	1.000	-	-	58.75	$58.74
1210-161-46-0000	19	1.000	-	-	58.75	$58.74
1210-161-47-0000	19	1.000	-	-	58.75	$58.74

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1210-161-49-0000	19	1.000	-	-	58.75	$58.74
1210-161-50-0000	19	1.000	-	-	58.75	$58.74
1210-161-51-0000	19	1.000	-	-	58.75	$58.74
1210-161-52-0000	19	1.000	-	-	58.75	$58.74
1210-161-53-0000	19	1.000	-	-	58.75	$58.74
1210-421-34-0000	19	1.000	-	-	58.75	$58.74
1210-421-35-0000	19	1.000	-	-	58.75	$58.74
1210-421-36-0000	19	1.000	-	-	58.75	$58.74
1210-421-37-0000	19	1.000	-	-	58.75	$58.74
1210-421-38-0000	19	1.000	-	-	58.75	$58.74
1210-421-39-0000	19	1.000	-	-	58.75	$58.74
1210-421-40-0000	19	1.000	-	-	58.75	$58.74
1210-421-41-0000	19	1.000	-	-	58.75	$58.74
1210-421-42-0000	19	1.000	-	-	58.75	$58.74
1210-421-43-0000	19	1.000	-	-	58.75	$58.74
1210-421-44-0000	19	1.000	-	-	58.75	$58.74
1210-421-45-0000	19	1.000	-	-	58.75	$58.74
1210-421-46-0000	19	1.000	-	-	58.75	$58.74
1210-421-47-0000	19	1.000	-	-	58.75	$58.74
1210-421-48-0000	19	1.000	-	-	58.75	$58.74
1210-421-49-0000	19	1.000	-	-	58.75	$58.74
1210-421-50-0000	19	1.000	-	-	58.75	$58.74
1210-421-51-0000	19	1.000	-	-	58.75	$58.74
1210-421-52-0000	19	1.000	-	-	58.75	$58.74
1210-421-53-0000	19	1.000	-	-	58.75	$58.74
1210-421-54-0000	19	1.000	-	-	58.75	$58.74
1210-421-55-0000	19	1.000	-	-	58.75	$58.74
1210-421-56-0000	19	1.000	-	-	58.75	$58.74
1210-421-57-0000	19	1.000	-	-	58.75	$58.74
1210-421-58-0000	19	1.000	-	-	58.75	$58.74
1210-421-59-0000	19	1.000	-	-	58.75	$58.74
1210-421-60-0000	19	1.000	-	-	58.75	$58.74
1210-421-62-0000	19	1.000	-	-	58.75	$58.74
1210-421-63-0000	19	1.000	-	-	58.75	$58.74
1210-421-64-0000	19	1.000	-	-	58.75	$58.74
1210-421-65-0000	19	1.000	-	-	58.75	$58.74
1210-521-01-0000	19	1.000	-	-	58.75	$58.74
1210-521-02-0000	19	1.000	-	-	58.75	$58.74
1210-521-03-0000	19	1.000	-	-	58.75	$58.74
1210-521-04-0000	19	1.000	-	-	58.75	$58.74
1210-521-05-0000	19	1.000	-	-	58.75	$58.74
1210-521-06-0000	19	1.000	-	-	58.75	$58.74
1210-521-07-0000	19	1.000	-	-	58.75	$58.74
1210-521-08-0000	19	1.000	-	-	58.75	$58.74
1210-521-09-0000	19	1.000	-	-	58.75	$58.74
1210-521-10-0000	19	1.000	-	-	58.75	$58.74
1210-521-11-0000	19	1.000	-	-	58.75	$58.74

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1210-521-12-0000	19	1.000	-	-	58.75	$58.74
1210-521-13-0000	19	1.000	-	-	58.75	$58.74
1210-521-14-0000	19	1.000	-	-	58.75	$58.74
1210-521-15-0000	19	1.000	-	-	58.75	$58.74
1210-521-16-0000	19	1.000	-	-	58.75	$58.74
1210-521-17-0000	19	1.000	-	-	58.75	$58.74
1210-521-18-0000	19	1.000	-	-	58.75	$58.74
1210-521-19-0000	19	1.000	-	-	58.75	$58.74
1210-521-20-0000	19	1.000	-	-	58.75	$58.74
1210-521-21-0000	19	1.000	-	-	58.75	$58.74
1210-521-22-0000	19	1.000	-	-	58.75	$58.74
1210-521-23-0000	19	1.000	-	-	58.75	$58.74
1210-521-24-0000	19	1.000	-	-	58.75	$58.74
1210-521-25-0000	19	1.000	-	-	58.75	$58.74
1210-521-26-0000	19	1.000	-	-	58.75	$58.74
1210-521-27-0000	19	1.000	-	-	58.75	$58.74
1210-521-28-0000	19	1.000	-	-	58.75	$58.74
1210-521-29-0000	19	1.000	-	-	58.75	$58.74
1210-521-32-0000	19	1.000	-	-	58.75	$58.74
1210-521-33-0000	19	1.000	-	-	58.75	$58.74
1210-521-34-0000	19	1.000	-	-	58.75	$58.74
1210-521-35-0000	19	1.000	-	-	58.75	$58.74
1210-521-40-0000	19	1.000	-	-	58.75	$58.74
1210-521-43-0000	19	1.000	-	-	58.75	$58.74
1210-521-44-0000	19	1.000	-	-	58.75	$58.74
1210-521-45-0000	19	1.000	-	-	58.75	$58.74
1210-521-46-0000	19	1.000	-	-	58.75	$58.74
1210-521-47-0000	19	1.000	-	-	58.75	$58.74
1210-521-48-0000	19	1.000	-	-	58.75	$58.74
Subtotal Zone	**19**	80.000	0	0.000	$4,700.00	$4,699.20
1201-361-28-0000	20	1.000	-	-	2,888.00	$2,888.00
Subtotal Zone	**20**	1.000	0	0.000	$2,888.00	$2,888.00
1191-351-59-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-60-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-61-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-62-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-63-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-64-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-65-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-66-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-67-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-68-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-69-0000	21	1.000	-	-	1,587.00	$1,587.00

City of Highland
Street and Drainage Maintenance District No. 96-1
Preliminary Roll
Fiscal Year 2023-24

APN	Zone	EDU	Frontage	Acreage	Assessment	Total Assessment*
1191-351-71-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-72-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-73-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-76-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-77-0000	21	1.000	-	-	1,587.00	$1,587.00
1191-351-78-0000	21	1.000	-	-	1,587.00	$1,587.00
Subtotal Zone	**21**	18.000	0	0.000	28,566.00	$28,566.00
1210-371-51-0000	22	54.000	-	-	19,440.00	$19,440.00
Subtotal Zone	**22**	54.000	0	0.000	19,440.00	$19,440.00
DISTRICT TOTAL:					$92,243.34	$92,240.96

**** Rounding to Even Cents***

ATTACHMENT # 2

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND COUNTY OF SAN BERNARDINO, CALIFORNIA GIVING PRELIMINARY APPROVAL OF REPORT FOR STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 96-1 FISCAL YEAR 2023-24

RESOLVED by the City Council of the City of Highland that:

WHEREAS, on the 14th day of February 2023, said City Council did adopt its Resolution No. 2023-004 directing the Engineer of Work to make and file with the City Clerk of said City a report in writing as required by the Benefit Act of 1982; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under the pursuant to said act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no part of said report requires modification in any respect;

NOW THEREFORE, it is ordered as follows:

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

2. That the land so identified within said Assessment District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

3. That the proposed assessment upon the subdivision of land in said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

APPROVED AND ADOPTED this 9th day of May 2023.

_____
Larry McCallon
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

ATTACHMENT # 3

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL 2023-24 IN STREET AND DRAINAGE MAINTENANCE DISTRICT NO. 96-1, AN ASSESSMENT DISTRICT, AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Highland, pursuant to the provisions of the Benefit Assessment Act of 1982 codified in Government Code Section 54703 et seq. of the State of California, does resolve as follows:

Description of Work

SECTION 1. That the public interest and convenience requires and it is in the intention of the City Council of the City of Highland, California, to order the following work be done, to wit:

1. Maintenance and servicing of streets and drainage structures as authorized by Section 54703 of the Government Code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Location of Work

SECTION 2. (1) The Zone 1 described work is to be located within an access easement located between Nye Street and Base Line shown as Emergency Access on the final map of Tract 15663, which is on file in the City Clerk's office. (2) The Zone 2 described work is to be located within roadway, right-of-way or drainage easement within and outside the incorporated boundaries of the City of Highland, along Greenspot Road, Calle Del Rio Street, Mission Street, more particularly described on drainage improvements plans for Tract 14326, 14326-1 and 14326-2, which are on file in the City Engineer's office. (3) The Zone 3 described work is to be located within roadway, right-of-way or drainage easements along Boulder Avenue as shown on drainage improvement plans for the Walgreens Pharmacy located at the southeast corner of Base Line and Boulder Avenue. (4) The Zone 4 described work is to be located within the alley that connects Carriage Hill Drive to Coachman Lane. (5) The Zone 5 described work is to be located within roadway, right-of-way on drainage easements along Santa Ana Canyon Rd., Marianne Way, and Alta Vista Drive. (6) The Zone 6 described work is to be located within roadway, right-of-way or drainage easements

along Streater Drive and Sycamore Drive as shown on the drainage improvement plans for Tract 15969 and 15969-1, which are on file in the City Engineer's office. (7) The Zone 7 described work is to be located within the connector road located between Boulder Avenue and Stoney Creek Drive as shown as "Access Easement A" on Parcel Map 15687 which is on file in the City Clerk's office. (8) The Zone 8 described work is to be located within roadway, right-of-way or drainage easements along Marshall Court. (9) The Zone 9 described work is to be located within roadway, right-of-way or drainage easements as shown on the drainage improvement plans for Tract 14757, which are on file in the City Engineer's office. (10) The Zone 10 described work is to be located within roadway, right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 16607, which are on file in the City Engineer's office. (11) The Zone 11 described work is to be located within roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 15960, which are on file in the City Engineer's office. (12) The Zone 12 described work is to be located within roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 16914. (13) Zone 13 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 17590. (14) Zone 14 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 17263. (15) Zone 15 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 18199, which are on file in the City Engineer's office. (16) Zone 16 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for the commercial development known as San Manual Village, which are on file in the City Engineer's office. (17) Zone 17 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 18677, which are on file in the City Engineer's office. (18) Zone 18 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract 17682, which are on file in the City Engineer's office. (19) Zone 19 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tracts 16745 and 18935, which are on file in the City Engineer's office. (20) Zone 20 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Parcel map 19824, which are on file in the City Engineer's office. 21) Zone 21 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Parcel map 20455 and Tract map 18013, which are on file in the City Engineer's office. 22) Zone 22 described work is to be located within the roadway right-of-way, or drainage easements as shown on the drainage improvement plans for Tract map 20142, which are on file in the City Engineer's office.

Description of Assessment District

SECTION 3. That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and the said City Council hereby makes the expense of said work chargeable upon a district, which said district is described as follows: (1) Zone 1: All that certain territory of Subdivision Tract 15663 within the City of Highland, and a commercial parcel of land described as the "remainder parcel of Tract 15663," recorded in Map Book 260 and Page 79 thru 83, San Bernardino County, (2) Zone 2: all that certain territory of Tentative Tract 14326, 14326-1, and 14326-2, and recorded in Parcel Map Book 160 and Page 26 thru 28 San Bernardino County as Parcel Map No. 13639, (3) Zone 3: all that certain territory described as Parcel 1, Certificate of Compliance No. 99-011, and recorded as Document No. 19990399965, San Bernardino County, (4) Zone 4: all that certain territory of Subdivision Tract 7996 and recorded in Map Book 110, Page 97 thru 98, and Tract 8718 and recorded in Map Book 119 Page 45 thru 47, San Bernardino County, (5) Zone 5: all that certain territory of Subdivision Tract 15375, and recorded in Map Book 282 and Page 73 thru 75, San Bernardino County, (6) Zone 6: all that certain territory of Subdivision Tract 15969 and 15969-1, and recorded in Map Book 281 and Page 95 thru 97, and Map Book 281 and Page 92 thru 94 respectively, (7) Zone 7: Parcels 3,4, and 5 of Parcel Map 15687 and recorded in Parcel Map Book 193, Page 38 thru 39, San Bernardino County, (8) Zone 8: all that certain territory of Subdivision Tract 16404 and recorded in Map Book 297, and Page 4 thru 7 respectively, (9) Zone 9: all that certain territory of Tract 14757 in Map Book 303, Page 5 thru 9; (10) Zone 10: all that certain territory of Tract 16607 in Map Book 307, Pages 25 & 26; (11) Zone 11: all that certain territory of Tentative Subdivision Tract 15960; (12) Zone 12: all that certain territory of Tentative Subdivision Tract 16914. (13) Zone 13: all that certain territory of Tentative Subdivision Tract 17590; (14) Zone 14: all that certain territory of Tentative Subdivision Tract 17263; (15) Zone 15: all that certain territory of Tentative Subdivision Tract 18199; (16) Zone 16: all that certain territory of Assessor's Parcel Number's 1200-081-01-0000 and 1200-081-03-0000; (17) Zone 17: all that certain territory of Tentative Subdivision Tract 18677; (18) Zone 18: all that certain territory of Tract 17682; (19) Zone 19: all that certain territory of Tracts 16745 and 18935. (20) Zone 20: all that certain territory of Parcel map 19824. (21) Zone 22: all that certain territory of Parcel map 20455 and Tract map 18013. (22) Zone 22: all that certain territory of Tract map 20142.

Report of the Engineer

SECTION 4. The City Council of said City by Resolution No. 2023-___ has accepted the report of the Engineer of Work, which report indicates the amount of the proposed assessment, the property to be assessed, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for City of Highland, Street and Drainage District No. 96-1" is on file in the Office of the City Clerk of said City and was prepared for the 2023-24 Fiscal Year in accordance with The Benefit Assessment

Act of 1982. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Collection of Assessments

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct public hearings upon said report as required by law, at which time assessments for the next fiscal year will be determined.

Time and Place of Hearing

SECTION 6. Notice is hereby given that on the 13th day of June 2023, at 6:00 p.m., or as soon thereafter as may be heard, the City Council of the City of Highland will hold a public hearing and any and all persons having any objection to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

You may submit your comments by email in advance to the City Clerk at publiccomment@cityofhighland.org and include "Street and Drainage Maintenance District No. 96-1" in the title. Any written comments received in this manner will be included as part of the public record on this matter.

Benefit Act of 1982

SECTION 7. All of the work herein proposed shall be done and carried through in pursuance of the act of the legislature of the State of California designated as the Benefit Act of 1982, being Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California.

Exclusion of Public Property

SECTION 8. All lots or parcels belonging to public agencies shall be omitted from assessments to be made hereafter to cover the costs and expenses of the Work.

Publication of Notice

SECTION 9. Published notice shall be made pursuant to Section 6063 of the Government Code. The publication of notice of hearing shall be completed at least 10 days prior to the date of hearings.

Certification

SECTION 10. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 9th day of May 2023.

_____
Larry McCallon
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Carlos Zamano, Public Works Director/City Engineer CZ

PREPARED BY: Melissa Morgan, Public Services Manager

SUBJECT: Consolidated Landscape and Lighting District 96-1
Annual Report (Fiscal Year 2023/24)

RECOMMENDATION: (1) Adopt Resolution 2023-___ giving preliminary approval of the Annual Report; and

(2) Adopt Resolution 2023-___ setting June 13, 2023 as the date of the protest hearing.

FISCAL IMPACT: Total proposed amounts for 2023/24 assessment are as follows:

Zone A (Lighting)	$344,210.00
Zone B (Landscape)	491,292.00
Zone C (Trail)	15,171.00
Zone D (Park)	106,917.00
TOTAL	$957,590.00

For FY 2023/24 Zone B will have an estimated budget deficit of $219,481. The City's share for Park Maintenance in Zone D (Park) is estimated to be $55,040.

PUBLIC NOTICE: Public notice is not required prior to the City Council taking action on this matter. However, the Agenda was posted at the three (3) locations within the City, as required by Council Resolution, and on the City's Website.

Approved _____ Motion _____ Second _____ Agenda Item No. 13

Denied _____ Ayes _____

Noes _____ File No. _____

Continued _____ Abstain _____

Tabled _____ Absent _____

D Hugo
City Clerk

City Manager

The City's Consolidated Landscape and Lighting District 96-1 consists of four zones. They are Zone A (Lighting), Zone B (Landscape), Zone C (Trail) and Zone D (Park). Each zone is further divided into several sub-zones. The revenues and expenditures of each sub-zone are tracked separately so that a separate budget can be prepared, and a separate assessment amount can be projected for each sub-zone.

On February 14, 2023, the City Council adopted Resolution No. 2023-003 which directed the "Engineer of Work" to make and file with the City Clerk the Fiscal Year 2023/24 Annual Report that is attached hereto as Attachment 1. The proposed Resolution, attached hereto as Attachment 2, gives preliminary approval of the Engineer's Report. The proposed Resolution, attached hereto as Attachment 3, sets the Protest Hearing for the regularly scheduled City Council meeting on June 13, 2023.

Zone A (Lighting)

The amount of assessments has been set at the 1993-94 level with no increase for twenty-six consecutive years. It should be noted the City has completed the purchase of the eligible streetlights from Southern California Edison and retrofitted the streetlights to LED lamps.

The 2023/24 annual assessment will continue for another year as follows:

Zone	Land Use	Assessment
Urban		
•	Residential	$23.75
•	Residential Rural	$20.51
•	Non-Residential	$28.86
•	Agricultural	$ 7.71
Rural		
A-5		$ 7.07

Zone B (Landscape)

Zone B (Landscape) will include eighty-four (84) sub-zones in fiscal year 2023/24. Forty-seven (47) sub-zones are currently maintained by the City. Landscaping of thirty-seven (37) sub-zones are being maintained by the property owners.

For fiscal year 2023/24, sixteen (16) sub-zones will remain at their current assessment level, thirty-one (31) sub-zones are proposed to be increased by five percent (5%), thirty-seven (37) sub-zones will have zero assessment. The proposed 5% increase of assessments do not require separate approval of the property owners because the increase is within the percentage of annual adjustment previously approved in the original ballot. It should be noted that in fiscal year 2023/24 there will be a projected budget deficit in the amount of $219,481. In addition, fifteen (15) sub-zones do not allow for an increase in assessment rate without re-balloting. Under the direction of the Finance subcommittee, Staff is currently exploring options to reduce costs and/or increase the assessments for those fifteen (15) sub-zones that have a negative fund balance.

For comparison purposes, below are the 2020/21, 2021/22, 2022/23 and the proposed 2023/24 assessment:

Zone B	Tract/ Parcel Map	Developer	2020/21	2021/22	2022/23	Proposed 2023/24
B-0	12484	Centex	$31.42 – 45.28	$31.42 – 45.28	$31.42 – 45.28	$31.42 – 45.28
B-1	10102 10102-5	Pulsar	$31.24 – 34.36	$31.24 – 34.36	$31.24 – 34.36	$31.24 – 34.36
B-2	13936 -1-2-3	JM Dev./ Forecast Homes	$30.14 – 33.15	$30.14 – 33.15	$30.14 – 33.15	$30.14 – 33.15
B-3	12474 12474-1	Centex	$7.85 – 8.64	$7.85 – 8.64	$7.85 – 8.64	$7.85 – 8.64
B-4	11181	Sexton	$108.94 – 119.83	$108.94 – 119.83	$108.94 – 119.83	$108.94 – 119.83
B-5	13956	Raleco	$30.90 – 33.99	$30.90 – 33.99	$30.90 – 33.99	$30.90 – 33.99
B-6	14190	Kaufman & Broad	$54.74 – 60.21	$54.74 – 60.21	$54.74 – 60.21	$54.74 – 60.21
B-7	13237	Low	$38.30 – 42.13	$38.30 – 42.13	$38.30 – 42.13	$38.30 – 42.13
B-8	13315	Highland Pointe	$63.61 – 297.05	$63.61 – 297.05	$63.61 – 297.05	$63.61 – 297.05
B-9	PM 12821	Canyon North	$888.75 – 2,103.75	$888.75 – 2,103.75	$888.75 – 2,103.75	$888.75 – 2,103.75

Zone B	Tract/ Parcel Map	Developer	2020/21	2021/22	2022/23	Proposed 2023/24
B-10	14326	SunCal	$46.15 – 50.77	$46.15 – 50.77	$46.15 – 50.77	$46.15 – 50.77
B-11	14398 -1, -2, -3	Kaufman & Broad	$24.78 – 27.26	$24.78 – 27.26	$24.78 – 27.26	$24.78 – 27.26
B-12	PM 14063	Smith's (Food 4 Less)	Zero	Zero	Zero	Zero
B-13	14095, -1	Braemar	$42.30 – 46.53	$42.30 – 46.53	$42.30 – 46.53	$42.30 – 46.53
B-14	Various	East Highlands Ranch	Zero	Zero	Zero	Zero
B-15	10726	Centex	$31.82 – 35.00	$31.82 – 35.00	$31.82 – 35.00	$31.82 – 35.00
B-16	15583 15609	Gardner	$17.87 – 19.65	$17.87 – 19.65	$17.87 – 19.65	$17.87 – 19.65
B-17	7996 8718	Carriage Hills	$48.96 – 195.84	$48.96 – 195.84	$48.96 – 195.84	$48.96 – 195.84
B-18	PM 14475	Arco	Zero	Zero	Zero	Zero
B-19	PM 14615	Beaver	Zero	Zero	Zero	Zero
B-20	15618	Stratham	$129.88 – 142.87	$136.37 – 150.00	$143.18 – 157.50	$150.34 – 165.37
B-21	15788	Gardner	$72.92 – 80.21	$76.57 – 84.23	$80.39 – 88.43	$84.41 – 92.86
B-22	14362	Centex/ SunCal	$25.98 – 28.58	$27.28 – 30.01	$28.64 – 31.50	$30.07 – 33.08
B-23	PM 15119	Landmark	Zero	Zero	Zero	Zero
B-24	15788	Gardner	$5,065	$5,320	$5,584	$5,863
B-25	N/A	San Manuel	$8,442	$8,861	$9,296	$9,765

Zone B	Tract/ Parcel Map	Developer	2020/21	2021/22	2022/23	Proposed 2023/24
B-26	PM 15438	Walgreen's	$4,994	$5,242	$5,505	$5,779
B-27	N/A	McDonald's	Zero	Zero	Zero	Zero
B-28	N/A	Orco Products	Zero	Zero	Zero	Zero
B-29	N/A	Wendy's/ Gardner	$4,755	$4,990	$5,236	$5,502
B-30	15375	Centex	$160.16 – 176.18	$168.17 – 184.99	$176.57 – 194.23	$185.40 – 203.94
B-31	15969 & 15969-1	Harwood Homes	$224.93 – 247.42	$236.18 – 259.80	$247.98 – 272.78	$260.38 – 286.42
B-32	N/A	Universal Storage	Zero	Zero	Zero	Zero
B-33	N/A	Check Cashing	Zero	Zero	Zero	Zero
B-34	16404	Gardner	$83.62 – 91.98	$87.80 – 96.58	$92.19 – 101.40	$96.79 – 106.47
B-35	14757	Highland Orchards	$60.50 – 66.55	$63.53 – 69.88	$66.70 – 73.37	$70.04 – 77.04
B-36	16543	Mountain Shadows	$1,498.42	$1,573.34	$1,652.00	$1,734.60
B-37	16607	Highland Meadows	$174.38 – 191.82	$183.10 – 201.41	$192.25 – 211.48	$201.86 – 222.05
B-38	PM 9112	Pro-Cast Properties	Zero	Zero	Zero	Zero
B-39	15960	Highland Orchards	$335.02 – 368.52	$351.77 – 386.95	$369.35 – 406.29	$387.82 – 426.60
B-40	PM 16788	Valencia Lea Mobile Home	Zero	Zero	Zero	Zero
B-41	16914	Toll Bros.	Zero	Zero	Zero	Zero

Zone B	Tract/ Parcel Map	Developer	2020/21	2021/22	2022/23	Proposed 2023/24
B-42	N/A	Abdon Lucero	Zero	Zero	Zero	Zero
B-43	17590	Gardner	$516.59 – 568.25	$542.42 – 596.66	$569.54 – 626.49	$598.01 – 657.81
B-44	17263	Williams Homes	$736.88 – 810.57	$773.72 – 851.09	$812.40 – 893.64	$853.02 – 938.32
B-45	PM 17957	CVS/Bakers	Zero	Zero	Zero	Zero
B-46	PM 18012	Citicom	Zero	Zero	Zero	Zero
B-47	18199	Gardner	$214.22 – 235.64	$224.93 – 247.42	$236.17 – 259.79	$247.98 – 272.78
B-48	Various	Greenspot Median/Parkways	$75,572	$79,331	$83,252	$87,043
B-49	N/A	Farmer Bros	Zero	Zero	Zero	Zero
B-50	N/A	Fifth Street Medians	Zero	Zero	Zero	Zero
B-51	N/A	Jack-in-the-Box	Zero	Zero	Zero	Zero
B-52	N/A	Jack-in-the-Box Median	Zero	Zero	Zero	Zero
B-53	PM 19025	Valero Gas Station	Zero	Zero	Zero	Zero
B-54	N/A	Baseline Parkways	$13,548	$14,226	$14,937	$15,684
B-55	18677	Williams Homes	$631.76 – 694.94	$663.35 – 729.69	$696.51 – 766.17	$731.34 – 804.48
B-56	18677	Williams Homes	$74.57	$78.30	$82.21	$86.32
B-57	N/A	Dairy Queen Parkway	Zero	Zero	Zero	Zero

Zone B	Tract/ Parcel Map	Developer	2020/21	2021/22	2022/23	Proposed 2023/24
B-58	N/A	Dairy Queen Median	Zero	Zero	Zero	Zero
B-59	N/A	DFI Olive, Inc.	$1,083.48 – 1,191.83	$1,137.65 – 1,251.42	$1,194.53 – 1,313.98	$1,254.25 – 1,379.68
B-60	PM 19376	Family Dollar, Inc.	Zero	Zero	Zero	Zero
B-61	Various	Base Line Town Center Medians	$8,518	$8,943	$9,391	$9,860
B-62	N/A	Jae Kim	Zero	Zero	Zero	Zero
B-63	N/A	Brightwater Medians	$8,603	$9,034	$9,485	$9,960
B-64	N/A	Brightwater Parkway	Zero	Zero	Zero	Zero
B-65	N/A	EVWD Parkway	Zero	Zero	Zero	Zero
B-66	N/A	EVWD Median	Zero	Zero	Zero	Zero
B-67	N/A	Potomac Plaza	Zero	Zero	Zero	Zero
B-68	N/A	Richmond American Parkway	$361.77	$379.86	$398.85	$418.79
B-69	N/A	Richmond American Medians	$53.56	$56.24	$59.05	$62.00
B-70	16745 & 18935	Diversified Pacific	$382.75	$401.89	$421.98	$443.08
B-71	N/A	Am/PM Arco	Zero	Zero	Zero	Zero
B-72	PM 19742	Smart &Final	Zero	Zero	Zero	Zero
B-73	N/A	Real Journey Academies (median)	$3,859	$4,052	$4,254	$4,467

Zone B	Tract/ Parcel Map	Developer	2020/21	2021/22	2022/23	Proposed 2023/24
B-74	N/A	Real Journey Academies (parkway)	Zero	Zero	Zero	Zero
B-75	N/A	Panda Express	Zero	Zero	Zero	Zero
B-76	N/A	East Baseline Medians	$840	$882	$926	$972
B-77	N/A	Jack in the Box	Zero	Zero	Zero	Zero
B-78	N/A	Transition Properties (parkway)	Zero	Zero	Zero	Zero
B-79	N/A	Transition Properties (median)	$12,364	$12,364	$12,364	$12,982
B-80	N/A	Pepitos (median)	Zero	Zero	Zero	Zero
B-81	N/A	Pepitos (parkway)	Zero	Zero	Zero	Zero
B-82	N/A	Smith's Food/Food-4-Less (median)	Zero	$7,200	$7,560	$7,938
B-83	N/A	7-11 (parkway)	N/A	N/A	Zero	Zero

Zone C (Trail)

Zone C (Trail) has nine (9) sub-zones. For fiscal year 2023/24, all nine (9) existing annexations are proposed to be increased. The proposed 5% increase of assessments do not require separate approval of the property owners because the increase is within the percentage of annual adjustment previously approved in the original ballot.

Below are the proposed assessments:

Zone C	Tract	Developer	2020/21	2021/22	2022/23	Proposed 2023/24
C-1	14629 14629-1	Centex	$20.16	$21.17	$22.23	$23.34
C-2	15689 15583	Gardner	$15.60	$16.38	$17.20	$18.06
C-3	15374	Centex	$27.93	$29.33	$30.80	$32.34
C-4	15969 15969-01	Harwood Homes	$20.16	$21.17	$22.23	$23.34
C-5	14757	Highland Orchards	$20.16	$21.17	$22.23	$23.34
C-6	15960	Highland Orchards	$49.64	$52.12	$54.73	$57.46
C-7	16914	Toll Bros.	$27.93	$29.33	$30.80	$32.34
C-8	17263	Hidden Creek	$74.47	$78.19	$82.10	$86.20
C-9	16745 & 18935	Diversified Pacific	$17.37	$18.24	$19.15	$20.10

Zone D (Park)

For fiscal year 2023/24, all four (4) existing annexations are proposed to be increased. The proposed 5% increase of the assessment does not require separate approval of the property owners because the increase is within the percentage of annual adjustment previously approved in the original ballot. The City will be responsible for 40% for all 4 sub-zones on behalf of the general public, and residents will be responsible for 60% to account for the special benefit they receive. The City's share for Park Maintenance in Zone D is estimated to be $55,040.

Assessment to individual property owners within Zone D will be as follows:

Zone D	Tract	Developer	2020/21	2021/22	2022/23	Proposed 2022/23
D-0	14629/ 14757	Centex	$77.29	$81.15	$85.21	$89.47
D-1	16404	Gardner	$325.79	$342.08	$359.18	$377.13
D-2	16914	Toll Bros.	$527.45	$553.82	$581.51	$610.58
D-3	18199	Gardner	$736.88	$773.72	$812.41	$853.03

Attachment: 1) Landscape and Lighting District No. 96-1 2023/24 Engineer's Report
2) Resolution No. 2023-___ giving preliminary approval of the Annual Report.
3) Resolution No. 2023-___ setting Protest Hearing for June 13, 2023.

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND COUNTY OF SAN BERNARDINO, CALIFORNIA GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR CONSOLIDATED LANDSCAPING & LIGHTING DISTRICT NO. 96-1 FISCAL YEAR 2023-24

RESOLVED by the City Council of the City of Highland that:

WHEREAS, on the 14th day of February, 2023 said City Council did adopt its Resolution No. 2023-03 directing the Engineer of Work to make and file with the City Clerk of said City a report in writing as required by the Landscaping and Lighting Act of 1972 for Fiscal Year 2023-24; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no part of said report requires modification in any respect;

NOW THEREFORE, it is ordered as follows:

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

2. That the diagrams showing the assessment District referred to and described in said report the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

3. That the proposed assessment upon the subdivision of land in said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

APPROVED AND ADOPTED this 9th day of May, 2023.

_____
Larry McCallon
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

ATTACHMENT 1

CITY OF HIGHLAND

ENGINEER'S REPORT
CONSOLIDATED LANDSCAPE AND LIGHTING DISTRICT NO. 96-1
FISCAL YEAR 2023-24
SAN BERNARDINO COUNTY, CALIFORNIA

April 11, 2023

PREPARED BY

Harris & Associates

101 Progress, Suite 250
Irvine, CA 92618
www.weareharris.com

City of Highland

Consolidated Landscape and Lighting District No. 96-1

CITY COUNCIL

Larry McCallon, Mayor

Penny Lilburn, Mayor Pro Tem

Jesse Chavez-Cordova, Council Member

Anaeli Solano, Council Member

John P. Timmer, Council Member

CITY STAFF

Joe Hughes, City Manager

Carlos Zamano, Public Works Director

Melissa Morgan, Public Services Manager

HARRIS & ASSOCIATES

Tamorah Bryant, P.E., Assessment Engineer

Carol Hill, Project Manager

TABLE OF CONTENTS

Engineer's Certification i

Part I - Overview 1

Part II - Plans and Specifications 2

Part III – Cost Estimate 6

Part IV - Method of Assessment 16

Appendix A – Assessment Diagram 42

Appendix B- Assessment Roll 43

ENGINEER'S CERTIFICATION

AGENCY: THE CITY OF HIGHLAND

PROJECT: CONSOLIDATED LANDSCAPE AND LIGHTING DISTRICT NO. 96-1

TO: THE CITY COUNCIL OF THE
CITY OF HIGHLAND
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2023-24

WHEREAS, the City Council of the City of Highland (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "1972 Act" or "Assessment Law") established Landscape and Lighting District known and designated as "Consolidated Landscape and Lighting District No. 96-1", (hereafter referred to as "LLD 96-1" or the "District"); and

WHEREAS, Harris & Associates has been directed to prepare and file an Engineer's Report. The purpose of the proposed assessment covered in this Engineer's Report is for the levy of the assessments shown for Fiscal Year 2023-24, and includes the reason for the proposed assessment, identifies the parcels upon which the assessment is proposed for imposition, and presents a basis upon which the assessment is to be calculated.

NOW THEREFORE, the following assessment is proposed to be authorized in order to pay the estimated costs of maintenance, operation and servicing of the improvements to be paid by the assessable real property within the boundaries of the District in proportion to the special benefit received. The following table summarizes the proposed assessment for Fiscal Year 2023-24.

SUMMARY OF ASSESSMENT

	Fiscal Year 2023-24 As Preliminary Approved	Fiscal Year 2023-24 As Confirmed by Council
Zone A - Street Lighting	$344,210	
Zone B - Landscape Maintenance	$491,292	
Zone C - Trail Maintenance	$ 15,171	
Zone D - Park Maintenance	$106,917	
Estimated Total Levy FY 2023-24	**$957,590**	

In making the assessments contained herein pursuant to the Assessment Law:

1. I identified all parcels which will have a special benefit conferred upon them from the improvements described in Part II to this Engineer's Report (the "Specially Benefited Parcels"). For particulars as to the identification of said parcels, reference is made to the Assessment Diagram, a copy of which is included in Appendix A of this Engineer's Report.

2. I have assessed the costs and expenses of the improvements upon the Specially Benefited Parcels. In making such assessment:

    a. The proportionate special benefit derived by each Specially Benefited Parcel from the improvements was determined in relationship to the entirety of the maintenance costs of the improvements;

    b. No assessment has been imposed on any Specially Benefited Parcel which exceeds the reasonable cost of the proportional special benefit conferred on such parcel from the improvements; and

    c. Assessment rates for Zone B-20, B-21, B-22, B-24, B-25, B-26, B-29, B-30, B-31, B-34, B-35, B-36, B-37, B-39, B-43, B-44, B-47, B-48, B-54, B-55, B-56, B-59, B-61, B-63, B-68, B-69, B-70, B-73, B-76, B-79 and B-82 were increased by 5% for Fiscal Year 2023-24, pursuant to the ballots approved by the property owners at the time of annexation to the District. All other Zone B assessment rates and conditions have not changed from the previous year.

d. Assessment rates for Zone C-1 through C-9 were increased by 5% for Fiscal Year 2023-24, pursuant to the ballots approved by the property owners at the time of formation of the Community Trail Zone or annexation to the zone.

e. Assessment rates for Zone D-0 through D-3 were increased by 5% for Fiscal Year 2023-24, pursuant to the ballots approved by the property owners at the time of formation of the Park Maintenance Zone or annexation to the zone.

f. Any general benefits from the improvements have been separated from the special benefits and only special benefits have been assessed.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the Engineer's Report, Assessments, and the Assessment Diagram herein have been prepared and computed in accordance with the order of the City Council of the City of Highland and the Assessment Law.

DATED: April 11, 2023



Harris & Associates

Tamorah Bryant, P.E., Assessment Engineer
R.C.E. No. C67205
Engineer of Work
County of San Bernardino
State of California

PART I – OVERVIEW

Background of District

The City of Highland Landscape and Lighting District No. 96-1 was formed in 1996 to provide a dedicated source of funding for the operation and servicing of street lights and the maintenance of landscaping, trails and parks within development projects in the City. New developments within the City have been required to annex to the District as a condition of approval based upon the specific improvements within the project area and the special benefits received by parcels from the improvements. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

Reason for Proposed Assessment

Approval of the proposed assessment covered by this Engineer's Report will generate the revenue necessary to:

A. Provide for the continued operation, servicing and maintenance of street lighting, landscaping, trails and park facilities within the zones of benefit for the improvements described in Part II. Maintenance may include but is not limited to, all of the following: the upkeep, repair, removal or replacement of all or any part of the specified improvements. Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities. This shall also include material, vehicle, equipment, capital improvements and administrative costs associated with the annual administration and operation of the District.

B. The district does not include an overall annual cost of living inflator; however specific benefit zones (B-20 through B-83, C-1 through C-9, D-0 through D-3) do allow an annual increase in assessments as approved by the property owners at the time of annexation to the District. Any future increase in assessment in benefit zones which do not have an annual cost of living inflator will require the approval of a majority of the property owners in accordance with the requirements of Article XIIID of the Constitution of the State of California ("Article XIIID") and the Proposition 218 Omnibus Implementation Act.

C. Certain zones are presently established, or will be established, for future maintenance work to be accomplished by the City of Highland should the property owner(s) not perform landscape maintenance to the satisfaction of the City of Highland. The City will levy a $0.00 assessment in those zones where the property owner(s) continues to maintain the improvements at a level acceptable to the City.

PART II – PLANS AND SPECIFICATIONS

Descriptions of the Boundaries of the District

The District provides for the continued administration, maintenance, operations, and servicing of various improvements located within the public right-of-way and dedicated easements within the boundaries of the District including street lighting, landscaping, parks and trails.

The District is located in the City of Highland. The boundaries of the District are generally coterminous with the City Boundaries. In addition, there are four (4) Benefit Zones, Zone A – Lighting which has 5 sub-zones, Zone B – Landscaping which has 83 sub-zones, Zone C – Trails which has 9 sub-zones and Zone D – Parks which has 4 sub-zones.

Descriptions of Improvements and Services

The facilities to be maintained and serviced are more generally described as follows:

Zone A- Lighting

The improvements consist of the installation, operation, maintenance and servicing of street lighting, traffic signals, safety lighting, and appurtenant facilities described as follows:

> *Street, traffic signals and safety lighting improvements are generally described as consisting of poles, fixtures, bulbs, conduits and equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public rights-of-way and public easements within the proposed boundaries of said Assessment District.*

Installation as used herein means the addition or upgrading of street lights and safety lighting.

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of public lighting facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the lighting or appurtenant facilities.

Servicing means the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities.

Maps showing the location of public lighting facilities to be operated and maintained by the District are on file in the office of the City Engineer.

A. Background Information

Street lights at intersections having traffic signals are referred to in this report as "safety lighting". The terms "street lights" and "safety lighting" do not include "traffic signals".

The luminaries (lighting fixtures) in the City of Highland are the Common Mast Type. The illuminating unit is exclusively high pressure sodium vapor. The light output or "lumens" for the luminaries varies depending upon the land use and classification of roadway.

In residential areas the lights are primarily either 70 or 100 watt high pressure sodium vapor. These lights are the mast-arm type of light, either mounted on ornamental standards or wooden poles.

The commercial areas are primarily along Base Line, 9th Street, Palm Avenue and Victoria Avenue. These streets have primarily 100 watt high pressure sodium vapor luminaries with some 70 and 150 watt high pressure sodium vapor luminaries.

Each type of luminary has a different wattage, and therefore a different average annual maintenance and operation cost. In Fiscal Year 2019-20 the City completed the acquisition of the street light inventory from Southern California Edison. Until the complete audit and inventory breakdown is available, the street light count and distribution to the zones is assumed to remain the same as the prior year as shown on the summary provided in Exhibit 1, pages 20 and 21. We performed a review of annual costs compared to budgets since the lighting acquisition and conversion to LED bulbs. The result confirmed a reduction in costs over the last two years, therefore, the lighting costs for the Fiscal Year 2023-24 budget has been reduced to reflect that change since the General Fund will adjust as needed to cover the assessment shortfall.

B. Performance of Maintenance Operations

Upon acquisition of the street lights from SCE, the City hired Siemens Mobility, Inc. to take over the maintenance of all the street lights within the District including signalized intersections and the maintenance of the safety lighting, or as the case may be, by the City of San Bernardino, the County of San Bernardino, or Caltrans where signalized intersections are owned and/or operated jointly by those entities.

The responsibility for maintenance may shift between agencies due to changes in ownership of streets and other variables as established by agreement. As such, during the 1993-94 Fiscal Year, the City began to maintain the lighting located on State Route 30 (now 210 Freeway), which has been relinquished by the State to the City after the project was completed. Affected streets include Boulder Avenue between Highland Avenue and 5th Street, 5th Street between Boulder Avenue and the 210 Freeway and the south half of Highland Avenue from the 210 Freeway to Boulder Avenue within the City of Highland.

Zone B - Landscaping

The improvements are the operation, maintenance and servicing of landscaping and appurtenant facilities described as follows:

> *Landscaping includes plantings, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, walls and fencing, and appurtenant structures, including ornamental structures in public rights-of-way, public easements, and on City owned properties including parks, recreational facilities and other public open space within the Special Benefit Zones of the Assessment District.*

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of landscape improvements and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities.

Maintenance also means providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of water and electricity for the irrigation of landscaping and the maintenance and operation of appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Planner.

Zone C - Trail Facilities

The improvements are the operation, maintenance and servicing of trail improvements and appurtenant facilities described as follows:

> *Community trail improvements, fencing improvements, and appurtenant improvements including but not limited to lighting, gates, walks, hardware, landscape barriers, soil replacement, and other improvements as initially installed, or as proposed to be installed as approved by the City.*

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of improvements and appurtenant facilities, including repair, removal or replacement, and painting of all or part of any of the improvements or appurtenant facilities.

Maintenance is further defined as trash removal, debris removal, insect abatement, weed abatement, removal or mitigation of health and safety hazards, and upkeep of the general cleanliness of the trail improvements.

Servicing means the furnishing of electricity, power, and water for the irrigation of landscaping, and the maintenance and operation of appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Planner.

Zone D - Park Facilities

The improvements are the operation, maintenance and servicing of landscaping, park or recreational improvements and appurtenant facilities within the Canyon Oaks Park, the park located adjacent to Tract 16404, the park adjacent to Tract 16914 and the park adjacent to Tract 18199, including but not limited to:

> *Park and recreational improvements include lights, playground equipment, and play courts. Landscaping includes plantings, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, walls and fencing, and appurtenant structures, including ornamental structures within the park.*

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of park and recreational improvements, landscape improvements, and appurtenant facilities including repair, removal or replacement of all or part of any of the landscaping, park and recreational improvements or appurtenant facilities.

Maintenance also means providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste.

Servicing means the furnishing of electricity, water and other utilities for the irrigation, lighting, and maintenance and operation of park improvements, landscaping improvements, and appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Planner.

PART III – COST ESTIMATE

The proposed budgets for the District includes an estimate of the costs of utilities, operations, services, administration and maintenance associated with the improvements within each of the zones, including all labor, personnel, equipment, materials and administrative expenses. The summary also shows the estimated fund balance, and the projected contribution/(transfer) that will be required based upon the estimated expenditures and assessment revenue.

District Budget

Tables showing the Fiscal Year 2023-24 budget estimates for each zone follow.

Zone A – Street Lights

Budget Estimate

	Totals	Urban				Rural
		Zone A-1 Residential	Zone A-2 Residential Rural	Zone A-3 Non Residential	Zone A-4 Agriculture	Zone A-5 Rural
DIRECT COSTS						
STREET LIGHTING MAINTENANCE:						
Urban Zone:						
Zone A-1 - Residential	$ 272,478	$ 272,478	$ -	$ -	$ -	$ -
Zone A-2 - Residential Rural	$ 258	$ -	$ 258	$ -	$ -	$ -
Zone A-3 - Non-Residential	$ 17,000	$ -	$ -	$ 17,000	$ -	$ -
Zone A-4 - Agriculture	$ 258	$ -	$ -	$ -	$ 258	$ -
Rural Zone:						
Zone A-5 - Rural	$ 445	$ -	$ -	$ -	$ -	$ 445
Sub Total	$ 290,440	$ 272,478	$ 258	$ 17,000	$ 258	$ 445
STREET LIGHTING INSTALLATION	$ -	$ -	$ -	$ -	$ -	$ -
SAFETY LIGHTING MAINTENANCE	$ 5,110	$ 4,610	$ 13	$ 310	$ 24	$ 152
Total Direct Costs	$ 295,550	$ 277,089	$ 271	$ 17,310	$ 283	$ 597
INCIDENTAL EXPENSES:						
City Administration	$ 3,000	$ 2,813	$ 3	$ 176	$ 3	$ 6
Consultant Services	$ 6,000	$ 5,625	$ 6	$ 351	$ 6	$ 12
Advertising/Noticing Costs	$ -	$ -	$ -	$ -	$ -	$ -
San Bernardino Cnty Admin	$ 4,205	$ 3,920	$ 11	$ 153	$ 11	$ 110
Sub Total - Incidental	$ 13,205	$ 12,358	$ 19	$ 680	$ 19	$ 128
Total - Operations & Maintenance	$ 308,754	$ 289,447	$ 290	$ 17,991	$ 302	$ 725
Delinquency (Net of Noticing Costs) 3.2%	$ 9,789	$ 9,177	$ 9	$ 570	$ 10	$ 23
TOTAL ANNUAL EXPENSES	**$ 318,543**	**$ 298,624**	**$ 299**	**$ 18,561**	**$ 312**	**$ 748**
COLLECTIONS/(CREDITS) APPLIED TO LEVY						
Reserve Fund Collection/(Transfer)	$ 25,666	$ 15,541	$ 460	$ 7,096	$ 228	$ 2,342
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ 15,541	$ 15,541	$ -	$ -	$ -	$ -
Balance to Levy	**$ 344,210**	**$ 314,165**	**$ 759**	**$ 25,657**	**$ 540**	**$ 3,090**
FUND BALANCE SUMMARY						
Estimated Fund Balance (7/1/23)	$ 70,000	$ 65,628	$ 64	$ 4,100	$ 67	$ 141
Contibutions/(Transfers)	$ 25,666	$ 15,541	$ 460	$ 7,096	$ 228	$ 2,342
Plus General Fund Loan	$ (70,000)	$ (65,628)	$ (64)	$ (4,100)	$ (67)	$ (141)
Contribution from City/Others	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	$ 25,666	$ 15,541	$ 460	$ 7,096	$ 228	$ 2,342
ZONE PARCEL SUMMARY						
BU's Per Zone	14,661	13,228	37	889	70	437
No. of Assessable Parcels By Zone	14,016	13,068	36	511	36	365
Rate Per BU as Levied (Maximum)		$23.75	$20.51	$28.86	$7.71	$7.07
Total Assessments Fiscal Year 2023-24	$344,210	$314,165	$759	$25,657	$540	$3,090

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 1 of 6)

		Total	Zone B-0 Oringinal District No. 1 Base Line	Zone B-0 Oringinal District No. 1 Yarnell Ave.	Zone B-1 Annex. No. 1	Zone B-2 Annex. No. 2	Zone B-3 Annex. No. 3	Zone B-4 Annex. No. 4	Zone B-5 Annex. No. 5	Zone B-6 Annex. No. 6	Zone B-7 Annex. No. 7	Zone B-8 Annex No. 8 Highland Avenue	Zone B-8 Annex No. 8 Slope Maint.	Zone B-9 Annex. No. 9	Zone B-10 Annex. No. 10	Zone B-11 Annex. No. 11	Zone B-12 Annex. No. 12
DIRECT COSTS																	
MAINTENANCE AND SERVICING:																	
No. of Months			12	12	12	12	12	12	12	12	12	12	12	12	12	12	
Contract Maintenance		$ 240,540	$ 3,400	$ 1,900	$ 3,000	$ 9,500	$ 2,700	$ 500	$ 500	$ 500	$ 700	$ 1,750	$ -	$ 11,800	$ 27,000	$ 6,000	$ -
Material		$ 16,250	$ 200	$ 200	$ 300	$ 500	$ 300	$ 200	$ 200	$ 200	$ 200	$ 200	$ -	$ 200	$ 500	$ 200	$ -
Water		$ 237,525	$ 2,000	$ 1,000	$ 3,000	$ 20,000	$ 2,000	$ 800	$ 150	$ 600	$ 1,300	$ 3,500	$ -	$ -	$ 26,000	$ 4,500	$ -
Electricity		$ 15,500	$ 125	$ 125	$ 200	$ 800	$ 200	$ 175	$ 200	$ 200	$ 150	$ 150	$ -	$ 150	$ 700	$ 150	$ -
	Sub Total	$ 509,815	$ 5,725	$ 3,225	$ 6,500	$ 30,800	$ 5,200	$ 1,675	$ 1,050	$ 1,500	$ 2,350	$ 5,600	$ -	$ 12,150	$ 54,200	$ 10,850	$ -
INCIDENTAL EXPENSES																	
City Administration		$ 46,000	$ 500	$ 500	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -	$ 1,000	$ 1,000	$ 1,000	$ -
Consultant Services		$ 2,000	$ 22	$ 13	$ 25	$ 121	$ 20	$ 7	$ 4	$ 6	$ 9	$ 22	$ -	$ 48	$ 213	$ 43	$ -
San Bernardino Cnty Admin		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising		$ 319	$ 4	$ 2	$ 4	$ 19	$ 3	$ 1	$ 1	$ 1	$ 1	$ 4	$ -	$ 8	$ 34	$ 7	$ -
Notice Mailing		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ 48,319	$ 526	$ 515	$ 1,030	$ 1,140	$ 1,024	$ 1,008	$ 1,005	$ 1,007	$ 1,011	$ 1,025	$ -	$ 1,055	$ 1,247	$ 1,049	$ -
Delinquency	2%	$ 11,163	$ 125	$ 71	$ 142	$ 674	$ 114	$ 37	$ 23	$ 33	$ 51	$ 123	$ -	$ 266	$ 1,187	$ 238	$ -
Contingency	5%	$ 27,907	$ 313	$ 177	$ 356	$ 1,686	$ 285	$ 92	$ 57	$ 82	$ 129	$ 307	$ -	$ 665	$ 2,967	$ 594	$ -
	Sub Total	$ 39,069	$ 439	$ 247	$ 498	$ 2,360	$ 398	$ 128	$ 80	$ 115	$ 180	$ 429	$ -	$ 931	$ 4,154	$ 831	$ -
TOTAL ANNUAL EXPENSES		$ 597,203	**$ 6,690**	**$ 3,987**	**$ 8,028**	**$ 34,300**	**$ 6,622**	**$ 2,811**	**$ 2,135**	**$ 2,622**	**$ 3,541**	**$ 7,055**	**$ -**	**$ 14,136**	**$ 59,600**	**$ 12,731**	**$ -**
CAPITAL EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY																	
Fund Balance Transfer		$ 113,569	$ (3,851)	$ (601)	$ -	$ -	$ -	$ -	$ (420)	$ -	$ -	$ (3,289)	$ 2,952	$ -	$ -	$ -	$ -
General Fund Repayment/(Loan)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution		$ (219,481)	$ -	$ (1,433)	$ (6,275)	$ (24,047)	$ (5,306)	$ (1,678)	$ -	$ (750)	$ (2,384)	$ -	$ -	$ (8,680)	$ (44,389)	$ (8,541)	$ -
	Sub Total	$ (105,912)	$ (3,851)	$ (2,034)	$ (6,275)	$ (24,047)	$ (5,306)	$ (1,678)	$ (420)	$ (750)	$ (2,384)	$ (3,289)	$ 2,952	$ (8,680)	$ (44,389)	$ (8,541)	$ -
Balance to Levy		**$ 491,292**	**$ 2,839**	**$ 1,953**	**$ 1,753**	**$ 10,253**	**$ 1,316**	**$ 1,133**	**$ 1,715**	**$ 1,872**	**$ 1,157**	**$ 3,766**	**$ 2,952**	**$ 5,456**	**$ 15,211**	**$ 4,190**	**$ -**
FUND BALANCE SUMMARY																	
Estimated Fund Balance (7/1/23)		$ (362,298)	$ 1,090	$ 601	$ (65,027)	$ (183,063)	$ (65,938)	$ (23,955)	$ 11,060	$ (2,273)	$ (24,415)	$ 3,600	$ 33,372	$ (63,071)	$ (356,235)	$ (43,943)	$ -
Contibutions/(Transfers)		$ (105,912)	$ (3,851)	$ (2,034)	$ (6,275)	$ (24,047)	$ (5,306)	$ (1,678)	$ (420)	$ (750)	$ (2,384)	$ (3,289)	$ 2,952	$ (8,680)	$ (44,389)	$ (8,541)	$ -
Plus General Fund Loan		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve		$ 25,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)		$ (443,210)	$ (2,761)	$ (1,433)	$ (71,302)	$ (207,110)	$ (71,244)	$ (25,633)	$ 10,640	$ (3,023)	$ (26,799)	$ 311	$ 61,324	$ (71,751)	$ (400,624)	$ (52,484)	$ -
ZONE PARCEL SUMMARY																	
No. Parcels - No Surcharge		2,795	140	126	44	272	160	6	50	32	28	46	13	4	279	157	N/A
Rate Per BU - No Surcharge			$19.51	$11.91	$31.24	$30.14	$7.85	$108.94	$30.90	$54.74	$38.30	$63.61	N/A	$3.75	$46.15	$24.78	$0.00
No. Parcels - Surcharge (see page 26)			5	19	11	62	7	4	5	2	2	12	N/A	Per Lin. Ft.	46	11	N/A
Rate Per BU - Surcharge (see page 26)			$21.46	$23.82	$34.36	$33.15	$8.64	$119.83	$33.99	$60.21	$42.13	$69.97	N/A	1,455 l.f.	$50.77	$27.26	$0.00
Other Rates or Charges													$ 227.08				
Escalated Ballot Maximum Assessment Rate			$19.51	$11.91	$31.24	$30.14	$7.85	$108.94	$30.90	$54.74	$38.30	$63.61	$ 227.08	$3.75	$46.15	$24.78	N/A

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 2 of 6)

	Zone B-13	Zone B-14	Zone B-15	Zone B-16	Zone B-17	Zone B-18	Zone B-19	Zone B-20		Zone B-21	Zone B-22	Zone B-23	Zone B-24	Zone B-25	Zone B-26
								Annex. No. 20							
	Annex. No. 13	Annex. No. 14	Annex. No. 15	Annex. No. 16	Annex. No. 17	Annex. No. 18	Annex. No. 19	Base Line	Streater Drive	Annex. No. 21	Annex. No. 22	Annex. No. 23	Annex. No. 24	Annex. No. 25	Annex. No. 26
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months	12		12	12	12			12	12	12	12		12	12	12
Contract Maintenance	$ 1,200	$ -	$ 5,200	$ 400	$ 7,100	$ -	$ -	$ 2,100	$ 1,400	$ 1,500	$ 1,900	$ -	$ 350	$ 2,000	$ -
Material	$ 200	$ -	$ 350	$ 200	$ 200	$ -	$ -	$ 200	$ 200	$ 300	$ 300	$ -	$ 500	$ 400	$ 400
Water	$ 4,700	$ -	$ 11,000	$ 675	$ 17,000	$ -	$ -	$ 3,500	$ 1,500	$ 6,000	$ 2,700	$ -	$ -	$ 3,500	$ -
Electricity	$ 100	$ -	$ 350	$ 175	$ 700	$ -	$ -	$ 300	$ 200	$ 200	$ 175	$ -	$ -	$ -	$ -
Sub Total	$ 6,200	$ -	$ 16,900	$ 1,450	$ 25,000	$ -	$ -	$ 6,100	$ 3,300	$ 8,000	$ 5,075	$ -	$ 850	$ 5,900	$ 400
INCIDENTAL EXPENSES															
City Administration	$ 1,000	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ -	$ 500	$ 500	$ 1,000	$ 1,000	$ -	$ 1,000	$ -	$ 1,000
Consultant Services	$ 24	$ -	$ 66	$ 6	$ 98	$ -	$ -	$ 24	$ 13	$ 31	$ 20	$ -	$ 3	$ 23	$ 2
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ 4	$ -	$ 11	$ 1	$ 16	$ -	$ -	$ 4	$ 2	$ 5	$ 3	$ -	$ 1	$ 4	$ 0
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ 1,028	$ -	$ 1,077	$ 1,007	$ 1,114	$ -	$ -	$ 528	$ 515	$ 1,036	$ 1,023	$ -	$ 1,004	$ 27	$ 1,002
Delinquency 2%	$ 136	$ -	$ 370	$ 32	$ 547	$ -	$ -	$ 134	$ 72	$ 175	$ 111	$ -	$ 19	$ 129	$ 9
Contingency 5%	$ 339	$ -	$ 925	$ 79	$ 1,368	$ -	$ -	$ 334	$ 181	$ 438	$ 278	$ -	$ 47	$ 323	$ 22
Sub Total	$ 475	$ -	$ 1,295	$ 111	$ 1,916	$ -	$ -	$ 467	$ 253	$ 613	$ 389	$ -	$ 65	$ 452	$ 31
TOTAL ANNUAL EXPENSES	**$ 7,703**	**$ -**	**$ 19,272**	**$ 2,568**	**$ 28,030**	**$ -**	**$ -**	**$ 7,095**	**$ 4,068**	**$ 9,649**	**$ 6,487**	**$ -**	**$ 1,919**	**$ 6,379**	**$ 1,432**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,488	$ (355)	$ -	$ 712	$ -	$ 3,943	$ 3,386	$ 4,347
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ (3,643)	$ -	$ (16,758)	$ (1,027)	$ (20,735)	$ -	$ -	$ -	$ -	$ (2,289)	$ -	$ -	$ -	$ -	$ -
	$ (3,643)	$ -	$ (16,758)	$ (1,027)	$ (20,735)	$ -	$ -	$ 1,488	$ (355)	$ (2,289)	$ 712	$ -	$ 3,943	$ 3,386	$ 4,347
Balance to Levy	**$ 4,061**	**$ -**	**$ 2,514**	**$ 1,540**	**$ 7,295**	**$ -**	**$ -**	**$ 8,583**	**$ 3,713**	**$ 7,361**	**$ 7,199**	**$ -**	**$ 5,863**	**$ 9,765**	**$ 5,779**
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/23)	$ (20,422)	$ -	$ (107,803)	$ (5,108)	$ (87,273)	$ -	$ -	$ 78,589	$ 8,534	$ (2,433)	$ 24,571	$ -	$ 62,205	$ 96,777	$ 47,670
Contibutions/(Transfers)	$ (3,643)	$ -	$ (16,758)	$ (1,027)	$ (20,735)	$ -	$ -	$ 1,488	$ (355)	$ (2,289)	$ 712	$ -	$ 3,943	$ 3,386	$ 4,347
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	$ (24,065)	$ -	$ (124,561)	$ (6,135)	$ (108,008)	$ -	$ -	$ 80,077	$ 8,179	$ (4,722)	$ 25,283	$ -	$ 66,148	$ 100,163	$ 52,017
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	85	N/A	68	84	21	N/A	N/A	71	78	85	235	N/A	1	1	2
Rate Per BU - No Surcharge	$42.30	$0.00	$31.82	$17.87	$48.96	$0.00	$0.00	$104.67	$45.67	$84.41	$30.07	$0.00	$17.50	$5.83	$6.73
No. Parcels - Surcharge (see page 26)	10.00	N/A	10.00	2.00	32.00	N/A	N/A	10.00	3.00	2.00	4.00	N/A	Per Lin. Ft.	Per Lin. Ft.	Per Lin. Ft.
Rate Per BU - Surcharge (see page 26)	$46.53	$0.00	$35.00	$19.65	$195.84	$0.00	$0.00	$115.13	$50.24	$92.86	$33.08	$0.00	335 l.f.	1675 l.f.	858 l.f.
Other Rates or Charges															
Escalated Ballot Maximum Assessment Rate	$42.30	N/A	$31.82	$17.87	$48.96	N/A	N/A	$ 254.424	$ 45.677	$ 137.487	$ 51.417	N/A	$ 31.447	$ 9.950	$ 9.476

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 3 of 6)

	Zone B-27	Zone B-28	Zone B-29	Zone B-30	Zone B-31	Zone B-32	Zone B-33	Zone B-34	Zone B-35	Zone B-36	Zone B-37	Zone B-38	Zone B-39	Zone B-40	Zone B-41
	Annex. No. 27	Annex. No. 28	Annex No.29	Annex No.30	Annex No.31	Annex No.32	Annex No.33	Annex No.34	Annex No.35	Annex No.36	Annex No.37	Annex No.38	Annex No.39	Annex No.40	Annex No.41
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months			12	12	12			12	12	12	12				
Contract Maintenance	$ -	$ -	$ 2,100	$ 9,000	$ 5,700	$ -	$ -	$ 3,200	$ 2,200	$ 3,400	$ 5,800	$ -	$ 5,500	$ -	$ -
Material	$ -	$ -	$ 250	$ 250	$ 250	$ -	$ -	$ 250	$ 250	$ 1,000	$ 250	$ -	$ 200	$ -	$ -
Water	$ -	$ -	$ 1,200	$ 1,100	$ 5,700	$ -	$ -	$ 1,800	$ 1,500	$ 3,500	$ 3,500	$ -	$ 23,000	$ -	$ -
Electricity	$ -	$ -	$ 200	$ 175	$ 250	$ -	$ -	$ 250	$ 200	$ 400	$ 200	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ 3,750	$ 10,525	$ 11,900	$ -	$ -	$ 5,500	$ 4,150	$ 8,300	$ 9,750	$ -	$ 28,700	$ -	$ -
INCIDENTAL EXPENSES															
City Administration	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ -	$ 1,000	$ -	$ -
Consultant Services	$ -	$ -	$ 15	$ 41	$ 47	$ -	$ -	$ 22	$ 16	$ 33	$ 38	$ -	$ 113	$ -	$ -
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ -	$ 2	$ 7	$ 7	$ -	$ -	$ 3	$ 3	$ 5	$ 6	$ -	$ 18	$ -	$ -
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ 1,017	$ 1,048	$ 1,054	$ -	$ -	$ 1,025	$ 1,019	$ 1,038	$ 1,044	$ -	$ 1,131	$ -	$ -
Delinquency 2%	$ -	$ -	$ 82	$ 230	$ 261	$ -	$ -	$ 120	$ 91	$ 182	$ 213	$ -	$ 628	$ -	$ -
Contingency 5%	$ -	$ -	$ 205	$ 576	$ 651	$ -	$ -	$ 301	$ 227	$ 454	$ 534	$ -	$ 1,571	$ -	$ -
Sub Total	$ -	$ -	$ 287	$ 807	$ 912	$ -	$ -	$ 421	$ 318	$ 636	$ 747	$ -	$ 2,199	$ -	$ -
TOTAL ANNUAL EXPENSES	**$ -**	**$ -**	**$ 5,054**	**$ 12,379**	**$ 13,866**	**$ -**	**$ -**	**$ 6,947**	**$ 5,487**	**$ 9,974**	**$ 11,542**	**$ -**	**$ 32,030**	**$ -**	**$ -**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ -	$ 447	$ -	$ -	$ -	$ -	$ 1,542	$ -	$ 2,168	$ -	$ -	$ -	$ -	$ -
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ (3,610)	$ (3,451)	$ -	$ -	$ -	$ (2,181)	$ -	$ (3,629)	$ -	$ (25,708)	$ -	$ -
	$ -	$ -	$ 447	$ (3,610)	$ (3,451)	$ -	$ -	$ 1,542	$ (2,181)	$ 2,168	$ (3,629)	$ -	$ (25,708)	$ -	$ -
Balance to Levy	**$ -**	**$ -**	**$ 5,502**	**$ 8,769**	**$ 10,415**	**$ -**	**$ -**	**$ 8,488**	**$ 3,306**	**$ 12,142**	**$ 7,913**	**$ -**	**$ 6,321**	**$ -**	**$ -**
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/23)	$ -	$ -	$ 3,095	$ (150,640)	$ (7,756)	$ -	$ -	$ 9,974	$ (23,685)	$ 58,014	$ (30,083)	$ -	$ (138,505)	$ -	$ -
Contibutions/(Transfers)	$ -	$ -	$ 447	$ (3,610)	$ (3,451)	$ -	$ -	$ 1,542	$ (2,181)	$ 2,168	$ (3,629)	$ -	$ (25,708)	$ -	$ -
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	$ -	$ -	$ 3,542	$ (154,250)	$ (11,207)	$ -	$ -	$ 11,516	$ (25,866)	$ 60,182	$ (33,712)	$ -	$ (164,213)	$ -	$ -
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	N/A	N/A	2	33	29	N/A	N/A	80	45	7	26	N/A	13	N/A	N/A
Rate Per BU - No Surcharge	$0.00	$0.00	$5.38	$185.40	$260.38	$0.00	$0.00	$96.79	$70.04	$1,734.60	$201.86	$0.00	$387.82	$0.00	$0.00
No. Parcels - Surcharge (see page 26)	N/A	N/A	Per Lin. Ft.	13	10	N/A	N/A	7	2	0	12	N/A	3	N/A	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$0.00	1,022.59 l.f.	$203.94	$286.42	$0.00	$0.00	$106.47	$77.04	N/A	$222.05	$0.00	$426.60	$0.00	$0.00
Other Rates or Charges															
Escalated Ballot Maximum Assessment Rate	$ 10.45	N/A	$ 8.595	$ 273.290	$ 366.408	$ 9.02	$ 9.02	$ 96.799	$ 89.378	$ 2,562.797	$ 222.555	$ 8.19	$ 573.005	$ 8.19	$ 644.47

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 4 of 6)

	Zone B-42	Zone B-43	Zone B-44	Zone B-45	Zone B-46	Zone B-47	Zone B-48	Zone B-49	Zone B-50	Zone B-51	Zone B-52	Zone B-53	Zone B-54	Zone B-55	Zone B-56
	Annex No.42	Annex No.43	Annex No.44	Annex No.45	Annex No.46	Annex No.47	Annex No.48	Annex No.49	Annex No.50	Annex No.51	Annex No.52	Annex No.53	Annex No. 54	Annex No. 55	Annex No. 56
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months		12	12			12	12						12	12	12
Contract Maintenance	$ -	$ 1,850	$ 30,600	$ -	$ -	$ 2,150	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ 6,150	$ 8,000	$ 1,100
Material	$ -	$ 250	$ 400	$ -	$ -	$ 250	$ 500	$ -	$ -	$ -	$ -	$ -	$ 700	$ 500	$ 500
Water	$ -	$ 1,800	$ 16,000	$ -	$ -	$ 2,000	$ 31,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,300	$ -
Electricity	$ -	$ -	$ 250	$ -	$ -	$ 200	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 300	$ -
Sub Total	$ -	$ 3,900	$ 47,250	$ -	$ -	$ 4,600	$ 60,500	$ -	$ -	$ -	$ -	$ -	$ 6,850	$ 15,100	$ 1,600
INCIDENTAL EXPENSES															
City Administration	$ -	$ 1,000	$ 1,000	$ -	$ -	$ 1,000	$ 1,000	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ 1,000	$ 1,000
Consultant Services	$ -	$ 15	$ 185	$ -	$ -	$ 18	$ 237	$ -	$ -	$ -	$ -	$ -	$ 27	$ 59	$ 6
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ 2	$ 30	$ -	$ -	$ 3	$ 38	$ -	$ -	$ -	$ -	$ -	$ 4	$ 9	$ 1
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ 1,018	$ 1,215	$ -	$ -	$ 1,021	$ 1,275	$ -	$ -	$ -	$ -	$ -	$ 1,031	$ 1,069	$ 1,007
Delinquency 2%	$ -	$ 85	$ 1,035	$ -	$ -	$ 101	$ 1,325	$ -	$ -	$ -	$ -	$ -	$ 150	$ 331	$ 35
Contingency 5%	$ -	$ 213	$ 2,586	$ -	$ -	$ 252	$ 3,312	$ -	$ -	$ -	$ -	$ -	$ 375	$ 827	$ 88
Sub Total	$ -	$ 299	$ 3,621	$ -	$ -	$ 353	$ 4,636	$ -	$ -	$ -	$ -	$ -	$ 525	$ 1,157	$ 123
TOTAL ANNUAL EXPENSES	**$ -**	**$ 5,217**	**$ 52,086**	**$ -**	**$ -**	**$ 5,973**	**$ 66,412**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,406**	**$ 17,326**	$ 2,730
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ 464	$ -	$ -	$ -	$ 28	$ 20,632	$ -	$ -	$ -	$ -	$ -	$ 7,278	$ 9,588	$ 291
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ (29,481)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ 464	$ (29,481)	$ -	$ -	$ 28	$ 20,632	$ -	$ -	$ -	$ -	$ -	$ 7,278	$ 9,588	$ 291
Balance to Levy	**$ -**	**$ 5,681**	**$ 22,605**	**$ -**	**$ -**	**$ 6,001**	**$ 87,043**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,684**	**$ 26,913**	**$ 3,021**
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/23)	$ -	$ (633)	$ (239,701)	$ -	$ -	$ 1,088	$ 144,487	$ -	$ -	$ -	$ -	$ -	$ 61,326	$ 102,824	$ 44,476
Contibutions/(Transfers)	$ -	$ 464	$ (29,481)	$ -	$ -	$ 28	$ 20,632	$ -	$ -	$ -	$ -	$ -	$ 7,278	$ 9,588	$ 291
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	$ -	$ (169)	$ (269,182)	$ -	$ -	$ 1,116	$ 165,119	$ -	$ -	$ -	$ -	$ -	$ 68,604	$ 112,412	$ 44,767
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	N/A	4	10	N/A	N/A	22	46	N/A	N/A	N/A	N/A	N/A	9	17	$ 35
Rate Per BU - No Surcharge	$0.00	$598.01	$853.02	$0.00	$0.00	$247.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ 1.65231	$731.34	$86.32
No. Parcels - Surcharge (see page 26)	N/A	5	15	N/A	N/A	2	N/A	N/A	N/A	N/A	N/A	N/A	Per Lin. Ft.	18	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$657.81	$938.32	$0.00	$0.00	$272.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	9,492.01 l.f.	$804.48	$0.00
Other Rates or Charges							See								
Escalated Ballot Maximum Assessment Rate	$ 7.80	$ 692.283	$ 895.683	$ 7.07	$ 6.73	$ 260.399	Page 35	$ 6.73	$ 3,591.71	$ 4,489.64	$ 3,232.54	$ 7.18	$ 1.65231	$ 846.618	$ 90.648

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 5 of 6)

	Zone B-57	Zone B-58	Zone B-59	Zone B-60	Zone B-61	Zone B-62	Zone B-63	Zone B-64	Zone B-65	Zone B-66	Zone B-67	Zone B-68	Zone B-69	Zone B-70	Zone B-71
	Annex No. 57	Annex No. 58	Annex No. 59	Annex No.60	Annex No. 61	Annex No. 62	Annex No. 63	Annex No. 64	Annex No. 65	Annex No. 66	Annex No. 67	Annex No. 68	Annex No. 69	Annex No. 70	Annex No. 71
DIRECT COSTS															
MAINTENANCE AND SERVICING:															
No. of Months			12		12		12					12	12	12	
Contract Maintenance	$ -	$ -	$ 300	$ -	$ 3,750	$ -	$ 1,500	$ -	$ -	$ -	$ -	$ 6,200	$ 2,000	$ 11,400	$ -
Material	$ -	$ -	$ 400	$ -	$ 250	$ -	$ 500	$ -	$ -	$ -	$ -	$ 500	$ 300	$ 1,000	$ -
Water	$ -	$ -	$ -	$ -	$ 800	$ -	$ 100	$ -	$ -	$ -	$ -	$ 5,000	$ 1,500	$ 9,000	$ -
Electricity	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 325	$ 325	$ 1,500	$ -
Sub Total	$ -	$ -	$ 700	$ -	$ 4,800	$ -	$ 2,100	$ -	$ -	$ -	$ -	$ 12,025	$ 4,125	$ 22,900	$ -
INCIDENTAL EXPENSES															
City Administration	$ -	$ -	$ 1,000	$ -	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ -	$ 1,000	$ 1,000	$ 1,000	$ -
Consultant Services	$ -	$ -	$ 3	$ -	$ 19	$ -	$ 8	$ -	$ -	$ -	$ -	$ 47	$ 16	$ 90	$ -
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ -	$ 0	$ -	$ 3	$ -	$ 1	$ -	$ -	$ -	$ -	$ 8	$ 3	$ 14	$ -
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ -	$ 1,003	$ -	$ 1,022	$ -	$ 1,010	$ -	$ -	$ -	$ -	$ 1,055	$ 1,019	$ 1,104	$ -
Delinquency 2%	$ -	$ -	$ 15	$ -	$ 105	$ -	$ 46	$ -	$ -	$ -	$ -	$ 263	$ 90	$ 501	$ -
Contingency 5%	$ -	$ -	$ 38	$ -	$ 263	$ -	$ 115	$ -	$ -	$ -	$ -	$ 658	$ 226	$ 1,254	$ -
Sub Total	$ -	$ -	$ 54	$ -	$ 368	$ -	$ 161	$ -	$ -	$ -	$ -	$ 922	$ 316	$ 1,755	$ -
TOTAL ANNUAL EXPENSES	**$ -**	**$ -**	**$ 1,757**	**$ -**	**$ 6,190**	**$ -**	**$ 3,270**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 14,001**	**$ 5,460**	**$ 25,759**	**$ -**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY															
Fund Balance Transfer	$ -	$ -	$ 2,131	$ -	$ 3,670	$ -	$ 6,689	$ -	$ -	$ -	$ -	$ 35,415	$ 1,857	$ 9,687	$ -
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ 2,131	$ -	$ 3,670	$ -	$ 6,689	$ -	$ -	$ -	$ -	$ 35,415	$ 1,857	$ 9,687	$ -
Balance to Levy	**$ -**	**$ -**	**$ 3,888**	**$ -**	**$ 9,860**	**$ -**	**$ 9,960**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 49,417**	**$ 7,316**	**$ 35,446**	**$ -**
FUND BALANCE SUMMARY															
Estimated Fund Balance (7/1/23)	$ -	$ -	$ 13,576	$ -	$ (4,307)	$ -	$ 41,270	$ -	$ -	$ -	$ -	$ 240,371	$ 26,706	$ 115,052	$ -
Contibutions/(Transfers)	$ -	$ -	$ 2,131	$ -	$ 3,670	$ -	$ 6,689	$ -	$ -	$ -	$ -	$ 35,415	$ 1,857	$ 9,687	$ -
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	$ -	$ -	$ 15,707	$ -	$ (637)	$ -	$ 47,959	$ -	$ -	$ -	$ -	$ 275,786	$ 28,563	$ 124,739	$ -
ZONE PARCEL SUMMARY															
No. Parcels - No Surcharge	N/A	N/A	2	N/A	5	N/A	1	N/A	N/A	N/A	N/A	118	118	80	N/A
Rate Per BU - No Surcharge	$0.00	$0.00	$1,254.25	$0.00	N/A	$0.00	$9,959.52	$0.00	$0.00	$0.00	$0.00	$418.79	$62.00	$443.08	$0.00
No. Parcels - Surcharge (see page 26)	Per Lin. Ft.	N/A	1	N/A	Per Lin. Ft.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$0.00	$1,379.68	$0.00	N/A	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Rates or Charges					See										
Escalated Ballot Maximum Assessment Rate	$ 6.41	$ 3,078.61	$ 1,254.259	$ 4,421.29	Page 36	$6.59	$ 9,959.523	$10,955.48	$20,586.13	$9,959.53	$24,089.56	$418.795	$62.004	$443.080	$ 4,441

Zone B – Landscape Maintenance (Including Annexations)

Budget Estimates (Page 6 of 6)

	Zone B-72	Zone B-73	Zone B-74	Zone B-75	Zone B-76	Zone B-77	Zone B-78	Zone B-79	Zone B-80	Zone B-81	Zone B-82	Zone B-83
	Annex No. 72	Annex No. 73	Annex No. 74	Annex No. 75	Annex No. 76	Annex No. 77	Annex No. 78	Annex No. 79	Annex No. 80	Annex No. 81	Annex No. 82	Annex No. 83
DIRECT COSTS												
MAINTENANCE AND SERVICING:												
No. of Months		12			12			12			12	
Contract Maintenance	$ -	$ 2,940	$ -	$ -	$ 1,800	$ -	$ -	$ 4,000	$ -	$ -	$ 2,500	$ -
Material	$ -	$ 200	$ -	$ -	$ 200	$ -	$ -	$ 200	$ -	$ -	$ 250	$ -
Water	$ -	$ 800	$ -	$ -	$ 1,000	$ -	$ -	$ 4,000	$ -	$ -	$ 1,500	$ -
Electricity	$ -	$ 300	$ -	$ -	$ 200	$ -	$ -	$ 600	$ -	$ -	$ 300	$ -
Sub Total	$ -	$ 4,240	$ -	$ -	$ 3,200	$ -	$ -	$ 8,800	$ -	$ -	$ 4,550	$ -
INCIDENTAL EXPENSES												
City Administration	$ -	$ 1,000	$ -	$ -	$ 1,000	$ -	$ -	$ 1,000	$ -	$ -	$ 1,000	$ -
Consultant Services	$ -	$ 17	$ -	$ -	$ 13	$ -	$ -	$ 35	$ -	$ -	$ 18	$ -
San Bernardino Cnty Admin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ 3	$ -	$ -	$ 2	$ -	$ -	$ 6	$ -	$ -	$ 3	$ -
Notice Mailing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	$ -	$ 1,019	$ -	$ -	$ 1,015	$ -	$ -	$ 1,040	$ -	$ -	$ 1,021	$ -
Delinquency 2%	$ -	$ 93	$ -	$ -	$ 70	$ -	$ -	$ 193	$ -	$ -	$ 100	$ -
Contingency 5%	$ -	$ 232	$ -	$ -	$ 175	$ -	$ -	$ 482	$ -	$ -	$ 249	$ -
Sub Total	$ -	$ 325	$ -	$ -	$ 245	$ -	$ -	$ 674	$ -	$ -	$ 349	$ -
TOTAL ANNUAL EXPENSES	**$ -**	**$ 5,584**	**$ -**	**$ -**	**$ 4,460**	**$ -**	**$ -**	**$ 10,514**	**$ -**	**$ -**	**$ 5,919**	**$ -**
CAPITAL EXPENSES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY												
Fund Balance Transfer	$ -	$ (1,117)	$ -	$ -	$ -	$ -	$ -	$ 2,468	$ -	$ -	$ 2,019	$ -
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ (3,487)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ (1,117)	$ -	$ -	$ (3,487)	$ -	$ -	$ 2,468	$ -	$ -	$ 2,019	$ -
Balance to Levy	**$ -**	**$ 4,467**	**$ -**	**$ -**	**$ 972**	**$ -**	**$ -**	**$ 12,982**	**$ -**	**$ -**	**$ 7,938**	**$ -**
FUND BALANCE SUMMARY												
Estimated Fund Balance (7/1/23)	$ -	$ 12,825	$ -	$ -	$ (12,596)	$ -	$ -	$ 43,788	$ -	$ -	$ 9,626	$ -
Contibutions/(Transfers)	$ -	$ (1,117)	$ -	$ -	$ (3,487)	$ -	$ -	$ 2,468	$ -	$ -	$ 2,019	$ -
Plus General Fund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Improvement Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	$ -	$ 11,708	$ -	$ -	$ (16,083)	$ -	$ -	$ 46,256	$ -	$ -	$ 11,645	$ -
ZONE PARCEL SUMMARY												
No. Parcels - No Surcharge	N/A	1	N/A	N/A	2	N/A	N/A	1	N/A	N/A	1	N/A
Rate Per BU - No Surcharge	$0.00	$4,466.98	$0.00	$0.00	$486.20	$0.00	$0.00	$12,981.93	$0.00	$0.00	$7,938.00	$0.00
No. Parcels - Surcharge (see page 26)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rate Per BU - Surcharge (see page 26)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Rates or Charges	$22,880.00		$22,880.00	$22,880.00		$22,880.00	$22,880.00					$22,880.00
Escalated Ballot Maximum Assessment Rate	N/A	$4,466.985	$7,779.24	$9,104.14	$486.203	$7,803.55	$23,544.36	$14,312.586	$4,716.16	$ 4,862.03	$8,751.645	$ 9,911

Zone C – Trail Maintenance including Annexations
Budget Estimates

	Zone C-1 Original District	Zone C-2 Annex. No. 1	Zone C-3 Annex. No. 2	Zone C-4 Annex. No. 3	Zone C-5 Annex. No. 4	Zone C-6 Annex. No. 5	Zone C-7 Annex. No. 6	Zone C-8 Annex. No. 7	Zone C-9 Annex. No. 8	Total All Zones
DIRECT COSTS										
MAINTENANCE AND SERVICING:										
Contract Maintenance	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 1,800
Weed Abatement	$ 500	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 2,100
Trail/Access Surface	$ 500	$ 225	$ 100	$ 100	$ 200	$ 100	$ 200	$ 400	$ 400	$ 2,225
Gates	$ -	$ 300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 300
Fence Repair & Replacement	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
Rehabilitation and Upgrade Reserve	$ 500	$ -	$ -	$ -	$ -	$ -	$ 500	$ -	$ -	$ 1,000
Sub Total	**$ 2,200**	**$ 925**	**$ 500**	**$ 500**	**$ 600**	**$ 500**	**$ 1,100**	**$ 800**	**$ 800**	**$ 7,925**
INCIDENTAL EXPENSES:										
City Administration	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 500	$ 2,900
Consultant Services	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 65	$ 585
Advertising	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
San Bernardino County Administration	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mailing Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub Total	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 365**	**$ 565**	**$ 3,485**
TOTAL ANNUAL EXPENSES	**$2,565**	**$1,290**	**$865**	**$865**	**$965**	**$865**	**$1,465**	**$1,165**	**$1,365**	**$11,410**
CAPITAL EXPENSES	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
COLLECTIONS/(CREDITS) APPLIED TO LEVY										
Reserve Fund Collection/(Transfer)	**$ 773**	**$ 426**	**$ 623**	**$ 45**	**$ 132**	**$ 54**	**$ 475**	**$ 990**	**$ 243**	**$ 3,761**
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Fund Contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Balance to Levy	**$ 3,338**	**$ 1,716**	**$ 1,488**	**$ 910**	**$ 1,097**	**$ 919**	**$ 1,940**	**$ 2,155**	**$ 1,608**	**$ 15,171**
FUND BALANCE SUMMARY										
Estimated Fund Balance (7/1/23)	$8,104	$4,226	$3,906	$2,346	$2,302	$1,868	$4,842	$6,215	$3,840	$37,649
Contibutions/(Transfers)	$ 773	$ 426	$ 623	$ 45	$ 132	$ 54	$ 475	$ 990	$ 243	$ 3,761
Contribution from City/Other Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	**$ 8,877**	**$ 4,652**	**$ 4,529**	**$ 2,391**	**$ 2,434**	**$ 1,922**	**$ 5,317**	**$ 7,205**	**$ 4,083**	**$ 41,410**
ZONE PARCEL SUMMARY										
No. of Assessable Parcels	**143**	**95**	**46**	**39**	**47**	**16**	**60**	**25**	**80**	551
No. of Benefit Units (BU's)	**143**	**95**	**46**	**39**	**47**	**16**	**60**	**25**	**80**	551
Levied Rate Per BU - Specific Benefit (Maximum)	**$23.34**	**$18.06**	**$32.34**	**$23.34**	**$23.34**	**$57.46**	**$32.34**	**$86.20**	**$20.10**	

Zone D – Park Maintenance including Annexations
Budget Estimates

	Original District Zone D-0	Annex No. 1 Zone D-1	Annex No. 2 Zone D-2	Annex No. 3 Zone D-3	Total All Zones
DIRECT COSTS					
MAINTENANCE AND SERVICING:					
Contract Maintenance:	$ 5,500	$ 9,500	$ 7,000	$ 3,800	$ 25,800
Staff Maintenance/Administration	$ 12,000	$ 12,000	$ 12,000	$ 12,000	$ 48,000
Water	$ 8,700	$ 14,100	$ 22,000	$ 3,500	$ 48,300
Electricity	$ 300	$ 250	$ 250	$ 300	$ 1,100
Materials	$ 2,000	$ 2,000	$ 3,700	$ 1,700	$ 9,400
Sub Total	**$ 28,500**	**$ 37,850**	**$ 44,950**	**$ 21,300**	**$ 132,600**
INCIDENTAL EXPENSES:					
City Administration	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 4,000
Consultant Services	$ 250	$ 250	$ 250	$ 250	$ 1,000
San Bernardino County Administration	$ -	$ -	$ -	$ -	$ -
Mailing Costs	$ -	$ -	$ -	$ -	$ -
Advertising	$ -	$ -	$ -	$ -	$ -
Sub Total	**$ 1,250**	**$ 1,250**	**$ 1,250**	**$ 1,250**	**$ 5,000**
TOTAL ANNUAL EXPENSES	**$ 29,750**	**$ 39,100**	**$ 46,200**	**$ 22,550**	**$ 137,600**
CAPITAL EXPENSES	**$0**	**$0**	**$0**	**$0**	**$0**
COLLECTIONS/(CREDITS) APPLIED TO LEVY					
Reserve Fund Collection/(Transfer)	$ (851)	$ 9,350	$ 8,915	$ 6,943	$ 24,357
General Fund Repayment/(Loan)	$ -	$ -	$ -	$ -	$ -
Mutual Benefit paid by City General Fund	$ (11,900)	$ (15,640)	$ (18,480)	$ (9,020)	$ (55,040)
Balance to Levy	**$ 16,999**	**$ 32,810**	**$ 36,635**	**$ 20,473**	**$ 106,917**
FUND BALANCE SUMMARY					
Estimated Fund Balance (7/1/23)	$ 22,407	$ 45,339	$ 69,007	$ 76,389	$ 213,142
Contibutions/(Transfers)	$ (851)	$ 9,350	$ 8,915	$ 6,943	$ 24,357
Contribution from City/Others	$ -	$ -	$ -	$ -	$ -
EST. ENDING FUND BALANCE (6/30/24)	**$ 21,556**	**$ 54,689**	**$ 77,922**	**$ 83,332**	**$ 237,499**
FACILITIES REPLACEMENT RESERVE					
Estimated Fund Balance (7/1/23)	$0	$0	$0	$0	$0
District Revenue Contribution	$0	$0	$0	$0	$0
Contribution from City/Other	$0	$0	$0	$0	$0
TOTAL FACILITIES REPLACEMENT RESERVE	**$0**	**$0**	**$0**	**$0**	**$0**
Total Annual Expenses	**$29,750**	**$39,100**	**$46,200**	**$22,550**	**$137,600**
Allocated Budget - Mutual Benefit Zone 40.0%	**$11,900**	**$15,640**	**$18,480**	**$9,020**	**$55,040**
Allocated Budget - Specific Benefit Zone 60.0%	**$17,850**	**$23,460**	**$27,720**	**$13,530**	**$82,560**
ZONE PARCEL SUMMARY					
No. of Assessable Parcels	190	87	60	24	
No. of Benefit Units (BU's)	190	87	60	24	
Levied Rate Per BU - Specific Benefit (Maximum)	$89.47	$377.13	$610.58	$853.03	

PART IV - METHOD OF ASSESSMENT

General

Pursuant to the 1972 Act and Article XIIID, all parcels that receive a special benefit conferred upon them as a result of the maintenance and operation of improvements and services shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the maintenance and operation of improvements. Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the operation, maintenance and servicing of landscaping improvements.

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*
>
> *"The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000) [of the Streets and Highways Code, State of California])."*

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22547).

Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

The net amount to be assessed may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels. Proposition 218, approved by the voters in November 1996, requires the City to separate general benefit from special benefit, whereas only special benefit is assessed.

Method of Assessment Spread

Zone A Street Lighting

Since the assessment will be levied on the owners of property as shown on the county tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, this would not be equitable, because, as an example, a single family residential parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment in a similar zone.

Therefore, the benefit each property receives will be assessed as increments of units of benefit called Benefit Units (BUs) as adopted by the City Council at the time of formation.

One (1) BU will be assigned to each developable parcel having street frontage less than or equal to 199 feet. If the lot frontage exceeds 199 feet, one additional BU will be assessed for each additional 100 feet of lot frontage or fraction thereof. For example, 1 BU is assigned to a lot with a frontage equal to 199 feet or less, 2 BUs are assigned to a lot with frontage greater than 199 feet, but less than or equal to 299 feet, and so on. Hence, BUs will increase by one (1) unit of benefit for each additional 100 foot increment, or fraction thereof of lot street frontage.

If a residential lot has frontage on two or more streets, only the shortest frontage dimension will be used to determine units of benefit. The unit of benefit for irregularly shaped lots will include only the frontage of the portion of the lot with minimum depth for development. Commercial and other non-residential uses will have all street frontage dimensions included to determine their units of benefit.

Properties that are not capable of being developed because of small size are assigned zero (0) units of benefit.

Lots without street frontage have been omitted from the methodology with the exception of condominiums, and planned unit developments. Each of these lots receives one (1) BU per dwelling unit. Lots with apartments constructed upon them have been assigned BU's based upon their street frontage.

To determine the units of benefit for each lot in the District, the records of the City and the San Bernardino County Assessor were referenced by the consultants in their calculations. All properties were originally reviewed during the formation of the District using both the Assessor's maps and the Assessor's tax roll in addition to the City's zoning maps to determine the zoning, and use of the properties.

Parcels of land listed as tax exempt by the County Assessor's records as Government owned land and Public Utility owned land will be exempted from the assessment because the current lighting zones were established prior to the passage of Proposition 218.

The method of apportionment will be in accordance with the special benefit received. Annual budgets have been prepared for each benefit zone within the District as shown on Part II of this report. The benefit

accruing to the properties is a direct benefit to all lots within the City which have the capability of being developed, whether or not they currently have improvements upon them.

A field inventory of street lights conducted by the City at formation indicated that two main areas of lighting existed, which have been referred to as "urban" and "rural" areas.

The urban area comprises areas within the City of Highland having levels of street lighting which are found in most urbanized areas. The urban area does not strictly refer to a type of land use as there may be agricultural or other uses within this classification.

The rural area is shown on the assessment diagram and includes areas in the easterly and southerly portions of the City of Highland which have a minimal level of lighting. Much of the rural area is presently either undeveloped or in agricultural land use. As development expands into the rural area and street lighting is provided, the properties will be removed from this assessment classification and included into the urban assessment area.

Assessments proposed for individual lots within Zone A will be for the special benefit received and will be determined based upon five assessment zones within the two assessment areas as defined below:

Urban Area

Zone A-1 Residential - This will include all residential lots within the urban area whether they are developed or undeveloped.

Zone A-2 Residential Rural - This designation defines all lots within the urban area having this City of Highland land use designation at the formation of the district. These lots generally have a lower level of street lighting and are therefore assessed as a separate zone.

Zone A-3 Non-Residential - This will include all commercial, manufacturing, administrative professional and other non-residential lots within the urban area whether they are developed or undeveloped.

Zone A-4 Agricultural - This will include all agriculturally land use zoned lots within the urban area.

Rural Area

Zone A-5 Rural - This will include all lots outside the urban area regardless of their land use zoning.

The following table provides a summary of typical assessments within Zone A. Detailed lighting information is provided in Exhibit 1 on the following pages.

	Total	Zone A-1	Zone A-2	Zone A-3	Zone A-4	Zone A-5
Benefit Units	14,661	13,228	37	889	70	437
Number of Parcels	14,016	13,068	36	511	36	365
Rate per Benefit Unit		$23.75	$20.51	$28.86	$7.71	$7.07

EXHIBIT 1

STREET LIGHTING DISTRICT NO. 1
CITY OF HIGHLAND
Fiscal Year 2023-24

	Summary of Existing Luminaire Maintained - (Estimated Zones)						Summary of Estimated Operating Budget Net of Other Costs					
Urban Zone:	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total
Zone A-1 - Residential	1673	1047	99	364	0	3,183	$134,229	$93,178	$8,082	$28,585	$0	$264,074
Zone A-2 - Residential Rural	1	2	0	0	0	3	$80	$178	$0	$0	$0	$258
Zone A-3 - Non-Residential	81	118	0	0	0	199	$6,499	$10,501	$0	$0	$0	$17,000
Zone A-4 - Agriculture	1	2	0	0	0	3	$80	$178	$0	$0	$0	$258
Rural Zone:												
Zone A-5 - Rural	0	5	0	0	0	5	$0	$445	$0	$0	$0	$445
Sub Total	1756	1174	99	364	0	3,393	$140,889	$104,481	$8,082	$28,585	$0	$282,036

	Estimated City Added Street Lights						Summary of Budget - w/ Op. Costs for "Additional" Luminairs					
Urban Zone:	5800 L	9500 L	16000 L	22000 L	27500 L	Total	5800 L	9500 L	16000 L	22000 L	27500 L	Total
Zone A-1 - Residential	2	2	0	0	0	4	$160	$178	$0	$0	$0	$338
Zone A-2 - Residential Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-3 - Non-Residential	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-4 - Agriculture	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Rural Zone:												
Zone A-5 - Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Sub Total	2	2	0	0	0	4	$160	$178	$0	$0	$0	$338

Note: City provided estimate.

	Developer Added Street Lights Based on City Estimate						Summary of Budget - w/ Op. Costs for "Additional" Luminairs					
Urban Zone:	5800 L	9500 L	16000 L	22000 L	27500 L	Total	5800 L	9500 L	16000 L	22000 L	27500 L	Total
Zone A-1 - Residential	91	4	5	0	0	100	$7,301	$356	$408	$0	$0	$8,065
Zone A-2 - Residential Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-3 - Non-Residential	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Zone A-4 - Agriculture	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Rural Zone:												
Zone A-5 - Rural	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Sub Total	91	4	5	0	0	100	$7,301	$356	$408	$0	$0	$8,065

EXHIBIT 1 (Continued)

STREET LIGHTING DISTRICT NO. 1
CITY OF HIGHLAND
Fiscal Year 2023-24

	SUMMARY - STREET LIGHTS						BUDGET SUMMARY - STREET LIGHTS					
Urban Zone:	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total	70 W (5800 L)	100 W (9500 L)	150 W (16000 L)	200 W (22000 L)	250 W (27500 L)	Total
Zone A-1 - Residential	1766	1053	104	364	0	3,287	$141,690	$93,712	$8,490	$28,585	$0	$272,478
Zone A-2 - Residential Rural	1	2	0	0	0	3	$80	$178	$0	$0	$0	$258
Zone A-3 - Non-Residential	81	118	0	0	0	199	$6,499	$10,501	$0	$0	$0	$17,000
Zone A-4 - Agriculture	1	2	0	0	0	3	$80	$178	$0	$0	$0	$258
Rural Zone:												
Zone A-5 - Rural	0	5	0	0	0	5	$0	$445	$0	$0	$0	$445
Sub Total	1849	1180	104	364	0	3497	$148,350	$105,015	$8,490	$28,585	$0	$290,440

	SAFETY LIGHTING											
	5800 L	9500 L	16000 L	22000 L	27500 L	Total	5800 L	9500 L	16000 L	22000 L	27500 L	Total
City Owned	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Shared with Other Entities x 3/4	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0
Shared with Other Entities x 1/2	0	0	0	0	32	32	$0	$0	$0	$0	$4,606	$4,606
Shared with Other Entities x 1/4	0	0	0	0	7	7	$0	$0	$0	$0	$504	$504
Sub Total	0	0	0	0	39	39	$0	$0	$0	$0	$5,110	$5,110

Note: Assumptions for Safety Lighting Provided by City.

	TOTAL STREET AND SAFETY LIGHTING											
Total Luminaire	1849	1180	104	364	39	3536						
Fiscal Year Budgeted Rate*	$ 80.23	$ 89.00	$ 81.64	$ 78.53	$ 287.88							
Total Annual Budget							$148,351	$105,015	$8,490	$28,585	$5,110	$295,550
	Total luminaire above are from prior year											

In Fiscal Year 2023-24 we projected the decrease in costs based on monthly actuals projected out to February 2023 SCE Bill. Until the Audit is complete, the number of lights remains the same as 2022.

Zone B Landscape Maintenance

The primary benefits of maintaining landscaping are as set forth below:

a. Improved aesthetic appeal of nearby parcels
b. Improved erosion resistance and dust control
c. Improved safety of playground facilities within neighborhoods
d. Beautifies and makes safer flood control facilities that would otherwise be unsightly and potentially dangerous
e. Enhancement of the value of property which results from the foregoing benefits

The servicing, operation and maintenance of landscape improvements required as a condition of tract map approval provides a special benefit to those parcels and/or lots within the tract or subdivision, and the costs should be spread to parcels/lots within those specific tracts/subdivisions only.

Since the assessment will be levied on the owners of properties as shown on the tax rolls, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, or proximity to the improvements this would not be equitable, because, as an example, a single family residential parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment in a similar zone.

Residential Zone

Each residential parcel within a benefit zone will be assigned one (1) benefit unit. Residential lots adjacent to the landscaping areas to be maintained by the district will be assigned an additional one-tenth (0.1) benefit unit since they receive a greater special benefit from the improvements.

Zone B-0	Maintenance of the permanent landscape areas along Base Line and the left side of Yarnell Street, fronting Tracts 12484 and 12484-1.
Zone B-1	Maintenance of the permanent landscape areas of Church Street and Highland Avenue fronting Tracts 10102 and 10102-5.
Zone B-2	Maintenance of the permanent landscape areas along Greenspot Road, Weaver Street, Water Street and Santa Ana Canyon Road fronting Tracts 13936-1, 13936-2, 13936-3 and 13936-4.
Zone B-3	Maintenance of the permanent landscape areas along Base Line and Cherokee Rose Drive fronting Tracts 12474, and 12474-1.
Zone B-4	Maintenance of the permanent landscape areas along Palm Avenue fronting Tract 11181.

Zone B-5	Maintenance of the permanent landscape areas along Elder Gulch Road (vacated) fronting Tract 13956.
Zone B-6	Maintenance of the landscape easement within the landscaped drainage detention facility in Tract 14190.
Zone B-7	Maintenance of the permanent landscape areas along Base Line fronting Tract 13237.
Zone B-8	Maintenance of the permanent landscape areas along Highland Avenue frontage and the easterly hydro seeded slope of Tract 13315.
Zone B-9	Maintenance of the permanent landscape areas along Boulder Avenue Parkway frontage and median of Parcel Map 12821 (Highland Village Plaza).
Zone B-10	Maintenance of the permanent landscape areas along Greenspot Road, fronting Tracts 14326, 14326-1, and 14326-2.
Zone B-11	Maintenance of the permanent landscape area along a portion of Stoney Creek Drive, within Tracts 14398, 14398-1, 14398-2, 14398-3, and Base Line and Boulder Avenue fronting parcel one (1) of Parcel Map 12849.
Zone B-12	Maintenance of the permanent landscape areas along Highland Avenue and Victoria Avenue fronting Parcel Map 14063 (Smith's).
Zone B-13	Maintenance of the permanent landscape areas along Weaver Street fronting Tract 14095.
Zone B-14	Maintenance of the East Highland Ranch permanent landscape areas within the public right of way and public easements along Base Line Road, Cloverhill Drive, Church Street, Love Street, 5th Street, Greenspot Road, Highland Avenue, Water Street, and Club View Drive fronting those master planned parcels to be approved within the East Highlands Ranch development as of March 1992.
Zone B-15	Maintenance of the permanent landscape areas along River Oaks and Church Street fronting Tract 10726, and Assessor's Parcel 0291-051-34.
Zone B-16	Maintenance of the permanent landscape areas along Ninth Street and Eucalyptus Drive fronting Tracts 15583 and 15609.
Zone B-17	Maintenance of the permanent landscape areas along Carriage Hill Drive and Surrey Lane fronting Tracts 7996 and 8718.
Zone B-18	Maintenance of the permanent landscape areas along Base Line and Seine Ave fronting Parcel Map 14475.

Zone B-19	Maintenance of the permanent landscape areas along Boulder Avenue; Parkway frontage and median of Beaver Medical Clinic fronting Parcel Map 14615.
Zone B-20	Maintenance of the permanent landscape areas along Base Line and Streater Drive fronting Tract 15618.
Zone B-21	Maintenance of the permanent landscape areas along Church Avenue and Powell Drive fronting Tract 15788 and Tract 15929.
Zone B-22	Maintenance of the permanent landscape areas along Santa Ana Canyon fronting Tract 14362.
Zone B-23	Maintenance of the permanent landscape areas fronting the Senior Housing Project on Central Avenue.
Zone B-24	Maintenance of the permanent landscape areas and the median on Base Line fronting the El Ranch Shell (27627 Base Line).
Zone B-25	Maintenance of the permanent landscape areas fronting the Cultural and Retail Center on Highland Avenue and Boulder Avenue.
Zone B-26	Maintenance of the permanent landscape areas and the median on Boulder Avenue fronting Walgreen's and KFC/Taco Bell.
Zone B-27	Maintenance of the permanent landscape areas fronting McDonald's at Base Line and Seine Avenue.
Zone B-28	Maintenance of the permanent landscape areas fronting Orco Blended Products.
Zone B-29	Maintenance of the permanent landscape areas along Base Line and Stoney Creek fronting Parcel 2 of Parcel Map 14885-1 (Wendy's) and a portion of the median on Boulder Avenue, south of Base Line.
Zone B-30	Maintenance of the permanent landscape areas along Santa Ana Canyon Road, Marianne Lane and Lot A adjacent to Tract Map 15375.
Zone B-31	Maintenance of the permanent landscape areas along Streater Avenue and Sycamore Drive adjacent to Tract Map 15969 and 15969-1.
Zone B-32	Maintenance of the permanent landscape areas along 5th Street fronting 28099 5th Street.

Zone B-33	Maintenance of the permanent landscape areas along Base Line and Sterling Avenue adjacent to Lots 44 and 45 of Tract 3582.
Zone B-34	Maintenance of the permanent landscape areas along Base Line adjacent to Lots 1, 12, 13, 14, 15, 26 and 27 of Tract 16404.
Zone B-35	Maintenance of the permanent landscape areas along Highland Avenue adjacent to Lots 13 and 14 of Tract 14757.
Zone B-36	Maintenance of the permanent landscape areas along Boulder Avenue adjacent to lots 2 through 7 of Tract 16543.
Zone B-37	Maintenance of the permanent landscape areas along Norwood Street and Church Avenue adjacent to lots 1, 19, 20 and 30 through 38 of Tract 16607.
Zone B-38	Maintenance of the permanent landscape areas along 3rd Street adjacent to Parcel 1 of Parcel Map 9112.
Zone B-39	Maintenance of the permanent landscape parkway areas along Base Line adjacent to lots 13, 14, and 15 of Tract 15960.
Zone B-40	Maintenance of the permanent landscape areas along Atlantic Avenue adjacent to Parcel 1 of Parcel Map 16788.
Zone B-41	Maintenance of the permanent landscape areas along Cochrane Street adjacent to lots 27, 28, and 51 through 59 of Tract 16914.
Zone B-42	Maintenance of the permanent landscape areas along Base Line adjacent to 27195 Base Line.
Zone B-43	Maintenance of the permanent landscape areas along Base Line adjacent to lots 1, 2, 3 and 4 of Tract 17590 and along the east side of lot 9 of Tract 17590.
Zone B-44	Maintenance of the permanent landscape areas along Church Street and Lot "A" adjacent to lots 1 through 4 and lots 15 through 25 of Tract 17263.
Zone B-45	Maintenance of the permanent landscape areas along Base Line, Palm Avenue and Foster Avenue adjacent to parcels 1 and 2 of Parcel Map 17597.
Zone B-46	Maintenance of the permanent landscape areas along Base Line and Boulder Avenue adjacent to parcels 1 and 2 of Parcel Map 18012.

Zone B-47	Maintenance of the permanent landscape areas along Base Line adjacent to lots 1 and 24 of Tract 18199.
Zone B-48	Maintenance of the permanent landscape areas along Greenspot Road from Highway 30 to Boulder Avenue.
Zone B-49	Maintenance of the permanent landscape areas along Palm Avenue, Meines Street and 27250 5th Street.
Zone B-50	Maintenance of the permanent landscape median areas along 5th Street west of Palm Avenue.
Zone B-51	Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line (APN 0278-121-39-0000).
Zone B-52	Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line (APN 0278-121-39-0000).
Zone B-53	Maintenance of the permanent median parkway landscape areas along Base Line, Boulder Avenue, Seine Avenue, and Pluto Street near 27767 Base Line, CUP-01-001.
Zone B-68	Maintenance of the perimeter parkway along Greenspot Road, Boulder Avenue, and Orange Street adjacent to Tract 17682.
Zone B-69	Maintenance of the median landscaping in the medians on Greenspot Road and Boulder Avenue adjacent to Tract 17682.
Zone B-70	Maintenance of the landscaping in certain parkway and landscape easement areas, oval medians and the water quality basins within and adjacent to Tracts 18935 and 16745.

Certain parcels within the various zones receive greater benefits from landscape improvements than other parcels within the same zone by either backing up to, facing or adjoining the improvements. In general, those parcels are assessed a 10% surcharge for the added benefit. Additional surcharges include the following:

Zone B-0	Lots abutting Yarnell Avenue pay 2 times more than those not abutting Yarnell Avenue for landscape improvements on Yarnell Avenue.
Zone B-8	Lots abutting east-facing slope pay 100% of maintenance cost of slope.
Zone B-17	Lots facing medians in Carriage Hills Drive pay 4 times more than those lots not facing median in Carriage Hill Drive.

Non-Residential Zones

The assessment methodology has been developed based upon the special benefits received by each parcel and is established at the time of annexation into the district. Currently, there are forty-six special benefit zones within the district which include non-residential parcels.

The methodologies, as approved at the time of annexation for Zones B-9, B-11, B-12, B-19, B-24, B-25, B-26, B-27, B-28, B-32, B-33, B-38, B-40, B-42, B-45, B-46, B-48, B-49, B-50, B-51, B-52, B-53, B-54, B-55, B-56, B-57, B-58, B-59, B-60, B-61, B-62, B-67, B-70, B-71, B-72, B-73, B-74, B-75, B-76, B-77, B-78, B-79, B-80, B-81, B-82 and B-83 are shown below for each zone:

Zone B-9 At the time of annexation, a finding was made that the special benefit to the lots within this zone was directly related to their pro-rata share of the development's frontage on Boulder Avenue. Therefore, the assessment shall be apportioned on the basis of front footage.

Zone B-11 At the time of annexation, it was determined that parkway landscaping along the west side of Stoney Creek Drive would be assessed against Tract 14398, and that parkway landscaping along Base Line and Boulder Avenue, and the landscaped median in Boulder Avenue, would be assessed against Parcel 1 of Parcel Map 12849.

Zone B-12 At the time of annexation, a finding was made that lots adjacent to the landscaped areas to be maintained by the district received ninety percent (90%) of the special benefit and that non-adjacent parcels received the remaining ten percent of the special benefit. Therefore, the assessment shall be apportioned on the basis of acreage, with ninety percent (90%) of the total assessment apportioned to those parcels adjacent to the landscaped areas and the remaining ten percent (10%) to the non-adjacent parcels.

Zone B-19 Consists of the parking frontage and median landscape improvements within the right-of-way of Boulder Avenue. The assessments for the improvements are to be levied against Parcel 1 of Map 14615 as a condition of approval for development of the parcel.

Zone B-24 Consists of frontage landscape improvements and median landscape improvements within the right-of-way of Base Line Avenue. The assessments for the improvements are to be levied against the parcel located on the south side of Base Line Avenue west of State Freeway 30 as a condition of approval for development of the parcel.

Zone B-25 Consists of frontage landscape improvements and median landscape improvements within the right-of-way and/or easements of Highland Avenue and Boulder Avenue. The assessments for the improvements are to be levied against the parcel located at the southeast corner of Boulder Avenue and Highland Avenue as a condition of approval for development of the parcel.

Zone B-26 Consists of frontage landscape improvements and median landscape improvements within the right-of-way and/or easements of Boulder Avenue and Base Line. The assessments for the improvements are to be levied against the parcel located at the southeast corner of Boulder Avenue and Base Line as a condition of approval for development of the parcel.

Zone B-27 Consists of frontage landscape improvements within the right-of-way and/or easements of Seine Avenue and Base Line. The assessments for the improvements are to be levied against the parcel located at the northeast corner of Seine Avenue and Base Line as a condition of approval for development of the parcel.

Zone B-28 Consists of frontage landscape improvements within the right-of-way and/or easements of Palm Avenue and Third Street. The assessments for the improvements are to be levied against the parcels located at the southeast corner of Palm Avenue and Third Street as a condition of approval for development of the parcels.

Zone B-32 Consists of frontage landscape improvements within the right-of-way and/or easements of 5th Street. The assessments for the improvements are to be levied against the parcel located at 28099 5th Street as a condition of approval for development of the parcel.

Zone B-33 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line and Sterling Avenue. The assessments for the improvements are to be levied against Lots 44 and 45 of Tract 3582 as a condition of approval for development of the parcels.

Zone B-38 Consists of frontage landscape improvements within the right-of-way and/or easements of 3RD Street. The assessments for the improvements are to be levied against Parcel 1 of Parcel Map 9112 as a condition of approval for development of the parcel.

Zone B-40 Consists of frontage landscape improvements within the right-of-way and/or easements of Atlantic Avenue. The assessments for the improvements are to be levied against Parcel 1 of Parcel Map 16788 as a condition of approval for development of the parcel.

Zone B-42 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line. The assessments for the improvements are to be levied against the following Assessor's Parcel Number: 1191-501-83-0000 located at 27194 Base Line as a condition of approval for development of the parcels.

Zone B-45 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line, Palm Avenue and Foster Avenue. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1200-381-40-0000 and 1200-381-41-0000 as a condition of approval for development of the parcels.

Zone B-46 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line and Boulder Avenue. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1200-461-79-0000 and 1200-461-80-0000 as a condition of approval for development of the parcels.

Zone B-48 The improvements to be maintained by Zone B-48 consist of parkway and median landscape improvements within the right-of-way and/or easements of Greenspot Road from Highway 30 to Boulder Avenue. The assessments for the improvements are allocated to each development area based on the development area's frontage on the improvements. Within each development area, the assessments are to be levied against the parcels in the development area based on the net acreage of the individual Assessor's Parcel Numbers. Improvements for future development areas within Zone B-48 will be included as the individual projects are developed.

Zone B-49 Maintenance of the permanent landscape areas along Palm Avenue, Meines Street and 27250 5th Street. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1192-621-01-0000 as a condition of approval for development of the parcels.

Zone B-50 Maintenance of the permanent landscape median areas along 5th Street west of Palm Avenue. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1192-621-01-0000 as a condition of approval for development of the parcels.

Zone B-51 Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 0278-121-39-0000 as a condition of approval for development of the parcel.

Zone B-52 Maintenance of the permanent median parkway landscape areas along Base Line and Sterling Avenue at 25699 Base Line. The assessments for the improvements are to be levied against Assessor's Parcel Numbers 0278-121-39-0000 as a condition of approval for development of the parcels.

Zone B-53 Maintenance of the permanent median parkway landscape areas along Base Line, Boulder Avenue, Seine Avenue, and Pluto Street near 27767 Base Line (CUP-01-001).

The assessments for the improvements are to be levied against Assessor's Parcel Numbers 1201-091-61-0000 as a condition of approval for development of the parcels.

Zone B-54 The improvements maintained within this zone includes the maintenance and servicing of landscaping and appurtenant facilities that are located in the parkway areas along Base Line within the rights-of-way and dedicated public easements in front of the parcels to be assessed which are within the boundaries of Benefit Zone 54.

Zone B-55 Maintenance of the parkway landscaping along Cypress Street, Palm Street and 9th Avenue, and including Lot "A" located within Tract Map 18677.

Zone B-56 Maintenance for the trimming and replacement of parkway trees along Bella Terra Avenue and Bella Terra Court within Tract Map 18677.

Zone B-57 Consists of frontage landscape improvements within the right-of-way and/or easements of Base Line and Central Ave. The assessment for the improvements is to be levied against Assessor Parcel Number 1193-341-06-0000 located at 26897 Base Line as a condition of approval for development of the parcel.

Zone B-58 Maintenance of the permanent median parkway landscape areas along Base Line and Central Avenue at 26897 Base Line. The assessment for the improvements is to be levied against Assessor Parcel Number 1193-341-06-0000 as a condition of approval for development of the parcel.

Zone B-59 Maintenance of the parkway landscaping at the northwest corner of Base Line and Olive Street adjacent to 7270, 7278 and 7286 Olive Street.

Zone B-60 Consists of frontage landscape improvements within the right-of-way and/or easement of Base Line. The assessment for the improvements is to be levied against Parcel 1 of Parcel Map 19376 (Assessor Parcel Number 1200-381-42-0000) located at 27356 Base Line as a condition of approval for development of the parcel.

Zone B-61 Maintenance of the permanent median parkway landscape area along Base Line between 27310 Base Line and 27356 Base Line and adjacent to 27427 Base Line. The assessments for the improvements are to be levied against Assessor Parcel Numbers 1200-381-40-0000, 1200-381-41-0000, 1200-381-42-0000, 1200-421-33-0000 and 1201-011-07-0000 as a condition of approval for development.

Zone B-62 Consists of frontage landscape improvements within the right-of-way and/or easements of Greenspot Road, Church Street and Old Greenspot Road. The assessment for the improvements is to be levied against Assessor's Parcel Number 1210-201-01-0000 located at 28895 Greenspot Road as a condition of approval for development of the parcel.

Zone B-63 Maintenance of the permanent median parkway landscape areas along Base Line at 28807 Base Line. The assessment for the improvements is to be levied against Assessor Parcel Number 1201-251-12-0000 as a condition of approval for development of the parcel.

Zone B-64 Maintenance of the parkway landscaping along Base Line at 28807 Base Line. The assessment for the improvements is to be levied against Assessor Parcel Number 1201-251-12-0000 as a condition of approval for development of the parcel.

Zone B-64 Maintenance of the parkway landscaping along Greenspot Road at 31111 Greenspot. The assessment for the improvements is to be levied against Assessor Parcel Number 0297-051-17-0000 as a condition of approval for development of the parcel.

Zone B-66 Maintenance of the permanent median parkway landscape areas along Greenspot Road at 31111 Greenspot. The assessment for the improvements is to be levied against Assessor Parcel Number 0297-051-17-0000 as a condition of approval for development of the parcel.

Zone B-67 Maintenance of the parkway landscaping fronting the northeast corner of Base Line and Church Street, Parcel Map 19652.

Zone B-71 Maintenance of the parkway landscaping located at 26492 Highland Avenue.

Zone B-72 Maintenance of the parkway and frontage landscaping along Buckeye Street, Base Line and Church Avenue, Parcel Map 19742.

Zone B–73 Maintenance of the permanent median landscaping in the median on Highland Avenue adjacent to Assessor's Parcel Numbers 1191-241-36-0000 as a condition of approval for development of the parcel.

Zones B-74 Maintenance of the parkway and frontage landscaping along Highland Avenue adjacent to Assessor's Parcel Number 1191-241-36-0000.

Zone B-75 Maintenance of the parkway and frontage landscaping along Base Line, State Route 210 and Messina Street adjacent to Assessor's Parcel Number 1200-461-81-0000.

Zone B–76 Maintenance of the permanent median landscaping and hardscape for the Base Line medians located between State Route 210 and Boulder Avenue adjacent to Assessor's Parcel Numbers 1200-461-81-0000 and 1200-461-82-0000 as a condition of approval for development of the parcels. The assessments are allocated to parcels based on their percentage of frontage to the improvements. Currently a general fund contribution is required to fully fund the maintenance, but once adjacent parcels develop and annex

into the zone as a condition of their development, the improvements will be fully funded.

Zone B-77 Maintenance of the parkway and frontage landscaping along Base Line, Seine Avenue and Messina Street adjacent to Assessor's Parcel Number 1200-461-82-0000.

Zone B-78 Maintenance of the parkway and frontage landscaping along Fifth Street and Church Avenue adjacent to Parcel 1 of Parcel Map 19797.

Zone B–79 Maintenance of the permanent median landscaping in the median along Fifth Street adjacent to parcel 1 of Parcel Map 19797 as a condition of approval for development of the parcel.

Zone B-80 Maintenance of the parkway and frontage landscaping along Base Line adjacent to Assessor's Parcel Number 1192-331-36-0000.

Zone B-81 Maintenance of the median landscaping of the median adjacent to 26539 Base Line, Assessor's Parcel Number 1192-331-36-0000.

Zone B-82 Maintenance of the median landscaping of the median adjacent to 26529 Highland Avenue, Assessor's Parcel Number 1191-241-34-0000.

Zone B-83 Maintenance of the parkway and frontage landscaping along Boulder Avenue and Greenspot Road adjacent to Assessor's Parcel Number 1201-361-28-0000.

Certain zones are presently established, or will be established, for future maintenance work to be accomplished by the City of Highland should the property owner(s) not perform landscape maintenance to the satisfaction of the City of Highland. Zones B-12, B-14, B-18, B-19, B-23, B-26, B-27, B-28, B-32, B-33, B-38, B-40, B-41, B-42, B-45 B-46, B-49, B-50, B-51, B-52, B-53,B-57, B-60, B-62, B-64, B-65, B-67, B-71, B-72, B-74, B-75, B-77, B-78, B-80 and B-83 are subject to these provisions.

Zones B-20 through B-83 includes an annual 5% inflation adjustment as balloted and approved by the property owners upon annexation. Each year the maximum rate is escalated 5% (Escalated Ballot Maximum Assessment Rate), however every year the rate is reviewed and approved by the City Council. The applied rate can be less than the maximum, but cannot exceed the Escalated Ballot Maximum Assessment Rate.

The following tables provides a summary of typical assessments within Zone B.

ZONE B LANDSCAPE MAINTENANCE Summary of Typical Assessments				
	Applied			
Zone	Rate per Benefit Unit Standard Lots	Rate per Benefit Unit Surcharged Lots	Slope Maintenance	Annexations with Differing Assessment Methods
B-0 (Base Line)	$ 19.51	$ 21.46		
B-0 (Yarnell Ave)	$ 11.91	$ 23.82		
B-1	$ 31.24	$ 34.36		
B-2	$ 30.14	$ 33.15		
B-3	$ 7.85	$ 8.64		
B-4	$ 108.94	$ 119.83		
B-5	$ 30.90	$ 33.99		
B-6	$ 54.74	$ 60.21		
B-7	$ 38.30	$ 42.13		
B-8	$ 63.61	$ 69.97	$ 227.08	
B-9	N/A	N/A		$3.75 per Linear Foot *
B-10	$ 46.15	$ 50.77		
B-11	$ 24.78	$ 27.26		
B-12	$ -	$ -		
B-13	$ 42.30	$ 46.53		
B-14	$ -	$ -		
B-15	$ 31.82	$ 35.00		
B-16	$ 17.87	$ 19.65		
B-17	$ 48.96	$ 195.84		
B-18	$ -	$ -		
B-19	$ -	$ -		
B-20 (Base Line)	$ 104.67	$ 115.13		
B-20 (Streater Dr)	$ 45.67	$ 50.24		
B-21	$ 84.41	$ 92.86		
B-22	$ 30.07	$ 33.08		
B-23	$ -	$ -		
B-24	N/A	N/A		$17.50 per Linear Foot *
B-25	N/A	N/A		$5.83 per Linear Foot *
B-26	$6.73	N/A		$9.48/ LF maximum
B-27	$ -	$ -		
B-28	$ -	$ -		
B-29	N/A	N/A		$8.59/ LF maximum, $5.38/LF
B-30	$ 185.40	$ 203.94		
B-31	$ 260.38	$ 286.42		
B-32	$ -	$ -		
B-33	$ -	$ -		
B-34	$ 96.79	$ 106.47		
B-35	$ 70.04	$ 77.04		
B-36	$ 1,734.60	N/A		
B-37	$ 201.86	$ 222.05		
B-38	$ -	$ -		
B-39	$ 387.82	$ 426.60		
B-40	$ -	$ -		

ZONE B LANDSCAPE MAINTENANCE Summary of Typical Assessments (Continued)				
B-41	$ -	$ -		
B-42	N/A	N/A		$7.80/ LF maximum, $0.00/LF
B-43	$ 598.01	$ 657.81		
B-44	$ 853.02	$ 938.32		
B-45	$ -	$ -		$7.07/ LF maximum, $0.00/LF
B-46	$ -	$ -		$6.73/ LF maximum, $0.00/LF
B-47	$ 247.98	$ 272.78		
B-48	N/A	N/A		Varies By Development Area
B-49	$ -	$ -		
B-50	$ -	$ -		
B-51	$ -	$ -		
B-52	$ -	$ -		
B-53	$ -	$ -		
B-54	$ 1.65231	N/A		$1.65231 LF maximum
B-55	$ 731.34	$ 804.48		
B-56	$ 86.32	$ -		
B-57	$ -	$ -		$6.41 LF maximum, $0.00/LF
B-58	$ -	$ -		$3,078.61 per lot/$0
B-59	$ 1,254.25	$ 1,379.68		
B-60	$ -	$ -		$4,421.29 Annual/ $0
B-61	N/A	N/A		Varies per lot
B-62	$ -	$ -		$6.59 LF maximum, $0.00/LF
B-63	$ 9,959.52	$ -		
B-64	$ -	$ -		
B-65	$ -	$ -		
B-66	$ -	$ -		
B-67	$ -	$ -		
B-68	$ 418.79	$ -		
B-69	$ 62.00	$ -		
B-70	$ 443.08	$ -		
B-71	$ -	$ -		
B-72	$ -	$ -		
B-73	$ 4,466.98	$ -		
B-74	$ -	$ -		
B-75	$ -	$ -		
B-76	$ 486.20			
B-77	$ -	$ -		
B-78	$ -	$ -		
B-79	$ 12,981.93			
B-80	$ -	$ -		
B-81	$ -	$ -		
B-82	$ 7,938.00	$ -		
B-83	$ -	$ -		

Parcels in Zone B-48:

DEVELOPMENT AREA 1 (Parcel Map 19011)

Assessor's Parcel Number	Description	Maximum Annual Assessment	FY 2023-24 Assessment
1201-331-07-0000	Parcel 1	$999.72	$999.72
1201-331-08-0000	Parcel 2	$22,826.55	$22,826.55
1201-341-19-0000	Parcel 3	$1,478.73	$1,478.73
1201-341-20-0000	Parcel 4	$2,936.62	$2,936.62
1201-341-21-0000	Parcel 5	$3,728.06	$3,728.06
		$31,969.68	$31,969.68

DEVELOPMENT AREA 2 (Parcel Map 18886)

Assessor's Parcel Number	Description	Maximum Annual Assessment	FY 2023-24 Assessment
1201-341-26-0000	Parcel 1	$2,440.78	$2,440.78
1201-341-23-0000	Parcel 2	$2,116.80	$2,116.80
1201-341-61-0000	Parcel 3	$2,829.58	$2,829.58
1201-341-62-0000	Parcel 3	$3,628.77	$3,628.77
1201-341-25-0000	Parcel 4	$6,847.14	$6,847.14
		$17,863.07	$17,863.07

DEVELOPMENT AREA 3

Assessor's Parcel Number	Description	Maximum Annual Assessment	FY 2023-24 Assessment
1201-341-29-0000		$2,119.35	$2,119.35
1201-341-30-0000		$48.60	$48.60
1201-341-33-0000		$9,947.09	$9,947.09
1201-341-34-0000		$724.74	$724.74
1201-341-35-0000		$58.71	$58.71
1201-341-36-0000		$137.63	$137.63
1201-341-37-0000		$336.38	$336.38
1201-341-38-0000		$387.39	$387.39
1201-341-39-0000		$365.74	$365.74
1201-341-40-0000		$328.68	$328.68
1201-341-41-0000		$761.79	$761.79
1201-341-42-0000		$993.27	$993.27
1201-341-43-0000		$659.29	$659.29
1201-341-44-0000		$1,477.39	$1,477.39
1201-341-45-0000		$1,704.53	$1,704.53
1201-341-46-0000		$266.60	$266.60
1201-341-47-0000		$161.21	$161.21
1201-341-48-0000		$551.97	$551.97
1201-341-49-0000		$403.75	$403.75
1201-341-50-0000		$404.24	$404.24
1201-341-51-0000		$558.23	$558.23
1201-341-52-0000		$192.01	$192.01
1201-341-53-0000		$357.08	$357.08
1201-341-54-0000		$590.47	$590.47
1201-341-55-0000		$355.15	$355.15
1201-341-56-0000		$40.42	$40.42
1201-341-57-0000		$326.28	$326.28
1201-341-58-0000		$194.90	$194.90
1201-341-59-0000		$0.00	$0.00
1201-341-60-0000		$0.00	$0.00
1201-351-14-0000		$1,130.90	$1,130.90
1201-351-15-0000		$721.85	$721.85
1201-351-16-0000		$923.97	$923.97
1201-351-28-0000		$3,322.92	$3,322.92
1201-361-26-0000		$4,982.15	$4,982.15
1201-361-28-0000		$614.34	$614.34
1201-361-29-0000		$482.22	$482.22
1201-361-30-0000		$579.20	$579.20
		$37,210.46	$37,210.46

The Future Development Area for Zone B-48 includes the following Assessor's Parcel Numbers:

FUTURE DEVELOPMENT AREA

Assessor's Parcel Number	Assessor's Parcel Number
1201-331-01-0000	1201-361-23-0000
1201-341-01-0000	1201-361-27-0000
1201-341-08-0000	1201-361-06-0000
1201-341-09-0000	1201-361-07-0000
1201-341-66-0000	1201-361-08-0000
1201-341-67-0000	1201-361-09-0000
1201-341-68-0000	1201-361-11-0000
1201-341-71-0000	1201-361-12-0000
1201-341-72-0000	

The summary of Zone B-61 assessments are as follows:

PARCELS IN B-61
DEVELOPMENT AREA 1

Assessor's Parcel Number	Description	Maximum Annual Assessment	FY 2023-24 Assessment
1200-381-40-0000	Parcel 1	$1,723.96	$1,723.96
1200-381-41-0000	Parcel 2	$1,040.32	$1,040.32
1200-381-42-0000	Parcel 3	$1,114.63	$1,114.63
1200-421-33-0000	Parcel 4	$2,017.42	$2,017.42
		$5,896.33	$5,896.33

DEVELOPMENT AREA 2

Assessor's Parcel Number	Description	Maximum Annual Assessment	FY 2023-24 Assessment
1201-011-07-0000	Parcel 1	$3,963.80	$3,963.80
	Total Levy for Zone B-61		**$9,860.13**

Zone C Trail Maintenance

The City Council has determined that a uniform and consistent level of maintenance of the community trail system is vital and necessary for the protection of the economic and humanistic values of the community. Zone C-1, the original community trail zone, is located within Tracts 14629 and 14629-1. In addition, the City Council has approved the following annexations to Zone C: Zone C-2 (Tracts 15583, 15689, 16509 and 17590), Zone C-3 (Tract 15375), Zone C-4 (Tract 15969 and 15969-1), Zone C-5 (Tract 14757), Zone C-6 (Tract 15960), Zone C-7 (Tract 16914), Zone C-8 (Tract 17263) and Zone C-9 (Tracts 18935 and 16745).

Community Trail District No. 1 has been developed for the benefit and enjoyment of all the properties located within the aforementioned tracts. It has been a City Council policy that future developments within the City that have community trails as part of their development plan be annexed into the District.

As stated when the District was formed, Special Benefit is determined based on the following facts:

a. The purpose of community trails is to provide an aesthetic impression on the area.
b. The maintained community trail benefits all properties in the development.
c. The benefit to the lots not adjacent to the community trail areas benefit by the uniform maintenance. All lots not abutting the community trail areas benefit equally.
d. The community trail is located in the backyards of the units adjacent to the community trail, however these properties were not given any surcharge in assessment since the community trail will not be directly accessible from the adjacent lots.

Therefore, one zone of benefit has been established for the original District, as well as for each benefit zone that has been annexed to the District. Hence, each developed lot in the development is apportioned equally.

Zone C-1 The boundary of Community Trail District No. 1 is coincident with the boundaries of Tracts 14629 and 14629-1, located centrally between Boulder Avenue, Base Line, Church Street and Highland Avenue. The development contains a total of 143 residential lots. The annual budget for the Original District is divided equally by the total number of residential lots within the Original District in order to calculate the assessment amount per Benefit Unit.

Zone C-2 Annexation No. 1, Tract No. 15583, Tract No. 15689, Tract No. 15609 and Tract No. 17590. The tracts are located between Base Line and Ninth Street approximately 595 feet east of Lankershim Avenue. The zone includes all properties in the aforementioned Tracts, and was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the thirty (30) foot wide easement that were granted to the City of Highland per approval. The development contains a total of 95 residential lots. The annual budget for Annexation No. 1 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-3 Annexation No. 2, Tract No. 15375 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 46 residential lots. The annual budget for Annexation No. 2 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-4 Annexation No. 3 Tract No. 15969 and 15969-1 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 39 residential lots. The annual budget for Annexation No. 3 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-5 Annexation No. 4 Tract No. 14757 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 47 residential lots. The annual budget for Annexation No. 4 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-6 Annexation No. 5 Tract No. 15960 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland. The development contains a total of 16 residential lots. The annual budget for Annexation No. 5 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-7 Annexation No. 6 Tract No. 16914 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements along the easement granted to the City of Highland along Cochran Street and through the park. The development contains a total of 60 residential lots. The annual budget for Annexation No. 6 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-8 Annexation No. 7 Tract No. 17263 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements in Lot A of Tract 17263. The development contains a total of 25 residential lots. The annual budget for Annexation No. 7 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zone C-9 Annexation No. 8 Tracts 18935 and 16745 was approved by the City Council to provide for the ongoing maintenance and servicing of the community trail improvements within the right-of-way along Aplin Street of Tract 18935 and 16745. The development contains a total of 80 residential lots. The annual budget for Annexation No. 8 is divided equally by the total number of residential lots within the annexation in order to calculate the assessment amount per Benefit Unit.

Zones C-1 through C-9 include a 5% inflation adjustment to the assessment rates, subject to final approval by the City Council.

The following table provides a summary of typical assessments within Zone C.

ZONE C

COMMUNITY TRAIL MAINTENANCE

SUMMARY OF TYPICAL ASSESSMENTS

Zone	Land Use	Assigned Benefit Units	Rate per Benefit Unit	Annual Assessment
C-1	Single Family Residential	1	$23.34	$23.34
C-2	Single Family Residential	1	$18.06	$18.06
C-3	Single Family Residential	1	$32.34	$32.34
C-4	Single Family Residential	1	$23.34	$23.34
C-5	Single Family Residential	1	$23.34	$23.34
C-6	Single Family Residential	1	$57.46	$57.46
C-7	Single Family Residential	1	$32.34	$32.34
C-8	Single Family Residential	1	$86.20	$86.20
C-9	Single Family Residential	1	$20.10	$20.10

Zone D Park Maintenance

At the time of formation, two zones of special benefit were established; Mutual Special Benefit, and Specific Benefit. The "Mutual Special Benefit" zone has been defined as the special benefit that accrues to each lot within the entire City related to Park Maintenance District No. 1. Mutual Special Benefit has been defined as 40% of the total benefit. At this time, the portion of costs applicable to Mutual Special Benefit will be paid by the City. The City may, however, at a future date, annex the remainder of the entire City into the Park Maintenance District No. 1 for purposes of assessing each lot situated therein based on the Mutual Special Benefit received. Tract No. 14757 is located adjacent to the existing Specific Benefit Zone D-0 and is proposed to be annexed to Zone D-0. Zone D-1 (Tract No. 16404) proposed to be annexed includes the dedication of a new City park to be maintained by the "Mutual Specific Benefit" zone as well as by the parcels in Zone D-1 using the percentages established at the time the District was formed.

Specific Benefit has been defined as the special benefit that accrues to each lot within Zones D-0 and D-1, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided. There is a specific benefit received by properties within the "specific benefit" zone which includes:

a. Improved aesthetic appeal of nearby parcels
b. Enhancement of the value of property which results from the foregoing benefits

The servicing, operation and maintenance of park and landscape improvements directly benefits those parcels and/or lots within the tract or subdivision. Lot size is not related to benefit received. Therefore, the benefits assigned to each lot will be equal, regardless of size, or land use zone designation.

Properties that are listed as tax exempt by the Assessor's Office will not be assessed. In addition, lots that have an assessed valuation of less than $500 will not be assessed.

Mutual Specific Benefit" Zone - The "Mutual Special Benefit" zone has been defined as the special benefit that accrues to each lot within the entire City related to the maintenance of Park Maintenance District No. 1 (Canyon Oaks Park, the City park dedication in Tract 16404 and the new City park dedication adjacent to Tract 16914). Mutual Special Benefit has been defined as 40% of the total special benefit. At this time, the portion of costs applicable to Mutual Special Benefit will be paid by the City. The City may, however, at a future date, annex the remainder of the entire city into the Park Maintenance District No. 1 for purposes of assessing each lot situated therein based on the Mutual Special Benefit received.

Zone D-0 — Zone D-0 is responsible for the Specific Benefit portion of the maintenance of Canyon Oaks Park, defined as the special benefit that accrues to each lot within Tract 14629 and Tract 14757, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zone D-1 Zone D-1 is responsible for the Specific Benefit portion of the maintenance of the City park dedication in Tract 16404, defined as the special benefit that accrues to each lot within Tract 16404, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zone D-2 Zone D-2 is responsible for the Specific Benefit portion of the maintenance of the new City park dedication adjacent to Tract No. 16914, defined as the special benefit that accrues to each lot within Tract 16914, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zone D-3 Zone D-3 is responsible for the Specific Benefit portion of the maintenance of the new City park dedication adjacent to Tract No. 18199, defined as the special benefit that accrues to each lot within Tract 18199, and is apportioned based on 60% of the total benefit, assessed at the time the property is subdivided

Zones D-0 through D-3 include a 5% inflation adjustment to the assessment rates, subject to final approval by the City Council.

The following table provides a summary of typical assessments within Zone D.

ZONE D

PARK MAINTENANCE

SUMMARY OF TYPICAL ASSESSMENTS

Zone	Land Use	Assigned Benefit Units	Rate per Benefit Unit	Annual Assessment
D-0	Single Family Residential	1	$89.47	$89.47
D-1	Single Family Residential	1	$377.13	$377.13
D-2	Single Family Residential	1	$610.58	$610.58
D-3	Single Family Residential	1	$853.03	$853.03

Assessment district incidental costs will be spread within each zone, pro-rata, based on the assessments levied.

APPENDIX A – ASSESSMENT DIAGRAM

An assessment diagram was prepared and filed in the Office of the City Clerk. The diagram consists of nine (9) index sheets and two (2) bound books of San Bernardino County Assessor's Maps. The index sheets show the areas which include properties to be assessed and refer to the San Bernardino County Assessor's maps for a more detailed description of the properties.

In addition, a diagram of the District Boundaries showing the exterior boundaries of the District has been submitted to the City Clerk, and is incorporated herein by reference. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of San Bernardino for the year in which this Report was prepared, and are incorporated herein by reference and made part of this Report.

APPENDIX B – ASSESSMENT ROLL

The proposed assessment and the amount of assessment apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office are submitted separately as Appendix B of the Engineer's Report for the City of Highland, Consolidated Landscape and Lighting District No. 96-1.

The description of each lot or parcel is part of the records of the Assessor of the County of San Bernardino and these records are, by reference, made part of this Report.

ATTACHMENT 2

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND COUNTY OF SAN BERNARDINO, CALIFORNIA GIVING PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR CONSOLIDATED LANDSCAPING & LIGHTING DISTRICT NO. 96-1 FISCAL YEAR 2023-24

RESOLVED by the City Council of the City of Highland that:

WHEREAS, on the 14th day of February, 2023 said City Council did adopt its Resolution No. 2023-03 directing the Engineer of Work to make and file with the City Clerk of said City a report in writing as required by the Landscaping and Lighting Act of 1972 for Fiscal Year 2023-24; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City a report in writing as called for in said Resolution and under and pursuant to said act, which report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no part of said report requires modification in any respect;

NOW THEREFORE, it is ordered as follows:

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

2. That the diagrams showing the assessment District referred to and described in said report the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

3. That the proposed assessment upon the subdivision of land in said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.

APPROVED AND ADOPTED this 9th day of May, 2023.

_____
Larry McCallon
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

ATTACHMENT 3

RESOLUTION NO. 2023-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL 2023-24 IN CONSOLIDATED LANDSCAPE AND LIGHTING DISTRICT NO. 96-1, AN ASSESSMENT DISTRICT, AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

The City Council of the City of Highland, pursuant to the provisions of The Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

Description of Work

SECTION 1. That the public interest and convenience requires and it is in the intention of the City Council of the City of Highland, California, to order the following work be done, to wit:

1. Maintenance, operation and servicing of landscaping and lighting as authorized by Section 22525 of the Streets and Highways Code.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Location of Work

SECTION 2. The foregoing described work is to be located within roadway right-of-way and public utility easements, landscape easements, trail easements, park lands, etc., within the incorporated boundaries of the City of Highland, more particularly described on a map which is on file in the City Clerk's office entitled "Assessment Diagram Consolidated Landscape and Lighting District No. 96-1."

Description of Assessment District

SECTION 3. That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and the said City Council hereby makes the expense of said work chargeable upon a district, which said district is described as follows: All that certain territory of the City of Highland included within the exterior boundary line shown upon that certain "Assessment Diagram, Consolidated Landscape and Lighting District no. 96-1," heretofore approved by the City Council of said City indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the Office of the City Clerk of said City.

Reference is hereby made to said map for further, full and more particular description of said assessment district, and the said map on file shall govern for all details as to the extent of said assessment district.

Report of the Engineer

SECTION 4. The Highland City Council by Resolution No. 2023-___ has accepted the report of the Engineer of Work, which report indicates the amount of the proposed assessment, the district boundary, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report Consolidated Landscape and Lighting District No. 96-1" is on file in the Office of the City Clerk of said City, and was prepared for the 2022-23 Fiscal Year in accordance with the Landscaping and Lighting Act of 1972. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Collection of Assessments

SECTION 5. The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the Highland City Council and the City Council will annually conduct public hearings upon said report as required by law, at which time assessments for the next fiscal year will be determined.

Time and Place of Hearing

SECTION 6. Notice is hereby given that on the 13th day of June 2023, at 6:00 p.m., or as soon thereafter as may be heard, the City Council of the City of Highland will hold a public hearing and any and all persons having any objection to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

You may submit your comments by email in advance to the City Clerk at publiccomment@cityofhighland.org and include "Street and Drainage Maintenance District No. 96-1" in the title. Any written comments received in this manner will be included as part of the public record on this matter.

Landscaping and Lighting Act of 1972

SECTION 7. All of the work herein proposed shall be done and carried through in pursuance of act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Assessment of Railroad, Gas, Water, or Electric Utility or Electric Line Right-of-Way

SECTION 8. That by reference to Section 22595 of the Streets and Highways Code all railroad, gas, water or electric utility or electric line right-of-way included within said Consolidated Landscape and Lighting District No. 96-1 which will receive benefit will be assessed for said benefit.

Exclusion of Public Property

SECTION 9. All lots or parcels belonging to public agencies shall be omitted from assessments to be made hereafter to cover the costs and expenses of the Work.

Publication of Notice

SECTION 10. Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of notice of hearing shall be completed at least 10 days prior to the date of hearings.

Certification

SECTION 11. The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 9th day of May, 2023.

_____
Larry McCallon
Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer

SUBJECT: Sheriff's Department Schedule A amendment for FY 2023-2024 & Amendment No. 2 to the Reimbursement Agreement Between the City of Highland & East Valley Water District for Law Enforcement Services for FY 2023-2024.

RECOMMENDATION:

1. The City Council authorize the Mayor to execute the amended Schedule A contract (FY 2023-2024) for Law Enforcement Services with the San Bernardino County Sheriff's Department; &

2. Approve Amendment No. 2 to the Reimbursement Agreement Between the City of Highland & East Valley Water District for Law Enforcement Services (FY 2023-2024).

FISCAL IMPACT: The fiscal impact of the amended Schedule A for FY 2023-2024 is $12,427,400 of which $304,254 will be reimbursed by EVWD. There are sufficient funds in the FY 2023-2024 budget for this.

PUBLIC NOTICE: The agenda for this item was posted at the three required locations.

BACKGROUND: The proposed FY 2023-2024 Schedule A reflects an overall increase of $577,884 ($12,427,400-$11,849,516) or 4.9% from the 2022-2023 Schedule A. There are no proposed increases to service levels in this proposed Schedule A.

The reasons for the $577,884 increase (by line item) are included in attachment C. The cost of the Deputy paid by EVWD is $304,254. EVWD has been made aware of this cost and will remit payment to the City on or around July 1, 2023. The costs include the position (salary & benefits), a marked unit, equipment, and all insurance such as personal liability and vehicle. EVWD has agreed to supply a workspace for the deputy and understands that ultimate command and control of the deputy will remain at the discretion of the Highland Police Department Command Staff.

Approved _____ Motion_____ Second _____ Agenda Item No. 14

Denied _____ Ayes_____

Continued_____ Noes _____ File No. _____

Tabled_____ Abstain_____

Absent_____

City Clerk

City Manager

The deputy will continue to be utilized to assist with security at all EVWD sites, conduct criminal investigations involving EVWD property, assist EVWD personnel with some customer conflicts and stand-by on some water shut offs.

Attachments:
A. FY 2023-2024 Schedule A (proposed) 40th amendment.
B. FY 2022-2023 Schedule A (actual) 39th amendment.
C. Comparison of FY 2022-2023 Schedule A (actual) to FY 2023-2024 Schedule A (proposed).
D. FY 2023-2024 Amendment No. 2 to the Reimbursement Agreement Between the City of Highland & East Valley Water District for Law Enforcement Services (proposed).

Attachment A

FY 2023-2024 Schedule A (proposed) 40th amendment.

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF HIGHLAND
FY 2023-24

Proposed - Not Final

ROLLOVER

LEVEL OF SERVICE			FY 2023-24 COST
1	-	Captain	$ 568,025 [1]
1	-	Lieutenant	397,172 [1]
6	-	Sergeant	2,032,992 [1]
3	-	Detective/Corporal	854,190 [1]
24	-	Deputy Sheriff Tier 2	5,683,320 [1]
4	-	Sheriff's Service Specialist	350,444 [1]
1	-	Secretary	81,289 [1]
4	-	Office Specialist	323,704 [1]
14	-	Marked Unit	270,412 [2]
7	-	Unmarked Unit	58,171 [2]
1	-	Mini Van	5,386 [2]
2	-	Command Staff Vehicle	24,023 [2]
3	-	Pickup truck	25,406 [2]
2	-	Citizen Patrol Truck	12,714 [2]
1	-	Citizen Patrol Donated SUV (Equip & Comm Only)	1,613 [3]
		Dispatch Services	503,516 [1]
60	-	HTs (Amortization, Access & Maintenance)	83,820
33	-	Taser Replacement (Amortized over 5-years)	11,088
		Administrative Support	49,111
		Office Automation	117,320
		Vehicle Insurance	34,469
		Personnel Liability & Bonding	686,675
		Workers' Comp Experience Modification	66,139
		County Administrative Cost	186,401
		Estimated Cost for FY2023-24	**$ 12,427,400** [1]

Monthly Payment Schedule

1st payment due July 15, 2023:	$1,035,624
2nd through 12th payments due the 5th of each month:	$1,035,616

[1] Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

[2] Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

[3] No replacement cost is included for grant funded or donated vehicles.

[4] Services and supplies will be billed to the City on a quarterly invoice.

Attachment B

FY 2022-2023 Schedule A (actual) 39th amendment.

SCHEDULE A
LAW ENFORCEMENT SERVICES CONTRACT
CITY OF HIGHLAND
FY 2022-23

ROLLOVER WITH SALARY INCREASES FOR STAFF EFFECTIVE 07-30-2022

LEVEL OF SERVICE				FY 2022-23 COST
1	-	Captain	$	481,770 [1]
1	-	Lieutenant		368,926 [1]
6	-	Sergeant		1,890,318 [1]
3	-	Detective/Corporal		794,499 [1]
24	-	Deputy Sheriff Tier 2		5,293,032 [1]
4	-	Sheriff's Service Specialist		351,104 [1]
1	-	Secretary		81,022 [1]
4	-	Office Specialist		323,488 [1]
14	-	Marked Unit		256,843 [2]
7	-	Unmarked Unit		53,685 [2]
1	-	Mini Van		5,398 [2]
2	-	Command Staff Vehicle		20,137 [2]
3	-	Pickup truck		24,271 [2]
2	-	Citzen Patrol - Ford Escape		12,738 [2]
1	-	Citizen Patrol Donated SUV (Equip & Comm Only)		1,625 [3]
		Dispatch Services		469,924 [1]
60	-	HTs (Amortization, Access & Maintenance)		84,540
33	-	Taser Replacement (Amortized over 5-years)		11,088
		Administrative Support		60,114
		Office Automation		169,854
		Services & Supplies		48,600
		Vehicle Insurance		154,905
		Personnel Liability & Bonding		324,370
		Workers' Comp Experience Modification		40,340
		Law Enforcement Experience Modification		200,492
		County Administrative Cost		326,433
		Revised Cost for FY2022-23	**$**	**11,849,516** [1]
		Original Cost		(11,567,858)
		Net Increase	**$**	**281,658**

Monthly Payment Schedule

1st payment due July 15, 2022:	$963,990
2nd through 12th payments due the 5th of each month:	$963,988

Increased MOU Cost Quarterly Payment Schedule

1st Quarter	$	70,414.50
2nd Quarter		70,414.50
3rd Quarter		70,414.50
4th Quarter		70,414.50
	$	**281,658**

[1] Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

[2] Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

[3] No replacement cost is included for grant funded or donated vehicles.

Attachment C

Comparison of FY 2022-2023 Schedule A (actual) to FY 2023-2024 Schedule A (proposed).

	Proposed 2023/2024	Actual 2022/2023	Increase/ (Decrease) $	Increase/ (Decrease) %
Captain	**568,025**	**481,770**	86,255	17.90%
Lieutenant	**397,172**	**368,926**	28,246	7.66%
Sergeants	**2,032,992**	**1,890,318**	142,674	7.55%
Detectives	**854,190**	**794,499**	59,691	7.51%
Deputies	**5,683,320**	**5,293,032**	390,288	7.37%
Sheriff Service Specialists	**350,444**	**351,104**	(660)	-0.19%
Secretary	**81,289**	**81,022**	267	0.33%
Office Specialists	**323,704**	**323,488**	216	0.07%
Marked Units	270,412	256,843	13,569	5.28%
Unmarked Units	58,171	53,685	4,486	8.36%
Mini Van	5,386	5,398	(12)	-0.22%
Command Staff Vehicles	24,023	20,137	3,886	19.30%
Pickup Truck	25,406	24,271	1,135	4.68%
Citizen Patrol Vehicles	14,327	14,363	(36)	-0.25%
Dispatch Services	**503,516**	**469,924**	33,592	7.15%
HTs	83,820	84,540	(720)	-0.85%
Tasers	11,088	11,088	-	0.00%
Admin Support	**49,111**	**60,114**	(11,003)	-18.30%
Office Automation	117,320	169,854	(52,534)	-30.93%
Services & Supplies	-	48,600	(48,600)	-100.00%
Vehicle Insurance	34,469	154,905	(120,436)	-77.75%
Personnel Liability & Bonding	686,675	324,370	362,305	111.69%
Workers Comp Exp Modification	66,139	40,340	25,799	63.95%
Law Enforcement Exp Modification	-	200,492	(200,492)	-100.00%
COWCAP	186,401	326,433	(140,032)	-42.90%
	12,427,400	11,849,516	**577,884**	4.88%

Attachment D

FY 2023-2024 Amendment No. 2 to the Reimbursement Agreement Between the City of Highland & East Valley Water District for Law Enforcement Services (proposed).

AMENDMENT NO. 2
REIMBURSEMENT AGREEMENT
BETWEEN THE CITY OF HIGHLAND AND EAST VALLEY WATER DISTRICT FOR LAW ENFORCEMENT SERVICES

This Amendment No. 2 Reimbursement Agreement Between the City of Highland and East Valley Water District for Law Enforcement Services ("Amendment No. 2") is made and entered into this 9th day of May 2023 by and between the CITY OF HIGHLAND, a municipal corporation ("City") and EAST VALLEY WATER DISTRICT, a California special district ("EVWD"). The City and EVWD may be collectively referred to as "the Parties".

1. RECITALS

A. On September 28, 2021, the City and EVWD entered into a Reimbursement Agreement for law enforcement services ("Agreement"). Pursuant to the Agreement, beginning January 1, 2022, the City, through its Contract with the County, will provide one Sheriff's deputy to patrol EVWD's Sterling Natural Resource Center and provide law enforcement services to EVWD's 41 sites. EVWD would then be responsible for reimbursing the City for the full cost of the Sheriff's deputy.

B. On May 10, 2022, the Parties entered into Amendment No. 1 to the Agreement to provide that the payment under the Agreement would be $285,356.00. The cost subsequently increased by $5,408.00, and the increase was paid by EVWD to the City, for a total of $290,764.00 for Fiscal Year 2022-2023.

D. The Parties now seek to enter into this Amendment No. 2 to address the contract amount for Fiscal Year 2023-2024. According to the San Bernardino County Sheriff's Department, the full cost of one (1) Deputy for Fiscal Year 2023-2024 is $304,254.00.

2. SECOND AMENDMENT

A. Section 3, Payment of the Agreement is hereby amended to read as follows:

"3. Payment. On or before July 1, 2023, EVWD shall pay to the City Three Hundred Four Thousand Two Hundred Fifty-Four Dollars ($304,254.00) for the full cost of the Sheriff's deputy. The cost breakdown is attached hereto as Exhibit "B". Thereafter, on or before July 1st of each subsequent year, EVWD shall pay to the City the full cost of the Sheriff's deputy based on the revised schedule of payment. The parties acknowledge that the cost of the Sheriff's deputy may change each year and that the full cost that the City pays the County for the Sheriff's deputy shall be passed through to EVWD. Beginning in June 2022, no later than June 1st of each year, the City shall provide to EVWD a new schedule of payment for the Sheriff's deputy that will replace Exhibit "B" hereto. Beginning in June 2022, no later than July 1st of each year, EVWD shall pay to the City the amount set forth in Exhibit "B".

The City's Contract with the County provides that personnel costs include salary and benefits are subject to change by Board of Supervisor action. The Contract further provides that changes in salary and benefit costs will be billed to the City on a quarterly basis. If the cost for the Sheriff's deputy increases in any year after payment has been made by EVWD to the City, the City shall promptly notify EVWD of the additional cost and EVWD shall pay the City the additional cost within thirty days of receipt of the City's notice."

B. Exhibit "B" of "Amendment No. 2" shall replace Exhibit "B" of "Amendment No. 1" dated May 9, 2023.

C. All other Exhibits and provisions of the Agreement shall remain in full force and effect.

3. SEVERABILITY

If any provision of "Amendment No. 2" shall be adjudged to be invalid, void, or illegal, it shall in no way affect, impair or invalidate any other provision(s) hereof, the parties hereby agreeing that they would have entered into the remaining portion of "Amendment No. 2" notwithstanding the omission of the portion or portions adjudged invalid, void, or illegal.

4. COUNTERPARTS

"Amendment No. 2" may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed "Amendment No. 2" on the date and year first above written.

CITY OF HIGHLAND

_____
Joseph A. Hughes, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EAST VALLEY WATER DISTRICT

_____
Michael Moore, General Manager/CEO

Exhibit "B"
Payment Schedule
FY 2023-2024 (July 1, 2023 - June 30, 2024)

Deputy Sheriff: **$236,805**

Marked Patrol Unit: **$19,315**

Plus, other costs such as: HT radio and taser, Dispatch Services, Administrative support, Vehicle and Personnel Liability and Insurance of approximately **$48,134**.

Total Cost for the above deputy and equipment in FY 2023-2024 (July 1, 2023 - June 30, 2024) is **$304,254.00.**

STAFF REPORT

TO THE CITY COUNCIL

MEETING DATE: May 9, 2023

FROM: Joseph Hughes, City Manager

REVIEWED BY: Lawrence Mainez, Community Development Director, and Kim Stater, Assistant Community Development Director

PREPARED BY: Angelica Martinez, Planning Technician II

SUBJECT: A Special Event Permit (SEP 23-002) by Immanuel Baptist Church for a 4th of July community event and request for co-sponsorship.

LOCATION: 28355 Base Line

APPLICANT: Immanuel Baptist Church

REPRESENTATIVE: Tracy Johnson, Associate Pastor

RECOMMENDATION: Staff recommends the City Council consider the following actions:

1. Approve the Special Event Permit 23-002 subject to the conditions of approval; and

2. Approve a request by Immanuel Baptist Church for Co-Sponsorship and waiving of City Police and Fire permit fees in the amount of approximately $11,879.68.

FISCAL IMPACT: The City Council has adopted a policy whereby no fee will be collected for processing a Special Event Permit. Application Cost to the City is time and materials for preparation of the Staff Report and advertisement. Event costs

Approved _____	Motion _____	Second _____	Agenda Item No. 15
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

identified by the City's Police Department ($11,739.68) and Fire Marshal ($140.00) are typically paid by an Applicant prior to the Event. A waiver of fire and police services has been requested.

PUBLIC NOTICE: As required by the City Council Resolution, the Agenda was posted at three designated posting locations. In addition, it was posted on the City's Website.

PROJECT DESCRIPTION: Immanuel Baptist Church is seeking approval of its Annual 4th of July Community event and firework display. Additionally, they are requesting co-sponsorship for the Police Department and Fire expenses. (see attachment 1).

The 4th of July community event and fireworks display is scheduled for Tuesday, July 4, 2023, from 6:00 P.M. thru 10:00 P.M. It is anticipated the Event will draw approximately 5,000-6,0000 people on-site over a period of three-four (3-4) hours. Activities for the 4th of July Community event would include food vendors, live music and a fireworks display. Church volunteers will provide assistance and security on the site. In addition, first aid and a paramedic unit will be present on-site provided by Immanuel Baptist Church. All other related equipment and services such as lighting and sound accessories, restroom facilities and trash collection will be provided for by Immanuel Baptist Church.

Per the Highland Municipal Code Section 8.58.030 (Firework Displays), and Section 16.08.130 (Special Events), a public display of fireworks is permitted by City Council approval under the direct supervision of a pyrotechnic operator. Immanuel Baptist Church has contracted with "Pyro Spectaculars", a professionally licensed pyrotechnic company, who will provide a full service Sky Concert consisting of a licensed operator, an electronic firing system, custom show choreography and design, insurance coverage, and delivery. All activities will be compliant with the most current State and County Covid-19 guidelines.

Co-sponsorship Request: Immanuel Baptist Church has requested City co-sponsor to help assist with Police Department expenses and Fire Permits in the amount of $11,879.68 (see attachment 1).

The Special Event Permit Application has been circulated to all the City's Departments for comments and Conditions, if necessary and appropriate.

Attachment:
1. Co-sponsorship request letter
2. Pyrotechnic Contract
3. Site Plan
4. Department Conditions
5. Highland Municipal Code Section 8.58 - Fireworks

ATTACHMENT 1:

CO-SPONSORSHIP REQUEST LETTER

IMMANUEL
BAPTISTCHURCH

3/21/2023

City of Highland
27215 Base Line
Highland, CA 92346

Dear City Council,

This letter comes to you as the permit request for the **Community July 4th Fireworks** display scheduled for Tuesday, July 4, 2023 from 6:00pm-10:00pm. Our event will take place on our ballfields, parking lots and Northwest dirt lot (fireworks staging and firing zone).

The services include food vendors, limited family seating and activities on the ballfields, broadcasting music throughout the event, and approximately 20-25 minutes of aerial fireworks (provided by Pyro Spectaculars by Souza).

We anticipate 5,000-6,000 people at this event over a period of 3-4 hours. The Church's Safety team and a security company will be providing general security on the campus and will perform a bag check at the entrance to the fields. In addition, the Church's volunteer safety and medical teams will provide parking direction, traffic control from the campus, security on site, along with a First Aid booth set up for minor needs.

The Church is requesting the City to be a co-sponsor of this community event, as has been the case in prior years, and provide for Police, Fire and Public Works services and expenses. This will greatly assist in being able to offer this event, and the Church has very much appreciated this co-sponsoring in the past. The Church will provide an area for Police and Fire staff and vehicles to stage from on our campus.

Other items--trash will be collected and disposed of via a Burrtec dumpster on site, including recyclable and organic waste receptacles. Restroom facilities will include 14 portable toilets, 6 of which are handicap accessible, some with hand washing sinks and/or hand washing stations. Hand sanitizing dispensers will be provided thru out the event. We will be monitoring State and County guidance for Churches and outdoor events for health and safety needs.

Thank you for the years of cooperation you have given us as we seek to serve the citizens of the City of Highland. Please find the attached special event permit application and an event site plan. If you have any questions, please feel free to contact me.

Sincerely,

Dr. Tracy Johnson
Associate Pastor

ATTACHMENT 2:

PYROTECHNIC CONTRACT

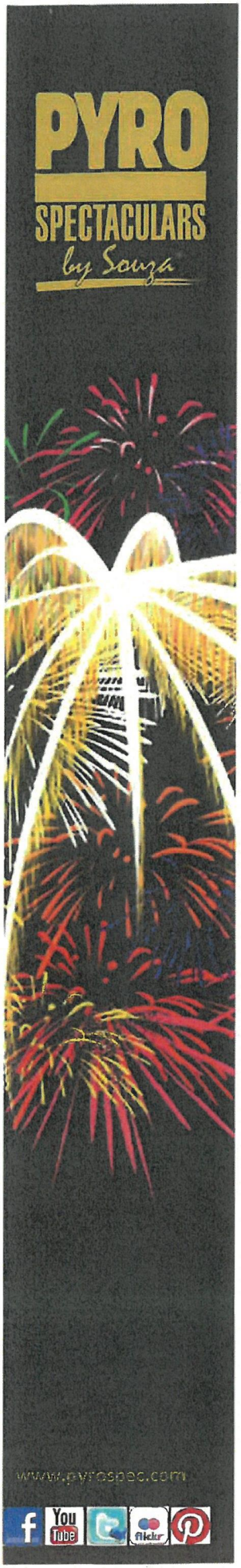
2023 PYRO SPECTACULARS by Souza®



Pyrotechnic Proposal

Immanuel Baptist Church

July 4, 2023



February 23, 2023

Immanuel Baptist Church
Gary Pounds
28355 Baseline St.
Highland, CA 92346-5008

Dear Mr. Pounds,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2023 event. The following proposal outlines your custom designed **Sky Concert™** Program "A" for the amount of $33,000.00. The various fireworks elements provided are prepared to shoot from Immanuel Baptist Church dirt lot for approximately 15-20 minutes.

Our full service program includes necessary preproduction services, music production and choreography, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax, and delivery. To help ensure public safety, we work directly with the local fire authority, and we apply for the necessary fireworks related permits. Our winning combination of products, people, and production capabilities help produce the best fireworks entertainment package for your event.

Your organization will be responsible for payment of permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location, necessary security for the display site, and other event permits.

Please review the enclosed Proposal, Product Synopsis, Production Agreement, and Scope of Work in detail. In order to reserve your program, it is imperative that you return the fully executed agreement, your initial payment, and permit fees to our office by April 3, 2023, the price firm date in your production agreement. The program, pricing, and show date may not be available beyond the price firm date.

If you wish to discuss your program or need more information, please call either me or your Customer Service Representative Maria Barajas at (909) 355-8120 ext. 228.

Sincerely,

PYRO SPECTACULARS, INC.

Jeff Martin

Sales Manager

JM/jb

Enclosures

Pyro Spectaculars, Inc.
P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal

Immanuel Baptist Church

PROGRAM A– July 4, 2023

$33,000.00

Main Body - Aerial Shells

Description	Quantity
♦ 3" Sky Concert Selections	230
♦ 4" Sky Concert Selections	90
Total of Main Body - Aerial Shells	**320**

Pyrotechnic Devices

Description	Quantity
♦ Sousa Diamond Line Custom Multishot Device	230 Shots
♦ Sousa Emerald Line Custom Multishot Device	300 Shots
♦ Sousa Pro-formance Mulitshot	508 Shots
♦ Sousa Silver Line Custom Multishot Device	579 Shots
Total of Pyrotechnic Devices	**1,617**

Grand Finale

Description	Quantity
♦ 2.5" Sky Concert Bombardment Shells	180
♦ 4" Sky Concert Bombardment Shells	30
Total of Grand Finale	**210**
Grand Total	**2,147**

Display approximately 15-20 minutes

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :::: Fax: 909-355-9813

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____day of _____,2023 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **Immanuel Baptist Church**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** – PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** – CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 4, 2023**, at approximately **9:00 p.m.**, at **Immanuel Baptist Church dirt lot, 28355 Baseline St., Highland, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of $**33,000.00**USD (**THIRTY THREE THOUSAND DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee $**16,500.00**USD (**SIXTEEN THOUSAND FIVE HUNDRED DOLLARS**) plus estimated permit and standby fees, and other regulatory costs approximated at **$145.00 OR an amount to be determined,** for a total of **$16,645.00**, upon the execution of this Agreement by both parties but no later than **April 3, 2023**. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than **July 5, 2023**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** – PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **City of Highland Fire Department,** FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** – CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO – Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT – **Immanuel Baptist Church, 28355 Baseline St., Highland, CA 92346-5008.**

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 3, 2023
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: James J. Souza

Its: President

Date: 2/23/2023

Immanuel Baptist Church

By: _____

Its: ADMINISTRATOR

EARL POUNDS

Print Name

Date: 3/21/23

SHOW PRODUCER: **Jeff Martin**

PSI V-2021-2

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :::: Fax: 909-355-9813

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
Immanuel Baptist Church ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **July 4, 2023**, at approximately **9:00 p.m.** at **Immanuel Baptist Church dirt lot, 28355 Baseline St., Highland, CA**.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

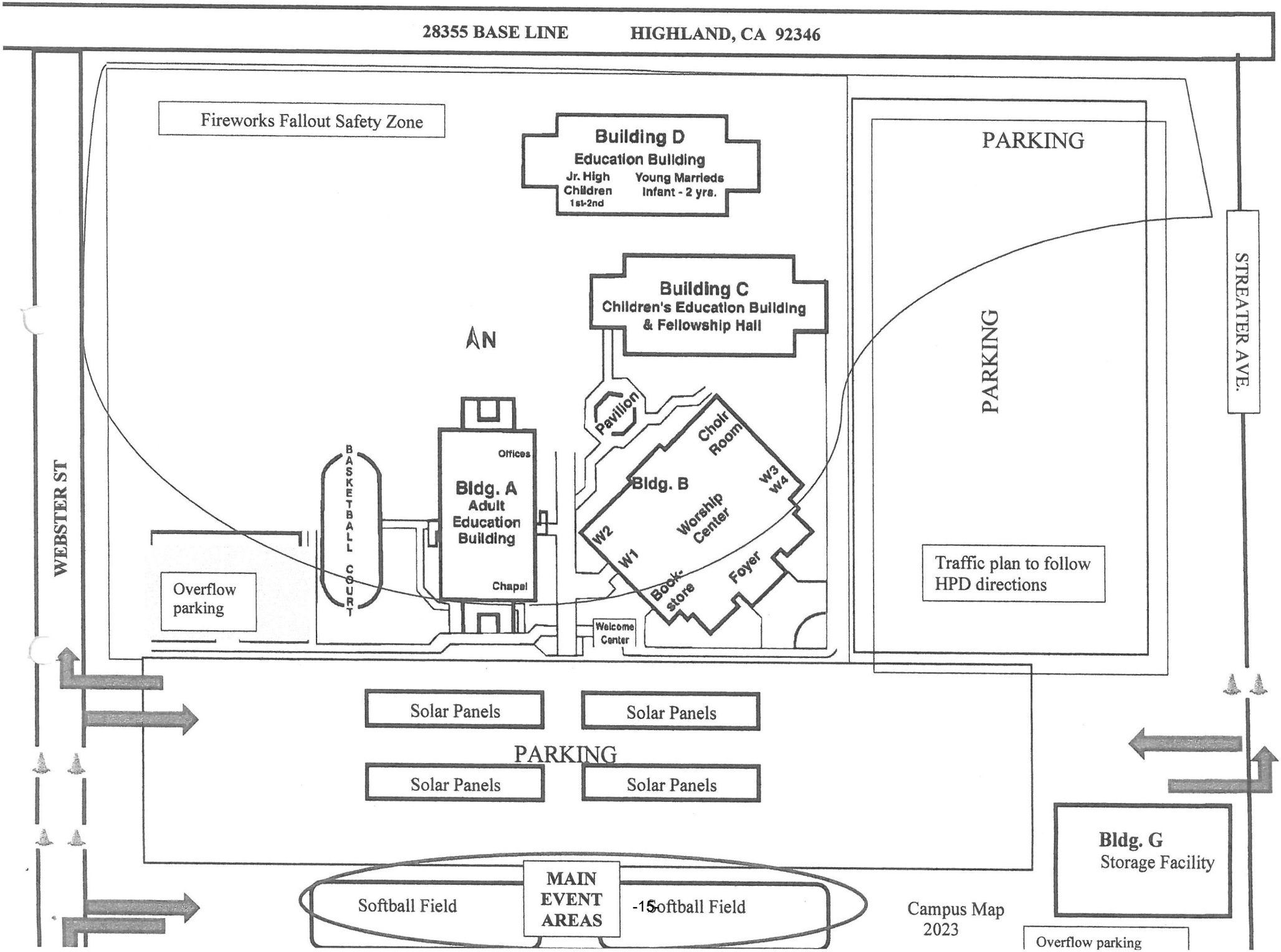
Insurance Requirements	***Limits***	
Commercial General Liability	$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Business Auto Liability- Owned, Non-Owned and Hired Autos	$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Workers' Compensation	Statutory	
Employer Liability	$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

ATTACHMENT 3:

SITE PLAN


28355 BASE LINE HIGHLAND, CA 92346
Fireworks Fallout Safety Zone
Building D
Education Building
Jr. High Children 1st-2nd
Young Marrieds Infant - 2 yrs.
PARKING
STREATER AVE.
Building C
Children's Education Building & Fellowship Hall
AN
PARKING
WEBSTER ST
Pavilion
Choir Room
Offices
Bldg. A
Adult Education Building
Chapel
BASKETBALL COURT
Bldg. B
W3
W4
W2
W1
Worship Center
Book-store
Foyer
Welcome Center
Overflow parking
Traffic plan to follow HPD directions
Solar Panels
Solar Panels
PARKING
Solar Panels
Solar Panels
Bldg. G
Storage Facility
MAIN EVENT AREAS
Softball Field
Softball Field
Campus Map 2023
Overflow parking

ATTACHMENT 4:

DEPARTMENT CONDITIONS

CITY OF HIGHLAND
PLANNING DIVISION CONDITIONS OF APPROVAL

Date: April 26, 2023
Applicant: Immanuel Baptist Church – Applicant
File/Index: Special Event Permit (SEP-23-002)
Proposal: 4th of July community event and professional firework display
Location: 28355 Base Line

PLANNING CONDITIONS OF APPROVAL

Note: These conditions represent Planning Division conditions only and are meant to be only one part of the project's overall conditions that may include Engineering, Fire Department and Building and Safety. All required on-site and off-site conditions shall be completed prior to the event date, except where noted.

Special Event Permit No. 23-002 is approved, subject to compliance with the conditions of approval contained herein. The conditions of approval listed below are continuing conditions; failure of the Applicant and/or operator to comply with any/all conditions at any time, shall result in initiating revocation of the subject permit.

General

1. This Special Event Permit approval shall become null and void:

    a. Unless all conditions have been complied with and authorized by Special Event Permit No. 23-002 has occurred.

2. The subject event shall be in compliance with the approved plans on file with the City of Highland Planning Division, and shall be in compliance with all conditions of approval contained herein.

3. Revisions, modifications, and/or deletions to the approved plans must be submitted to the Planning Division for review and approval prior to the event date.

4. **(NS) No later than 2 weeks in advance of the event, Immanuel Baptist Church (Applicant) shall provide a "neighborhood mailer" to all residents within a 1,000 sq. ft. radius of Immanuel Baptist Church property lines notifying them of the proposed event details.**

    a. A copy of the mailer and location map shall be provided to the City prior to distribution.

5. In compliance with the Highland Municipal Code, the Applicant/Owner shall agree, at his/her sole cost and expense, to defend, indemnify, and hold harmless, the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval

of the City Council, Planning Commission, or other decision-making body, including staff, concerning this project. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant/Owner of his/her obligations under this condition.

6. The recorded owner of the property shall submit to the Planning Division written evidence of agreement with all conditions of this approval before the approval becomes effective.

7. The owner/applicant is responsible for implementing all conditions of approval to the satisfaction of the Community Development Director, City Engineer, Fire Department, Public Services, Public Works, and Police Department. Final clearances shall not be given until all conditions are met. Each condition of approval is separately enforced, and if one of the conditions of approval is found to be invalid by a court of law, all the other conditions shall remain valid and enforceable.

8. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

9. (NS) The Applicant shall comply with all Federal, State, and Local laws, including, but not limited to the most current Covid-19 guidelines.

10. No intensification of use event scope and nature described in the application (i.e., SEP-23-002), which would tend to increase the projected scale of the event, shall be permitted except upon application for, and approval of, modification of this permit in compliance with all procedures and requirements therefore.

11. (NS) If sheriff reserves or any other related police/sheriff volunteers are required to stay over the time suggested on the attached comment sheet the applicant will be responsible for paying additional fees pertaining to the overtime. Overtime fee's will need to be paid within forty-eight (48) hours of the event end date and time to the City of Highland.

Signage

12. Event signage shall be in compliance with Chapter 16.56 of the Highland Municipal Code and shall be reviewed and approved under a separate application prior to installation. All signage shall be consistent with the type allowed within the zone and, as conditioned, the tenant space shall not be marked in an exaggerated manner and no banners or streamers shall be strung on the property. Any signage that creates a potential distraction to motor vehicle operations shall be prohibited.

13. All signs and sign structures shall be located outside of the public right-of-way.

Maintenance

14. All trash, litter, debris, etc. that may be generated outside of the property (off-site) by the participants and organizer of the event shall be the responsibility of the applicant or property owner.

Pyrotechnic Element

15. Pyro Spectaculars shall take into account wind direction and speed the day of the event to limit debris and ash fallout onto buildings and structures. The firing site should be moved as needed to meet the safety of surrounding structures and visitors.

Building and Safety Division Conditions of Approval

Date:	04/10/2023
Applicant:	Immanuel Baptist
Address of Applicant:	28355 Base Line
Site Location:	Parking Lot
Event Date:	Monday, July 4th 2023
Project:	SEP 23-002

1. See Municipal Code information below for City requirements;

8.58.030 Displays.

A. General. Permits are required to conduct a public display of fireworks. Permit application shall be made to the fire chief and the police chief not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of building, highways and other lines of communication; the lines behind which the audience will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the fire chief shall be consulted regarding the requirements for standby fire apparatus.

B. Under Supervision of Pyrotechnic Operator. Public display of fireworks operations shall be under the direct supervision of a pyrotechnic operator. The pyrotechnic operator shall be responsible for all aspects of a display related to pyrotechnics.

C. Bond Required. The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the fire chief and the police chief for the payment of damages which could be caused either to a person or persons or to property by reason of the permitted display and arising from acts of the permittee, agents, employees or subcontractors. (Ord. 377 § 2, 2013)

2. Event Area

1. Provide accessible restroom facilities (where clustered shall provide 5% accessible but not fewer than 1)

2. Parking area to including accessible parking spaces and paths of travel to event (2 Percent of the total parking provided for the event). When necessary, temporary accessible spaces can be created in permanent paved lots, dirt lots, or fields. Choose spaces that are level, close to an accessible entrance and near existing curb ramps. Mark or block off an existing parking space with cones, barricades, or pavement marking tape to create a new access aisle and use the accessibility symbol to designate the accessible spaces. If no existing curb ramps are available and the new parking spaces border on the sidewalk, place a portable curb ramp in the temporary access aisle to gain access to the sidewalk level.

3. Provide engineering calculations from a California licensed Engineer, or State of California certificates, or third party reports for Bleachers & stage(s).
    a. Guards – when the floor level at any surface is more than 30 inches above the adjacent ground level, Guards shall be provided with the exception of the audience side of the stage.

4. Temporary electrical shall be installed in accordance with the current edition of the California Electric Code.
    A. Portable generators shall be grounded.
    B. All electric cords shall be protected from becoming tripping or fire hazards. Bridging must be provided for wheel chairs.
    C. Overhead cords are to be rated for such use and must not hang lower than (10) ten feet above surrounding walking surfaces and (18) eighteen feet above fire lanes.
    D. Portable or festoon lighting must be approved by the Building Official prior to installation.

5. Trash and waste containers shall be provided. At the conclusion of the event, the entire site shall be cleaned of all trash, debris and signage.

CITY OF HIGHLAND

27215 Base Line, Highland, CA 92346
Telephone - (909)864-8732 FAX - (909)862-3180

Project Planner: Angelica Martinez

Comments Due: **ASAP**

PROJECT:	SEP 23-002 – IBC 4th of July Firework Display
DESCRIPTION:	Community event with an expected 5,000-6,0000 people to attend. There will be a 25-minute firework display, food, stage and live entertainment.
LOCATION:	28355 Base Line
EVENT DATE &TIME	Monday, July 4, 2021 – 6:00 pm to 10:00 pm
APPLICANT:	Tracy Johnson

This Application has been filed with the Community Development Department's, Planning Division. Please review the attached information and return this sheet with your comments and/or recommendations. **IF WE RECEIVE NO COMMENTS BY THE ABOVE REFERENCED DUE DATE, THEN WE WILL ASSUME YOU HAVE NO CONCERNS.** You need not return the attachments.

POLICE COMMENT

Determination

- ☐ Approval *without* comments/conditions
- ☒ Approval *with* comments/conditions listed below
- ☐ Denied, reason listed below

Fee's

Supervision	$ 986.04
Security/Police	$ 10,559.64
Traffic	$ 194.00
Grand Total	$ 11,739.68

EVENT SECURITY /POLICE RESPONSE:
14 Deputy Sheriff's

SUPERVISION:
1 Sergeant

TRAFFIC ENFORCEMENT:
1 Sheriff's Service Specialist
15 Citizens on Patrol

Other comments:

See Attached Letter of Approval

APPROVED BY: Lieutenant Phill Dupper

ANY FEES REQUIRED WILL BE PAID AT CITY HALL.

SHANNON D. DICUS, SHERIFF-CORONER

April 24, 2023

City of Highland
27215 Base Line Street
Highland, CA 92346

Re: SEP 23-002 Immanuel Baptist Church 4th of July Fireworks Show

Immanuel Baptist's annual 4th of July fireworks show has become one of the most popular displays in the San Bernardino valley, attracting thousands of visitors to the City of Highland.

When combined with the City's annual 4th of July parade that occurs in the morning, staffing levels at the Sheriff's Department are extremely strained that day. In order to manage both events, and ensure public safety, the Sheriff's Department has to bring in and pay overtime to personnel who are either off duty or from other stations.

Immanuel Baptist's event is officially held from 6:00 pm until 10 pm, although traffic starts to increase early in the afternoon and affects may of the surrounding neighborhoods as spectators stake claim to good parking and other viewing locations.

Immanuel Baptist provides private security inside the venue and last year there were no major issues reported. Sheriff's Department personnel are assigned to support security inside the venue during the show and take control in the event of a criminal act. Sheriff's Personnel also provide public safety for the immediate surrounding neighborhoods and traffic control with egress as spectators leave the city after the show ends. Many spectators choose to park and watch the show from outside of the venue.

Because of the mass exodus all at the same time after the show, it usually takes upwards of one to two hours for the arterial roadways to resume normal traffic flow.

This year's event will be staffed with the following personnel, each working a 6-hour shift from 5:00 pm to 11:00 pm. This will allow Sheriff's personnel to be in place as the event starts, and provides enough time to manage traffic afterwards. Of course, as in all other cases, should traffic clear out before 11:00 pm, the on-scene supervisor will send employees home as appropriate.

The following staff will be scheduled for the event. The overtime costs are figured at the County's current 2022/2023 public gathering event fee schedule (attached). In the past, Reserve Deputies were used at a lower cost. However, Highland Sheriff's Station only has one remaining Reserve Deputy and he is not always available. Should any Department Reserves choose to work the event, they would take the place of a Deputy Sheriff at a lower cost.

1	Sergeant (Supervisor)	$986.04
14	Deputy Sheriffs	$10,559.64
1	Sheriff's Service Specialist	$194.00
15	Citizen on Patrol / Explorer Scouts	No Cost
	Total Overtime Amount	**$11,739.68**

The staffing for this event is based on the after-action report generated after last year's event. It includes consideration for the number of spectators expected to enter the city and covers the required traffic control to ensure safe egress as they leave.

If these costs are not collected from the event organizer, the Highland Sheriff's Station will be required to cover the costs from the allotted yearly overtime budget.

If you have any questions, please reach out to me.

Phill Dupper, Lieutenant
Highland Sheriff's Station

City of Highland, **FIRE PREVENTION DIVISION,** Conditions of Approval.

DATE : **April 17, 2023**

APPLICANT : **Immanuel Baptist Church**

ADDRESS : **28355 Base Line**

SITE LOCATION: Parking Lot / Baseball Fields– 4th of July Firework Event Sunday July 4th

FILE / INDEX No.: SEP 23-002

Compliance with the following items are conditions of **FIRE DEPT. APPROVAL OF EVENT.**

These conditions are required as acceptable solutions to the adverse fire conditions impacting firefighting and emergency operations accompanying the site/area and/or event. They will either assist in detection and extinguishment of the fire and/or facilitate the anticipated emergency operations.

This project is protected by the city of Highland fire dept./Cal-Fire. For event approval the applicant shall comply with the existing California Fire Code and all applicable statutes, codes, ordinances, standards and policies of the City of Highland fire prevention division / fire department.

1. Per the site plan and permit request letter submitted, FIRE MARSHAL conditions are as follows.

2. A California State Fire Marshal flame-retardant certificate must be provided (CCR T-19), if tent (over 400 square feet) and/or air supported structures are used.

3. **Outdoor fireworks displays shall comply with 2022 CFC Chapter 56 as well as CCR Title 19, Division 1, Chapter 6, Article 4 (permits) and Article 15 (public display) and NFPA 1123.**

4. Adequate marking and security personnel shall be used to prevent event attendees from accessing the fireworks firing site, from all 4 sides, throughout the entire display.

5. Pyrotechnic operators **shall meet** with local Battalion Chief / Captain prior to the event to provide an overview of the display and to discuss emergency plan and locations of fire apparatus.

6. Fire extinguishers and other fire-protection equipment shall be provided. Minimum rating for fire extinguishers shall be: **2A-10BC**: Location and number shall be determined by the Fire Marshal or Battalion Chief during site inspection. Extinguishers shall be mounted with a current (within 1 year from date indicated) State Fire Marshal tag affixed.

7. The areas for the car show and food trucks shall be configured to provide emergency access.

8. The area around the stage shall be maintained free of non-essential items. Electrical distribution cords shall be in good repair and of the proper size for the intended use. NO SMOKING on the stage or within 10 feet of the stage. Hay bales or other flammable materials shall not be used to create seating areas in front of the stage area.

9. Ground covering shall be of non-combustible or treated materials and maintained in an approved flame-retardant condition. No straw, hay or other unapproved flammable / combustible materials are allowed as ground covering or wall treatments. (CFC 31 04.2)

10. Temporary Electrical wiring/generation shall comply with the National Electrical Code and be inspected and approved by the Fire Marshal & City Building & Safety Official.

11. Lighting generators (self-contained units) shall be secured from movement and properly protected from tampering by event attendees. Any refueling of the units shall be performed with the engines turned off. Fuel for the generators shall be stored in a secure area not accessible by event attendees.

12. Emergency fire and rescue access lanes shall be maintained at all times. Minimum width for emergency access lanes shall be twenty (20) feet and support a live load for fire apparatus of 74,000 pounds. Emergency access lanes shall be provided, so that any point at event shall not exceed one hundred fifty (150) feet from emergency access road.

13. Concession stands utilized for **cooking** shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of other cooking booths and shall not be located within 20 feet of a tent, canopy, membrane structure or attractions.

14. No open-flame demonstrations shall be allowed (on stage) by performers and/or audience.

15. The stage area shall have one fire extinguisher (minimum **2A-10BC**) on each side at the front area.

16. Cooking areas that utilize fryers or create grease laden vapors shall have a K-Type (40BC) fire extinguisher of adequate size with a current State Fire Marshal tag affixed.

17. All volunteers shall be made aware of how to request assistance in the event of an emergency or other incident.

A permit fee is due prior to the event. Contact the Building and Safety Department at (909) 864-6861 ext.232 for permit fee amount.

An inspection of the grounds will be performed to confirm compliance with the above conditions.

If you have any questions or concerns regarding the above or wish to discuss other mitigation alternatives contact the City of Highland - Fire Prevention Department.

Craig Sanchez, Fire Marshal
City of Highland Fire Prevention
(909) 864-8732 x 248

Intra-office Memorandum
City of Highland

DATE: April 6, 2023

TO: Angelica Martinez, Planning Tech II

FROM: Carlos Florez, Public Services Coordinator

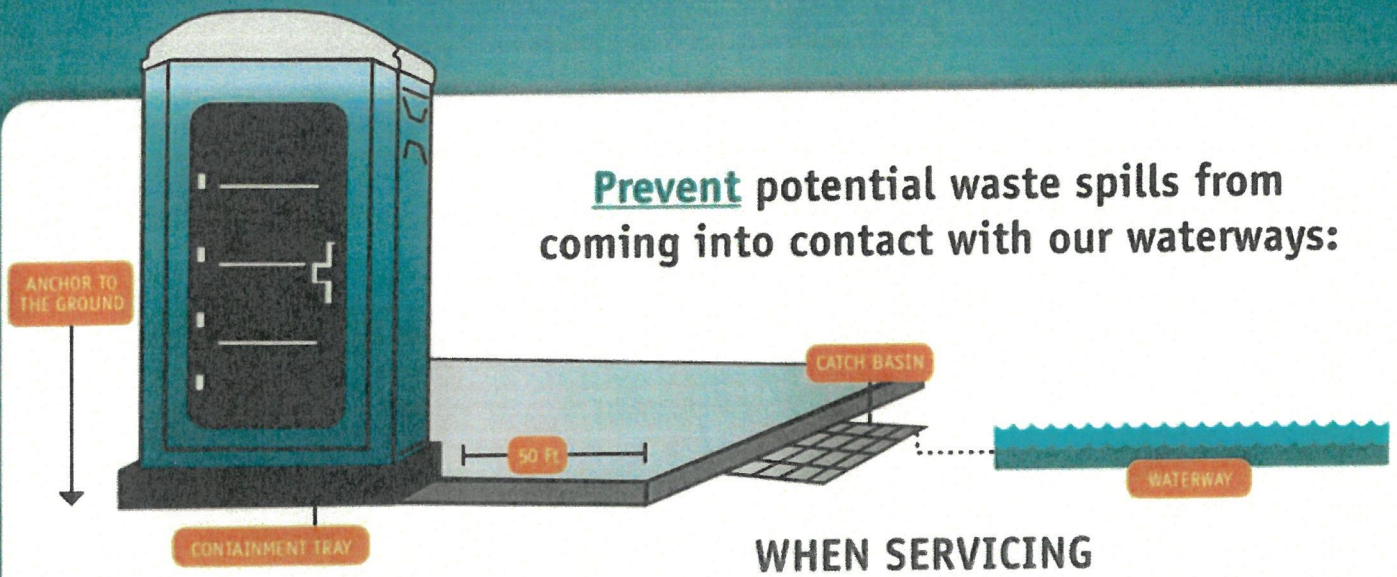
CC: Melissa Morgan, Public Services Manager

SUBJECT: **SPECIAL EVENT PERMIT ISSUANCE CLERANCE FORM (SEP023-002) ANNUAL 4th OF JULY FIREWORK DISPLAY**

The Public Services Division will approve this Special Event Permit with the following conditions:
1. Food/Beverage: If plastic bottles and aluminum cans are available during this event there must be recycling opportunities onsite. If there is food available during this event there must be organic recycling opportunities onsite for the food vendors. There must be one recycling and one organics container next to each trash receptacle throughout the duration of the event.
2. Portable Toilets: Please be sure that all portable toilets on site are equipped with a containment tray throughout the duration of the event. Provide the Portable Toilet Business flyer (attached) to the company you have selected for further suggestions on how to prevent potential spills when delivering or servicing the portable toilets during this event. If there is a storm drain within 50 feet of where the portable toilets are being placed, it must be protected throughout the duration of the event.

Should you have any questions, please feel free to give me a call 909-864-8732 ext. 271

PORTABLE TOILET BUSINESSES



Prevent potential waste spills from coming into contact with our waterways:

WHEN DELIVERING

- ✓ Site Portable Toilets at least 50 feet away from a catch basin or waterway.
- ✓ In high wind areas, secure the Portable Toilets by anchoring the unit securely to the ground.
- ✓ Equip Portable Toilets with a containment tray to prevent accidental overflow.

! When there is potential for greater than normal usage, **remind** your clients to **request additional units** or **adjust the service schedule** to ensure sanitary conditions and **prevent overflow**.

WHEN SERVICING

- ✓ On the service vehicle:
  - Maintain the condition of all hoses, couplings, tanks, and equipment to prevent leaks or spills.
  - Properly store and handle potential contaminants (Portable Toilet waste, disinfectants, oils,detergents etc.) to prevent any spills or discharges from entering the street, gutter or catch basin.
- ✓ When rinsing or washing Portable Toilets, ensure that all waste water is captured in the containment tray to prevent waste water from entering the street, gutter or catch basin.
- ✓ Upon completion of the cleaning process, pump the captured water into the service vehicle.

WHAT IS STORMWATER POLLUTION?

Stormwater pollution is created when bacteria, organic matter, disinfectants, and suspended solids are transported by water or wind into the catch basins and storm drain system. The untreated urban runoff then flows directly into our lakes and rivers contaminating our communities with high levels of bacteria, posing a threat to public health and wildlife.

THANK YOU FOR BEING A RESPONSIBLE BUSINESS AND HELPING TO KEEP SAN BERNARDINO COUNTY CLEAN AND HEALTHY!

In the event of a spill or discharge to a storm drain or waterway, contact San Bernardino County Stormwater immediately: **(877) WASTE18** | **sbcountystormwater.org/report**
To dispose of hazardous waste call the San Bernardino County Fire Dept. - CUPA Program **(909) 386-8401**

sbcountystormwater.org

Big Bear • Chino • Chino Hills • Colton • Fontana • Grand Terrace • Highland • Loma Linda • Montclair • Ontario • Rancho Cucamonga
Redlands • Rialto • San Bernardino • San Bernardino County • San Bernardino County Flood Control District • Upland • Yucaipa

ATTACHMENT 5:

HIGHLAND MUNICIPAL CODE SECTION 8.58 - FIREWORKS

8.58.010 Definitions.

Whenever, in this chapter, or in any resolution or standard adopted by the city council pursuant to this chapter, the following terms are used, they shall have the meaning ascribed to them in this section unless it is apparent from the context thereof that some other meaning is intended.

A. "Agricultural and wildlife fireworks" has the same meaning ascribed to that term under Section 12503 of the California Health and Safety Code and shall mean fireworks designed and intended by the manufacturer to be used to prevent damage to crops or unwanted occupancy of areas by animals or birds through the employment of sound or light, or both.

B. "Dangerous fireworks" has the same meaning ascribed to that term under Section 12505 of the California Health and Safety Code and includes, but is not limited to, all of the following:

1. Any fireworks which contain any of the following:

a. Arsenic sulfide, arsenates or arsenites.

b. Boron.

c. Chlorates, except:

i. In colored smoke mixture in which an equal or greater amount of sodium bicarbonate is included.
ii. In caps and party poppers.
iii. In those small items (such as ground spinners) wherein the total powder content does not exceed four grams, of which not greater than 15 percent (or 600 milligrams) is potassium, sodium or barium chlorate.

d. Gallates or gallic acid.

e. Magnesium (magnesium-aluminum alloys, called magnalium, are permitted).

f. Mercury salts.

g. Phosphorus (red or white except that red phosphorus is permissible in caps and party poppers).

h. Picrates or picric acid.

i. Thiocyanates.

j. Titanium, except in particle size greater than 100-mesh).

k. Zirconium.

2. Firecrackers.

3. Skyrockets, bottle rockets, model rockets and rockets, including all devices which employ any combustible or explosive material and which rise in the air during discharge.

4. Roman candles, including all devices which discharge balls of fire into the air.

5. Chasers, including all devices which dart or travel about the surface of the ground during discharge.

6. Sparklers more than 10 inches in length or one-fourth of one inch in diameter.

7. All fireworks designed and intended by the manufacturer to create the element of surprise upon the user. These items include, but are not limited to, auto-foolers, cigarette loads, exploding golf balls and trick matches.

8. Fireworks known as devil-on-the-walk, or any other firework which explodes through means of friction, unless otherwise classified by the State Fire Marshal pursuant to this chapter.

9. Torpedoes of all kinds which explode on impact.

10. Fireworks kits.

11. Such other fireworks examined and tested by the State Fire Marshal and determined by him, with the advice of the State Board of Fire Services, to possess characteristics of design or construction which make such fireworks unsafe for use by any person not specially qualified or trained in the use of fireworks.

C. "Exempt fireworks" has the same meaning ascribed to that term under Section 12508 of the California Health and Safety Code and shall mean any special item containing pyrotechnic compositions which the State Fire Marshal, with the advice of the State Fire Advisory Board, has investigated and determined to be limited to industrial, commercial, agricultural use or religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

D. "Fire chief" or "chief" shall mean the designated fire chief of the city, or his or her authorized representatives.

E. "Fireworks" has the same meaning ascribed to that term under Section 12511 of the California Health and Safety Code and shall mean any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical or thermal effects which are useful as pyrotechnic devices or for entertainment. The term "fireworks" includes, but is not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, Roman candles, model rockets, rockets, Daygo bombs, sparklers, chasers, fountains, smoke sparks, aerial bombs and fireworks kits.

F. "Fireworks kits" has the same meaning ascribed to that term under Section 12512 of the California Health and Safety Code and shall mean any assembly of materials or explosive substances which is designed and intended by the seller to be assembled by the person receiving such material or explosive substance and when so assembled would come within the definition of "fireworks."

G. "Police chief" shall mean the police chief of the county of San Bernardino, his or her designated deputy acting as the police chief of the city of Highland, or his or her authorized representatives.

H. "Public display of fireworks" has the same meaning ascribed to that term under Section 12524 of the California Health and Safety Code and shall mean an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of dangerous fireworks.

I. "Pyrotechnic operator" has the same meaning ascribed to that term under Section 12527 of the California Health and Safety Code and shall mean any licensed pyrotechnic operator, who by examination, experience and training has demonstrated the required skill and ability in the use and discharge of fireworks as authorized by the license granted.

J. "Pyrotechnic special effects material" shall mean low explosive materials, other than detonating cord, commonly used in motion picture, television, theatrical or group entertainment production for which a permit from the chief is required for use or storage.

K. "Safe and sane fireworks" has the same meaning ascribed to that term under Section 12529 of the California Health and Safety Code and shall mean any fireworks which do not come within the definition of "dangerous fireworks" or "exempt fireworks." (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.020 Prohibition.

A. General. No person shall have in his or her possession, or keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give or transport, any fireworks, dangerous fireworks or safe and sane fireworks, except for use as agricultural and wildlife fireworks or for use during a public display of fireworks pursuant to a permit obtained under the provisions of Sections 12640 through 12654 of the California Health and Safety Code, and this code.

B. Manufacturing Prohibited. The manufacturing of fireworks, dangerous fireworks or safe and sane fireworks is prohibited in the city, except under special use permits as required by local and state regulations by the fire chief and the police chief.

C. Pyrotechnic Special Effects Material. A permit is required to manufacture, compound, store or use pyrotechnic special effects material. Permit application shall be made to the fire chief and the police chief. A permit shall be granted only to a State Fire Marshal licensed pyrotechnic operator. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.030 Displays.

A. General. Permits are required to conduct a public display of fireworks. A permit application shall be made to the fire chief and the police chief not less than 14 days prior to the scheduled date of the display. The permit application shall include a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of buildings, highways and other lines of communication; the lines behind which the audience will be restrained; and the location of nearby trees, telegraph or telephone lines and other overhead obstructions. At the time of permit application, the fire chief shall be consulted regarding the requirements for standby fire apparatus.

B. Under Supervision of Pyrotechnic Operator. Public display of fireworks operations shall be under the direct supervision of a pyrotechnic operator. The pyrotechnic operator shall be responsible for all aspects of a display related to pyrotechnics.

C. Bond Required. The permittee shall furnish a bond or certificate of insurance in an amount deemed adequate by the fire chief and the police chief for the payment of damages which could be caused either to a person or persons or to property by reason of the permitted display and arising from acts of the permittee, agents, employees or subcontractors. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.040 Exception.

Nothing in this chapter shall be construed to prohibit the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, or the sale or use of small blank cartridges for a show or theater, or for signal or ceremonial purposes in athletics or sports or for use by military organizations. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.050 Seizure and disposal.

A. It shall be the duty of the fire chief and his or her authorized representatives and the police chief and his or her authorized representatives to enforce the provisions of this chapter.

B. The fire chief and his or her authorized representatives and the police chief and his or her authorized representatives shall have the authority to seize, take, remove, store and dispose of any fireworks, dangerous fireworks and safe and sane fireworks. The fire chief and his or her authorized representatives and the police chief and his or her authorized representatives may charge any person whose fireworks are seized pursuant to this section a reasonable amount which is sufficient to cover the cost of transporting, storing, handling and disposing of the seized fireworks. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

8.58.060 Penalties.

A. Any person who violates any provision of this chapter is subject to prosecution as either an infraction or a misdemeanor as set forth in Chapter 1.24 HMC.

B. A violation of any provision of this chapter is subject to an administrative citation in the amount of $1,000 for each violation pursuant to the procedures set forth in Chapter 2.56 HMC. Such administrative

remedy may be exercised in place of, or in addition to, any administrative, criminal, civil, or equitable remedy allowed by law.

C. If a person who violates any provision of this chapter is charged with a misdemeanor, upon conviction that person shall be punished by a fine of not more than $1,000, or by imprisonment in the county jail for a period not exceeding one year, or by both such fine and imprisonment.

D. A person is guilty of a separate offense for each and every day or portion thereof during which he or she commits, continues or permits a violation of this chapter.

E. Nothing in this chapter shall be interpreted to limit any of the penalties provided for under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery and/or transportation of dangerous fireworks. (Ord. 444 § 2, 2020; Ord. 377 § 2, 2013)

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

REVIEWED BY: Lawrence A. Mainez, Community Development Director &
Kim Stater, Assistant Community Development Director

PREPARED BY: Ash Syed, Associate Planner

SUBJECT: General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to change the land use and zoning designation of seven (7) parcels from Industrial (I) to Business Park (BP). Related entitlements include Conditional Use Permit (CUP 22-008) for the development of a vehicle fueling station, convenience store, and carwash, Tentative Parcel Map No. 19209 (TPM 22-006) to merge the seven (7) existing parcels into one (1), Design Review Application (DRA 21-019) for a site plan, conceptual landscape plan, and grading plan, and Mitigated Negative Declaration (ENV 23-002).

LOCATION: Northeast corner of Palm Avenue and 5th Street
Assessor's Parcel Numbers: 1201-301-14, -15, -19, and 1201-311-02, -03, -04, -05

OWNER / APPLICANT: Harikrishna Gas, Inc.

RECOMMENDATION: The Planning Commission recommends the City Council:

1. Adopt Resolution No. 2023-____ certifying the Mitigated Negative Declaration (ENV 23-002), and direct Staff to file a Notice of Determination with the County Clerk of the Board;

2. Adopt Resolution No. 2023-____ approving General Plan Amendment (GPA 22-001) to change the land use of the site from Industrial (I) to Business Park (BP), subject to the Findings of Fact;

Approved _____	Motion _____	Second _____	Agenda Item No. 16
Denied _____	Ayes _____		File No. _____
Continue _____	Noes _____		
	Abstain _____		
	Absent _____		

D Hugh
City Clerk

City Manager

3. Introduce Ordinance No.____ approving Zone Change (ZC 22-001) to change the zoning designation of the site from Industrial (I) to Business Park (BP), subject to the Findings of Fact;

4. Adopt Resolution No. 2023-____ approving Conditional Use Permit (CUP 22-008) for the development of a vehicle fueling station, convenience store, and carwash, subject to the Conditions of Approval and the Findings of Fact;

5. Adopt Resolution No. 2023-____ approving Design Review Application (DRA 21-019) for the project's Site Plan, Grading Plan and Conceptual Landscape Plan, subject to the Conditions of Approval and the Findings of Fact; and

6. Adopt Resolution No. 2023-____ approving Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) existing parcels into one (1), subject to the Conditions of Approval and the Findings of Fact.

FISCAL IMPACT: The Applicant submitted the required deposit fee for processing a Conditional Use Permit, Tentative Parcel Map, General Plan Amendment, Zone Change, and Design Review Application. Staff time spent working on the applications will be charged to this deposit.

PUBLIC NOTICE: As required by City Council Resolution, notice of the public hearing was posted at the City's three designated posting locations. The notice was posted on the City's website, mailed to property owners within 300 feet of the project site and to parties requesting notice. The notice was published in the San Bernardino Sun Newspaper on March 31, 2023. No further notice is required.

PREVIOUS ACTION: On March 21, 2023, the Planning Commission adopted Resolutions No. 2023-009, -010, -011, -012, -013, recommending the City Council approve General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to change the land use and zoning designation of seven (7) parcels located at the northeast corner of 5th Street and Palm Avenue from to Industrial (I) to Business Park (BP) for the development of a vehicle fueling station, convenience store, and carwash as part of Conditional Use Permit (CUP 22-008), Design Review Application (DRA 21-019), and Tentative Parcel Map No. 19209 (TPM 22-006). The Planning Commission's review is summarized in the latter portion of this report.

DESCRIPTION OF THE SITE: The proposed site is currently comprised of seven (7) parcels, accessible from Meines Court to the north, 5th Street to the south, and Palm Avenue to the west. While six (6) of the parcels have remained vacant since prior to the

City's incorporation, the parcel at the northeast corner of the site was previously used as a contractor's storage facility. The equipment on the site will be removed prior to the start of construction (Exhibit A – Area Map).

The overall vicinity is relatively flat, sloping gradually to the southwest. The site itself is zoned for Industrial (I) uses, as this portion of the 5th Street Corridor is geared toward more intense, trucking-related uses. Further, the general area envisions undeveloped parcels to be built out with commercial and industrial uses that align with the vision for the 5th Street Corridor, which spans from Church Avenue to Tippecanoe Avenue.

"With its strategic location between SBIA and the SR-3/I-210 corridor, the 5th Street Corridor represents an excellent opportunity to capture some of this potential employment growth. To position Highland to take advantage of this increased demand, the Land Use Plan for the 5th Street Corridor is dominated by Business Park and Industrial land uses". (Exhibit B – General Plan Excerpt of 5th Street Corridor).

Surrounding Land Uses

North: Vacant Parcel / Contractors Storage Yard
South: ARCO Gas Station and Carwash
East: Semi-Truck/Trailer Parking Facility
West: Farmer Boys Restaurant / KCB Towers Industrial

Location	General Plan	Zoning
North:	Industrial (I)	Industrial (I)
South:	Business Park (BP)	Business Park (BP)
East:	Industrial (I)	Industrial (I)
West:	Business Park (BP) & Industrial (I)	Business Park (BP) & Industrial (I)

PROJECT REVIEW:

The Applicant is seeking to develop a vehicle fueling station at the proposed site. Its current Industrial (I) land use and zoning designations do not permit this use. Because the site is located at a major intersection with similar retail related uses, the Applicant is seeking a change to Business Park (BP), which would allow a fueling station upon approval of a Conditional Use Permit.

General Plan Amendment

Per the Highland General Plan Land Use Element, *"the Business Park designation allows for a variety of light industrial, research and development, and office uses that provide pleasant and attractive working environments. The designation also allows business support services, anchor retail developments and individual commercial uses that support the employees and clientele of the area."* In comparison, *"The primary purpose of areas designated Industrial is to provide for light industrial, research and development, and office uses for firms seeking an attractive and pleasant working*

environment and an advantageous location with proximity to the San Bernardino International Airport and freeway access." The two land use designations envision a rather similar type of buildout with light industrial projects.

Zone Change

In concurrence with the General Plan Land Use Designation, the seven (7) parcels are currently zoned Industrial (I). Per Goal 2.13 of the Highland General Plan Land Use Element, *"the 5th Street Corridor represents an excellent opportunity to capture potential employment growth. To position Highland to take advantage of this increased demand, the Land Use Plan for the 5th Street Corridor is dominated by Business Park and Industrial land uses"*. Both Business Park (BP) and Industrial (I) uses are similar in nature and intensity, and per Section 16.24 of the Highland Municipal Code, share the majority of permitted uses. Further, the properties located at the three (3) other corners of the Palm Avenue and 5th Street intersection are each zoned for Business Park (BP) uses with the southeast and southwest corners already featuring fueling station uses. Staff supports the proposed Zone Change (ZC 22-001) from Industrial (I) to Business Park (BP), a zone in which this fueling station will be permitted.

Conditional Use Permit

Site Plan

The proposed layout of the site consists of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, a 4,620 square foot convenience store building, and twenty-two (22) passenger vehicle parking spaces.

Per the Highland Municipal Code Section 16.24.040 Business Park development standards, the project is subject to a 20-foot setback area along each side of the property. Additionally, where onsite parking is proposed within the dedicated landscaped setback area, the portion may be split into 10-feet of landscaping at the property line and an additional 10-feet of landscaping along the building front. The proposed site design satisfies said criteria with a 20-foot fully landscaped setback along the property boundary to the north, the property boundary to the west, and along the 5th Street frontage to the south. The landscaping along the Palm Avenue frontage to the west has a split landscaping arrangement. Existing curb and gutter around the perimeter of the site will be modified to accommodate the new drive access ramps and the project will also include the construction of on-site and off-site improvements to utilities, storm drain facilities, irrigation, hardscape, trash enclosures, as well as perimeter walls and gates (Exhibit C – Site Plan).

Access

There are three (3) points of access proposed on the site; one (1) from Meines Court to the north, one (1) from 5th Street to the south, and one (1) from Palm Avenue to

the west. The access from Meines Court will be mainly ingress for semi-trucks accessing the diesel fuel pumps. The trucks will exit the site onto 5th Street to the south. Both the Palm Avenue and 5th Street accesses will however allow both right and left turns into and out of the property for all passenger vehicles.

Parking

The Municipal Code requires convenience stores to provide one (1) parking space per 250 square feet of interior shopping area. Further, City Ordinance No. 456 requires all vehicle fueling stations to provide one (1) DC fast charging space per eight (8) fueling pumps. With the nine (9) total fuel pumps proposed on this site, the development would be required to provide two (2) DC fast charging stalls:

Proposed Use:	Size	Parking Ratio	Parking Required	Parking Proposed
Convenience Store	4,000 sf	1 space / 250 sf	16	18
EV Charging	-	1 space / 8 pumps	2	2
Total	4,000 sf	-	**18**	**20**

As shown in the chart above, there are twenty-two (20) total spaces proposed on the site, satisfying the parking requirement.

Signs

The Applicant has proposed two (2) 7-foot tall monument signs as part of the proposed development. The first will be located at the entrance to the site along 5th Street. This sign will feature the fueling station name and logo, once a tenant has been confirmed, the carwash name plate, as well as pricing for both gasoline and diesel fuel. The second sign will be located along Palm Avenue, just north of the 5th Street intersection, and will feature the same information. These signs are consistent with height allowed per Section 16.56 of the Highland Municipal Code, according to the 275-foot and 290-foot frontages along 5th Street and Palm Avenue, respectively. With regard to the building mounted signage, the Applicant has not determined size or sign area limits as there is no confirmed fueling station or carwash tenant as of yet. Once a tenant has been confirmed, the Applicant will submit elevations and a completed Sign Program application in the future for Planning Commission review.

Design Review Application

Elevations

The convenience store building and attached carwash is a traditional urban type structure, 84' x 55' and 52' x 26'8" in footprint, respectively. At twenty-two (22) feet in height, the exterior has a typical stucco finish with brick accent cladding all around the bottom half of building. The doors and windows will be dual paned glass finished in a black anodized metal trim (Exhibit D – Elevations).

The two (2) fueling canopies on the site, 94' x 43' and 70' x 36' in footprint for the gasoline and diesel pumps, respectively, are both proposed with a height of nineteen (19) feet, the industry standard. As mentioned, there is no confirmed fueling tenant as of yet. Once a tenant has been confirmed, corresponding signage along with branding on the fuel canopies and fuel pumps will be submitted as part of the Sign Program for the Planning Commission's review.

Gas Station Development Standards

According to the City of Highland Municipal Code, proposed fueling stations and fuel canopies must satisfy additional design criteria in regard to setbacks, screening, and onsite paving. The subject site features 315 feet of street frontage along Palm Avenue approximately 154 feet of street frontage along 5th Street, satisfying the minimum requirement of 100 feet along each abutting street. Once curb cuts are made and drive access onto the site is established, the proposed gasoline and diesel pumps will respectively both be a minimum of 85 feet from the right of way lines along Palm Avenue and 5th Street, satisfying the minimum requirement of 30 feet. Each of the diesel pumps are at least 25 feet from the nearest property line, the eastern boundary, satisfying the minimum distance of 20 feet. Further development standards regarding driveway lengths, distances to the nearest intersection, paving improvements, and onsite amenities, per City Ordinance No. 456, have also been addressed and satisfied by the Applicant.

Photometrics

The Applicant provided a comprehensive photometric and lighting fixture plan that was reviewed by Staff and found to be compliant with the City's established standards (Exhibit E – Photometric Plan).

Conceptual Landscape Plan

The Conceptual Landscape Plan presents a variety of drought-tolerant trees, shrubs and vines, as well as groundcovers will be planted throughout the perimeter of the site as well as the building footprint. Along the Palm Avenue frontage are a combination of Dwarf Weeping Bottlebush, Blue Flame Agave, and Aloe plants accented by Mauritius Hemp plants spaced accordingly. Along the 5th Street frontage are Slipper, Silver Dollar Plants, Red Yucca, and Mexican Brush Sage for additional variety. Meanwhile, the interior of the parking area, landscape diamonds, and curbside planters feature various shrubs and groundcover that include Australian Willow, Crape Myrle Light Lavender, and Queen Palm Trees, Located along the drive accesses into the site perimeter of the parking area are 24-inch box Drake Elm trees. Lastly, dispersed amongst the landscape planters within the parking lot are Low Boy Bank Catclaw along with Huntington Carpet Rosemary plants for additional floral variety (Exhibit F – Conceptual Landscape Plan). The Conceptual Landscape Plan has been reviewed by the City's Landscape Architect and conditions have been included as part of the Conditions of Approval.

Walls and Fences

The project has been conditioned to construct a six (6) foot CMU block wall along the eastern property boundary as well as the portion of the northern boundary bordering the adjacent business. The 20-foot landscape setback along these walls will soften the exposure.

Tentative Parcel Map

Prior to the development of this site, the Applicant is required to consolidate the seven (7) separate parcels and create one (1) individual parcel in order to construct this vehicle fueling station and carwash. The proposal satisfies the standards established by the Subdivision Map Act as well as the Section 16.68 – Subdivisions, of the Highland Municipal Code, including lot acreage, dimensions, and right-of-way access.

Grading Plan

The site is relatively flat, sloping down slightly to the southwest. Once graded, the elevation will fall approximately one (1) foot from the northeast to southwest. Gutters and catch basins are located throughout the property bringing runoff water to the stormwater management basin located within each of the landscape planters along each of the respective property boundaries of the site, as mentioned (Exhibit G – Grading Plan). The project site has existing curb, gutter and sidewalk along both the Victoria Avenue and Cypress Street frontages. The project will install necessary curb cuts along Meines Court, Palm Avenue, and 5th Street in compliance with the distance required from the intersection, per the fueling station development standards. The project will also connect to existing water and sewer lines along Palm Avenue and 5th Street.

ENVIRONMENTAL REVIEW: An Initial Study was prepared for the project and potential impacts to air quality, biological resources, tribal/cultural resources, noise, as well as geology and soils were identified. Project specific mitigation measures have been included to reduce said impacts to below a level of significance and the list of measures have been included in the Mitigation Monitoring and Reporting Program (MMRP).
A Notice of Intent to Adopt a Mitigated Negative Declaration (MND) was circulated through the California State Clearinghouse and made available for public comment between February 6, 2023 and March 8, 2023. The Notice was mailed to surrounding property owners within 300 feet as well as interested agencies and parties at their request. The Notice was also posted on the City's website, outside City Hall, the Sam J. Racadio Library and Environmental Learning Center, and Fire Station #1.

Based upon the Findings of the Initial Study and adoption of the Mitigation Measures, the Project will not have a significant impact upon the environment. Staff recommends adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

PLANNING COMMISSION REVIEW: On March 21, 2023, the Planning Commission reviewed this proposed development and deemed it to be a suitable use for the site. However, the Commissioners expressed concern about the proposal of a fueling station considering the City's moratorium against the development of new fueling stations. Staff clarified that while the Moratorium was lifted with the adoption of City Ordinance No. 458, the proposed development would have been exempt from the moratorium regardless as the pre-application submittal was done before the moratorium went into effect (Attachment 1 – Planning Commission Minutes from March 21, 2023 Meeting)

In the Planning Commission's review of the project design, the Commissioners brought up several items to be addressed during the submittal of revised plans. First, the southern elevation of the convenience store building, which will be exposed to direct sunlight every day over the course of many years, lacks a brow or awning over the entrance and windows to provide a more welcoming appeal for patrons entering the convenience store. The Planning Commission requested the Applicant provide a revised southern elevation of the building incorporating an awning matching the color scheme of the confirmed fueling tenant as part of the Sign Program application submittal.

Additionally, the Planning Commission expressed concern over the stacking of semi-trucks exiting the site to the south, onto 5th Street, as it is already a very busy thoroughfare. The Planning Commission ultimately requested the Applicant submit an onsite circulation plan depicting passenger vehicle access to the fuel pumps under the main canopy while semi-trucks are stacked at the entrance at Meines Court, under the diesel canopy, and exiting onto 5th Street to the south.

Lastly, the Planning Commission requested the Applicant submit finalized elevations for the two fueling canopies that include corporate symbols and decals on the fuel pumps, a revised convenience store and carwash building color scheme, and a corner statement with wrought iron embellishments and the City logo all as part of the Sign Program application submittal.

These items will be reviewed at a future Planning Commission meeting in concurrence with the review for the Sign Program.

PUBLIC COMMENT: At the time of preparing this report, Staff had not received any written comments.

CONCLUSION: As aforementioned, while the current zoning designation does not permit the development of a fueling station on the proposed location, the General Plan's vision for the 5th Street Corridor includes both Business Park (BP) and Industrial (I) uses to create *"a major employment center and gateway to the San Bernardino International Airport"*. The proposed Zone Change (ZC 22-0001) and General Plan Amendment (GPA 22-001) to change the zoning and land use designations from Industrial (I) to Business Park (BP) will help satisfy Goal 2.13 of the General Plan with the construction of this fueling station on an otherwise vacant site. There is appropriate passenger

vehicle and truck access, onsite parking, landscaping, and electric vehicle charging stations on the site, satisfying vehicular circulation for the site. The exterior elevations of the convenience store and carwash building offer contemporary architectural treatments such as stucco, brick trim, and anodized metal that are consistent with the other two (2) fueling stations located at the other corners of the Palm Avenue and 5th Street intersection. Staff and the Planning Commission recommend the City Council approve this proposed project, subject to the Conditions of Approval and Findings of Fact.

EXHIBITS:

A) Area Map
B) General Plan Excerpt of 5th Street Corridor
C) Site Plan
D) Elevations
E) Photometric Plan
F) Landscape Plan
G) Grading Plan

ATTACHMENTS:

1) Planning Commission Minutes from March 21, 2023 Meeting
2) Resolution No. 2023-____ certifying Mitigated Negative Declaration (ENV 22-004)
    Exhibit 1: Final Initial Study/Mitigated Negative Declaration
    Exhibit 2: Mitigation Monitoring and Reporting Program
3) Resolution No. 2023-____ for General Plan Amendment (GPA 22-001)
    Exhibit 1: Existing General Plan Land Use Designation
    Exhibit 2: Proposed General Plan Land Use Designation
4) Ordinance No.____ for Zone Change (ZC 22-001)
    Exhibit 1: Existing Zoning Designation
    Exhibit 2: Proposed Zoning Designation
5) Resolution No. 2023-____ for Conditional Use Permit (CUP 22-008)
    Exhibit 1: Site Plan
    Exhibit 2: Conditions of Approval (CUP 22-008)
    Exhibit 3: Mitigation Monitoring and Reporting Program
6) Resolution No. 2023-____ for Design Review Application (DRA 21-019)
    Exhibit 1: Project Plans
    Exhibit 2: Conditions of Approval (DRA 21-019)
    Exhibit 3: Mitigation Monitoring and Reporting Program
7) Resolution No. 2023-____ for Tentative Parcel Map No. 19209 (TPM 22-006)
    Exhibit 1: Tentative Parcel Map No. 19209
    Exhibit 2: Conditions of Approval (TPM 22-006)

Exhibit A:

Area Map


alm @ 5th Street Nb Fs
Meines Ct
leines St
Palm Ave
5th St
5th St
5th St
N

Exhibit B:

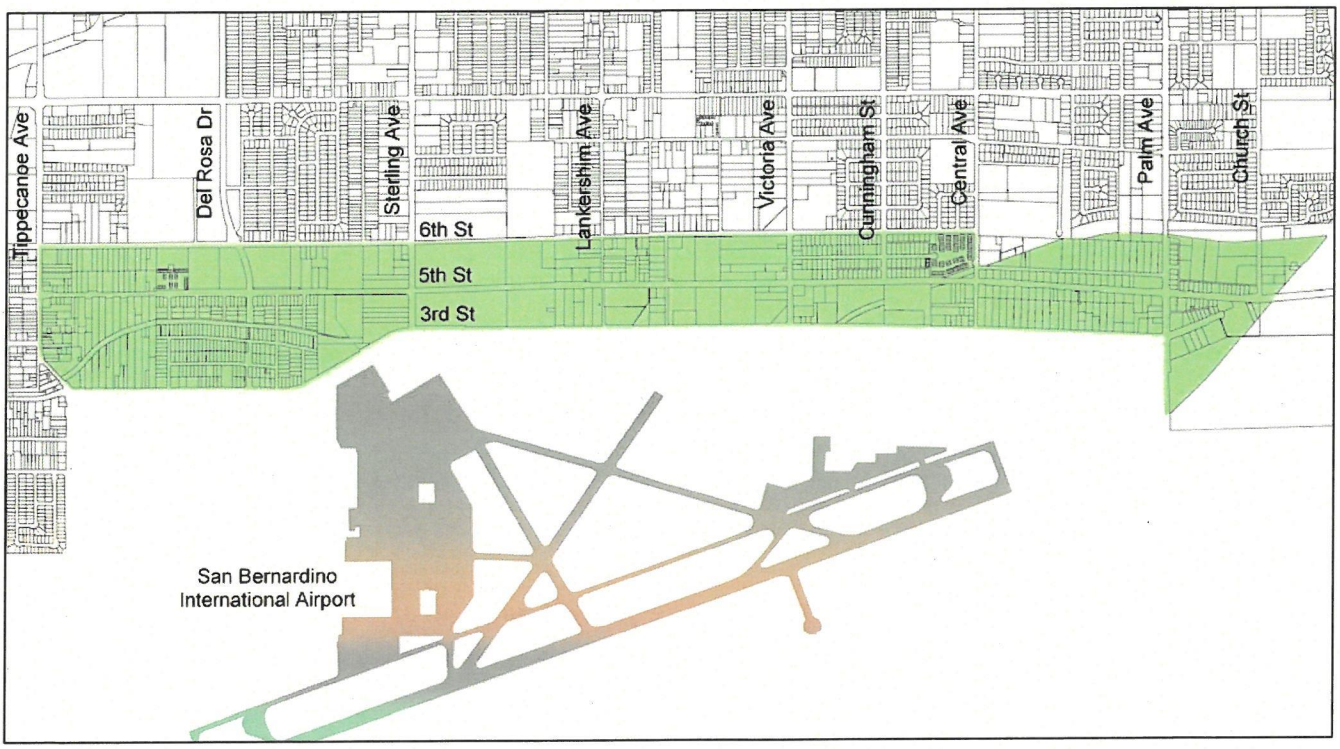
General Plan Excerpt of 5th Street Corridor

9) Actively participate in future San Bernardino International Airport planning activities to minimize potential negative impacts on Highland's economic development opportunities and quality of life.

5th Street Corridor

Lack of available industrial land west of Interstate 15 is forcing industrial development to move eastward towards Highland. Looking ahead, the movement of blue-collar jobs into the region surrounding Highland and the San Bernardino International Airport (SBIA) is forecasted to bring in 12,190 new jobs between 2003 and 2009. In turn, the energy that these new jobs will add to the economy will support an additional 12,190 jobs in sectors such as retailing, consumer services and health care.

With its strategic location between SBIA and the SR-3/I-210 corridor, the 5th Street Corridor represents an excellent opportunity to capture some of this potential employment growth. To position Highland to take advantage of this increased demand, the Land Use Plan for the 5th Street Corridor is dominated by Business Park and Industrial land uses.



GOAL 2.13

Transform the 5th Street Corridor into a major employment center and gateway to the San Bernardino International Airport.

Policies

1) Continue to coordinate with the City of San Bernardino and the San Bernardino International Airport Authority for future planning on and around the airport.

2) Continue to plan and promote the 5th Street Corridor as the major industrial entryway into the San Bernardino International Airport.

3) Develop a comprehensive design and branding program for the 5th Street Corridor, promoting it as a unified, business-friendly employment center.

4) Ensure exceptional circulation through adherence to the policies of the Circulation Element.

5) Protect and enhance the integrity and desirability of industrial sites from nonindustrial uses.

6) Improve landscaping along the edges and median of 5th Street and the boundaries of the corridor.

7) Ensure quality development through Development Code standards and the Community Design Element policies and guidelines.

8) Until nonconforming residential uses transition out of the area, provide adequate transitions and/or buffers between existing residential neighborhoods and industrial or other incompatible land uses.

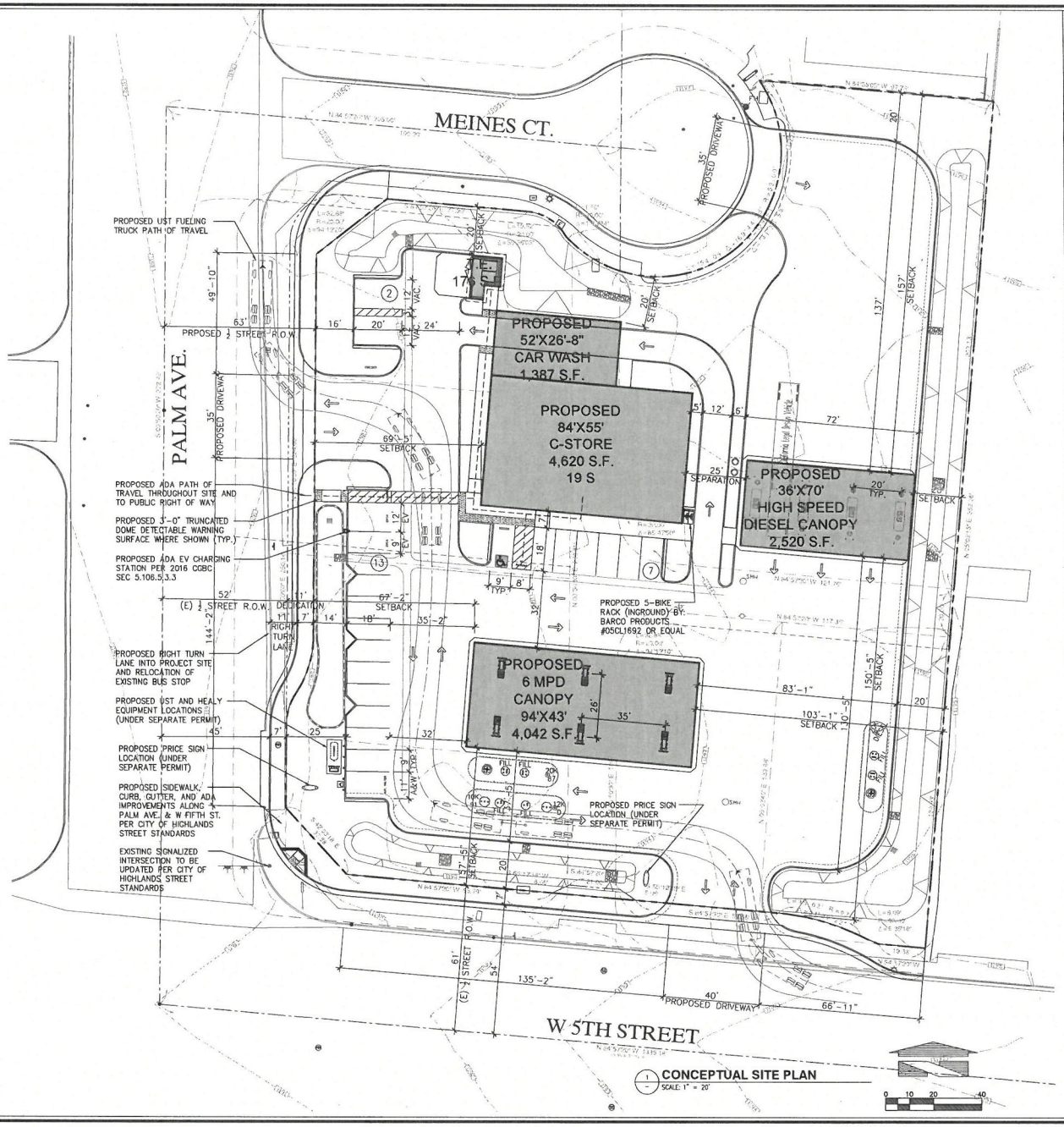
9) Work with San Bernardino International Airport Authority to ensure that future planning activities encourage consistency with adopted City land use plans and minimize impacts on Highland's economic development opportunities and quality of life.

Victoria Avenue Corridor

As the primary passenger entryway into the San Bernardino International Airport from I-210, new land use patterns will need to be established to take advantage of future commercial opportunities, improve traffic and provide future development opportunities along Victoria Avenue. Currently, single-family residential uses and scattered strip development maintain individual access points to Victoria Avenue, which create

Exhibit C:

Site Plan



SITE DATA

ADDRESS:	NEC PALM AVE. & W. 5TH STREET HIGHLAND, CA 92346
APN:	1201-311-02, 1201-311-03, 1201-311-05, 1201-301-14 1201-301-15, & 1201-301-19
LEGAL DESCRIPTION:	TRACT 3202 LOT 8 TRACT NO 3202 ROYAL PALMS TRACT NO 11 LOT 8 TOGETHER WITH THE VAC ALLEY TO THE EAST EX ST.
COUNTY:	SAN BERNARDINO
LOT SIZE:	EXISTING: 82,161 S.F. (±1.89 ACRES) PROPOSED: 79,748 S.F. (±1.83 ACRES)
BUILDING AREAS:	C-STORE: 4,620 S.F. CAR WASH: 1,387 S.F. 6 MPD CANOPY: 4,042 S.F. HIGH SPEED DIESEL CANOPY: 2,520 S.F. TRASH ENCLOSURE: 176 S.F.
BUILDING HEIGHT:	MAX HEIGHT: 45-0"
SITE COVERAGE:	MAX F.A.R: 30%
CONSTRUCTION TYPE:	V-B/NON-SPRINKLERED
OCCUPANCY'S:	M
SPECIFIC PLAN:	N/A
EXISTING LAND USE:	VACANT LAND
PROPOSED LAND USE:	RETAIL / COMMERCIAL
EXISTING ZONE:	I - INDUSTRIAL
PROPOSED ZONE:	BP - BUSINESS PARK
SURROUNDING LAND USE AND ZONING:	NORTH: I - INDUSTRIAL SOUTH: I - INDUSTRIAL EAST: I - INDUSTRIAL WEST: BP - BUSINESS PARK
AIRPORT OVERLAY ZONE:	D - TRAFFIC PATTERN ZONE - LOW RISK LEVEL
PARKING REQUIREMENTS:	C-STORE STALLS: 4 SPACES / 1,000 S.F. (4,620 S.F. / 1,000 S.F.) X 4 = 19 TOTAL REQUIRED: 19 SPACES TOTAL PARKING PROVIDED: 22 INCLUDED 1 ADA, 2 EVCS, AND 2 VACCUM)
LOT COVERAGE:	BUILDING: 12,745 S.F. (16%) LANDSCAPING: 23,271 S.F. (29%) IMPERVIOUS: 43,732 S.F. (55%) TOTAL: 79,748 S.F. (100%)
TREES:	NO TREES EXIST

UTILITIES

1. WATER
EAST VALLEY WATER DISTRICT
31111 GREENSPOT ROAD
HIGHLAND, CA 92346
909 889-9501
2. SEWER
EAST VALLEY WATER DISTRICT
31111 GREENSPOT ROAD
HIGHLAND, CA 92346
909 864-6511
3. GAS
SOUTHERN CALIFORNIA GAS CO.
PO BOX 2300
REDLANDS, CA 92374-9716
909 335-7717
4. ELECTRIC
SOUTHERN CALIFORNIA EDISON
267 TENNESSEE STREET
REDLANDS, CA 92373
909 37?-?477
5. TRASH/WASTE
BURRTEC WASTE INDUSTRIES, INC.
CITY OF HIGHLAND
2215 BASE LINE STREET
HIGHLAND, CA 92346
909 864-8?32 (EXT. 2?11)

APPLICANT

VIRAJ PATEL
HARIKRISHNA GAS INC.
8202 BELLA VISTA DRIVE
RANCHO CUCAMONGA, CA 91701
PHONE: 909-996-3861
E-MAIL: viraj4321@gmail.com

OWNER

JEAN EDY MATLOCK
TRUSTEE OF EADY TRUST, C/O
PAULA HUMBERT
3360 PUNTA ALTA, #A
LAGUNA WOODS, CA 92637

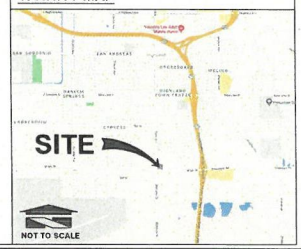
ARCHITECT / EXHIBIT PREPARER

EMPIRE DESIGN GROUP, INC.
511 N MAIN STREET
LAKE ELSINORE, CA 92530
PHONE: (951) 696-1490
CELL PHONE: (951) 809-7601
E-MAIL: ghann@empiregr.biz
CONTACT: GREGORY HANN, ARCHITECT

PROJECT DESCRIPTION (SOW)

1. THE PROJECT INVOLVES (7) SEVEN PARCELS TOTALING APPROXIMATELY 1.88 NET ACRES.
2. PROPOSED C-STORE, WITH AN ATTACHED POS OVER CAR WASH.
3. PROPOSED (6) MPD FUELING CANOPY.
4. PROPOSED HIGH SPEED DIESEL CANOPY.
5. PROPOSED ZIP FAN UNDERAGE BUILDING; (2) ACUMM, 1 ADA, AND 2 EVCS.
6. OFFSITE IMPROVEMENTS CONSIST OF ON-SITE PAVING, W/MPP AREAS, SITE CIRCULATION, LANDSCAPING AND SITE LIGHTING.
7. OFFSITE IMPROVEMENTS CONSIST OF RIGHT OF WAY DEDICATION, NEW UTILITY CONNECTION, UPDATED SIGNALIZED INTERSECTION, SIDEWALK / CURB AND GUTTERS, AND DRIVEWAY APPROACHES.
8. PROPOSED ZONE CHANGE TO BUSINESS PARK.

VICINITY MAP



EMPIRE DESIGN GROUP, INC.
511 N Main St.
Lake Elsinore, CA 92530
951-696-1490
EmpireDesignGroup.biz

All ideas, designs and layouts shown on these drawings, including all documents on electronic media are the property of empire design group, and are intended to be used in connection with this specific project only and shall not be loaned, copied or used for any purposes whatsoever without the written consent and may not be reproduced or used without the written permission of empire design group.
All rights reserved

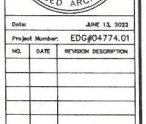
CLIENT:

HARIKRISHNA GAS INC.

COMMERCIAL / RETAIL
NEC PALM AVE. & W 5TH ST.
HIGHLAND, CA 92346

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:



Date:	JUNE 13, 2022
Project Number:	EDG#04774.01

NO.	DATE	REVISION DESCRIPTION

DESIGNED BY:	GH
CHECKED BY:	GH
DRAWN BY:	AH

DRAWING TITLE:

ARCHITECTURAL CONCEPTUAL SITE PLAN / COVER PAGE

SHEET NO:

AS 1.0

Exhibit D:

Elevations

KEYED NOTES

1. SIGNAGE NOT A PART, UNDER SEPARATE SUBMITTAL
2. ALUMINUM ENTRANCE AND STOREFRONT SYSTEM
3. CAR WASH TUNNEL, CONTINUOUS THROUGH OTHER SIDE

COLOR LEGEND

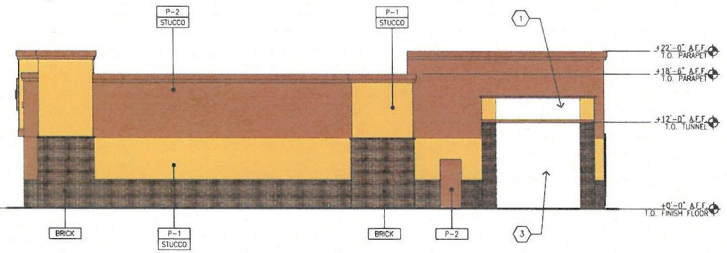
P-1	BENJAMIN MOORE, "SUNNY DAYS - 172", LRV 64.03
P-2	BENJAMIN MOORE, "WARM SIENNA - 0203", LRV 15.00

MATERIAL LEGEND

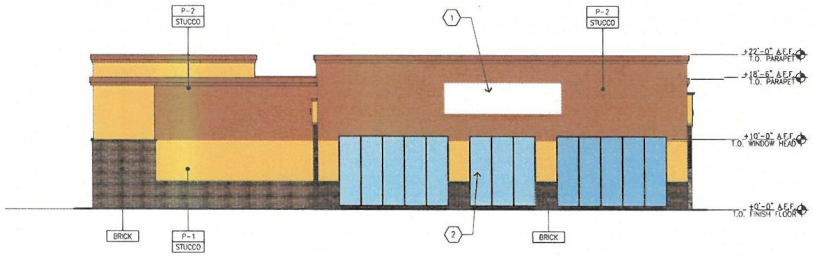
STUCCO	¾" CEMENT PLASTER, INSTALLED PER MFG. SPECIFICATIONS. TEXTURE: FINE SAND FINISH
BRICK	ELDORADO STONE - TUNDRABRICK "HARTFORD"



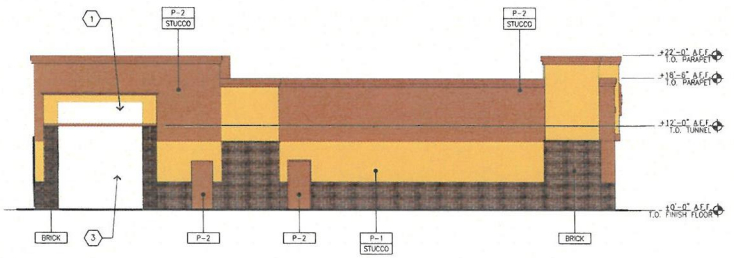
A SOUTH C-STORE ELEVATION
SCALE: 1/8"=1'-0"



B EAST C-STORE ELEVATION
SCALE: 1/8"=1'-0"



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



D WEST C-STORE ELEVATION
SCALE: 1/8"=1'-0"

EMPIRE DESIGN GROUP Inc.
511 N Main St.
Lake Elsinore, CA 92530
951-696-1490
EmpireDesignGroup.biz

All ideas, designs and layouts shown on these drawings, including all documents on electronic media are the property of empire design group, and are intended to be used in connection with this specific project only and shall not otherwise be used for any purpose whatsoever without the written consent, and may not be reproduced or used without the written permission of empire design group.
All rights reserved

CLIENT:

HARIKRISHNA GAS INC.

COMMERCIAL / RETAIL
NEC PALM AVE. & W 5TH ST.
HIGHLAND, CA 92346

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:

STATE OF CALIFORNIA
GREGORY SCOTT HANN
C-26663
REN. 9/30/23
LICENSED ARCHITECT

Date: JUNE 13, 2022
Project Number: EDG#04774

NO.	DATE	REVISION DESCRIPTION
1	10-25-22	1ST CLIP CORRECTIONS

DESIGNED BY: GH
CHECKED BY: GH
DRAWN BY: AH
DRAWING TITLE:

C-STORE ELEVATIONS

SHEET NO:

A 2.0

Exhibit E:

Photometric Plan

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LMF	Lum. Lumens	Lum. Watts	Part Number
	3	3M-1	SINGLE	1.000	9600	72	OSQM-B-11L-50K9-3M-UL-NM-__ w/OSQ-ML-B-DA-__
	2	3M-2L	SINGLE	1.000	2490	19	XSPW-B-WM-3ME-2L-50K-UL-__
	4	4M-1	SINGLE	1.000	9600	72	OSQM-B-11L-50K9-4M-UL-NM-__ w/OSQ-ML-B-DA-__
	3	5Q-1	SINGLE	1.000	10125	72	OSQM-B-11-50K7-5Q-UL-NM-__ w/OSQ-ML-B-DA-__
	33	C	SINGLE	1.000	10200	81	CP5-13L-50K9-DF-UL-WH-10V-HZ

Calculation Summary (Footcandles calculated using predicted lumen values @ 50K hrs of operation)

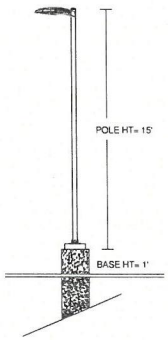
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
CANOPY	Fc	28.32	37	18	1.57	2.06
DEISEL CANOPY	Fc	32.82	43	22	1.49	1.95
PAVED PARKING	Fc	3.25	11.8	0.7	4.64	16.86
SITE	Fc	0.51	25.1	0.0	N.A.	N.A.

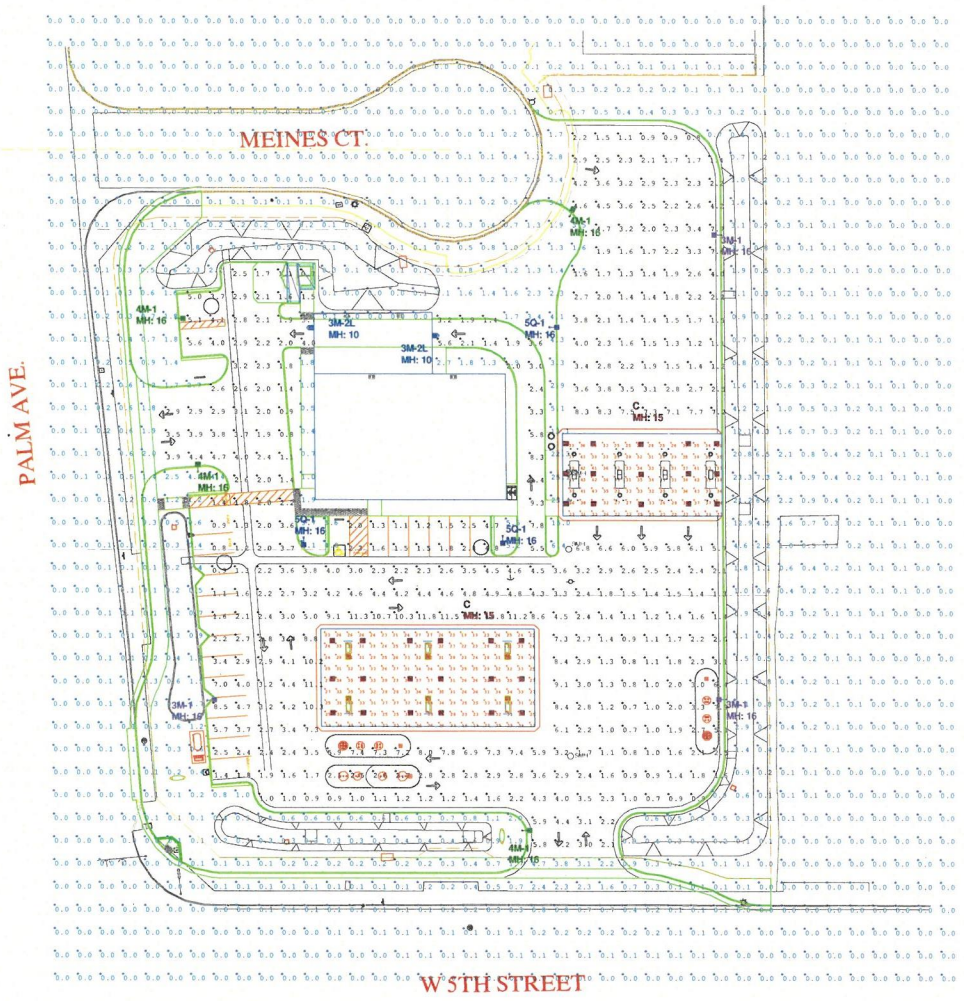
Pole Schedule
(10) SSS-4-11-15-CW-BS-1D-C-XX (15' X 4" X 11ga STEEL SQUARE POLE)
Proposed poles meet 140 MPH sustained winds.

Additional Equipment:
(10) OSQ-ML-B-DA-XX (DIRECT ARM MOUNT)

*** CUSTOMER TO VERIFY ORDERING INFORMATION AND CATALOGUE NUMBER PRIOR TO PLACING ORDER ***

OSQ Area Luminaire





CREE LIGHTING
A COMPANY OF IDEAL INDUSTRIES, INC.
9201 Washington Ave, Racine, WI 53406 https://creelighting.com - (800) 236-6800

Illumination results shown on this lighting design are based on project parameters provided to Cree Lighting used in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting, or energy code.

Project Name: NEC Palm and 5th Gas Retail Development; EDG#4774.01

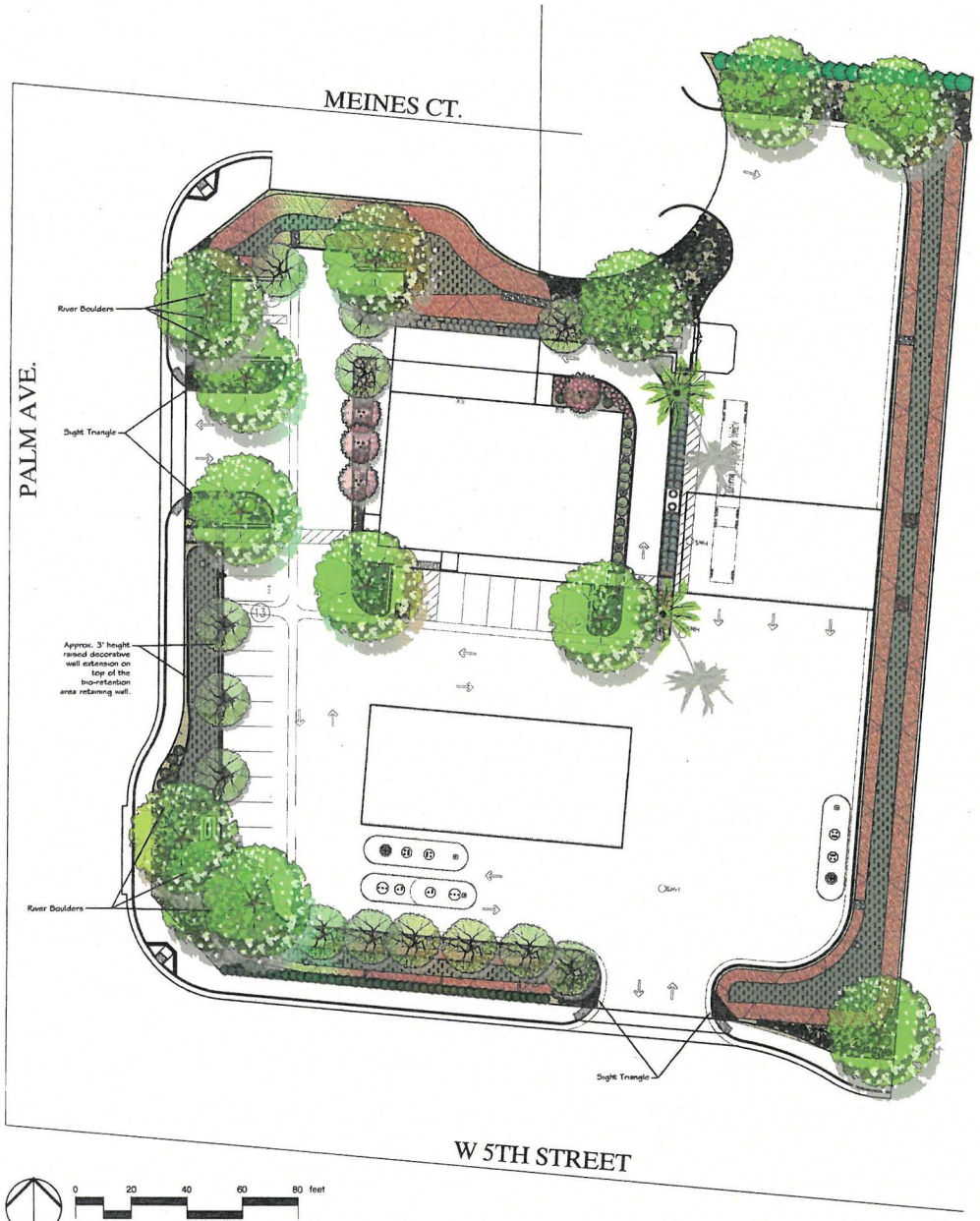
CASE # 00501746 | Footcandles calculated at grade | Filename: BM220616NECPLS.AGI

Layout By: LINDA SCHALLER
Date:6/16/2022

Scale 1" = 25'
0 50 100

Exhibit F:

Landscape Plan



PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
	GEI PAR	Geijera parviflora	Australian Willow	24"box	13	WUCOLS REG. 4 - M
	LAG MUS	Lagerstroemia x 'Muskogee'	Crape Myrtle light lavender	24" Box	4	WUCOLS REG. 4 - M
	ULM DRA	Ulmus parvifolia 'Drake'	Drake Elm	24"box	13	WUCOLS REG. 4 - M
PALM TREES	**CODE**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**	**REMARKS**
	ARE ROM	Arecastrum romanzoffianum	Queen Palm	Min. 15' B.T.H.	2	WUCOLS REG. 4 - M
SHRUBS	**CODE**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**	**REMARKS**
	ACA LOW	Acacia redolens 'Low Boy'	Low Boy Bank Catclaw	5 gal.	45	WUCOLS REG. 4 -L
	AGA BL2	Agave x 'Blue Flame'	Blue Flame Agave	5 gal	72	WUCOLS REG. 4 - L
	ALO A12	Aloe x 'Always Red'	Aloe	5 gal	267	WUCOLS REG. 4 - L
	ANI JOE	Anigozanthos x 'Pink Joey'	Pink Joey Kangaroo Paw	5 gal	129	WUCOLS REG. 4 - L
	ARB COM	Arbutus unedo 'Compacta'	Dwarf Strawberry Tree	5 gal	21	WUCOLS REG. 4 - L
	CAL DWA	Callistemon viminalis 'Little John'	Dwarf Weeping Bottlebrush	5 gal	71	WUCOLS REG. 4 - M
	CRA RIP	Crassula arborescens 'Ripple Jade'	Silver Dollar Plant	5 gal	59	WUCOLS REG. 4 - L
	CUP TIN	Cupressus sempervirens 'Tiny Tower' TM	Tiny Tower Italian Cypress	15 gal	10	WUCOLS REG. 4 - L
	ELA FRU	Elaeagnus pungens 'Fruitlandi'	Silverberry	5 gal	58	WUCOLS REG. 4 - L
	FUR MED	Furcraea foetida 'Mediopicta'	Mauritius Hemp	15 gal	19	WUCOLS REG. 4 - L
	HES PAR	Hesperaloe parviflora	Red Yucca	5 gal	39	WUCOLS REG. 4 - L
	KNI FLA	Kniphofia uvaria 'Flamenco'	Flamenco Red Hot Poker	1 gal	144	WUCOLS REG. 4 - L
	MAN JAG	Mangave x 'Jaguar'	Mangave	5 gal	25	WUCOLS REG. 4 - L
	PED MAC	Pedilanthus macrocarpus	Slipper	5 gal	30	WUCOLS REG. 4 - L
	ROS HUN	Rosmarinus officinalis 'Huntington Carpet'	Huntington Carpet Rosemary	5 gal	93	WUCOLS REG. 4 - L
	SAL MID	Salvia leucantha 'Midnight'	Mexican Bush Sage	5 gal	16	WUCOLS REG. 4 - L

SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY	REMARKS
	JUN ELK	Juncus patens 'Elk Blue'	Spreading Rush	1 gal	24" o.c.	1,266	WUCOLS REG. 4 - M BIO - 3 Vegetated Swale
	MUH PI2	Muhlenbergia capillaris 'Pink Flamingos'	Pink Flamingo Muhly Grass	1 gal.	36" o.c.	811	WUCOLS REG. 4 - L
	SEN VI2	Senecio vitalis	Blue Chalk Fingers	1 gal.	18" o.c.	79	WUCOLS REG. 4 - L

GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QTY	REMARKS
	CA GOLD	California Gold	Oninental Rock	3/4" Minus		8,637 sf	or Approved Eq. - Use Local Supply Install on 4 oz. Weed Fabric - Dewitt or Approved Eq.
	BARK	Forest Bark Mulch	Bark	None		1,037 sf	3" Min. Depth
	RIV COB	River Cobble		8" Minus		1,026 sf	Mix 4" - 8" with 2" Smooth River Rock Use Local Supply Install on 4 oz. Weed Fabric - Dewitt or Approved Eq.
	River Boulder - Various Sizes						

Notes:
1. The Landscape Contractor is obtain a soils test from a qualified soils testing laboratory and amend the soils as recommended by the soils recommendations PRIOR to installation of plants. The soils test results must be presented to the municipality to obtain Certificate of Occupancy.
2. All plantings and irrigation shall be maintained by the property owner and in any case where a required planting has not survived the property owner shall be responsible for replacement with equal or better plant materials.
3. Minimum 3" depth bark mulch shall be installed in planter areas.

Irrigation Regime:
A fully automatic, water efficient drip irrigation System will be installed for for the entire project. The irrigation controller features will include:
*Et0 based self adjusting station run time
*Multiple program capabilities
*Multiple repeat cycle capabilities
*Flexible calendar program

Landscape Area Calculations:
Project Site Area:
79,746 S.F. / 1.83 Acres
Required Landscape Area (15% of Site):
11,962 S.F. / .27 Acres
Provided Landscape Area:
17,023 S.F. / .39 Acres

EGLA
LANDSCAPE ARCHITECTURE, Inc. ASLA
CALIFORNIA REGISTERED LANDSCAPE ARCHITECT #5826, #2830
NEVADA REGISTERED LANDSCAPE ARCHITECT #441
ARIZONA REGISTERED LANDSCAPE ARCHITECT #53754
340 Lookout Avenue
Oceanside, CA 92057
P: 760-529-0241
F: 760-529-0241
E: egla01@sbcglobal.net

REVISIONS

Contractor shall verify and be responsible for all dimensions and conditions on the job, and shall notify the office of EGLA Landscape Architecture, Inc. of any errors, omissions or discrepancies in the plans shown by these drawings. Written dimensions shall have precedence over scaled dimensions. Shop drawings shall be submitted to this office for approval before proceeding with any fabrication.

All designs, ideas and information shown on these drawings and specifications specifications are and shall remain the property of EGLA Landscape Architecture. No part thereof shall be copied, disclosed to others or used in connection with any work or project other than the specific project for which the work was prepared unless otherwise agreed to in writing by the owner of EGLA Landscape Architecture, Inc.. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions.

REGISTERED LANDSCAPE ARCHITECT
ERIC E. GRIPP
3239
signature
Renewal Date
2/28/23
STATE OF CALIFORNIA

PRELIMINARY
NOT FOR CONSTRUCTION

DEVELOPER:
Harikrisha Gas Company

PROJECT:
COMMERCIAL / RETAIL DEVELOPMENT
NEC Palm Avenue and West 5th Street
Highland, CA 92346

SHEET DESCRIPTION
Conceptual Landscape Plan

DATE: 11/01/22
SCALE: 1" = 20'
DRAWN BY: Eric Gripp
SHEET NUMBER

PRL-1
of 1

Exhibit G:

Grading Plan

CONCEPTUAL GRADING PLAN FOR PROPOSED GAS STATION AND C-STORE NEC PALM AVENUE & W. 5TH STREET CITY OF HIGHLAND, CALIFORNIA 92346

APN: 1201-311-02, 03, 05 AND 1201-301-14, 15, 19

SITE ADDRESS:

NEC PALM AVENUE & W.5TH STREET
HIGHLAND, CALIFORNIA 92346

SHEET INDEX:

1. TITLE SHEET
2. CONCEPTUAL GRADING PLAN
3. SECTIONS
4. DETAILS

OWNER:

JEAN EDY WATLOCK
TRUSTEE OF EADY TRUST, C/O
PAUKA HUMBERT
3380 PUNTA ALTA, #A,
LAGUNA WOODS, CALIFORNIA 92637

LOT SIZE:

1.89 ACRES.

EARTHWORK QUANTITIES:

RAW CUT – 1,093 C.Y.
RAW FILL – 854 C.Y.
NET – 239 C.Y.

QUANTITIES ARE FOR ESTIMATING PURPOSES ONLY.
CONTRACTOR TO VERIFY QUANTITIES PRIOR TO CONSTRUCTION.

AREA OF DISTURBANCE:

AREA OF DISTURBANCE = 80,195 S.F. (1.84 ACRES)

24-HOUR EMERGENCY CONTACT: OWNER

TOPOGRAPHIC SOURCE:

ALTA AND LAND TITLE SURVEY PERFORMED BY RAY R. ZEOOLLARI
LS 8346, EXPIRATION DATE 12/31/21

FIELD SURVEY DATED 9/8/21

TOTAL IMPERVIOUS AREA:

TOTAL PROPOSED IMPERVIOUS AREA = 57,673 SF.

UTILITY NOTE:

UN1: THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.
UN2: FROM OBSERVED ABOVE GROUND APPURTENANCES ONLY AS SHOWN HEREON, GAS, ELECTRIC, STORM SEWER, SANITARY SEWER, TELEPHONE AND WATER LINES AND/OR SERVICE IS AVAILABLE FOR THE SUBJECT PROPERTY WITHIN THE PUBLIC RIGHT OF WAY OF MEINES COURT, PALM AVENUE AND 5TH STREET.

BASIS OF BEARINGS:

BASIS OF BEARINGS FOR THIS SURVEY WAS THE CENTER LINE OF 5TH STREET AS SHOWN ON PARCEL MAP NO. 19209 FILED IN BOOK 238 PAGE 57-59 OF PARCEL MAPS,RIVERSIDE COUNTY, CALIFORNIA SAID BEARING BEING NORTH 84°57'20" WEST.

FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE AE OF THE FLOOD INSURANCE RATE MAP, MAP NO. 06071C8702H WHICH BEARS AN EFFECTIVE DATE OF 08/28/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. AS SHOWN ON FEMA WEBSITE (FEMA.GOV) BY FIRMETTE CREATED ON 09/06/2021 WE HAVE LEARNED THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

SOURCE BENCHMARK:

SOURCE BENCHMARK: COUNTY OF SAN BERNARDINO FB 4018 PAGE 1778-1793
TOP OF 1" IP 0.2 DOWN AT THE INTERSECTION OF PALM AND 5TH STREET
EL=1190.57 (NAVD29)

RECORD DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 19209, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA RECORDED ON MAY 09, 2011 IN BOOK 238 OF PARCEL MAPS, AT PAGES 57, 58 AND 59.

PARCEL A:
LOTS 8 AND 9, TRACT NO. 3202, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43, PAGES 38 AND 39, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF AN ALLEY AS VACATED AND DESCRIBED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ORDERING THE SUMMERY VACATION OF PUBLIC RIGHT-OF-WAY (CITY ALLEY) THAT WOULD PASS BY OPERATION OF LAW, ADOPTED JULY 27, 2010, A CERTIFIED COPY OF SAID RESOLUTION RECORDED JULY 29, 2010 AS INSTRUMENT NO. 2010-0304441 OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO.

ALSO TOGETHER WITH THAT PORTION OF AN ALLEY AS VACATED AND DESCRIBED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ORDERING THE SUMMERY VACATION OF PUBLIC RIGHT-OF-WAY (CITY ALLEY) THAT WOULD PASS BY OPERATION OF LAW, ADOPTED DECEMBER 12, 2017, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 21, 2017 AS INSTRUMENT NO. 2017-0542568 OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO.

EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 8 AND 9, ROYAL PALMS TRACT NO. 3202, UNIT NO. 1, AS PER MAP RECORDED IN BOOK 43, OF MAPS, PAGES 38 AND 39, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL NO. 1 (PALM AVENUE)
THE WEST 22.00 FEET OF SAID LOTS 8 AND 9.

PARCEL NO. 2 (FIFTH STREET)
THE SOUTHERLY 10.75 FEET OF SAID LOT 9, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF EAST FIFTH STREET AS SHOWN ON SAID MAP OF TRACT NO. 3202.

PARCEL NO. 3
A TRIANGULAR-SHAPED PARCEL OF LAND, BOUNDED AS FOLLOWS:
ON THE SOUTH BY THE NORTH LINE OF SAID PARCEL NO. 2; ON THE WEST BY THE EAST LINE OF SAID PARCEL NO. 1; AND ON THE NORTHEAST BY THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 20.00 FEET, SAID CURVE BEING TANGENT TO THE NORTH LINE OF SAID PARCEL NO. 2 AND TANGENT TO THE EAST LINE OF SAID PARCEL NO. 1.

PARCEL NO. 4
A TRIANGULAR-SHAPED PARCEL OF LAND BOUNDED AS FOLLOWS:
ON THE SOUTH BY THE NORTH LINE OF SAID PARCEL NO. 2; ON THE EAST BY THE EAST LINE OF SAID LOT 9; AND ON THE NORTHWEST BY THE ARC OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 20.00 FEET, SAID CURVE BEING TANGENT TO THE NORTH LINE OF SAID PARCEL NO. 2, AND TANGENT TO THE EAST LINE OF SAID LOT 9.

PARCEL B:
LOTS 6 AND 7, TRACT NO. 3202, ROYAL PALMS TRACT NO. 1, AS PER MAP RECORDED IN BOOK 43, PAGES 38 AND 39.
TOGETHER WITH THAT PORTION OF AN ALLEY AS VACATED AND DESCRIBED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ORDERING THE SUMMERY VACATION OF PUBLIC RIGHT-OF-WAY (CITY THAT WOULD PASS BY OPERATION OF LAW, ADOPTED JULY 27, 2010, A CERTIFIED COPY OF SAID RESOLUTION RECORDED JULY 29, 2010 AS INSTRUMENT NO. 2010-0304441 OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO.

EXCEPT FOR THOSE PORTIONS GRANTED TO THE COUNTY OF SAN BERNARDINO IN DEED RECORDED FEBRUARY 7, 1980 AS INSTRUMENT NO. 80-32744, OFFICIAL RECORDS.

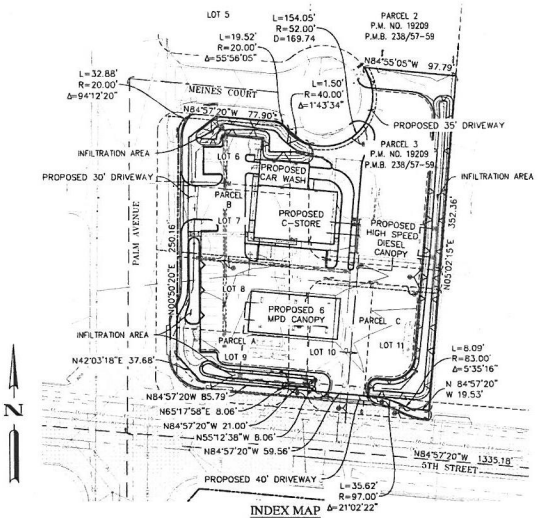
PARCEL C:
LOTS 10 AND 11, ROYAL PALMS TRACT, UNIT NO. 1, TRACT NO. 3202, AS PER MAP ON FILE IN BOOK 43 OF MAPS, PAGES 38 AND 39, SAN BERNARDINO COUNTY RECORDS.

TOGETHER WITH THAT PORTION OF AN ALLEY AS VACATED AND DESCRIBED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ORDERING THE SUMMERY VACATION OF PUBLIC RIGHT-OF-WAY (CITY THAT WOULD PASS BY OPERATION OF LAW, ADOPTED JULY 27, 2010, A CERTIFIED COPY OF SAID RESOLUTION RECORDED JULY 29, 2010 AS INSTRUMENT NO. 2010-0304441 OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO.

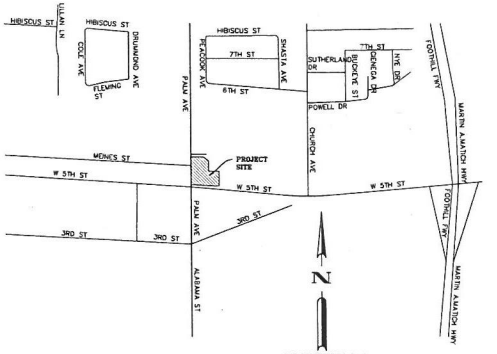
ALSO TOGETHER WITH THAT PORTION OF AN ALLEY AS VACATED AND DESCRIBED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, ORDERING THE SUMMERY VACATION OF PUBLIC RIGHT-OF-WAY (CITY ALLEY) THAT WOULD PASS BY OPERATION OF LAW, ADOPTED DECEMBER 12, 2017, A CERTIFIED COPY OF SAID RESOLUTION RECORDED DECEMBER 21, 2017 AS INSTRUMENT NO. 2017-0542567 OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO.

FOR CONVEYANCING PURPOSES ONLY:

APN 1201-301-19-0-000
APN 1201-311-02-0-000 (AFFECTS LOT 8 AND PORTION OF ALLEY OF PARCEL A)
1201-311-03-0-000 (AFFECTS LOT 9 AND PORTION OF ALLEY OF PARCEL A)
1201-311-04-0-000 (AFFECTS LOT 10 AND PORTION OF ALLEY OF PARCEL C)
1201-311-05-0-000 (AFFECTS LOT 11 AND PORTION OF ALLEY OF PARCEL C)
1201-301-14-0-000 (AFFECTS LOT 6 AND PORTION OF ALLEY OF PARCEL B)
1201-301-15-0-000 (AFFECTS LOT 7 AND PORTION OF ALLEY OF PARCEL B)



INDEX MAP
SCALE: 1" = 60'



VICINITY MAP
NOT TO SCALE

LEGEND:

		QUANTITIES:
— — —	PROPERTY LINE	
— — —	LIMIT OF DISTURBANCE	
155	PROPOSED ELEVATION	
155	EXISTING ELEVATION	
	EXISTING MAIN SEWER	
	EXISTING MAIN WATER	
	PROPOSED 8" SEWER	299 LF.
	PROPOSED 2" PVC WATER LATERAL	165 LF.
	PROPOSED 6" PVC FIRE WATER LATERAL	481 LF.
	PROPOSED 6" STORM DRAIN	1017 LF.
	ADA PATH OF TRAVEL	
	PROPOSED LANDSCAPING	2,498 SF.
	PROPOSED 6" CURB PER CITY OF HIGHLAND STD. NO.201	1,080 LF.
	PROPOSED 6" CURB & GUTTER PER CITY OF HIGHLAND STD. NO.202	566 LF.
	PROPOSED 3' RIBBON GUTTER	375 LF.
	PROPOSED 3' VEGETATED SWALE	26 LF.
	RIPRAP (SIZES PER PLAN)	11 EA.
	9"X9" CATCH BASIN	4 EA.
	GREASE INTERCEPTOR	2 EA.
SMH	SEWER MANHOLE	3 EA.
	EXISTING MANHOLE	3 EA.
	PROPOSED FIRE HYDRANT	2 EA.
	PROPOSED 8" TRENCH DRAIN WITH GRATE	328 LF.
	PROPOSED 8" SHALLOW SIDE OUTLET	4 EA.
	PROPOSED ROOF DOWNSPOUT	18 EA.

ABBREVIATIONS:

C/F	CUT/FILL LIMIT	IE	INVERT ELEVATION
DWY	DRIVEWAY	PAD EL.	PAD ELEVATION
FF EL.	FINISHED FLOOR ELEVATION	TG	TOP OF GRADE
FL	FLOW LINE	TYP	TYPICAL
FG	FINISHED GRADE	BOT	BOTTOM
FS	FINISHED SURFACE		
HP	HIGH POINT		

NOTES:

1. THE ENGINEER WHO PREPARED THE GRADING PLAN HAS VERIFIED THE CONSISTENCY BETWEEN ON-SITE GRADING INFORMATION AND THE WORK THE WITHIN R/W APPROVED BY THE TRANSPORTATION DEPARTMENT.
2. THE ENGINEER OF RECORD HAS EVALUATED THE DRAINAGE AND HAS DETERMINED THAT THE PROJECT PERPETUATES NATURAL DRAINAGE PATTERNS, AND WILL NOT ADVERSELY AFFECT ADJACENT PROPERTIES.
3. EXCEPT FOR THE RETAINING WALLS IN CONJUNCTION WITH THIS GRADING, ALL INFORMATION ASSOCIATED WITH BUILDINGS (INCLUDING SETBACKS AND FINISH FLOOR ELEVATIONS) IS FOR REFERENCE ONLY AND THE APPROVAL OF THIS GRADING PLAN DOES NOT INCLUDE ANY PROVISIONS ASSOCIATED WITH BUILDINGS.
4. CUT AREA UNDER BUILDING SHOULD BE OVER-EXCAVATED (2 FEET BELOW FOOTING AND 5 FEET BEYOND THE BUILDING LINE OR AS RECOMMENDED BY THE SOILS ENGINEER) AND RECOMPACTED WHEN A BUILDING CROSSES CUT-FILL TRANSITION.

REVIEWED BY: _____ DATE

APPROVED BY: _____
JOE BARRAGAN-DIRECTOR OF PUBLIC WORKS DATE

REGISTERED PROFESSIONAL ENGINEER — WILFREDO S.D. VENTURA — No. 66532 — Exp. 6-30-24 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
Ventura Engineering Inland, INC
27393 Ynez Road, Suite 159
Temecula, CA 92591
Phone: (951)252-7632
wilfredo@venturaengineeringinland.com
Wilfredo Ventura 5/11/22
WILFREDO S.D. VENTURA DATE
RCE 66532 EXP. 06/30/24

VEI

PLANS PREPARED UNDER THE SUPERVISION OF:
DATE: _____

MARK	DESCRIPTION	APPR.	DATE
	REVISIONS		

CITY OF HIGHLAND

APPROVED BY	APPROVED BY
PLANNING	BUILDING AND SAFETY

CONCEPTUAL GRADING PLAN

APN: 1201-311-02, 3&5 AND 1201-301-14, 15&19
PROPOSED GAS STATION AND C-STORE
NEC PALM AVENUE & W.5TH STREET
HIGHLAND, CALIFORNIA 92346
TITLE SHEET

DRAWER NO.

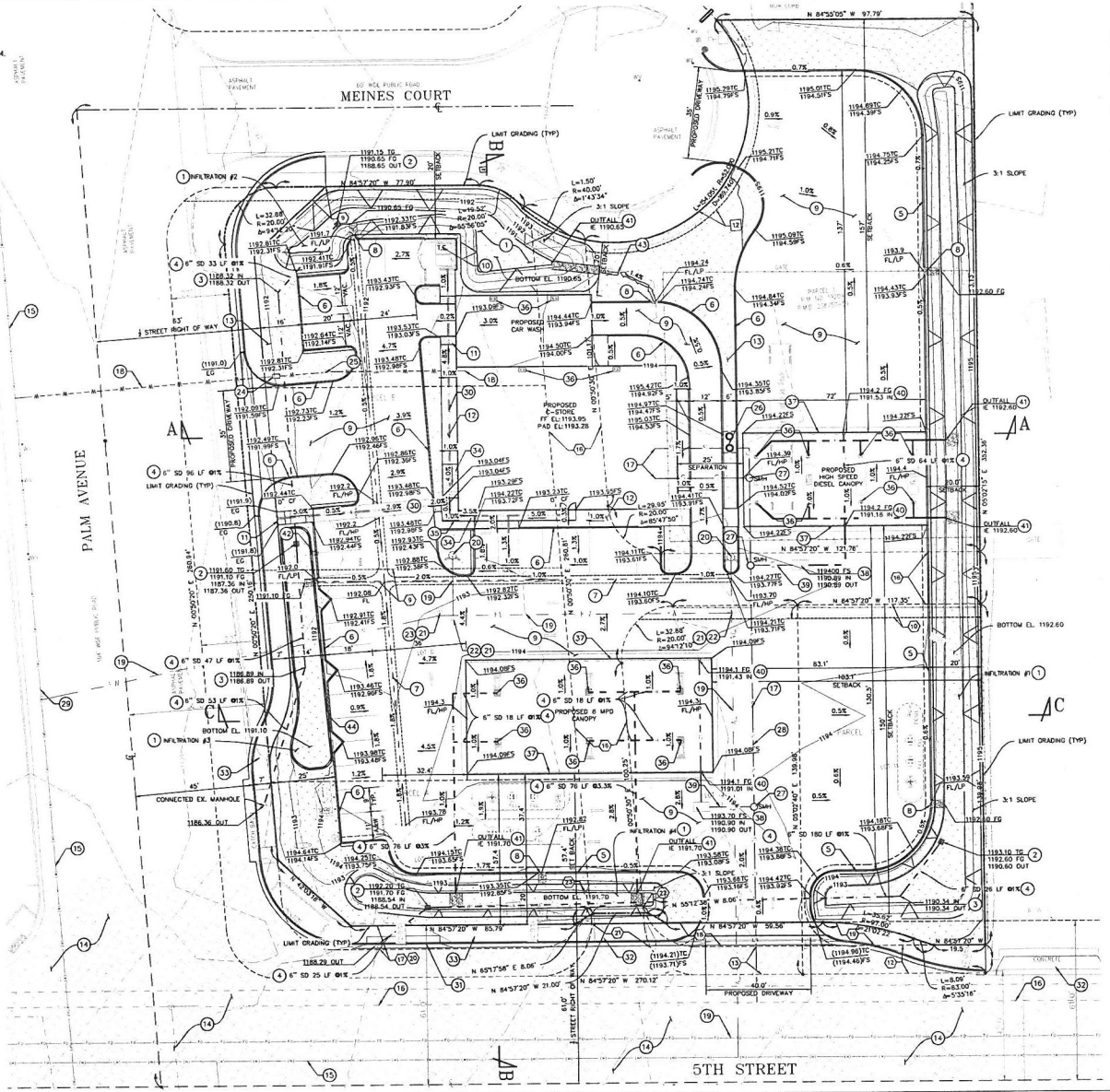
SHEET 1 OF 4

PRELIMINARY CONSTRUCTION NOTES:

1. PROPOSED INFILTRATION AREA DETAIL 1 SEE SHEET 4.
2. PROPOSED SWALEGARD 9"X9" GRATE INLET CATCH BASIN PER DETAIL 2 SEE SHEET 4.
3. PROPOSED 6" PVC CLEAN OUT.
4. PROPOSED 6" PVC (SDR 35) STORMDRAIN PIPE.
5. PROPOSED 6" CURB & GUTTER PER CITY OF HIGHLAND STD. NO. 202.
6. PROPOSED 6" CURB PER CITY OF HIGHLAND STD. NO. 201.
7. PROPOSED 3' RIBBON GUTTER PER DETAIL 3 SEE SHEET 4.
8. PROPOSED 3' CUT CURB AND APRON PER DETAIL 2 SEE SHEET 4.
9. PROPOSED CONCRETE DRIVEWAY PER CITY OF HIGHLAND STANDARD NO. 213.
10. PROPOSED TRASH ENCLOSURE PER CITY OF HIGHLAND STANDARD.
11. PROPOSED TRUNCATED DOMES PER ADA STANDARD.
12. PROPOSED 4" PCC SIDEWALK PER CITY HIGHLAND STD. NO. 208 TYPE B.
13. PROPOSED LANDSCAPE.
14. FUTURE IMPROVEMENTS IN THE RIGHT-OF-WAY WILL BE PERFORMED BY THE CITY IN SPRING 2022 PER SIP-12A. CURB LINE SHALL BE MOVED BY THAT PLAN PER CITY TO THE LOCATION SHOWN ON THIS PLAN AS PROVIDED BY SIP-12A.
30. PROPOSED ADA PATH OF TRAVEL.
31. CATCH BASIN TO BE INSTALLED IF CONSTRUCTION STARTS BEFORE THE CIP PROJECT.
32. PCC DRIVEWAY APPROACH TO BE INSTALLED IF CONSTRUCTION STARTS BEFORE THE CIP PROJECT.
33. PCC SIDEWALK TO BE INSTALLED IF CONSTRUCTION STARTS BEFORE THE CIP PROJECT.
34. PROPOSED RAMP RUN.
35. PROPOSED LANDING.
36. PROPOSED ROOF DOWNSPOUT PER ARCHITECTURAL PLANS.
37. PROPOSED 8" TRENCH DRAIN WITH GRATE PER DETAIL 5 AND 6 SEE SHEET 4.
38. PROPOSED OIL WATER SEPARATOR PER DETAIL 8 SEE SHEET 4.
39. PROPOSED 6" SEWER LATERAL FROM THE SEPARATOR TO THE 8" SEWER LATERAL.
40. PROPOSED 8" SHALLOW SIDE OUTLET PER DETAIL 7 SEE SHEET 4.
41. PROPOSED RIPRAP WITH NO. 2 BACKING ROCK PER DETAIL 4 SEE SHEET 4.
42. PROPOSED LOCATION OF EV CHARGING STATION WITH 2 CHARGING PORTS.
43. PROPOSED 3' VEGETATED SWALE PER DETAIL 9 SEE SHEET 4.
44. PROPOSED 18" BMP WALL PER DETAIL 1 SEE SHEET 4.

PRELIMINARY UTILITY NOTES:

15. EXISTING WATER MAIN.
16. EXISTING SEWER MAIN.
17. PROPOSED 8" SEWER LATERAL.
18. PROPOSED 2" WATER LATERAL.
19. PROPOSED 6" FIRE WATER LATERAL.
20. PROPOSED FIRE HYDRANT.
21. PROPOSED THRUST BLOCK.
22. PROPOSED BLOCK TEE.
23. PROPOSED BLOCK 11.5° BEND.
24. PROPOSED WATER 2" METER .
25. PROPOSED BACK FLOW PREVENTION DEVICE .
26. PROPOSED GREASE INTERCEPTOR.
27. PROPOSED 12" SEWER MANHOLE.
28. PROPOSED SEWER CLEAN OUT.
29. PROPOSED WATER TAP AT EXISTING MAIN.


MEINES COURT
PALM AVENUE
5TH STREET
PROPOSED C-STORE FF EL:1193.95 PAD EL:1193.28
PROPOSED HIGH SPEED DIESEL CANOPY
PROPOSED 6 MPD CANOPY
PROPOSED DRIVEWAY
CONNECTED EX. MANHOLE
LIMIT GRADING (TYP)
BOTTOM EL. 1192.60
BOTTOM EL. 1191.10
BOTTOM EL. 1191.70
BOTTOM EL. 1190.65
INFILTRATION #1
INFILTRATION #2
INFILTRATION #3
OUTFALL IE 1192.60
OUTFALL IE 1191.70
3:1 SLOPE
SETBACK
PROPOSED CAR WASH
SEPARATION
N 84°57'20" W 77.90'
N 84°57'20" W 85.79'
N 84°57'20" W 270.12'
N 84°57'20" W 21.00'
N 84°57'20" W 50.56'
N 84°57'20" W 121.78'
N 84°57'20" W 117.35'
N 84°53'05" W 97.79'
N 65°17'58" E 8.06'
N 55°12'36" W 8.06'
40.0' PROPOSED DRIVEWAY
83.1'
403.1'
32.4'
45'
25'
20'
72'
12'
6'
83'
24'
137'
157'
130.3'
139.8'
332.36'
280.84'
250.10'
1192.60 FG
1191.53 IN
1190.89 IN
1190.90 IN
1190.89 OUT
1190.90 OUT
1190.60 OUT
1188.54 IN
1188.54 OUT
1186.89 OUT
1186.36 OUT
1188.29 OUT
1190.34 IN
1190.34 OUT
1191.10 FG
1187.36 IN
1187.36 OUT
1191.43 IN
1191.01 IN
1191.18 IN
1190.89 IN
1190.89 OUT
1190.90 IN
1190.90 OUT
1188.65 OUT
1191.79 FG
1188.65 FG
1190.65 FG
1192.10 FG
1192.60 FG
1191.70 FG
1191.10 FG
1191.60 FG
1191.59 FG
1191.59 FS
1191.70 FS
1191.71 FL/LP
1192.14 FS
1192.20 FG
1192.10 FG
1193.10 TG
1192.60 FG
1190.60 OUT
1192.15 TG
1190.65 FG
1188.65 OUT
1191.15 TG
1191.79 FG
1188.65 OUT
1192.60 FG
1191.53 IN
1191.43 IN
1191.01 IN
1191.18 IN
1190.89 IN
1190.89 OUT
1190.90 IN
1190.90 OUT
1188.54 IN
1188.54 OUT
1186.89 OUT
1186.36 OUT
1188.29 OUT
1190.34 IN
1190.34 OUT
1191.10 FG
1187.36 IN
1187.36

Attachment 1:

Draft Planning Commission Minutes from March 21, 2023 Meeting

PLANNING COMMISSION REGULAR MEETING MINUTES
March 21, 2023 – 6:00 P.M.

CALL TO ORDER
The regular meeting of the Planning Commission of the City of Highland was called to order at 6:02 p.m. by Chair Hamerly at the Donahue Council Chambers, 27215 Base Line, Highland, California.

Present:	Chair	Randall Hamerly
	Vice Chair	Chandra Thomas
	Commissioner	Edward Amaya
	Commissioner	Jarrod Miller
	Commissioner	Jessica Sutorus

Staff Present: Kim Stater, Assistant Community Development Director
Ash Syed, Associate Planner
Angela Tafolla, Assistant Planner
Ben Booth, Senior Engineer
Matt Wirz, Building Official
Camille Goritz, Administrative Assistant III

Chair Hamerly led the Pledge of Allegiance.

COMMUNITY INPUT (ITEMS NOT ON THE AGENDA)

None.

CONSENT CALENDAR

1. Minutes from the March 7, 2023 Regular Meeting.

A MOTION was made by Commissioner Miller, seconded by Commissioner Thomas, to approve as submitted. Motion carried, 5-0.

PUBLIC HEARINGS

2. Conditional Use Permit application requesting an upgrade of an existing Alcoholic Beverage Control License Type 20 (Off-sale Beer and Wine) to an Alcoholic Beverage Control License Type 21 (Off-Sale Beer, Wine, and Distilled Spirits) at an existing Valero vehicle fueling station convenience store Have A Snack (27767 Base Line, Aysar Helo)

Assistant Planner Tafolla presented the staff report.

Chair Hamerly stated there was a condition that had been added that would void the Conditional Use Permit (CUP), which is for the Alcohol Beverage Control (ABC) license, it is not the CUP for the use of the property that established the convenience store in the fuel station.

Assistant Planner Tafolla stated that is correct.

Chair Hamerly opened the public hearing.

Applicant, Aysar Helo stated we operate 24 hours and we have been operating legally. The majority of the calls to the police were because our employees called. We were requested about a year and a half ago, any transients or any issues on the gas pumps was to call the police and not to approach them. This was a request from Code Enforcement at the time, and I asked my employees if you see anybody that should not be there, to call the police and have them dealt with. We have not had crime issues such as robberies. People have asked us for certain drinks, however we cannot sell it because of the percentage of liquor. There is not any other liquor store that sells spirits in East Highland conveniently in our area.

Chair Hamerly asked are there any plans to add Electric Vehicle (EV) charging stations?

Applicant, Aysar Helo stated we approached Edison last week and they have a new program, and we are in discussion with them. We will try to have EV charging stations on site.

Chair Hamerly stated the letter that was provided in the staff report, it mentioned that your clientele that were requesting distilled spirits were coming from the eastern edges of the city.

Applicant, Aysar Helo stated that is correct. The majority of our customers come off the freeway or East Highland because it is the way home.

Chair Hamerly asked was it the Sheriff's Department that requested the letter if there was any illegal activity on the property.

Aysar Helo stated this was the Code Enforcement Department and they had us sign a document.

Chair Hamerly stated I am trying to figure out if this was a policy that was enacted as a public safety issue and it was a request of the Sheriff's Department, why they would decline or refuse to support your request it's a high crime area and if this is a policy that they had implemented.

Aysar Helo stated the officer checked the records of how many calls there were, he did not go through what the calls were about. Most of these calls were made as a follow-up. They are just people pulling in or pulling somebody off the street and they are talking to them. Some of the calls were to notify the police that someone should not be on the property, next door or across the street.

Assistant Community Development Director Stater stated our Code Enforcement Officer Barrie Owens and we have assigned POP officers with the Sheriff's Department, they approach all the businesses and ask for the document that allows them to go on their site in the absence of the owner and remove people that do not belong there. Also, to reduce the panhandling, the transient issue, please call. It is an ongoing effort by the city and our Quality-of-Life Department goes to these business owners and requests that they please make a call so we can resolve the issue.

Chair Hamerly stated ok, however if it is a policy that was encouraged by the Sheriff's Department and Code Enforcement, why they would not support a legitimate request by a business and say no, it is a high crime area.

Assistant Community Development Director Stater I think the alternative could be if it is reviewed and one or two years, and to look at the calls and see how they differ from this year to the next year. We can prepare a condition.

Chair Hamerly asked if we could modify a condition for reexamination and a directive to the Sheriff's Department to start tracking the data more specifically.

Commissioner Miller asked will you speak about internal policies that you have in the business in order to ensure safety?

Aysar Helo stated if anybody is intoxicated, there is no way we are going to sell them. Everybody is asked for ID's. When we first opened up, we installed electronic locks at the register, the employee could lock all our doors and people are locked out.

Chair Hamerly closed the public hearing.

Assistant Community Development Director Stater stated Planning Condition No. 11, on page 27 to read, "Within 12 months of approval the Planning Commission shall review the status of the ABC license they shall include, but not be limited to, a crime statistics analysis by the Highland Sheriff's Office".

A MOTION was made by Commissioner Amaya and seconded by Vice Chair Thomas to adopt Resolution No. 2023 – 008 approve Conditional Use Permit 23-002 to upgrade an existing Alcoholic Beverage Control License Type 20 (Off-Sale Beer and Wine) to an Alcoholic Beverage Control License Type 21 (Off-Sale Beer, Wine, and Distilled Spirits). Motion carried, 3-2, with Commissioner Miller and Commissioner Sutorus not in favor of the motion.

RESOLUTION NO. 2023 – 008

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT APPLICATION (CUP-23-002) TO UPGRADE THE ALCOHOLIC BEVERAGE CONTROL LICENSE FROM A TYPE 20 (OFF-SALE BEER AND WINE) LICENSE TO A TYPE 21 (OFF-SALE GENERAL) LICENSE FOR AN EXISTING VEHICLE FUELING STATION CONVENIENCE STORE LOCATED AT 27767 BASE LINE (APN NO. 1201-091-61)

3. Conditional Use Permit (CUP 22-008) for the development of a vehicle fueling station, convenience store, and carwash requiring a General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to change the land use and zoning designation from to Industrial (I) to Business Park (BP). Related entitlements include Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) existing lots into one (1), Design Review Application (DRA 21-019) for a site plan, building elevations, conceptual landscape plan, grading plan, and Mitigated Negative Declaration (ENV 23-002). (NE corner of Palm Ave and 5th St, Harikrishna Gas Inc)

Associate Planner Syed presented the staff report.

Commissioner Amaya asked if there was a moratorium with fueling stations, right?

Associate Planner stated that is correct, a part of that moratorium, there was an exemption for fueling station proposals that came to us prior to that moratorium going into effect. So, this was one of those projects that actually had a pre-application, there was a plan for this prior to that moratorium. So that is why it is exempt from it.

Assistant Community Development Director Stater stated the moratorium is no longer in place. The City Council adopted new standards for vehicle fueling stations, and with that ended the moratorium.

Associate Planner Syed stated this specific project does incorporate per the moratorium the requirement for onsite Electric Vehicle (EV). It is compliant with what the new fueling station standards are and it also incorporates diesel truck fueling, which is something that we do not have at other locations in the city.

Commissioner Sutorus asked will you describe the truck routes?

Associate Planner Syed (pointing to the PowerPoint) the trucks will enter from Meines Court, and that is where they fuel up and they exit onto 5th Street.

Commissioner Sutorus asked if the truck route is Palm Avenue and 5th Street?

Associate Planner Syed stated trucks will go from 5th Street up Palm Avenue to Meines Court, enter the station and exit back onto 5th Street.

Assistant Community Development Director Stater stated they will have two options; they can go back north to Base Line, or they will be able to go south to 3rd Street.

Commissioner Miller stated when the moratorium came up, I had a question regarding supply and demand. We do have many gas stations in Highland, we just heard from an existing gas station owner who stated that volumes are down. With EV, volumes are going to continue to go down, I do not think any of us want to see a Condition 10 years from now, when we have a bunch of brownfields all over our city because we did not think about the future. This project does have the diesel element, there is going to be demand for that. After this project, I would really like to see before I would approve any additional projects, I would like to see a study performed to look at that supply and demand and into the future in order to rationalize any additional gas stations. We are really saturated and if we do not act, we are going to end up with a lot of brownfields in the future that are going to degrade our city.

Assistant Community Development Director Stater stated the City Council did require in the new code that talks about abandoned and converted vehicle fueling stations. When one ceases use that the landscaping has to be repaired, restoration of all the on-site finishes, and the ground surface; everything has to be removed.

Chair Hamerly stated in the parking analysis, there are four spaces that have been included in the parking total for the site that are usage stations. There are two EV charging stations and two vacuum stations which are usage spaces. Those do not qualify as parking

spaces because they are dedicated. For example, there are eight spaces at pumps, but you cannot allocate those towards onsite parking. How can be rationalized if there are dedicated usage spaces?

Associate Planner Syed stated the two EV charging spaces, those do not apply to the parking requirement for the convenience store because they are spaces number 21 and 22. There are twenty other spaces and two are vacuum stations. According to the calculation there are 18.5 spaces that were required, which rounds up to 19. If you eliminate the EV charging and your vacuum, you are at 18 so. If you are around the spot down, you get to 18. There is one space short.

Chair Hamerly stated it is important because both the Resolution and the Conditions of Approval use those figures and that it is not a conventional means of calculating parking on a site. If it is a dedicated use area, it is not a parking spot because it is set aside for a specific use, and you are not supposed to be there unless you are doing that activity. They have an adequate amount of parking given the usage of the site, but I do not want it to put into a resolution that the city is recognizing we have 22 spaces on site when we do not.

Applicant Viraj Harikrishna stated this is a family business that we are trying to invest in the City of Highland. This is our first project that we have done from the ground up, we have done a project in Jurupa Valley 5 years ago. We saw an opportunity in high-speed diesel stations because of the airport and warehouses close to this location as well as the demand. So, when we looked at the site, we saw an opportunity to capture that business, in addition, to create a regular gasoline business as well to serve both clients. We also wanted to put in a convenience, car wash and EV charging stations. Since there are so many warehouses close by, based on our analysis, there is a demand for fuel stations specifically for high-speed diesel, we ran studies with private consultants and the volume is there for us to invest in this business.

Chair Hamerly asked what is the capacity analysis for the high-speed diesel? How far into Meines Court and Palm Avenue do you foresee the queue extending?

Viraj Harikrishna stated from the analysis, we do not see many 18-wheel trucks that are going to be coming in. It is more of the cargo-based trucks that are hauling cargo. Our analysis is about two trucks that can be staggered.

Chair Hamerly stated given the length of those vehicles, there is not a lot of queuing space on the north edge of the site and Meines Court is a short segment. I am hard pressed to find a time of day when I do not see a substantial amount of truck traffic in that corridor. It is a really well-placed business in that area, but also because there is such a high volume of truck traffic that is only going to increase in the future. I think queuing analysis and circulation around this site is really critical.

Chair Hamerly opened the public hearing.

Public Speaker, Aysar Helo stated we need this in pHighland, they worked hard to get this site. I think they should be able to build it and it is a good site. I looked at this site years ago, and the former owner is very hard to deal with. I also dealt with the property across street, which is the Mobile location, and we had a CUP approval. With our new friends, welcome to Highland. Thank you.

Chair Hamerly stated regarding the CUP section, attachment four, it specifically addresses the parking spaces, so please address that.

Assistant Community Development Director Stater stated ok, we will amend Condition #4 and any other reference.

Chair Hamerly stated Condition #16 stated it would come back to the Planning Commission for review for the on-site signage, the corner statement given the side angles and already have monument signs. The features listed are stones, wrought iron accents and City of Highland logos/scripture. Is the city looking for a built element or an enhanced landscape feature?

Assistant Community Development Director Stater stated both, but this specifically refers to a built element.

Chair Hamerly stated moving to Design Review Application (DRA), site plan. Regarding the queuing issue I have is exiting of the site for the trucks. If the trucks are 80 feet long and it is very difficult to get to the intersection because of the back up at the streetlight. If there is one truck that's waiting to exit southbound and make a westbound turn onto 5th Street, they could be waiting for a while. For example, if there is a truck waiting to exit onto 5th Street, next would go to Palm Avenue and then make a loop all the way around to get to the fueling canopy for gas. Will there be directional arrows on site pointing when they are fueling?

Applicants Representative Greg Hahn stated the traffic of the queuing at the canopy is figured out after a period of time. There is almost 100 feet or 80 feet, roughly between the canopy and there's plenty of maneuvering room.

Commissioner Miller asked if there's adequate room for trucks to use the entrance off of Palm Avenue to access the high diesel area?

Chair Hamerly stated the trucks have to enter Meines Court in order to make the canopy. Is there a median being proposed?

Senior Engineer Booth stated there is not a median proposed on Palm Avenue, but there is one proposed on 5th Street.

Vice Chair Thomas asked when is that median going to be constructed?

Senior Engineer Booth stated it is under construction currently.

Commissioner Miller stated Water Quality Basins, the swell guard inlets at the outlet of those basins and the system is a pretreatment device that treats the water before introducing it into the water quality basin. Do you know what the rationale was to provide the pretreatment at the outlet of the basin as opposed to treating it before it comes into basin?

Senior Engineer Booth stated that is a good point, usually the outflow is a little bit sensitive because that accounts for those overflows. Sometimes if those items are not maintained then they can cause flooding and that needs to be considered. For the conceptual approval that was not an issue, however for final engineering it needs to be considered

especially with the condition if those are not maintained, clogged or, basins overflow it is going to be messy and a bigger problem to deal with than the water quality aspects.

Chair Hamerly stated moving on to building exterior color exhibits.

Vice Chair Thomas asked are there other buildings nearby that have the same color scheme proposed?

Associate Planner Syed stated most of the buildings in this area are of the tan taupe color scheme, the ARCO that is across the street is a desert sand, most are very desert type colors.

Chair Hamerly stated the scheme is very specific, so if the tentative fueling partner is going to be known at the time when the sign program comes in and the branding would occur, it would be appropriate to defer the actual color palette and handle that all at once. Were there any comments on the composition massing of the structure itself?

Vice Chair Thomas suggested installing decorative items above the windows.

Greg Hahn stated yes, we can do that.

Chair Hamerly stated the motion tonight, it will include DRA approval, however, can the motion or the findings be modified to require bringing the signage back and include the color palette by reference in the CUP?

Assistant Community Development Director Stater stated on page 211, Condition #16 keep the first two sentences as is and where it starts final design for signage, state "Prior to issuance of a grading or building permit, the applicant shall submit a revised building elevation for the south side on-site circulation plan, color palette and materials board, including identification of gasoline tenant and corporate branding."

Chair Hamerly closed the public hearing.

A MOTION was made by Commissioner Sutorus and seconded by Vice Chair Thomas to:

1. Adopt Resolution No. 2023-009 certifying the Mitigated Negative Declaration (ENV 23-002), and direct Staff to file a Notice of Determination with the County Clerk of the Board;

2. Adopt Resolution No. 2023-010 approving General Plan Amendment (GPA 22-001) to change the land use of the site from Industrial (I) to Business Park (BP), subject to the Findings of Fact;

3. Introduce Ordinance No.2023-011 approving Zone Change (ZC 22-001) to change the zoning designation of the site from Industrial (I) to Business Park (BP), subject to the Findings of Fact;

4. Adopt Resolution No. 2023-012 approving Conditional Use Permit (CUP 22-008) for the development of a vehicle fueling

station, convenience store, and carwash, subject to the Conditions of Approval and the Findings of Fact as modified; and

5. Adopt Resolution No. 2023-013 approving Design Review Application (DRA 21-019) for the project's Site Plan, Building Elevations, Grading Plan and Conceptual Landscape Plan, subject to the Conditions of Approval and the Findings of Fact as modified; and

6. Adopt Resolution No. 2023-014 approving Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) existing lots into one (1), subject to the Conditions of Approval and the Findings of Fact. Motion carried, 5-0.

RESOLUTION NO. 2023-009

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, RECOMMENDING THE CITY COUNCIL CERTIFY MITIGATED NEGATIVE DECLARATION (ENV 23-002) AND ADOPT A MITIGATION MONITORING AND REPORTING PROGRAMFOR THE DEVELOPMENT OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE ON APPROXIMATELY 1.9 ACRES AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE CONDITIONAL USE PERMIT (CUP 22-008), DESIGN REVIEW APPLICATION (DRA 21-019), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), GENERAL PLAN AMENDMENT (GPA 22-001) AND ZONE CHANGE (ZC 22-001).

RESOLUTION NO. 2023-010

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION APPROVING GENERAL PLAN AMANDMENT (GPA 22-001) TO CHANGE THE LAND USE OF SEVEN (7) SUBJECT PARCELS FROM INDUSTRIAL (I) TO BUSINESS PARK (BP) FOR A DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE CONDITIONAL USE PERMIT (CUP 22-008), DESIGN REVIEW APPLICATION (DRA 21-019), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), AND ZONE CHANGE (ZC 22-001).

RESOLUTION NO. 2023-011

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, RECOMMENDING THE CITY COUNCIL INTRODUCE AN ORDINANCE APPROVING ZONE CHANGE (GPA 22-001) TO CHANGE THE ZONING DESIGNATION OF SEVEN (7) SUBJECT PARCELS FROM INDUSTRIAL (I) TO BUSINESS PARK (BP) FOR A DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE

(3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE CONDITIONAL USE PERMIT (CUP 22-008), DESIGN REVIEW APPLICATION (DRA 21-019), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), AND GENERAL PLAN AMENDMENT (GPA 22-001).

RESOLUTION NO. 2023-012

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE CONDITIONAL USE PERMIT (CUP 22-008) FOR A DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE DESIGN REVIEW APPLICATION (DRA 21-019), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), GENERAL PLAN AMENDMENT (GPA 22-001), AND ZONE CHANGE (ZC 22-001).

RESOLUTION NO. 2023-013

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE DESIGN REVIEW APPLICATION (DRA 21-019) FOR THE SITE PLAN, BUILDING ELEVATIONS, ROUGH GRADING PLAN AND CONCEPTUAL LANDSCAPE PLAN PERTINING TO THE DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE CONDITIONAL USE PERMIT (CUP 22-008), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), GENERAL PLAN AMENDMENT (GPA 22-001), AND ZONE CHANGE (ZC 22-001).

RESOLUTION NO. 2023-014

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HIGHLAND, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006) TO MERGE SEVEN (7) EXISTING PARCELS INTO ONE (1) PARCEL IN ASSOCIATION WITH CONDITIONAL USE PERMIT (CUP 22-008), DESIGN REVIEW APPLICATION (DRA 21-019), GENERAL PLAN AMENDMENT (GPA 22-001), AND ZONE CHANGE (ZC 22-001) TO DEVELOP A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET.

4. Review of the City's 2022 General Plan Implementation and Housing Element Annual Reports in accordance with Government Code Sections 65400 and 65588.

Assistant Community Development Director Stater presented the staff report.

Commissioner Amaya asked when the Airport Gateway Specific Plan will be completed?

Assistant Community Development Director Stater replied hopefully someone late summer in 2023.

Chair Hamerly stated the Accessory Dwelling Units (ADU's) were being allocated for low, but they are not extending it to very low.

Assistant Community Development Director Stater stated the state asks us to report planning entitlements, which falls under planning division, which our Planning Technician does the daily ADU's. The state asks us to report everything we do in the calendar year through planning and secondarily they ask Building and Safety to report when is a permit pulled, and did it commence construction? There are four things that we have to report and when planning first gets it, we do not have evaluation, we estimate it.

Commissioner Amaya asked is the city going to build affordable income housing /transitional housing in the city?

Assistant Community Development Director Stater stated yes, we will soon build an 89 unit south of Jeffrey Court on Central Avenue and those will be income restricted and senior living.

A MOTION was made by Commissioner Amaya and seconded by Vice Chair Thomas to receive and file the 2022 General Plan and Housing Element Annual Reports. Motion carried, 5-0.

ANNOUNCEMENTS

The next regular meeting is scheduled for April 4, 2023.

ADJOURN

There being no further business, Chair Hamerly declared the meeting adjourned at 8:06 p.m.

Submitted by:

Camille Goritz, Administrative Assistant III
Community Development Department

Approved by:

Randall Hamerly, Chair
Planning Commission

Attachment 2:

Resolution No. 2023-____ certifying Mitigated Negative Declaration (ENV 22-004)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE HIGHLAND CITY COUNCIL CERTIFYING MITIGATED NEGATIVE DECLARATION (ENV 23-002) AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAMFOR THE DEVELOPMENT OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE ON APPROXIMATELY 1.9 ACRES AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE CONDITIONAL USE PERMIT (CUP 22-008), DESIGN REVIEW APPLICATION (DRA 21-019), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), GENERAL PLAN AMENDMENT (GPA 22-001) AND ZONE CHANGE (ZC 22-001).

ASSESSOR'S PARCEL NUMBERS:

1201-301-14, -15, -19, and 1201-311-02, -03, -04, -05

APPLICANT: HARIKRISHNA GAS, INC.

A. RECITALS

1. On October 10, 2022, the Applicant submitted applications for Conditional Use Permit (CUP 22-008) for a development consisting of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store at the northeast corner of Palm Avenue and 5th Street. Related entitlements include Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) existing lots into one (1), General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to change the land use and zoning designation from Industrial (I) to Business Park (BP), and Design Review Application (DRA 21-019) for a site plan, building elevations, conceptual landscape plan, grading plan.

2. Pursuant to the provision of the California Environmental Quality Act (CEQA) and State and Local CEQA Guidelines, the City of Highland is the Lead Agency, and is charged with the responsibility of deciding whether or not to approve the proposed Project.

3. The Initial Study prepared for the Project was made available for public review from February 6, 2023 to March 8, 2023.

4. The Initial Study finds that either no impact or less than significant impacts would be associated with the issues of Aesthetics, Agricultural and Forestry Resources, Energy, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population/Housing, Public Services, and Recreation, Transportation and Traffic, Wildfire, and Utilities and Services Systems

5. The Initial Study also finds that the potential impacts to air quality, biological resources, tribal/cultural resources, noise, as well as geology and soils require the implementation of mitigation measures to reduce impacts to a less than significant level. Thus, a Mitigated Negative Declaration is the appropriate document for this project.

6. On March 21, 2023, the Planning Commission of the City of Highland, conducted a Public Hearing on the subject Project, concluded the Hearing on that date, and adopted Resolution No. 23-009, recommending the City Council certify the Initial Study/Mitigated Negative Declaration and adopt the Mitigation Monitoring and Reporting Program.

7. On May 9, 2023, the Highland City Council conducted a Public Hearing on the subject Project and concluded the Hearing on that date.

8. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined and resolved by the Highland City Council as follows:

Section 1. The Highland City Council finds that all of the facts set forth in the Recitals, Part "A" of this Resolution, are true and correct.

Section 2. Based upon substantial evidence presented to the Highland City Council during the May 9, 2023, Public Hearing, including public testimony and written and oral Staff Reports, the Highland City Council finds as follows:

a. All necessary Public Meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland.

Section 3 The Highland City Council certifies the Mitigated Negative Declaration (ENV 23-002) and adopts a Mitigation Monitoring and Reporting Program, both of which are attached hereto and incorporated herein by reference.

Exhibit 1 includes the Final Initial Study/Mitigated Negative Declaration

Exhibit 2 includes the Mitigation Monitoring and Reporting Program

C. ADOPTION OF RESOLUTION.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, **APPROVED** and **ADOPTED** this 9th day of May, 2023

_____
Larry McCallon, Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Maricela E. Marroquin
City Attorney

Exhibit 1:

Final Initial Study/Mitigated Negative Declaration

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

FOR THE

HARIKRISHNA COMMERCIAL/RETAIL DEVELOPMENT PROJECT

Prepared for:

City of Highland
27215 Base Line
Highland, California 92346

Prepared by:

Matthew Fagan Consulting Services, Inc.
42011 Avenida Vista Ladera
Temecula, California 92591

In association with:

Tom Dodson & Associates
2150 N. Arrowhead Avenue
San Bernardino, California 92405

January 2023

TABLE OF CONTENTS

Introduction 1

Environmental Factors Potentially Affected 6

Determination 7

Evaluation of Environmental Impacts 8

I. Aesthetics 10
II. Agricultural and Forestry Resources 13
III. Air Quality 15
IV. Biological Resources 35
V. Cultural Resources 42
VI. Energy 44
VII. Geology and Soils 47
VIII. Greenhouse Gas Emissions 52
IX. Hazards and Hazardous Materials 58
X. Hydrology and Water Quality 62
XI. Land Use and Planning 66
XII. Mineral Resources 67
XIII. Noise 68
XIV. Population and Housing 75
XV. Public Services 76
XVI. Recreation 78
XVII. Transportation / Traffic 79
XVIII. Tribal Cultural Resources 83
XIX. Utilities and Service Systems 85
XX. Wildfire 89
XXI. Mandatory Findings of Significance 90

Summary of Mitigation Measures 92

References 98

APPENDICES (provided electronically)

Appendix 1 – Architectural Plans
Appendix 2 – Landscape Plans
Appendix 3 – Grading Plans
Appendix 4 – Air Quality / GHG Analyses
Appendix 5 – IPac / CNDDB
Appendix 6 – Cultural Resources
Appendix 7a – Geotechnical Evaluation
Appendix 7b – Paleontological Assessment
Appendix 8 – Phase I ESA
Appendix 9a – Infiltration Testing
Appendix 9b – WQMP
Appendix 10 – Trip Generation & VMT Screening

PHOTOS

Photo 1 Overview of the Project, Facing Southeast 2
Photo 2 Overview of the Project, Facing Northwest 2
Photo 3 Overview of the Project and Fenced Yard, Facing Southwest 3
Photo 4 Overview of the Fenced Yard in the Northeast Portion of the Project, Facing Northwest 3

FIGURES (at end of document)

Figure 1 Regional Location
Figure 2 Site Location
Figure 3 Site Plan
Figure 4 Convenience Store Floor Plan

Figure I-1 Photometric Graphics

Figure II-1 Agricultural Resources

Figure IV-1 AGSP Planning Area
Figure IV-2 Critical Habitat within AGSP
Figure IV-3 Vegetation within AGSP
Figure IV-4 SBKR Habitat Patch within AGSP

Figure VII-1 Alquist-Priolo Earthquake Fault Zones
Figure VII-2 Liquefaction & Landslides
Figure VII-3 Geologic Hazard Overlays

Figure IX-1 GeoTracker, pg1
Figure IX-2 GeoTracker, pg2
Figure IX-3 GeoTracker, pg3
Figure IX-4 SBIA Influence Area Map
Figure IX-5 Fire Hazards and Safety Overlay Areas

Figure X-1 San Bernardino County Flood Hazards
Figure X-2 City of Highland Flood Hazards

Figure XIII-1 Airport Noise Contours 2019
Figure XIII-2 Airport Noise Contours 2024
Figure XIII-3 Future Roadway Noise Hazards

Figure XVII-1 VMT Screening

Figure XX-1 CALFIRE Fire Hazard Severity Zones

TABLES

Table 1	Parking Summary	4
Table 2	Parking Stall Summary	4
Table III-1	Ambient Air Quality Standards	17
Table III-2	Health Effects of Major Criteria Pollutants	19
Table III-3	Air Quality Monitoring Summary (2019-2021)	20
Table III-4	Comparison of Emissions by Major Source Category from 2012 AQMP	24
Table III-5	Daily Emissions Thresholds	24
Table III-6	LST and Project Emissions – Construction & Operational	25
Table III-7	Construction-Related Regional Criteria Pollutant Emissions	27
Table III-8	Operational Criteria Pollutant Emissions	28
Table III-9	LST and Project Emissions – Onsite Emissions	31
Table VIII-1	Project Greenhouse Gas Annual Emissions	53
Table VIII-2	2017 Scoping Plan Consistency Summary	54
Table XIII-1	City of Highland Interior Noise Standards	69
Table XIII-2	City of Highland Exterior Noise Standards	70
Table XIII-3	Noise Levels of Construction Equipment at 25, 50 and 100 Feet from the Source	73

EXHIBITS

Exhibit XIII-1	Land Use Compatibility for Community Noise Exposure	70
Exhibit XIII-2	Interior and Exterior Noise Standards	71

LIST OF ABBREVIATIONS AND ACROYNMS

AAQS	Ambient Air Quality Standards
AB	Assembly Bill
AF	acre-feet
AFD	acre-feet per day
AFY or afy	acre-feet per year
ADT	Average Daily Traffic
AGSP	Airport Gateway Specific Plan
AIA	Airport Influence Area
amsl	above mean sea level
APE	Area of Potential Effect
APN	Assessor Parcel Number
AQMD	Air Quality Management District
AQMP	Air Quality Management Plan
BCC	Birds of Conservation Concern
BMPs	Best Management Practices
BP	Business Park
BUOW	burrowing owl
C&D	construction and demolition
CAA	Clean Air Act
CAAQS	Clean Air Act Quality Standards
CAGN	California gnatcatcher
CalEEMod	California Emissions Estimator Model
CALFIRE	California Department of Forestry and Fire Protection
CALGreen	California Green Building Standards Code
CalRecycle	California Department of Resources Recycling and Recovery
CalSTA	California State Transportation Authority
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBB	Crotch's bumble bee
CBC	California Building Code
CCAA	California Clean Air Act
CCAR	California Climate Action Reserve
CCR	California Code of Regulation
CDF	California Department of Forestry & Fire Protection
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CESA	California Environmental Site Assessment
CFR	Code of Federal Regulation
CH	Critical Habitat
CNDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level

CO	Carbon Monoxide
CPUC	California Public Utility Commission
CRECs	controlled-recognized environmental conditions
CUP	Conditional Use Permit
dB	decibel
dBA	A-weighted decibel
DPM	diesel particulate matter
DRA	Design Review Application
EIR	Environmental Impact Report
EMFAC	EMissions FACtor model
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
EV	Electric Vehicle
EVWD	East Valley Water District
FAA	Federal Aviation Administration
FTA	Federal Transit Administration
GCC	Global Climate Change
GHG	Greenhouse Gas
GP	General Plan
GPA	General Plan Amendment
GSA	Groundwater Sustainability Agencies
HAP	hazardous air pollutants
HRA	Health Risk Assessment
HRECs	historical-recognized environmental conditions
IEPR	Integrated Energy Policy Report
IPaC	Information Planning and Consultation System
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IVDA	Inland Valley Development Agency
LBP	lead-based paint
LBVI	least Bell's vireo
LID	Low Impact Development
LOS	Level of Service
LRA	Local Responsibility Area
LST	Localized Significance Threshold
LUST	Leading Underground Storage Tank
MBTA	Migratory Bird Treaty Act
MCLs	maximum contaminant levels
MMRP	Mitigation Monitoring and Reporting Program
MRZ	Mineral Resources Zone
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NO_2	Nitrogen Dioxide
NOx	Nitrogen Oxide
NPDES	National Pollution Discharged Elimination System
O_3	Ozone

OPR	Office of Planning and Research
OSHA	Occupational Safety and Health Administration
PM	Particulate Matter
Pb	Lead
PCE	primary constituent elements
PM_{10}	particulate matter less than 10 microns
$PM_{2.5}$	particulate matter less than 2.5 microns
PPV	peak particle velocity
RAFSS	Riversidean alluvial fan sage scrub
RCRA	Resource Conservation and Recovery Act
RECs	recognized environmental conditions
ROG	Reactive Organic Gases
ROW	Right-of-Way
RPS	California's Renewable Portfolio Standard
RWQCB	Regional Water Quality Control Board
SASU	Santa Ana sucker
SB	Senate Bill
SBBM	San Bernardino Base Meridian
SBCTA	San Bernardino County Transit Authority
SBIA	San Bernardino International Airport
SBKR	San Bernardino kangaroo rat
SBCTA	San Bernardino County Transportation Authority
SBCUSD	San Bernardino City Unified School District
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCE	Southern California Edison
SGMA	Sustainable Groundwater Management Act
SNRC	Sterling Natural Resource Center
SO_2	Sulfur Dioxide
SR	State Route
SRA	State Responsibility Area
SSC	Species of Special Concern
SSMP	Sewer System Master Plan
SWP	State Water Project
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
SWWF	southwestern willow flycatcher
TACs	Toxic Air Contaminants
TCR	Tribal Cultural Resources
TEA-21	The Transportation Equity Act for the 21st Century
TG	Trip Generation
TPA	Transit Priority Area
TPM	Tentative Parcel Map
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey

UST	Underground Storage Tank
UWMP	Urban Water Management Plan
VdB	vibration decibel
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compounds
WQMP	Water Quality Management Plan
WSMP	Water Supply Master Plan
WRP	Water Reclamation Plant
YBCU	yellow-billed cuckoo
YSMN	Yuhaaviatam of San Manuel Nation
ZC	Zone Change

This page left intentionally blank for pagination purposes.

ENVIRONMENTAL CHECKLIST FORM

INTRODUCTION

1. Project Title: Harikrishna Commercial/Retail Development Project

2. Lead Agency Name: City of Highland
   Address: 27215 Base Line, Highland, CA 92346

3. Contact Person: Kim Stater, Assistant Community Development Director
   Phone Number: (909) 864-8732, x 204
   Email: kstater@cityofhighland.org

4. Project Location: The project site is located at the northeast corner of Palm Avenue and West 5th Street in the City of Highland. The project is located within the USGS Topo 7.5-minute map for Redlands, San Bernardino Meridian (SBBM), and is located in Section 4, Township 1 South and Range 2 West. The approximate GPS coordinates of the project site are 34.108397, -117.208315. Refer to Figures 1 and 2 for the regional and site location maps.

5. Project Sponsor Name: Harikrishna Gas, Inc.
   Address: 8202 Bella Vista Drive, Rancho Cucamonga, CA 91701

6. General Plan Designation: I – Industrial; Proposed: BP – Business Park

7. Zoning: I – Industrial; Proposed: BP – Business Park

8. Project Description:

Introduction

Harikrishna Gas, Inc. proposes to develop the Harikrishna Commercial/Retail Development Project ("project") and the City of Highland (City) will consider entitlements for the development of a gas station, carwash, and convenience store on the northeast corner of Palm Avenue and 5th Street in the City of Highland. The purpose of the project is to provide additional options for car and truck fueling, convenience shopping, sundry items, car wash facility, as well as a variety of household products to an underserved area that experiences a high volume of traffic from employees working in the area, as well as truck traffic generated by nearby logistics centers.

Project Entitlements

The following entitlements from the City of Highland are required to facilitate development of the Harikrishna Commercial/Retail Development Project:

- Conditional Use Permit (CUP 22-008)
- Design Review Application (DRA 22-010)
- General Plan Amendment (GPA 22-001)
- Tentative Parcel Map No. 19209 (TPM 22-006)
- Zone Change (ZC 22-001)

The project also requires the consolidation of the following assessor's parcel numbers (APNs): 1201-311-02, 1201-311-03, 1201-311-04, 1201-311-05, 1201-301-14, 1201-301-15, and 1201-301-19.

Existing Setting

The property has been previously cleared and appears to have been graded. Thus, the project site is mostly vacant, consisting of compacted dirt surface with scattered trash and debris throughout the site. There is a fenced storage yard noted in the northeastern corner of the property, on one of the seven parcels within which the project is proposed that has been in place since 2007. This fenced in area remains on the property. However, the area is no longer being utilized for the storage or parking of equipment. Please refer to the Photos shown below.



Photo 1: OVERVIEW OF THE PROJECT, FACING SOUTHEAST



Photo 2: OVERVIEW OF THE PROJECT, FACING NORTHWEST



Photo 3: OVERVIEW OF THE PROJECT AND FENCED YARD, FACING SOUTHWEST



Photo 4: OVERVIEW OF THE FENCED YARD IN THE NORTHEAST PORTION OF PROJECT, FACING NORTHWEST

Project Description

The approximately 1.9-acre site is located in Highland, California, which is located within San Bernardino County. It is comprised of seven parcels, listed under Project Entitlements, above, and the site is located on northeast corner of Palm Avenue and 5th Street in the City of Highland.

The proposed site will be developed with a 6-fuel pump canopy, 4,042 square feet (SF) in size, a 3 high speed diesel fuel pump canopy 2,520 SF in size, a 1,387 SF car wash adjacent to a 4,620 SF convenience store, with an additional 176 SF trash enclosure as shown on the site plan provided as Figure 3, which will make up the Harikrishna Commercial/Retail Development Project. The site plan is provided as Figure 3 to this Initial Study. A convenience store and car wash floor

plan is provided as Figure 4. The entire plan set for the project, which depicts the elevations and floor plans for the fuel pumps, trash enclosure, and convenience store and car wash is provided as Appendix 1 to this Initial Study.

The entrances to the site will be located at 5th Street, Palm Avenue, and through the cul-de-sac at Meines Court as shown on Figure 3. It is anticipated that the gas station, convenience store, and carwash will employ a total of about 15 persons.

A summary of the parking for the entire site is shown in Table 1 below:

Table 1
PARKING SUMMARY

Project Component	Building SF	Ratio of Parking Required	Required by the Project	Provided
Convenience Store	4,620 SF	4 Space per 1,000 SF	19	23

The project will provide various types of parking stalls as follows in Table 2:

Table 2
PARKING STALL SUMMARY

Stall Type	Stall Size	Stalls Provided
Regular Stall	9 x 19	18 Stalls
Accessible Stall	14x19	1 Stall
Electric Vehicle Stall	10 x 22	2 Stalls
Vacuum (for Car Wash use)	-	2 Stalls
Bicycle Stalls	-	5 Proposed

As demonstrated in Tables 1 and 2 above, the proposed Harikrishna Commercial/Retail Development Project will have ample parking above and beyond the amount of parking required by the City.

The Landscape Plan for the proposed project is provided as Appendix 2 to this Initial Study. and includes a mixture of trees, shrubs, and ground cover that are drought resistant and meet the City of Highland standards. The project site will have landscaping around the perimeter that will screen the site from the surrounding roadways and development. Landscaping will account for about 29% of the entire site, which is greater than that which is required by the City of Highland Municipal Code.

Utilities will be provided as follows:

- Water: East Valley Water District
- Gas: Southern California Gas Company
- Electric: Southern California Edison
- Sewer: East Valley Water District
- Trash: Burrtec

Construction Scenario

Construction of the proposed Harikrishna Commercial/Retail Development Project is anticipated to require approximately 10 to 11 months, with the anticipated start date of construction in Spring of 2023 and the completion date by the Winter of 2024. The project site is mostly vacant, and development of the site would require demolition and removal of the fencing that formerly enclosed the equipment storage use contained within one of the 7 parcels that make up the site (refer to Figure 2, which depicts the aerial of the project site). Demolition and site clearing is anticipated to require less than a week. The remainder of construction will entail site preparation (for a duration of less than a week), paving (for a duration of less than a week), construction of buildings (for a duration of about 200 days), paving (for a duration of about 10 days), and architectural coatings (for a duration of about 10 days). The project is anticipated to require minimal cut and fill with any cut being reused to balance of the site through grading, which will minimize import/export of material. The proposed project will install underground storage tanks to support the fueling stations, which will require some excavation, but it is anticipated that the site will balance. Development of the Harikrishna Commercial/Retail Development Project will require installation of pavement, curbing and sidewalk throughout the site as shown on the Preliminary Grading Plans (Appendix 3). Additionally, the project will require installation of water quality management basins at several locations within the project site, in addition to other water quality control measures (Figure 3). Delivery of construction supplies and removal of any excavated materials, if necessary, will be accomplished using trucks during normal working hours, with a maximum of 45 round trips per day. It is anticipated that a maximum number of 32 employees will be required to support the construction of the project each day. Grading will be by traditional mechanized grading and compaction equipment. Equipment utilized will be traditional site development equipment of front-end graders, vibratory compactors, petroleum powered fork lifts, and various hand tools traditional to commercial construction.

9. Surrounding land uses and setting: (Briefly describe the project's surroundings)

The project site is located within an industrial corridor within the City of Highland. Due to the small size of nearby parcels, many small industrial and commercial serving uses are located in the area surrounding the project site.

- Immediately to the west of the site, the land use is Business Park, and the site hosts a Farmer Boys drive-thru. Further west, the land use is Industrial.

- Immediately to the north of the site, the land use is Industrial and is partially vacant with the site partially serving a manufacturing use. Further north, the land use is also Industrial, in addition to the City Creek Bypass channel.

- Immediately to the east of the site, the land use is Industrial and serves as Matheson Trucking. Further east, the land use is Industrial and the State Route (SR) 210.

- Immediately to the south of the site, the land use is Business Park, and the site presently serves as an Arco gas station facility with a car wash, convenience store, and restaurant. Further south, the land use is Industrial, in addition to the City Creek.

10. Other agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)

    - State Water Resource Control Board
    - South Coast Air Quality Management District
    - Santa Ana Regional Water Quality Control Board
    - San Bernardino County Fire Department,
    - City of Highland Code Enforcement and Department of Public Works, and
    - Any other responsible agency that may have discretionary authority over all or a portion of the project.

11. Have California Native American tribes traditionally and cultural affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

AB 52 has been conducted. Consultation was requested by the Yuhaaviatam of San Manuel Nation (YSMN or Nation) (formerly known as the San Manuel Band of Mission Indians) on December 7, 2022. The Nation has requested that several mitigation measures intended to protect tribal cultural resources be adopted as part of the proposed project. These are included under Subchapters V, Cultural Resources, and XVIII, Tribal Cultural Resources.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☒ Aesthetics	☐ Agriculture and Forestry Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☒ Energy
☒ Geology / Soils	☐ Greenhouse Gas Emissions	☒ Hazards & Hazardous Materials
☒ Hydrology & Water Quality	☐ Land Use / Planning	☐ Mineral Resources
☒ Noise	☐ Population / Housing	☐ Public Services
☐ Recreation	☒ Transportation	☒ Tribal Cultural Resources
☐ Utilities / Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

☐	The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☒	Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☐	Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Prepared by _____ Date _____

Lead Agency (signature) _____ Date _____

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
I. AESTHETICS: Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☒	☐	☐
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning or other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☒	☐	☐

SUBSTANTIATION

a. *Less Than Significant Impact* – Adverse impacts to scenic vistas can occur in one of two ways. First, an area itself may contain existing scenic vistas that would be altered by new development. A field review of the project area determined that there are no scenic vistas located internally within the area proposed for the development of the Harikrishna Commercial/Retail Development Project. Refer to Photos 1 through 4 in the project description that substantiate this finding. Therefore, the development of the project is not expected to impact any important scenic vistas within the project area. A review of the project site clearly indicates that it is not protected by General Plan Goal 2.7 or Policy 4 as the site does not contain any of the scenic values identified in this goal or policy.

A scenic vista impact can also occur when a scenic vista can be viewed from the project area or immediate vicinity and a proposed development may interfere with the view to a scenic vista. To the north of the project area the main ridge of the San Bernardino Mountains extends generally from Cajon Pass on the west to Running Springs on the east. To the east is the continuation of the San Bernardino Mountains that extend from Running Springs to Mt. San Bernardino and Mt. San Gorgonio. Only minimal views exist to the Santa Ana River floodplain and City Creek exist from the project area due to the level topography and lack of visual access from the project site. The City of Highland General Plan indicates that views of the San Bernardino Mountains and stretches of open space along City Creek and the Santa Ana River are very important to creating and maintaining a sense of community in Highland. The project is located north of the Santa Ana River and generally to the west of City Creek in an industrial/business park corridor along both Palm and 5th Streets. Furthermore, the project will develop one-story facilities, including a fuel and diesel station, convenience store, and car wash structures on the project site that will not cause any significant adverse impacts to views of the areas identified above. The project site is currently vacant, containing compacted dirt, and a fenced area containing no weeds and grass due to past clearing. The proposed use of this site would be similar to the adjacent gas station to the south of the project at the same intersection. Given that no identified significant scenic vistas occur across the projects—as the project location and height of the proposed new structures are outside of roadway alignments (which provide some north-south and east-west views of the San Bernardino Mountains and various hills that surround the City), implementation of the proposed development is not expected to cause any substantial effects on any important scenic vistas. With implementation of the proposed landscape

plan to soften the views to the site, this potential impact is considered a less than significant adverse aesthetic impact. No mitigation is required.

b. *Less Than Significant With Mitigation Incorporated* – The project site does not contain any scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway corridor. According to the City of Highland General Plan, the majority of designated scenic highways are located in the mountain region to the north and east of the City. The project footprint includes several trees, which will require removal as a result of the proposed project. The City of Highland does have a tree ordinance that protects trees. This ordinance—19.28.100—states that "In the event that more than 5 trees are to be cut down, uprooted, destroyed, or removed within a 36-month period, a permit shall first be issued by the Department" (Community Development). The proposed project may remove more than 5 trees, and should this occur, the City will require a permit to remove these trees. The following mitigation measure will ensure that a permit is received prior to the commencement of construction:

AES-1 The Applicant shall obtain a tree removal permit from the Highland Community Development Department should development of the project site require the removal of 5 or more trees. Construction shall not commence until this permit is obtained from the City.

No other scenic resources have been identified on the site. Therefore, with the implementation of mitigation to ensure that visual impacts to trees on site are minimized and the landscape plan is fully implemented, the project would have a less than significant potential to substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.

c. *Less Than Significant Impact* – The proposed Harikrishna Commercial/Retail Development Project is located within an urbanized area. The project site is an undeveloped lot at a major intersection located in a developed area. However, as previously stated, the adjacent property to the south, is a similar use—a gas station and convenience store, and as such, the visual character of the proposed development would be similar to surrounding uses. The project will include landscaping as required by the City for Business Park uses, which will ensure that the site development does not degrade the visual character of the site or the area. Furthermore, the project would not develop structures greater than 22 feet in height, and as such, public views of the site to surrounding vistas would be limited, and as previously stated, development of the site would be consistent with the character of the corridor within which the project will be developed. By developing this vacant site in accordance with City design guidelines for Business Park uses and in accordance with site development plans, the visual character of this site and its surroundings will be enhanced. Thus, with the design elements incorporated into the project, implementation of the City's design standards will mitigate the potential aesthetic impacts to a less than significant level.

d. *Less Than Significant With Mitigation Incorporated* – The implementation of the proposed project will create new sources of light during the operational phases of the project. Existing sources of light in the project area include streetlights, headlights and lighting from the adjacent roadways, lighting from the nearby airport, and lighting from adjacent industrial, commercial, and limited local residential uses. Light and glare from interior and exterior building lighting, safety and security slighting, and vehicular traffic accessing the site will occur once the site is in operation. The Harikrishna Commercial/Retail Development Project would be developed in accordance with City requirements for the Business Park zoning classification. Refer to the to the Photometric Graphic in Figure I-1. Adherence to the City's Zoning Code would ensure that any building or parking lighting would not significantly impact adjacent uses which are all industrial or business park in use. The Harikrishna Commercial/Retail Development Project will require lighting, both exterior and interior; the greatest source of lighting within the project site would be the gas and truck fueling stations. This will introduce a new source of light and glare into the project area. To ensure that light or glare (particularly off of structures with glass exteriors) does not result in intrusive lighting or glare to existing structures or persons in the project area, the following mitigation measure will be implemented:

AES-2 ***Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation, light configuration, or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Highland shall be implemented to eliminate glare impacts.***

With the implementation of mitigation measure **AES-2**, the proposed Harikrishna Commercial/Retail Development Project would have a less than significant potential to create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

SUBSTANTIATION

a. *No Impact* – The Harikrishna Commercial/Retail Development Project is in an area that is urbanized. Neither the project site nor the adjacent and surrounding properties are designated for agricultural use; no agricultural activities exist in the project area; and there is no potential for impact to any agricultural uses or values as a result of project implementation. According to the maps prepared for the San Bernardino Countywide Plan pursuant to the California Department of Conservation's California Important Farmland Finder as Farmland of Local Importance, no prime farmland, unique farmland, or farmland of statewide importance exists within the vicinity of the proposed project (Figure II-1). No adverse impact to any agricultural resources would occur from implementing the proposed project. No mitigation is required.

b. *No Impact* – There are no agricultural uses currently on the project site or on adjacent properties. The project site is zoned for I – Industrial and the proposed zoning is BP – Business Park and the

General Plan land use designation is I – Industrial and the proposed land use is BP – Business Park. No potential exists for a conflict between the proposed project and agricultural zoning or Williamson Act contracts within the project area. No mitigation is required.

c. *No Impact* – Please refer to issues II(a) and II(b) above. The project site is in an urbanized area and neither the land use designation nor zoning classification supports forest land or timberland uses or designations. No potential exists for a conflict between the proposed project and forest/timberland zoning. No mitigation is required.

d. *No Impact* – There are no forest lands within the project area, which is because the project area is urbanized. No potential for loss of forest land would occur if the project is implemented. No mitigation is required.

e. *No Impact* – Because the project site and surrounding area do not support either agricultural or forestry uses and, furthermore, because the project site and environs are not designated for such uses, implementation of the proposed project would not cause or result in the conversion of farmland or forest land to alternative use. No adverse impact would occur. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

SUBSTANTIATION: The following information utilized in this section was obtained from the technical study *"Air Quality and Greenhouse Gas Study Harikrishna Gas Station and Carwash Project, City of Highland, CA"* prepared by Entech Consulting Group dated November 2022, and provided as Appendix 4 to this document.

Background

Atmospheric Setting
Regional: The project site is located within the southwestern portion of San Bernardino County, which is part of the South Coast Air Basin (Air Basin) that includes the non-desert portions of Riverside, San Bernardino, and Los Angeles Counties and all of all of Orange County. Temperature inversions are the prime factor in the accumulation of contaminants in the Air Basin. The mild climatological pattern is interrupted infrequently by periods of extremely hot weather, winter storms, and Santa Ana winds. The topography and climate of Southern California combine to create an area of high air pollution potential in the Air Basin. During the summer months, a warm air mass frequently descends over the cool, moist marine layer produced by the interaction between the ocean's surface and the lowest layer of the atmosphere. The warm upper layer forms a cup over the cool marine layer, which prevents pollution from dispersing upward. This inversion allows pollutants to accumulate within the lower layer. Light winds during the summer further limit ventilation from occurring. Due to the low average wind speeds in the summer and a persistent daytime temperature inversion, emissions of hydrocarbons and oxides of nitrogen have an opportunity to combine with sunlight in a complex series of reactions. These reactions produce a photochemical oxidant commonly known as smog. Since the Air Basin experiences more days of sunlight than any other major urban area in the United States, except Phoenix, the smog potential in the region is higher than in most other areas of the nation.

Local: The major factors affecting local air pollution conditions in the Highland planning area are the extent and types of both region-wide and local emissions, climate, and meteorology. The general climate of Highland is characterized by sparse winter rainfall and hot summers tempered by cool ocean breezes. The climate in and around Highland, as well as most of Southern California, is controlled largely by the strength and position of the subtropical high-pressure cell over the Pacific Ocean. This high-pressure cell produces a typical Mediterranean climate with warm summers, mild winters, and moderate rainfall. This pattern is infrequently interrupted by periods of extremely hot weather brought in by Santa Ana winds. Most of the area's precipitation occurs intermittently between November and April; the area is still dominated by sunny

or partly sunny conditions during these months. Cyclic land and sea breezes are the primary factors affecting the region's mild climate. The daytime winds are normally sea breezes, predominantly from the west, that flow at relatively low velocities.

Air Quality Standards

Existing air quality is measured at established Southern California Air Quality Management District (SCAQMD) air quality monitoring stations. Monitored air quality is evaluated and in the context of ambient air quality standards. These standards are the levels of air quality that are considered safe, with an adequate margin of safety, to protect the public health and welfare. National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS) currently in effect are shown in Table III-1. Because the State of California had established Ambient Air Quality Standards (AAQS) several years before the federal action and because of unique air quality problems introduced by the restrictive dispersion meteorology, there is considerable difference between state and national clean air standards. Those standards currently in effect in California are shown in Table III-1. Sources and health effects of various pollutants are shown in Table III-2.

Table III-1
AMBIENT AIR QUALITY STANDARDS

Pollutant	Average Time	California Standards [1]		National Standards [2]		
		Concentration [3]	Method [4]	Primary [3,5]	Secondary [3,6]	Method [7]
Ozone (O3)[8]	1 Hour	0.09 ppm (180 µg/m³)	Ultraviolet Photometry	–	Same as Primary Standard	Ultraviolet Photometry
	8 Hour	0.070 ppm (137 µg/m³)		0.070 ppm (137 µg/m³)		
Respirable Particulate Matter (PM10)[9]	24 Hour	50 µg/m³	Gravimetric or Beta Attenuation	150 µg/m³	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m³		–		
Fine Particulate Matter (PM2.5)[9]	24 Hour	–	–	35 µg/m³	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m³	Gravimetric or Beta Attenuation	12.0 µg/m³	15.0 µg/m³	
Carbon Monoxide (CO)	1 Hour	20 ppm (23 mg/m³)	Non-Dispersive Infrared Photometry (NDIR)	35 ppm (40 mg/m³)	–	Non-Dispersive Infrared Photometry (NDIR)
	8 Hour	9 ppm (10 mg/m³)		9 ppm (10 mg/m³)	–	
	8 Hour (Lake Tahoe)	6 ppm (7 mg/m³)		–	–	
Nitrogen Dioxide (NO2)[10]	1 Hour	0.18 ppm (339 µg/m³)	Gas Phase Chemiluminescence	100 ppb (188 µg/m³)	–	Gas Phase Chemiluminescence
	Annual Arithmetic Mean	0.030 ppm (57 µg/m³)		0.053 ppm (100 µg/m³)	Same as Primary Standard	
Sulfur Dioxide (SO2)[11]	1 Hour	0.25 ppm (655 µg/m³)	Ultraviolet Fluorescence	75 ppb (196 µg/m³)	–	Ultraviolet Flourescense; Spectrophotometry (Paraosaniline Method)
	3 Hour	–		–	0.5 ppm (1300 µg/m³)	
	24 Hour	0.04 ppm (105 µg/m³)		0.14 ppm (for certain areas)[11]	–	
	Annual Arithmetic Mean	–		0.030 ppm (for certain areas)[11]	–	
Lead 8[12,13]	30-Day Average	1.5 µg/m³	Atomic Absorption	–	–	–
	Calendar Quarter	–		1.5 µg/m³ (for certain areas)[12]	Same as Primary Standard	High Volume Sampler and Atomic Absorption
	Rolling 3-Month Avg	–		0.15 µg/m³		
Visibility Reducing Particles[14]	8 Hour	See footnote 14	Beta Attenuation and Transmittance through Filter Tape	**No Federal Standards**		
Sulfates	24 Hour	25 µg/m³	Ion Chromatography			
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m³)	Ultraviolet Fluorescence			
Vinyl Chloride[12]	24 Hour	0.01 ppm (26 µg/m³)	Gas Chromatography			

Source: California Air Resources Board 5/4/16

Footnotes:

1 California standards for ozone, carbon monoxide (except Lake Tahoe), sulfur dioxide (1 and 24 hour), nitrogen dioxide, suspended particulate matter – PM10, PM2.5, and visibility reducing particles, are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.

2 National standards (other than ozone, particulate matter, and those based on annual averages or annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest eight hour concentration in a year, averaged over three years, is equal to or less than the standard. For PM10, the 24-hour standard is attained when the expected number of days per calendar year, with a 24-hour average concentration above 150 $\mu g/m^3$, is equal to or less than one. For PM2.5, the 24-hour standard is attained when 98 percent of the daily concentrations, averaged over 3 years, are equal to or less than the standard. Contact U.S. EPA for further clarification and current federal policies.

3 Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of 25C and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of 25C and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.

4 Any equivalent procedure which can be shown to the satisfaction of the ARB to give equivalent results at or near the level of the air quality standard may be used.

5 National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.

6 National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.

7 Reference method as described by the EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the EPA.

8 On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.

9 On December 14, 2012, the national PM2.5 primary standard was lowered from 15 $\mu g/m^3$ to 12.0 $\mu g/m^3$. The existing national 24-hour PM2.5 standards (primarily and secondary) were retained at 35 $\mu g/m^3$, as was the annual secondary standard of 15 $\mu g/m^3$. The existing 24-hour PM10 standards (primarily and secondary) of 150 $\mu g/m^3$ also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.

10 To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.

11 On June 2, 2010, a new 1-hour SO2 standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971 SO2 national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved. Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.

12 The ARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.

13 The national standard for lead was revised on October 15, 2008 to a rolling 3-month average. The 1978 lead standard (1.5 j.tg/m^3 as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.

14 In 1989, the ARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

Table III-2
HEALTH EFFECTS OF MAJOR CRITERIA POLLUTANTS

Pollutants	Sources	Primary Effects
Carbon Monoxide (CO)	• Incomplete combustion of fuels and other carbon-containing substances, such as motor exhaust. • Natural events, such as decomposition of organic matter.	• Reduced tolerance for exercise. • Impairment of mental function. • Impairment of fetal development. • Death at high levels of exposure. • Aggravation of some heart diseases (angina).
Nitrogen Dioxide (NO_2)	• Motor vehicle exhaust. • High temperature stationary combustion. • Atmospheric reactions.	• Aggravation of respiratory illness. • Reduced visibility. • Reduced plant growth. • Formation of acid rain.
Ozone (O_3)	• Atmospheric reaction of organic gases with nitrogen oxides in sunlight.	• Aggravation of respiratory and cardiovascular diseases. • Irritation of eyes. • Impairment of cardiopulmonary function. • Plant leaf injury.
Lead (Pb)	• Contaminated soil.	• Impairment of blood function and nerve construction. • Behavioral and hearing problems in children.
Fine Particulate Matter (PM-10)	• Stationary combustion of solid fuels. • Construction activities. • Industrial processes. • Atmospheric chemical reactions.	• Reduced lung function. • Aggravation of the effects of gaseous pollutants. • Aggravation of respiratory and cardio respiratory diseases. • Increased cough and chest discomfort. • Soiling. • Reduced visibility.
Fine Particulate Matter (PM-2.5)	• Fuel combustion in motor vehicles, equipment, and industrial sources. • Residential and agricultural burning. • Industrial processes. • Also, formed from photochemical reactions of other pollutants, including NOx, sulfur oxides, and organics.	• Increases respiratory disease. • Lung damage. • Cancer and premature death. • Reduces visibility and results in surface soiling.
Sulfur Dioxide (SO_2)	• Combustion of sulfur-containing fossil fuels. • Smelting of sulfur-bearing metal ores. • Industrial processes.	• Aggravation of respiratory diseases (asthma, emphysema). • Reduced lung function. • Irritation of eyes. • Reduced visibility. • Plant injury. • Deterioration of metals, textiles, leather, finishes, coatings, etc.

Source: California Air Resources Board, 2002.

Baseline Air Quality

The air quality at any site is dependent on the regional air quality and local pollutant sources. Regional air quality is determined by the release of pollutants throughout the Air Basin. Estimates of the existing emissions in the Air Basin provided in the 2012 AQMP, indicate that collectively, mobile sources account

for 59 percent of the VOC, 88 percent of the NOx emissions and 40 percent of directly emitted $PM_{2.5}$, with another 10 percent of $PM_{2.5}$ from road dust.

SCAQMD has divided the Air Basin into 38 air-monitoring areas. The project site is located in Air Monitoring Area 34, Central San Bernardino Valley. The nearest air monitoring station to the project site is the San Bernardino Monitoring Station located approximately 3.5 miles west of the project site at 24302 E. 4th Street, San Bernardino. However, it should be noted that due to the air monitoring station's distance from the project site, recorded air pollution levels at the San Bernardino Station reflect with varying degrees of accuracy, local air quality conditions at the project site. It should also be noted that CO measurements have not been provided, since CO is currently in attainment in the Air Basin and monitoring of CO within the Air Basin ended on March 31, 2013.

The monitoring data from the San Bernardino Station is presented in Table III-3 and shows the most recent three years of monitoring data from CARB. Table III-3 shows that ozone and particulate matter (PM10 and PM2.5) are the air pollutants of primary concern in the project area, which are detailed below:

Table III-3
AIR QUALITY MONITORING SUMMARY (2019-2021)
(ESTIMATED NUMBER OF DAYS STANDARDS WERE EXCEEDED)

Pollutant/Standard	2019	2020	2021
Ozone			
Max. 1-Hour Conc. (ppm)	0.127	0.162	0.142
Max. 8-Hour Conc. (ppm)	**63**	**89**	**66**
Max. 8-Hour Conc. (ppm)	0.114	0.128	0.112
Max. 8-Hour Conc. (ppm)	**96**	**130**	**98**
Max. 8-Hour Conc. (ppm)	**96**	**132**	**101**
Respirable Particulates (PM-10)			
Maximum 24-Hour Concentration (ug/m^3)	112.7	178.8	182.4
Days > NAAQS (150 ug/m^3)	No Data	**1**	**1**
Days > CAAQS (50 ug/m^3)	**24.9**	No Data	**25.8**
Annual Arithmetic Mean (AAM) (15 ug/m^3)	30.4	41.1	40.5
Fine Particulates (PM-2.5)			
Maximum 24-Hour National Measurement (ug/m^3)	60.5	56.6	57.9
Days > NAAQS (35 ug/m^3)	No Data	**6.1**	**3**
Annual Arithmetic Mean (AAM) ($\mu g/m^3$)	No Data	12.2	11.8

Notes: Exceedances are listed in **bold**. CAAQS = California Ambient Air Quality Standard; NAAQS = National Ambient Air Quality Standard; ppm = parts per million; ppb = parts per billion; ND = no data available.
1 Data obtained from the San Bernardino Station.
Source: http://www.arb.ca.gov/adam/

Air Quality Planning and Regulatory Setting

Federal Regulations
The EPA is responsible for setting and enforcing the National Ambient Air Quality Standards (NAAQS) for O_3, CO, NO_X, SO_2, PM_{10}, and Pb. The EPA has jurisdiction over emissions sources that are under the authority of the federal government including aircraft, locomotives, and emissions sources outside state waters (Outer Continental Shelf). The EPA also establishes emission standards for vehicles sold in states other than California. Automobiles sold in California must meet the stricter emission requirements of California Air Resources Board (CARB).

The Federal Clean Air Act (CAA) was first enacted in 1955 and has been amended numerous times in subsequent years (1963, 1965, 1967, 1970, 1977, and 1990). The CAA establishes the federal air quality standards, the NAAQS, and specifies future dates for achieving compliance. The CAA also mandates that states submit and implement SIPs for local areas not meeting these standards. These plans must include pollution control measures that demonstrate how the standards will be met.

The 1990 amendments to the CAA that identify specific emission reduction goals for areas not meeting the NAAQS require a demonstration of reasonable further progress toward attainment and incorporate additional sanctions for failure to attain or to meet interim milestones. The sections of the CAA most directly applicable to the development of the Project site include Title I (Non-Attainment Provisions) and Title II (Mobile Source Provisions). Title I provisions were established with the goal of attaining the NAAQS for the following criteria pollutants O_3, NO_2, SO_2, PM_{10}, CO, $PM_{2.5}$, and Pb. The NAAQS were amended in July 1997 to include an additional standard for O_3 and to adopt a NAAQS for $PM_{2.5}$.

Mobile source emissions are regulated in accordance with Title II provisions. These provisions require the use of cleaner burning gasoline and other cleaner burning fuels such as methanol and natural gas, and ultimate transition to electric vehicles. Automobile manufacturers are also required to reduce tailpipe emissions of hydrocarbons and NO_X. NO_X is a collective term that includes all forms of NO_X which are emitted as byproducts of the combustion process.

California Regulations
CARB: CARB, which became part of the CalEPA in 1991, is responsible for ensuring implementation of the California Clean Air Act (AB 2595), responding to the federal CAA, and for regulating emissions from consumer products and motor vehicles. AB 2595 mandates achievement of the maximum degree of emissions reductions possible from vehicular and other mobile sources in order to attain the state ambient air quality standards by the earliest practical date. CARB established the California Ambient Air Quality Standards (CAAQS) for all pollutants for which the federal government has NAAQS and, in addition, establishes standards for SO_4, visibility, hydrogen sulfide (H_2S), and vinyl chloride (C_2H_3Cl). However, at this time, H_2S and C_2H_3Cl are not measured at any monitoring stations in the SCAB because they are not considered to be a regional air quality problem. Generally, the CAAQS are more stringent than the NAAQS.

Local air quality management districts, such as the SCAQMD, regulate air emissions from stationary sources, such as commercial and industrial facilities. All air pollution control districts have been formally designated as attainment or non-attainment for each CAAQS.

Serious non-attainment areas are required to prepare Air Quality Management Plans (AQMP) that include specified emission reduction strategies in an effort to meet clean air goals. These plans are required to include:

- Application of Best Available Retrofit Control Technology to existing sources;
- Developing control programs for area sources (e.g., architectural coatings and solvents) and indirect sources (e.g., motor vehicle use generated by residential and commercial development);
- A District permitting system designed to allow no net increase in emissions from any new or modified permitted sources of emissions;
- Implementing reasonably available transportation control measures and assuring a substantial reduction in growth rate of vehicle trips and miles traveled;
- Significant use of low emissions vehicles by fleet operators;
- Sufficient control strategies to achieve a 5% or more annual reduction in emissions or 15% or more in a period of three years for ROGs, NO_X, CO and PM_{10}. However, air basins may use alternative emission reduction strategy that achieves a reduction of less than 5% per year under certain circumstances.

Title 24 Energy Efficiency Standards and California Green Building Standards: CCR Title 24 Part 6: The California Energy Code was first adopted in 1978 in response to a legislative mandate to reduce California's energy consumption.

The standards are updated periodically to allow consideration and possible incorporation of new energy efficient technologies and methods. CCR, Title 24, Part 11: California Green Building Standards Code (CALGreen) is a comprehensive and uniform regulatory code for all residential, commercial, and school buildings that went in effect on January 1, 2009, and is administered by the California Building Standards Commission.

CALGreen is updated on a regular basis, with the most recent approved update consisting of the 2019 California Green Building Code Standards that became effective January 1, 2020.

Local jurisdictions are permitted to adopt more stringent requirements, as state law provides methods for local enhancements. CALGreen recognizes that many jurisdictions have developed existing construction waste and demolition ordinances and defers to them as the ruling guidance, provided they establish a minimum 65% diversion requirement.

The code also provides exemptions for areas not served by construction waste and demolition recycling infrastructure. The State Building Code provides the minimum standard that buildings must meet in order to be certified for occupancy, which is generally enforced by the local building official.

Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases greenhouse gas (GHG) emissions. The 2019 version of Title 24 was adopted by the California Energy Commission (CEC) and became effective on January 1, 2020.

The 2019 Title 24 standards will result in less energy use, thereby reducing air pollutant emissions associated with energy consumption in the SCAB and across the State of California. For example, the 2019 Title 24 standards require solar photovoltaic systems for new homes, establish requirements for newly constructed healthcare facilities, encourage demand responsive technologies for residential buildings, and update indoor and outdoor lighting requirements for nonresidential buildings.

The California Energy Commission (CEC) anticipates that single-family homes built with the 2019 standards will use approximately 7% less energy compared to the residential homes built under the 2016 standards. Additionally, after implementation of solar photovoltaic systems, homes built under the 2019 standards will use about 53% less energy than homes built under the 2016 standards. Nonresidential buildings (such as envisioned for the Project) will use approximately 30% less energy due to lighting upgrade requirements.

Because the Project will be constructed after January 1, 2019, the 2019 CALGreen standards are applicable to the Project and require, among other items:

- Short-term bicycle parking. If the new project or an additional alteration is anticipated to generate visitor traffic, provide permanently anchored bicycle racks within 200 feet of the visitors' entrance, readily visible to passers-by, for 5% of new visitor motorized vehicle parking spaces being added, with a minimum of one two-bike capacity rack (5.106.4.1.1).
- Long-term bicycle parking. For new buildings with tenant spaces that have 10 or more tenant-occupants, provide secure bicycle parking for 5% of the tenant-occupant vehicular parking spaces with a minimum of one bicycle parking facility (5.106.4.1.2).
- Designated parking for clean air vehicles. In new projects or additions to alterations that add 10 or more vehicular parking spaces, provide designated parking for any combination of low-emitting, fuel-efficient and carpool/van pool vehicles as shown in Table 5.106.5.2 (5.106.5.2).
- Electric vehicle (EV) charging stations. New construction shall facilitate the future installation of EV supply equipment. The compliance requires empty raceways for future conduit and documentation that the electrical system has adequate capacity for the future load. The number of spaces to be provided for is contained in Table 5.106. 5.3.3 (5.106.5.3).
- Outdoor light pollution reduction. Outdoor lighting systems shall be designed to meet the backlight, uplight and glare ratings per Table 5.106.8 (5.106.8)
- Construction waste management. Recycle and/or salvage for reuse a minimum of 65% of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1. 5.405.1.2,

or 5.408.1.3; or meet a local construction and demolition waste management ordinance, whichever is more stringent (5.408.1).

- Excavated soil and land clearing debris. 100% of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled. For a phased project, such material may be stockpiled on site until the storage site is developed (5.408.3).
- Recycling by Occupants. Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waste, and metals or meet a lawfully enacted local recycling ordinance, if more restrictive (5.410.1).
- Water conserving plumbing fixtures and fittings. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the following:
  - Water Closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush (5.303.3.1)
  - Urinals. The effective flush volume of wall-mounted urinals shall not exceed 0.125 gallons per flush (5.303.3.2.1). The effective flush volume of floor mounted or other urinals shall not exceed 0.5 gallons per flush (5.303.3.2.2).
  - Showerheads. Single showerheads shall have a minimum flow rate of not more than 1.8 gallons per minute and 80 psi (5.303.3.3.1). When a shower is served by more than one showerhead, the combine flow rate of all showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi (5.303.3.3.2).
  - Faucets and fountains. Nonresidential lavatory faucets shall have a maximum flow rate of not more than 0.5 gallons per minute at 60 psi (5.303.3.4.1). Kitchen faucets shall have a maximum flow rate of not more than 1.8 gallons per minute of 60 psi (5.303.3.4.2). Wash fountains shall have a maximum flow rate of not more than 1.8 gallons per minute (5.303.3.4.3). Metering faucets shall not deliver more than 0.20 gallons per cycle (5.303.3.4.4). Metering faucets for wash fountains shall have a maximum flow rate not more than 0.20 gallons per cycle (5.303.3.4.5).
- Outdoor portable water use in landscaped areas. Nonresidential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient (MWELO), whichever is more stringent (5.304.1).
- Water meters. Separate submeters or metering devices shall be installed for new buildings or additions in excess of 50,000 sf or for excess consumption where any tenant within a new building or within an addition that is project to consume more than 1,000 gallons per day (5.303.1.1 and 5.303.1.2).
- Outdoor water use in rehabilitated landscape projects equal or greater than 2,500 sf. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 sf requiring a building or landscape permit (5.304.3).
- Commissioning. For new buildings 10,000 sf and over, building commissioning shall be included in the design and construction processes of the building project to verify that the building systems and components meet the owner's or owner representative's project requirements (5.410.2).

Regional Regulations

Air Quality Management Plan (AQMP): Currently, certain NAAQS and CAAQS are exceeded in most parts of the SCAB. In response, the SCAQMD has adopted a series of AQMPs to meet the state and federal ambient air quality standards. AQMPs are updated regularly in order to more effectively reduce emissions, accommodate growth, and to minimize any negative fiscal impacts of air pollution control on the economy. AQMPs are required to be updated at regular intervals. The 2012 AQMP was adopted in early 2013. An updated 2016 AQMP was adopted by the SCAQMD Board in March 2017. The 2016 AQMD demonstrated the emissions reductions shown in Table III-4 compared to the 2012 AQMP.

Table III-4
COMPARISON OF EMISSIONS BY MAJOR SOURCE CATEGORY FROM 2012 AQMP

Pollutant	Stationary Sources	Mobile Sources
VOC	-12%	-3%
NOx	-13%	-1%
SOx	-34%	-23%
PM2.5	-9%	-7%

*Source 2016 AQMP

SCAQMD has initiated the development of the 2022 AQMP to address the attainment of the 2015 8-hour ozone standard (70 ppb) for South Coast Air Basin and Coachella Valley which will focus on attaining the 70 ppb 8-hour ozone National Ambient Air Quality Standard (NAAQS) by 2037. On-road vehicles and off-road mobile sources represent the largest categories of NOx emissions. Accomplishment of attainment goals requires an approximate 70% reduction in NOx emissions. Large scale transition to zero emission technologies is a key strategy. To this end, Governor Executive Order N-79-20 requires 100 percent EV sales by 2035 for automobiles and short haul drayage trucks. A full transition to EV buses and heavy-duty long-haul trucks is required by 2045.

Thresholds of Significance

Regional Air Quality
Many air quality impacts that derive from dispersed mobile sources, which are the dominate pollution generators in the Air Basin, often occurs hours later and miles away after photochemical processes have converted primary exhaust pollutants into secondary contaminants such as ozone. The incremental regional air quality impact of an individual project is generally very small and difficult to measure. Therefore, SCAQMD has developed significance thresholds based on the volume of pollution emitted rather than on actual ambient air quality because the direct air quality impact of a project is not quantifiable on a regional scale. The SCAQMD CEQA Handbook states that any project in the Air Basin with daily emissions that exceed any of the identified significance thresholds should be considered as having an individually and cumulatively significant air quality impact. Projects with daily emissions that exceed any of the following emission thresholds are recommended by the SCAQMD to be considered significant under CEQA guidelines.

Table III-5
DAILY EMISSIONS THRESHOLDS

Pollutant	Construction	Operations
ROG	75	55
NOx	100	55
CO	550	550
PM-10	150	150
PM-2.5	55	55
SOx	150	150
Lead	3	3

Source: SCAQMD CEQA Air Quality Handbook, November, 1993 Rev.

Local Air Quality
Project-related construction air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the Air Basin. In order to assess local air quality impacts the SCAQMD has

developed Localized Significant Thresholds (LSTs) to assess the project-related air emissions in the project vicinity. SCAQMD has also provided the *Final Localized Significance Threshold Methodology* (LST Methodology), July 2008, which details the methodology to analyze local air emission impacts. The LST Methodology found that the primary emissions of concern are NO_2, CO, PM_{10}, and $PM_{2.5}$.

The LST Methodology provides Look-Up Tables with different thresholds based on the location and size of the project site and distance to the nearest sensitive receptors. The project size of 1 acre disturbed per day was used based on the number and type of equipment utilized during each phase of construction.

The project site is located in Air Monitoring Area 34, Central San Bernardino Valley. The nearest sensitive receptors to the project site consist of the single-family residences approximately 0.175 miles (282 meters) north of the project site. According to LST Methodology, a distance of 200 meters was used for the threshold as a conservative measure. Table III-6 below shows the LSTs for CO, NO_2, PM_{10} and $PM_{2.5}$ for both construction and operational activities.

Table III-6
LST AND PROJECT EMISSIONS (POUNDS/DAY) – CONSTRUCTION & OPERATIONAL

Activity	NOx	CO	PM-10	PM-2.5
Construction	334	5,356	74	23
Operation	334	5,356	18	6

Notes: [1] The nearest sensitive receptors are single-family homes located 0.175 miles (280 meters) north of the project site.
Source: Calculated from SCAQMD's Mass Rate Look-up Tables for one acre in Air Monitoring Area 34, Central San Bernardino Valley.

Toxic Air Contaminants
According to the SCAQMD CEQA Handbook, any project that has the potential to expose the public to toxic air contaminants in excess of the following thresholds would be considered to have a significant air quality impact:

- If the Maximum Incremental Cancer Risk is 10 in one million or greater; or
- Toxic air contaminants from the project would result in a Hazard Index increase of 1 or greater.

In order to determine if the project may have a significant impact related to hazardous air pollutants (HAP), the *Health Risk Assessment Guidance for analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis*, (Diesel Analysis) prepared by SCAQMD, August 2003, recommends that if the project is anticipated to create HAPs through stationary sources or regular operations of diesel trucks on the project site, then the proximity of the nearest receptors to the source of the HAP and the toxicity of the HAP should be analyzed through a comprehensive facility-wide health risk assessment (HRA).

Odor Impacts
The SCAQMD CEQA Handbook states that an odor impact would occur if the project created an odor nuisance pursuant to SCAQMD Rule 402, which states:

> *"A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.*
>
> *The provisions of this rule shall not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals."*

If the project results in a violation of Rule 402 with regards to odor impacts, then the project would create a significant odor impact.

Impact Analysis

a. *Less Than Significant Impact* – Projects such as the proposed Harikrishna Commercial/Retail Development Project do not directly relate to the AQMP in that there are no specific air quality programs or regulations governing general development. Conformity with adopted plans, forecasts and programs relative to population, housing, employment and land use is the primary yardstick by which impact significance of planned growth is determined. The SCAQMD, however, while acknowledging that the AQMP is a growth-accommodating document, does not favor designating regional impacts as less than significant just because the proposed development is consistent with regional growth projections.

A project should be considered to be consistent with the AQMP if it furthers one or more policies and does not obstruct other policies. The SCAQMD CEQA Handbook identifies two key indicators of consistency:

(1) Whether the project will result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

(2) Whether the project will exceed the assumptions in the AQMP or increments based on the year of project buildout and phase.

Both of these criteria are evaluated below.

Criterion 1 – Increase in the Frequency or Severity of Violations?

Based on the air quality modeling analysis contained in this report, short-term regional construction air emissions would not result in significant impacts based on SCAQMD regional or local thresholds of significance. The ongoing operation of the project would generate air pollutant emissions that are inconsequential on a regional basis and would not result in significant impacts based on SCAQMD thresholds of significance. The analysis for long-term local air quality impacts showed that local pollutant concentrations would not be projected to exceed the air quality standards. Therefore, a less than significant long-term impact would occur, and no mitigation would be required.

Criterion 2 - Exceed Assumptions in the AQMP?

The proposed uses are consistent with the zoning designation for the project site, which is consistent with the City General Plan. The City General Plan is consistent with the Southern California Association of Governments Regional Comprehensive Plan Guidelines and the SCAQMD AQMP. Pursuant to the methodology in Chapter 12 of the 1993 SCAQMD CEQA Air Quality Handbook, consistency with the Basin 2016 AQMP is affirmed when a project (1) does not increase the frequency or severity of an air quality standards violation or cause a new violation; and (2) is consistent with the growth assumptions in the AQMP. Consistency review is presented below.

The CEQA Air Quality Handbook indicates that consistency with AQMP growth assumptions must be analyzed for new or amended General Plan elements, Specific Plans, and significant projects. Significant projects include airports, electrical generating facilities, petroleum and gas refineries, designation of oil drilling districts, water ports, solid waste disposal sites, and offshore drilling facilities; therefore, the project is not defined as significant.

Conclusion

Based on the consistency analysis presented above, the project is consistent with the General Plans and the regional AQMP.

b. *Less Than Significant Impact With Mitigation Incorporated* – Air pollution emissions associated with the proposed project would occur over both a short and long-term time period. Short-term emissions include fugitive dust from construction activities (i.e., site prep, demolition, grading, and exhaust emission). Long-term emissions generated by future operation of the proposed project primarily include energy consumption and trips generated by the future development.

Construction Emissions

The CalEEMod model has been utilized to calculate the construction-related regional emissions from the project. The worst-case summer or winter daily construction-related criteria pollutant emissions from the project for each phase of construction activities are shown below in Table III-7 and the CalEEMod daily printouts are shown in Appendix A to Appendix 4 to this Initial Study.

Table III-7
CONSTRUCTION-RELATED REGIONAL CRITERIA POLLUTANT EMISSIONS (POUNDS/DAY)[1]

Activity	ROG	NOx	CO	SO_2	PM-10	PM-2.5
Summer	11.5	7.9	66.1	0.09	8.9	2.4
Winter	11.5	7.9	66.1	0.09	8.9	2.4
SCAQMD Thresholds	75	100	550	150	150	55
Exceeds Thresholds?	No	No	No	No	No	No

Notes: [1] Grading based on adherence to fugitive dust suppression requirements from SCAQMD Rule 403. Source: CalEEMod Version 2016.3.1.

Peak daily construction activity emissions are estimated to be below SCAQMD CEQA thresholds without the need for added mitigation. While construction activities are not anticipated to cause dust emissions to exceed SCAQMD CEQA thresholds, emissions minimization through enhanced dust control measures is recommended for use because of the non-attainment status of the air basin. Recommended measures include:

AQ-1 ***Fugitive Dust Control. The following measures shall be incorporated into project plans and specifications for implementation:***

- ***Apply soil stabilizers or moisten inactive areas.***
- ***Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).***
- ***Cover all stock piles with tarps at the end of each day or as needed.***
- ***Provide water spray during loading and unloading of earthen materials.***
- ***Minimize in-out traffic from construction zone.***
- ***Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard.***
- ***Sweep streets daily if visible soil material is carried out from the construction site.***

Similarly, ozone precursor emissions (ROG and NOx) are calculated to be below SCAQMD CEQA thresholds. However, because of the regional non-attainment for photochemical smog, the use of reasonably available control measures for diesel exhaust is recommended. Combustion emissions control options include:

AQ-2 ***Exhaust Emissions Control. The following measures shall be incorporated into project plans and specifications for implementation:***

- ***Utilize well-tuned off-road construction equipment.***
- ***Establish a preference for contractors using Tier 3 or better heavy equipment.***
- ***Enforce 5-minute idling limits for both on-road trucks and off-road equipment.***

With the above mitigation measures, any impacts related to construction emissions are considered less than significant. No further mitigation is required.

Operational Emissions

The on-going operation of the project would result in a long-term increase in air quality emissions. This increase would be due to emissions from the project-generated vehicle trips and through operational emissions from the on-going use of the project. The following section provides an analysis of potential long-term air quality impacts due to regional air quality impacts with the on-going operations of the project. The potential operations-related air emissions have been analyzed below for the regional criteria pollutant emissions and cumulative impacts.

The operations-related criteria air quality impacts created by the project have been analyzed through use of the CalEEMod model. The worst-case summer or winter VOC, NOx, CO, SO2, PM10, and PM2.5 daily emissions created from the project's long-term operations have been calculated and are summarized below in Table III-8 and the CalEEMod daily emissions printouts are shown in Appendix A to Appendix 4 to this Initial Study.

Table III-8
OPERATIONAL CTRITERIA POLLUTANT EMISSIONS
(POUNDS/DAY)

Source	VOC	NOx	CO	SO_2	PM-10	PM-2.5
Area[1]	0.31	0.00009	0	0	0.00003	0.00003
Energy[2]	0.0021	0.019	0.00011	0.00011	0.0014	0.0014
Mobile[3]	11.2	7.92	66.1	0.089	8.95	2.4
Total Emissions	**11.5**	**7.9**	**66.1**	**0.09**	**8.95**	**2.4**
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod Output in Appendix
[1] Area sources consist of emissions from consumer products, architectural coatings, and landscaping equipment.
[2] Energy usage consist of emissions from natural gas usage (excluding hearths).
[3] Mobile sources consist of emissions from vehicles and road dust.

As seen in Table III-8, operational emissions are predicted to be less than significant. As shown, operational emissions will not exceed applicable SCAQMD operational emissions CEQA thresholds of significance.

Based on previous discussions with SCAQMD regarding operational emissions for multi-use commercial projects, the following mitigation measures shall be implemented to minimize operational impacts to the greatest extent feasible:

AQ-3 ***Provide incentives for vendors and material delivery trucks that would be visiting the hotel to encourage the use of zero-emission or near-zero emission heavy-duty trucks during operation, such as trucks with natural gas engines***

that meet CARB's adopted optional NOx emissions standard of 0.02 grams per brake horsepower-hour (g/bhp-hr). At a minimum, incentivize the use of 2010 model year18 or newer engines that meet CARB's 2010 engine emission standards of 0.01 g/bhp-hr for particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks.

AQ-4 ***Provide electric vehicle (EV) charging stations for the restaurant uses where feasible. If feasible, at least 5% of all vehicle parking spaces shall include EV charging stations, or at a minimum, require the Proposed project to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for passenger vehicles and trucks to plug-in. Electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. Electrical panels should be appropriately sized to allow for future expanded use.***

AQ-5 ***Maximize the use of solar energy including solar panels. Installing the maximum possible number of solar energy arrays on the building roofs and/or on the Proposed project site to generate solar energy for the facility and/or EV charging stations.***

AQ-6 ***Require the use of electric landscaping equipment, such as lawn mowers and leaf blowers.***

AQ-7 ***Require use of electric or alternatively fueled sweepers with HEPA filters.***

AQ-8 ***Maximize the planting of trees in landscaping and parking lots consistent with water availability.***

AQ-9 ***Use light colored paving and roofing materials.***

AQ-10 ***Utilize only Energy Star heating, cooling, and lighting devices, and appliances.***

Cumulative Net Increase in Non-Attainment Pollution

The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

Cumulative projects include local development as well as general growth within the project area. However, as with most development, the greatest source of emissions is from mobile sources, which travel throughout the local area. Therefore, from an air quality standpoint, the cumulative analysis would extend beyond any local projects and when wind patterns are considered would cover an even larger area. Accordingly, the cumulative analysis for the project's air quality must be generic by nature. The project area is out of attainment for ozone and PM_{10} and $PM_{2.5}$ particulate matter. In accordance with CEQA Guidelines Section 15130(b), this analysis of cumulative impacts incorporates a three-tiered approach to assess cumulative air quality impacts.

- Consistency with the SCAQMD project specific thresholds for construction and operations;
- Project consistency with existing air quality plans; and,
- Assessment of the cumulative health effects of the pollutants.

Construction-Related Impacts
The project site is located in the South Coast Air Basin, which is currently designated by the EPA for federal standards as a non-attainment area for ozone and PM2.5 and by CARB for the state standards as a non- attainment area for ozone, PM10, and PM2.5. The regional ozone, PM10, and PM2.5 emissions associated with construction of the project. The analysis found that development of

the project would result in less than significant regional emissions of VOC and NOx (ozone precursors), PM10, and PM2.5 during construction of the project. Therefore, a less than significant cumulative impact would occur from construction of the project.

Operational-Related Impacts
The greatest cumulative operational impact on the air quality to the Air Basin will be the incremental addition of pollutants mainly from increased traffic from residential, commercial, and industrial development. In accordance with SCAQMD methodology, projects that do not exceed SCAQMD criteria or can be mitigated to less than criteria levels are not significant and do not add to the overall cumulative impact. The regional ozone, PM_{10}, and $PM_{2.5}$ emissions created from the on-going operations of the project have been calculated. The analysis found that development of the project would result in less than significant regional emissions of VOC and NOx (ozone precursors), PM_{10}, and $PM_{2.5}$during operation of the project. With respect to long-term emissions, this project would create a less than significant cumulative impact.

Conclusion

With the incorporation of mitigation measures **AQ-1** through **AQ-10**, the development of the Harikrishna Commercial/Retail Development Project would have a less than significant potential to result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard.

c. *Less Than Significant Impact* – As previously stated, the SCAQMD has developed analysis parameters to evaluate ambient air quality on a local level in addition to the more regional emissions-based thresholds of significance. These analysis elements are called Localized Significance Thresholds (LSTs). LSTs were developed in response to Governing Board's Environmental Justice Enhancement Initiative 1-4 and the LST methodology was provisionally adopted in October 2003 and formally approved by SCAQMD's Mobile Source Committee in February 2005.

For the proposed project, the primary source of possible LST impact would be during construction. LSTs are applicable for a sensitive receptor where it is possible that an individual could remain for 24 hours such as a residence, hospital or convalescent facility.

Construction-related air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the Air Basin.

Construction-Related Local Impacts

The local air quality emissions from construction were analyzed through utilizing the methodology described in *Localized Significance Threshold Methodology* (LST Methodology), prepared by SCAQMD, revised October 2009. The LST Methodology found the primary criteria pollutant emissions of concern are NO_x, CO, PM_{10}, and $PM_{2.5}$. In order to determine if any of these pollutants require a detailed analysis of the local air quality impacts, each phase of construction was screened using the SCAQMD's Mass Rate LST Look-up Tables. The Look-up Tables were developed by the SCAQMD in order to readily determine if the daily onsite emissions of NO_x, CO, PM_{10}, and $PM_{2.5}$ from the project could result in a significant impact to the local air quality. Table III-9 shows the onsite emissions from the CalEEMod model for the different construction phases and the calculated emissions thresholds. Since it is possible that building construction, paving, and architectural coating activities may occur concurrently, Table III-9 also shows the combined local criteria pollutant emissions from building construction, paving and architectural coating phases of construction.

The following thresholds and emissions in Table III-9 are therefore determined (pounds per day):

Table III-9
LST AND PROJECT EMISSIONS (POUNDS/DAY) – ONSITE EMISSIONS

LST Central San Bernardino Valley	NOx	CO	PM-10	PM-2.5
Max On-Site Emissions	71.1	64.6	9.1	5.8
SCAQMD Thresholds for 200-meters (656 feet)[2]	**334**	**5,356**	**74**	**23**
Exceeds Threshold?	No	No	No	No

Notes:
[1] Grading based on adherence to fugitive dust suppression requirements from SCAQMD Rule 403.
[2] The nearest sensitive receptors are single-family homes located 0.175 miles (282 meters) north of the project site
Source: Calculated from CalEEMod and SCAQMD's Mass Rate Look-up Tables for one acre in Air Monitoring Area 34, Central San Bernardino Valley.

The data provided in Table III-9 shows that none of the analyzed criteria pollutants would exceed the local emissions thresholds during the demolition, grading, site preparation phases or the combined building construction, paving, and architectural coatings phases. Project-related air emissions may have the potential to exceed the State and Federal air quality standards in the project vicinity, even though these pollutant emissions may not be significant enough to create a regional impact to the Air Basin. The project has been analyzed for the potential local CO emission impacts from the project-generated vehicular trips and from the potential local air quality impacts from on-site operations. The following analysis analyzes the vehicular CO emissions and local impacts from on-site operations.

Local CO Hotspot Impacts from Project-Generated Vehicular Trips

CO is the pollutant of major concern along roadways because the most notable source of CO is motor vehicles. For this reason, CO concentrations are usually indicative of the local air quality generated by a roadway network and are used as an indicator of potential local air quality impacts. Local air quality impacts can be assessed by comparing future without and with project CO levels to the State and Federal CO standards of 20 ppm over one hour or 9 ppm over eight hours. At the time of the 1993 Handbook, the Air Basin was designated nonattainment under the CAAQS and NAAQS for CO. With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations in the Air Basin and in the state have steadily declined. In 2007, the Air Basin was designated in attainment for CO under both the CAAQS and NAAQS. SCAQMD conducted a CO hot spot analysis for attainment at the busiest intersections in Los Angeles during the peak morning and afternoon periods and did not predict a violation of CO standards. The four intersections analyzed by the SCAQMD were: Long Beach Boulevard and Imperial Highway; Wilshire Boulevard and Veteran Avenue; Sunset Boulevard and Highland Avenue; and La Cienega Boulevard and Century Boulevard. The busiest intersection evaluated (Wilshire and Veteran) had a daily traffic volume of approximately 100,000 vehicles per day with LOS E in the morning and LOS F in the evening peak hour.

For the purpose of Senate Bill (SB) 743 and California Environmental Quality ACT (CEQA) compliance, a Vehicle Miles Traveled (VMT) analysis should be conducted for land use projects. The San Bernardino County Transportation Authority (SBCTA) has identified a number of screening criteria that may be applied to screen projects from requiring a project-level assessment. The project consists of a local serving gas station and car wash facilities that provide local services and is expected to reduce overall VMT. In accordance with the SBCTA guidelines, local serving retail projects less than 50,000 square feet may be presumed to have a less than significant air quality impact and the project does not require a full VMT analysis or a hot-spot modeling analysis.

Construction Related Toxic Air Contaminant Impacts

The greatest potential for toxic air contaminant emissions would be related to diesel particulate matter (DPM) emissions associated with heavy equipment operations during construction of the project. According to SCAQMD methodology, health effects from carcinogenic air toxics are usually described in terms of "individual cancer risk". "Individual Cancer Risk" is the likelihood that a person exposed to

concentrations of toxic air contaminants over a 70-year lifetime will contract cancer, based on the use of standard risk- assessment methodology. Given the relatively limited number of heavy-duty construction equipment and the short-term construction schedule, the project would not result in a long-term (i.e., 70 years) substantial source of toxic air contaminant emissions and corresponding individual cancer risk. In addition, California Code of Regulations Title 13, Article 4.8, Chapter 9, Section 2449 regulates emissions from off-road diesel equipment in California. This regulation limits idling of equipment to no more than five minutes, requires equipment operators to label each piece of equipment and provide annual reports to CARB of their fleet's usage and emissions. This regulation also requires systematic upgrading of the emission Tier level of each fleet, and currently no commercial operator is allowed to purchase Tier 0 or Tier 1 equipment and by January 2023 no commercial operator is allowed to purchase Tier 2 equipment. In addition to the purchase restrictions, equipment operators need to meet fleet average emissions targets that become more stringent each year between years 2014 and 2023. Therefore, no significant short-term toxic air contaminant impacts would occur during construction of the project. As such, construction of the project would result in a less than significant exposure of sensitive receptors to substantial pollutant concentrations.

Operations Related Toxic Air Contaminant Impacts

Particulate matter (PM) from diesel exhaust is the predominant TAC in most areas and according to The California Almanac of Emissions and Air Quality 2013 Edition, prepared by CARB, about 80 percent of the outdoor TAC cancer risk is from diesel exhaust. Some chemicals in diesel exhaust, such as benzene and formaldehyde have been listed as carcinogens by State Proposition 65 and the Federal Hazardous Air Pollutants program. Due to the nominal number of diesel truck trips generated by the project, a less than significant TAC impact would occur during the on-going operations of the project and no mitigation would be required.

Cumulative Health Impacts

The Air Basin is designated as nonattainment for ozone, PM_{10}, and $PM_{2.5}$, which means that the background levels of those pollutants are at times higher than the ambient air quality standards. The air quality standards were set to protect public health, including the health of sensitive individuals (elderly, children, and the sick). Therefore, when the concentrations of those pollutants exceed the standard, it is likely that some sensitive individuals in the population would experience health effects. The regional analysis found that the project would not exceed the SCAQMD regional significance thresholds for VOC and NOx (ozone precursors), PM_{10}, and $PM_{2.5}$. As such, the project would result in a less than significant cumulative health impact.

Conclusion

Based on the analysis provided above, the proposed project would have a less than significant potential to expose sensitive receptors to substantial pollutant concentrations. No mitigation is required.

d. *Less Than Significant Impact* – The project would not create objectionable odors affecting a substantial number of people. Potential odor impacts have been analyzed separately for construction and operations below.

Individual responses to odors are highly variable and can result in a variety of effects. Generally, the impact of an odor results from a variety of factors such as frequency, duration, offensiveness, location, and sensory perception. The frequency is a measure of how often an individual is exposed to an odor in the ambient environment. The intensity refers to an individual's or group's perception of the odor strength or concentration. The duration of an odor refers to the elapsed time over which an odor is experienced. The offensiveness of the odor is the subjective rating of the pleasantness or unpleasantness of an odor. The location accounts for the type of area in which a potentially affected person lives, works, or visits; the type of activity in which he or she is engaged; and the sensitivity of the impacted receptor.

Sensory perception has four major components: detectability, intensity, character, and hedonic tone. The detection (or threshold) of an odor is based on a panel of responses to the odor. There are two types of thresholds: the odor detection threshold and the recognition threshold. The detection threshold is the lowest concentration of an odor that will elicit a response in a percentage of the people that live and work in the immediate vicinity of the project site and is typically presented as the mean (or 50 percent of the population). The recognition threshold is the minimum concentration that is recognized as having a characteristic odor quality, this is typically represented by recognition by 50 percent of the population. The intensity refers to the perceived strength of the odor. The odor character is what the substance smells like. The hedonic tone is a judgment of the pleasantness or unpleasantness of the odor. The hedonic tone varies in subjective experience, frequency, odor character, odor intensity, and duration.

Construction Related Odor Impacts

Potential sources that may emit odors during construction activities include the application of coatings such as asphalt pavement, paints and solvents and from emissions from diesel equipment. The objectionable odors that may be produced during the construction process would be temporary and would not likely be noticeable for extended periods of time beyond the project site's boundaries. Due to the transitory nature of construction odors, a less than significant odor impact would occur and no mitigation would be required.

Gasoline Dispensing Emissions and Health Risk

The gasoline station is subject to and required to comply with SCAQMD Rules 461 (Gasoline Transfer and Dispensing) as well as a Permit to Construct and Permit to Operate, Rules 201 and 203, respectively[1]. These required permits identify a maximum annual throughput allowed based on specific fuel storage and dispensing equipment that is proposed by the operator.

Rule 461 – Gasoline Transfer and Dispensing requires annual throughput reporting requirements. It is designed to regulate gasoline vapor emissions from gasoline transfer and dispensing processes. The rule was initially adopted in 1976 and has been amended several times.

Vapor recovery systems are required at gas stations to collect gasoline vapors that would otherwise escape into the atmosphere All retail service stations under the SCAQMD jurisdiction have Phase I and II vapor recovery systems to control gasoline emissions. Phase I vapor recovery refers to the collection of gasoline vapors displaced from storage tanks when cargo tank trucks make gasoline deliveries. Phase II vapor recovery systems control the vapors displaced from the vehicle fuel tanks during refueling. All gasoline is stored underground with valves installed on the tank vent pipes to further control gasoline emissions.

ROG is associated with fueling activity and is one of the major ingredients that contributes to ground-level ozone (smog) formation. The proposed fuel dispensing operation is considered a stationary source emitter and is regulated in order to control the emissions of ROG.

The EPA has published a calculator to determine the ROG content for Gasoline Dispensing Facilities[2]. Based on the project having 12 fuel pumps and 8 heavy duty trucks the emissions potential is 3.453 tons per year for ROG assuming opening year is 2023.

The project would minimize the release of gasoline vapors via compliance with SCAQMD Rule 461, Gasoline Transfer and Dispensing, by installing a Phase II vapor recovery system for gasoline pumps and a Phase I vapor recovery system for the gasoline underground storage tanks. Although South Coast AQMD Rule 461 will reduce ROG emissions they are not eliminated from the fueling process.

[1] http://www.aqmd.gov/home/rules-compliance/compliance/gasoline-dispensing2
[2] https://www.epa.gov/sites/default/files/2016-06/gasoline_dispensing_facilities_pte_calculator_111213.xlsx

Gasoline vapors also have the potential to produce Toxic Air Contaminants (TACs). TACs are defined by CARB as pollutants that "may cause or contribute to an increase in deaths or serious illness, or which may pose a present or potential hazard to human health." TACs include benzene, hexane, MTBE, toluene, and xylene. However, only three (benzene, ethylbenzene, and naphthalene) result in cancer effects and are analyzed for cancer risk. Although gasoline vapors have non-cancer impacts, the risks from retail gasoline dispensing facilities are dominated by cancer risk.

The SCAQMD has published a Risk Assessment Procedures document for Rules 1401, 1401.1 & 212[3] which provides screening-level risk estimates for gasoline dispensing operations. These thresholds are utilized in order to identify potentially significant health risk impacts that may result from exposure to sensitive populations. The screening-level risk estimate is very conservative (i.e., it would overstate rather than understate potential impacts).

The cancer risk look-up screening tables, located in Appendix "N[4]," are available for various meteorological receptor areas located within the SCAQMD jurisdiction. The screening tables are also dependent on annual throughput and distance to a sensitive receptor. For this project, the gasoline station would have an annual throughput of approximately 4.6 million gallons. A 500-foot source receptor distance was modeled.

Based on the look up tables it is anticipated that no sensitive receptors in the project vicinity will be exposed to a cancer risk of greater than 0.024 in one million for below ground tanks. Tables are also provided to calculate worker risk which would be a maximum of 0.294 in a million. These risks are less than the applicable threshold of 10 in one million. Therefore, no mitigation is required.

Other Operational Odors

Potential sources that may emit odors during the on-going operations of the project would primarily occur from odor emissions from the trash storage areas. Pursuant to City regulations, permanent trash enclosures that protect trash bins from rain as well as limit air circulation would be required for the trash storage areas. Due to the distance of the nearest receptors from the project site and through compliance with SCAQMD's Rule 402, no significant impact related to odors would occur during the on-going operations of the project. Therefore, a less than significant odor impact would occur, and no mitigation would be required.

Conclusion

Based on the analysis provided above, the proposed project would have a less than significant potential to result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. No mitigation is required.

[3] http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1401/riskassessmentprocedures_2017_080717.pdf
[4] http://www.aqmd.gov/docs/default-source/permitting/rule-1401-risk-assessment/attachmentn-v8-1.pdf?sfvrsn=4

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
IV. BIOLOGICAL RESOURCES: Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

SUBSTANTIATION: The following information utilized in this Subchapter of the Initial Study was obtained from the U.S. Fish and Wildlife Service IPaC Trust Resources Report, generated on January 9, 2023, as well as from the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB), generated on January 9, 2023, pertaining to the Harikrishna Commercial/Retail Development Project site project area only, which have been compiled as Appendix 5 to this document. Additionally, data compiled for the Airport Gateway Specific Plan (AGSP) Environmental Impact Report (EIR), which was published for public review on December 13, 2022, has been utilized to provide additional data on the biological resources in the project area, given that the proposed project falls within the AGSP Planning Area (shown on Figure IV-1).

Background Data from the AGSP EIR

Critical Habitat
According to the databases, the developable area of the AGSP (Specific Plan) area is not located within designated Critical Habitat (CH) and is separated from the CH for the San Bernardino kangaroo rat (SBKR) and Santa Ana sucker (*Catostomus santaanae*) [SASU] located to the south and east of the Plan Area by the SBIA (Figure IV-2). The proposed Harikrishna Commercial/Retail Development Project site is located to the west of the CH, and is therefore located outside of CH.

General Habitat
Based on the field survey results, the overall conditions within the Plan Area are disturbed and degraded. The habitat within the Specific Plan area includes non-native grassland (Holland community code 42200), transitional bare areas (Holland community code 11760), and disturbed ground (Holland community code 11100). A small one-quarter acre sized vacant area located north of 5th Street, east of Central Avenue and west of City Creek in the Specific Plan area contains disturbed isolated buckwheat scrub alliance. Figure IV-3 identifies vegetation in the Specific Plan area. Please note that the vegetation map also serves as a map indicated the locations in which burrowing owl (BUOW) surveys were conducted.

The ground cover in the Plan Area generally consists of compact graded dirt, old pavement, non-native grasses, ruderal herbs, and non-native and native trees.

Adjacent to the roadways and within all of the vacant parcels, habitat consist of dense ruderal vegetation dominated by numerous non-native plant species are also found throughout the project area including tumbleweed (*Amaranthus albus*), common ragweed (*Ambrosia artemisiifolia*), non-native grasses (*Bromus* sp.), short pod mustard (*Hirschfeldia incana*), tree tobacco (*Nicotiana glauca*), fountaingrass (*Pennisetum setaceum*), date palm (*Phoenix* sp.), castor bean (*Ricinus communis*), Russian thistle (*Salsola tragus*), Peruvian pepper tree (*Schinus molle*), tamarisk (*Tamarix ramosissima*), Mexican fan palm (*Washingtonia robusta*), and Eucalyptus trees as well as numerous ornamental trees and shrubs. Native species include California buckwheat (*Erioginum faciculatum*), which is found at the far east of the Specific Plan area in isolated patches adjacent to the west levee of City Creek and within the City Creek Bypass Channel between City Creek downstream to Church Street, and sycamore trees (*Platanus occidentalis),* which occur sparsely scattered about the Specific Plan area.

Sensitive Plants
None of the sensitive plant species documented within the *Redlands* quadrangle have anything greater than a low potential to occur within and/or adjacent to the Plan Area because the required habitat types are absent including Riversidean alluvial fan sage scrub (RAFSS), chaparral, riparian and/or brackish wetlands. The City Creek Bypass Channel does not have the hydrological regime and broad flood plain associated with the sensitive plants known locally.

Sensitive plants identified by literature review that occur within the *Redlands* quadrangle included marsh sandwort, Nevin's barberry, salt marsh bird's-beak, slender-horned spineflower, or Santa Ana River woollystar. None of these species were observed during the general floristic survey conducted by the survey team. No suitable environment for these species occurs within the Specific Plan area and the local RAFSS or riparian habitats are outside of the Specific Plan area envelope. No further investigations relative to these species are warranted or required.

General Wildlife
Birds were the most observed wildlife group during survey. Common wildlife species observed or otherwise detected on or in the vicinity of the site during the reconnaissance-level survey included mallard (*Anas platyrhynchos*), red-tailed hawk (*Buteo jamaicensis*), Anna's hummingbird (*Calypte anna*), killdeer (*Charadrius vociferus*), common raven (*Corvus corax*), house finch (*Haemorhous mexicanus*), California towhee (*Melozone crissalis*), bushtit (*Psaltriparus minimus*).

Wildlife detections or signs included those for amphibians, reptiles, birds, and mammals. The most common wildlife observed included coyote (*Canis latrans*), California ground squirrel (*Spermophilus beecheyi*), desert cottontail (*Sylvilagus audubonii*), San Diegan tiger whiptail (*Aspidoscelis tigris stejnegeri*), Great Basin fence lizard (*Sceloporus occidentalis longipes*) and side-blotched lizard (*Uta stansburiana elegans*).

Sensitive Wildlife
According to the California Natural Diversity Database (CNDDB), United Stated Fish and Wildlife Service (USFWS) species occurrence data overlay, and other relevant literature and databases, four State and/or federally-listed threatened or endangered wildlife species are documented within three miles of the Specific Plan area. Additionally, there are several other sensitive wildlife species that are documented to occur

within the vicinity of the Specific Plan area. The five State and/or federally-listed threatened or endangered wildlife species documented within the proposed project area are described below, as well as the burrowing owl (*Athene cunicularia*), considered a species of special concern (SSC) by the California Department of Fish and Wildlife (CDFW).

San Bernardino kangaroo rat

The SBKR is one of several kangaroo rat species in its range. The Dulzura (*Dipodomys simulans*), the Pacific kangaroo rat (*D. agilis*) and the Stephens kangaroo rat (*D. stephensi*) occur in areas occupied by the SBKR, but these other species have a wider habitat range. The habitat of the SBKR is described as being confined to primary and secondary alluvial fan scrub habitats, with sandy soils deposited by fluvial (water) rather than aeolian (wind) processes. Burrows are dug in loose soil, usually near or beneath shrubs. The SBKR is confined to inland valley scrub communities, and more particularly, to scrub communities occurring along rivers, streams and drainage.

No aspect of the Specific Plan area supports habitat suitable for SBKR for the following reasons:

- The Specific Plan area is NOT located within proximity of where SBKR have been found in the last 10 years;
- The surrounding area does NOT consist of alluvial sage scrub and associated vegetation, such as RAFSS with a moderately open canopy, the California buckwheat scrub is a monotypical habitat;
- A river and floodplain bench/terrace subject to dynamic geomorphological and hydrological processes typical of fluvial systems does NOT occur in the Specific Plan area and;
- Upland areas proximal to the floodplains with suitable habitat do NOT occur nearby.

The Specific Plan area was surveyed, and it was determined that the overall habitat conditions unsuitable for SBKR with the exception of a small, approximately one-quarter acre sized, vacant area with remnant coastal sage scrub elements, such as buckwheat, located north of 5th Street, east of Central Avenue and west of City Creek. This habitat patch is potentially suitable to support SBKR (refer to Figure IV-4). Aside from this small area, the Specific Plan area is separated from known populations of SBKR by active Airport operations, high volume roadways, and industrial and commercial uses. Although the potential for this species to occur is low, the small habitat patch should be investigated prior to development on it.

Riparian birds

A variety of sensitive, riparian obligate birds such as the least bell's vireo (LBVI), southwestern willow flycatcher (SWWF) and yellow-billed cuckoo (YBCU) have nesting habitats consisting of a well-developed overstory, understory, and low densities of aquatic and herbaceous cover. The understory frequently contains dense sub-shrub or shrub thickets. These thickets are often dominated by plants such as narrow-leaf willow, mulefat, young individuals of other willow species such as arroyo willow or black willow, and one or more herbaceous species. This type of habitat is absent from the Specific Plan area. Further investigation related to LBVI, SWWF and YBCU is not warranted or recommended for the Specific Plan area.

California gnatcatcher

The California gnatcatcher (CAGN) is a resident (non-migratory) small songbird which typically nests and forages in coastal sage scrub vegetation in southern California year-round. CAGN occur in dynamic and successional sage scrub habitats and non-sage scrub habitats such as chaparral, grassland, riparian areas, in proximity to sage scrub habitats. The CAGN was federally listed as Threatened in 1993 and critical habitat for this species was designated by the USFWS in 2000 and revised in 2007. The primary constituent elements (PCEs) identified by the USFWS for CAGN consist of the following: (1) Dynamic and successional sage scrub habitats: Venturan coastal sage scrub, San Diegan coastal sage scrub, Riversidean sage scrub, maritime succulent scrub, RAFSS, southern coastal bluff scrub, and coastal sage-chaparral scrub in Ventura, Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties that provide space for individual and population growth, normal behavior, breeding, reproduction, nesting, dispersal and foraging; and (2) Non-sage scrub habitats such as chaparral,

grassland, riparian areas, in proximity to sage scrub habitats as described for PCE 1 above that provide space for dispersal, foraging, and nesting.

The Specific Plan area was surveyed for this species and found the overall habitat conditions unsuitable for CAGN with the exception of a small, less than one-acre sized, vacant area with remnant coastal sage scrub elements, such as buckwheat, located north of 5th Street, east of Central Avenue and west of City Creek. This habitat patch is only marginal for CAGN but is potentially suitable to support for them. Aside from this small area, the Specific Plan area is separated from suitable habitat for CAGN by active Airport operations, high volume roadways, and industrial and commercial uses. Although the potential for this species to occur is low, the small habitat patch should be investigated prior to development on it.

Crotch's bumble bee (CBB)

The California Fish and Game Commission recently, in September of 2022, accepted a petition to list the Crotch's bumble bee as endangered under California Endangered Species Act (CESA), determining the listing "may be warranted" and advancing the species to the candidacy stage of the CESA listing process. Crotch's bumble bee primarily nest in late February through late October underground in abandoned small mammal burrows but may also nest under perennial bunch grasses or thatched annual grasses, under-brush piles, in old bird nests, and in dead trees or hollow logs (Williams et al. 2014; Hatfield et al. 2018). Overwintering sites utilized by Crotch's bumble bee mated queens include soft, disturbed soil (Goulson 2010), or under leaf litter or other debris (Williams et al. 2014). As previously stated, based on the field survey results, the overall conditions within the AGSP Planning Area are disturbed and degraded. However, the same small vacant area with remnant coastal sage scrub elements such as buckwheat, located north of 5th Street, east of Central Avenue and west of City Creek that may be marginally suitable habitat for CAGN may also be suitable for this species.

The CBB is known to occur almost exclusively in California and has been described as having historically occupied grasslands and shrublands in southern to central California, but primarily in the Central Valley. It is assumed that suitable habitat may contain any of the following: (1) areas of grasslands and upland scrub that contain requisite habitat elements, such as small mammal burrows and forage plants; (2) potential nest habitat (late February through late October) containing underground abandoned small mammal burrows, perennial bunch grasses and/or thatched annual grasses, brush piles, old bird nests, dead trees or hollow logs (Williams et al. 2014; Hatfield et al. 2015); (3) overwintering sites (November through early February) utilized by mated queens in self- excavated hibernacula potentially in soft, disturbed soil (Goulson 2010), sandy, well-drained, or loose soils, under leaf litter or other debris (Williams et al. 2014) with ground cover requisites such as barren areas, tree litter, bare-patches within short grass in areas lacking dense vegetation. While the proposed AGSP Planning Area contains some suitable habitat for BUOW, and as such contains parcels with burrows, holes, and crevices that might be suitable for CBB nests. However, given the overall disturbed nature of a majority of the AGSP Planning Area, suitable habitat for this species is anticipated to only occur within the parcel(s) containing remnant coastal sage scrub elements that would also be suitable for CAGN. Although the potential for this species to occur is low, the small habitat patch will be surveyed for this species prior to any proposed development on it.

Western Burrowing Owl (BUOW)

The federal Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C 703-711) provides protection for nesting birds that are both residents and migrants whether or not they are considered sensitive by resource agencies. The MBTA prohibits take of nearly all native birds. The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed under 50 CFR 10, including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 CFR 21). The direct injury or death of a migratory bird, due to construction activities or other construction-related disturbance that causes nest abandonment, nestling abandonment, or forced fledging would be considered take under federal law. The USFWS, in coordination with the CDFW administers the MBTA.

Although not a federally listed species, the BUOW is protected under the MBTA and is listed as a Migratory Birds of Conservation Concern (BCC) by the USFWS and is therefore, also recognized by the CNDBB. The western Burrowing Owl (*A.c. hypugaea*) is one of 18 New World Burrowing Owl subspecies, and one of only two in North America. The western BUOW ranges from Texas to California and north to southern Canada. Individuals of resident populations in southern California, northern Mexico, and Florida breed and overwinter in an area without a significant migration (Haug et al. 1993). BUOW are found across American open landscapes, showing activity chiefly in the daytime. In California, preferred habitat is generally typified by short, sparse vegetation with few shrubs, level to gentle topography and well-drained soils. In addition, BUOW may occur in some agricultural areas, ruderal grassy fields, vacant lots and pastures, and flood control facilities if the surrounding vegetation structure is suitable and there are useable burrows and foraging habitat in proximity.

Unique among North American raptors, the BUOW requires underground burrows or other cavities for nesting during the breeding season and for roosting and cover, year-round. Burrows used by the owls are usually dug by other species termed host burrowers. In California, California ground squirrel (*Spermophilus beecheyi*) and round-tailed ground squirrel (*Citellus tereticaudus*) burrows are frequently used by BUOW, but they may use dens or holes dug by other fossorial species and/or human made structures such as cement culverts and pipes.

BUOW have a high fidelity to their birth territory, and they often prefer nesting in areas of high burrow densities. Breeding pairs are easily located within the area surrounding their nests (usually 90 feet) due to their territorial behavior. They are active during the day and night and are generally observed in the early morning hours or at twilight. BUOW breeding season begins February 1 and extends to August 31. Pair formation can begin in February. Peak of the BUOW breeding season, commonly accepted in California, occurs between April 15 and July 15. April to mid-May is when most burrowing owls are in the egg laying and incubation stages. BUOW egg incubation period is about 27-28 days Chick rearing typically occurs between May 15 and July 1. July 15 is typically considered the late nestling period when most owls are spending time above ground. The non-breeding season (September 1 to January 31). BUOW are semi-colonial and will sometimes share a burrow for incubation and chick rearing.

Following the survey protocol for BUOW within burrowing owl breeding season, no BUOW individuals or sign (burrows, surrogate burrows, feathers, whitewash, castings, prey remains, etc.) were observed within the City Creek Bypass Channel, vacant parcels or adjacent to the roads associated with the Specific Plan area therefore, BUOW is considered currently absent. A single BUOW was observed on the south side of the City Creek Bypass Channel near Victoria in 2021.

Impact Analysis

a. *Less Than Significant Impact With Mitigation Incorporated* – The property has been previously cleared and appears to have been graded. Thus, the project site is mostly vacant, consisting of compacted dirt surface with scattered trash and debris throughout the site. As described under Background, above, the Harikrishna Commercial/Retail Development Project site itself has been recently evaluated as part of the Inland Valley Development Agency (IVDA) AGSP EIR (December 2022). The project site contains no natural habitat and only minimal potential to support BUOW. The site has no potential to support any other species identified as a candidate, sensitive or special status species within the IPaC or CNDDB reports, or the AGSP EIR as discussed under Background, above.

The AGSP identified that the habitat within the vacant parcels throughout the Specific Plan area remain potentially suitable for BUOW because of the presence of surrogate ground squirrel burrows, culvert pipes and short grasses part of the year. As the Harikrishna Commercial/Retail Development Project is presently vacant, further investigation of the site is warranted to protect BUOW. Therefore, mitigation measure (MM) **BIO-1** is recommended to minimize and avoid potential impacts to BUOW.

BIO-1 ***A Pre-construction Burrowing Owl Survey shall be conducted by a qualified biologist at least 3 days prior to any ground disturbing activities, at any time***

of year. Surveys shall be completed following the recommendations and guidelines provided within the Staff Report on Burrowing Owl Mitigation (CDFG, March 2012) or most recent version by a qualified biologist. If an active burrowing owl burrow is detected within any Project disturbance area, or within a 500-foot buffer of the disturbance area, a 300-foot radius buffer zone surrounding the burrow shall be flagged, and no impacts to soils or vegetation or noise levels above 65 dBA shall be permitted while the burrow remains active or occupied. Disturbance-free buffers may be modified based on site-specific conditions in consultation with CDFW. The qualified biologist shall monitor active burrows daily and will increase buffer sizes as needed if owls show signs of disturbance. If active burrowing owl burrows are located within any work area and impact cannot be avoided, a qualified biologist shall submit a burrowing owl exclusion plan to CDFW for review and approval. The burrowing owl exclusion plan shall include permanent compensatory mitigation consistent with the recommendations in the Staff Report on Burrowing Owl Mitigation such that the habitat acreage, number of burrows and burrowing owls impacted are replaced. Passive relocation shall take place outside the nesting season (1 February to 31 August).

With implementation of these mitigation measures potential impacts to sensitive biological resources can be reduced to a less than significant impact. Thus, with no other habitat or species of concern located within the project area, the development of the Harikrishna Commercial/Retail Development Project would have a less than significant potential to have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

b. *No Impact* – Please refer to the response under issue IV(a), above. As described under Background, above, the Harikrishna Commercial/Retail Development Project site, the developable area of the AGSP (Specific Plan) area is not located within designated CH and is separated from the CH for the SBKR and SASU located to the south and east of the Plan Area by the SBIA (Figure IV-2). The proposed Harikrishna Commercial/Retail Development Project site is located to the west of the CH, and is therefore located outside of CH. Neither the project site or surrounding area contain any riparian habitat or other sensitive natural community resources. Therefore, no adverse impact to riparian habitat or any native biological resources would occur from implementing the proposed project. No mitigation is required.

c. *No Impact* – Please refer to the response under issue IV(a), above. According to the IPaC Trust Resources Report (Appendix 5), the project site does not contain any wetlands as defined by Section 404 of the Clean Water Act, or any other sensitive natural community resource. Therefore, with no habitat or species of concern located within the project area, the proposed project would have no potential to have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. No mitigation is required.

d. *Less Than Significant Impact With Mitigation Incorporated* – According to the IPaC Resources Report and the CNDDB (Appendix 5), in addition to the analysis prepared as part of the IVDA AGSP EIR, several species of migratory birds could potentially be affected by construction activities in the area. With no native habitat, and no wildlife corridors that traverse within or adjacent to the project site, implementation of the proposed project is not anticipated to interfere with the movement of native animals of any kind, or to impede the use of any native wildlife nursery sites. However, the site could support nesting birds. Therefore, the following mitigation measure is provided as a contingency in the event that any nesting birds are found at the site location:

BIO-2 ***Nesting bird surveys shall be conducted by a qualified avian biologist no more than three (3) days prior to vegetation clearing or ground disturbance activities. Preconstruction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the preconstruction nesting bird surveys, a Nesting Bird Plan (NBP) shall be prepared and implemented by the qualified avian biologist. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, ongoing monitoring, establishment of avoidance and minimization measures, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, individual/pair's behavior, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. To avoid impacts to nesting birds, any grubbing or vegetation removal should occur outside peak breeding season (typically February 1 through September 1).***

With implementation of the above mitigation measure, any impacts under this issue are considered less than significant.

e. *Less Than Significant Impact With Mitigation Incorporated* –The project site is currently vacant, and appears to have been graded, and thus consists of compacted dirt surface with scattered trash and debris throughout the site. The site itself contains no natural habitat. The City of Highland does have a tree ordinance that protects trees as discussed under Subchapter I, Aesthetics. The proposed project may remove more than 5 trees, and should this occur, the City will require a permit to remove these trees. Thus, implementation of MM **AES-1**, is required to ensure that a permit is received prior to the commencement of construction should the project require the removal of 5 or more trees. Otherwise, due to existing conditions, the project site does not support any other biological resources that might be protected. As such, no other local policies or ordinances protecting biological resources would apply to the proposed project, as no native biological resources exist on site. Therefore, with the implementation of MM **AES-1**, the Harikrishna Commercial/Retail Development Project would have a less than significant potential to conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

f. *No Impact* – Implementation of the project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. There are no applicable Habitat Conservation Plans or Natural Community Conservation Plans in effect within the project area. As discussed above, this site has been reviewed for biological resources, and no habitat or species of concern exist that could be adversely affected by project implementation. No further analysis is needed. No impacts are anticipated, and no mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
V. CULTURAL RESOURCES: Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☒	☐	☐

SUBSTANTIATION: A cultural resources report has been prepared to evaluate the potential for cultural resources to occur within the project area of potential effect entitled "Cultural Resources Study for the Harikrishna Retail/Commercial Center Project, City of Highland, San Bernardino County, California," dated December 1, 2022, prepared by BFSA Environmental Services (BSFA, Appendix 6). The following summary information has been abstracted from this report. It provides an overview and findings regarding the cultural resources found within the project area.

Background

As a part of the environmental review process for the undertaking, a Cultural Resources Study was prepared to in compliance with the California Environmental Quality Act (CEQA). The purpose of the study is to provide the City with the necessary information and analysis to determine whether the proposed project would cause substantial adverse changes to any "historical or archaeological resources" as defined by CEQA, that may exist in or around the project area.

The Cultural Resources Survey Report made a conclusory finding of No Impact regarding cultural resources. No further cultural resources investigation is recommended for the proposed project unless development plans undergo such changes as to include areas not covered by this study. However, if buried cultural materials are encountered during any earth-moving operations associated with the project, all work in the immediate area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds.

Impact Analysis

a&b. *Less Than Significant With Mitigation Incorporated* – CEQA establishes that "a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment" (PRC §21084.1). "Substantial adverse change," according to PRC §5020.1(q), "means demolition, destruction, relocation, or alteration such that the significance of a historical resource would be impaired."

Per the above discussion and definition, no archaeological sites or isolates were recorded within the project boundaries; thus, none of them requires further consideration during this study. In light of this information and pursuant to PRC §21084.1, the following conclusions have been reached for the project:

- No cultural resources within or adjacent to the project area have any potential to be disturbed as they are not within the proposed area in which the facilities will be constructed and developed, and thus, the project as it is currently proposed will not cause a substantial adverse change to any known historical resources.

- No further cultural resources investigation is necessary for the proposed project unless construction plans undergo such changes as to include areas not covered by this study.

However, if buried cultural materials are discovered during any earth-moving operations associated with the project, the following mitigation measure shall be implemented:

CUL-1 ***Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City's onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.***

Additionally, as part of the AB 52 consultation process, the City received a response from the Yuhaaviatam of San Manuel Nation (formerly known as the San Manuel Band of Mission Indians) requesting the following mitigation measures in addition to MMs **TCR-1** and **TCR-2** identified under Section XVIII, Tribal Cultural Resources below:

CUL-2 ***In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.***

CUL-3 ***If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.***

With the above mitigation incorporated, as well as the mitigation identified under Tribal Cultural Resources below, the potential for impacts to cultural resources will be reduced to a less than significant level. No additional mitigation is required.

c. *Less Than Significant With Mitigation Incorporated* –As noted in the discussion above, no available information suggests that human remains may occur within the Area of Potential Effect (APE) and the potential for such an occurrence is considered very low. Human remains discovered during the project will need to be treated in accordance with the provisions of HSC §7050.5 and PRC §5097.98, which is mandatory. State law (Section 7050.5 of the Health and Safety Code) as well as local laws requires that the Police Department, County Sheriff and Coroner's Office receive notification if human remains are encountered. However, the Yuhaaviatam of San Manuel Nation have requested that the following mitigation measure to address unanticipated discovery of human remains or funerary objects be implemented to protect tribal cultural resources as part of the project. Thus, the following mitigation measure shall be implemented:

CUL-4 ***If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted***

pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

With the implementation of the above mitigation measure in addition to compliance with the law, the proposed project would have a less than significant potential to disturb any human remains, including those interred outside of formal cemeteries.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VI. ENERGY: Would the project:				
a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operations?	☐	☒	☐	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

SUBSTANTIATION

a. *Less Than Significant With Mitigation Incorporated* –The proposed project consists of a gas station, carwash, and convenience store on the northeast corner of Palm Avenue and 5th Street in the City of Highland. Energy consumption encompasses many different activities. For example, construction can include the following activities: delivery of equipment and material to a site from some location (note it also requires energy to manufacture the equipment and material, such as harvesting, cutting and delivering wood from its source); employee trips to work, possibly offsite for lunch (or a visit by a catering truck), travel home, and occasionally leaving a site for an appointment or checking another job; use of equipment onsite (electric or fuel); and sometimes demolition and disposal of construction waste. Construction of the proposed project will employ approximately 32 employees on a typical work day, resulting in about 65 round trips per day, which is a minor number of trips requiring energy per day from workers for the approximately 225 working days within which construction will take place. Energy consumption by construction equipment will be reduced through mitigation that requires shutdowns when equipment is not in use after five minutes and ensures that equipment is operated within proper operating parameters (tune-ups) to minimize emissions and fuel consumption. Furthermore, construction contractors are required to demonstrate compliance with applicable California Air Resources Board (CARB) regulations governing the accelerated retrofitting, repowering, or replacement of heavy-duty diesel on- and off-road equipment. Compliance with CARB regulations idling restrictions would also reduce fuel consumption and energy consumption. These requirements are consistent with State and regional rules and regulations. Under the construction scenario outlined above and in the Project Description, the proposed project will not result in wasteful, inefficient, or unnecessary energy consumption during construction. Furthermore, as construction activities would only occur for the short-term duration.

The proposed project will be powered by Southern California Edison (SCE) through the power distribution system located adjacent to the site. SCE will be able to supply sufficient electricity. The site is not anticipated to require a connection to natural gas. The proposed project will employ approximately 8 employees on a typical work day during operation, for a total of up to 15 employees, resulting in about 20 employee round trips per day. Furthermore, mitigation measures (MMs **AQ-4, AQ-5, AQ-6, AQ-7** and **AQ-10**) identified under Section III, Air Quality, above indicate that electric vehicle stations and solar panels will be encouraged to be developed as part of the project should their inclusion in the project be feasible, in addition to requiring the use of electric landscape equipment, and utilizing Energy Star appliances, which will minimize operational energy use even further than through the mandatory energy efficiency requirements discussed below. However, the

Harikrishna Commercial/Retail Development Project structures must be constructed in conformance with a variety of existing energy efficiency regulatory requirements or guidelines including:

- Compliance California Green Building Standards Code, AKA the CALGreen Code (Title 24, Part 11), which became effective on January 1, 2017. The purpose of the CALGreen Code is to improve public health, safety, and general welfare by enhancing the design and construction of building through the use of building concepts encouraging sustainable construction practices.
- The provisions of the CALGreen code apply to the planning, design, operation, construction, use, and occupancy of every newly construction building.
- Compliance The Building Energy Efficiency Standards (CBSC) would ensure that the building energy use associated with the proposed project would not be wasteful or unnecessary.
- Compliance with Indoor Water use consumption reduced through the maximum fixture water use rates.
- Compliance with diversion of construction and demolition materials from landfills.
- Compliance with SBDC Water Efficient Landscape Ordinance Chapter 83-10 – Landscaping Standards.
- Compliance with SBDC Chapter 83.07 – Glare & Outdoor Lighting.
- Compliance with AQMD Mandatory use of low-pollutant emitting finish materials.
- Compliance with AQMD Rules 431.1 and 431.2 to reduce the release of undesirable emissions.
- Compliance with diesel exhaust emissions from diesel vehicles and off-road diesel vehicle/equipment operations.

Compliance with the above regulatory requirements for operational energy use and construction energy use would not be wasteful or unnecessary use of energy. Further, Edison is presently in compliance with State renewable energy supply requirements and Edison will supply electricity to the project. Thus, under the operational scenario for the proposed project, the proposed project will not result in wasteful, inefficient, or unnecessary energy consumption that could result in a significant adverse impact to energy issues based on compliance with the referenced laws, regulations and guidelines. No mitigation beyond those identified above are required.

b. *Less Than Significant Impact* – As discussed under issue VI(a), above, the proposed project would be required to meet the CALGreen energy efficiency standards in effect during permitting of the project. The City's must review of design components and energy conservation measures during the permitting process, which would ensure that all requirements are met. The project's consistency with the applicable state and local plans is discussed below.

Consistency with Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA)
Transportation and access to the project site is provided by the local and regional roadway systems. The project would not interfere with, nor otherwise obstruct intermodal transportation plans or projects that may be realized pursuant to the ISTEA because Southern California Association of Governments is not planning for intermodal facilities on or through the project site.

Consistency with the Transportation Equity Act for the 21st Century (TEA-21)
The project site is located near major transportation corridors with proximate access to the Interstate freeway system. The project site provides access via existing access routes that would be enhanced as part of the proposed project, and therefore takes advantage of existing infrastructure systems, and promotes land use compatibilities through collocation of similarly zoned uses. The project supports the strong planning processes emphasized under TEA-21. The project is therefore consistent with, and would not otherwise interfere with, nor obstruct implementation of TEA-21.

Consistency with Integrated Energy Policy Report (IEPR)
Electricity would continue to be provided to the project by SCE. SCE's Clean Power and Electrification Pathway white paper builds on existing state programs and policies. As such, the project is consistent with, and would not otherwise interfere with, nor obstruct implementation the goals presented in the 2021 IEPR.

Consistency with State of California Energy Plan
The project site is located proximate to transportation corridors with access to the Interstate freeway system. The project site provides access via existing access routes that would be enhanced as part of the proposed project, and therefore takes advantage of existing infrastructure systems. The project therefore supports urban design and planning processes identified under the State of California Energy Plan, is consistent with, and would not otherwise interfere with, nor obstruct implementation of the State of California Energy Plan.

Consistency with California Code Title 24, Part 6, Energy Efficiency Standards
The 2022 version of Title 24 was adopted by the California Energy Commission (CEC) and will become effective on January 1, 2023. As the project building construction is anticipated in 2023, it is presumed that the project would be required to comply with the Title 24 standards in place at that time. Therefore, the project is would not result in a significant impact on energy resources.

Consistency with AB 1493 (Pavley Regulations and Fuel Efficiency Standards)
AB 1493 is not applicable to the project as it is a statewide measure establishing vehicle emissions standards. No feature of the project would interfere with implementation of the requirements under AB 1493.

Consistency with California's Renewable Portfolio Standard (RPS)
California's Renewable Portfolio Standard is not applicable to the project as it is a statewide measure that establishes a renewable energy mix. No feature of the project would interfere with implementation of the requirements under RPS.

Consistency with the Clean Energy and Pollution Reduction Act of 2015 (SB 350)
The proposed project would use energy from SCE, which has committed to diversify its portfolio of energy sources by increasing energy from wind and solar sources. No feature of the project would interfere with implementation of SB 350. Additionally, the project would be designed and constructed to implement the energy efficiency measures for new residential developments and would include several measures designed to reduce energy consumption.

Conclusion

As shown above, the project would not conflict with any of the state or local plans. Therefore, the proposed project would have a less than significant potential to conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VII. GEOLOGY AND SOILS: Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
(ii) Strong seismic ground shaking?	☐	☒	☐	☐
(iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
(iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite land-slide, lateral spreading, subsidence, liquefaction or collapse?	☐	☒	☐	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☒	☐	☐

SUBSTANTIATION: Much of the following information is abstracted from the geology technical report prepared for this proposed project. The study is the *"Preliminary Geotechnical Interpretive Report, Proposed Gasoline Station and Convenience Store Assessor's Parcel Numbers 1201-311-02, 1201-311-03, 1201-311-04, 1201-311-05, 1201-301-14, 1201-301-15, 1201-301-19, Located on the Northeast Corner of Palm Avenue, City of Highland, San Bernardino County, California,"* Earth Strata Geotechnical Services, Inc., October 21, 2021. This report is provided as Appendix 7a. Additionally, a Paleontological Report has been prepared by BFSA Environmental Services for this project titled *"Paleontological Assessment for the Harikrishna Retail/Commercial Center Project,"* dated December 1, 2022 and provided as Appendix 7b to this Initial Study.

a. Ground Rupture

Less Than Significant Impact – The project site is located in the City of Highland, which is located between several active faults, including the San Andreas Fault and the San Jacinto Faults, which are

both classified as Alquist-Priolo Special Study Zones under the Alquist-Priolo Earthquake Fault Zoning Act. Figure VII-1 shows where these faults are located as indicated by the City of Highland General Plan. According to Figure VII-1 and Appendix 7a, the site is not located within an Alquist-Priolo Special Study Zone. Based on this information, the risk for ground rupture at the site location is very low; therefore, it is not likely that future customers and employees of the project will be subject to the hazards from the rupture of a known earthquake fault. Therefore, any impacts under this issue are considered less than significant; no mitigation is required.

Strong Seismic Ground Shaking

Less Than Significant With Mitigation Incorporated – As stated in the discussion above, several faults run through the City, and as with much of southern California, the proposed structures will be subject to strong seismic ground shaking impacts should any major earthquakes occur in the future, as shown on Figure VII-1, which depicts the City's General Plan Map of fault zones, faults, and type of faults that traverse through the City. As a result, and like all other development projects in the City and throughout the Southern California Region, the proposed project will be required to comply with all applicable seismic design standards contained in the Geotechnical Study provided in Appendix 7a. Compliance with the design coefficients in Appendix 7a (page 12) will ensure that structural integrity will be maintained in the event of an earthquake.

GEO-1 ***The site developer shall incorporate the seismic design coefficients provided in Appendix 7a in the design of structures that serve humans at the project site. The goal is to incorporate design measures that will ensure the safety of any new structures in protecting human life in the event of a regional earthquake affecting the site.***

With implementation of MM **GEO-1** impacts associated with strong ground shaking can be controlled to a less than significant impact.

Seismic-Related Ground Failure Including Liquefaction

No Impact – According to the map prepared for the San Bernardino County Land Use Plan General Plan Geologic Hazard Overlays (Figure VII-3), the project site is located in an area that is not considered susceptible to seismic-related ground failure, including liquefaction. The Geotechnical Study provided in Appendix 7a indicates that he proposed structures will be supported by compacted fill and competent alluvium, with groundwater at a depth greater than 200 feet. As such, the potential for earthquake induced liquefaction and lateral spreading beneath the proposed structures is considered very low to remote due to the recommended compacted fill, relatively low groundwater level, and the dense nature of the deeper onsite earth materials. Therefore, the project will not expose people or structures to potential substantial adverse landslide effects, , including the risk of loss, injury, or death involving liquefaction. No impacts under this issue are anticipated and no mitigation is required.

Landslides

No Impact – The project site is essentially flat and is therefore not located in an area in which landslides are anticipated to occur. According to the map prepared for the San Bernardino County Land Use Plan General Plan Geologic Hazard Overlays (Figure VII-3), the project site is not located in an area that is considered susceptible to landslides. Therefore, the project will not expose people or structures to potential substantial adverse landslide effects, including the risk of loss, injury, or death involving landslides. No impacts under this issue are anticipated and no mitigation is required.

b. *Less Than Significant With Mitigation Incorporated* – Due to the existing disturbed nature of the project site, the shallow slope of the site (essentially flat), and the type of project being proposed, a potential for soil erosion, loss of topsoil, and/or placing structures on unstable soils is generally considered less than significant. The project site is vacant with a limited amount of non-native

vegetation coverage. City grading standards, best management practices and the Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) are required to control potentially significant erosion hazards during construction and over the long-term. The WQMP is provided as Appendix 9b to this Initial Study. The topography is generally flat with minor elevation change across the site. The project is anticipated to require minimal cut and fill with any cut being reused to balance the site through grading. During project construction when soils are exposed, temporary soil erosion could occur, which could be exacerbated by rainfall. Project grading would be managed through the preparation and implementation of a SWPPP and will be required to implement best management practices (BMPs) to achieve concurrent water quality controls after construction is completed and the project is in operation. The following mitigation measures or equivalent BMPs shall be implemented to address these issues:

GEO-2 ***Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the project site for future cleanup.***

GEO-3 ***All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the project is being constructed.***

With implementation of the above mitigation measures, implementation of the SWPPP and WQMP, and associated BMPs, any impacts under this issue are considered less than significant.

c. *Less Than Significant With Mitigation Incorporated* – According to the Geotechnical Study (Appendix 7a), the project site is not located within an area considered susceptible to liquefaction or lateral spreading as discussed under issue VII(c), above. Based on the settlement characteristics of the earth materials that underlie the building sites and the anticipated loading, we estimate that the maximum total settlement of the footings will be less than approximately 3/4 inch. It is anticipated that the majority of the settlement will occur during construction or shortly after the initial application of loading. Thus, impacts from settlement shall be mitigated through compliance with MM **GEO-1**, which enforces the implementation of geotechnical design recommendations. Additionally, lateral s[reading potential within the site has been evaluated and incorporated into the geotechnical design recommendations, which shall again be enforced through MM **GEO-1**. The proposed development will involve the clearing of the vegetation on site, as well as excavation for both the underground storage tanks (USTs) for gasoline and diesel storage, and for the stormwater management systems. As discussed under issue VII(a) above, through the implementation of the geotechnical design recommendations enforced through the implementation of MM **GEO-1**, the proposed project would have a less than significant potential to be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse.

d. *Less Than Significant With Mitigation Incorporated* – According to the United States Department of Agriculture Web Soil Survey, the project's Area of Potential Effect (APE) is underlain by Tujunga gravelly loamy sand. Also, refer to the soil description in Appendix 7a. This soil class is, according to the USDA Soil Series website, somewhat excessively drained soils, have negligible to low runoff, and flooding is none to frequent.[5] The laboratory test results included in the Geotechnical Study (Appendix 7a) indicate that the earth materials onsite exhibit a very low expansion potential as classified in accordance with 2019 CBC. Furthermore, expansive soils are typically clay type soils, and given that no clay type soils exist at the project site, the development of the project will not create a substantial risk to life or property by being placed on expansive soils because none exist on the site. With implementation of MM **GEO-1** to enforce geotechnical design recommendations e, impacts under this issue are considered less than significant. No further mitigation is required.

[5] https://soilseries.sc.egov.usda.gov/OSD_Docs/T/TUJUNGA.html

e. *No Impact* – The project does not propose any septic tanks or alternative wastewater disposal systems. Therefore, determining if the project site soils are capable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater does not apply. No impacts are anticipated. No mitigation is required.

f. *Less Than Significant With Mitigation Incorporated* – The potential for discovering paleontological resources during development of the project has been evaluated as part of the Paleontological Assessment provided as Appendix 7b to this Initial Study. The Paleontological Assessment concluded the following:

The existence of late Holocene axial-valley deposits at the project, and the lack of any known fossil specimens or fossil localities from within a several-mile radius encompassing the subject property support the recommendation that paleontological monitoring is not be required during earth disturbance activities at the Harikrishna Retail/Commercial Center Project. However, if fossils of any sort are discovered during grading and earthmoving activities, a paleontologist must be retained to develop a paleontological Mitigation Monitoring and Reporting Program (MMRP) consistent with the provisions of CEQA and those of the guidelines of the Society of Vertebrate Paleontology (2010). Implementation of the paleontological MMRP would mitigate any adverse impacts (loss or destruction) to potential nonrenewable paleontological resources, if present, to a level below significant.

Thus, The following MMRP guidelines, outlined below, are based on the findings stated above. Paleontological monitoring may be reduced on the observations and recommendations of the professional-level project paleontologist. The following MMRP, when implemented, would reduce potential impacts of paleontological resources to a level below significant:

GEO-4 ***If paleontological resources are discovered during earth disturbance activities, the discovery shall be cordoned off with a 100-foot radius buffer so as to protect the discovery from further potential damage, and a county or city-qualified paleontologist shall be consulted to assess the discovery.***

If the discovery is determined to be significant by the paleontologist, an MMRP shall be initiated, which will include notification of appropriate personnel involved and monitoring of earth disturbance activities.

1. ***Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified paleontologist or paleontological monitor. Monitoring will be conducted full-time in areas of grading or excavation in undisturbed sedimentary deposits.***
2. ***Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project paleontologist, who will then notify the concerned parties of the discovery.***
3. ***Paleontological salvage during trenching and boring activities is typically from the generated spoils and does not delay the trenching or drilling activities. Fossils will be collected and placed in cardboard flats or plastic buckets and identified by field number, collector, and date collected. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place. On mass grading projects, discovered fossil sites will be***

protected by flagging to prevent them from being overrun by earthmovers (scrapers) before salvage begins. Fossils will be collected in a similar manner, with notes and photographs being taken before removing the fossils. Precise location of the site is determined with the use of handheld GPS units. If the site involves remains from a large terrestrial vertebrate, such as large bone(s) or a mammoth tusk, that is/are too large to be easily removed by a single monitor, a fossil recovery crew shall excavate around the find, encase the find within a plaster and burlap jacket, and remove it after the plaster is set. For large fossils, use of the contractor's construction equipment may be solicited to help remove the jacket to a safe location.

4. *Isolated fossils will be collected by hand, wrapped in paper, and placed in temporary collecting flats or five-gallon buckets. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place.*
5. *Particularly small invertebrate fossils typically represent multiple specimens of a limited number of organisms, and a scientifically suitable sample can be obtained from one to several five-gallon buckets of fossiliferous sediment. If it is possible to dry screen the sediment in the field, a concentrated sample may consist of one or two buckets of material. For vertebrate fossils, the test is usually the observed presence of small pieces of bones within the sediments. If present, multiple five-gallon buckets of sediment can be collected and returned to a separate facility to wet-screen the sediment.*
6. *In accordance with the "Microfossil Salvage" section of the Society of Vertebrate Paleontology guidelines (2010:7), bulk sampling and screening of fine-grained sedimentary deposits (including carbonate-rich paleosols) must be performed if the deposits are identified to possess indications of producing fossil "microvertebrates" to test the feasibility of the deposit to yield fossil bones and teeth.*
7. *In the laboratory, individual fossils will be cleaned of extraneous matrix, any breaks will be repaired, and the specimen, if needed, will be stabilized by soaking in an archivally approved acrylic hardener (e.g., a solution of acetone and Paraloid B-72).*
8. *Recovered specimens are prepared to a point of identification and permanent preservation (not display), including screen-washing sediments to recover small invertebrates and vertebrates. Preparation of individual vertebrate fossils is often more time-consuming than for accumulations of invertebrate fossils.*
9. *Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage (e.g., the San Bernardino County Museum) shall be conducted. The paleontological program should include a written repository agreement prior to the initiation of mitigation activities. Prior to curation, the lead agency (e.g., the City of Highland) will be consulted on the repository/museum to receive the fossil material.*
10. *A final report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to, and accepted by, the appropriate lead agency, will signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.*

With incorporation of this contingency mitigation, the potential for adverse impact to paleontological resources will be reduces to a less than significant level. No additional mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
VIII. GREENHOUSE GAS EMISSIONS: Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

SUBSTANTIATION: The following information utilized in this section was obtained from the technical study *"Air Quality and Greenhouse Gas Study Harikrishna Gas Station and Carwash Project, City of Highland, CA"* prepared by Entech Consulting Group dated November 2022, and provided as Appendix 4 to this document.

a&b. *Less Than Significant Impact –*

Global Climate Change (GCC) is defined as the change in average meteorological conditions on the earth with respect to temperature, precipitation, and storms. Many scientists believe that the climate shift taking place since the industrial revolution (1900) is occurring at a quicker rate and magnitude than in the past. Scientific evidence suggests that GCC is the result of increased concentrations of greenhouse gases in the earth's atmosphere, including carbon dioxide, methane, nitrous oxide, and fluorinated gases. Many scientists believe that this increased rate of climate change is the result of greenhouse gases resulting from human activity and industrialization over the past 200 years.

An individual project like the project evaluated in this GHGA cannot generate enough greenhouse gas emissions to effect a discernible change in global climate. However, the project may participate in the potential for GCC by its incremental contribution of greenhouse gasses combined with the cumulative increase of all other sources of greenhouse gases, which when taken together constitute potential influences on GCC.

Statewide, the framework for developing the implementing regulations for AB 32 is under way. Maximum GHG reductions are expected to derive from increased vehicle fuel efficiency, from greater use of renewable energy and from increased structural energy efficiency. Additionally, through the California Climate Action Registry (CCAR now called the Climate Action Reserve), general and industry-specific protocols for assessing and reporting GHG emissions have been developed. GHG sources are categorized into direct sources (i.e. company owned) and indirect sources (i.e. not company owned). Direct sources include combustion emissions from on-and off-road mobile sources, and fugitive emissions. Indirect sources include off-site electricity generation and non-company owned mobile sources.

Thresholds of Significance

In 2008, SCAQMD formed a Working Group to identify GHG emissions thresholds for land use projects that could be used by local lead agencies in the SCAB. The Working Group developed several different options that are contained in the SCAQMD Draft Guidance Document – Interim CEQA GHG Significance Threshold, that could be applied by lead agencies. The working group has not provided additional guidance since release of the interim guidance in 2008. The SCAQMD Board has not approved the thresholds; however, the Guidance Document provides substantial evidence supporting the approaches to significance of GHG

emissions that can be considered by the lead agency in adopting its own threshold. The current interim thresholds consist of the following tiered approach:

- Tier 1 consists of evaluating whether or not the project qualifies for any applicable exemption under CEQA.
- Tier 2 consists of determining whether the project is consistent with a GHG reduction plan. If a project is consistent with a qualifying local GHG reduction plan, it does not have significant GHG emissions.
- Tier 3 consists of screening values, which the lead agency can choose, but must be consistent with all projects within its jurisdiction. A project's construction emissions are averaged over 30 years and are added to the project's operational emissions.

If the project's emissions are below the following screening threshold, then the project is less than significant: 3,000 metric tons (MT) CO_2e per year.

Construction Activity GHG Emissions

The project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. The most appropriate threshold for the proposed project would be 3,000 MT CO_2e per year as recommended by SCAQMD for all non-industrial projects to evaluate potential for the project to contribute to GHG emissions cumulatively. Table VIII-1 provides a summary of the greenhouse gas emissions and the CalEEMod model runs are provided in Appendix A to Appendix 4 to this Initial Study.

Table VIII-1
PROJECT GREENHOUSE GAS ANNUAL EMISSIONS
(METRIC TONS CO_2e)

Category	CO_2e
Operational Emissions	1,599
Maximum Construction Emissions[1]	252
Total	**1,851**
Guideline Threshold	3,000

CalEEMod Output provided in appendix

The data provided in Table VIII-2 shows that the project would create 1,851 MTCO2e per year the project's GHG emissions would be within the SCAQMD's thresholds of significance of 3,000 MTCO2e per year. Therefore, impacts would be less than significant.

Consistency with GHG Plans, Programs and Policies

In March 2014, the San Bernardino Associated Governments and Participating San Bernardino County Cities Partnership (Partnership) created a final draft of the San Bernardino County Regional Greenhouse Gas Reduction Plan (Reduction Plan). This Reduction Plan was created in accordance to AB 32, which established a greenhouse gas limit for the state of California. The Reduction Plan seeks to create an inventory of GHG gases and develop jurisdiction-specific GHG reduction measures and baseline information that could be used by the 21 Partnership Cities of San Bernardino County, which include the City of Highland.

SB 32/2017 Scoping Plan Consistency
The *2017 Scoping Plan* Update reflects the 2030 target of a 40% reduction below 1990 levels, set by Executive Order B-30-15 and codified by SB 32. Table VIII-2 summarizes the project's consistency with the *2017 Scoping Plan*. As summarized, the project will not conflict with any of the provisions of the *Scoping Plan* and in fact supports seven of the action categories.

Table VIII-2
2017 SCOPING PLAN CONSISTENCY SUMMARY

Action	Responsible Parties	Consistency
Implement SB 350 by 2030		
Increase the Renewables Portfolio Standard to 50 percent of retail sales by 2030 and ensure grid reliability.	CPUC, CEC, CARB	Consistent. The project would use energy from Southern California Edison (SCE). SCE has committed to diversify its portfolio of energy sources by increasing energy from wind and solar sources. The project would not interfere with or obstruct SCE energy source diversification efforts.
Establish annual targets for statewide energy efficiency savings and demand reduction that will achieve a cumulative doubling of statewide energy efficiency savings in electricity and natural gas end uses by 2030.		Consistent. The project would be designed and constructed to implement the energy efficiency measures for new commercial developments and would include several measures designed to reduce energy consumption. The project would not interfere with or obstruct policies or strategies to establish annual targets for statewide energy efficiency savings and demand reduction.
Reduce GHG emissions in the electricity sector through the implementation of the above measures and other actions as modeled in Integrated Resource Planning (IRP) to meet GHG emissions reductions planning targets in the IRP process. Load-serving entities and publicly- owned utilities meet GHG emissions reductions planning targets through a combination of measures as described in IRPs.		Consistent. The project would be designed and constructed to implement energy efficiency measures acting to reduce electricity consumption. The project includes energy efficient lighting and fixtures that meet the current Title 24 Standards. Further, the project proposes contemporary industrial facilities that would incorporate energy efficient boilers, heaters, and air conditioning systems.
Implement Mobile Source Strategy (Cleaner Technology and Fuels)		
At least 1.5 million zero emission and plug-in hybrid light-duty electric vehicles by 2025.	CARB, California State Transportation Agency (CalSTA), Strategic Growth Council (SGC), California Department of Transportation (Caltrans), CEC, OPR, Local Agencies	Consistent. This is a CARB Mobile Source Strategy. The project would not obstruct or interfere with CARB zero emission and plug-in hybrid light-duty electric vehicle 2025 targets.
At least 4.2 million zero emission and plug-in hybrid light-duty electric vehicles by 2030.		Consistent. This is a CARB Mobile Source Strategy. The project would not obstruct or interfere with CARB zero emission and plug-in hybrid light-duty electric vehicle 2030 targets.
Further increase GHG stringency on all light-duty vehicles beyond existing Advanced Clean cars regulations.		Consistent. This is a CARB Mobile Source Strategy. The project would not obstruct or interfere with CARB efforts to further increase GHG stringency on all light-duty vehicles beyond existing Advanced Clean cars regulations.
Medium- and Heavy-Duty GHG Phase 2.		Consistent. This is a CARB Mobile Source Strategy. The project would not obstruct or interfere with CARB efforts to implement Medium- and Heavy-Duty GHG Phase 2.
Innovative Clean Transit: Transition to a suite of to-be-determined innovative clean transit options. Assumed 20 percent of new		Consistent. This is a CARB Mobile Source Strategy. The project would not

Action	Responsible Parties	Consistency
urban buses purchased beginning in 2018 will be zero emission buses with the penetration of zero-emission technology ramped up to 100 percent of new sales in 2030. Also, new natural gas buses, starting in 2018, and diesel buses, starting in 2020, meet the optional heavy-duty low-NO_X standard.		obstruct or interfere with CARB efforts improve transit-source emissions.
Last Mile Delivery: New regulation that would result in the use of low NO_X or cleaner engines and the deployment of increasing numbers of zero-emission trucks primarily for class 3-7 last mile delivery trucks in California. This measure assumes ZEVs comprise 2.5 percent of new Class 3–7 truck sales in local fleets starting in 2020, increasing to 10 percent in 2025 and remaining flat through 2030.		Consistent. This is a CARB Mobile Source Strategy. The project would not obstruct or interfere with CARB efforts to improve last mile delivery emissions.
Further reduce VMT through continued implementation of SB 375 and regional Sustainable Communities Strategies; forthcoming statewide implementation of SB 743; and potential additional VMT reduction strategies not specified in the Mobile Source Strategy but included in the document "Potential VMT Reduction Strategies for Discussion."		Consistent. The project implements Transportation Demand Measures (TDMs) that would act to reduce VMT.
Increase stringency of SB 375 Sustainable Communities Strategy (2035 targets).	CARB	Consistent. This is a CARB Mobile Source Strategy. The project would not obstruct or interfere with CARB efforts to Increase stringency of SB 375 Sustainable Communities Strategy (2035 targets).
By 2019, adjust performance measures used to select and design transportation facilities		
Harmonize project performance with emissions reductions and increase competitiveness of transit and active transportation modes (e.g., via guideline documents, funding programs, project selection, etc.).	CalSTA, SGC, OPR, CARB, Governor's Office of Business and Economic Development (GO-Biz), California Infrastructure and Economic Development Bank (IBank), Department of Finance (DOF), California Transportation Commission (CTC), Caltrans	Consistent. The project would not obstruct or interfere with agency efforts to harmonize transportation facility project performance with emissions reductions and increase competitiveness of transit and active transportation modes.
By 2019, develop pricing policies to support low-GHG transportation (e.g., low-emission vehicle zones for heavy duty, road user, parking pricing, transit discounts).	CalSTA, Caltrans, CTC, OPR, SGC, CARB	Consistent. The project would not obstruct or interfere with agency efforts to develop pricing policies to support low-GHG transportation.

Action	Responsible Parties	Consistency
Implement California Sustainable Freight Action Plan		
Improve freight system efficiency.	CalSTA, CalEPA, CNRA, CARB, Caltrans, CEC, GO-Biz	Consistent. The project would not obstruct or interfere with agency efforts to improve freight system efficiency.
Deploy over 100,000 freight vehicles and equipment capable of zero emission operation and maximize both zero and near-zero emission freight vehicles and equipment powered by renewable energy by 2030.		Consistent. The project would not obstruct or interfere with agency efforts to deploy over 100,000 freight vehicles and equipment capable of zero emission operation and maximize both zero and near-zero emission freight vehicles and equipment powered by renewable energy by 2030.
Adopt a Low Carbon Fuel Standard with a Carbon Intensity reduction of 18 percent.	CARB	Consistent. When adopted, this measure would apply to all fuel purchased and used by the project in the state. The project would not obstruct or interfere with agency efforts to adopt a Low Carbon Fuel Standard with a Carbon Intensity reduction of 18 percent.
Implement the Short-Lived Climate Pollutant Strategy (SLPS) by 2030		
40 percent reduction in methane and hydrofluorocarbon emissions below 2013 levels.	CARB, CalRecycle, CDFA, SWRCB, Local Air Districts	Consistent. The project would be required to comply with this measure and reduce any project-source SLPS emissions accordingly. The project would not obstruct or interfere agency efforts to reduce SLPS emissions.
50 percent reduction in black carbon emissions below 2013 levels.		
By 2019, develop regulations and programs to support organic waste landfill reduction goals in the SLCP and SB 1383.	CARB, CalRecycle, CDFA SWRCB, Local Air Districts	Consistent. The project would implement waste reduction and recycling measures consistent with State and City requirements. The project would not obstruct or interfere agency efforts to support organic waste landfill reduction goals in the SLCP and SB 1383.
Implement the post-2020 Cap-and-Trade Program with declining annual caps.	CARB	Consistent. The project would be required to comply with any applicable Cap-and-Trade Program provisions. The project would not obstruct or interfere agency efforts to implement the post-2020 Cap-and-Trade Program.
By 2018, develop Integrated Natural and Working Lands Implementation Plan to secure California's land base as a net carbon sink		
Protect land from conversion through conservation easements and other incentives.	CNRA, Departments Within CDFA, CalEPA, CARB	Consistent. The project site is designated for Mixed Use Business Park uses. The project does not propose land conversion. The project would not obstruct or interfere agency efforts to protect land from conversion through conservation easements and other incentives.
Increase the long-term resilience of carbon storage in the land base and enhance sequestration capacity		Consistent. The project site is vacant disturbed property and does not comprise an area that would effectively provide for carbon sequestration. The project would not obstruct or interfere agency efforts to increase the long-term resilience of carbon storage in the land

Action	Responsible Parties	Consistency
		base and enhance sequestration capacity.
Utilize wood and agricultural products to increase the amount of carbon stored in the natural and built environments		Consistent. Where appropriate, project designs will incorporate wood or wood products. The project would not obstruct or interfere agency efforts to encourage use of wood and agricultural products to increase the amount of carbon stored in the natural and built environments.
Establish scenario projections to serve as the foundation for the Implementation Plan		Consistent. The project would not obstruct or interfere agency efforts to establish scenario projections to serve as the foundation for the Implementation Plan.
Establish a carbon accounting framework for natural and working lands as described in SB 859 by 2018	CARB	Consistent. The project would not obstruct or interfere agency efforts to establish a carbon accounting framework for natural and working lands as described in SB 859 by 2018.
Implement Forest Carbon Plan	CNRA, California Department of Forestry and Fire Protection (CAL FIRE), CalEPA and Departments Within	Consistent. The project would not obstruct or interfere agency efforts to implement the Forest Carbon Plan.
Identify and expand funding and financing mechanisms to support GHG reductions across all sectors.	State Agencies & Local Agencies	Consistent. The project would not obstruct or interfere agency efforts to identify and expand funding and financing mechanisms to support GHG reductions across all sectors.

Source: California Air Resources Board, California's 2017 Climate Change Scoping Plan, November 2017 and CARB, Climate Change Scoping Plan, December 2008.

As shown above, the project would not conflict with any of the *2017 Scoping Plan* elements as any regulations adopted would apply directly or indirectly to the project. Further, recent studies show that the State's existing and proposed regulatory framework will allow the State to reduce its GHG emissions level to 40% below 1990 levels by 2030. The project will be compliant with the goal and objectives set forth in the Partnership's Reduction Plan as shown on Table VIII-2. Therefore, consistency with the Reduction Plan would result in a less than significant impact with respect to GHG emissions.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
IX. HAZARDS AND HAZARDOUS MATERIALS: Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☒	☐	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

SUBSTANTIATION: A Phase I Environmental Site Assessment (ESA) has been prepared for the project by Earth Strata Geotechnical Services. This report is dated November 18, 2022, and is provided as Appendix 8 to this Initial Study.

Summary of Findings & Recommendations (Phase I ESA)

A site reconnaissance was performed on November 4, 2022. The Earth Strata Geotechnical Services Assessor was not accompanied by anyone due to the vacant state of the property. The site is currently undeveloped.

In summary, the following findings and conclusions were noted:

- From at least 1938 to 1985, the subject site is undeveloped land. By at least 1989, the northeastern portion of the site is graded and by at least 2006, the northeastern of the site is used for storage purposes. No structures have ever been developed on the subject site. The site vicinity consists of residential, commercial, and industrial development.
- Groundwater is reported in the site vicinity to occur at a depth greater than 200 feet below the ground surface (bgs) and is anticipated to flow in the westerly direction.

- No buildings were noted on site; therefore, asbestos containing building materials (ACMs) and lead-based paint (LBP) are not likely present.
- No on- or off-site environmental concerns were noted.

Recommendations
Based on the Phase I ESA, no evidence or indication of recognized environmental conditions (RECs), historical-RECs (HRECs), controlled-RECs (CRECs), or conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the site has been identified. Therefore, no further investigation is recommended for this site.

Impact Analysis

a&b. *Less Than Significant With Mitigation Incorporated* – During construction of proposed project, hazardous or potentially hazardous materials will be routinely handled in small quantities on the project site. These hazardous materials would include gasoline, diesel fuel, lubricants, and other petroleum-based products used to operate and maintain construction equipment and vehicles; therefore, there is a potential for accidental release of petroleum products in sufficient quantity to pose a significant hazard to people or the environment. A permitted and licensed service provider will conduct the removal of such hazardous materials; any handling, transporting, use or disposal of hazardous materials would comply with all applicable federal, State, and local agencies and regulations. Additionally, due to the potential on-site use and storage of hazardous and flammable materials, the project would also require an Emergency/Contingency Plan that would establish procedures to follow in the event of an emergency situation (such as a fire or hazardous spill). Oversight for this Plan is provided by the San Bernardino County Fire Department, Hazardous Materials Division, and would be reviewed annually and renewed every three years. However, in order to ensure that no accidental releases of hazardous or potentially hazardous materials occur during construction, the following mitigation measure will be incorporated into the SWPPP prepared for the project and it can reduce such a hazard to a less than significant level.

HAZ-1 All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the project development.

The Highland Fire Department indicates that gasoline is considered a hazardous material. Therefore, during the operation phase of the project, hazardous or potentially hazardous materials will be routinely handled, stored, and dispensed on the project site. Because the project will include a gas station, underground storage tanks (USTs) will store gas and diesel on the project site, as shown in Figure 3 (site plan). The USTs will consist of double-walled, fiberglass fuel storage tank with leak detection sensors. Because of the nature of the proposed project as a fuel station, the project will be subject to routine inspection by federal, State, and local regulatory agencies with jurisdiction over fuel dispensing facilities. These regulations and regulatory agencies include provisions established by Section 2540.7, Gasoline Dispensing and Service Stations, of the California Occupational Safety and Health Regulations; Chapter 38, Liquefied Petroleum Gases, of the California Fire Code; Resource Conservation and Recovery Act (RCRA); Highland Fire Department; and, California Department of Forestry and Fire Protection (Cal Fire). The above provisions—the routine inspection of the gas station, the permitted USTs, and all associated fuel delivery infrastructure, as well as compliance with all federal, state and local regulations—will ensure that the project operates in a manner that poses no substantial hazards to the public or the environment. No further mitigation is required.

c. *No Impact* – The proposed project site is not located within one quarter mile of a school. The nearest schools are Cypress Elementary School (located about 0.75-mile northwest of the project site) and Thompson Elementary School (located about 1 mile north of the project site), which is part of the San

Bernardino City Unified School District. Based on this information, implementation of the project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. No adverse impacts are anticipated. No additional mitigation is required.

d. *Less Than Significant Impact* – This site is flat with remnants of an abandoned olive grove, with scattered weeds and other vegetation surrounding the abandoned olive trees. The project will not be located on a site that is included on a list of hazardous materials sites that are currently under remediation. According to the California State Water Board's GeoTracker website (consistent with Government Code Section 65962.5), which provides information regarding Leaking Underground Storage Tanks (LUST), three facilities are listed on the database as Arco AM PM #5617 and Safety Kleen Coorporation. Arco AM PM #5617 is located immediately south of and potentially cross gradient from the site. Safety Kleen Coorporation and Safety Kleen Corp are located approximately 0.10-mile south of and potentially cross gradient of the site. According to GeoTracker, these facilities are listed as "Case Closed." According to the Phase I ESA provided as Appendix 8, based on the regulatory status, direction, and depth to groundwater, these facilities would not be considered an environmental concern to the site. Additionally, a search of the State Hazardous Waste Site database(s) identified no facilities within the vicinity of the project site.

The State Solid Waste Facilities and Landfills and Recycling databases include an inventory of active, closed, and inactive solid waste disposal facilities, landfills, refuse transfer stations, and recycling facilities (non-landfill sites). One facility is listed on the database as "Norton Airforce Base (LNDFLL #2)" Norton Airforce Base and is located approximately 0.14-mile southwest of and downgradient from the site. Additionally, an area mapped as Norton Airforce Base is also located 0.27-mile and northwest of and downgradient of the site. Based on the direction and depth to groundwater, this facility would not be considered an environmental concern to the development of the project site. All other potentially hazardous facilities within a 2,500-foot radius of the project site discussed within the Phase I ESA were determined to not be of an environmental concern to the development of the project site. Therefore, the proposed construction and operation of the site as the Harikrishna Commercial/Retail Development Project will not create a significant hazard to the population or to the environment from their implementation. Impacts under this issue are considered less than Significant. No mitigation is required.

e. *Less Than Significant Impact* – There nearest public airport is the San Bernardino International Airport, the boundary for which is directly adjacent to the project site to the east. No private airports are located within the vicinity of the project. According to the City of Highland General Plan San Bernardino International Airport Influence Area (AIA) map—provided as Figure IX-4—the project site is located within the designated planning boundary. The project will not be constructed at a height greater than that which is allowed by the FAA and the Airport. The City's Municipal Code Chapter 16.40.410 "Airport of overlay zone and safety compatibility" establishes the Airport Safety Zones, which provide greater safety to both aviators and the general public by establishing requirements for land use compatibility reviews within designated areas in close proximity to an airport or heliport. The Airport Safety Zone protects the public health and safety in the area of the airport by minimizing exposure to crash hazards and high noise levels that may be generated by the operations of an airport and to encourage future compatible development for the continued operation of the airport. The proposed project must comply with Chapter 16.40.410 of the City's Municipal Code, and therefore, the project will have a less than significant potential to cause or experience any adverse impact related to public or private airport operations. Impacts under this issue are considered less than significant. No mitigation is required.

f. *Less Than Significant Impact* – The proposed project will operate entirely within the boundaries of the project site, which is located at the northeast corner of 5th Street and Palm Avenue. However, construction will require minimal construction within the adjacent roadways to install laterals for sewer, fire water, and water connections to the site. With only minor off-site improvements envisioned, circulation on these roadways during construction will be maintained. It is not anticipated that development of the project site would impair implementation of or physically interfere with an

adopted emergency response plan or emergency evacuation plan because the site activities will be confined within the proposed project site. The proposed onsite parking and circulation plans will be reviewed by the local Fire Department and Police Department to ensure that the project's ingress/egress are adequate for accommodating emergency vehicles. Finally, a construction traffic plan will be required to be submitted to the Fire Department prior to development in order to provide adequate emergency access during construction of the proposed project. Therefore, there is no potential for the development of the project to physically interfere with any adopted emergency response plans, or evacuation plans. No impacts are anticipated, and no mitigation is required.

g. *No Impact* – According to the Fire Hazard Areas map gathered from the Safety Element of the City's General Plan (Figure IX-5), the proposed project site is not located in an area of concern for fire hazards, particularly due to its location in an urban area at a distance from the nearby San Bernardino Mountains. The proposed project is required to conform to applicable minimum standards for fire safety as defined in the City of Highland Building Code and the 2022 CBC. Therefore, project implementation would not result and a potential to expose people or structures to fire hazards. Potential project-related impacts are less than significant; no mitigation measures are required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
X. HYDROLOGY AND WATER QUALITY: Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☒	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) result in substantial erosion or siltation onsite or offsite?	☐	☐	☒	☐
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?	☐	☐	☒	☐
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?; or,	☐	☒	☐	☐
(iv) impede or redirect flood flows?	☐	☐	☒	☐
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

SUBSTANTIATION: An Infiltration Testing Report has been prepared for the proposed project by Earth Strata Geotechnical Services, Inc. titled "*Infiltration Testing for Water Quality Treatment Areas, Proposed Commercial Development, Assessor Parcel Numbers 1201-311-02, 1201-311-03, 1201-311-04, 1201-311-05, 1201-301-14, 1201-301-15, and 1201-301-19, Located at the Southeast Corner of Palm Avenue and Meines Street, City of Highland, San Bernardino County, California,*" dated October 25, 2021 and provided as Appendix 9a. Additionally, a Water Quality Management Plan (WQMP) has been prepared by Ventura Engineering Inland, Inc. for the proposed project titled *"Water Quality Management Plan For: New Commercial / Retail Agency Number – WQP21-004 APNS: 1201-331-02, 03, 05, 14, 15 & 19,"* dated May 11, 2022 and provided as Appendix 9b.

a. *Less Than Significant With Mitigation Incorporated* – The proposed project is located within the planning area of the Santa Ana Regional Water Quality Control Board (RWQCB). The project would be supplied with water by East Valley Water District (EVWD) that uses groundwater and imported water to meet customer demand.

For a developed area, the only three sources of potential violation of water quality standards or waste discharge requirements are from generation of municipal wastewater, stormwater runoff, and

potential discharges of pollutants, such as accidental spills. Municipal wastewater is collected by EVWD and is currently delivered to San Bernardino Municipal Water Department's Water Reclamation Plant (WRP), which meets the waste discharge requirements imposed by the RWQCB. EVWD is currently developing the Sterling Natural Resource Center (SNRC), anticipated to be online and capable of treating up to 10 million gallons (MG) of wastewater per day by March of 2023. Thus, it is anticipated that project wastewater will be delivered to EVWD's SNRC, which will also meet the waste discharge requirements imposed by the RWQCB.

Under the proposed project, a car wash will be constructed. The carwash will include a gray water recycling system, which will collect, treat, and filter gray water from previous car wash cycles for use with future car wash cycles. Through the use of this gray water recycling system, little or no gray water will be discharged into the municipal sewer system for wastewater treatment. This is illustrated on page 4 of the Grading Plans provided as Appendix 3. Thus, the gray water will not further degrade water quality onsite.

To address stormwater and accidental spills within this environment, any new project must ensure that site development implements a Storm Water Pollution Prevention Plan (SWPPP) and a National Pollutant Discharge Elimination System (NPDES) to control potential sources of water pollution that could violate any standards or discharge requirements during construction and a Water Quality Management Plan (WQMP) to ensure that project-related after development surface runoff meets discharge requirements over the short- and long-term. The WQMP (Appendix 9b) stormwater runoff permit Best Management Practices (BMPs) requirements for capturing, retaining, and treating on site stormwater once the project has been developed. Because the project site consists of pervious surfaces, the project has identified onsite drainage that will generally be directed to the water quality management basins, infiltration, and other water quality control measures that will be developed as part of the project. The SWPPP would specify the BMPs that the project would be required to implement during construction activities to ensure that all potential water pollutants of concern are prevented from discharge, minimized, and/or otherwise appropriately treated prior to being discharged from the subject property. With implementation of these mandatory Plans and their BMPs, as well as MM **HAZ-1** above, the development of project will not cause a violation of any water quality standards or waste discharge requirements.

b. *Less Than Significant Impact* – The project does not propose the installation of any water wells that would directly extract groundwater and the change in pervious surfaces to impervious surfaces will be minimal because the site itself is not large at only 1.9-acre. The project site is located in the San Bernardino Basin (SBB) and is served with water service by EVWD. EVWD's water supply consists primarily of groundwater from wells in the SBB, (accounting for approximately 80% of the total water supply. In addition to groundwater, EVWD provides treated surface water from the Santa Ana River and the State Water Project (SWP), from which it obtains imported water. As stated above, under Subchapter IV, Biological Resources, the proposed project falls within the boundaries of the IVDA AGSP Planning Area. As such, the technical and environmental analyses prepared as part of the IVDA AGSP EIR, published for public review on December 22, 2022, can be utilized in relation to projected water use for projects proposed within the AGSP Planning Area. The AGSP EIR anticipated that commercial uses would demand 2,000 gallons per day per acre, thus, the proposed project is anticipated to demand about 3,800 gallons per day (gpd) or 4.26 AFY in order to support the needs of the project. EVWD's 2020 water use by commercial uses, as defined in the 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan (IRUWMP), was 1,024 AFY, and is projected to grow to 2,197 AFY by 2045. The total water supply in 2045, including potable and non-potable sources is projected to be 25,625 AFY, while the demand for that same period is anticipated to be 22,283 AFY. Thus, the projected water demanded by the proposed project would be well within the projected available supply for water by EVWD for Commercial uses. Therefore, the construction of the Harikrishna Commercial/Retail Development Project is not forecast to cause a significant demand for new groundwater supplies. The potential impact under this proposed project is considered less than significant; no mitigation measures other than the installation of standard water conservation fixtures and use of drought resistant landscaping are required; these measures have been incorporated into the design for the project.

c. i. Result in substantial erosion or siltation onsite or offsite?

Less Than Significant Impact – The proposed project is not anticipated to significantly change the volume of flows downstream of the project site and would not be anticipated to change the amount of surface water in any water body in an amount that could initiate a new cycle of erosion or sedimentation downstream of the project site. The onsite drainage system will capture the incremental increase in runoff from the project site associated with project development. According to the Preliminary WQMP provided as Appendix 9b to this Initial Study, impervious coverage of the site as proposed is anticipated to be about 70.5% of the site after applying preventative site design practices as part of the project Low Impact Development (LID) best management practices (BMPs), and onsite surface flows will be collected and conveyed in a controlled manner through the project site through the identified onsite drainage that will generally be directed to the water quality management basins, infiltration, and other water quality control measures as shown on the Grading Plans provided as Appendix 3. This system will be designed to capture the peak 100-year flow runoff from the project site or otherwise be detained on site and discharged in conformance with City and County requirements. The downstream drainage system will not be altered and given the control of future surface runoff from the project site, thus, the potential for downstream erosion or sedimentation will be controlled to a less than significant impact level.

c. ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?

Less Than Significant Impact – The proposed project will alter the existing drainage courses or patterns onsite but will maintain the existing offsite downstream drainage system through control of future discharges from the site, which would prevent flooding onsite or offsite from occurring. According to the Preliminary WQMP provided as Appendix 9b to this Initial Study, impervious coverage of the site as proposed is anticipated to be about 70.5% of the site after applying preventative site design practices as part of the project LID BMPs, and onsite surface flows will be collected and conveyed in a controlled manner through the project site through the identified onsite drainage that will generally be directed to the water quality management basins, infiltration, and other water quality control measures as shown on the Grading Plans provided as Appendix 3. This system will be designed to capture the peak 100-year flow runoff from the project site or otherwise be detained on site and discharged in conformance with City and County requirements. Thus, the implementation of onsite drainage improvements and applicable requirements will ensure that stormwater runoff will not substantially increase the rate or volume of runoff in a manner that would result in flooding on- or off-site. Impacts under this issue are considered less than significant with no mitigation required.

c. iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less Than Significant With Mitigation Incorporated – As indicated above, the project will not substantially create or contribute runoff water that would exceed the capacity of existing or planned stormwater capacity, or provide substantial additional sources of polluted water, particularly because the site plan includes a perforated infiltration trench, pervious pavement, and other water quality control measures that will collect on-site runoff. The project will require the implementation of a SWPPP and WQMP, and implementation of mitigation measure **HAZ-1**, which will ensure that discharge of polluted material does not occur or is remediated in the event of an accidental spill. However, impervious coverage of the site as proposed is anticipated to be about 70.5% of the site after applying preventative site design practices as part of the project LID BMPs, and onsite surface flows will be collected and conveyed in a controlled manner through the project site through the identified onsite drainage that will generally be directed to the water quality management basins, infiltration, and other water quality control measures as shown on the Grading Plans provided as Appendix 3. At present, the site is mostly pervious, and runoff is either retained on site or is directed into adjacent public rights-of-way; thus, with the development of the site as proposed and through development of the planned drainage systems, runoff from the site would be managed more

efficiently than that which exists at present. Thus, the implementation of onsite drainage improvements and applicable requirements will ensure that that drainage and stormwater will not create or contribute runoff that would exceed the capacity of existing or planned offsite stormwater drainage systems or provide substantial additional sources of polluted runoff. Impacts under this issue are considered less than significant with implementation of mitigation.

c. iv. Impede or redirect flood flows?

Less Than Significant Impact – According to the County of San Bernardino Flood Hazard Map (Figure X-1), the proposed project is not located in a 100-year or 500-year flood hazard area. Furthermore, development of this site is not anticipated to redirect or impede flood flow at the project site, particularly given that surface flows on site will be directed to the onsite drainage features which will be capable of intercepting the peak 100-year flow rate from the project site or otherwise be detained on site and discharged in conformance with San Bernardino County requirements. Therefore, impacts under this issue are considered less than significant and no mitigation is required.

d. *Less Than Significant Impact* – Implementation of the project will not expose people or structures to a significant risk of inundation by seiche, tsunami, or other flood hazards. According to the City of City of Highland Flood Hazards Map (Figure X-2), the project is within the limit of flooded area if the dam were to fail. The Seven Oaks Dam stores an average of about 10,000 acre-feet of water per year and was designed to resist an earthquake measuring 8.0 on the Richter scale, with any point able to sustain a displacement of four feet without causing any overall structural damage. An earthquake event of this magnitude is extremely unlikely. The Pacific Ocean is located more than 50 miles from the Pacific Ocean, which eliminates the potential for a tsunami to impact the project area. Additionally, a seiche would not occur within the vicinity of the project because no lakes or enclosed bodies of water exist near the site that could be impacted by such an event. It is anticipated that through compliance with the City's Municipal Code, implementation of the onsite drainage system, and LID BMPs enforced through the WQMP, inundation hazards within the City would be reduced to a level of less than significant. Therefore, the potential to expose people or structures to a significant risk of pollutants due to inundation would be minimal. No mitigation is required.

e. *Less Than Significant Impact* – The project site is located in the SBB, as described under issue X(b), above, which has been designated very low priority by the Sustainable Groundwater Management Act (SGMA).[6] The SGMA empowers local agencies to form Groundwater Sustainability Agencies (GSAs) to manage basins and requires GSAs to adopt Groundwater Sustainability Plans (GSPs) for crucial groundwater basins in California. The SGMA "requires governments and water agencies of high and medium priority basins to halt overdraft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, these basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, that will be 2040. For the remaining high and medium priority basins, 2042 is the deadline."[7] According to the California Department of Water Resources Groundwater Sustainability Agency Formation Notification System[8], the groundwater basin underlying the project is not considered to be a basin that requires management under the Sustainable Groundwater Management Act. Given that the project is located within a basin that is considered very low priority, no conflict or obstruction of a sustainable groundwater management plan is anticipated. As such, the project would not conflict with a sustainable groundwater management plan. Water consumption and effects in both basins indicates that the proposed project's water demand is considered to be minimal. By controlling water quality during construction and operations through implementation of both short (SWPPP) and long (WQMP) term best management practices at the site, no potential for conflict or obstruction of the RWQCB's water quality control plan has been identified.

[6] https://gis.water.ca.gov/app/bp-dashboard/final/
[7] https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management
[8] https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XI. LAND USE AND PLANNING: Would the project:				
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

SUBSTANTIATION

a. *No Impact* – The project site is designated by the City's General Plan as Industrial use, and it is zoned for Industrial use. The project entitlements include a change in the General Plan land use designation to BP – Business Park and a change in the zone classification to BP – Business Park. The surrounding uses immediately adjacent to the project site also consist of a mix of industrial and commercial uses, with the commercial uses focused on the actual intersection of 5th Street and Palm Avenue. The land use immediately south of the project site is a gas station and convenience store, and as such, the proposed use would conform to the surrounding uses. Consequently, the development of the project site with the proposed use will not divide any established community in any manner and the proposed use will integrate seamlessly with the surrounding uses. Therefore, no adverse impacts under this issue are anticipated and no mitigation is necessary.

b. *Less Than Significant Impact* – The project site is zoned for Industrial use and is designated by the City's General Plan as Industrial use. The project entitlements include a change in the General Plan designation to BP – Business Park and a change in the zone classification to BP – Business Park. The project site is also located within the Airport Influence Area, but the project site is not located within the landing pattern for the Airport's runway. As discussed under issue IX(e), above, the project will not be constructed at a height greater than that which is allowed by the FAA and the Airport. The project also must comply with the provisions set forth in the City's Municipal Code Chapter 16.40.410 "Airport of overlay zone and safety compatibility," which establishes the Airport Safety Zones. Thus, Harikrishna Commercial/Retail Development Project will not directly conflict with routine Airport operations. Therefore, the implementation of this project at this site will be consistent with surrounding land uses. Based on this information, implementation of the proposed project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. Impacts under this issue are considered less than significant and no mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XII. MINERAL RESOURCES: Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☒	☐
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

SUBSTANTIATION:

a. *Less Than Significant Impact* – The City's General Plan, Conservation and Open Space Element, Mineral Resources section indicates that more than one-half of the City is underlain by an MRZ-2 designation (significant deposits are likely to be present, page 5-27 of the Element). However, the General Plan text also further states that "most of the MRZ zones exist in areas that have already been developed." The project site falls within the latter category of MRZ-2 designated land. The intersection of 5th and Palm has been developed for decades, and the approximate 1.9-acre site is too small to support a sand and gravel mining operation. Based on these findings, the proposed project's implementation will have a less than significant impact on overall mineral resource availability within the City of Highland.

b. *No Impact* – The City has not included this proposed project site within its Industrial Extractive classification, and as such, the site is not planned to be used for mining activities by the City. Therefore, the development of the project will not cause any loss of mineral resource values to the region or residents of the state, nor would it result in the loss of any locally important mineral resources identified in the City of Highland General Plan. No adverse impact would occur under this issue. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIII. NOISE: Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of a project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

SUBSTANTIATION

Background

Noise is generally described as unwanted sound. The proposed Harikrishna Commercial/Retail Development Project will be developed within a 1.9-acre site that will include a fuel and diesel station, convenience store, and car wash structures.

The unit of sound pressure ratio to the faintest sound detectable to a person with normal hearing is called a decibel (dB). Sound or noise can vary in intensity by over one million times within the range of human hearing. A logarithmic loudness scale, similar to the Richter scale for earthquake magnitude, is therefore used to keep sound intensity numbers at a convenient and manageable level. The human ear is not equally sensitive to all sound frequencies within the entire spectrum. Noise levels at maximum human sensitivity from around 500 to 2,000 cycles per second are factored more heavily into sound descriptions in a process called "A-weighting," written as "dBA."

Leq is a time-averaged sound level; a single-number value that expresses the time-varying sound level for the specified period as though it were a constant sound level with the same total sound energy as the time-varying level. Its unit is the decibel (dB). The most common averaging period for Leq is hourly.

Because community receptors are more sensitive to unwanted noise intrusion during more sensitive evening and nighttime hours, state law requires that an artificial dBA increment be added to quiet time noise levels. The State of California has established guidelines for acceptable community noise levels that are based on the Community Noise Equivalent Level (CNEL) rating scale (a 24-hour integrated noise measurement scale). The guidelines rank noise land use compatibility in terms of "normally acceptable," "conditionally acceptable," and "clearly unacceptable" noise levels for various land use types. The State Guidelines, Land Use Compatibility for Community Noise Exposure, single-family homes are "normally acceptable" in exterior noise environments up to 60 dB CNEL and "conditionally acceptable" up to 70 dB CNEL based on this scale. Multiple family residential uses are "normally acceptable" up to 65 dB CNEL and "conditionally acceptable" up to 70 CNEL. Schools, libraries and churches are "normally acceptable" up to 70 dB CNEL, as are office buildings and business, commercial and professional uses with some structural noise attenuation.

City of Highland General Plan Noise Element
The City of Highland General Plan Noise Element (Chapter 7 of the General Plan) identifies several policies to minimize the impacts of excessive noise levels throughout the community. The Noise Element provides policy guidance which addresses the generation, mitigation, avoidance, and the control of excessive noise. To protect the City of Highland residents from excessive noise levels, the Noise Element contains the following three goals:

Noise Element: Goal 7.1
Protect sensitive land uses and the citizens of Highland from annoying and excessive noise through diligent planning and regulation.

Noise Element: Goal 7.2
Encourage the reduction of noise from transportation-related noise sources such as automobile and truck traffic.

Noise Element: Goal 7.3
Protect residents from the effects of "spill over" or nuisance noise.

The noise policies specified in the Noise Element provide the guidelines necessary to satisfy each of these goals. To ensure that residents are not exposed to excessive noise levels (Goal 7.1), Policies 7.1.1 to 7.1.7 indicate that sensitive land uses such as housing, health care facilities, schools, libraries, and religious facilities should not experience exterior noise levels greater than 65 dBA CNEL for exterior areas and 45 dBA CNEL for interior areas. City Noise Element Policies 7.2.1 to 7.2.5 outline the transportation-related guidelines and mitigation strategies the City uses to satisfy Goal 7.2. To protect residents from sources of operational and construction noise (Goal 7.3), the Noise Element includes Policies 7.3.1 to 7.3.5 to adopt a Noise Ordinance and ensure noise issues between land uses are reduced.

The City of Highland Municipal Code sets forth the City Standards, guidelines and procedures concerning the regulation of noise. The City categorizes land uses into designated noise zones assign appropriate interior and exterior noise standards. The appropriate interior and exterior noise standards are identified on Tables 7.1 and 7.2 of the General Plan. These tables are provided below as Table XIII-1 and XIII-2, interior and exterior noise standards, respectively.

Table XIII-1
CITY OF HIGHLAND INTERIOR NOISE STANDARDS

Type of Land Use	CNEL (dBA)
Residential	45
Educational/churches, other institutional uses	45
General offices	50
Retail stores, restaurants	55
Manufacturing, warehousing	65
Agricultural	55
Sand and gravel operations	75

Source: Chapter 8.50, Noise Control, City of Highland Municipal Code

Table XIII-2
CITY OF HIGHLAND EXTERIOR NOISE STANDARDS

Type of Land Use	Time Interval	CNEL (dBA)
Residential	10 PM – 7 AM	55
	7 AM – 10 PM	60
Agricultural/Equestrian	10 PM – 7 AM	60
	7 AM – 10 PM	65
Commercial	10 PM – 7 AM	65
	7 AM – 10 PM	70
Manufacturing or warehousing	Any Time	75
Open Space	Any Time	75

Source: Chapter 8.50, Noise Control, City of Highland Municipal Code

EXHIBIT XIII-1
LAND USE COMPATIBILITY FOR COMMUNITY NOISE EXPOSURE

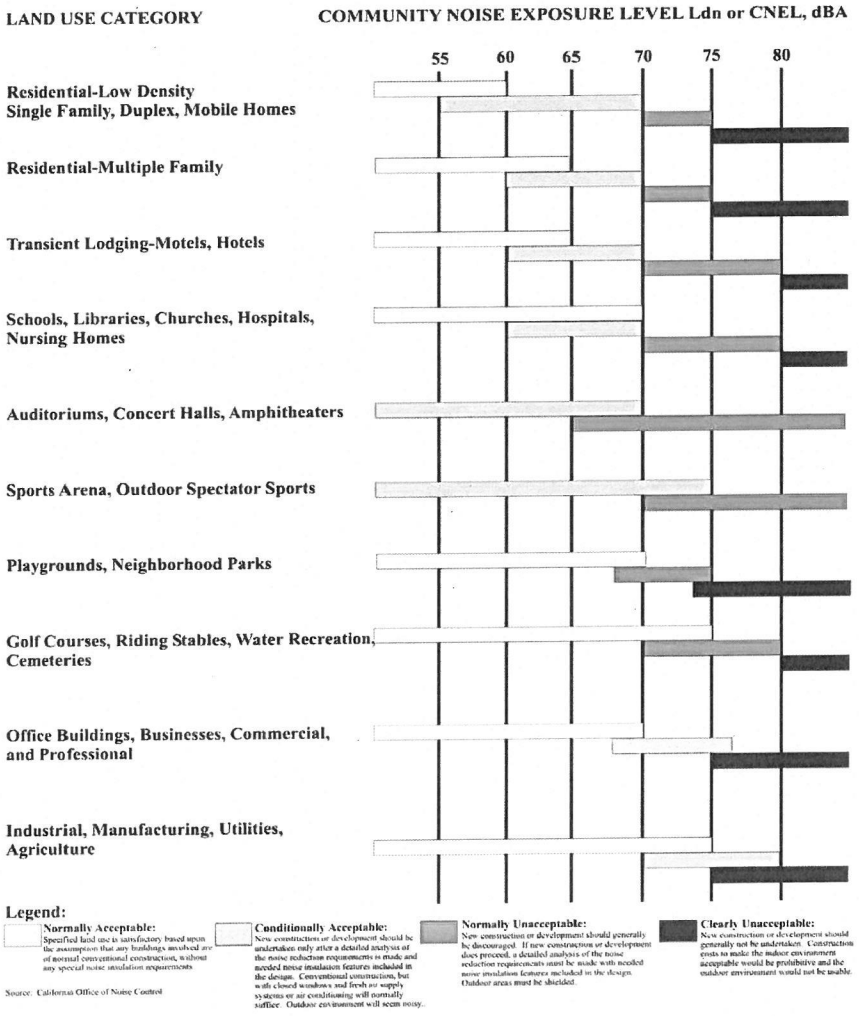


EXHIBIT XIII-2
INTERIOR AND EXTERIOR NOISE STANDARDS

Land Use		*CNEL (dBA)*	
Categories	*Uses*	*Interior* [1]	*Exterior* [2]
Residential	Single and multi-family, duplex	45[3]	65
	Mobile homes	----	65[4]
Commercial	Hotel, motel, transient housing	45	---
	Commercial retail, bank, restaurant	55	---
	Office building, research and development, professional offices	50	---
	Amphitheater, concert hall, auditorium, movie theater	45	---
	Gymnasium (Multipurpose)	50	---
	Sports Club	55	---
	Manufacturing, warehousing, wholesale, utilities	65	---
	Movie Theaters	45	---
Institutional/ Public	Hospital, school classrooms/playgrounds	45	65
	Church, library	45	---
Open Space	Parks	---	65

[1] Indoor environment excluding: bathrooms, kitchens, toilets, closets, and corridors
[2] Outdoor environment limited to:
- Private yard of single-family dwellings
- Multi-family private patios or balconies accessed from within the dwelling (Balconies 6 feet deep or less are exempt)
- Mobile home parks
- Park picnic areas
- School playgrounds
- Hospital patios

[3] Noise level requirement with closed windows, mechanical ventilation or other means of natural ventilation shall be provided as per Chapter 12, Section 1205 of the Uniform Building Code.
[4] Exterior noise levels should be such that interior noise levels will not exceed 45 dBA CNEL.

Airport Noise
The project site is located in close proximity to the San Bernardino International Airport, about one block north of the northeastern boundary of the Airport and is therefore located in a relatively high background noise environment. As of 2019, the project site is outside of the Airport's CNEL 65 noise contour (Figure XIII-1).[9] As a result of the operation of the San Bernardino International Airport's Eastgate Building 1 project, the noise contours have changed significantly as Airport traffic increases related to the operation of the Eastgate Building 1 project. Regardless, once constructed (by 2024), the project site will remain located outside of the 65 CNEL noise contour (Figure XIII-2). As such, the noise environment at the project site is anticipated to increase by the time that the proposed project is constructed and in operation.

Impact Analysis

a. *Less Than Significant With Mitigation Incorporated* – The proposed project is located in a developed area and is adjacent to a major roadway which experiences heavy traffic due to the large number of logistics centers and warehouses located along the 5th and 3rd Street Corridors, particularly given that these routes have been identified as truck routes by the City. Short-term noise levels associate with

[9] San Bernardino County, 2018; AEDT 2d; Adapted by ESA, 2018

project construction activities will not impact any sensitive receptors, as the noise generated from the Airport and from adjacent traffic would dominate the noise environment at the nearest sensitive receptor. Though the project is located in an industrial corridor, there are a few non-conforming uses located across the street from the project site to the south, and as such, there are sensitive receptors nearby that could experience an increased noise level as a result of the proposed project.

Short-Term Noise

The City Municipal Code Section 15.48.030 states that no person shall allow construction activities to commence any earlier than one-half hour before sunrise or to terminate no later than one-half hour after sunset Monday through Sunday. However, emergency construction activities performed either by or on behalf of the City shall be exempt from this requirement. Construction noise is considered a common necessity for new development. Therefore, through compliance with the City's noise standards, short-term construction impacts would not expose persons to or generate noise in excess of standards established by the City or by any other applicable agencies. Thus, short-term construction impacts would be considered less than significant. The project will comply with the City Municipal Code, as construction will occur only within the hours considered allowable by the City. Construction equipment generates noise that ranges between approximately 75 and 90 dBA at a distance of 50 feet. Refer to Table XIII-3 below, which shows construction equipment noise levels at 25, 50 and 100 feet from the noise source. The nearest residence's property line to the project site is located about 600 feet from the project's property line, which would provide sufficient attenuation to ensure constriction noise is minimized at the nearest sensitive receptor. The short-term noise impacts associated with project construction activities are forecast to be less than significant through compliance with the City Municipal Code—as addressed above—and by implementing the following measures. As construction activities may be a nuisance to nearby residents, the following mitigation shall be implemented:

NOI-1 ***The City will require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random field inspections by applicant personnel during construction activities.***

NOI-2 ***Equipment not in use for five minutes shall be shut off.***

NOI-3 ***Equipment shall be maintained and operated such that loads are secured from rattling or banging.***

NOI-4 ***Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic-powered equipment shall be used instead of pneumatic power.***

NOI-5 ***Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment.***

NOI-6 ***No radios or other sound equipment shall be used at this site unless required for emergency response by the contractor.***

NOI-7 ***Public notice shall be given prior to initiating construction. This notice shall be provided to all property owners/residents within 300 feet of the project site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the project. The public notice shall encourage the adjacent residents to contact the supervisor in the case of a complaint. Resident's will be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout***

construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint.

Thus, based on the existing noise circumstances within the vicinity of the project (i.e. from the Airport and from existing traffic along Tippecanoe Avenue), short-term noise impacts are considered less than significant with the implementation of the mitigation measures above.

Long-Term Noise

The long term or permanent change in noise consists of the additional trips associated with full operation of the Harikrishna Commercial/Retail Development Project. Due to the high background noise as a result of the proximity of the Airport and due to the large volume of traffic noise generated at both Palm Avenue and 5th Street directly adjacent to the project site, the additional trips generated to the site each day would not cause a significant change in the existing noise on the project site. Furthermore, due to the high traffic volumes along Palm Avenue and 5th Street, the project site is located in a high existing background traffic noise environment. Additionally, the City of Highland Future Roadway Noise Contours Map (Figure XIII-3) indicates that boundaries of the proposed project fall within the future 65, 70, and 75 CNEL noise limits. Once the project is in operation, the project will require delivery of gasoline, diesel, and convenience store, approximately five to six times a week. Commercial truck delivery activities are not known at this time. Truck access to the project site will be via Palm Avenue and 5th Street. Low speed and idling trucks can generate maximum noise levels of up to 79 dBA at 50 feet away; however, given the more than 600-foot distance of the nearest residences, the proposed project would not exceed or substantially contribute to the CNEL or permanent increase in noise levels. Other sources of potentially excessive noise include those noises associated with tire noise, slamming of doors, and pedestrians. However, with the background noise from the Airport, which, as previously stated, is has recently increased due to increased Airport flight operations, and the short-term, single event nature of the aforementioned activities, operational noise is not expected to violate the City Municipal Code noise standards but will cause temporary increases in noise levels. The project will be required to comply with the Noise Control standards outlined in the City Municipal Code which prohibits the timing of noisy events in the evening, thus with no long-term increases in ambient noise levels, impacts under this issue are considered less than significant. No mitigation is required.

Table XIII-3
NOISE LEVELS OF CONSTRUCTION EQUIPMENT AT 25, 50 AND 100 FEET (in dBA LEQ) FROM THE SOURCE

Equipment	Noise Levels at 25 feet	Noise Levels at 50 feet	Noise Levels at 100 feet
Earthmoving			
Front Loader	85	79	73
Backhoes	86	80	74
Dozers	86	80	74
Tractors	86	80	74
Scrapers	91	85	79
Trucks	91	85	79
Material Handling			
Concrete Mixer	91	85	79
Concrete Pump	88	82	76
Crane	89	83	77
Derrick	94	88	82

Equipment	Noise Levels at 25 feet	Noise Levels at 50 feet	Noise Levels at 100 feet
Stationary Sources			
Pumps	82	79	70
Generator	84	78	72
Compressors	87	81	75
Other			
Saws	84	78	72
Vibrators	82	76	70

Source: U.S. Environmental Protection Agency "Noise"

b. *Less Than Significant Impact* – Vibration is the periodic oscillation of a medium or object. The rumbling sound caused by vibration of room surfaces is called structure borne noises. Sources of groundborne vibrations include natural phenomena (e.g., earthquakes, volcanic eruptions, sea waves, landslides) or human-made causes (e.g., explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous or transient. Vibration is often described in units of velocity (inches per second) and discussed in decibel (dB) units in order to compress the range of numbers required to describe vibration. Vibration impacts related to human development are generally associated with activities such as train operations, construction, and heavy truck movements.

The FTA Assessment states that in contrast to airborne noise, ground-borne vibration is not a common environmental problem. Although the motion of the ground may be noticeable to people outside structures, without the effects associated with the shaking of a structure, the motion does not provoke the same adverse human reaction to people outside. Within structures, the effects of ground-borne vibration include noticeable movement of the building floors, rattling of windows, shaking of items on shelves or hanging on walls, and rumbling sounds. FTA Assessment further states that it is unusual for vibration from sources such as buses and trucks to be perceptible, even in locations close to major roads. However, some common sources of vibration are trains, trucks on rough roads, and construction activities, such as blasting, pile driving, and heavy earth-moving equipment. The Federal Transit Association (FTA) guidelines identify a level of 80 VdB for sensitive land uses. This threshold provides a basis for determining the relative significance of potential project related vibration impacts.

In the short term, the excavation activities required to install the UST have some potential to create some vibration to the adjacent parcels, but with no sensitive receptors within close proximity to the project footprint, no mitigation is necessary to ensure that the proposed project construction does not result in significant vibration. The proposed project would be constructed with smooth pavement throughout the project and would not result in significant groundborne noise or vibration impacts from vehicular traffic during operation. Thus, any impacts under this issue are considered less than significant.

c. *Less Than Significant Impact* – There nearest public airport is the San Bernardino International Airport, the boundary for which is located about one block south of the project site. No private airports are located within the vicinity of the project. According to the City of Highland General Plan San Bernardino International Airport Influence Area (AIA) map—provided as Figure IX-4—the project site is located within the designated planning boundary. As stated in the preliminary discussion at the beginning of this Subchapter, the project site will not be located within any Airport noise contour (Figure XIII-2). The traffic noise along 5th Street and Palm Avenue are at a similar to that which is generated by the Airport. The project's business park use is considered normally acceptable with exterior noise levels between 65-70 CNEL, depending on the time of day (refer to Table XIII-2), with interior standards at 55 CNEL (refer to Figure XIII-1). Furthermore, standard building construction

typically provides up to 25 dBA CNEL of attenuation, which would reduce the interior noise levels within the building to satisfy the 55 dBA CNEL interior noise level standard of the City of Highland General Plan Noise Element. As such, though the project is located within a high background noise environment from the nearby Airport and adjacent traffic noise, the noise levels at the project site would not exceed acceptable noise levels enforced by the City of Highland; therefore, the project would have a less than significant potential to expose people residing or working in the project area to excessive noise levels.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIV. POPULATION AND HOUSING: Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

SUBSTANTIATION

a. *Less Than Significant Impact* – According to the SCAG's profile for the City of Highland (2021), the City had a population of 55,211 in 2020. The type of use planned for the project site is not of a type that would induce substantial population growth in the area. No housing is proposed as part of the project. Relative to the total number residents of Highland—approximately 55,211 persons—an increase of about 15 employees as possible new residents represents a minor increase in the area population. This nominal change in the work force within the City is well within the City's General Plan Build Out population estimate of 72,137 persons within the incorporated City. The proposed project is not anticipated to contribute to substantial growth in the area beyond that which has been planned by the City (an estimated 23.5% until buildout). Thus, based on the type of project, and the small increment of potential indirect population growth the project may generate, the population generation associated with project implementation will not induce substantial population growth that exceeds either local or regional projections.

b. *No Impact* – No occupied residences are located on the project site; therefore, implementation of the proposed project will not displace substantial numbers of existing housing or persons, necessitating the construction of replacement housing elsewhere. No impacts will occur; therefore, no mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XV. PUBLIC SERVICES: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?	☐	☐	☒	☐
b) Police protection?	☐	☐	☒	☐
c) Schools?	☐	☐	☒	☐
d) Parks?	☐	☐	☒	☐
e) Other public facilities?	☐	☐	☒	☐

SUBSTANTIATION

a. *Less Than Significant Impact* – The California Department of Forestry and Fire Protection (CDF) provides fire protection and emergency medical services to the Highland community through a cooperative agreement that provides for CDF employees to staff City-owned facilities and apparatus. The City has three fire stations: Station 541 located at 26974 Base Line; Station 542 located at 29507 Base Line; and Station 543 is located at 7469 Sterling Avenue. Station 541 is located about 1.2 miles north of the project site. The proposed project would include the installation of fire hydrants to assist in combating potential fire hazards should they arise. As previously stated, due to the potential on-site use and storage of hazardous and flammable materials, the project would also require an Emergency/Contingency Plan that would establish procedures to follow in the event of an emergency situation (such as a fire or hazardous spill). Oversight for this Plan is provided by the County of San Bernardino Fire Department, Hazardous Materials Division, and would be reviewed annually and renewed every three years. Implementation of necessary maintenance, training and emergency preparation provided by the Emergency/Contingency Plan, would ensure that the Proposed project would have a less than significant impact on fire protection services. Therefore, impacts under this issue are considered less than significant. No mitigation is necessary.

b. *Less Than Significant Impact* – The proposed project site is in an urbanized area with substantial lighting and substantial traffic flow in the vicinity of the project site, due to the fact that both 5th Street and Palm Avenue are well-traveled. The City of Highland Police Department, which is a part of the San Bernardino County Sheriff service area, would provide police protection services to the project via their headquarters at Baseline and Central. Development of the site, which is, would introduce new structures, employment opportunities and customers to the project site. This would result in an incremental increase in demand for law enforcement services but is not anticipated to require or result in the construction of new or physically altered law enforcement facilities. Prior to the issuance of building permits, the Applicant is required to comply with the provisions of the City of Highland's Development Impact Fee Ordinance (City Municipal Code, Chapter 3.27), which requires a fee payment that the City applies to the funding of public facilities, including law enforcement facilities, vehicles, and equipment. Additionally, the project is not expected to result in any unique or more extensive crime problems that cannot be handled with the existing level of law enforcement resources. No new or expanded police facilities would need to be constructed as a result of the project. Therefore, impacts to police protection resources from implementation of the proposed project are considered less than significant; no mitigation measures are required.

c. *Less Than Significant Impact* – The proposed project is located within the area served by San Bernardino City Unified School District (SBCUSD). The nearest school is located about one mile north/northwest of the project site is Cypress Elementary School on Central Avenue, which is located north of 5th Street. As addressed above under issue Population and Housing, XV(a) above, the proposed project does not include any land uses that would substantially induce population growth and will not require a substantial temporary or permanent labor force. Additionally, the payment of school fees is mandated, and the State has determined that payment of these fees is deemed sufficient to offset any potential impacts from the project. Thus, the proposed project will not generate a substantial increase in elementary, middle, or high school population. Therefore, any impacts under this issue are considered less than significant. No mitigation is required.

d. *Less Than Significant Impact* – As stated in the preceding sections, the proposed project is not anticipated to create a substantial increase in population through providing employment opportunities at the proposed Palm Avenue and 5th Street fuel station and convenience store site. According to the City of Highland General Plan, Chapter 8, Parks, Recreation, and Trails, "the City uses State Quimby Act and its Development Code for fees and land dedications as well as the Capital Improvement Program to establish standards and schedules for acquisition and development of new park or rehabilitation of existing parks and recreation facilities" (City GP pg. 8-3). The proposed project will be required to pay all applicable Development Code fees once the project has been approved. Therefore, with no potential to substantially increase the City's population, the project's contribution to park and recreation facilities within the City would result in a less than significant impact under this issue. No mitigation is required.

e. *Less Than Significant Impact* – Other public facilities include library and general municipal services. Since the project will not directly induce substantial population growth, it is not forecast that the use of such facilities will substantially increase as a result of the proposed project. According to the City General Plan Public Facilities and Services section, the City requires new commercial and industrial development to contribute in-lieu fees for public art improvements. Therefore, the project will be required to contribute these in-lieu fees and these fees are considered sufficient to offset any impacts to other public facilities as a result of implementing the project. Thus, any impacts under this issue are considered less than significant, and no mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVI. RECREATION:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

SUBSTANTIATION

a. *No Impact* – As addressed in the discussion under XIV and XV(d) above, the proposed project does not include a use that would substantially induce population growth and will not require a substantial short- or long-term labor force for either construction or operations of the proposed project. Thus, the proposed project will not generate a substantial increase in residents of the City who would increase the use of existing recreational facilities. Additionally, the proposed project will be developed on land that is designated by the City's General Plan for Industrial use and is not listed in any planning documents as desirable land for future park development, nor would the proposed change in land use designation to BP – Business Park allow for park or recreation use of the project site. Therefore, the proposed project would have no potential to physically deteriorate park or recreational facilities through increased use. No mitigation is required.

b. *No Impact* – The proposed project consists of a fueling, car wash, and convenience store. The project will not include any recreational facilities, nor will it require the construction of new recreational facilities or expansion of new recreational facilities because the proposed project is not anticipated to substantially induce any population growth with related increase in demand for such resources. The use of the site as Harikrishna Commercial/Retail Development Project is not forecast to require a substantial short- or long-term labor force. As a result, no recreational facilities—existing or new—are required to serve the project, thus no new adverse recreational impacts are anticipated under this issue. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVII. TRANSPORTATION: Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☒	☐	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

SUBSTANTIATION: The following section is informed by the "Trip Generation Memo and VMT Screening Assessment Proposed Gas Station and Car Wash NEC Palm Ave and W. 5th St, Highland," (TG & VMT Memo) prepared by K2 Traffic Engineering, Inc, and dated November 16, 2022. The TG & VMT Memo is provided as Appendix 10.

a. *Less Than Significant With Mitigation Incorporated* – Implementation of the project will not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system. The project is located at the northeast corner of the intersection of Palm Avenue and 5th Street in the City of Highland. 5th Street is designated in the City of Highland's Circulation Element as a Major Highway west of Palm Avenue within the City's boundary and as a Primary Arterial east of Palm Avenue. Palm Avenue is designated in the City of Highland's Circulation Element as a Major Highway north of Pacific Street and between Base Line Street and 3rd Street; a Special Collector Street between Pacific Street and Base Line Street; and a Primary Arterial south of 3rd Street. 5th Street from Palm Avenue to State Route (SR) 210 operates at a level of service (LOS) of B; 5th Street from Central Avenue to Palm Avenue operates at an LOS of A. The Level of Service standard for intersections in the City of Highland is LOS D or better for peak hour operations and LOS C or better for roadway segments. Based on the City of Highland's Public Works Policies, Procedures, and Standards, all intersection levels of service below "D" and all roadway segment levels of service below "C" shall be mitigated.

Construction

During construction it is anticipated that a maximum number of 32 employees will be required to support the construction of the project each day. Delivery of construction supplies and removal of any excavated materials, if necessary, will be accomplished using trucks during normal working hours, with a maximum of 45 round trips per day. As such, construction is anticipated to result in less than 100 round-trips per day. The construction traffic is considered minimal and not anticipated to lower the LOS levels within this roadway segment or surrounding segments to an unacceptable level for the temporary duration of construction.

Operation

Given that both Palm Avenue and 5th Street are currently operating at acceptable conditions, and the ingress and egress from the project site will be reviewed by City traffic engineers prior to construction, it is not anticipated that traffic generated by operation of the Harikrishna Commercial/Retail Development Project would lower the LOS levels within this roadway segment or surrounding segments to an unacceptable level.

Based on a review by City Staff, the proposed project is not anticipated to create operational LOS deficiencies at any area intersections, particularly given that the proposed project falls within the IVDA AGSP Planning Area. The existing signal at the corner of 5th Street and Palm Avenue will be updated per City of Highland Street Standards (shown in Appendices 1 and 3). However, the proposed project may contribute to cumulative deficiencies within the City. Thus, in order to ensure that the project generated trips do not result in significant cumulative impacts, the proposed project shall contribute fair share contributions to improve intersections known identified as having the potential to be deficient with cumulative development in the Planning Area:

TRAN-1: ***The project shall be required to contribute its fair share to installing signals at the following intersections under the jurisdiction of the City of Highland:***

- ***Sterling Avenue at 6th Street***
- ***Victoria Avenue at 6th Street***
- ***Central Avenue at 3rd Street***

The City shall determine the appropriate timing in which to install a signal at the above intersections based on actual peak hour operations, engineering judgement and signal peak hour warrant analyses.

Additionally, the proposed project would be required to contribute fair share toward deficient roadway segments as a result of cumulative development in the Planning Area:

TRAN-2 ***The project shall be required to contribute its fair share towards the deficient roadway segments and intersections identified in the AGSP EIR. Fair share contribution shall be contributed in the following manners:***

- ***Fair share contribution shall be tabulated as a percentage of the total project cost ($3,465,119) that shall be based on the square footage of a given future project in relation to the allowable square footage within the AGSP Planning Area. Thus, for this project, which would contribute 12,745 SF of building area to the Planning Area, the project's fair share would be a contribution of 0.139% (equal to $4,800.59) of the total fair share cost for Planning Area related traffic.***[10]

By utilizing the circulation data provided in the 2022 IVDA AGSP EIR, the proposed project's contribution to mitigate future cumulative circulation deficiencies has been quantified and can be mitigated through the implementation of MM **TRAN-1** and **TRAN-2**, above.

The project site is currently accessible by car and sidewalk has been installed along the project frontages at 5th Street, Meines Court, and Palm Avenue. As shown in the Architectural Plans (Appendix 1) and Grading Plans (Appendix 3), the proposed project will include improvements to the existing sidewalk to include AGA improvements. Class II bike lanes (intended to delineate the rights-of-way assigned to bicyclists and motorists) are located at the following locations in the vicinity of the project site: 3rd Street from Palm Avenue to Victoria Avenue, 5th Street from SR-210 to Tippecanoe Avenue and Palm Avenue in the vicinity of the project. Additionally, Class III bike lanes (shared facilities serving either to provide continuity to other bicycle facilities or to designate preferred routes through high-demand corridors) are located at the following locations in the vicinity of the project site: Sterling Avenue from 5th Street to 6th Street, Victoria Avenue from 5th Street to 6th Street, and Tippecanoe from 5th Street to 6th Street. The project will continue to enable the existing bike lanes to operate and thus, the site will continue to be accessible by existing means of transport, with enhanced access to the site through the proposed driveways.

The project site is located within the service area of Omnitrans. The OmniTrans bus stops located closest to the project area are located at: Central Avenue at 5th Street and Palm Avenue at 5th Street. The project will continue to enable the existing transit routes to operate and thus, the site will continue

[10] https://ceqanet.opr.ca.gov/2022060349/2

to be accessible by existing means of transport. Based on this information, the proposed project is not anticipated to conflict with the circulation of any alternative modes of transportation.

Based on a review of the circulation in the vicinity of the Harikrishna Commercial/Retail Development Project, with the implementation of MM **TRAN-1** and **TRAN-2**, this project would have a less than significant potential to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities.

b. *Less Than Significant Impact* – Senate Bill 743 mandates that California Environmental Quality Act (CEQA) guidelines be amended to provide an alternative to Level of Service for evaluating transportation impacts. The amended CEQA guidelines, specifically Section 15064.3, recommend the use of Vehicle Miles Traveled (VMT) for transportation impact evaluation. For the purposes of this analysis the recommended VMT analysis methodology and thresholds identified within the Technical Advisory and the City's analysis methodology have been used.

The San Bernardino County Transportation Authority (SBCTA) has released the "Recommended Traffic Impact Analysis for Vehicle Miles Traveled and Level of Service Assessment" to identify a number of screening criteria that may be applied to effectively screen projects from conducting a project-level assessment. The City utilizes this methodology to determine VMT significance. The project has met the following screening criteria:

- TPA SCREENING: The SBCTA guidelines state that projects located within a Transit Priority Area (TPA) may be presumed to have a less than significant impact absent substantial evidence to the contrary. Based on the SBCTA screening tool results presented in Figure XVII-1 the project is not located within ½ mile of an existing major transit stop, or along a high-quality transit corridor.
  - This screening criteria is NOT MET.
- LOW VMT AREA SCREENING: The SBCTA guidelines state that residential and office projects located within low VMT-generating areas may be presumed to have a less than significant impact absent substantial evidence to the contrary. Employment- related and mixed-use land use projects may also qualify for this screening step if the project can be expected to generate a VMT that is similar to the existing land uses in the low VMT area. Based on the SBCTA screening tool results presented in Figure XVII-1, the project is not located within a low VMT area.
  - This screening criteria is NOT MET.
- PROJECT TYPE: Local serving projects reduce the number of vehicle miles traveled by providing residents with more employment opportunities locally. In accordance with the SBCTA guidelines, local serving retail projects less than 50,000 square feet may be presumed to have a less than significant impact absent substantial evidence to the contrary. The Project consists of a local serving gas station and car wash facilities that provide local services and is expected to reduce overall VMT.
  - This screening criteria is MET.

Based on our review of applicable VMT screening thresholds, the proposed project meets the Project Type screening and would therefore result in a less than significant VMT impact; no additional VMT analysis is required, and no mitigation is necessary.

c. *Less Than Significant Impact* – The proposed project will occur within the project site boundaries, with only minor off-site improvements envisioned. Development of the site will require minimal construction within the adjacent roadways to install laterals for sewer, fire water, and water connections to the site. With only minor off-site improvements envisioned, circulation on these roadways during construction will be maintained. Large trucks delivering equipment or removing small quantities of excavated dirt or debris can enter the site without major conflicts with the flow of traffic on the roadways used to access the site. Primary access to the site will be provided via new site access driveways along Palm Avenue, 5th Street and Meines Court. Design of driveways, internal roadways, and intersections will be based on City Code, which sets the standard for such design. As the proposed project will be designed to avoid impacting major roadways, site access has been designed such that the project would not increase hazards due to a geometric design feature or incompatible uses, and as such construction traffic is not anticipated to result in any conflicts with the

surrounding roadways. Additionally, the proposed project would be required to comply with all applicable fire code and ordinance requirements for construction and access to the site. Emergency response and evacuation procedures would be coordinated with the City and the County, as well as the police and fire departments. In the long term, impacts to any hazards or incompatible uses in existing or planned roadways are anticipated to be less than significant. Operation of the proposed project would be similar to the surrounding uses, and the design of the project would not create any hazards to surrounding roadways. Thus, any impacts are considered less than significant without the need for added mitigation.

d. *Less Than Significant Impact* – The proposed project will occur within the project site boundaries, with only minor off-site improvements envisioned. Development of the site will require minimal construction within the adjacent roadways to install laterals for sewer, fire water, and water connections to the site. With only minor off-site improvements envisioned, emergency access on these roadways during construction will be maintained. As stated above, project access will be designed in accordance with all applicable design and safety standards required by adopted fire codes, safety codes, and building codes established by the City's Engineering and Fire Departments. Site access, as discussed above, will be provided via new site access driveways along Palm Avenue, 5th Street and Meines Court. Ultimately, access to the site must comply with all City design standards and would be reviewed by the City to ensure that inadequate design features or incompatible uses do not occur. Additionally, the project will comply with City and fire requirements for emergency access, in conjunction with the City's development review process, to ensure that the proposed project would not hinder emergency access within the project site once the Harikrishna Commercial/Retail Development Project has been developed. Thus, because of the lack of adverse impact on local circulation a less than significant potential for significant impacts on emergency access are forecast to occur during construction and operation. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XVIII. TRIBAL CULTURAL RESOURCES: Would the project cause a substantial change in the significance of tribal cultural resources, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to the California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in sub-division (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

SUBSTANTIATION

A Tribal Resource is defined in the Public Resources Code section 21074 and includes the following:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe that are either of the following: included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources as defined in subdivision (k) of Section 5020.1;
- A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purpose of this paragraph, the lead agency shall consider the significance of the resources to a California American tribe;
- A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape;
- A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a "non-unique archaeological resource" as defined in subdivision (h) of Section 21083.2 may also be a tribal resource if it conforms with the criteria of subdivision (a).

a&b. *Less Than Significant With Mitigation Incorporated* – The project site is located within the area of cultural significance for several area tribes. As stated in the project Description, the City sent letters to the area tribes who have requested to be consulted on projects within the City pursuant to AB-52. Consultation was requested by the Yuhaaviatam of San Manuel Nation (YSMN or Nation) (formerly known as the San Manuel Band of Mission Indians) on December 7, 2022. The Nation has requested that several mitigation measures intended to protect tribal cultural resources be adopted as part of the proposed project. Thus, the following mitigation measures in addition to mitigation measures **CUL-2** through **CUL-4** identified under Subchapter V, Cultural Resources above, shall be implemented as part of the proposed project:

TCR-1 ***The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in MM CUL-2, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.***

TCR-2 ***Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to The Yuhaaviatam of San Manuel Nation (YSMN). The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.***

AB 52 concluded with no further responses from any of the area tribes. As such, with implementation of mitigation measures **CUL-1** through **CUL-4**, and the mitigation measures identified above, the project is not anticipated to cause a change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape, or object with cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe. No further mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XIX. UTILITIES AND SERVICE SYSTEMS: Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

SUBSTANTIATION

a. Water

Less Than Significant Impact – Water will be provided by the EVWD. The project is located in an area that is currently served by water transmission lines, and as such, the proposed project will be served by an existing water transmission line located within the roadway adjacent to the project site. It is not anticipated that the relocation or construction of new or expanded water transmission would be required to serve the proposed project. The project would be supplied with water by EVWD that mostly uses groundwater from the SBB groundwater, treated surface water, and imported water to meet customer demand. As previously stated under issue X, Hydrology and Water Quality, the IRUWMP (2020) identifies sufficient water resources to meet demand in its surface area. The project will operate under the guidelines outlined in the UWMP and within EVWD's capacity, and the estimated water demand will represent only a nominal percentage of the surplus that currently exists in the water supply. The anticipated demand of water supply within EVWD's retail service area is anticipated to be greater than the demand for water in the future, which indicates that the EVWD has available capacity to serve the proposed project. Therefore, development of the Harikrishna Commercial/Retail Development Project would not result in a significant environmental effect related to the relocation or construction of new or expanded water facilities. Impacts are less than significant.

Wastewater

Less Than Significant Impact – Wastewater collection will be provided by EVWD, which currently delivers wastewater to San Bernardino Municipal Water Department's WRP. EVWD is currently developing the SNRC, anticipated to be online and capable of treating up to 10 MG of wastewater per day by March of 2023. Thus, it is anticipated that project wastewater will be delivered to EVWD's

SNRC. The project is located in an area that is currently served by sewer transmission lines, and as such, the proposed project will be served by an existing sewage transmission line located within the roadway adjacent to the project site. It is not anticipated that the relocation or construction of new or expanded wastewater transmission would be required to serve the proposed project. Given that the SNRC has been sized to accept EVWD's projected service area wastewater, it is not anticipated that EVWD would need to expand their existing facilities to accommodate the wastewater generated by the proposed project. This is discussed further under issue XIX(c) below. Therefore, development of the project would not result in a significant environmental effect related to the relocation or construction of new or expanded wastewater facilities. Impacts are less than significant.

Stormwater

Less Than Significant Impact – The stormwater runoff, will be managed in accordance with the WQMP (Appendix 9b) as discussed in the Hydrology and Water Quality Subchapter (Subchapter X) of this Initial Study. The onsite drainage system will capture the incremental increase in runoff from the project site associated with project development. According to the Preliminary WQMP provided as Appendix 9b to this Initial Study, impervious coverage of the site as proposed is anticipated to be about 70.5% of the site after applying preventative site design practices as part of the project Low Impact Development (LID) best management practices (BMPs), and onsite surface flows will be collected and conveyed in a controlled manner through the project site through the identified onsite drainage that will generally be directed to the water quality management basins, infiltration, and other water quality control measures as shown on the Grading Plans provided as Appendix 3. This system will be designed to capture the peak 100-year flow runoff from the project site or otherwise be detained on site and discharged in conformance with City and County requirements. Therefore, surface water will be adequately managed on site and as such, development of the project would not result in a significant environmental effect related to the relocation or construction of new or expanded stormwater facilities. Impacts are less than significant.

Electric Power

Less Than Significant Impact – Southern California Edison (SCE) will provide electricity to the site and the power distribution system located adjacent to the site will be able to supply sufficient electricity. There are existing electrical power lines that traverse the property, in which the project will be connected. No construction or relocation of electric facilities will be required to serve the project. Therefore, development of the project would not result in a significant environmental effect related to the relocation or construction of new or expanded electric power facilities. Impacts are less than significant.

Natural Gas

No Impact – Natural gas will not be required to serve the project. No construction or relocation of natural gas facilities will be required to serve the project. Therefore, development of the project would not result in a significant environmental effect related to the relocation or construction of new or expanded natural gas facilities. No impacts are anticipated, and no mitigation is required.

Telecommunications

Less Than Significant Impact – Development of the Harikrishna Commercial/Retail Development Project would require connection to telecommunication services, including wireless internet service and phone service. This can be accomplished through connection to existing services that are available to the developer at the project site. Therefore, development of the project would not result in a significant environmental effect related to the relocation or construction of new or expanded telecommunications facilities. Impacts are less than significant.

b. *Less Than Significant Impact* – Please refer to the discussion under Subchapter X, Hydrology, issue b, above. The anticipated available water supply within EVWD's retail service area is

anticipated to be greater than the demand for water in the future, which indicates that the EVWD has available capacity to serve the proposed project. The proposed project is anticipated to demand about 3,800 gpd or 4.26 AFY in order to support the needs of the project. EVWD's total water supply in 2045, including potable and non-potable sources is projected to be 25,625 AFY, while the demand for that same period is anticipated to be 22,283 AFY. Thus, the projected water demanded by the proposed project would be well within the projected available supply for water by EVWD. Therefore, the construction of the Harikrishna Commercial/Retail Development Project is not forecast to cause a significant demand for water supplies. Given that the 2020 IRUWMP indicates that EVWD anticipates ample water supply will be available to serve the project's minimal daily demand it is anticipated that the project will have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. Impacts under this issue therefore are considered less than significant.

c. *Less Than Significant Impact* – The proposed project would install wastewater infrastructure within the site to serve the fuel and diesel station, convenience store, and car wash structures concurrent with the development of the site. All wastewater generated by the interior plumbing system of the proposed project would be discharged into the local sewer main and conveyed for treatment through EVWD's SNRC, which is anticipated to be operable by March of 2023. Capable of treating up to 10 million gallons a day, the SNRC's reclaimed water is intended to be used to recharge the local Bunker Hill Groundwater Basin.[11] According to the 2019 EVWD Sewer System Management Plan (SSMP), the existing wastewater transmission system, as well as the previously analyzed and planned for transmission system associated with the development of the SNRC, for which development is currently underway, is anticipated to have appropriate capacities to accommodate development within the IVDA AGSP Planning Area, within which the proposed project falls. The car wash has the potential for the greatest need for the conveyance and disposal of wastewater. However, the carwash will include a gray water recycling system, which will collect, treat, and filter gray water from previous car wash cycles for use with future car wash cycles. Though the use of this gray water recycling system, little or no gray water will be discharged into the municipal sewer system for wastewater treatment. The other components of the project will generate only a modest amount of wastewater, through the use of the onsite bathroom facilities. This wastewater will represent a miniscule percentage of the available capacity of the permitted wastewater treatment capacity available through EVWD. Based on the discussion above, it is anticipated that there will be available capacity to accommodate the demand generated by the proposed project. Impacts under this issue are less than significant.

d&e. *Less Than Significant Impact* – The proposed project will generate demand for solid waste service system capacity and has a potential to contribute to potentially significant cumulative demand impacts on the solid waste system.

Construction Waste

The proposed project site is vacant, with only fencing around a small portion of the site remaining that would need to be disposed of. In accordance with CALGreen code 5.408.4, 100 percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing must be reused or recycled. As this is a mandatory requirement, no mitigation is required to ensure compliance by the proposed project. For the minimal waste generated during construction, because of increased construction recycling efforts resulting from CALGreen and other regulations, opportunities for construction recycling are becoming easier to find. According to the San Bernardino County Construction & Demolition Waste Recycling Guide & Directory,[12] there are several facilities in the vicinity of the project site that accept C&D waste (appliances, asphalt, block rock, brick, cardboard, carpet and padding, concrete, concrete with rebar, dry wall, electrical, furniture, gravel, metals, mixed loads, organics, plumbing, rock, roof tile, sand, soil, stucco, tile, and wood). refer to

[11] https://www.eastvalley.org/281/Sterling-Natural-Resource-Center
[12] http://cms.sbcounty.gov/portals/50/solidwaste/CandD_Recycling_Guide.pdf

the list of facilities provided within the San Bernardino County Construction & Demolition Waste Recycling Guide & Directory.

Operational Waste

Solid waste generation rates outlined on the CalRecycle[13] website indicate the following solid waste generation rates for specific uses, also below are the solid waste generation rates calculated for the proposed project.

- Convenience Store (gas station): 0.9 lbs / 100 SF / day = **41.58 lbs / day**
- Car Wash: 0.9 lbs / 100 SF / day = **12.48 lbs / day**
- **TOTAL:** = **54.06 lbs / day**

The total solid waste generated per year would equal about 9.87 tons, or after an assumed 50% diversion to be recycled per the state's solid waste diversion requirements under AB 939, the project solid waste generation will be about 4.93 tons per year. Additionally, as the project would be implemented after 2022, operation of the future development under the project would be required to comply with SB1383, otherwise known as "California's Short-Lived Climate Pollutant Reduction" law, often called SB 1383, which establishes methane reduction targets for California. California SB 1383 sets goals to reduce disposal of organic waste in landfills, including edible food. [14] The bill's purpose is to reduce greenhouse gas emissions, such as methane, and address food insecurity in California. This requires jurisdictions to implement mandatory organic waste collection and recycling in a statewide effort to divert organic waste from landfills with goals to:

- Reduce organic waste disposal 50% by 2020 and 75% by 2025
- Recover at least 20% of currently disposed surplus edible food by 2025

As such, over the planning horizon, the project may generate organic waste, and much of the organic waste produced by the project in future will be required to be diverted from landfills, and as such, the amount of waste generated by development of the project that would end up in landfills is even less than that which is projected above. With the City's mandatory source reduction and recycling program, the proposed project is not forecast to cause a significant adverse impact to the waste disposal system.

The City of Highland General Plan identifies landfills that serve the planning area. The San Timoteo Sanitary Landfill and Mid-Valley Sanitary Landfill serve the project area. The San Timoteo Sanitary Landfill and Mid-Valley Sanitary Landfill serve the project area. The San Timoteo Sanitary Landfill has a maximum permitted daily capacity of 2,000 tons per day, with a permitted capacity of 20,400,000 cubic yards (CY), with 11,402,000 CY of capacity remaining. The Mid-Valley Sanitary Landfill has a maximum permitted daily capacity of 7,500 tons per day, with a permitted capacity of 101,300,000 CY, with 67,520,000 CY of capacity remaining. According to Jurisdiction Landfill Tonnage Reports from the City of Highland, 33,620 total tons of solid waste was hauled to area landfills in 2020.[15] Therefore, the proposed project would consist of about 0.015% of solid waste generation within the City of Highland. The City of Highland contracts with Burrtec Waste and Recycling Services to provide regular trash, recycling, and green waste pickup. It is not anticipated that the project will generate a significant amount of construction waste, as the project aims to use any excavated material on site, with a neutral amount of cut and fill. However, should the proposed project need to remove any excess soils, the soil removal will be accomplished using trucks during normal working hours, with a maximum of 45 round trips per day. Furthermore, any hazardous materials collected on the project site during either construction of the project will be transported and disposed of by a permitted and licensed hazardous materials service provider. Therefore, the project is expected to comply with all regulations related to solid waste under federal, state, and local statutes, and be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs. No further mitigation is necessary.

[13] https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates
[14] https://reducewaste.sccgov.org/food-recovery/understand-senate-bill-sb-1383#3925188384-318395615
[15] https://www2.calrecycle.ca.gov/LGCentral/AnnualReporting/ReviewReports/DisposalTonnageTrend

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XX. WILDFIRE: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

SUBSTANTIATION

a-d. *No Impact* – The proposed project is not located in or near state responsibility areas or lands classified as very high fire hazard severity zone, therefore the proposed project can have no impacts to any wildfire issues. As stated in previous sections, according to the City of Highland Fire Hazard and Safety Overlay Map prepared for the whole of the City, the proposed project is not located within the fire safety severity zone (Figure IX-5). Furthermore, according to CAL FIRE, the proposed project is not located within a Very High Fire Hazard Severity Zone in a Local Responsibility Area (LRA) or in a State Responsibility Area (SRA), which is illustrated on Figure XX-1. The proposed project area is located in an urban area removed from the high fire hazard areas that are located adjacent to the San Bernardino Mountains to the north. As such, no impacts under these issues are anticipated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
XXI. MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☒	☐	☐

SUBSTANTIATION

The analysis in this Initial Study and the findings reached indicate that the proposed project can be implemented without causing any new project specific or cumulatively considerable unavoidable significant adverse environmental impacts. Mitigation is required to control potential environmental impacts of the proposed project to a less than significant impact level. The following findings are based on the detailed analysis of the Initial Study of all environmental topics and the implementation of the mitigation measures identified in the previous text and summarized following this section.

a. *Less Than Significant With Mitigation Incorporated* – The project has no potential to cause a significant impact any biological or cultural resources. The project has been identified as having no potential to degrade the quality of the natural environment, substantially reduce habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal. The project requires mitigation to protect burrowing owl and nesting birds in order to prevent significant impacts to biological resources from occurring as a result of implementation of the project. Based on the historic disturbance of the site, and its current condition, the potential for impacting cultural resources is low. The Cultural Resources Report determined that no cultural resources of importance were found at the project site, so it is not anticipated that any resources could be affected by the project because no cultural resources exist. However, because it is not known what could be unearthed upon any excavation activities, contingency mitigation measures are provided to ensure that, in the unlikely event that any resources are found, they are protected from any potential impacts. Please see biological and cultural sections of this Initial Study.

b. *Less Than Significant With Mitigation Incorporated* – The project has 11 potential impact categories that are individually limited, but may be cumulatively considerable. These are: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Energy, Geology & Soils, Hazards & Hazardous Materials, Hydrology & Water Quality, Noise, Transportation, and Tribal Cultural Resources. The project is not considered growth-inducing, as defined by *State CEQA Guidelines*. These referenced issues require the implementation of mitigation measures to reduce impacts to a less than significant level and

ensure that cumulative effects are not cumulatively considerable. All other environmental issues were found to have no potential significant impacts without implementation of mitigation. The potential cumulative environmental effects of implementing the proposed project have been determined to be less than considerable and thus, less than significant impacts.

c. *Less Than Significant With Mitigation Incorporated* – The proposed project includes activities that have a potential to cause direct substantial adverse effects on humans. The issues of Air Quality, Geology and Soils, Hazards & Hazardous Materials, and Noise require the implementation of mitigation measures to reduce human impacts to a less than significant level. All other environmental issues were found to have no significant impacts on humans without implementation of mitigation. The potential for direct human effects from implementing the proposed project have been determined to be less than significant.

Conclusion

This document evaluated all CEQA issues contained in the latest Initial Study Checklist form. The evaluation determined that either no impact or less than significant impacts would be associated with the issues of Agriculture and Forestry Resources, Greenhouse Gases, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, and Wildfire. The issues of Aesthetics, Air Quality, Biological Resources, Cultural Resources, Energy, Geology & Soils, Hazards & Hazardous Materials, Hydrology & Water Quality, Noise, Transportation, Tribal Cultural Resources, require the implementation of mitigation measures to reduce project specific and cumulative impacts to a less than significant level. The required mitigation has been proposed in this Initial Study to reduce impacts for these issues to a less than significant impact level.

Based on the evidence and findings in this Initial Study, the City of Highland proposes to adopt a Mitigated Negative Declaration for the Harikrishna Commercial/Retail Development Project. A Notice of Intent to Adopt a Mitigation Negative Declaration (NOI) will be issued for this project by the City. The Initial Study and NOI will be circulated for 20 days of public comment. At the end of the 20-day review period, a final MND package will be prepared, and it will be reviewed by the City for possible adoption at a future Council meeting, the date for which has yet to be determined. If you or your agency comments on the MND/NOI for this project, you will be notified about the meeting date in accordance with the requirements in Section 21092.5 of CEQA (statute).

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino*,(1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors*, (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; San *Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

Revised 2019
Authority: Public Resources Code sections 21083 and 21083.09
Reference: Public Resources Code sections 21073, 21074, 21080.3.1, 21080.3.2, 21082.3/ 21084.2 and 21084.3

SUMMARY OF MITIGATION MEASURES

Aesthetics

AES-1 The Applicant shall obtain a tree removal permit from the Highland Community Development Department should development of the project site require the removal of 5 or more trees. Construction shall not commence until this permit is obtained from the City.

AES-2 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation, light configuration, or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Highland shall be implemented to eliminate glare impacts.

Air Quality

AQ-1 Fugitive Dust Control. The following measures shall be incorporated into project plans and specifications for implementation:

- Apply soil stabilizers or moisten inactive areas.
- Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).
- Cover all stock piles with tarps at the end of each day or as needed.
- Provide water spray during loading and unloading of earthen materials.
- Minimize in-out traffic from construction zone.
- Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard.
- Sweep streets daily if visible soil material is carried out from the construction site.

AQ-2 Exhaust Emissions Control. The following measures shall be incorporated into project plans and specifications for implementation:

- Utilize well-tuned off-road construction equipment.
- Establish a preference for contractors using Tier 3 or better heavy equipment.
- Enforce 5-minute idling limits for both on-road trucks and off-road equipment.

AQ-3 Provide incentives for vendors and material delivery trucks that would be visiting the hotel to encourage the use of zero-emission or near-zero emission heavy-duty trucks during operation, such as trucks with natural gas engines that meet CARB's adopted optional NOx emissions standard of 0.02 grams per brake horsepower-hour (g/bhp-hr). At a minimum, incentivize the use of 2010 model year18 or newer engines that meet CARB's 2010 engine emission standards of 0.01 g/bhp-hr for particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks.

AQ-4 Provide electric vehicle (EV) charging stations for the restaurant uses where feasible. If feasible, at least 5% of all vehicle parking spaces shall include EV charging stations, or at a minimum, require the Proposed project to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for passenger vehicles and trucks to plug-in. Electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. Electrical panels should be appropriately sized to allow for future expanded use.

AQ-5 Maximize the use of solar energy including solar panels. Installing the maximum possible number of solar energy arrays on the building roofs and/or on the Proposed project site to generate solar energy for the facility and/or EV charging stations.

AQ-6 Require the use of electric landscaping equipment, such as lawn mowers and leaf blowers.

AQ-7 Require use of electric or alternatively fueled sweepers with HEPA filters.

AQ-8 Maximize the planting of trees in landscaping and parking lots consistent with water availability.

AQ-9 Use light colored paving and roofing materials.

AQ-10 Utilize only Energy Star heating, cooling, and lighting devices, and appliances.

Biological Resources

BIO-1 A Pre-construction Burrowing Owl Survey shall be conducted by a qualified biologist at least 3 days prior to any ground disturbing activities, at any time of year. Surveys shall be completed following the recommendations and guidelines provided within the Staff Report on Burrowing Owl Mitigation (CDFG, March 2012) or most recent version by a qualified biologist. If an active burrowing owl burrow is detected within any Project disturbance area, or within a 500-foot buffer of the disturbance area, a 300-foot radius buffer zone surrounding the burrow shall be flagged, and no impacts to soils or vegetation or noise levels above 65 dBA shall be permitted while the burrow remains active or occupied. Disturbance-free buffers may be modified based on site-specific conditions in consultation with CDFW. The qualified biologist shall monitor active burrows daily and will increase buffer sizes as needed if owls show signs of disturbance. If active burrowing owl burrows are located within any work area and impact cannot be avoided, a qualified biologist shall submit a burrowing owl exclusion plan to CDFW for review and approval. The burrowing owl exclusion plan shall include permanent compensatory mitigation consistent with the recommendations in the Staff Report on Burrowing Owl Mitigation such that the habitat acreage, number of burrows and burrowing owls impacted are replaced. Passive relocation shall take place outside the nesting season (1 February to 31 August).

BIO-2 Nesting bird surveys shall be conducted by a qualified avian biologist no more than three (3) days prior to vegetation clearing or ground disturbance activities. Preconstruction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the preconstruction nesting bird surveys, a Nesting Bird Plan (NBP) shall be prepared and implemented by the qualified avian biologist. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, ongoing monitoring, establishment of avoidance and minimization measures, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, individual/pair's behavior, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. To avoid impacts to nesting birds, any grubbing or vegetation removal should occur outside peak breeding season (typically February 1 through September 1).

Cultural Resources

CUL-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City's onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.

CUL-2 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period.

Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

CUL-3 If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.

CUL-4 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.

Geology and Soils

GEO-1 The site developer shall incorporate the seismic design coefficients provided in Appendix 7a in the design of structures that serve humans at the project site. The goal is to incorporate design measures that will ensure the safety of any new structures in protecting human life in the event of a regional earthquake affecting the site.

GEO-2 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the project site for future cleanup.

GEO-3 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the project is being constructed.

GEO-4 If paleontological resources are discovered during earth disturbance activities, the discovery shall be cordoned off with a 100-foot radius buffer so as to protect the discovery from further potential damage, and a county or city-qualified paleontologist shall be consulted to assess the discovery.

If the discovery is determined to be significant by the paleontologist, an MMRP shall be initiated, which will include notification of appropriate personnel involved and monitoring of earth disturbance activities.

1. Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified paleontologist or paleontological monitor. Monitoring will be conducted full-time in areas of grading or excavation in undisturbed sedimentary deposits.
2. Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project paleontologist, who will then notify the concerned parties of the discovery.
3. Paleontological salvage during trenching and boring activities is typically from the generated spoils and does not delay the trenching or drilling activities. Fossils will be collected and placed in cardboard flats or plastic buckets and identified by field number, collector, and date collected. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a

safe place. On mass grading projects, discovered fossil sites will be protected by flagging to prevent them from being overrun by earthmovers (scrapers) before salvage begins. Fossils will be collected in a similar manner, with notes and photographs being taken before removing the fossils. Precise location of the site is determined with the use of handheld GPS units. If the site involves remains from a large terrestrial vertebrate, such as large bone(s) or a mammoth tusk, that is/are too large to be easily removed by a single monitor, a fossil recovery crew shall excavate around the find, encase the find within a plaster and burlap jacket, and remove it after the plaster is set. For large fossils, use of the contractor's construction equipment may be solicited to help remove the jacket to a safe location.

4. Isolated fossils will be collected by hand, wrapped in paper, and placed in temporary collecting flats or five-gallon buckets. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place.
5. Particularly small invertebrate fossils typically represent multiple specimens of a limited number of organisms, and a scientifically suitable sample can be obtained from one to several five-gallon buckets of fossiliferous sediment. If it is possible to dry screen the sediment in the field, a concentrated sample may consist of one or two buckets of material. For vertebrate fossils, the test is usually the observed presence of small pieces of bones within the sediments. If present, multiple five-gallon buckets of sediment can be collected and returned to a separate facility to wet-screen the sediment.
6. In accordance with the "Microfossil Salvage" section of the Society of Vertebrate Paleontology guidelines (2010:7), bulk sampling and screening of fine-grained sedimentary deposits (including carbonate-rich paleosols) must be performed if the deposits are identified to possess indications of producing fossil "microvertebrates" to test the feasibility of the deposit to yield fossil bones and teeth.
7. In the laboratory, individual fossils will be cleaned of extraneous matrix, any breaks will be repaired, and the specimen, if needed, will be stabilized by soaking in an archivally approved acrylic hardener (e.g., a solution of acetone and Paraloid B-72).
8. Recovered specimens are prepared to a point of identification and permanent preservation (not display), including screen-washing sediments to recover small invertebrates and vertebrates. Preparation of individual vertebrate fossils is often more time-consuming than for accumulations of invertebrate fossils.
9. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage (e.g., the San Bernardino County Museum) shall be conducted. The paleontological program should include a written repository agreement prior to the initiation of mitigation activities. Prior to curation, the lead agency (e.g., the City of Highland) will be consulted on the repository/museum to receive the fossil material.
10. A final report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to, and accepted by, the appropriate lead agency, will signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.

Hazards and Hazardous Materials

HAZ-1 All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the project development.

Noise

NOI-1 The City will require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random field inspections by applicant personnel during construction activities.

NOI-2 Equipment not in use for five minutes shall be shut off.

NOI-3 Equipment shall be maintained and operated such that loads are secured from rattling or banging.

NOI-4 Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic-powered equipment shall be used instead of pneumatic power.

NOI-5 Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment.

NOI-6 No radios or other sound equipment shall be used at this site unless required for emergency response by the contractor.

NOI-7 Public notice shall be given prior to initiating construction. This notice shall be provided to all property owners/residents within 300 feet of the project site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the project. The public notice shall encourage the adjacent residents to contact the supervisor in the case of a complaint. Resident's will be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint.

Transportation

TRAN-1 The project shall be required to contribute its fair share to installing signals at the following intersections under the jurisdiction of the City of Highland:

- Sterling Avenue at 6th Street
- Victoria Avenue at 6th Street
- Central Avenue at 3rd Street

The Cities shall determine the appropriate timing in which to install a signal at the above intersections based on actual peak hour operations, engineering judgement and signal peak hour warrant analyses.

TRAN-2 The project shall be required to contribute its fair share towards the deficient roadway segments and intersections identified in the AGSP EIR. Fair share contribution shall be contributed in the following manners:

- Fair share contribution shall be tabulated as a percentage of the total project cost ($3,465,119) that shall be based on the square footage of a given future project in relation to the allowable square footage within the AGSP Planning Area. Thus, for this project, which would contribute 12,745 SF of building area to the Planning Area, the project's fair share would be a contribution of 0.139% (equal to $4,800.59) of the total fair share cost for Planning Area related traffic.

Tribal Cultural Resources

TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in MM CUL-2, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.

TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to The Yuhaaviatam of San Manuel Nation (YSMN). The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.

REFERENCES

BFSA Environmental Services, *"Cultural Resources Study for the Harikrishna Retail/Commercial Center Project, City of Highland, San Bernardino County, California"* dated December 1, 2022

BFSA Environmental Services, *"Paleontological Assessment for the Harikrishna Retail/Commercial Center Project"* dated December 1, 2022

California Department of Fish and Wildlife California Natural Diversity Database (CNDDB), generated on January 9, 2023

Earth Strata Geotechnical Services, "*Infiltration Testing for Water Quality Treatment Areas, Proposed Commercial Development, Assessor Parcel Numbers 1201-311-02, 1201-311-03, 1201-311-04, 1201-311-05, 1201-301-14, 1201-301-15, and 1201-301-19, Located at the Southeast Corner of Palm Avenue and Meines Street, City of Highland, San Bernardino County, California"* dated October 25, 2021

Earth Strata Geotechnical Services, *"A Phase I Environmental Site Assessment (ESA)"* dated November 18, 2022

Earth Strata Geotechnical Services, Inc., *"Preliminary Geotechnical Interpretive Report, Proposed Gasoline Station and Convenience Store Assessor's Parcel Numbers 1201-311-02, 1201-311-03, 1201-311-04, 1201-311-05, 1201-301-14, 1201-301-15, 1201-301-19, Located on the Northeast Corner of Palm Avenue, City of Highland, San Bernardino County, California"* dated October 21, 2021

Entech Consulting Group, *"Air Quality and Greenhouse Gas Study Harikrishna Gas Station and Carwash Project, City of Highland, CA"* dated November 2022

City of Highland, *General Plan*, March 2006

San Bernardino County, 2018; AEDT 2d; Adapted by ESA, 2018

U.S. Fish and Wildlife Service IPaC Trust Resources Report, generated on January 9, 2023

Ventura Engineering Inland, Inc., *"Water Quality Management Plan For: New Commercial / Retail Agency Number – WQP21-004 APNS: 1201-331-02, 03, 05, 14, 15 & 19"* dated May 11, 2022

K2 Traffic Engineering, Inc., *"Trip Generation Memo and VMT Screening Assessment Proposed Gas Station and Car Wash NEC Palm Ave and W. 5th St, Highland"* dated November 16, 2022

Websites

http://www.arb.ca.gov/adam/
http://www.aqmd.gov/home/rules-compliance/compliance/gasoline-dispensing2
https://www.epa.gov/sites/default/files/2016-06/gasoline_dispensing_facilities_pte_calculator_111213.xlsx
http://www.aqmd.gov/docs/default-source/rule-book/Proposed-Rules/1401/riskassessmentprocedures_2017_080717.pdf
http://www.aqmd.gov/docs/default-source/permitting/rule-1401-risk-assessment/attachmentn-v8-1.pdf?sfvrsn=4
https://soilseries.sc.egov.usda.gov/OSD_Docs/T/TUJUNGA.html
https://gis.water.ca.gov/app/bp-dashboard/final/
https://water.ca.gov/Programs/Groundwater-Management/SGMA-Groundwater-Management
https://sgma.water.ca.gov/webgis/index.jsp?appid=gasmaster&rz=true
https://ceqanet.opr.ca.gov/2022060349/2
https://www.eastvalley.org/281/Sterling-Natural-Resource-Center
http://cms.sbcounty.gov/portals/50/solidwaste/CandD_Recycling_Guide.pdf
https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates
https://reducewaste.sccgov.org/food-recovery/understand-senate-bill-sb-1383#3925188384-318395615
https://www2.calrecycle.ca.gov/LGCentral/AnnualReporting/ReviewReports/DisposalTonnageTrend

FIGURES

Provided in PDF File

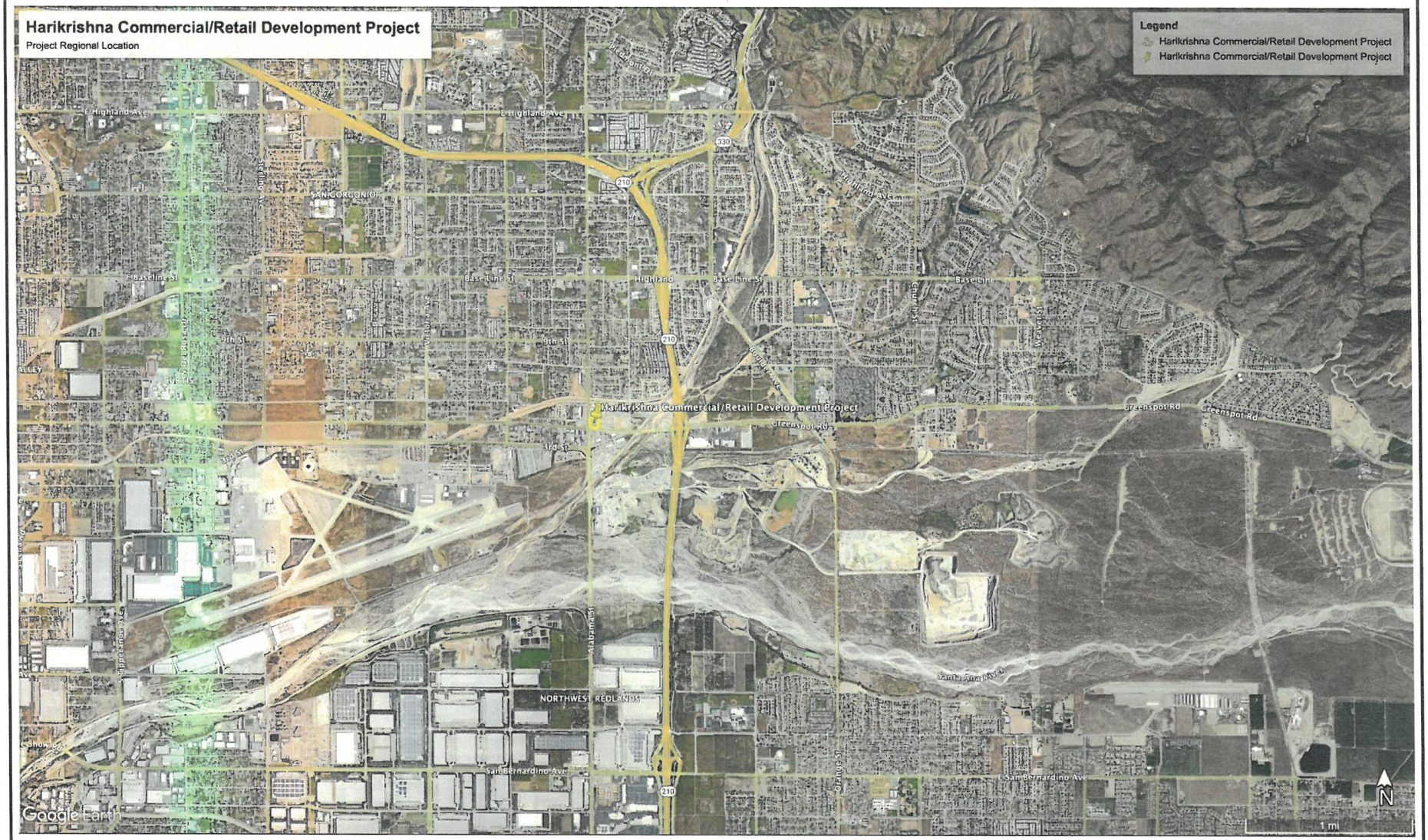


FIGURE 1

Tom Dodson & Associates
Environmental Consultants

Regional Location Map

Exhibit 2:

Mitigation Monitoring and Reporting Program

CITY OF HIGHLAND
HARIKRISHNA COMMERCIAL/RETAIL DEVELOPMENT PROJECT

Mitigation Measure	Implementation Schedule	Verification
Aesthetics		
AES-1 The Applicant shall obtain a tree removal permit from the Highland Community Development Department should development of the project site require the removal of 5 or more trees. Construction shall not commence until this permit is obtained from the City.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction. The permit shall be obtained prior to removal of any trees during construction.	A copy of the construction contract including this aesthetics measure shall be retained in the project file, as should a copy of the tree removal permit. Verification of implementation shall be based on field inspections by City inspection personnel that verify the aesthetics measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Aesthetics		
AES-2 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation, light configuration, or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Highland shall be implemented to eliminate glare impacts.	The glare analysis shall be prepared prior to completion of Final Design. The measures required to eliminate glare impacts shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the glare analysis and construction contract including this aesthetics measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the aesthetics measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-1 <u>Fugitive Dust Control</u>. The following measures shall be incorporated into project plans and specifications for implementation: • Apply soil stabilizers or moisten inactive areas. • Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day). • Cover all stock piles with tarps at the end of each day or as needed. • Provide water spray during loading and unloading of earthen materials. • Minimize in-out traffic from construction zone. • Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard. • Sweep streets daily if visible soil material is carried out from the construction site.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-2 <u>Exhaust Emissions Control</u>. The following measures shall be incorporated into project plans and specifications for implementation: • Utilize well-tuned off-road construction equipment. • Establish a preference for contractors using Tier 3 or better heavy equipment. • Enforce 5-minute idling limits for both on-road trucks and off-road equipment.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-3 Provide incentives for vendors and material delivery trucks that would be visiting the hotel to encourage the use of zero-emission or near-zero emission heavy-duty trucks during operation, such as trucks with natural gas engines that meet CARB's adopted optional NOx emissions standard of 0.02 grams per brake horsepower-hour (g/bhp-hr). At a minimum, incentivize the use of 2010 model year or newer engines that meet CARB's 2010 engine emission standards of 0.01 g/bhp-hr for particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks.	This measure shall be implemented ongoing during operation.	Verification of compliance with this measure shall be based on City inspection. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-4 Provide electric vehicle (EV) charging stations for the restaurant uses where feasible. If feasible, at least 5% of all vehicle parking spaces shall include EV charging stations, or at a minimum, require the Proposed project to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for passenger vehicles and trucks to plug-in. Electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. Electrical panels should be appropriately sized to allow for future expanded use.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction. This measure shall be demonstrated once the facility is in operation.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-5 Maximize the use of solar energy including solar panels. Installing the maximum possible number of solar energy arrays on the building roofs and/or on the Proposed project site to generate solar energy for the facility and/or EV charging stations.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-6 Require the use of electric landscaping equipment, such as lawn mowers and leaf blowers.	This measure shall be implemented ongoing during operation.	The Applicant shall provide documentation to the City that their landscape provider utilizes such equipment. Verification of compliance with this measure shall be based on City inspection. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-7 Require use of electric or alternatively fueled sweepers with HEPA filters.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-8 Maximize the planting of trees in landscaping and parking lots consistent with water availability.	This measure shall be completed prior to finalization of design, and shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the final landscape design and construction contract including this measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-9 Use light colored paving and roofing materials.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-10 Utilize only Energy Star heating, cooling, and lighting devices, and appliances.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Biological Resources		
BIO-1 A Pre-construction Burrowing Owl Survey shall be conducted by a qualified biologist at least 3 days prior to any ground disturbing activities, at any time of year. Surveys shall be completed following the recommendations and guidelines provided within the Staff Report on Burrowing Owl Mitigation (CDFG, March 2012) or most recent version by a qualified biologist. If an active burrowing owl burrow is detected within any Project disturbance area, or within a 500-foot buffer of the disturbance area, a 300-foot radius buffer zone surrounding the burrow shall be flagged, and no impacts to soils or vegetation or noise levels above 65 dBA shall be permitted while the burrow remains active or occupied. Disturbance-free buffers may be modified based on site-specific conditions in consultation with CDFW. The qualified biologist shall monitor active burrows daily and will increase buffer sizes as needed if owls show signs of disturbance. If active burrowing owl burrows are located within any work area and impact cannot be avoided, a qualified biologist shall submit a burrowing owl exclusion plan to CDFW for review and approval. The burrowing owl exclusion plan shall include permanent compensatory mitigation consistent with the recommendations in the Staff Report on Burrowing Owl Mitigation such that the habitat acreage, number of burrows and burrowing owls impacted are replaced. Passive relocation shall take place outside the nesting season (1 February to 31 August).	This measure shall be implemented at least 3 days prior to ground disturbing activities associated with construction.	A copy of the preconstruction survey shall be documented and retained in the project file. A notation stating whether the burrowing owl is present or absent from the site shall be included in the file. If a burrowing owl exclusion plan must be prepared, the plan shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Biological Resources		
BIO-2 Nesting bird surveys shall be conducted by a qualified avian biologist no more than three (3) days prior to vegetation clearing or ground disturbance activities. Preconstruction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the preconstruction nesting bird surveys, a Nesting Bird Plan (NBP) shall be prepared and implemented by the qualified avian biologist. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, ongoing monitoring, establishment of avoidance and minimization measures, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, individual/pair's behavior, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. To avoid impacts to nesting birds, any grubbing or vegetation removal should occur outside peak breeding season (typically February 1 through September 1).	Construction shall occur outside of the nesting season or a copy of the field survey documenting no nesting birds shall be completed prior to initiating construction within the nesting season.	City personnel shall document the dates of construction. If construction is proposed to occur within the nesting season, a copy of the field survey documenting the absence of nesting birds shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City's onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act	Any response to exposed resources shall occur during construction. Any reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City shall be notified within 24-hours of accidental exposure of any cultural resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the final report shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources CUL-2 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.	Any response to exposed resources shall occur during construction. Any reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City and YSMN shall be notified within 24-hours of accidental exposure of any cultural resources. A copy of initial findings shall be provided to the City and YSMN and shall be retained in the project file. A copy of the final report shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources CUL-3 If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	Any response to exposed resources shall occur during construction. The Monitoring and Treatment Plan shall be developed if pre-contact cultural resources are located. Reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	A copy of the Monitoring and Treatment Plan shall be retained in the project file, as should reports of the findings. Verification of implementation shall be based on field inspections by City inspection personnel that verify the archaeological monitoring program is being implemented by the contractor as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning and Public Works Departments	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources CUL-4 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	This measure shall be implemented during construction if human remains are exposed during construction	The City shall retain all records of the discovery and management actions taken in regard to human remains in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils GEO-1 The site developer shall incorporate the seismic design coefficients provided in Appendix 7a in the design of structures that serve humans at the project site. The goal is to incorporate design measures that will ensure the safety of any new structures in protecting human life in the event of a regional earthquake affecting the site.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils GEO-2 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the project site for future cleanup.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-3 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the project is being constructed.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-5 If paleontological resources are discovered during earth disturbance activities, the discovery shall be cordoned off with a 100-foot radius buffer so as to protect the discovery from further potential damage, and a county or city-qualified paleontologist shall be consulted to assess the discovery. If the discovery is determined to be significant by the paleontologist, an MMRP shall be initiated, which will include notification of appropriate personnel involved and monitoring of earth disturbance activities. 1. Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified paleontologist or paleontological monitor. Monitoring will be conducted full-time in areas of grading or excavation in undisturbed sedimentary deposits. 2. Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project	Any response to exposed paleontological resources shall occur during construction. Any reports, including the MMRP, documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City shall be notified within 24-hours of accidental exposure of any paleontological resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the MMRP and final report shall be retained in the project file.

Mitigation Measure	Implementation Schedule	Verification
paleontologist, who will then notify the concerned parties of the discovery. 3. Paleontological salvage during trenching and boring activities is typically from the generated spoils and does not delay the trenching or drilling activities. Fossils will be collected and placed in cardboard flats or plastic buckets and identified by field number, collector, and date collected. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place. On mass grading projects, discovered fossil sites will be protected by flagging to prevent them from being overrun by earthmovers (scrapers) before salvage begins. Fossils will be collected in a similar manner, with notes and photographs being taken before removing the fossils. Precise location of the site is determined with the use of handheld GPS units. If the site involves remains from a large terrestrial vertebrate, such as large bone(s) or a mammoth tusk, that is/are too large to be easily removed by a single monitor, a fossil recovery crew shall excavate around the find, encase the find within a plaster and burlap jacket, and remove it after the plaster is set. For large fossils, use of the contractor's construction equipment may be solicited to help remove the jacket to a safe location. 4. Isolated fossils will be collected by hand, wrapped in paper, and placed in temporary collecting flats or five-gallon buckets. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place. 5. Particularly small invertebrate fossils typically represent multiple specimens of a limited number of organisms, and a scientifically suitable sample can be obtained from one to several five-gallon buckets of fossiliferous sediment. If it is possible to dry screen the sediment in the field, a concentrated sample may consist of one or two buckets of material. For vertebrate fossils, the test is usually the observed presence of small pieces of bones within the sediments. If present, multiple five-gallon buckets of sediment can be collected and returned to a separate facility to wet-screen the sediment. 6. In accordance with the "Microfossil Salvage" section of the Society of Vertebrate Paleontology guidelines (2010:7), bulk sampling and screening of fine-grained sedimentary deposits (including carbonate-rich paleosols) must be performed if the deposits are identified to possess indications of producing fossil "microvertebrates" to test the feasibility of the deposit to yield fossil bones and teeth.		

Mitigation Measure	Implementation Schedule	Verification
7. In the laboratory, individual fossils will be cleaned of extraneous matrix, any breaks will be repaired, and the specimen, if needed, will be stabilized by soaking in an archivally approved acrylic hardener (e.g., a solution of acetone and Paraloid B-72). 8. Recovered specimens are prepared to a point of identification and permanent preservation (not display), including screen-washing sediments to recover small invertebrates and vertebrates. Preparation of individual vertebrate fossils is often more time-consuming than for accumulations of invertebrate fossils. 9. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage (e.g., the San Bernardino County Museum) shall be conducted. The paleontological program should include a written repository agreement prior to the initiation of mitigation activities. Prior to curation, the lead agency (e.g., the City of Highland) will be consulted on the repository/museum to receive the fossil material. 10. A final report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to, and accepted by, the appropriate lead agency, will signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.		

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Hazards and Hazardous Materials		
HAZ-1 All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the project development.	These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.	A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise		
NOI-1 The City will require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random field inspections by applicant personnel during construction activities.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise		
NOI-2 Equipment not in use for five minutes shall be shut off.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

\Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-3	Equipment shall be maintained and operated such that loads are secured from rattling or banging.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-4	Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic-powered equipment shall be used instead of pneumatic power.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

\Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-5	Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-6	No radios or other sound equipment shall be used at this site unless required for emergency response by the contractor.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise		
NOI-7 Public notice shall be given prior to initiating construction. This notice shall be provided to all property owners/residents within 300 feet of the project site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the project. The public notice shall encourage the adjacent residents to contact the supervisor in the case of a complaint. Resident's will be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint..	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Transportation		
TRAN-1 The project shall be required to contribute its fair share to installing signals at the following intersections under the jurisdiction of the City of Highland: • Sterling Avenue at 6th Street • Victoria Avenue at 6th Street • Central Avenue at 3rd Street The Cities shall determine the appropriate timing in which to install a signal at the above intersections based on actual peak hour operations, engineering judgement and signal peak hour warrant analyses.	The fair share contributions shall be submitted to the City prior to issuance of City entitlements.	A copy of the receipt for fair share contribution shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Transportation		
TRAN-2 The project shall be required to contribute its fair share towards the deficient roadway segments and intersections identified in the AGSP EIR. Fair share contribution shall be contributed in the following manners: • Fair share contribution shall be tabulated as a percentage of the total project cost ($3,465,119) that shall be based on the square footage of a given future project in relation to the allowable square footage within the AGSP Planning Area. Thus, for this project, which would contribute 12,745 SF of building area to the Planning Area, the project's fair share would be a contribution of 0.139% (equal to $4,800.59) of the total fair share cost for Planning Area related traffic.	The fair share contributions shall be submitted to the City prior to issuance of City entitlements.	A copy of the receipt for fair share contribution shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Tribal Cultural Resources		
TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in MM CUL-2, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Any response to exposed resources shall occur during construction. The Monitoring and Treatment Plan shall be developed if pre-contact cultural resources are located. Reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	A copy of the Monitoring and Treatment Plan shall be retained in the project file, as should reports of the findings. Verification of implementation shall be based on field inspections by City inspection personnel that verify the archaeological monitoring program is being implemented by the contractor as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Tribal Cultural Resources TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to The Yuhaaviatam of San Manuel Nation (YSMN). The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	This measure shall be implemented as the reports are finalized.	Correspondence verifying documentation that each report has been received by the Applicant, Lead Agency, and YSMN shall be provided to the City and retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning and Public Works Department	

Attachment 3:

Resolution No. 2023-____ for

General Plan Amendment (GPA 22-001)

Attachment 3:

Resolution No. 2023-____ for

General Plan Amendment (GPA 22-001)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPROVING GENERAL PLAN AMANDMENT (GPA 22-001) TO CHANGE THE LAND USE OF SEVEN (7) SUBJECT PARCELS FROM INDUSTRIAL (I) TO BUSINESS PARK (BP) FOR A DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE CONDITIONAL USE PERMIT (CUP 22-008), DESIGN REVIEW APPLICATION (DRA 21-019), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), AND ZONE CHANGE (ZC 22-001).

ASSESSOR'S PARCEL NUMBERS:

1201-301-14, -15, -19, and 1201-311-02, -03, -04, -05

APPLICANT: HARIKRISHNA GAS, INC.

A. RECITALS

1. On October 10, 2022, the Applicant submitted an application for General Plan Amendment (GPA 22-001) to change the land use designation from Industrial (I) to Business Park (BP) pertaining to the development of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store at the northeast corner of Palm Avenue and 5th Street. Related entitlements include Conditional Use Permit (CUP 22-008), Design Review Application (DRA 21-019), Tentative Parcel Map No. 19209 (TPM 22-006) and Zone Change (ZC 22-001).

2. Pursuant to the provision of the California Environmental Quality Act (CEQA) and State and Local CEQA Guidelines, the City of Highland is the Lead Agency, and is charged with the responsibility of deciding whether to approve the proposed project. An Initial Study and Mitigated Negative Declaration were prepared and circulated in accordance with state and local law to be considered by the City Council at the May 9, 2023 public hearing.

3. On March 21, 2023, the Planning Commission of the City of Highland, conducted a Public Hearing on the subject Project, concluded the Hearing on that date, and adopted Resolution No. 23-010, recommending the City Council approve General Plan Amendment (GPA 22-001).

4. On May 9, 2023, the Highland City Council conducted a Public Hearing on the subject Project and concluded the Hearing on that date.

5. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined and resolved by the Highland City Council as follows:

1. The Highland City Council finds that all of the facts set forth in the Recitals, Part "A" of this Resolution, are true and correct.

2. Pursuant the California Code of Regulations, the Highland City Council hereby finds that a Mitigated Negative Declaration prepared for the project has been completed in compliance with the California Environmental Quality Act (CEQA) and that the Highland City Council has reviewed and considered the information contained in the staff report, and the comments received during the public review process, prior to approving the project.

3. Based upon substantial evidence presented to the Highland City Council during the May 9, 2023 Public Hearing, including public testimony and written and oral Staff Reports, the Highland City Council finds as follows:

   a. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland.

4. Findings of Fact for General Plan Amendment (GPA 22-001):

   Based on the Findings below, the Highland City Council does herby find:

   a. The proposed amendment is consistent with the goals, objectives, policies, and programs of the general plan, or the general plan as revised by the proposed amendment, and will not result in any inconsistencies within the plan:

      Response: The General Plan's vision for the 5th Street Corridor includes both Business Park (BP) and Industrial (I) uses to create *"a major employment center and gateway to the San Bernardino International Airport"*. The proposed General Plan Amendment (GPA 22-001) to change the land use designations from Industrial (I) to Business Park (BP) will help satisfy Goal 2.13 of the General Plan with the construction of this fueling station on an otherwise vacant site. There is appropriate passenger vehicle and truck access, onsite parking, landscaping, and electric vehicle charging stations on the site, satisfying vehicular circulation for the site.

   b. The proposed amendment will not adversely affect the public health, safety or general welfare.

      Response: The proposed project has been reviewed by Planning, Engineering, Building and Safety, the Fire Department and the Police Department and certain conditions of approval that are necessary and proper to safeguard and protect the public health, safety, and welfare

have been implemented. That being the case, the approval of a General Plan Amendment for the proposed project is will not adversely affect the public health, safety, or general welfare.

c. The proposed amendment is consistent with the purposes and intent of this title, unless such amendment proposes to change, supplement, or alter any part of this title, whereas, said amendment must be consistent with all of the applicable sections including these findings.

Response: Section 16.24 of the Highland Municipal Code includes the development standards and requirements pertaining to projects within employment districts. As previously discussed, this proposal includes a light industrial fueling station and carwash development, consistent with the vision for the General Plan's 5th Street Corridor, with appropriate street frontage, onsite parking, and setbacks compliant with the Business Park (BP) zone.

d. The potential environmental impacts of the proposed amendment are insignificant or there are overriding considerations which outweigh the potential impacts.

Response: An Initial Study was prepared for the project and potential impacts to air quality, biological resources, tribal/cultural resources, noise, as well as geology and soils were identified. Project specific mitigation measures have been included to reduce said impacts to below a level of significance and the list of measures have been included in the Mitigation Monitoring and Reporting Program (MMRP). Based upon the Findings of the Initial Study and adoption of the Mitigation Measures, the Project will not have a significant impact upon the environment.

5. Based on the Findings and Conclusions set forth above, the Highland City Council approves General Plan Amendment (GPA 22-001).

Exhibit 1 includes the Existing General Plan Land Use Designation

Exhibit 2 includes the Proposed General Plan Land Use Designation

C. ADOPTION OF RESOLUTION.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, **APPROVED** and **ADOPTED** this 9th day of May, 2023

_____
Larry McCallon, Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Maricela E. Marroquin
City Attorney

Exhibit 1:

Existing General Plan Land Use Designation



Existing Land Use

Exhibit 2:

Proposed General Plan Land Use Designation



Proposed Land Use

Attachment 4:

Ordinance No.____ for Zone Change (ZC 22-001)

ORDINANCE NO.____

AN ORDINANCE OF THE HIGHLAND CITY COUNCIL, APPROVING ZONE CHANGE (ZC 22-001) TO MODIFY THE ZONING DESIGNATION OF SEVEN (7) PARCELS FROM INDUSTRIAL (I) TO BUSINESS PARK (BP) RELATED TO A DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET.

ASSESSOR'S PARCEL NUMBERS:

1201-301-14, -15, -19, and 1201-311-02, -03, -04, -05

APPLICANT: HARIKRISHNA GAS, INC.

WHEREAS, on October 10, 2022, the Applicant submitted an application for Zone Change (ZC 22-001) to modify the zoning designation from Industrial (I) to Business Park (BP) pertaining to the development of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store at the northeast corner of Palm Avenue and 5th Street;

WHEREAS, the City of Highland is the Lead Agency, and is charged with the responsibility of deciding whether to approve the proposed project. An Initial Study and Mitigated Negative Declaration were prepared and circulated in accordance with state and local law to be considered by the City Council at the May 9, 2023 public meeting;

WHEREAS, the Planning Commission of the City of Highland, conducted a Public Hearing on the subject Project, concluded the Hearing on that date, and adopted Resolution No. 23-011, recommending to the City Council to introduce an Ordinance for Zone Change (ZC 22-001) as discussed;

WHEREAS, the Highland City Council held a public hearing on May 9, 2023, at 6:00pm, with a second reading held on June 13, 2023, and notice of said public hearing(s) have been duly given, as required by law an in accordance with the provisions of the Highland Municipal Code, to hear and consider evidence for and against said Zone Change (ZC 22-001).

NOW THEREFORE, it is hereby found, determined and resolved by the Highland City Council as follows:

Section 1. The Highland City Council finds that all of the facts set forth herein above are true and correct.

Section 2. Per Goal 2.13 of the Highland General Plan Land Use Element, *"the 5th Street Corridor represents an excellent opportunity to capture potential employment growth. To position Highland to take advantage of this increased demand, the Land Use Plan for the 5th Street Corridor is dominated by Business Park and Industrial land uses"*. Both Business Park

(BP) and Industrial (I) uses are similar in nature and intensity, and per Section 16.24 of the Highland Municipal Code, share the majority of permitted uses.

Section 3. The Applicant is seeking to develop a vehicle fueling station at the proposed site. Its current Industrial (I) and zoning designation does not permit this use. Because the site is located at a major intersection with similar retail related uses, the Applicant is seeking a change to Business Park (BP), which would allow a fueling station upon approval of a Conditional Use Permit.

Section 4. Findings of Fact for Zone Change (ZC 22-001):

Based on the Findings below, the Highland City Council does herby find:

a. The proposed zone change is consistent with the goals, objectives, policies, and programs of the municipal code, and will not result in any inconsistencies within the municipal code:

Response: Per Section 16.24 of the Highland Municipal Code, vehicle fueling stations are not permitted within this zoning designation. However, per Goal 2.13 of the Highland General Plan Land Use Element, "the 5th Street Corridor represents an excellent opportunity to capture potential employment growth. To position Highland to take advantage of this increased demand, the Land Use Plan for the 5th Street Corridor is dominated by Business Park and Industrial land uses". Both Business Park (BP) and Industrial (I) uses are similar in nature and intensity, and per Section 16.24 of the Highland Municipal Code, share the majority of permitted uses. Further, the properties located at the three (3) other corners of the Palm Avenue and 5th Street intersection are each zoned for Business Park (BP) uses with the southeast and southwest corners already featuring fueling station uses.

b. The proposed zone change will not adversely affect the public health, safety or general welfare.

Response: The proposed project has been reviewed by Planning, Engineering, Building and Safety, the Fire Department and the Police Department and certain conditions of approval that are necessary and proper to safeguard and protect the public health, safety, and welfare have been implemented. That being the case, the approval of a zone change for the proposed project is will not adversely affect the public health, safety, or general welfare.

c. The proposed zone change is consistent with the purposes and intent of this title, unless such amendment proposes to change, supplement, or alter any part of this title, whereas, said zone change must be consistent with all of the applicable sections including these findings.

Response: Section 16.24 of the Highland Municipal Code includes the development standards and requirements pertaining to projects within

employment districts. While fueling stations are not permitted within the Industrial (I) zone, they are permitted within the Business Park (BP) zone. Both Business Park (BP) and Industrial (I) uses are similar in nature and intensity, and per Section 16.24 of the Highland Municipal Code, share the majority of permitted uses. Further, the properties located at the three (3) other corners of the Palm Avenue and 5th Street intersection are each zoned for Business Park (BP) uses with the southeast and southwest corners already featuring fueling station uses.

d. The potential environmental impacts of the proposed zone change are insignificant or there are overriding considerations which outweigh the potential impacts.

Response: An Initial Study was prepared for the project and potential impacts to air quality, biological resources, tribal/cultural resources, noise, as well as geology and soils were identified. Project specific mitigation measures have been included to reduce said impacts to below a level of significance and the list of measures have been included in the Mitigation Monitoring and Reporting Program (MMRP). Based upon the Findings of the Initial Study and adoption of the Mitigation Measures, the Project will not have a significant impact upon the environment.

Section 5. An Initial Study was prepared for the project and potential impacts to air quality, biological resources, tribal/cultural resources, noise, as well as geology and soils were identified. Project specific mitigation measures have been included to reduce said impacts to below a level of significance and the list of measures have been included in the Mitigation Monitoring and Reporting Program (MMRP).

A Notice of Intent to Adopt a Mitigated Negative Declaration (MND) was circulated through the California State Clearinghouse and made available for public comment between February 6, 2023 and March 8, 2023. The Notice was mailed to surrounding property owners within 300 feet as well as interested agencies and parties at their request. The Notice was also posted on the City's website, outside City Hall, the Sam J. Racadio Library and Environmental Learning Center, and Fire Station #1.

Based upon the Findings of the Initial Study and adoption of a Mitigation Monitoring and Reporting Program, the Project will not have a significant impact upon the environment.

Section 6. Within fifteen (15) days following the passage of this Ordinance, the City Clerk shall publish an/or post this Ordinance as required by state law and City resolution.

Section 7. The Mayor is hereby directed to attest to the adoption of this Ordinance by signing where indicated below and the City Clerk shall publish and/or post this ordinance according to applicable law.

Exhibit 1 includes the Existing Zoning Designation

Exhibit 2 includes the Proposed Zoning Designation

PASSED, **APPROVED** and **ADOPTED** this 13th day of June, 2023

_____
Larry McCallon, Mayor

ATTEST:

_____
Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Maricela E. Marroquin
City Attorney

Exhibit 1:

Existing Zoning Designation



Existing Zoning

Exhibit 2:

Proposed Zoning Designation



Proposed Zoning

Attachment 5:

Resolution No. 2023-____ for Conditional Use Permit (CUP 22-008)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPROVING CONDITIONAL USE PERMIT (CUP 22-008) FOR A DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE DESIGN REVIEW APPLICATION (DRA 21-019), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), GENERAL PLAN AMENDMENT (GPA 22-001), AND ZONE CHANGE (ZC 22-001).

ASSESSOR'S PARCEL NUMBERS:

1201-301-14, -15, -19, and 1201-311-02, -03, -04, -05

APPLICANT: HARIKRISHNA GAS, INC.

A. RECITALS

1. On October 10, 2022, the Applicant submitted an application for Conditional Use Permit (CUP 22-008) for a development consisting of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store at the northeast corner of Palm Avenue and 5th Street. Related entitlements include Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) existing lots into one (1), General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to change the land use and zoning designation from Industrial (I) to Business Park (BP), and Design Review Application (DRA 21-019) for a site plan, building elevations, conceptual landscape plan, grading plan.

2. The site is located on an approximately 1.83 acres at the northeast corner of Palm Avenue and 5th Street, within the City's Industrial Zoning and General Plan Land Use Designations;

3. Pursuant to the provision of the California Environmental Quality Act (CEQA) and State and Local CEQA Guidelines, the City of Highland is the Lead Agency, and is charged with the responsibility of deciding whether to approve the proposed project. An Initial Study and Mitigated Negative Declaration were prepared and circulated in accordance with state and local law to be considered by the City Council at the May 9, 2023 public hearing.

4. On March 21, 2023, the Planning Commission of the City of Highland, conducted a Public Hearing on the subject Project, concluded the Hearing on that date, and adopted Resolution No. 23-012, recommending the City Council approve Conditional Use Permit (CUP 22-008).

5. On May 9, 2023, the Highland City Council conducted a Public Hearing on the subject Project and concluded the Hearing on that date.

6. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined and resolved by the Highland City Council as follows:

1. The Highland City Council finds that all of the facts set forth in the Recitals, Part "A" of this Resolution, are true and correct.

2. Pursuant the California Code of Regulations, the Highland City Council hereby finds that a Mitigated Negative Declaration prepared for the project has been completed in compliance with the California Environmental Quality Act (CEQA) and that the Highland City Council has reviewed and considered the information contained in the staff report prior to approving the project.

3. Based upon substantial evidence presented to the Highland City Council during the May 9, 2023 Public Hearing, including public testimony and written and oral Staff Reports, the Highland City Council finds as follows:

   a. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland.

4. Findings of Fact for Conditional Use Permit (CUP 22-008):

   Based on the Findings below, the Highland City Council herby finds:

   a. The proposed use is permitted within the subject district pursuant to the provisions of this section, and complies with all of the applicable provisions of this title; and is consistent with the goals, policies, and objectives of the Highland General Plan, and the applicable development policies and standards of the city.

      Response: A fueling station and carwash, such as the one proposed, is permitted within the General Plan's Business Park (BP) zone and land use designation, as approved by General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001), upon approval of a Conditional Use Permit. Applicable provisions in Title 16, *Land Use*, include but are not limited to, Chapter 16.24 *Employment Zones*, 16.40 *General Development Standards*, 16.54 *Parking*, and 16.68 *Land Divisions* with respect to the Tentative Parcel Map. The project satisfies the standards established in said chapters.

The General Plan goals and policies relevant to the project include its inclusion in the 5th Street Corridor Policy Area, and general standards applicable to the Land Use Element, Circulation Element, and Community Design Element. The project meets all relevant goals and policies.

b. The proposed use would not impair the integrity and character of the district in which it is to be established or located.

Response: The project would be developed in compliance with the Highland General Plan and Municipal Code standards related to automobile and truck fueling stations in the Business Park (BP) District within the 5th Street Corridor Policy Area. It meets development code standards such as land use, setbacks, density, lighting, parking, circulation, etc. It has a high quality, modern design complementary to the Policy Area consistent with the other development at the Palm Avenue and 5th Street intersection and along the 5th Street Corridor.

c. The site is suitable for the type and intensity of use or development which is proposed.

Response: The project site is appropriate for a fueling station as it combines seven (7) parcels, accessible from Meines Court to the north, 5th Street to the south, and Palm Avenue to the west. While six (6) of the parcels have remained vacant since prior to the City's incorporation, the parcel at the northeast corner of the site was previously used as a contractor's storage facility. The equipment on the site will be removed prior to the start of construction.

While the site itself is zoned for Industrial (I) uses, this portion of the 5th Street Corridor is geared toward more intense, trucking-related uses. Further, the 5th Street Corridor envisions undeveloped parcels to be built out with commercial and light industrial business of both the Business (BP) and Industrial (I) land use. The proposed gasoline and diesel fueling station and carwash are consistent with this vision.

Additionally, per Municipal Code Section 16.24.040 Employment District Development Standards, the maximum lot coverage is 60%. The project has proposed for just 16%. It meets the minimum lot size, lot width and depth as well as required building setbacks and landscape coverage.

d. There are adequate provisions for water, sanitation, and public utilities and services to ensure public health and safety.

Response: The project site will require provisions for water, sewer, public utilities, and public health and safety. As required by the Highland Municipal Code, a "will-serve" letter from the water and sanitation provider must be submitted to the City's Building Official prior to the issuance of building permits. Additionally, the project site will be served

by the City of Highland Fire and Police Departments. As conditioned, the Applicant/Developer is required to pay Development Impact Fees which contribute to the additional infrastructure costs associated with these services. Furthermore, as conditioned, the Applicant/ Developer will be required to coordinate with the gas and electricity purveyors to ensure that the project site is adequately serviced. As such, there will be adequate provisions for water, sanitation, and public utilities and services to ensure public health and safety.

e. The proposed use will not be detrimental to the public health, safety, or welfare, or materially injurious to properties and improvements in the vicinity.

Response: The proposed project has been reviewed by Planning, Engineering, Building and Safety, Fire, and the Police Department and certain conditions of approval necessary to safeguard and protect the public health, safety, and welfare have been implemented. That being the case, the approval of this conditional use permit for the proposed project will not adversely affect the public health, safety, and welfare.

f. The proposed use would not result in a significant effect on the environment.

Response: Pursuant to the California Environmental Quality Act (CEQA) and State and Local CEQA Guidelines, the City of Highland is the Lead Agency. As such, the City oversaw preparation of an Initial Study, which was made available for public review from February 6, 2023 to March 8, 2023. The Initial Study finds that either no impact or less than significant impacts would be associated with the issues of Aesthetics, Agricultural and Forestry Resources, Energy, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population/Housing, Public Services, and Recreation, Transportation and Traffic, Wildfire, and Utilities and Services Systems.

The Initial Study also finds that potential impacts to air quality, biological resources, tribal/cultural resources, noise, as well as geology and soils require the implementation of mitigation measures to reduce impacts to a less than significant level. A Mitigated Negative Declaration is the appropriate document for this project and will be adopted concurrently with the Conditional Use Permit.

5. That all necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland. As described in the Recitals above, the Highland City Council considered the project, and all testimony, comment and evidence regarding the same, at noticed public hearings conducted in accordance with State Law and the City Municipal Code;

6. Based on the Findings and Conclusions set forth above, the Highland City Council approves Conditional Use Permit (CUP 22-008) for a development consisting of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store. All improvements will be completed subject to the Conditions of Approval attached hereto and the development plans incorporated by reference.

7. The Highland City Council hereby directs Staff to file a Notice of Determination with the San Bernardino County Clerk of the Board of Supervisors, pursuant to the Public Resources Code and State CEQA Guidelines.

Exhibit 1 includes the Site Plan

Exhibit 2 includes Conditions of Approval for CUP 22-008

Exhibit 3 includes the Mitigation Monitoring and Reporting Program

C. ADOPTION OF RESOLUTION.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, **APPROVED** and **ADOPTED** this 9th day of May, 2023

_____
Larry McCallon, Mayor

ATTEST:

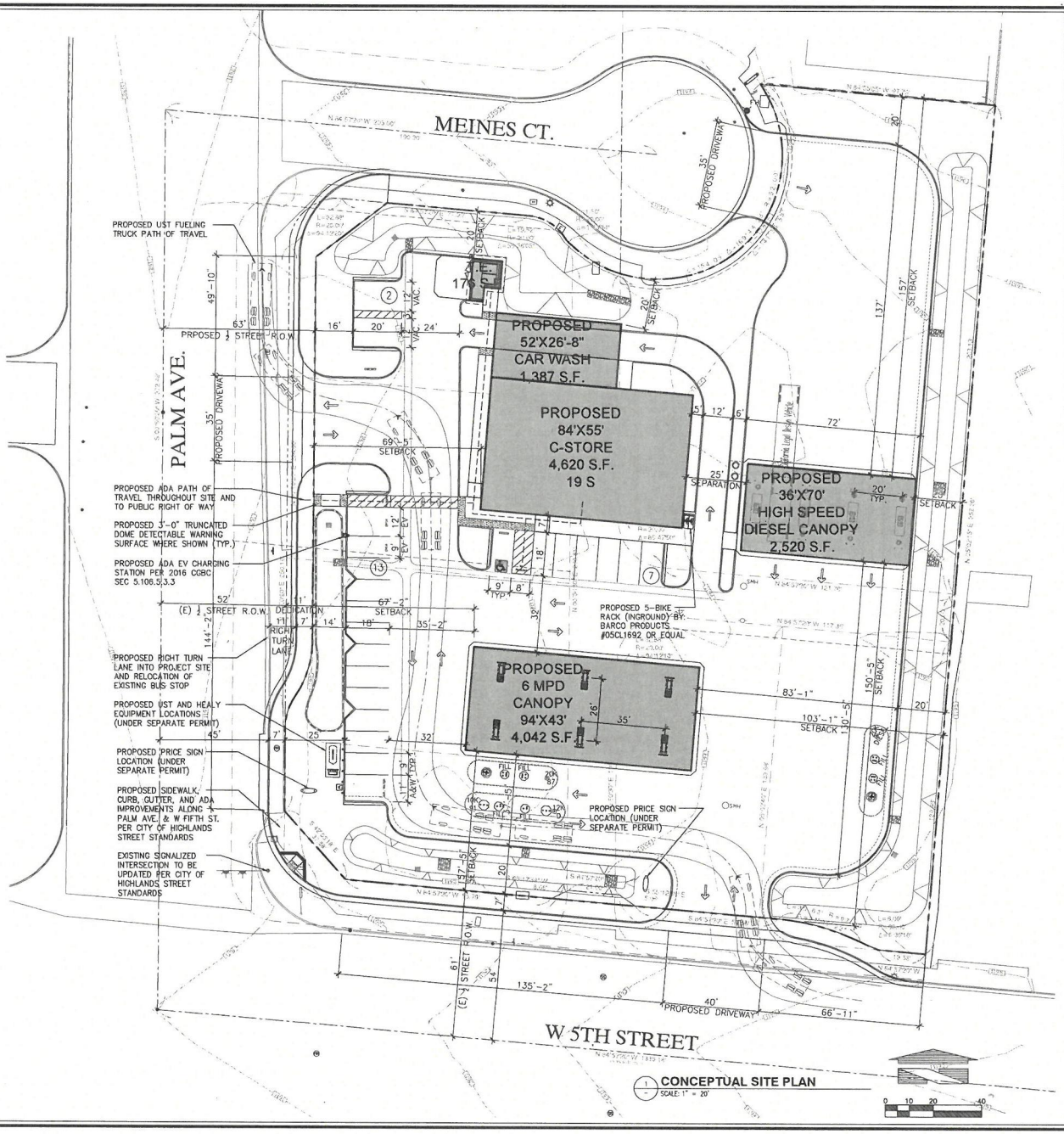
_____
Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Maricela E. Marroquin
City Attorney

Exhibit 1:

Site Plan



CONCEPTUAL SITE PLAN
SCALE: 1" = 20'

SITE DATA

ADDRESS:	NEC PALM AVE. & W. 5TH STREET HIGHLAND, CA 92346
APN:	1201-311-02, 1201-311-03, 1201-311-05, 1201-301-14 1201-301-15, & 1201-301-19
LEGAL DESCRIPTION:	TRACT 3202 LOT 8 TRACT NO 3202 ROYAL PALMS TRACT NO 1 LOT 8 TOGETHER WITH THE VAC. ALLEY TO THE EAST EXST.
COUNTY:	SAN BERNARDINO
LOT SIZE:	EXISTING: 82,161 S.F. (±1.89 ACRES) PROPOSED: 79,748 S.F. (±1.83 ACRES)
BUILDING AREAS:	C-STORE: 4,620 S.F. CAR WASH: 1,387 S.F. 6 MPD CANOPY: 4,042 S.F. HIGH SPEED DIESEL CANOPY: 2,520 S.F. TRASH ENCLOSURE: 176 S.F.
BUILDING HEIGHT:	MAX HEIGHT: 45'-0"
SITE COVERAGE:	MAX FAR: 30%
CONSTRUCTION TYPE:	V-B/NON-SPRINKLERED
OCCUPANCY:	M
SPECIFIC PLAN:	N/A
EXISTING LAND USE:	VACANT LAND
PROPOSED LAND USE:	RETAIL / COMMERCIAL
EXISTING ZONE:	I - INDUSTRIAL
PROPOSED ZONE:	BP - BUSINESS PARK
SURROUNDING LAND USE AND ZONING:	NORTH: I - INDUSTRIAL SOUTH: I - INDUSTRIAL EAST: I - INDUSTRIAL WEST: BP - BUSINESS PARK
AIRPORT OVERLAY ZONE:	D - TRAFFIC PATTERN ZONE - LOW RISK LEVEL
PARKING REQUIREMENTS:	C-STORE STALLS: 4 SPACES / 1,000 S.F. (4,620 S.F. / 1,000 S.F.) X 4 = 19 TOTAL REQUIRED: 19 SPACES TOTAL PARKING PROVIDED: 22 (INCLUDED 1 ADA, 2 EVCS, AND 2 VACCUM)
LOT COVERAGE:	BUILDING: 12,745 S.F. (16%) LANDSCAPING: 23,271 S.F. (29%) IMPERVIOUS: 43,732 S.F. (55%) TOTAL: 79,748 S.F. (100%)
TREES:	NO TREES EXIST

UTILITIES

1. **WATER**
   EAST VALLEY WATER DEPART
   31111 GREENSPOT ROAD
   HIGHLAND, CA 92346
   909 889-9501
2. **SEWER**
   EAST VALLEY WATER DISTRICT
   31111 GREENSPOT ROAD
   HIGHLAND, CA 92346
   (909) 885-0911
3. **GAS**
   SOUTHERN CALIFORNIA GAS CO
   PO BOX 2300
   REDLANDS, CA 92373-0996
   909 335-7712
4. **ELECTRIC**
   SOUTHERN CALIFORNIA EDISON
   2887 N ALABAMA STREET
   REDLANDS, CA 92373
   909 307-6740
5. **TRASH/WASTE**
   BURRTEC WASTE INDUSTRIES, INC.
   CR - 19 HIGHLAND
   2215 BASE LINE STREET
   HIGHLAND, CA 92346
   909 864-8732 (P-1, 2-1)

APPLICANT

VIRAJ PATEL
HARIKRISHNA GAS INC.
8202 BELLA VISTA DRIVE
RANCHO CUCAMONGA, CA 91701
PHONE: 909-976-3863
E-MAIL: viraj4321@gmail.com

OWNER

JEAN EDY MAITLOCK
TRUSTEE OF EADY TRUST, C/O
PAULA HUMBERT
3380 PUNTA ALTA, #A
LAGUNA WOODS, CA 92637

ARCHITECT / EXHIBIT PREPARER

EMPIRE DESIGN GROUP, INC.
511 N MAIN STREET
LAKE ELSINORE, CA 92530
PHONE: (951) 696-1490
CELL PHONE: (951) 809-7601
E-MAIL: ghann@empiregr.biz
CONTACT: GREGORY HANN, ARCHITECT

PROJECT DESCRIPTION (SOW)

1. THE PROJECT RECEIVES (7) SEVEN PARCELS TOTALING APPROXIMATELY 1.88 NET ACRES.
2. PROPOSED C-STORE, WITH AN ATTACHED ROLL OVER CAR WASH.
3. PROPOSED 6P MPD FUELING CANOPY.
4. PROPOSED HIGH SPEED DIESEL CANOPY.
5. PROPOSED 22 PARKING STALLS INCLUDING 2 VACUUM, 1 ADA, AND 2 EVCS.
6. OTHER IMPROVEMENTS CONSIST OF ONSITE PARKING, WORK AREAS, SITE CIRCULATION, LANDSCAPING AND SITE LIGHTING.
7. OFFSITE IMPROVEMENTS CONSIST OF FRONT OF W.O.I. DEDICATION, NEW UTILITY CONNECTIONS, UPDATED SIGNALIZED INTERSECTION, SIDEWALK / CURB AND GUTTERS, AND DRIVEWAY APPROACHES.
8. PROPOSED ZONE CHANGE TO BUSINESS PARK.

VICINITY MAP



EMPIRE DESIGN GROUP, Inc.
511 N Main St.
Lake Elsinore, CA 92530
951-696-1490
EmpireDesignGroup.biz

All ideas, designs and layouts shown on these drawings, including all documents on electronic media are the property of empire design group, and are intended to be used in connection with this specific project only and shall not otherwise be used for any purpose whatsoever without the written consent, and may not be reproduced or used without the written permission of empire design group.
All rights reserved.

CLIENT:
HARIKRISHNA GAS INC.

COMMERCIAL / RETAIL
NEC PALM AVE. & W 5TH ST.
HIGHLAND, CA 92346

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:
STATE OF CALIFORNIA
GREGORY SCOTT HANN
C-28863
REN. 9/30/23
LICENSED ARCHITECT

Date: JUNE 13, 2022
Project Number: EDG#04774.01

NO.	DATE	REVISION DESCRIPTION

DESIGNED BY: GH
DRAWN BY: GH
CHECKED BY: AH

DRAWING TITLE:
ARCHITECTURAL CONCEPTUAL SITE PLAN / COVER PAGE

SHEET NO:
AS 1.0

Exhibit 2:

Conditions of Approval (CUP 22-008)

PLANNING DIVISION CONDITIONS OF APPROVAL

Date:	May 9, 2023
Applicant:	Harikrishna Gas, Inc
File/Index:	Conditional Use Permit (CUP 22-008)
Proposal:	The development consisting of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store.
Location:	A 1.83 acre site at the northeast corner of Palm Avenue and 5th Street. Assessor's Parcel Number(s): 1192-631-01, -02, -03, -04, -05, -06, -15, -16, -17,-18, and -19.
Related Entitlements:	Design Review Application (DRA 21-019), Tentative Parcel Map No. 19209 (TPM 22-006), General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001)

PLANNING CONDITIONS OF APPROVAL

Note: These conditions represent Planning Division conditions only and are meant to be only one part of the Project's overall conditions that may include Building and Safety, Engineering, and the Fire Department conditions of approval. All required on-site and off-site improvements shall be completed and approved prior to final inspection for occupancy, except where noted.

Conditional Use Permit (CUP 22-008) is conditionally approved, subject to compliance with the requirements as specified below. The Conditions listed below are continuing Conditions; failure of the Applicant and/or operator to comply with any or all Conditions at any time, shall result in initiating revocation of the subject permit.

1. Conditional Use Permit (CUP 22-008) shall become null and void:

    a. Unless all conditions have been complied with and the occupancy or use of the land or structures authorized by this design review application, and have occurred within thirty-six (36) months from the approval date this design review application shall expire and be null and void without further action by the City of Highland.

    b. Where circumstances beyond the control of the Applicant cause delays which do not permit compliance within the time limitation established in this Section, the Planning Commission may grant an extension of time for a period of time not to exceed an additional thirty-six (36) months. An application for an extension of time must be set forth in writing, stating the reasons for the extension, and must be filed with the community development department no less than 30 calendar days nor more than 90 calendar days prior to the expiration date of the permit or approval. Such

application shall be filed together with the City's processing fee, as established by the City Council.

NOTE: All required on-site and off-site improvements shall be completed and approved prior to final inspection for occupancy.

2. The proposed Entitlement permits the development of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store on approximately 1.9 acres at the northeast corner of Palm Avenue and 5th Street as illustrated in the approved plans.

3. All "convenience store" business activity shall be conducted within the 4,620 square foot store area. No outside displays and/or vending shall be permitted on the property.

4. All permanent parking areas shall be paved and permanently maintained with asphalt or concrete and designated with clearly painted lines. The number of parking spaces, including disabled parking and dedicated electric vehicle charging spaces, shall comply with the requirements of the City's Municipal Code. A minimum of twenty-one (21) parking stalls is required on-site. Twenty-two (22) total spaces have been provided.

5. Materials, textures, colors, and design of all walls shall be compatible with on-site development and adjacent properties. No wall higher than three feet in height shall be constructed within five feet of a driveway entrance or vehicle access way which opens onto a street or alley. Walls shall be constructed so as to ensure a clear cross view of pedestrians on the sidewalk, alley, or elsewhere by motorists entering or exiting the parcel. (Line of sight triangle as approved by City Engineer).

6. The operator and recorded owner of the property shall submit to the Planning Division written evidence of agreement with all conditions of this approval before the approval becomes effective. Plan check cannot begin prior to receipt of this signed documentation.

7. In compliance with the Highland Municipal Code, the Applicant/Owner shall agree, at his/her sole cost and expense, to defend, indemnify, and hold harmless, the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, including staff, concerning this project. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant/Owner of his/her obligations under this condition.

8. The Owner/Applicant is responsible for implementing all conditions of approval to the satisfaction of the Community Development Director, City Engineer, and Fire Department. No final inspection or clearances shall be given until all conditions are met. Each condition of approval is separately enforced, and if one of the conditions of approval is found to be invalid by a court of law, all the other conditions shall remain valid and enforceable.

9. The site shall be entirely paved, as approved by the Planning Commission, except for buildings and landscaping.

10. Prior to issuance of a certificate of occupancy and/or final inspection for the fueling station facility by the City, all landscaping, irrigation or other construction shown on the approved landscaping and irrigation plans, shall be installed and approved by the City's Landscape Architect.

11. Trash enclosure shall be screened on at least three sides from public view by a solid wall not less than five feet in height. Permanent opaque panel gates shall be installed on all openings to the trash enclosure and meet the design criteria established by the public services division.

    a. All trash shall be deposited in the trash area and the gates leading thereto shall be maintained in working order and shall remain closed except when in use.

12. Revisions, modification, or deletions of associated plans must be submitted to the Planning Division for review and approval. Revisions may require additional review by the Planning Commission.

13. Pursuant to provisions of California Public Resources Code Section 21089 (b), this Application shall not be operative, vested or final, nor will building permits be issued or a map recorded, until: (1) the Notice of Determination (NOD) regarding the associated environmental action is filed and posted with the Clerk of the Board of Supervisors of the County of San Bernardino, and; (2) any and all required filing fees assessed pursuant to California Fish and Game Code Section 711.4, together with any required handling charges, are paid to the Clerk of the Board of Supervisors of the County of San Bernardino.

    a. The Applicant shall provide the Planning Division with a check for the appropriate fee, made payable to the Clerk of the Board of Supervisors, no later than 24 hours after receiving approval of the project. The City will file the NOD and fee payment with the County/State and will provide the Applicant with a copy of the receipt and filed NOD.

    b. Construction and operation of the proposed project shall be in compliance with the project's Mitigation Monitoring and Reporting Program.

14. Development Impact Fees shall be paid in accordance with City policy.

15. All parking spaces shall be provided with nighttime security lighting. Lighting must be shielded and directed to reflect away from neighboring properties. Lighting shall not exceed 0.5 foot candles of illumination beyond the property boundary,.

16. The applicant shall construct a prominent decorative corner statement at the Palm Avenue and 5th Street intersection. The corner statement shall incorporate design features such as stones, wrought iron accents, and a "City of Highland" logo/scripture. Final design as well as onsite signage shall be submitted at part of a Sign Program application for the Planning Commission's review once a fuel tenant has been confirmed.

17. The future sale of alcoholic beverages onsite, if desired, shall require the approval of a separate Conditional Use Permit (Highland Municipal Code, Title 16, Chapter 16.24, Table 16.24.030.A (C.47)).

18. Easterly CMU block wall shall be six (6) feet in height as measured from the adjacent onsite grade, per Section 16.40 of the Highland Municipal Code.

Exhibit 3:

Mitigation Monitoring and Reporting Program

CITY OF HIGHLAND
HARIKRISHNA COMMERCIAL/RETAIL DEVELOPMENT PROJECT

Mitigation Measure	Implementation Schedule	Verification
Aesthetics		
AES-1 The Applicant shall obtain a tree removal permit from the Highland Community Development Department should development of the project site require the removal of 5 or more trees. Construction shall not commence until this permit is obtained from the City.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction. The permit shall be obtained prior to removal of any trees during construction.	A copy of the construction contract including this aesthetics measure shall be retained in the project file, as should a copy of the tree removal permit. Verification of implementation shall be based on field inspections by City inspection personnel that verify the aesthetics measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Aesthetics		
AES-2 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation, light configuration, or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Highland shall be implemented to eliminate glare impacts.	The glare analysis shall be prepared prior to completion of Final Design. The measures required to eliminate glare impacts shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the glare analysis and construction contract including this aesthetics measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the aesthetics measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-1 <u>Fugitive Dust Control</u>. The following measures shall be incorporated into project plans and specifications for implementation: • Apply soil stabilizers or moisten inactive areas. • Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day). • Cover all stock piles with tarps at the end of each day or as needed. • Provide water spray during loading and unloading of earthen materials. • Minimize in-out traffic from construction zone. • Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard. • Sweep streets daily if visible soil material is carried out from the construction site.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-2 <u>Exhaust Emissions Control</u>. The following measures shall be incorporated into project plans and specifications for implementation: • Utilize well-tuned off-road construction equipment. • Establish a preference for contractors using Tier 3 or better heavy equipment. • Enforce 5-minute idling limits for both on-road trucks and off-road equipment.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-3 Provide incentives for vendors and material delivery trucks that would be visiting the hotel to encourage the use of zero-emission or near-zero emission heavy-duty trucks during operation, such as trucks with natural gas engines that meet CARB's adopted optional NOx emissions standard of 0.02 grams per brake horsepower-hour (g/bhp-hr). At a minimum, incentivize the use of 2010 model year or newer engines that meet CARB's 2010 engine emission standards of 0.01 g/bhp-hr for particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks.	This measure shall be implemented ongoing during operation.	Verification of compliance with this measure shall be based on City inspection. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-4 Provide electric vehicle (EV) charging stations for the restaurant uses where feasible. If feasible, at least 5% of all vehicle parking spaces shall include EV charging stations, or at a minimum, require the Proposed project to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for passenger vehicles and trucks to plug-in. Electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. Electrical panels should be appropriately sized to allow for future expanded use.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction. This measure shall be demonstrated once the facility is in operation.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-5 Maximize the use of solar energy including solar panels. Installing the maximum possible number of solar energy arrays on the building roofs and/or on the Proposed project site to generate solar energy for the facility and/or EV charging stations.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-6 Require the use of electric landscaping equipment, such as lawn mowers and leaf blowers.	This measure shall be implemented ongoing during operation.	The Applicant shall provide documentation to the City that their landscape provider utilizes such equipment. Verification of compliance with this measure shall be based on City inspection. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-7 Require use of electric or alternatively fueled sweepers with HEPA filters.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-8 Maximize the planting of trees in landscaping and parking lots consistent with water availability.	This measure shall be completed prior to finalization of design, and shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the final landscape design and construction contract including this measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-9 Use light colored paving and roofing materials.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-10 Utilize only Energy Star heating, cooling, and lighting devices, and appliances.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Biological Resources		
BIO-1 A Pre-construction Burrowing Owl Survey shall be conducted by a qualified biologist at least 3 days prior to any ground disturbing activities, at any time of year. Surveys shall be completed following the recommendations and guidelines provided within the Staff Report on Burrowing Owl Mitigation (CDFG, March 2012) or most recent version by a qualified biologist. If an active burrowing owl burrow is detected within any Project disturbance area, or within a 500-foot buffer of the disturbance area, a 300-foot radius buffer zone surrounding the burrow shall be flagged, and no impacts to soils or vegetation or noise levels above 65 dBA shall be permitted while the burrow remains active or occupied. Disturbance-free buffers may be modified based on site-specific conditions in consultation with CDFW. The qualified biologist shall monitor active burrows daily and will increase buffer sizes as needed if owls show signs of disturbance. If active burrowing owl burrows are located within any work area and impact cannot be avoided, a qualified biologist shall submit a burrowing owl exclusion plan to CDFW for review and approval. The burrowing owl exclusion plan shall include permanent compensatory mitigation consistent with the recommendations in the Staff Report on Burrowing Owl Mitigation such that the habitat acreage, number of burrows and burrowing owls impacted are replaced. Passive relocation shall take place outside the nesting season (1 February to 31 August).	This measure shall be implemented at least 3 days prior to ground disturbing activities associated with construction.	A copy of the preconstruction survey shall be documented and retained in the project file. A notation stating whether the burrowing owl is present or absent from the site shall be included in the file. If a burrowing owl exclusion plan must be prepared, the plan shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Biological Resources		
BIO-2 Nesting bird surveys shall be conducted by a qualified avian biologist no more than three (3) days prior to vegetation clearing or ground disturbance activities. Preconstruction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the preconstruction nesting bird surveys, a Nesting Bird Plan (NBP) shall be prepared and implemented by the qualified avian biologist. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, ongoing monitoring, establishment of avoidance and minimization measures, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, individual/pair's behavior, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. To avoid impacts to nesting birds, any grubbing or vegetation removal should occur outside peak breeding season (typically February 1 through September 1).	Construction shall occur outside of the nesting season or a copy of the field survey documenting no nesting birds shall be completed prior to initiating construction within the nesting season.	City personnel shall document the dates of construction. If construction is proposed to occur within the nesting season, a copy of the field survey documenting the absence of nesting birds shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City's onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act	Any response to exposed resources shall occur during construction. Any reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City shall be notified within 24-hours of accidental exposure of any cultural resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the final report shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-2 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.	Any response to exposed resources shall occur during construction. Any reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City and YSMN shall be notified within 24-hours of accidental exposure of any cultural resources. A copy of initial findings shall be provided to the City and YSMN and shall be retained in the project file. A copy of the final report shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-3 If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	Any response to exposed resources shall occur during construction. The Monitoring and Treatment Plan shall be developed if pre-contact cultural resources are located. Reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	A copy of the Monitoring and Treatment Plan shall be retained in the project file, as should reports of the findings. Verification of implementation shall be based on field inspections by City inspection personnel that verify the archaeological monitoring program is being implemented by the contractor as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning and Public Works Departments	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-4 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	This measure shall be implemented during construction if human remains are exposed during construction	The City shall retain all records of the discovery and management actions taken in regard to human remains in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-1 The site developer shall incorporate the seismic design coefficients provided in Appendix 7a in the design of structures that serve humans at the project site. The goal is to incorporate design measures that will ensure the safety of any new structures in protecting human life in the event of a regional earthquake affecting the site.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-2 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the project site for future cleanup.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-3 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the project is being constructed.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-5 If paleontological resources are discovered during earth disturbance activities, the discovery shall be cordoned off with a 100-foot radius buffer so as to protect the discovery from further potential damage, and a county or city-qualified paleontologist shall be consulted to assess the discovery. If the discovery is determined to be significant by the paleontologist, an MMRP shall be initiated, which will include notification of appropriate personnel involved and monitoring of earth disturbance activities. 1. Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified paleontologist or paleontological monitor. Monitoring will be conducted full-time in areas of grading or excavation in undisturbed sedimentary deposits. 2. Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project	Any response to exposed paleontological resources shall occur during construction. Any reports, including the MMRP, documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City shall be notified within 24-hours of accidental exposure of any paleontological resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the MMRP and final report shall be retained in the project file.

Mitigation Measure	Implementation Schedule	Verification
paleontologist, who will then notify the concerned parties of the discovery. 3. Paleontological salvage during trenching and boring activities is typically from the generated spoils and does not delay the trenching or drilling activities. Fossils will be collected and placed in cardboard flats or plastic buckets and identified by field number, collector, and date collected. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place. On mass grading projects, discovered fossil sites will be protected by flagging to prevent them from being overrun by earthmovers (scrapers) before salvage begins. Fossils will be collected in a similar manner, with notes and photographs being taken before removing the fossils. Precise location of the site is determined with the use of handheld GPS units. If the site involves remains from a large terrestrial vertebrate, such as large bone(s) or a mammoth tusk, that is/are too large to be easily removed by a single monitor, a fossil recovery crew shall excavate around the find, encase the find within a plaster and burlap jacket, and remove it after the plaster is set. For large fossils, use of the contractor's construction equipment may be solicited to help remove the jacket to a safe location. 4. Isolated fossils will be collected by hand, wrapped in paper, and placed in temporary collecting flats or five-gallon buckets. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place. 5. Particularly small invertebrate fossils typically represent multiple specimens of a limited number of organisms, and a scientifically suitable sample can be obtained from one to several five-gallon buckets of fossiliferous sediment. If it is possible to dry screen the sediment in the field, a concentrated sample may consist of one or two buckets of material. For vertebrate fossils, the test is usually the observed presence of small pieces of bones within the sediments. If present, multiple five-gallon buckets of sediment can be collected and returned to a separate facility to wet-screen the sediment. 6. In accordance with the "Microfossil Salvage" section of the Society of Vertebrate Paleontology guidelines (2010:7), bulk sampling and screening of fine-grained sedimentary deposits (including carbonate-rich paleosols) must be performed if the deposits are identified to possess indications of producing fossil "microvertebrates" to test the feasibility of the deposit to yield fossil bones and teeth.		

Mitigation Measure	Implementation Schedule	Verification
7. In the laboratory, individual fossils will be cleaned of extraneous matrix, any breaks will be repaired, and the specimen, if needed, will be stabilized by soaking in an archivally approved acrylic hardener (e.g., a solution of acetone and Paraloid B-72). 8. Recovered specimens are prepared to a point of identification and permanent preservation (not display), including screen-washing sediments to recover small invertebrates and vertebrates. Preparation of individual vertebrate fossils is often more time-consuming than for accumulations of invertebrate fossils. 9. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage (e.g., the San Bernardino County Museum) shall be conducted. The paleontological program should include a written repository agreement prior to the initiation of mitigation activities. Prior to curation, the lead agency (e.g., the City of Highland) will be consulted on the repository/museum to receive the fossil material. 10. A final report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to, and accepted by, the appropriate lead agency, will signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.		

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Hazards and Hazardous Materials		
HAZ-1 All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the project development.	These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.	A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise		
NOI-1 The City will require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random field inspections by applicant personnel during construction activities.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise		
NOI-2 Equipment not in use for five minutes shall be shut off.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

\Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-3	Equipment shall be maintained and operated such that loads are secured from rattling or banging.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-4	Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic-powered equipment shall be used instead of pneumatic power.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

\Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-5	Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-6	No radios or other sound equipment shall be used at this site unless required for emergency response by the contractor.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-7	Public notice shall be given prior to initiating construction. This notice shall be provided to all property owners/residents within 300 feet of the project site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the project. The public notice shall encourage the adjacent residents to contact the supervisor in the case of a complaint. Resident's will be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint..	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Transportation			
TRAN-1	The project shall be required to contribute its fair share to installing signals at the following intersections under the jurisdiction of the City of Highland: • Sterling Avenue at 6th Street • Victoria Avenue at 6th Street • Central Avenue at 3rd Street The Cities shall determine the appropriate timing in which to install a signal at the above intersections based on actual peak hour operations, engineering judgement and signal peak hour warrant analyses.	The fair share contributions shall be submitted to the City prior to issuance of City entitlements.	A copy of the receipt for fair share contribution shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Transportation		
TRAN-2 The project shall be required to contribute its fair share towards the deficient roadway segments and intersections identified in the AGSP EIR. Fair share contribution shall be contributed in the following manners: • Fair share contribution shall be tabulated as a percentage of the total project cost ($3,465,119) that shall be based on the square footage of a given future project in relation to the allowable square footage within the AGSP Planning Area. Thus, for this project, which would contribute 12,745 SF of building area to the Planning Area, the project's fair share would be a contribution of 0.139% (equal to $4,800.59) of the total fair share cost for Planning Area related traffic.	The fair share contributions shall be submitted to the City prior to issuance of City entitlements.	A copy of the receipt for fair share contribution shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Tribal Cultural Resources		
TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in MM CUL-2, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Any response to exposed resources shall occur during construction. The Monitoring and Treatment Plan shall be developed if pre-contact cultural resources are located. Reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	A copy of the Monitoring and Treatment Plan shall be retained in the project file, as should reports of the findings. Verification of implementation shall be based on field inspections by City inspection personnel that verify the archaeological monitoring program is being implemented by the contractor as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Tribal Cultural Resources		
TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to The Yuhaaviatam of San Manuel Nation (YSMN). The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	This measure shall be implemented as the reports are finalized.	Correspondence verifying documentation that each report has been received by the Applicant, Lead Agency, and YSMN shall be provided to the City and retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning and Public Works Department	

Attachment 6:

Resolution No. 2023-____ for Design Review Application (DRA 21-019)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPROVING DESIGN REVIEW APPLICATION (DRA 21-019) FOR THE SITE PLAN, ROUGH GRADING PLAN, AND CONCEPTUAL LANDSCAPE PLAN PERTINING TO THE DEVELOPMENT CONSISTING OF A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET. RELATED ENTITLEMENTS INCLUDE CONDITIONAL USE PERMIT (CUP 22-008), TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006), GENERAL PLAN AMENDMENT (GPA 22-001), AND ZONE CHANGE (ZC 22-001).

ASSESSOR'S PARCEL NUMBERS:

1201-301-14, -15, -19, and 1201-311-02, -03, -04, -05

APPLICANT: HARIKRISHNA GAS, INC.

A. RECITALS

1. On October 10, 2022, the Applicant submitted an application for Design Review Application (DRA 21-019) for the Site Plan, Building Elevations, Grading Plan and Conceptual Landscape Plan pertaining to the development of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store at the northeast corner of Palm Avenue and 5th Street. Related entitlements include Conditional Use Permit (CUP 22-008), Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) existing lots into one (1), and General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to change the land use and zoning designation from Industrial (I) to Business Park (BP).

2. The site is located on an approximately 1.83 acres at the northeast corner of Palm Avenue and 5th Street, within the City's Industrial Zoning and General Plan Land Use Designations;

3. Pursuant to the provision of the California Environmental Quality Act (CEQA) and State and Local CEQA Guidelines, the City of Highland is the Lead Agency, and is charged with the responsibility of deciding whether to approve the proposed project. An Initial Study and Mitigated Negative Declaration were prepared and circulated in accordance with state and local law to be considered by the City Council at the May 9, 2023 public hearing.

4. On March 21, 2023, the Planning Commission of the City of Highland, conducted a Public Hearing on the subject Project, concluded the Hearing on that date, and adopted Resolution No. 23-013, recommending the City Council approve Design Review Application (DRA 21-019).

5. On May 9, 2023, the Highland City Council conducted a Public Hearing on the subject Project and concluded the Hearing on that date.

6. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined and resolved by the Highland City Council as follows:

1. The Highland City Council finds that all of the facts set forth in the Recitals, Part "A" of this Resolution, are true and correct.

2. Pursuant the California Code of Regulations, the Highland City Council hereby finds that a Mitigated Negative Declaration prepared for the project has been completed in compliance with the California Environmental Quality Act (CEQA) and that the Highland City Council has reviewed and considered the information contained in the staff report, and the comments received during the public review process, prior to approving the project.

3. Based upon substantial evidence presented to the Highland City Council during the May 9, 2023 Public Hearing, including public testimony and written and oral Staff Reports, the Highland City Council finds as follows:

   a. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland.

4. Findings of Fact for Design Review Application (DRA 21-019):

   Based on the Findings below, the Highland City Council herby finds:

   a. That the proposed project is consistent with the related Conditional Use Permit.

      Response: Per section 16.24 of the Highland Municipal Code, the fueling stations are permitted within the Business Park (BP) zone through the approval of a Conditional Use Permit. Further, Section 16.44.200 of the Highland Municipal Code highlights specific development standards for Vehicle Fueling Stations. The proposed project design is consistent with the landscaping requirements, parking standards, site circulation, and electric vehicle charging spaces established as part of the Conditional Use Permit, the Highland Municipal Code, and City Ordinance No. 456.

      Additionally, the General Plan goals and policies relevant to the project involve its inclusion in the 5th Street Corridor Policy Area, Circulation Element, and Community Design Element. The project meets all relevant goals and policies.

b. That the proposed use is in accordance with the objectives of Title 16, Land Use and Development of the City of Highland Municipal Code, and the purposes of the land use district in which the site is located.

Response: The project would be developed in compliance with the Highland Municipal Code standards related to Vehicle Fueling Stations in the Business Park (BP) District. Per Municipal Code Section 16.24.040 Employment District Development Standards, the maximum lot coverage is 60%. The project has proposed a lot coverage of just 16%. It satisfies the minimum lot size, with regard to lot width and depth, as well as required building setbacks and landscape coverage. Additionally, it satisfies general development standards related to circulation, parking, lighting, and electric vehicle charging.

c. That the proposed use is in compliance with city design and landscape standards and criteria.

Response: The Highland General Plan describes specific criteria related to this location in the Land Use and the Community Design Elements. Goal 10.2 seeks to create attractive and visually unified corridor with specialized streetscape and landscape improvements. Goal 10.8 seeks to ensure that development is professional and attractive in appearance through coordinated site planning, signage and architectural design.

The proposed convenience store and carwash building is visible to the general public from all directions and features an earth tone stucco with brick accent cladding that embraces the warm tones found on other buildings located along the 5th Street Corridor. While the site does not have a confirmed fueling tenant as of yet, the building has been designed with additional cutouts and rooflines to complement the structures on surrounding properties and comply with the vision for the General Plan's 5th Street Corridor.

The Conceptual Landscape Plan presents a variety of drought-tolerant trees, shrubs and vines, as well as groundcovers will be planted throughout the perimeter of the site as well as the building footprint. Along the Palm Avenue frontage are a combination of Dwarf Weeping Bottlebush, Blue Flame Agave, and Aloe plants accented by Mauritius Hemp plants spaced accordingly. Along the 5th Street frontage are Slipper, Silver Dollar Plants, Red Yucca, and Mexican Brush Sage for additional variety. The proposed Conceptual Landscape Plan, as conditioned, will comply with the City's drought tolerant landscaping regulations.

d. That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety, or welfare or will not be materially injurious to properties or improvements in the vicinity of the site.

Response: This proposed project was subject to an Initial Study / Mitigated Negative Declaration (IS/MND) as part of the CEQA review process. As such, the City oversaw preparation of an Initial Study, which was made available for public review from February 6, 2023 to March 8, 2023. The Initial Study found that potential impacts to air quality, biological resources, tribal/cultural resources, noise, as well as geology and soils require the implementation of mitigation measures to reduce impacts to a less than significant level. A Mitigated Negative Declaration is the appropriate document for this project and will be adopted concurrently with the Conditional Use Permit, Design Review Application, General Plan Amendment, Zone Change, and Tentative Parcel Map.

The vehicle fueling station and carwash will be in compliance with Municipal, Fire & Building codes. Each public safety division of the City has reviewed the project and provided relevant Conditions of Approval that will be adopted by resolution.

5. Based on the Findings and Conclusions set forth above, the Highland City Council approves Design Review Application (DRA 21-019). All improvements will be completed subject to the Conditions of Approval attached hereto and incorporated by reference.

Exhibit 1 includes the Project Plans

Exhibit 2 includes Conditions of Approval for DRA 21-019

Exhibit 3 includes the Mitigation Monitoring and Reporting Program

C. ADOPTION OF RESOLUTION.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, **APPROVED** and **ADOPTED** this 9th day of May, 2023

_____
Larry McCallon, Mayor

ATTEST:

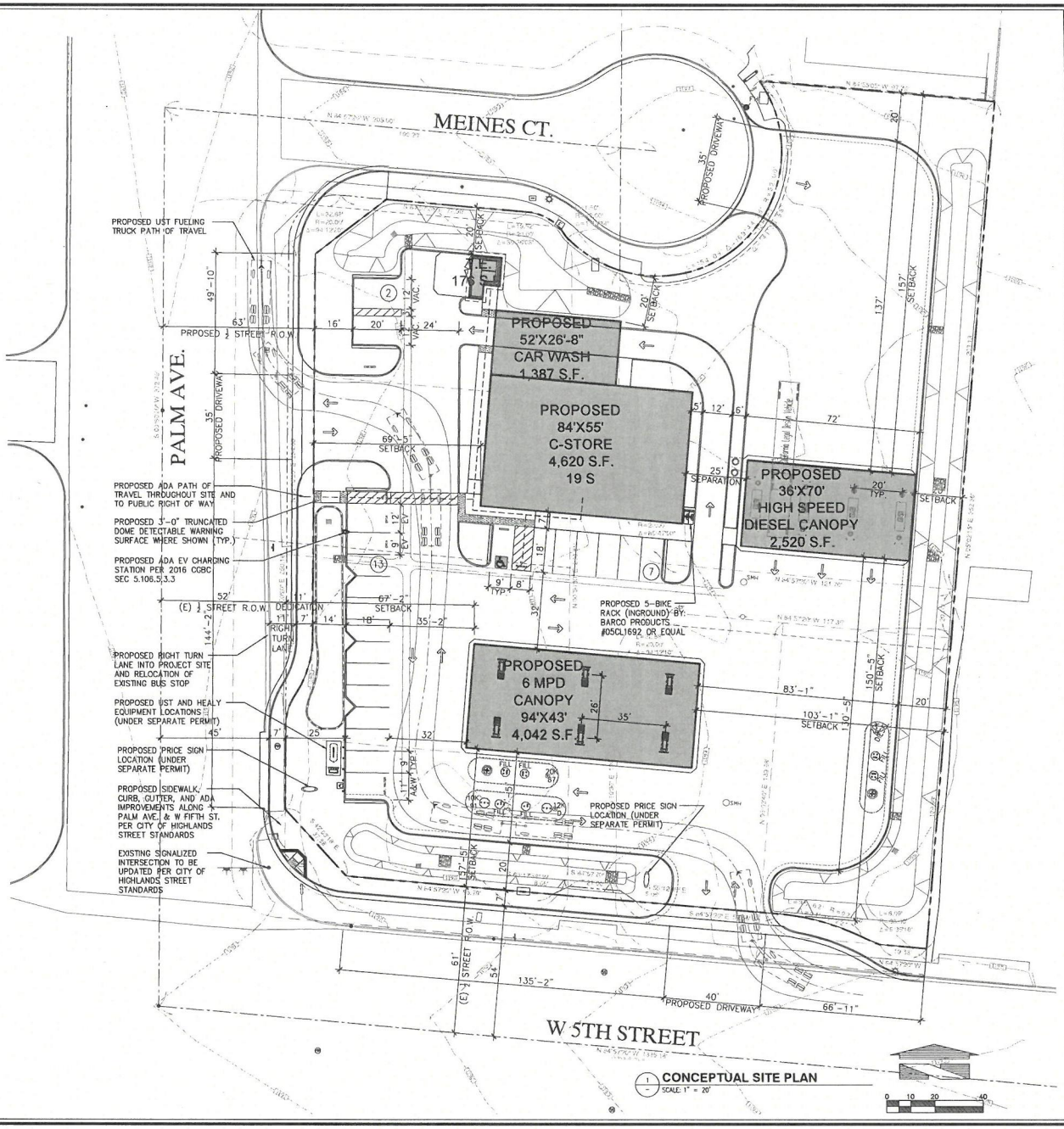
_____
Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Maricela E. Marroquin
City Attorney

Exhibit 1:

Project Plans



SITE DATA

ADDRESS:	NEC PALM AVE. & W. 5TH STREET HIGHLAND, CA 92346
APN:	1201-311-02, 1201-311-03, 1201-311-05, 1201-301-14 1201-301-15, & 1201-301-19
LEGAL DESCRIPTION:	TRACT 3202 LOT 8 TRACT NO 3202 ROYAL PALMS TRACT NO 1 LOT 8 TOGETHER WITH THE VAC ALLEY TO THE EAST EXST.
COUNTY:	SAN BERNARDINO
LOT SIZE:	EXISTING: 82,161 S.F. (±1.89 ACRES) PROPOSED: 79,748 S.F. (±1.83 ACRES)
BUILDING AREAS:	C-STORE: 4,620 S.F. CAR WASH: 1,387 S.F. 6 MPD CANOPY: 4,042 S.F. HIGH SPEED DIESEL CANOPY: 2,520 S.F. TRASH ENCLOSURE: 176 S.F.
BUILDING HEIGHT:	MAX HEIGHT: 45-0"
SITE COVERAGE:	MAX FAR: 30%
CONSTRUCTION TYPE:	V-B/NON-SPRINKLERED
OCCUPANCY'S:	M
SPECIFIC PLAN:	N/A
EXISTING LAND USE:	VACANT LAND
PROPOSED LAND USE:	RETAIL / COMMERCIAL
EXISTING ZONE:	I - INDUSTRIAL
PROPOSED ZONE:	BP - BUSINESS PARK
SURROUNDING LAND USE AND ZONING:	NORTH: I - INDUSTRIAL SOUTH: I - INDUSTRIAL EAST: I - INDUSTRIAL WEST: BP - BUSINESS PARK
AIRPORT OVERLAY ZONE:	D - TRAFFIC PATTERN ZONE - LOW RISK LEVEL
PARKING REQUIREMENTS:	C-STORE STALLS: 4 SPACES / 1,000 S.F. (4,620 S.F. / 1,000 S.F.) X 4 = 19 TOTAL REQUIRED: 19 SPACES TOTAL PARKING PROVIDED: 22 (INCLUDED 1 ADA, 2 EVCS, AND 2 VACCUM)
LOT COVERAGE:	BUILDING: 12,745 S.F. (16%) LANDSCAPING: 23,271 S.F. (29%) IMPERVIOUS: 43,732 S.F. (55%) TOTAL: 79,748 S.F. (100%)
TREES:	NO TREES EXIST

UTILITIES

1. **WATER** — EAST VALLEY WATER DISTRICT, 31111 GREENSPOT ROAD, HIGHLAND, CA 92346, 909-889-9501
2. **SEWER** — EAST VALLEY WATER DISTRICT, 31111 GREENSPOT ROAD, HIGHLAND, CA 92346, 909-889-9501
3. **GAS** — SOUTHERN CALIFORNIA GAS CO., PO BOX 2300, PERRIS, CA 92572-9716, 909 335-777 2
4. **ELECTRIC** — SOUTHERN CALIFORNIA EDISON, 26707 ENTENSE STREET, PERRIS, CA 92571, 909 357-6749
5. **TRASH/WASTE** — BURTEC WASTE INDUSTRIES, INC., P.O. BOX HIGHLAND, 27215 BASE LINE STREET, HIGHLAND, CA 92346, 909-889-9702 EXT 2711

APPLICANT

VIRAJ PATEL
HARIKRISHNA GAS INC.
8302 BELLA VISTA DRIVE
RANCHO CUCAMONGA, CA 91701
PHONE: 909-936-3861
E-MAIL: viraj4321@gmail.com

OWNER

JEAN EDY MATLOCK
TRUSTEE OF EADY TRUST, C/O
PAULA HUMBERT
3380 PUNTA ALTA, #A
LAGUNA WOODS, CA 92637

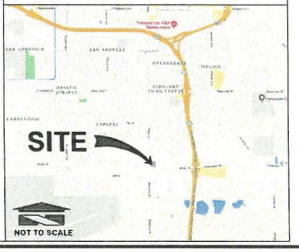
ARCHITECT / EXHIBIT PREPARER

EMPIRE DESIGN GROUP, INC.
511 N MAIN STREET
LAKE ELSINORE, CA 92530
PHONE: (951) 696-1490
CELL PHONE: (951) 809-7601
E-MAIL: ghann@empiregr.biz
CONTACT: GREGORY HANN, ARCHITECT

PROJECT DESCRIPTION (SOW)

1. THE PROJECT INVOLVES (7) SEVEN PARCELS TOTALING APPROXIMATELY 1.86 NET ACRES.
2. PROPOSED C-STORE, WITH AN ATTACHED ROLL OVER CAR WASH.
3. PROPOSED 6P MPD FUELING CANOPY.
4. PROPOSED HIGH SPEED DIESEL CANOPY.
5. PROPOSED 22 PARKING STALLS INCLUDING: 2 VANPOOL, 1 ADA, AND 2 EVCS.
6. ONSITE IMPROVEMENTS CONSIST OF ONSITE PAVING, ACOMP AREAS, SITE CIRCULATION, LANDSCAPING AND SITE LIGHTING.
7. OFFSITE IMPROVEMENTS CONSIST OF PALM AVE. DEDICATION, NEW UTILITY CONNECTIONS, UPDATED SIGNALIZED INTERSECTION, SIDEWALK / CURB AND GUTTERS, AND DRIVEWAY APPROACHES.
8. PROPOSED ZONE CHANGE TO BUSINESS PARK.

VICINITY MAP



EMPIRE DESIGN GROUP, INC.
511 N Main St
Lake Elsinore, CA 92530
951-696-1490
EmpireDesignGroup.biz

All ideas, designs and layouts shown on these drawings, including all documents on electronic media are the property of empire design group, and are intended to be used in connection with this specific project only and shall not otherwise be used for any purpose whatsoever without the written consent, and may not be reproduced or used without the written permission of empire design group.
All rights reserved

CLIENT:

HARIKRISHNA GAS INC.

COMMERCIAL / RETAIL
NEC PALM AVE. & W 5TH ST.
HIGHLAND, CA 92346

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N. MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:
STATE OF CALIFORNIA — GREGORY SCOTT HANN — No. C-28863 — LICENSED ARCHITECT

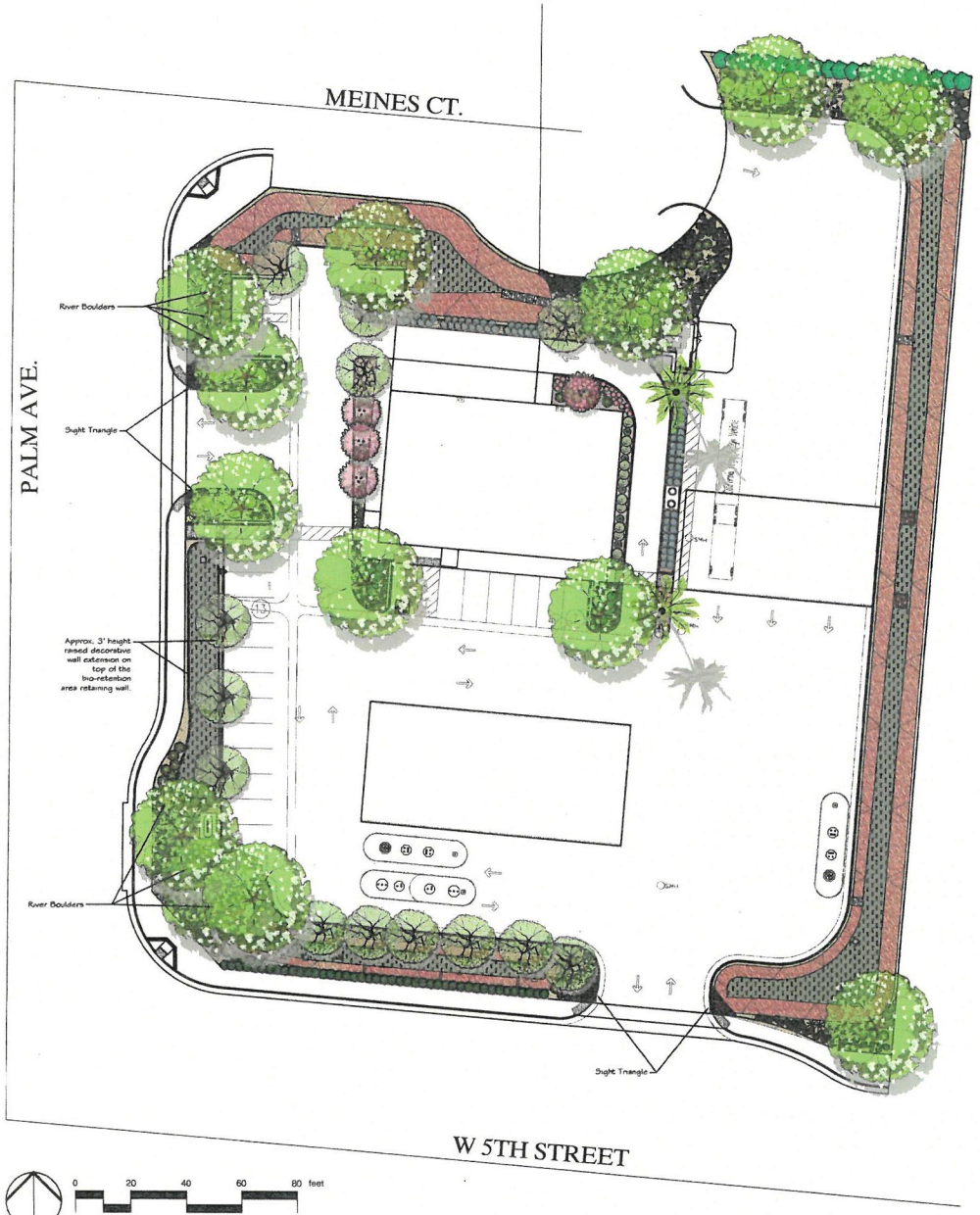
Date: JUNE 13, 2022
Project Number: EDG#04774.01

NO.	DATE	REVISION DESCRIPTION

DESIGNED BY: GH
DRAWN BY: GH
CHECKED BY: AH

DRAWING TITLE:
ARCHITECTURAL CONCEPTUAL SITE PLAN / COVER PAGE

SHEET NO:
AS 1.0



PLANT SCHEDULE

TREES	CODE	BOTANICA., NAME	COMMON NAME	SIZE	QTY	REMARKS
	GEI PAR	Geijera parviflora	Austral an Willow	24"box	13	WUCOLS REG. 4 - M
	LAG MUS	Lagerstroemia x 'Muskogee'	Crape Myrtle light lavender	24" Box	4	WUCOLS REG. 4 - M
	ULM DRA	Ulmus parvifolia 'Drake'	Drake Elm	24"box	13	WUCOLS REG. 4 - M
PALM TREES	**CODE**	**BOTANICA., NAME**	**COMMON NAME**	**SIZE**	**QTY**	**REMARKS**
	ARE ROM	Arecastrum romanzoffianum	Queen Palm	Min. 15' B.T.H.	2	WUCOLS REG. 4 - M
SHRUBS	**CODE**	**BOTANICA., NAME**	**COMMON NAME**	**SIZE**	**QTY**	**REMARKS**
	ACA LOW	Acacia redolens 'Low Boy'	Low Boy Bank Catclaw	5 gal.	45	WUCOLS REG. 4 -L
	AGA BL2	Agave x ' Blue Flame'	Blue Fleme Agave	5 gal	72	WUCOLS REG. 4 - L
	ALO A12	Aloe x 'Always Red'	Aloe	5 gal	267	WUCOLS REG. 4 - L
	ANI JOE	Anigozanthos x 'Pink Joey'	Pink Joey Kangaroo Paw	5 gal	129	WUCOLS REG. 4 - L
	ARB COM	Arbutus unedo 'Compacta'	Dwarf Strawberry Tree	5 gal	21	WUCOLS REG. 4 - L
	CAL DWA	Callistemon viminalis 'Little John'	Dwarf Weeping Bottlebrush	5 gal	71	WUCOLS REG. 4 - M
	CRA RIP	Crassula arborescens 'Ripple Jade'	Silver Dollar Plant	5 gal	59	WUCOLS REG. 4 - L
	CUP TIN	Cupressus sempervirens 'Tiny Tower' TM	Tiny Tower Italian Cypress	15 gal	10	WUCOLS REG. 4 - L
	ELA FRU	Elaeagnus pungens 'Fruitlandi'	Silverberry	5 gal	58	WUCOLS REG. 4 - L
	FUR MED	Furcraea foetida 'Mediopicta'	Mauritius Hemp	15 gal	19	WUCOLS REG. 4 - L
	HES PAR	Hesperaloe parviflora	Red Yucca	5 gal	39	WUCOLS REG. 4 - L
	KNI FLA	Kniphofia uvaria 'Flamenco'	Flamenco Red Hot Poker	1 gal	144	WUCOLS REG. 4 - L
	MAN JAG	Mangave x 'Jaguar'	Mangave	5 gal	25	WUCOLS REG. 4 - L
	PED MAC	Pedilanthus macrocarpus	Slipper	5 gal	30	WUCOLS REG. 4 - L
	ROS HUN	Rosmarinus officinalis 'Huntington Carpet'	Huntington Carpet Rosemary	5 gal	93	WUCOLS REG. 4 - L
	SAL MID	Salvia leucantha 'Midnight'	Mexican Bush Sage	5 gal	16	WUCOLS REG. 4 - L

SHRUB AREAS	CODE	BOTANICA., NAME	COMMON NAME	SIZE	SPACING	QTY	REMARKS
	JUN ELK	Juncus patens 'Elk Blue'	Spreading Rush	1 gal	24" o.c.	1,286	WUCOLS REG. 4 - M BIO - 3 Vegitated Swale
	MUH PI2	Muhlenbergia capiller a 'Pink Flamingos'	Pink Flamingo Muhly Grass	1 gal.	36" o.c.	811	WUCOLS REG. 4 - L
	SEN VI2	Senecio vitalis	Blue Chalk Fingers	1 gal.	18" o.c.	79	WUCOLS REG. 4 - L

GROUND COVERS	CODE	BOTANICA., NAME	COMMON NAME	SIZE	SPACING	QTY	REMARKS
	CA GOLD	California Gold	Ornimental Rock	3/4" Minus		8,837 sf	or Approved Eq. - Use Local Supply Install on 4 oz. Weed Fabric - Dewitt or Approved Eq.
	BARK	Forest Bark Mulch	Bark	None		1,037 sf	3" Min. Depth
	RIV COB	River Cobble		8" Minus		1,026 sf	Mix 4" - 8" with 2" Smooth River Rock Use Local Supply Install on 4 oz. Weed Fabric - Dewitt or Approved Eq.
		River Boulder - Various Sizes					

Notes:
1. The Landscape Contractor is obtain a soils test from a qualified soils testing laboratory and amend the soils as recommended by the soils recommendations PRIOR to installation of plants. The soils test results must be presented to the municipality to obtain Certificate of Occupancy
2. All plantings and irrigation shall be maintained by the property owner and in any case where a required planting has not survived the property owner shall be responsible for replacement with equal or better plant materials.
3. Minimum 3" depth bark mulch shall be installed in planter areas.

Irrigation Regone:
A fully automatic, water efficient drip irrigation System will be installed for for the entire project. The irrigation controller features will include:
*Ete based self adjusting station on time
*Multiple program capabilities
*Multiple repeat cycle capabilities
*Flexible calendar program

Landscape Area Calculations:
Project Site Area:
79,748 S.F. / 1.83 Acres
Required Landscape Area (15% of Site):
11,962 S.F. / .27 Acres
Provided Landscape Area:
17,023 S.F. / .39 Acres

EGLA
LANDSCAPE ARCHITECTURE, Inc. ASLA
CALIFORNIA REGISTERED LANDSCAPE ARCHITECT #3939, #2239
NEVADA REGISTERED LANDSCAPE ARCHITECT #455
ARIZONA REGISTERED LANDSCAPE ARCHITECT #55734
340 Lookout Avenue
Oceanside, CA 92057
P: 760-529-0241
F: 760-529-0241
E: egla01@sbcglobal.net

REVISIONS

Contractor shall verify and be responsible for all dimensions and conditions on the job, and shall notify the office of EGLA, Landscape Architecture of any errors, discrepancies or variations from the information shown on these drawings. Written dimensions shall have precedence over scaled dimensions. Any variations shall be submitted to this office for approval before proceeding with any fabrication.

All designs, ideas and information shown on these drawings and specifications are and shall remain the property of EGLA, Landscape Architecture. None shall thereof be used, changed or altered in any manner in connection with any work or project other than the specific project for which they have been prepared and developed without the written consent of EGLA Landscape Architecture, Inc.. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions.

REGISTERED LANDSCAPE ARCHITECT
ERIC E. GRIPP
3239
signature
Renewal Date
2/28/23
STATE OF CALIFORNIA

PRELIMINARY
NOT FOR CONSTRUCTION

DEVELOPER:
Harikrisha Gas Company

PROJECT:
COMMERCIAL / RETAIL DEVELOPMENT
NEC Palm Avenue and West 5th Street
Highland, CA 92346

SHEET DESCRIPTION
Conceptual Landscape Plan

DATE: 11/01/22
SCALE: 1" = 20'
DRAWN BY: Eric Gripp
SHEET NUMBER

PRL-1
of 1

KEYED NOTES

1. SIGNAGE NOT A PART, UNDER SEPARATE SUBMITTAL
2. ALUMINUM ENTRANCE AND STOREFRONT SYSTEM
3. CAR WASH TUNNEL, CONTINUOUS THROUGH OTHER SIDE

COLOR LEGEND

P-1 BENJAMIN MOORE, "SUNNY DAYS – 172", LRV 64.03

P-2 BENJAMIN MOORE, "WARM SIENNA – 0203", LRV 15.00

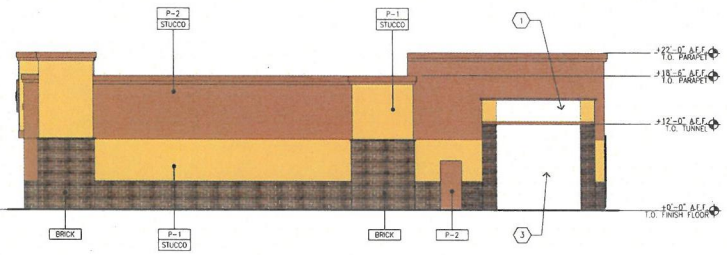
MATERIAL LEGEND

STUCCO ¾" CEMENT PLASTER, INSTALLED PER MFG. SPECIFICATIONS. TEXTURE: FINE SAND FINISH

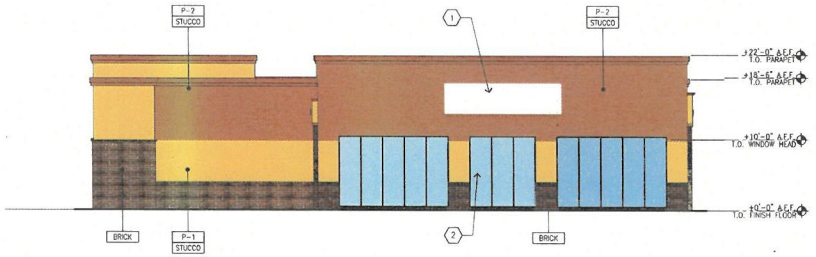
BRICK ELDORADO STONE – RUNDRABRICK "HARTFORD"



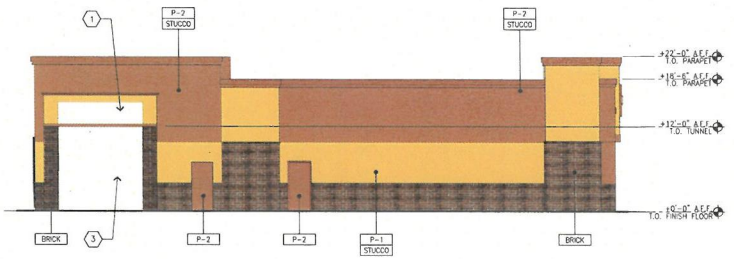
A SOUTH C-STORE ELEVATION
SCALE: 1/8"=1'-0"



B EAST C-STORE ELEVATION
SCALE: 1/8"=1'-0"



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



D WEST C-STORE ELEVATION
SCALE: 1/8"=1'-0"

EMPIRE DESIGN GROUP Inc.
511 N Main St
Lake Elsinore, CA 92530
951-696-1490
EmpireDesignGroup.biz

All ideas, designs and layouts shown on these drawings, including all documents on electronic media are the property of empire design group. They are not to be used in connection with this specific project only and shall not otherwise be used for any purpose whatsoever without the written consent and may not be reproduced or used without the written permission of empire design group.
All rights reserved

CLIENT:

HARIKRISHNA GAS INC.

COMMERCIAL / RETAIL
NEC PALM AVE. & W 5TH ST.
HIGHLAND, CA 92346

ARCHITECT OF RECORD:
GREGORY S. HANN, AIA
511 N MAIN STREET
LAKE ELSINORE, CA 92530
TEL: 951-696-1490
CELL: 951-809-7601
E-MAIL: ghann@empiregr.biz

SEAL:

STATE OF CALIFORNIA
GREGORY SCOTT HANN
C-26663
REN. 9/30/23
LICENSED ARCHITECT

Date: JUNE 13, 2022
Project Number: EDG#04774

NO	DATE	REVISION DESCRIPTION
1	10-25-22	1ST CUP CORRECTIONS

DESIGNED BY: GH
DRAWN BY: GH
CHECKED BY: AH

DRAWING TITLE:
C-STORE ELEVATIONS

SHEET NO:
A 2.0

Exhibit 2:

Conditions of Approval (DRA 21-019)

PLANNING DIVISION CONDITIONS OF APPROVAL

Date:	May 9, 2023
Applicant:	Harikrishna Gas, Inc
File/Index:	Design Review Application (DRA 21-019)
Proposal:	The proposed site plan, building elevations, conceptual landscape plan, and grading plan for the development consisting of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store.
Location:	A 1.83 acre site at the northeast corner of Palm Avenue and 5th Street. Assessor's Parcel Number(s): 1192-631-01, -02, -03, -04, -05, -06, -15, -16, -17,-18, and -19.
Related Entitlements:	Conditional Use Permit (CUP 22-008), Tentative Parcel Map No. 19209 (TPM 22-006), General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001)

PLANNING CONDITIONS OF APPROVAL

Note: These conditions represent Planning Division conditions only and are meant to be only one part of the Project's overall conditions that may include Building and Safety, Engineering, and the Fire Department conditions of approval. All required on-site and off-site improvements shall be completed and approved prior to final inspection for occupancy, except where noted.

This Design Review Application is conditionally approved, subject to compliance with the requirements as specified below. The Conditions listed below are continuing Conditions; failure of the Applicant and/or operator to comply with any or all Conditions at any time, shall result in initiating revocation of the subject permit.

1. Design Review Application (DRA 21-019) shall become null and void:

    a. Unless all conditions have been complied with and the occupancy or use of the land or structures authorized by this design review application, and have occurred within thirty-six (36) months from the approval date this design review application shall expire and be null and void without further action by the City of Highland.

    b. Where circumstances beyond the control of the Applicant cause delays which do not permit compliance within the time limitation established in this Section, the Planning Commission may grant an extension of time for a period of time not to exceed an additional thirty-six (36) months. An application for an extension of time must be set forth in writing, stating the reasons for the extension, and must be filed with the community development department no less than 30 calendar days nor more than 90 calendar days prior to the expiration date of the permit or approval. Such

application shall be filed together with the City's processing fee, as established by the City Council.

NOTE: All required on-site and off-site improvements shall be completed and approved prior to final inspection for occupancy.

2. The proposed Design Review entitlement includes approval of a Site Plan, Building Elevations, Rough Grading Plan and Conceptual Landscape Plan for the construction of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store on approximately 1.9 acres at the northeast corner of Palm Avenue and 5th Street as illustrated in the approved plans.

    a. The approved site plan, building elevations, rough grading plan, conceptual landscape plan, color and material samples are on file with the Planning Division and included herein by reference.

    b. Three complete sets of plans reflecting these conditions of approval and any Planning Commission directives shall be submitted to the planning Department within two weeks of this project's approval.

3. The operator and recorded owner of the property shall submit to the Planning Division written evidence of agreement with all conditions of this approval before the approval becomes effective. Plan check cannot begin prior to receipt of this signed documentation.

4. In compliance with the Highland Municipal Code, the Applicant/Owner shall agree, at his/her sole cost and expense, to defend, indemnify, and hold harmless, the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, including staff, concerning this project. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant/Owner of his/her obligations under this condition.

5. The Owner/Applicant is responsible for implementing all conditions of approval to the satisfaction of the Community Development Director, City Engineer, Fire Department, and Police Department. No final inspection or clearances shall be given until all conditions are met. Each condition of approval is separately enforced, and if one of the conditions of approval is found to be invalid by a court of law, all the other conditions shall remain valid and enforceable.

6. Revisions, modification, or deletions of associated plans must be submitted to the Planning Division for review and approval. Revisions may require additional review by the Planning Commission.

7. Pursuant to provisions of California Public Resources Code Section 21089 (b), this Application shall not be operative, vested or final, nor will building permits be issued or a map recorded, until: (1) the Notice of Determination (NOD) regarding the associated environmental action is filed and posted with the Clerk of the Board of Supervisors of the County of San Bernardino, and; (2) any and all required filing fees assessed pursuant to California Fish and Game Code Section 711.4, together with any required handling charges, are paid to the Clerk of the Board of Supervisors of the County of San Bernardino.

    a. The Applicant shall provide the Planning Division with a check for the appropriate fee, made payable to the Clerk of the Board of Supervisors, no later than 24 hours after receiving approval of the project. The City will file the NOD and fee payment with the County/State and will provide the Applicant with a copy of the receipt and filed NOD.

8. Development Impact Fees shall be paid in accordance with City policy.

9. A copy of the utility plan shall be submitted with or prior to the submittal of a grading plan to the Community Development Director and City Engineer for review and approval. The utility plan shall show the location of all proposed above ground electrical transformers, utility cabinets, back flow devices, detector check valves, etc. both on site and in the public right-of-way.

10. Prior to issuance of a certificate of occupancy by the City, all on and off-site landscaping, irrigation or other improvements shown on the approved landscaping and irrigation plans, including any walls and fences, shall be installed.

11. The project site has been reviewed and approved for fueling station and carwash use. Any change of use of this project site, the occupancy, or tenant change in the building, or portion thereof, may require a revised plot plan be submitted to the City for review and approval, which identifies location of use, letter of intent and parking requirements. Outdoor storage of supplies/vending machines is prohibited.

12. All permanent parking areas shall be paved and permanently maintained with asphalt or concrete and designated with clearly painted lines. The number of parking spaces, including disabled parking and electric vehicle charging spaces, shall comply with the approved Site Plan.

13. The Applicant / Developer shall install a bicycle rack on-site near the building. The bike racks shall be located in areas where they will not impede the flow of pedestrian traffic.

14. All ground mounted, as well as wall mounted mechanical, electrical, or gas equipment shall be screened from public view by the use of landscaping and/or architectural treatments compatible with the adjoining building's architectural design.

15. All rooftop mounted mechanical equipment, with the exception of solar panels, shall be screened from public view. This can be accomplished by architectural treatments of parapets equal in height to the tallest piece of roof-mounted equipment, but not to exceed an overall height of 35 feet.

16. The Developer shall comply with all applicable Conditions of Approval and the Mitigation Monitoring and Reporting Plan related to the associated entitlements; Conditional Use Permit (CUP 22-008) and Tentative Parcel Map No. 19209 (TPM 22-006).

17. Submit a monument (corner statement) for the intersection of Palm Avenue and 5th Street. The corner statement shall incorporate design features such as stones, wrought iron accents, and a "City of Highland" logo/scripture. Final design shall be approved by the Planning Commission.

18. Prior to issuance of a grading or building permit, the Applicant shall submit a revised building elevation of the southern fascia, an onsite circulation plan, and a color palette and materials board consistent with the color scheme of the selected fuel tenant and its corporate branding.

Landscaping

19. Applicant shall provide an overlay of traffic sight lines at all ingress/egress points on the landscape plan so that planting layout can be strategically balanced for screening and safety.

20. Site landscaping shall be increased in both scale, size, and variety to better create a vertical hierarchy to offer interest and screening of services due to the site being located at a major secondary gateway.

21. Applicant shall add additional trees to parking area to limit heat gain from proposed large concrete paving area, Applicate shall achieve 50% shading at maturity for parking areas.

22. Applicant shall work with the City Landscape Architect to select additional trees for scale and shading of the sidewalk along both Palm Ave and 5th street that offer flowering color or other visual highlight.

23. Applicant shall add taller columnar species to background shrubs to break up landscape areas along property lines on east boundary.

24. Applicant shall collaborate with Planning, Engineering and Public Services to determine an optimal BMP strategy that will maximize opportunities for a proper landscape hierarchy of shade trees, accent trees, foundation, and screening shrubs, as well as accent groundcovers.

City of Highland, **FIRE PREVENTION DIVISION,** Conditions of Approval.

DATE : October 12, 2022

APPLICANT : Harikrishna Gas, Inc.

SITE LOCATION: NEC of Palm Ave and 5th Street

APN: 1201-311-02, 1201-311-03, 1201-311-05, 1201-301-14, 1201-301-15, 1201-301-19

FILE / INDEX No.: CUP 22-008 DRA 22-010 GPA 22-001 TPM 22-006 ZC 22-001

A tiered level of mitigation options has been developed and listed below are the systems and/or modifications required for your project. Compliance of the following items are a condition of **FINAL OCCUPANCY APPROVAL**. These conditions are required as acceptable solutions to the adverse fire conditions impacting firefighting and emergency operations accompanying the site/area. They will either assist in detection and extinguishment of the fire and/or facilitate the anticipated emergency operations.

This project is protected by the City of Highland Fire Department / Cal-Fire / California Department of Forestry and Fire Protection. Prior to any construction occurring on any parcel, the applicant shall contact the city of highland fire marshal office for verification of current fire protection development requirements. All new construction shall comply with the currently adopted California Fire Code and all applicable statutes, appendices, codes, ordinances, standards and policies of the City of Highland Fire Department/ Fire Prevention Division / Cal-Fire / California Department of Forestry and Fire Protection.

Fire Department Review of all projects is required.

ALL CONSTRUCTION (New and renovations to existing) SHALL COMPLY WITH THE CALIFORNIA FIRE CODE Along with amendments as adopted within the Highland Municipal Code (Ord. #411).

Note: All weather access roads (CFC) and fire hydrant/water system installations shall be in place, inspected and approved, **PRIOR** to combustible material being brought on site.

Note: The City of Highland has 2 areas within the '**FIRE SAFETY OVERLAY DISTRICT'** designated as **FR-1** and **FR-2**. Both areas may border or overlap areas identified by the State/CalFire as '**High Fire Severity Zone'** or '**Very High Fire Severity Zone'**. See **HMC** for construction requirements.

GENERAL.

1. **HF3:** A fuel break of one hundred (100) feet (brush and weed clearance) is required prior to construction. The clearance shall be maintained on a year-round basis. **CFC & HMC**

2. **HF31:** Approved fire hydrant pavement markers (blue dots) shall be installed at every hydrant.

3. **HF51:** The main electrical panel and all sub-panel(s) shall be labeled on inside cover for all circuits. **CEC**

4. **HF52:** Water heater (fuel fired), shall be properly vented to exterior of structure. Water heater shall be seismic strapped to wall and be located 18" above a garage floor. **CBC**

5. **HF55:** Commercial exit requirements:
   A. Required exit doors shall be maintained in an operable condition at all times
   B. Required exit doors shall swing outward and away in the direction of exit travel.
   C. Obstructions shall not be placed in the required width of an exit. Exits shall not be blocked or locked shut or obstructed in any manner during business hours.
   D. Exit paths shall be illuminated when structure is occupied.
   E. Exit path illumination shall be supplied from two (2) sources of power when occupant load is one hundred (100) persons or more.
   F. When exit way/exit pathway and/or exit doorway is not easily identified, additional exit signs shall be installed.

6. Exit signs shall be internally or externally illuminated by two lamps or shall be of the self-luminous type. **CFC; CBC**

7. **HF60:** Additional plans for access, fire safety systems, fire lanes and signage, gates, storage, or other special conditions may be requested for review, conditioning and approval by the fire marshal.

8. **HF56:** All flammable and combustible liquid storage and dispensing shall be in accordance with applicable sections of the **CFC, T-19** and city codes and ordinances.

9. **HF48:** A class "A" roof covering structure with "bird stops" shall be installed.

ACCESS:

10. **HF7:** Fire department **access** roads shall meet the fire dept. minimum unobstructed width of twenty (20) feet. (twenty-six (26) feet within FR-1&2 zones). **This standard shall not lessen other agency requirements.** Access roads shall be paved (asphalt/concrete) and in place **prior** to delivery of combustible building materials on site. Roads shall be designed and constructed to meet adopted city standards. **CFC**

11. **HF8:** All access roads, public, private streets and residential driveways shall maintain a minimum vertical clearance of thirteen (13) feet-six (6) inches. **CFC**

12. **HF10:** Driveways exceeding 150 feet shall have a fire department approved turn-around at the terminus. **CFC / APPENDIX D**

13. **HF11:** Fire department access roadway(s) and/or public/private street(s) exceeding one hundred fifty (**150**) feet in length shall provide an approved turn-around at the terminus (**cul-de-sac**). Minimum radius shall be **not less than forty (40)** feet. Or as approved by the fire marshal. Cul-de-sacs providing access to perimeter emergency access roads shall have a minimum radius of forty four **(44)** feet. **CFC / APPENDIX D, SBCO TRANSPORTATION STD**

14. **HF12:** Fire department access roadway(s); public/private street(s) and driveways shall not exceed 12% grade. **CBC / APPENDIX D, HMC**

15. **HF13:** Fire department access roadway(s); shall extend to within one hundred fifty (150) feet of and shall give reasonable access to all portions of the exterior walls of the first story of any building.
    An access road, approved by the fire dept., shall be provided to within fifty (50) feet of all structures when the natural grade between access road and structure is in excess of 30%.
    Where an approved access road cannot be provided, a fire protection system shall be required and approved by the fire department. **CFC**

16. **HF15:** "Phased" projects may be required to provide a minimum of two (2) remote points of approved access during construction. A secondary access, for fire and other emergency equipment and for routes of escape, which will safely handle evacuations. **CFC - APPENDIX D**

17. **HF24:** "NO PARKING – FIRE LANE" signs shall be posted at locations designated by fire marshal. Fire lane curbs shall be painted red, with white letters stating, "NO PARKING – FIRE LANE" on top, not face. **CFC - APPENDIX D**

18. **HF54:** commercial and industrial structures-occupancies and gated complexes shall have a "**KNOX BOX**" system installed on the exterior of the building(s) or

complex. location of device to be determined by the fire department. The box shall contain keys necessary to gain access and may contain pre-plans and MSDS information as required by the fire department. New and existing multi-tenant commercial buildings shall provide a 'KNOX' box large enough to contain keys to access each individual tenant space. Installation location(s) to be determined by the fire marshal. The box shall contain clearly marked keys to each tenant space or other areas as determined by the fire marshal. **CFC**

WATER:

19. **HF25:** Minimum required fire flow, as determined by i.s.o. formula, is as follows:
RESIDENTIAL; GPM =1500; at 20 psi residual; for 2 hour duration.
COMMERCIAL; GPM = 3000; at 20 psi residual; for 3 hour duration.
System shall be looped with minimum eight (8) inch mains; six (6) inch laterals, six (6) inch risers; six (6) inch dia. Hydrants with two 2 ½" outlet(s) and one 4" outlet. **CFC APPENDIX B AND C**

Note: Hydrants shall meet EVWD standards.

20. **HF29:** Fire hydrant spacing shall be:
Commercial retail: 300 FEET
CFC / APPENDIX B AND C.

Note: Existing fire hydrants (off-site) can be included if they meet spacing requirements. Hydrants shall not be located at the 'bulb' end of cul-de-sacs.

21. **HF26:** Three sets of water delivery system plans, designed to meet the required fire flow for this project and/or development, shall be submitted to the fire department for review and approval. **CFC**

22. **HF27:** Applicant-developer shall provide a letter from the water company serving the project-development, verifying financial arrangements have been made and bonded for the required water improvements. **CFC**

23. **HF28:** Fire hydrants shall be installed, inspected and operational as per approved water system delivery plans **prior** to any framing, construction or delivery of combustible materials to project site. **CFC / CFC**

24. **HF38:** Approved fire hydrant(s) capable of supplying required fire flow, shall be provided to all premises upon which facilities, buildings or portions of buildings are constructed or moved within the jurisdiction. When any portion of the facility or building protected is in excess of 150 feet from a fire hydrant on a public street, as measured by an approved route around the exterior of the facility or building, additional fire hydrants or on-site fire hydrants, meeting the required fire flow, shall be provided. **CFC APPENDIX B AND C**

ADDRESSING – IDENTIFICATION:

25. **HF21:** **Commercial** and **multi-family residential** address numbers shall be displayed on all **new and existing** structures in such a manner as to be plainly visible and legible from the access roadway or street. Numerals shall be of a contrasting color to the building and electrically illuminated.
Minimum size of the numerals shall be **8"** height, 3/4" stroke, or as approved by the fire marshal.
Industrial occupancies shall have address numbers of 12" height, 1" stroke and shall be electrically illuminated so as to be visible and legible from access roadway or street.
Note: Depending on height and setback of a building, larger numerals may be required and at additional locations on the building, as determined by a case-by-case review.
HMC

FIRE PROTECTION & ALARM SYSTEMS:

26. **HF36:** Dependent on the results of the fire flow test available from the water department, automatic fire sprinklers may be required and shall be installed according to **NFPA 13** and fire dept. requirements. Submit three **(3)** sets of shop plans with material cut sheets and hydraulic calculations, indicating the type of occupancy, type of materials to be stored (if any), for fire dept. review and approval prior to any installation. Submit copy of California C-16 license. **CFC; CBC; HMC**

27. **HF37:** If fire sprinklers are required, automatic fire sprinkler control devices (P.I.V & O.S.&Y.) Shall be visible from fire dept. access roadway, and identify system being controlled and address of structure.
Fire Dept. Connection (FDC) shall be located no closer than forty (40) feet and not to exceed one hundred fifty (150) from structure. Required fire hydrant shall have a maximum distance from FDC of thirty (30) feet. FDC shall identify address and system of structure being protected. **CFC**

28. **HF39:** An automatic fixed fire extinguishing system (**UL-300**) shall be installed in the hood and duct system of commercial cooking equipment. Three **(3)** sets of shop plans with material cut sheets and calculations shall be submitted to fire department for review and approval prior to installation. **CFC**

29. **HF41:** A minimum of one 2A-10BC fire extinguisher shall be installed for each 3,000 sq.ft. of floor area. Travel distance to any one fire extinguisher shall not exceed 75 feet. Additional fire extinguishers, size and class to be determined by fire department, may be required. Fire extinguishers shall be serviced bi-annually

and shall have a current State Fire Marshall service tag attached. Fire extinguishers are to be serviced every two years and inspected & tagged every year. **CFC**; **NFPA**

30. **HF42:** A 40BC (K-Type) fire extinguisher shall be installed within 30 feet of commercial food heat-processing equipment. Fire extinguishers shall be serviced annually and shall have a current SFM service tag attached. Fire extinguishers are to be serviced every two years and inspected & tagged every year. **CFC; T-19**

31. **HF43:** If required by CFC, an automatic fire detection and alarm system meeting the requirements of CFC 907, CBC and NFPA 72 shall be installed. Three (3) sets of shop plans with material cut sheets and calculations shall be submitted to the fire department for review and approval prior to installation. **CFC; CBC; NFPA**

32. **HF60:** California Fire Code, **FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION**, shall apply to this project. it is the responsibility of the project manager to meet with the fire marshal to discuss requirements specific to this project.

33. **HF61**: **TENANT IMPROVEMENT**. Review the 'tenant improvement information' handout. If any of the items listed apply to this project, they must be included in the 'fire department notes' section on the plan.

34. **HF62**: Additional plans for access, fire safety systems, storage or other special condition may be requested for review, conditioning and approval by the fire marshal.

35. **HF63**: Submit to fire marshal's office: **one copy** of building and/or structure plans for fire department review.

Craig Sanchez, Fire Marshal
City of Highland Fire Prevention
(909) 864-8732 x 248

City of Highland

Engineering Department
Conditions of Approval
DRA 21-019, CUP 22-008, GPA 22-001, TPM 22-006, and ZC 22-001
Harikrishna Gas and Retail - NEC of Palm Avenue and 5th Street

---

A - Required Prior to Map Approval
B - Required Prior to Building Permit/Construction
C - Required Prior to Building Occupancy
D - Ongoing
E - Required Prior to Grading Permit
* - Non Standard Conditions

SOILS/ GRADING/ DRAINAGE

E 1. Design grading and landscaping plans to comply with the City's clear sight triangle criteria at public street intersections and at private driveways. Walls, fencing, monument signs, slope, and landscaping, within the clear sight triangle, must not exceed thirty inches in height measured from the flowline of the street, unless a sight distance analysis that demonstrates sight distance is adequately maintained is submitted to and approved by the City Engineer.

E 2. Submit a preliminary soils report, prepared by a licensed Geotechnical Engineer, for review and approval by the City Engineer. Comply with the recommendations contained in the report and any amendments thereof as approved by the City Engineer

E 3. Submit the structural design and location for any required retaining walls for review and approval by the City Engineer. Construct concrete v-ditches and drainage system at the back of retaining walls in accordance with the Grading Plan Checklist and as required by the City Engineer.

E 4. Submit rough and/or precise grading plans to the City Engineer for review and approval. Comply with the City of Highland grading standards as shown on the grading plan checklist.

E 5. Submit an erosion control plan to minimize potential increases in erosion and sediment transport during construction activity for City Engineer approval. Place erosion control measures during or after grading work as required by the City Engineer.

E 6. Design short-term erosion control in accordance with Best Management Practices such as, hydroseeding, mulching, jute matting or plastic sheeting to protect slopes; silt fencing to control site perimeter; and straw bale barriers, sand bag barriers, rock filters or sediment basins to control internal erosion, or other methods to stabilize disturbed areas, as approved by the City Engineer.

D 7. Implement dust control measures during construction activities including, but not limited to, daily watering of construction area as frequently as necessary during active and inactive periods, utilizing soil emulsions, limiting construction vehicle speed to 10 miles per hour, stabilizing construction entrances to prevent trackout of sediments, and street sweeping

E 8. Design grading to intercept and conduct off-site tributary drainage flow around or through the project site in a manner that does not adversely affect adjacent properties. Conveyance of on-site and off-site tributary flows shall be maintained by the underlying property owner.

E 9. Design grading to drain the entire area of the project to the proposed Water Quality Management Plan (WQMP) infiltration basins and to accommodate overflows as necessary.

E* 10. Plot all existing and proposed easements on grading plan and note disposition of any existing utilities, appurtenances, fences, and access roads.

D* 11. Construct temporary sedimentation basins for use during the grading and construction period of the project. Do not start using the proposed infiltration system until the site is stabilized for erosion and sedimentation.

B 12. Submit original wet signed and stamped rough grading certifications from the soils engineer and the grading engineer, along with compaction reports, to the City Engineer.

C 13. Submit original wet signed and stamped final grading certification from the grading engineer to the City Engineer.

STREET IMPROVEMENT

City has entered into a public works contract with Granite Construction to complete new street improvements in accordance with the 3rd Street and 5th Street Corridors Improvement Project No. STR 18001 and these capital improvements are anticipated to be completed in the first quarter of calendar year 2024. Granite Construction has a performance bond in place for the completion of this work and in addition will be providing the City with a one-year warranty bond upon the completion of this work (the "Granite Public Work Contract").

To the extent that Granite Construction fails to complete the improvements in accordance with the Granite Public Work Contract and the City is unsuccessful in enforcing this Contract and/or using the bond proceeds to complete the Granite Construction contracted work, then Granite's bonding company, as a condition of the Project, shall construct the street improvements limited to the Project property frontage.

C* 14. Construct new street improvements along **5th Street** project frontage including, but not limited to:

a) Parkway landscape improvements.
b) 6'-wide interim sidewalk to join City Std 208 Type B sidewalk from 40' commercial drive approach.
c) Remove existing full height curb at proposed 40' commercial drive approach and construct 14' wide westbound right turn lane with asphalt pavement section of T.I.=10 along frontage of 5th Street between easterly ECR and westerly BCR.
d) One 40' commercial drive approach (per City Std. 213) 54' (easterly BCR) to 54' (westerly ECR) north of centerline. Minimum 40' driveway width for trucking ingress/egress is 40'.
e) Restripe existing westbound bike lane across proposed 40' commercial drive approach as directed by the City Engineer.
f) Design the limits and extent of removal of existing improvements, and construction of transitional improvements to complete items a-e above and as approved by the City Engineer.

C* 15. Construct new street improvements along **Palm Avenue** project frontage including, but not limited to:

a) Parkway landscape improvements.
b) Join existing catch basin 45' east of Palm Avenue centerline and construct 8" curb and gutter per City Std 203.
c) 6'-wide curb adjacent sidewalk per City Std 208 Type B.
d) Construct northbound on Palm Avenue a modified 11'-wide dedicated right turn lane per City Std 111.
e) Restripe existing northbound vehicle lanes and 4'-wide Class II bike lane across the proposed dedicated right turn lane as directed by the City Engineer.
f) One 35' commercial drive approach (per City Std. 213) 56' east of centerline per the proposed site plan. Minimum driveway width for vehicle parking ingress/egress is 26'.
g) Construct 35' radius curb return sidewalk ramp per City Std. 207B at SEC of Palm Avenue and Meines Court.
h) Design the limits and extent of removal of existing improvements, and construction of transitional improvements to complete items a-g above and as approved by the City.

C* 16. Construct new street improvements along **Meines Court** project frontage including, but not limited to:

a) Parkway landscape improvements.
b) Construct new asphalt concrete pavement with class II aggregate base improvements to centerline (T.I.=8) asphalt concrete pavement with class II aggregate base. Design the limits and extent of removal of existing improvements, and construction of transitional improvements, as directed by the City Engineer
c) 6'-wide curb adjacent sidewalk per City Std 208 Type B.
d) One 40' commercial drive approach (per City Std. 213) at end of cul-de-sac per the proposed site plan. Minimum 40' driveway width for trucking ingress/egress is 40'.
e) Design the limits and extent of removal of existing improvements, and construction of transitional improvements to complete items a-d above and as approved by the City.

E 17. Submit engineering plans for street improvements and signing & striping to the City Engineer for review and approval. Indicate the location of any existing utility/facility which would affect construction on plans and profiles. Comply with the City design standards as shown on the street and storm drain improvement checklist. Provide ADA access to site from right of way.

E* 18. Relocate OmniTrans bus stop as directed by City Engineer and OmniTrans.

C 19. Design and construct public improvements including sidewalk, driveway approaches and access ramps, as needed, in accordance with all requirements of the State of California Accessibility Standards, Title 24 California Administrative Code. Redesign and reconstruct existing frontage improvements if found not in compliance with City Standards.

C* 20. Install new LS-3 metered street light system along the project frontage of Palm Avenue. The new street lights, electrical conduits, wiring and meter etc. will be owned and maintained by the City. The street lights shall be equipped with a Light Emitting Diode (LED) luminaire

on a marbelite pole with types and at the location and power source specified by the City Engineer. Pay the City street lighting energy and maintenance charges for the initial 12 months.

C 21. Install traffic control signs and pavement markings, with locations and types approved by the City Engineer.

C 22. Submit "Record Revisions" to all plans to reflect the improvements as constructed, and any changes made during construction.

WATER QUALTIY/ DRAINAGE

E 23. Obtain approval by the City Engineer of a Final Water Quality Management Plan (F-WQMP), prepared in accordance with the City's National Pollutant Discharge Elimination System (NPDES) permit requirements in effect at the time the Conceptual Water Quality Management Plan was approved unless subsequent City NPDES permits require otherwise. The F-WQMP shall (1) be prepared, signed, and sealed by a licensed Civil Engineer, (2) include Site Design Low Impact Development and Source Control Best Management Practices (BMPs) appropriate for residential development, (3) include a BMP implementation, operation, and funding mechanism, and (4) be certified by the property owner. The property owner shall also enter into a Stormwater BMP Transfer, Access, and Maintenance Agreement with the City on standard City form. Include a copy of the recorded agreement in the F-WQMP. Construct BMPs in accordance with the approved F-WQMP.

E 24. Construct and implement site design BMPs specified in the project approved F-WQMP including, but not limited to, underground infiltration system, pretreatment devices approved at time of C-WQMP approval, and raised curb landscaped areas and parking lot islands. Alternate site design BMPs which are equally effective may be submitted for review and approval by the City Engineer.

25. Include the project grading plan, landscape plan and utility plan with the first submittal of the F-WQMP .

C 26. Submit two sets of WQMP BMP Exhibits with a "WQMP BMP As-Built Certificate" wet signed and sealed by the Engineer of Record. The Certificate shall state:

"*I hereby certify that the Water Quality Management Plan Best Management Practices have been constructed under my supervision in accordance with the approved plans and are functional to the best of my knowledge.*"

C* 27. Construct on-site private drainage system, HDPE or other pipe material as approved by City Engineer, to drain the entire project site to the proposed WQMP BMPs in accordance with the approved Final Water Quality Management Plan, and construct necessary drainage overflow facilities. Construct an overflow pipe to convey any overflow from the proposed infiltration basins to fronting streets as necessary.

B 28. At the infiltration basins proposed by the Final WQMP, conduct at least two new infiltration tests using a double-ring infiltrometer. The tests shall be conducted at the proposed chamber system subgrade elevation, prior to the submittal of the F-WQMP. After obtaining the results from the two tests, the engineer and geotechnical engineer shall determine if additional testing is required.

C 29. Register the underground chambers with EPA as a Class V Injection Well.

E 30. Submit a hydrology study to determine storm runoff quantities tributary to and generated by the Project for review and approval by the City Engineer. Include hydraulic calculations to determine the size and type of all drainage facilities.

C 31. Intercept and convey off-site drainage tributary to the project boundary around or through the project in a manner that will not adversely affect adjacent or downstream properties.

E 32. Submit engineering plans for public and private drainage systems to the City Engineer for review and approval. Comply with the City design standards as shown the street and storm drain improvement checklist.

MAP/DEDICATION/ ANNEXATION

C* 33. Apply to the City to annex the project into the City's Consolidated Landscape Maintenance District (LMD) for potential City maintenance of parkway and frontage landscaping along 5th Street, Palm Avenue and Meines Court. The City will maintain parkway and frontage landscaping utilizing LMD revenue only if the City determines that adequate maintenance is not being provided by the property owner. The potential future amount of assessment will include the estimated on-going maintenance cost and one-time construction cost to convert the privately-maintained system to the City-maintained system.

A 34. Dedicate an irrevocable offer of dedication, (1) a 10-foot wide minimum landscape easement across the Palm Avenue, 5th Street, and Meines Court frontages, in addition to the required street right-of-way half street width for said streets, and sidewalk easements at the Project's commercial drive approaches as approved by the City Engineer, (2) additional right-of-way for a northbound Palm Avenue dedicated right turn lane and taper per City Standard 111, and (3) a temporary landscape easement granting permission for the City to enter the property to restore landscaping affected by the City's CIP project. The exact dimensions of the landscape easement will be determined at the time on-site improvement plans have been prepared.

E* 35. Offer a temporary construction easement granting permission for the City and its contractor (Granite) to enter the property to construct CIP str18001 improvements. The exact location, dimensions and lifetime of the temporary construction easement will be determined by the City Engineer.

A 36. Dedicate corner property line cutoffs for all corner lots in accordance with City standards.

B 37. Record a Final Parcel Map with the San Bernardino County Recorder pursuant to the provisions of the State Subdivision Map Act. Submit a duplicate photo mylar of the map recorded with the San Bernardino County Recorder.

A 38. At the time of Final Parcel Map submittal, include traverse calculation sheets which show error of closure, copies of recorded maps and deeds used as reference and/or showing

original land division, tie notes and bench marks referenced, and a current title report. Inverse calculations will not be accepted for plan check.

A 39. Include an Improvement Certificate/Statement on the Parcel Map in accordance with Section 66411.1 of the Subdivision Map Act.

FEES/ PERMITS/ BONDING

E 40. Pay appropriate Engineering fees for district annexation, plan check, WQMP review, traffic report review, hydrology study review, structural calculation review, on-site and off-site inspection, utility excavation permits, GIS map plan update, microfilming and storage of maps and plans, and other required fees.

D 41. Obtain a permit from Engineering prior to any on-site construction or construction within the public right-of-way.

E 42. Post a deposit for erosion control which shall not be released prior to completion of all on-site construction.

A 43. Post a deposit for monumentation based on an estimate of the cost to perform the work by the project surveyor or engineer. The deposit shall not be released prior to written verification from the surveyor or engineer that the monuments have been set and payment for the work has been received.

A 44. Bond for all required street, grading, water, sewer, on-site landscaping, and landscape maintenance district improvements in accordance with City Development Code.

A 45. Enter into an agreement for construction of improvements with the City of Highland using the adopted City form.

UTILITIES/ CONSTRUCTION

E 46. Obtain written permission from the adjoining property owners for offsite grading and/or construction, if any.

B 47. Install construction fencing and screening in accordance with Building and Safety Division Policy 335.

C 48. Reconstruct existing public improvements removed or damaged during construction. Pavement repair, which may include A.C. overlay, T-cut trench repair and/or slurry seal after removal of existing striping shall be across all or a portion of damaged pavement caused by this project as determined by the City Engineer.

C 49. Coordinate, and where necessary, pay for the relocation of any existing public utilities as necessary.

C 50. Provide all utility services to each building, including sanitary sewers, water, electric power, gas, cable TV, internet, and telephone. All utilities listed under Highland Municipal Code Section 16.40.380 (A) are to be underground per Ordinance 315.

E 51. Comply with applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit program. Provide written verification from the Regional Water Quality Control Board specifying the projects WDID number.

B 52. Destroy any abandoned wells on the property or similar structures that might result in contamination of underground waters in a manner approved by the City Engineer.

B 53. All underground structures, except those desired to be retained, must be broken in, backfilled, and inspected before covering.

D 54. Comply with the prevailing City design and construction standards and requirements at the time of permit issuance.

B 55. Design and construct a trash enclosure per City Standard 700.

C 56. Install telephone, cable television, and internet enclosures underground whenever the underground installation is an available option offered by the utility companies. If the underground installation is not an available option and utility enclosures must be installed above ground, install the above-ground utility enclosures and any flush mount utility enclosures at locations where construction of retaining walls will not be necessary for compliance with the setback requirements of the utility companies.

B* 57. Submit a Composite Utility Plan indicating the location of all above ground and flush mount water, electric, cable TV, internet, and telephone utility structures prior to City issuance of utility permits.

Building and Safety Division Conditions of Approval

Date:	October 9, 2022
Applicant:	Harikrishna Gas, Inc.
Address of Applicant:	Unknown
Site Location:	Northeast Corner of Palm Ave. and 5th St.
Project #'s:	CUP 22-008, DRA 22-010, GPA 22-001, Map 19209 TPM 22-006, ZC 22-001
APN:	1201-311-02, 1201-311-03, 1201-311-05, 1201-301-14, 1201-301-15, 1201-301-19

1. Please provide the following number of construction plans and documents listed below for the first review of the proposed project. The initial plan review time will take two weeks on most projects. The applicant will receive an application number at the time plans are submitted for Building & Safety's plan review. This number is needed to obtain information regarding your project.

   (3) Architectural Plans
   (3) Condition of Approval from all departments:
   To be included in Architectural plan set at plan submittal
   (3) Structural Plans
   (2) Structural Calculations
   (3) Plot/Site Plans
   (3) Electrical Plans
   (3) Electrical Load Calculations
   (3) Plumbing Plans/Isometrics
   (3) Mechanical Plans
   (3) HVAC Duct Layout Plans
   (2) Roof and Floor Truss Plans (as Applicable)
   (2) Title 24 Energy Calculations or within the plan sheets
   (2) Soils Report
   (3) Precise Grading Plans
   * Grading, Photometric, or Landscape Plans:
   Please mark "FOR REFERENCE ONLY"
   (3) Site Disabled Access Plan
   (3) Temporary Fence Plan
   (1) Fire Flow Test (from EVWD)

2. All structures shall be designed in accordance with the current version of the California Building Codes, including the California Green Building Standards

Code. Design all structures to comply with Seismic Design Category D, wind speed 96 MPH, at exposure "C", and Energy Climate Zone 10.

3. Prior to issuance of building permits, provide a receipt from the appropriate Unified School District stating that all school fees have been paid. (San Bernardino Unified School Districts)

4. All onsite utilities are to be underground. As approved by the Planning Division, utility cabinets and transformers are exempt.

5. Construction projects requiring fire permits must apply and submit fire plans prior to the issuance of the building permit, including fire sprinkler submittals.

6. Building and Safety does not release all meters until final approvals are obtained from all agencies and departments. Policy 295.

7. It has come to the City's attention that premature failures have occurred in copper piping when used within the City of Highland, particularly east of City Creek. Property Owners, Contractors and Developers are advised to analyze soil and water compositions when considering the type of pipe material to be utilized. City staff makes no recommendations on which Plumbing Code approved products or methods to be utilize, this is the responsibility of the property owner or contractor. Alternate unapproved code materials may be submitted for City approval at the time of plan submittal via an alternate material and methods application.

8. The Developer/Owner is responsible for the coordination of releasing any Deferral of Development Impact Fees or Bonds after such fees have been paid. The Developer/Owner should be aware, once the deferral notice is sent to the San Bernardino County Recorder's Office; the release process takes two to three weeks. This process will delay final Certificates of Occupancy.

9. The Developer/Owner is responsible for the coordination of the building final and occupancy. The Developer/Owner shall request clearances from each department and/or agency at least two weeks prior to requesting a final building inspection from Building and Safety. Each agency shall sign the back of the Building and Safety Job Card, or provide agency approved signed documentation, and provide a copy of the signatures to Building and Safety at the time the final inspection is requested.

10. Building and Safety inspection requests must be made by 4:00 pm. on the previous City working day to receive a next day inspection. Please contact (909) 864-2136, Ext 228.

11. A security fence with screening shall protect all construction sites. The fencing and screening shall be maintained at all times to protect pedestrians. All development projects shall submit a construction fencing plan with the construction design plans. Construction projects that have phased occupancy shall be completely separated by a construction fence that is screened and show the adjusted fence locations at each phase.

12. On site toilet facilities shall be provided for construction workers and such facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3 and on site per NPDES stormwater requirements.

13. All construction materials, which are not used, shall be recycled pursuant to the requirements set forth by Ordinance No. 269. Receipts from the recycle company responsible for picking up the materials shall be kept in the construction office. After the construction is complete and before final inspection, the trash receipts shall be forwarded to the City Public Services division.

14. Construction projects, requiring temporary electrical power, shall obtain an electrical permit from Building and Safety. No temporary electrical power will be granted to a project unless the following item is in place and approved by Building and Safety and the Planning Division.

    a) Installation of a construction trailer through the "Temporary Occupancy Permit", alternatively, a security fenced area where the electrical power will be located. Installation of construction/sales trailers must be located on private property. No trailers can be located in the street unless a permit from the Engineering Department is obtained.

15. Prior to the issuance of Building Permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved. No flammable construction materials shall be placed on the site without approvals by the Fire Department. All street and access roadways around the project shall be paved for emergency response vehicles before flammable materials are placed on the project.

16. Prior to issuance of building permits, site-grading certifications, compaction reports, and survey report shall be submitted to Building and Safety and/or to Public Works, as applicable.

17. Identify the location of all utility meter locations and identify them as new service or an existing service connection.

18. All construction projects shall comply with the NPDES Stormwater Best Management Program. Prior to building permit issuance submit copy of the Water Quality Management Program Report. (WQMP)

19. All deferred plan items are to be identified on the plans cover sheet.

20. The building is to be connected to the public sewer system, when provided. A will serve letter and water availability letter shall be provided to Building & Safety prior to issuance. When the public system is not available, an onsite waste treatment system is to be installed. Please provide Building Staff with a will-not/sewer not available letter from EVWD and an approved septic system design from the Santa ana Regional Water Quality Control Board (please contact Susan Beeson at (951) 782-4902). An approved design with percolation test will be required to be submitted to Building & Safety for separate review and permitting prior to issuance of a building Permit.

21. Site development and grading shall be designed to provide access to all entrances and exterior ground floor exits and access to normal paths of travel. The accessible route(s) of travel shall be the most practical direct route.

22. Demolition of any onsite structures requires the following information or action.

    a. Submit copies of the property title at permit submittal.
    b. Provide copy of the hazardous materials survey (asbestos and lead) for each structure.
    c. Contact the City of Highland Public Services Division for current abatement and documentation requirements prior to performing demolition.

23. For the removal of fuel storage tanks, or other excavations involving backfill, a compaction shall be filed with the Building Division. Fuel storage tank removal will require notification of San Bernardino County Fire, Hazardous Materials and San Bernardino County Environmental Health Department.

24. Projects requiring County Health and/or San Bernardino Environmental Control, such as food services, Fuel tanks, or interceptors, need to obtain those permits and clearances prior to building permit issuance.

25. All dead and removed trees and foliage is to be properly removed from the site.

26. The City enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State

requirements; therefore it is the building owner's responsibility to be aware of those differences and comply accordingly.

27. Prior to final inspection, provide Building & Safety with a flash disk of the final approved amended plans and documents.

Exhibit 3:

Mitigation Monitoring and Reporting Program

CITY OF HIGHLAND
HARIKRISHNA COMMERCIAL/RETAIL DEVELOPMENT PROJECT

Mitigation Measure	Implementation Schedule	Verification
Aesthetics		
AES-1 The Applicant shall obtain a tree removal permit from the Highland Community Development Department should development of the project site require the removal of 5 or more trees. Construction shall not commence until this permit is obtained from the City.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction. The permit shall be obtained prior to removal of any trees during construction.	A copy of the construction contract including this aesthetics measure shall be retained in the project file, as should a copy of the tree removal permit. Verification of implementation shall be based on field inspections by City inspection personnel that verify the aesthetics measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Aesthetics		
AES-2 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation, light configuration, or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Highland shall be implemented to eliminate glare impacts.	The glare analysis shall be prepared prior to completion of Final Design. The measures required to eliminate glare impacts shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the glare analysis and construction contract including this aesthetics measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the aesthetics measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-1 <u>Fugitive Dust Control</u>. The following measures shall be incorporated into project plans and specifications for implementation: • Apply soil stabilizers or moisten inactive areas. • Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day). • Cover all stock piles with tarps at the end of each day or as needed. • Provide water spray during loading and unloading of earthen materials. • Minimize in-out traffic from construction zone. • Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard. • Sweep streets daily if visible soil material is carried out from the construction site.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-2 <u>Exhaust Emissions Control</u>. The following measures shall be incorporated into project plans and specifications for implementation: • Utilize well-tuned off-road construction equipment. • Establish a preference for contractors using Tier 3 or better heavy equipment. • Enforce 5-minute idling limits for both on-road trucks and off-road equipment.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-3 Provide incentives for vendors and material delivery trucks that would be visiting the hotel to encourage the use of zero-emission or near-zero emission heavy-duty trucks during operation, such as trucks with natural gas engines that meet CARB's adopted optional NOx emissions standard of 0.02 grams per brake horsepower-hour (g/bhp-hr). At a minimum, incentivize the use of 2010 model year or newer engines that meet CARB's 2010 engine emission standards of 0.01 g/bhp-hr for particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks.	This measure shall be implemented ongoing during operation.	Verification of compliance with this measure shall be based on City inspection. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality		
AIR-4 Provide electric vehicle (EV) charging stations for the restaurant uses where feasible. If feasible, at least 5% of all vehicle parking spaces shall include EV charging stations, or at a minimum, require the Proposed project to be constructed with the appropriate infrastructure to facilitate sufficient electric charging for passenger vehicles and trucks to plug-in. Electrical hookups should be provided at the onsite truck stop for truckers to plug in any onboard auxiliary equipment. Electrical panels should be appropriately sized to allow for future expanded use.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction. This measure shall be demonstrated once the facility is in operation.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-5 Maximize the use of solar energy including solar panels. Installing the maximum possible number of solar energy arrays on the building roofs and/or on the Proposed project site to generate solar energy for the facility and/or EV charging stations.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-6 Require the use of electric landscaping equipment, such as lawn mowers and leaf blowers.	This measure shall be implemented ongoing during operation.	The Applicant shall provide documentation to the City that their landscape provider utilizes such equipment. Verification of compliance with this measure shall be based on City inspection. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-7 Require use of electric or alternatively fueled sweepers with HEPA filters.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-8 Maximize the planting of trees in landscaping and parking lots consistent with water availability.	This measure shall be completed prior to finalization of design, and shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the final landscape design and construction contract including this measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-9 Use light colored paving and roofing materials.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Air Quality AIR-10 Utilize only Energy Star heating, cooling, and lighting devices, and appliances.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this air mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measure has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Biological Resources BIO-1 A Pre-construction Burrowing Owl Survey shall be conducted by a qualified biologist at least 3 days prior to any ground disturbing activities, at any time of year. Surveys shall be completed following the recommendations and guidelines provided within the Staff Report on Burrowing Owl Mitigation (CDFG, March 2012) or most recent version by a qualified biologist. If an active burrowing owl burrow is detected within any Project disturbance area, or within a 500-foot buffer of the disturbance area, a 300-foot radius buffer zone surrounding the burrow shall be flagged, and no impacts to soils or vegetation or noise levels above 65 dBA shall be permitted while the burrow remains active or occupied. Disturbance-free buffers may be modified based on site-specific conditions in consultation with CDFW. The qualified biologist shall monitor active burrows daily and will increase buffer sizes as needed if owls show signs of disturbance. If active burrowing owl burrows are located within any work area and impact cannot be avoided, a qualified biologist shall submit a burrowing owl exclusion plan to CDFW for review and approval. The burrowing owl exclusion plan shall include permanent compensatory mitigation consistent with the recommendations in the Staff Report on Burrowing Owl Mitigation such that the habitat acreage, number of burrows and burrowing owls impacted are replaced. Passive relocation shall take place outside the nesting season (1 February to 31 August).	This measure shall be implemented at least 3 days prior to ground disturbing activities associated with construction.	A copy of the preconstruction survey shall be documented and retained in the project file. A notation stating whether the burrowing owl is present or absent from the site shall be included in the file. If a burrowing owl exclusion plan must be prepared, the plan shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Biological Resources		
BIO-2 Nesting bird surveys shall be conducted by a qualified avian biologist no more than three (3) days prior to vegetation clearing or ground disturbance activities. Preconstruction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior. The qualified avian biologist will make every effort to avoid potential nest predation as a result of survey and monitoring efforts. If active nests are found during the preconstruction nesting bird surveys, a Nesting Bird Plan (NBP) shall be prepared and implemented by the qualified avian biologist. At a minimum, the NBP shall include guidelines for addressing active nests, establishing buffers, ongoing monitoring, establishment of avoidance and minimization measures, and reporting. The size and location of all buffer zones, if required, shall be based on the nesting species, individual/pair's behavior, nesting stage, nest location, its sensitivity to disturbance, and intensity and duration of the disturbance activity. To avoid impacts to nesting birds, any grubbing or vegetation removal should occur outside peak breeding season (typically February 1 through September 1).	Construction shall occur outside of the nesting season or a copy of the field survey documenting no nesting birds shall be completed prior to initiating construction within the nesting season.	City personnel shall document the dates of construction. If construction is proposed to occur within the nesting season, a copy of the field survey documenting the absence of nesting birds shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City's onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act	Any response to exposed resources shall occur during construction. Any reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City shall be notified within 24-hours of accidental exposure of any cultural resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the final report shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-2 In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.	Any response to exposed resources shall occur during construction. Any reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City and YSMN shall be notified within 24-hours of accidental exposure of any cultural resources. A copy of initial findings shall be provided to the City and YSMN and shall be retained in the project file. A copy of the final report shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources		
CUL-3 If significant pre-contact and/or historic-era cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a Monitoring and Treatment Plan, the drafts of which shall be provided to YSMN for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.	Any response to exposed resources shall occur during construction. The Monitoring and Treatment Plan shall be developed if pre-contact cultural resources are located. Reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	A copy of the Monitoring and Treatment Plan shall be retained in the project file, as should reports of the findings. Verification of implementation shall be based on field inspections by City inspection personnel that verify the archaeological monitoring program is being implemented by the contractor as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning and Public Works Departments	

Mitigation Measure	Implementation Schedule	Verification
Cultural Resources CUL-4 If human remains or funerary objects are encountered during any activities associated with the project, work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code §7050.5 and that code enforced for the duration of the project.	This measure shall be implemented during construction if human remains are exposed during construction	The City shall retain all records of the discovery and management actions taken in regard to human remains in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils GEO-1 The site developer shall incorporate the seismic design coefficients provided in Appendix 7a in the design of structures that serve humans at the project site. The goal is to incorporate design measures that will ensure the safety of any new structures in protecting human life in the event of a regional earthquake affecting the site.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils GEO-2 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the project site for future cleanup.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-3 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the project is being constructed.	This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.	A copy of the construction contract including this geology/soils mitigation measure shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the geology/soils measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Geology and Soils		
GEO-5 If paleontological resources are discovered during earth disturbance activities, the discovery shall be cordoned off with a 100-foot radius buffer so as to protect the discovery from further potential damage, and a county or city-qualified paleontologist shall be consulted to assess the discovery. If the discovery is determined to be significant by the paleontologist, an MMRP shall be initiated, which will include notification of appropriate personnel involved and monitoring of earth disturbance activities. 1. Monitoring of mass grading and excavation activities in areas identified as likely to contain paleontological resources shall be performed by a qualified paleontologist or paleontological monitor. Monitoring will be conducted full-time in areas of grading or excavation in undisturbed sedimentary deposits. 2. Paleontological monitors will be equipped to salvage fossils as they are unearthed to avoid construction delays. The monitor must be empowered to temporarily halt or divert equipment to allow removal of abundant or large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or, if present, are determined on exposure and examination by qualified paleontological personnel to have low potential to contain fossil resources. The monitor shall notify the project	Any response to exposed paleontological resources shall occur during construction. Any reports, including the MMRP, documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	The City shall be notified within 24-hours of accidental exposure of any paleontological resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the MMRP and final report shall be retained in the project file.

Mitigation Measure	Implementation Schedule	Verification
paleontologist, who will then notify the concerned parties of the discovery. 3. Paleontological salvage during trenching and boring activities is typically from the generated spoils and does not delay the trenching or drilling activities. Fossils will be collected and placed in cardboard flats or plastic buckets and identified by field number, collector, and date collected. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place. On mass grading projects, discovered fossil sites will be protected by flagging to prevent them from being overrun by earthmovers (scrapers) before salvage begins. Fossils will be collected in a similar manner, with notes and photographs being taken before removing the fossils. Precise location of the site is determined with the use of handheld GPS units. If the site involves remains from a large terrestrial vertebrate, such as large bone(s) or a mammoth tusk, that is/are too large to be easily removed by a single monitor, a fossil recovery crew shall excavate around the find, encase the find within a plaster and burlap jacket, and remove it after the plaster is set. For large fossils, use of the contractor's construction equipment may be solicited to help remove the jacket to a safe location. 4. Isolated fossils will be collected by hand, wrapped in paper, and placed in temporary collecting flats or five-gallon buckets. Notes will be taken on the map location and stratigraphy of the site, which will be photographed before it is vacated, and the fossils are removed to a safe place. 5. Particularly small invertebrate fossils typically represent multiple specimens of a limited number of organisms, and a scientifically suitable sample can be obtained from one to several five-gallon buckets of fossiliferous sediment. If it is possible to dry screen the sediment in the field, a concentrated sample may consist of one or two buckets of material. For vertebrate fossils, the test is usually the observed presence of small pieces of bones within the sediments. If present, multiple five-gallon buckets of sediment can be collected and returned to a separate facility to wet-screen the sediment. 6. In accordance with the "Microfossil Salvage" section of the Society of Vertebrate Paleontology guidelines (2010:7), bulk sampling and screening of fine-grained sedimentary deposits (including carbonate-rich paleosols) must be performed if the deposits are identified to possess indications of producing fossil "microvertebrates" to test the feasibility of the deposit to yield fossil bones and teeth.		

Mitigation Measure	Implementation Schedule	Verification
7. In the laboratory, individual fossils will be cleaned of extraneous matrix, any breaks will be repaired, and the specimen, if needed, will be stabilized by soaking in an archivally approved acrylic hardener (e.g., a solution of acetone and Paraloid B-72). 8. Recovered specimens are prepared to a point of identification and permanent preservation (not display), including screen-washing sediments to recover small invertebrates and vertebrates. Preparation of individual vertebrate fossils is often more time-consuming than for accumulations of invertebrate fossils. 9. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage (e.g., the San Bernardino County Museum) shall be conducted. The paleontological program should include a written repository agreement prior to the initiation of mitigation activities. Prior to curation, the lead agency (e.g., the City of Highland) will be consulted on the repository/museum to receive the fossil material. 10. A final report of findings and significance will be prepared, including lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to, and accepted by, the appropriate lead agency, will signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.		

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Hazards and Hazardous Materials HAZ-1 All spills or leakage of petroleum products during construction activities will be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. The contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the project development.	These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.	A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise NOI-1 The City will require that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random field inspections by applicant personnel during construction activities.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise NOI-2 Equipment not in use for five minutes shall be shut off.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

\Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-3	Equipment shall be maintained and operated such that loads are secured from rattling or banging.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-4	Where available, electric-powered equipment shall be used rather than diesel equipment and hydraulic-powered equipment shall be used instead of pneumatic power.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

\Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-5	Construction employees shall be trained in the proper operation and use of equipment consistent with these mitigation measures, including no unnecessary revving of equipment.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure		Implementation Schedule	Verification
Noise			
NOI-6	No radios or other sound equipment shall be used at this site unless required for emergency response by the contractor.	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Noise		
NOI-7 Public notice shall be given prior to initiating construction. This notice shall be provided to all property owners/residents within 300 feet of the project site and shall be provided to property owners/residents at least one week prior to initiating construction. The notice shall identify the dates of construction and the name and phone number of a construction supervisor (contact person) in case of complaints. One contact person shall be assigned to the project. The public notice shall encourage the adjacent residents to contact the supervisor in the case of a complaint. Resident's will be informed if there is a change in the construction schedule. The supervisor shall be available 24/7 throughout construction by mobile phone. If a complaint is received, the contact person shall take all feasible steps to remove the sound source causing the complaint..	This measure shall be implemented during construction and included in the contract with the construction contractor.	City personnel shall verify that construction activities comply with this requirement. The verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Building & Safety Department	

Mitigation Measure	Implementation Schedule	Verification
Transportation		
TRAN-1 The project shall be required to contribute its fair share to installing signals at the following intersections under the jurisdiction of the City of Highland: • Sterling Avenue at 6th Street • Victoria Avenue at 6th Street • Central Avenue at 3rd Street The Cities shall determine the appropriate timing in which to install a signal at the above intersections based on actual peak hour operations, engineering judgement and signal peak hour warrant analyses.	The fair share contributions shall be submitted to the City prior to issuance of City entitlements.	A copy of the receipt for fair share contribution shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Transportation		
TRAN-2 The project shall be required to contribute its fair share towards the deficient roadway segments and intersections identified in the AGSP EIR. Fair share contribution shall be contributed in the following manners: • Fair share contribution shall be tabulated as a percentage of the total project cost ($3,465,119) that shall be based on the square footage of a given future project in relation to the allowable square footage within the AGSP Planning Area. Thus, for this project, which would contribute 12,745 SF of building area to the Planning Area, the project's fair share would be a contribution of 0.139% (equal to $4,800.59) of the total fair share cost for Planning Area related traffic.	The fair share contributions shall be submitted to the City prior to issuance of City entitlements.	A copy of the receipt for fair share contribution shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Tribal Cultural Resources		
TCR-1 The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed in MM CUL-2, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a cultural resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the project, should YSMN elect to place a monitor on-site.	Any response to exposed resources shall occur during construction. The Monitoring and Treatment Plan shall be developed if pre-contact cultural resources are located. Reports documenting management and findings for accidentally exposed resources shall be completed within one year of the discovery.	A copy of the Monitoring and Treatment Plan shall be retained in the project file, as should reports of the findings. Verification of implementation shall be based on field inspections by City inspection personnel that verify the archaeological monitoring program is being implemented by the contractor as required in this measure. Field notes documenting verification shall be retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Public Works Department	

Mitigation Measure	Implementation Schedule	Verification
Tribal Cultural Resources		
TCR-2 Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to The Yuhaaviatam of San Manuel Nation (YSMN). The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the project.	This measure shall be implemented as the reports are finalized.	Correspondence verifying documentation that each report has been received by the Applicant, Lead Agency, and YSMN shall be provided to the City and retained in the project file.

Source	Responsible Party	Status / Date / Initials
Initial Study	City of Highland Planning and Public Works Department	

Attachment 7:

Resolution No. 2023-____ for
Tentative Parcel Map No. 19209 (TPM 22-006)

RESOLUTION NO. 2023-____

A RESOLUTION OF THE HIGHLAND CITY COUNCIL APPROVING TENTATIVE PARCEL MAP NO. 19209 (TPM 22-006) TO MERGE SEVEN (7) EXISTING PARCELS INTO ONE (1) PARCEL IN ASSOCIATION WITH CONDITIONAL USE PERMIT (CUP 22-008), DESIGN REVIEW APPLICATION (DRA 21-019), GENERAL PLAN AMENDMENT (GPA 22-001), AND ZONE CHANGE (ZC 22-001) TO DEVELOP A 4,042 SQUARE FOOT FUEL CANOPY FOR SIX (6) GASOLINE PUMPS, A 2,520 SQUARE FOOT FUEL CANOPY FOR THREE (3) DIESEL PUMPS, A 1,387 SQUARE FOOT AUTOMATED CARWASH, AND A 4,620 SQUARE FOOT CONVENIENCE STORE AT THE NORTHEAST CORNER OF PALM AVENUE AND 5TH STREET.

ASSESSOR'S PARCEL NUMBERS:

1201-301-14, -15, -19, and 1201-311-02, -03, -04, -05

APPLICANT: HARIKRISHNA GAS, INC.

A. RECITALS

1. On October 10, 2022, the Applicant submitted an application for Tentative Parcel Map No. 19209 (TPM 22-006) to consolidate the seven (7) existing parcels associated with the development consisting of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store at the northeast corner of Palm Avenue and 5th Street. Related entitlements include Conditional Use Permit (CUP 22-008), Design Review Application (DRA 21-019), General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001).

2. The proposed project is contingent upon the approval of General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001) to change the land use and zoning designation from Industrial (I) to Business Park (BP) which will require the approval of a Conditional Use Permit for the establishment of a vehicle fueling station and carwash.

3. Pursuant to the provision of the California Environmental Quality Act (CEQA) and State and Local CEQA Guidelines, the City of Highland is the Lead Agency, and is charged with the responsibility of deciding whether to approve the proposed project. An Initial Study and Mitigated Negative Declaration were prepared and circulated in accordance with state and local law to be considered by the City Council at the May 9, 2023 public hearing.

4. On March 21, 2023, the Planning Commission of the City of Highland, conducted a Public Hearing on the subject Project, concluded the Hearing on that date, and adopted Resolution No. 23-014, recommending the City Council approve Tentative Parcel Map No. 19209 (TPM 22-006).

5. On May 9, 2023, the Highland City Council conducted a Public Hearing on the subject Project and concluded the Hearing on that date.

6. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

NOW THEREFORE, it is hereby found, determined and resolved by the Highland City Council as follows:

1. The Highland City Council finds that all of the facts set forth in the Recitals, Part "A" of this Resolution, are true and correct.

2. The Highland City Council after due consideration, inspection, investigation and study made by itself and on its behalf, and after due consideration of all evidence and reports offered at said hearing, including the staff report to the Highland City Council dated May 9, 2023 and which is incorporated herein by this reference, does find and determine the following facts:

   a. All necessary public meetings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of Highland.

3. Tentative Parcel Map No. 19209 (TPM 22-006) proposes to merge seven (7) lots into one (1) on approximately 1.83 acres.

4. A duly noticed public hearing was held by the Highland City Council on March 21, 2023, in the City Hall Council Chambers and notice of the time, date, place and purpose of the aforesaid hearing was given as required by applicable law. At the public hearing, the Highland City Council took testimony, both written and oral, from various parties, including the Applicant.

5. Tentative Parcel Map No. 19209 (TPM 22-006) complies with the provisions of Chapter 16.68 *Land Divisions* of the Highland Municipal Code.

6. Tentative Parcel Map No. 19209 (TPM 22-006) complies with the Subdivision Map Act, Sections 66410-66499.58 of the Government Code of the State of California.

7. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, an Initial Study was prepared for the project. It was determined that Mitigation Measures were necessary to address potential impacts. A Notice of Intent to adopt a Mitigated Negative Declaration (MND) was circulated and Mitigation Monitoring and Reporting Program prepared for consideration by the Commission.

8. Findings of Fact for Tentative Parcel Map No. 20584 (TPM 22-005):

   Based on the Findings below, the Highland City Council does herby find:

a. That the proposed map is consistent with applicable General and Specific Plans as specified in Section 65451.

Response: The proposed project is proposed on a 1.83 acre site that consists of seven (7) existing parcels. The merging of these seven (7) parcels into one (1) is consistent with the design criteria of the General Plan's 5th Street Corridor, Goal 2.13, Policies 1-9, encouraging the consolidation of parcels to promote a quality, planned development and reducing curb cuts and access points along 5th Street to improve traffic flow. The consolidation of the parcels will also develop six (6) vacant parcels as part of a single, light-industrial development, as envisioned by the General Plan.

b. That the design or improvement of the proposed subdivision is consistent with applicable General and Specific Plans.

Response: It meets Goal 2.5 to, "promote a mix of attractive employment-generating areas with a mix of uses that provide a sound and diversified economic base and that are compatible with the community's overall residential character" and Goal 2.13 to, "transform the 5th Street Corridor into a major employment center and gateway to the San Bernardino International Airport." It is not located within a Specific Plan area.

It also satisfies the policies of Goal 10.8 to, "ensure that industrial and business park development is professional and attractive in appearance through coordinated site planning, signage and architectural design guidelines."

c. That the site is physically suitable for the type of development.

Response: The project site is appropriate for a vehicle fueling stations and carwash as it combines seven (7) parcels for a total of 1.83 acres. It is relatively flat and consists of six (6) vacant parcels and one (1) previously used as a contractor's storage facility. The equipment on the site will be removed prior to the start of construction. There are no geographic or man-made impediments to the development of a warehouse on this site. There are utilities available within the adjacent right-of-way and drainage is good for on-site water retention and water quality treatment.

There is passenger vehicle access to and from 5th Street to the south and Palm Avenue to the west. There will be solely diesel truck access from Meines Court to the north, exiting onto 5th Street to the south. It is also located within a one (1) mile of the San Bernardino Airport and one (1) mile of the 210 Freeway.

d. The site is physically suitable for the proposed density of development.

Response: Per Municipal Code Section 16.24.040 Employment District Development Standards, the maximum lot coverage is 60%. The project calls for just 16%. It meets the minimum lot size, lot width and dept as well as required building setbacks and landscape coverage.

e. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Response: The site itself is currently zoned for Industrial (I) uses but will be rezoned to Business Park (BP) with the approval of Zone Change (ZC 22-001). The 5th Street Corridor is in transition from its older, contractor storage type uses to more commercial/light-industrial airport-related uses that align with the vision for the future Airport Gateway Specific Plan. The consolidation of seven (7) existing parcels into one (1) for this development will not harm fish, wildlife or their habitat. There are no endangered or protected animals onsite.

f. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems.

Response: The proposed project has been reviewed and conditioned by the City's Engineering, Building and Safety, Planning Divisions and Fire Department so that the design of the subdivision or the types of improvements will meet all local, state and federal codes as they relate to warehousing uses. It is in an urbanized area and will improve onsite conditions with the undergrounding of existing overhead utilities. It is a speculative warehouse and any future tenant will be reviewed for any potential public health impacts.

g. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Response: The merging of parcels, and the new parcel design, will not conflict with easements for access through, or use of, property within the proposed subdivision. There is a single owner and any needed easement will be noted on the map. The project is conditioned so as not to conflict with any easements of record or judgement of court.

9. This project is not within a high fire severity zone. Findings required by Government Code section 66474.02 are not applicable.

10. The project is not subject to the Williamson Act. Findings required by Government Code section 66474.4 are not applicable.

11. Based on the Findings and Conclusions set forth above, the Highland City Council approves Tentative Parcel Map No. 19209 (TPM 22-006) to merge seven (7) parcels into one (1) for this fueling station and carwash development, subject to the Conditions of Approval attached hereto and incorporated by reference:

Exhibit 1 includes Tentative Parcel Map No. 19209

Exhibit 2 includes Conditions of Approval for TPM 22-006

C. ADOPTION OF RESOLUTION.

The City Clerk shall certify to the adoption of this Resolution and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, **APPROVED,** AND **ADOPTED** this 9th day of May, 2023

_____
Larry McCallon, Mayor

ATTEST:

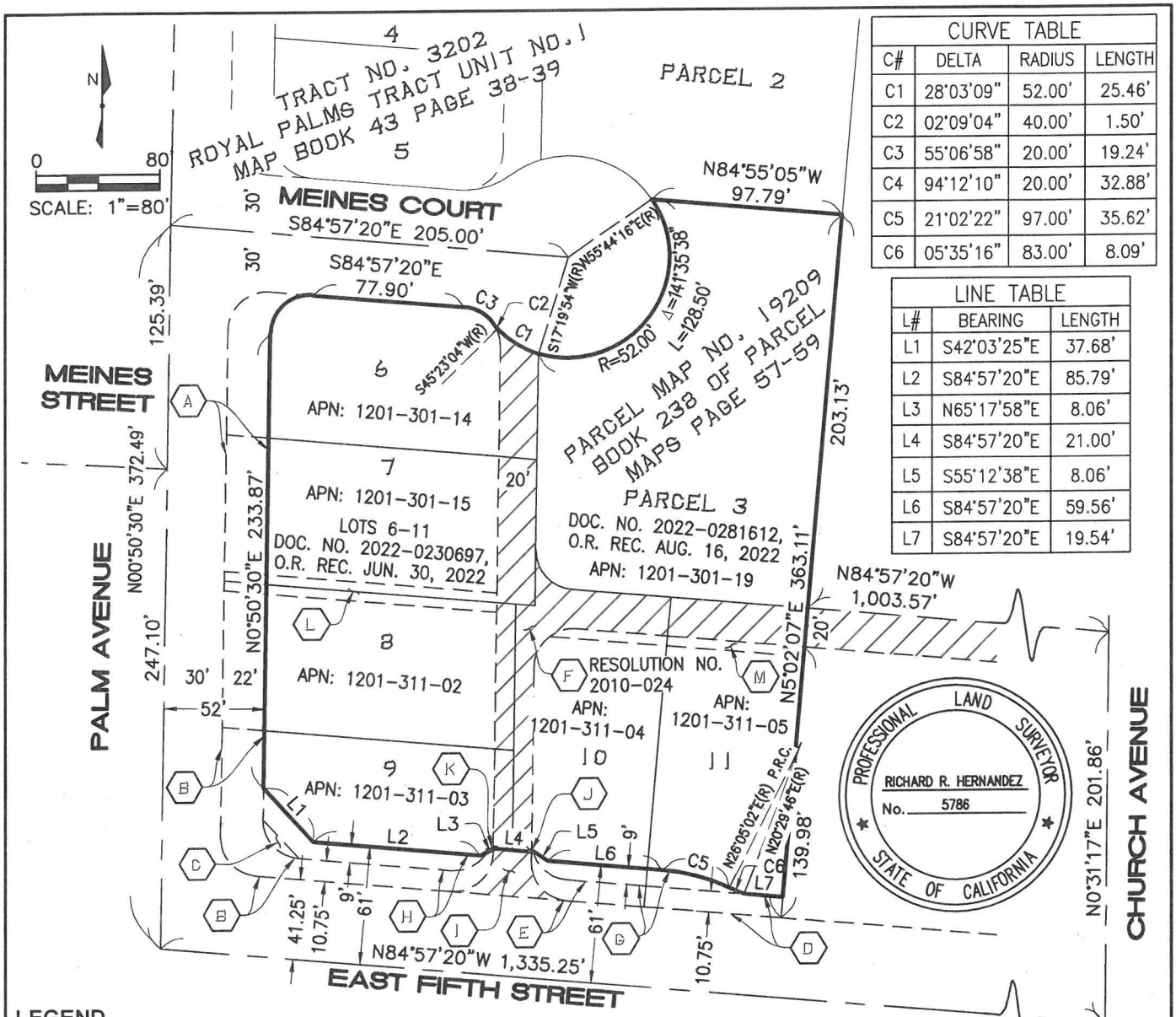
_____
Betty Hughes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Maricela E. Marroquin
City Attorney

Exhibit 1:

Tentative Parcel Map No. 19209



CURVE TABLE			
C#	DELTA	RADIUS	LENGTH
C1	28°03'09"	52.00'	25.46'
C2	02°09'04"	40.00'	1.50'
C3	55°06'58"	20.00'	19.24'
C4	94°12'10"	20.00'	32.88'
C5	21°02'22"	97.00'	35.62'
C6	05°35'16"	83.00'	8.09'

LINE TABLE		
L#	BEARING	LENGTH
L1	S42°03'25"E	37.68'
L2	S84°57'20"E	85.79'
L3	N65°17'58"E	8.06'
L4	S84°57'20"E	21.00'
L5	S55°12'38"E	8.06'
L6	S84°57'20"E	59.56'
L7	S84°57'20"E	19.54'

LEGEND

- CENTERLINE (℄)
- EXISTING PARCEL LINES
- OLD LOT LINES
- NEW PARCEL LINE
- VACATED ALLEY

(A) INST. NO. 80-032744, O.R. REC. FEB. 07, 1980

(B) INST. NO. 80-233039, O.R. REC. OCT. 07, 1980

(C) DOC. NO. 2002-0541153, O.R. REC. OCT. 10, 2002

(D) DOC. NO. 2003-0069669, O.R. REC. FEB. 03, 2003

(E) DOC. NO. 2003-0069670, O.R. REC. FEB. 03, 2003

(F) DOC. NO. 2010-0304441, O.R. REC. JUL. 29, 2010

(G) DOC. NO. 2017-0542564, O.R. REC. DEC. 21, 2017

(H) DOC. NO. 2017-0542565, O.R. REC. DEC. 21, 2017

(J) DOC. NO. 2017-0542566, O.R. REC. DEC. 21, 2017

(J) DOC. NO. 2017-0542567, O.R. REC. DEC. 21, 2017

(K) DOC. NO. 2017-0542568, O.R. REC. DEC. 21, 2017

(L) EASEMENT DEED BK. 2209 PG. 123 O.R. REC. APR. 08, 1948

(M) EASEMENT DEED BK. 2114 PG. 328 O.R. REC. JAN. 28, 1948

NEW PARCEL AREA: ±1.89 AC
±82,148 SF

SHEET 1 OF 1

CITY OF HIGHLAND	5TH STREET & PALM AVENUE
Hernandez, Kroone & Associates Engineers & Land Surveyors HQ: 234 East Drake Drive, San Bernardino, CA 92408 PHONE: 909-884-3222 ▲ info@hkagroup.com	APN 1201-311-02, 1201-311-03, 1201-311-04, 1201-311-05, 1201-301-14, 1201-301-15, 1201-301-19
LAND SURVEYOR: RICHARD HERNANDEZ, PE, PLS	**EXHIBIT "B"**
LS NO. 5786 / DATE: 09/08/22	

Exhibit 2:

Conditions of Approval (TPM 22-006)

PLANNING DIVISION CONDITIONS OF APPROVAL

Date:	May 9, 2023
Applicant:	Harikrishna Gas, Inc
File/Index:	Tentative Parcel Map No. 19209 (TPM 22-006)
Proposal:	The consolidation of seven (7) existing parcels into one (1) as part of the development of a 4,042 square foot fuel canopy for six (6) gasoline pumps, a 2,520 square foot fuel canopy for three (3) diesel pumps, a 1,387 square foot automated carwash, and a 4,620 square foot convenience store.
Location:	A 1.83 acre site at the northeast corner of Palm Avenue and 5th Street. Assessor's Parcel Number(s): 1192-631-01, -02, -03, -04, -05, -06, -15, -16, -17,-18, and -19.
Related Entitlements:	Conditional Use Permit (CUP 22-008), Design Review Application (DRA 21-019), General Plan Amendment (GPA 22-001) and Zone Change (ZC 22-001)

PLANNING CONDITIONS OF APPROVAL

Note: These conditions represent Planning Conditions and are meant to be one part of overall conditions that may include, but are not limited to, Engineering, Fire Department and Building and Safety conditions of approval. All required on-site and off-site improvements shall be completed and approved prior to final inspection for occupancy unless otherwise stated herein.

The Tentative Tract Map Application has been conditionally approved, subject to compliance with the requirements as specified below. The conditions listed below are continuing conditions. Failure of the Applicant and/or developer to comply with any or all of said conditions at any time shall result in the revocation of the application.

1. Tentative Parcel Map No. 19209 (TPM 22-006) shall become null and void:

    a. Unless all conditions have been complied with and the tentative parcel map authorized by this application has occurred within thirty-six (36) months from the approval date of this tentative parcel map application, this tentative parcel map application shall expire and be null and void without further action by the City of Highland.

    b. Where circumstances beyond the control of the Applicant cause delays which do not permit compliance within the time limitation established in this Section, the Community Development Director may grant an extension of time for a period of time not to exceed an additional thirty-six (36) months. An application for an extension of time must be set forth in writing, stating the reasons for the extension, and must be filed with the Planning Division a minimum of thirty (30) calendar days prior to the

expiration of the tentative parcel map. Such application shall be filed together with the City's processing fee, as established by the City Council.

2. The subject property shall be developed in accordance with plans and materials approved by the Planning Commission on March 21, 2023.

3. Tentative Parcel Map No. 19209 (TPM 22-006) approves the merging of seven (7) parcels into one (1) parcel. The site is approximately 1.83 acres.

4. Revisions, modifications, and/or deletions to the approved plans must be submitted to the Planning Division for review and approval.

5. Easements of Record not shown on the Tentative Map shall be relinquished or relocated. Lots affected by Easements or Easements of Records, which cannot be relinquished or relocated, shall be redesigned subject to review and approval of the Community Development Director.

6. The site will be re-zoned from Industrial (I) to Business Park (BP) and all future development shall occur in accordance with the zone and all other related Highland Municipal Code provisions.

7. In compliance with the Highland Municipal Code, the Applicant/Owner shall agree, at his/her sole cost and expense, to defend, indemnify, and hold harmless, the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third-party against the City, its officers, agents, and employees, which seeks to attack, set aside, challenge, void, or annul an approval of the City Council, Planning Commission, or other decision-making body, including staff, concerning this project. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant/Owner of his/her obligations under this condition.

8. The Applicant/Owner of the property shall submit to the Planning Division written evidence of agreement with all conditions of this approval before the approval becomes effective.

9. The Applicant/Owner is responsible for implementing all conditions of approval to the satisfaction of the Community Development Director, City Engineer, Fire Department, and Police Department. No final inspection or clearances shall be given until all conditions are met. Each condition of approval is separately enforced, and if one of the conditions of approval is found to be invalid by a court of law, all the other conditions shall remain valid and enforceable.

10. Prior to recordation of the parcel map, the new legal description and parcel map shall be submitted for review and approval with the Engineering Division. Prior to recordation of the map the owner/applicant shall pay all plan check fees.

11. Notice of this parcel map shall be filed will the county of San Bernardino and proof of recordation of the deed or record of survey shall be provided to the Engineering Division within one (1) year of approval of this parcel map.

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Chuck Dantuono, Director of Administrative Services/City Treasurer CD

SUBJECT: Resolution No. 2023-_____ Fixing the Highland Paramedic Special Tax Rate for Fiscal Year 2023-2024

RECOMMENDATION: That the City Council adopt Resolution No. 2023-_____ fixing the Highland Paramedic Special Tax rate for Fiscal Year 2023-2024.

FISCAL IMPACT: The Special Tax is estimated to generate approximately $370,000 for Fiscal Year 2023-2024.

PUBLIC NOTICE: The Public Hearing ad for this item was published in The Sun as well as posted per City Council Resolution No. 2011-047.

BACKGROUND: When the City of Highland detached from County Service Area 38, Improvement Zone L, the existing taxing authority was transferred to Highland for a special tax to provide paramedic services to the community. The attached Resolution sets the special tax rate for next fiscal year at $19.00 per individual dwelling unit and $38.00 per individual commercial unit. This is the maximum rate that can be charged under the voter-approved taxing authority.

The tax rate has not changed since the tax was implemented by the County of San Bernardino in 1985 and this tax will generate approximately 14.9% of the estimated costs of $2,467,760 to provide paramedic services for Fiscal Year 2023-2024. The shortfall in funding paramedic services is made up from the general property taxes the City receives for fire services.

The California Department of Forestry & Fire Protection (Cal-Fire) along with the City's consultant, Harris and Associates, will prepare the parcel list with the dwelling and commercial unit information for the tax rolls.

Approved _____ Motion _____ Second _____ Agenda Item No. 17

Denied _____ Ayes _____

Continued _____ Noes _____ File No. _____

Tabled _____ Abstain _____

Absent _____

D Hughes

City Clerk

City Manager

RESOLUTION NO. 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND, CALIFORNIA, FIXING THE HIGHLAND PARAMEDIC SPECIAL TAX RATE FOR FISCAL YEAR 2023-2024

SECTION 1. The City Council of the City of Highland, California, hereby finds and determines:

(a) That on November 5, 1985, the electors of County Service Area 38, Improvement Zone L ("Zone L"), duly authorized a special tax levy for financing paramedic services; and

(b) That the amount of such tax established and approved by the electors shall not exceed $19.00 per individual dwelling unit and $38.00 per individual commercial unit, per year; and

(c) That on July 1, 1999, the City of Highland (the "City") detached from County Service Area 38, Improvement Zone L, and now provides paramedic services within the detached area; and

(d) That upon detachment from County Service Area 38, Improvement Zone L, the City of Highland was transferred the taxing authority for the special tax; and

(e) That the estimated total budget cost of providing paramedic services for Fiscal Year 2023-2024 is $2,467,760.

SECTION 2. The City Council of the City of Highland therefore, hereby resolves and orders:

(a) That to meet the estimated budget amount, the special tax for Fiscal Year 2023-2024 shall be set at $19.00 per individual dwelling unit and $38.00 per individual commercial unit; and

(b) That this resolution shall be effective on July 1, 2023.

PASSED, APPROVED AND ADOPTED this 9th day of May 2023.

_____

Larry McCallon
Mayor

ATTEST:

_____

Betty Hughes, MMC
City Clerk

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: City Manager Report and Comments
(Work Program, Regional/Legislative/Development Issues, Subcommittees, etc.)

RECOMMENDATION: Discussion and possible action.

Approved _____	Motion _____	Second _____	Agenda Item No. 18
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL

DATE: May 9, 2023

FROM: Joseph A. Hughes, City Manager

PREPARED BY: Betty Hughes, MMC, City Clerk

SUBJECT: Council Member Comments
(Agency/Committee/AB1234 Reports, District Updates, etc.)

RECOMMENDATION: Discussion and possible action.

Approved _____	Motion _____	Second _____	Agenda Item No. 19
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

City Clerk

City Manager

STAFF REPORT

TO THE CITY COUNCIL/HOUSING AUTHORITY

DATE: May 9, 2023

FROM: Joseph A. Hughes, Executive Director

PREPARED BY: Lawrence A. Mainez, Assistant Executive Director, and Maricela Marroquin, Housing Authority General Counsel/City Attorney

SUBJECT: Disposition and Development / Affordable Housing Agreement and Ground Lease with Wakeland Highland LP for the development of a ninety (90) unit affordable senior household rental housing project (inclusive of one manager's unit).

RECOMMENDATION: Staff recommends the City of Highland City Council and Highland Housing Authority consider the following actions:

1. Adopt Housing Authority Resolution No. HA 2023-_____, approving entering into a Disposition and Development / Affordable Housing Agreement and Ground Lease with Wakeland Highland LP, and Authorizing the Disbursement of $4,577,450.00 to Wakeland Highland, LP upon the conditions of closing being satisfied;
2. Adopt City of Highland Resolution No. CC 2023-_____; approving entering into a Disposition and Development / Affordable Housing Agreement, and Density Bonus Agreement with Wakeland Highland LP, and Authorizing the Disbursement of $1,213,950 to the Housing Authority; and
3. Direct Staff to file a Notice of Exemption with the County Clerk of the Board.

Approved _____	Motion _____	Second _____	Agenda Item No. 1
Denied _____	Ayes _____		
Continued _____	Noes _____		File No. _____
Tabled _____	Abstain _____		
	Absent _____		

Housing Authority Secretary

Executive Director

LOCATION: 7433 Central Avenue (Assessor Parcel Number 1192-431-04), and Vacant Parcel on Central Avenue (Assessor Parcel Number 1192-431-05) (3.76 acres)

PROJECT REP.: Rebecca Louie, President and Chief Executive Officer, Wakeland Housing and Development Corporation

FISCAL IMPACT: The Housing Authority and City have committed to providing $4,577,450.00 of funding, provided certain conditions are met.

The following is a breakdown of the proposed Housing Authority and City funding commitment:

$3,041,000.00	Housing Authority: 2004A Tax Exempt Bond Proceeds.
322,500.00	Housing Authority: Fund Balance Allocation.
635,000.00	City: Inclusionary Housing Funds Allocation (Ordinance No. 306, $3,750 per/unit fee for new housing constructed citywide).
578,950.00	City Infrastructure Improvement Bond held by the City related to the City owned thirteen (13) single-family lot subdivision map located on Lillian Lane (contiguous to the Highland Community Park).
= **$4,577,450.00**	TOTAL of Housing Authority and City assets available ("Authority Amount")

The City resolution authorizes the disbursement of $1,213,950 ($635,000 in inclusionary housing funds and $578,950 from infrastructure improvement bond) to the Housing Authority to be used towards the Project. The Housing Authority resolution authorizes the disbursement of the Authority Amount to Wakeland upon certain conditions to closing being satisfied.

According to Wakeland Housing and Development Corporation's most recent proforma (October 27, 2022), the project is estimated to cost approximately $49,246,740.00 or $547,186 per unit.

For the purpose of developing and operating the housing project, Wakeland Housing and Development Corporation ("WHDC") created Wakeland Highland LP ("WHLP") for which WHDC is the general partner. It will be WHLP's responsibility to pay for the associated entitlement processing fees, building permit fees, and all other related development fees.

The following is a breakdown of Wakeland's funding sources:

1.	Tax Credit Equity – Tax Credit Allocation Committee of California (TCAC)	$20,469,809.00
2.	Permanent Loan (Private)	$1,413,445.00
3.	GP Capital Contribution (WHLP)	$3,000,000.00
4.	*Housing Authority Contribution (Highland)*	*$4,577,450.00*
5.	MHP Loan – CA Dept of Housing & Com Dev (HCD)	$16,786,036.00
6.	Value of Land Contribution (Housing Auth Highland)	$3,000,000.00
	TOTAL:	**$49,246,740.00**

PUBLIC NOTICE: The agenda for this item was posted in three (3) locations as set forth in the Highland Municipal Code, including the City's Website. In addition, a public hearing notice was published on April 28, 2023, and May 5, 2023, in the San Bernardino Sun.

DOCUMENT INSPECTION: With the dissolution of the Highland Redevelopment Agency in 2012, the Highland Housing Authority, as Housing Successor to the former Highland Redevelopment Agency, has taken on the housing functions of the former redevelopment agency. As required by California Health and Safety Code Section 33433, a report has been prepared summarizing certain aspects of the Agreement and the Ground Lease. Copies of the Agreement and Ground Lease and Section 33433 report have been made available at the public counter at City Hall and included with this staff report (see Attachments 3 and 4 respectively).

CEQA: The proposed Disposition and Development / Affordable Housing Agreement ("DD/AHA") and Ground Lease concerns the development of a ninety (90) unit apartment complex that will include eighty-nine (89) affordable senior apartments and one (1) manager's unit. The project is considered an Exempt Project under the California Environmental Quality Act (CEQA) Section 15194, *Affordable Housing Exemption*. The Planning Division staff has determined that the required threshold requirements for CEQA exemptions for affordable housing stipulated under CEQA Section 15192 have been met. Further, the project qualifies as a Categorical Exemption under CEQA Section 15332 (Class 32) – *Infill Development Projects*. A Notice of Exemption will be filed with the County Clerk of the Board, subject to the Housing Authority Board's approval of the subject DD/AHA and Ground Lease. No further CEQA documentation will be required.

BACKGROUND: The Housing Authority holds both financial and land assets to be used for the development, preservation, and renovation of low- and moderate-income housing within the City.

On December 14, 2021, the Housing Authority adopted Resolution No. HA-2021-002, declaring the vacant lot identified as San Bernardino County Tax Assessor's Parcel Number ("APN") 1192-431-05, and 7433 Central Avenue also identified as APN 1192-431-04 ("Site") to be surplus land and directed staff to publish a notice of availability

("Notice") which indicated the Site would be made available by means of a ground lease for affordable senior housing development purposes.

As provided under the applicable law and regulations, a period of sixty (60) days was established for the submittal of notices of interest. There were two interest letters submitted, but one was later withdrawn. Only WHDC, a California nonprofit public benefit corporation, submitted a detailed proposal in response to the Notice. Thereafter, the Housing Authority Board was briefed with respect to WHDC's proposal during the closed session portion of their meeting of March 8, 2022. The Board directed staff to negotiate with WHDC regarding the Site consistent with the basic parameters described within the Notice.

On July 12, 2022, the Housing Authority Board adopted Resolution No. HA 2022-001 approving an Exclusive Negotiation Agreement ("ENA") with WHDC. The ENA specifies that the Developer, or its affiliate or subsidiary, would develop a ninety (90) unit apartment complex that will include eighty-nine (89) affordable senior apartments and one (1) manager's unit (sometimes referred to as "project").

On March 9, 2023, the ENA was extended for an additional ninety (90) days, until June 7, 2023 ("First Extension") to provide the Housing Authority and WHDC additional time to negotiate the terms of the DD/AHA.

PROJECT REVIEW: The subject DD/AHA and Ground Lease furthers accomplishments of affordable housing objectives of the Authority and City and is vital to and in the best interest of the City and its residents.

Under this Agreement, WHLP is to develop a ninety (90) unit apartment complex that will include eighty-nine (89) senior apartments and one manager's unit, with a designated number of those units to be rented at "affordable rent" in conformity with prescribed income levels as defined in the Agreement (and summarized below).

Subject to the terms and conditions outlined in the DD/AHA and Ground Lease, the Housing Authority will lease the site to WHLP for one dollar ($1) per year. The lease rate is based on: i) ensuring the financial feasibility of the housing project (see funding sources summary above); and ii) ensuring compliance with the restrictions associated with tax-exempt bond issues with respect to significantly limiting the user's ability to loan bond proceeds (i.e., a 5% limit in most cases). The Ground Lease will be executed, delivered, and recorded with the closing of WHLP's construction loan through an escrow process.

Term and Schedule of Performance

The Housing Authority property will be Ground Leased to WHLP, (for which WHDC is the general partner) for a minimum of sixty-eight (68) years, or such other time period as the parties may agree to consistent with applicable law. This term is based on an operating period of at least 65 years (required for MHP funding from HCD) and an

estimated three (3) year period to secure the essential project funding to complete the development project.

As outlined within Attachment No. 3 of the DD/AHA, WHLP has until June 30, 2026, to secure the essential project funding, and all conditions related to closing escrow shall not be later than December 30, 2026.

The DD/AHA further stipulates that construction of the project shall commence within thirty (30) days after closing escrow and be completed within three (3) years.

Prescribed Income Levels & Unit Configuration

The DD/AHA and Ground Lease include the prescribed income levels envisioned for the affordable senior housing project (*44 or 49% income restricted units [items 1 & 2 below] by the Highland Housing Authority in accordance with Article 34 of the California Constitution pursuant to Health & Safety Code § 37001(a)(2). The remaining 45 units [item 3 below] will be income restricted by the State of California through the Tax Credit Allocation process and HCD's MHP Loan process, and the City through the Density Bonus Agreement*). These income levels and room configurations may change based on criteria from entities allocating low-income housing funding for the project.

1. Twenty-seven (27) units shall be rented to extremely- low-income Senior Households (30% of the median income for the area) (consisting of twenty-three (23) one-bedroom units and four (4) two-bedroom units) (at affordable rents).
2. Seventeen (17) shall be rented to very- low-income Senior Households (50% of the median income for the area) (consisting of four (4) two-bedroom units and thirteen (13) one-bedroom units) (at affordable rents).
3. The remaining forty-five (45) income restricted units are envisioned to be rented to very- low-income Senior Households (50% of the median income for the area) (consisting of ten (10) one-bedroom units), and low-income Senior Households (60% of the median income for the area) (consisting of thirty-one (31) one-bedroom units, and four (4) two (2) bedroom units). As noted above, these are subject to change based on criteria from entities allocating low-income housing funds for the project.
4. One (1) manager's unit with no income restrictions.

Density Bonus Agreement

For the City Council and Housing Authority's consideration, the project includes Wakeland's proposed Density Bonus Agreement between the City and Wakeland that will grant Wakeland the following four (4) incentives, two (2) waivers from development standards, and will permit the construction of 68 parking spaces instead of 113 covered parking spaces required by the City of Highland Land Use & Development Code. It should be noted that Wakeland is not requesting additional units as part of their proposed Density Bonus Agreement.

Incentives:

A. Exterior Storage Space. Highland Municipal Code Section 16.16.040.C.3 requires that apartments provide a minimum of 200 cubic feet of exterior storage space. Wakeland proposes all storage interior to the units rather than exterior.

Wakeland's reason for incentive: The average cost to construct storage space (framing, wood, drywall, etc.) is approximately $4,000 per unit. This results in an additional cost of $360,000 that would cause the project to be infeasible if required.

B. Laundry Facilities. Highland Municipal Code Section 16.16.040.E.3.g requires that apartments located within the R-4 Zoning District install laundry facilities, including washers and dryers, in every residential unit. Wakeland proposes community laundry facilities on the Project site rather than individual washers and dryers in every residential unit.

Wakeland's reason for incentive: The average cost to install venting for washers/dryers in units is $1,500 per unit. The cost of an affordable stackable washer/dryer unit is approximately $1,300. This results in an additional cost of approximately $252,000 that would make the project infeasible if required.

C. Covered Parking. Table 16.52.030A of the Highland Municipal Code requires that resident parking in the R-4 Zoning district be covered within a garage or carport. Guest parking may be uncovered. Wakeland proposes sixty (60) uncovered parking spaces and eight (8) handicapped parking spaces will be covered by carports. The 60 uncovered spaces will be shaded by trees species as may be recommended by the City's Landscape Architect and planted within parking lot landscape islands and half diamond planters as approved by the Highland Planning Commission (through the Design Review process).

Wakeland's reason for incentive: The average cost for a carport is approximately $7,500 per carport, resulting in a cost of $450,000 if the project were to provide carports for the additional 60 parking spaces, and would make the project infeasible.

D. Masonry Wall. Highland Municipal Code Section 16.16.040.C.13 requires the construction of a masonry wall 6 feet in height or as approved by the Highland Planning Commission and screen landscaping at least 5 feet in width where a multi-family dwelling abuts the property in a single-family district. There is currently a masonry wall along the northerly property line (contiguous to the Jeffery Court senior apartment complex). A masonry wall would be required along the eastern and southern property lines and partially along the western property line with screening landscaping. Wakeland proposes a tubular steel type fence, instead of a masonry wall, along these property lines.

Wakeland's reason for incentive: The cost of a concrete masonry block wall is approximately $550 per lineal foot, resulting in a cost of approximately $850,000 for the easterly, southerly, and partial westerly property lines. The addition of these walls would make the project infeasible if required.

Development Standard Waivers:

A Unit Size. Table 16.16.040.B.12 of the Highland Municipal Code requires that one-bedroom units be a minimum of 650 square feet in size and that two or more bedroom units be a minimum of 800 square feet in size. Wakeland is proposing that the one-bedroom units be 542 square feet in size (108 square feet less than required), and that two-bedroom units be 798 square feet in size (2 square feet less than required).

Wakeland's reason for waiver: The request is a reduction of 8,342 square feet of building area that is used to create the single-story bungalow design compatible with the contiguous neighborhood, and allow for 68 parking spaces, stormwater detention basins, and common open space. In addition, the average building cost industry-wide is $250 per square foot, which could result in an additional cost of $2,085,500. For these reasons, the requirement to build the land use and development code required unit sizes would make the project infeasible from both a financial and design standpoint.

B. Private Open Space. Highland Municipal Code Section 16.16.040.E.3.d requires each dwelling unit to have a minimum of 150 square feet of private open space with a minimum dimension of 10 feet. Wakeland is proposing that all the open space on the Project site be common open space available to be shared by all residents, rather than private open space. To provide some element of private open space, a small seating area, near the single-story unit front doors will be provided for one or two all-weather chairs.

Wakeland's reason for waiver: The combination of the required common open space proposed (25% minimum), reduction in site area due to parking and storm water detention basins, and the additional cost of $450,000 to build private patios/balconies would make the project infeasible if required to provide private open space patios/balconies for each unit.

Statute Adjustment Request

Parking. Pursuant to Table 16.52.030 of the Highland Municipal Code, senior housing projects located in the R-4 Zoning District must provide one (1) space per unit and 0.25 spaces per unit for guest parking. Based on the 90 units that are proposed to be constructed, the development is required to provide 112.5 (rounded to 113) parking spaces. Government Code section 65915(p)(3) provides that if a development meets the criteria set forth in Government Code section 65915(b)(1)(G)(B), then, upon the request of the developer, a city shall not impose vehicular parking standards if the development is a for-rent housing development for individuals who are 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day. Pursuant to Government Code section 65915(p)(3), Wakeland is not required to provide any parking for the Project. Nevertheless, Wakeland has agreed to construct 68 parking spaces; 60 of those parking spaces will be uncovered and 8 of the parking spaces that will be

designated for handicapped parking will be covered. Wakeland has conducted a parking analysis to demonstrate that the 68 parking spaces will be sufficient for Project (see Attachment 5 – Highland Senior Apartments, Parking Analysis).

Pursuant to the Density Bonus Agreement, 23 one bedroom units and 4 two bedroom units will need to be initially occupied by seniors who make thirty percent (30%) of median income; 23 one bedroom units and 4 two bedroom units will need to be initially occupied by seniors who make fifty percent (50%) of median income; and 31 one bedroom units and 4 two bedroom units will need to be initially occupied by seniors who make sixty percent (60%) of median income.

The 2022 income eligibility criteria are listed below for reference purposes only (San Bernardino County Area). These numbers are adjusted annually.

Income Level	*1 person household*	*2 person household*	*3 person household*	*4 person household*	*5 person household*
Extremely Low (up to 30% Area median Income)	$18,500	$21,150	$23,800	$27,750	$32,470
Very Low (up to 50% Area Median Income	$30,800	$35,200	$39,600	$44,000	$47,550
Lower (up to 60% Area Median Incone	$49,300	$56,350	$63,400	$70,400	$76,050

Eligible incomes and affordable rent amounts will be established at the time the related agreements are finalized specifying the funding sources utilized.

Zoning and Site Design (Scope of Development)

The Project will be constructed on two contiguous parcels owned by the Housing Authority on the east side of Central Avenue directly south of the existing Jeffrey Court Senior Housing Complex. The combined parcels are approximately 3.76 acres in size (see Attachment 1).

The site is located within the Multi-family R4 Zoning District. The primary purpose of the R4 District is to provide for the development, by right, of multifamily attached residential dwelling units with enhanced amenities (common open space and recreation areas) at a minimum density of 20 dwelling units per gross acre and a maximum density of 30 dwelling units per gross acre. Development standards adopted within the City's Municipal Code, Chapter 16.16. related to residential districts will be applicable to the proposed project, except as set forth above and approved by the City Council/Housing Authority.

WHDC's vision for the Project will consist of a density of 24 dwelling units per acre which will include a two-story building (with elevator) along the Central Avenue frontage surrounding an interior plaza connected to a proposed linear park (for gathering with outdoor benches and patios), and four (4) one-story buildings surrounding a lineal park. Tenant and visitor parking is proposed along the northerly property boundary.

The Project will include a community room and other open spaces for gathering. A common area is proposed to include property and supportive services offices, laundry facilities, space for group activities and a computer room. All common areas and units in the Project will be accessible without the use of stairs. All common access areas such as entryways, walkways, and hallways will be wide enough to accommodate wheelchairs, will be equipped with standard height railings or grab bars, and will have lighting bright enough to assist persons who have difficulty seeing. The Project will have on-site amenities designed with elderly users in mind, such as the community room with features such as space for workshops, classes, community events, and social activities to support social integration of residents.

Services will include: social, cultural, and recreational activities; craft and other social clubs; game nights; WHDC's "*Creating Opportunities for Resident Enrichment*" (CORE) program, which offers adult residents with credit counseling, computer training, financial literacy education and job search assistance to help them achieve greater levels of success; and additional adult education programs.

Refuse collection will be provided in a manner that requires a minimum of physical exertion by residents.

The overall project will be reviewed by the City's Planning Commission through the Design Review Application process. A conceptual color site plan and color elevations are attached for the City Council's and Housing Authority Board's review and consideration (see Attachment 2).

Property Management

WHDC's existing affordable housing inventory is currently managed by ConAm Management Corporation, and they are proposing to use ConAm to oversee daily operations for the Project. ConAm is one of the top 25 largest management firms in the industry. ConAm currently serves the Inland Empire with a portfolio of over 6,000 apartments in 60 communities spread throughout the Inland Empire and Los Angeles, Orange, and Ventura counties.

Peter Armstrong, Vice President of Real Estate Development of WHDC and the WHDC team will be attending the meeting to help answer any questions the Housing Authority may have.

Attachment 1	Vicinity Map
Attachment 2	Conceptual Site Plan and Color Elevations
Attachment 3	* Housing Authority Resolution No. HA-2023-___. * City Council Resolution No. CC-2023-____. * Disposition and Development/Affordable Housing Agreement (inclusive of the Ground Lease as Attachment 6 to the DDA/AHA).
Attachment 4	HSC Section 33433 Report
Attachment 5	Parking Analysis

K:\HOUSINGAUTHORITY\REPORTS\DDAGroundLease-WakelandHASR5-9-23

ATTACHMENT – 1

Vicinity Map



© 2023 Digital Map Products. All rights reserved.

ATTACHMENT – 2

Conceptual Site Plan and Color Elevations



NORTH

0 15' 30' 60'

SCALE: = 30'

ARCHITECTURAL SITE PLAN

CONCEPTUAL DESIGN - SUBJECT TO CHANGE

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
9245 TWIN TRAILS DRIVE, PO BOX 722290, SAN DIEGO, CA 92127 PH: (619) 544-8951

SITE DATA

SITE LOCATION: PARCEL LOTS NO.S 4 (1.7 AC) 5 (2.0 AC) ALONG CENTRAL AVE. APPROX. 749.0' SOUTH OF INTERSECTION CENTRAL AVE. & BASELINE STREET. CITY OF HIGHLAND, CA 92346.

ZONE: R-4

SITE AREA: 3.7 ACRES

DENSITY REQ'D.: 20 MIN. TO 30 MAX. DU / ACRE
DENSITY PROPOSED: 24 DU / ACRE

MAX. LOT COVERAGE: NONE

SETBACKS:
FRONT YARD - 25'-0"
SIDE YARD - 15'-0"
REAR YARD - 15'-0"

BLDG. HT. MAX.: 55'-0" / 4 STORIES + LOFT
BLDG. HT. PROPOSED: 35'-0" / 1 STORY & 2 STORY

MIN. DWELLING UNITS SIZE:
1 BDRM. UNITS: 542 S.F.
2 BDRM. UNITS: 798 S.F.

DWELLING UNIT MIX:

1 BDRM. UNITS:	77	85%
2 BDRM. UNITS:	13	15%
TOTAL UNITS:	90	100%

PROPOSED PARKING: TOTAL OPEN PARKING = 68.0

PARKING RATIO: 68 SPACES/90 UNITS = .75 / UNIT

SITE AMENITIES:
OUTDOOR COURTS & PLAZAS
COMMUNITY BLDG. OUTDOOR TERRACE
BBQ & OUTDOOR EATING AREAS
GARDEN AREAS
BENCHES & SITTING AREAS
PET RELIEF AREAS

HIGHLAND SENIOR APARTMENTS
HIGHLAND - CALIFORNIA

WAKELAND HOUSING AND DEVELOPMENT CORP.
1230 COLUMBIA ST., SUITE 950
SAN DIEGO, CALIF. 92101
(619) 235-2296 PH. (619) 235-5386 FAX

ARCHITECTURAL SITE PLAN

REV. NO.	DESCRIPTION	DATE	REV. NO.	DESCRIPTION	DATE

DATE APRIL 20, 2023
JOB NO.
DRAWN
CHECKED

AS.1

ALL IDEAS, DESIGNS, ARRANGEMENTS & PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, & THE PROPERTY OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. & WERE CREATED, EVOLVED & DEVELOPED FOR USE ON, & IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED WITHOUT THE WRITTEN PERMISSION OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY & BE RESPONSIBLE FOR ALL DIMENSIONS & CONDITIONS ON THE JOB, & THIS OFFICE MUST BE NOTIFIED OF ALL VARIATIONS FROM THE DIMENSIONS & CONDITIONS SHOWN BY THESE DRAWINGS.



UTILITIES | 2-BDRM. UNIT | UNIT ENTRANCE | 1-BDRM. UNIT | VINYL WINDOWS | VARIED ROOF LINES

TYPICAL APARTMENT BLDG. ELEVATION

BUILDING TYPE II - ONE STORY

SCALE: 1/8" = -0"



LANDSCAPE WALKWAYS | DOOR W/ ACCENT CLR.S | BARREL TILE ROOF | UNIT ENTRANCE



TILE WINDOW AWNINGS | MULTI-COLORED STUCCO WALLS | STUCCO WALL TRIM

ENLARGED ELEVATIONS

BUILDING TYPE II - ONE STORY

CONCEPTUAL DESIGN - SUBJECT TO CHANGE

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
9245 TWIN TRAILS DRIVE, PO BOX 722290, SAN DIEGO, CA 92127 PH: (619) 344-8951

TYPICAL EXTERIOR FINISHES

- CONC. BARREL TILE AT SLOPED ROOFS
- EXTERIOR STUCCO WALL FINISH
- EXPOSED WOOD TRELLIS MEMBERS
- STUCCO WALL TRIMS
- METAL CLAD EXTERIOR DOORS
- METAL CLAD FRENCH DOORS
- VINYL FRAMED WINDOWS

EXTERIOR COLORS

- THE EXTERIOR STUCCO/SIDING COLOR RANGE, SUCH AS:
  - WARM GRAY
  - WARM SIENNA COLOR
  - BURNT OCHRE EARTH TONE
  - WARM / OFF-WHITES
  - EARTH GREEN / OLIVE
  - WARM CHARCOAL

HIGHLAND SENIOR APARTMENTS
HIGHLAND - CALIFORNIA

WAKELAND HOUSING AND DEVELOPMENT CORP.
1230 COLUMBIA ST., SUITE 930
SAN DIEGO, CALIF. 92101
(619) 235-2236 PH. (619) 235-6356 FAX

CHARACTER SKETCH

REV. NO.	DESCRIPTION	DATE	REV. NO.	DESCRIPTION	DATE
▲			▲		
▲			▲		
▲			▲		

DATE APRIL 27, 2023
JOB NO.
DRAWN
CHECKED

CS.2

ALL IDEAS, DESIGNS, ARRANGEMENTS & PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, & THE PROPERTY OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. & WERE CREATED, EVOLVED & DEVELOPED FOR USE ON, & IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED WITHOUT THE WRITTEN PERMISSION OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY & BE RESPONSIBLE FOR ALL DIMENSIONS & CONDITIONS ON THE JOB, & THIS OFFICE MUST BE NOTIFIED OF ALL VARIATIONS FROM THE DIMENSIONS & CONDITIONS SHOWN BY THESE DRAWINGS.



BARREL TILE ROOF | WINDOW AWNINGS | FLAT ROOFS | STUCCO WALLS W. TRIM

COMMUNITY-LEASING & APARTMENT BLDG. ELEVATION

BUILDING TYPE IV - ONE & TWO STORY - FACADE ALONG CENTRAL AVENUE

SCALE: 1/8" = -0"



WALL TIRM | MULTI-COLORED STUCCO WALLS | DECO. MTL. RAILINGS | VINYL WINDOWS



VARIED ROOF LINES | BARREL TILE ROOF | TILE AWNINGS | UTILITY ALCOVE & WALKWAY

ENLARGED ELEVATIONS

BUILDING TYPE IV - ONE & TWO STORY

CONCEPTUAL DESIGN - SUBJECT TO CHANGE

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
9245 TWIN TRAILS DRIVE, PO BOX 722290, SAN DIEGO, CA 92127 PH: (619) 344-8931

TYPICAL EXTERIOR FINISHES

- CONC. BARREL TILE AT SLOPED ROOFS
- EXTERIOR STUCCO WALL FINISH
- EXPOSED WOOD TRELLIS MEMBERS
- STUCCO WALL TRIMS
- METAL CLAD EXTERIOR DOORS
- METAL CLAD FRENCH DOORS
- VINYL FRAMED WINDOWS

EXTERIOR COLORS

- THE EXTERIOR STUCCO/SIDING COLOR RANGE, SUCH AS:
  - WARM GRAY
  - WARM SIENNA COLOR
  - BURNT OCHRE EARTH TONE
  - WARM / OFF-WHITES
  - EARTH GREEN / OLIVE
  - WARM CHARCOAL

HIGHLAND SENIOR APARTMENTS

HIGHLAND - CALIFORNIA

WAKELAND HOUSING AND DEVELOPMENT CORP.
1230 COLUMBIA ST., SUITE 950
SAN DIEGO, CALIF. 92101
(619) 235-2296 PH. (619) 235-5386 FAX

CHARACTER SKETCH

REV. NO.	DESCRIPTION	DATE	REV. NO.	DESCRIPTION	DATE

DATE APRIL 27, 2023

JOB NO.

DRAWN

CHECKED

CS.3

ALL IDEAS, DESIGNS, ARRANGEMENTS & PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, & THE PROPERTY OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. & WERE CREATED, EVOLVED & DEVELOPED FOR USE ON, & IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED WITHOUT THE WRITTEN PERMISSION OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY & BE RESPONSIBLE FOR ALL DIMENSIONS & CONDITIONS ON THE JOB, & THIS OFFICE MUST BE NOTIFIED OF ALL VARIATIONS FROM THE DIMENSIONS & CONDITIONS SHOWN BY THESE DRAWINGS.

ATTACHMENT – 3

- **Housing Authority Resolution No. HA-2023-___.**
- **City Council Resolution No. CC-2023-____.**
- **Disposition & Development / Affordable Housing Agreement (inclusive of the Ground Lease as Attachment 6 to the DDA/AHA).**

Housing Authority Resolution No. HA-2023-____

RESOLUTION NO. HA - ____

A RESOLUTION OF THE HIGHLAND HOUSING AUTHORITY APPROVING (1) A DISPOSITION AND DEVELOPMENT/AFFORDABLE HOUSING AGREEMENT AND GROUND LEASE WITH WAKELAND HIGHLAND, LP, (2) AUTHORIZING THE DISBURSEMENT OF $4,577,450.00 TO WAKELAND HIGHLAND, LP UPON THE CONDITIONS OF CLOSING BEING SATISFIED, AND (3) MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE HIGHLAND HOUSING AUTHORITY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City of Highland ("City") previously activated the Redevelopment Agency of the City of Highland, a public body, corporate and politic (the "Former Agency"). The Former Agency operated under the Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law"). Under the Redevelopment Law, the Former Agency was authorized, among other things, to provide assistance to the development of affordable housing projects. Pursuant to Health and Safety Code Section 34175(b), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Highland Redevelopment Agency transferred to the control of the Successor Agency to the Highland Redevelopment Agency (the "Successor Agency") by operation of law including housing assets.

Section 2. Pursuant to Health and Safety Code Section 34176(b), the City Council adopted Resolution No. 2012-005, electing for the City not to retain the housing functions previously performed by the Former Agency, and determining that all of the assets, as allowed by law, and all rights, powers, liabilities, duties, and obligations associated with the housing activities of the Former Agency be transferred to the Highland Housing Authority as Housing Successor (the "Housing Authority"). The Housing Authority is therefore authorized to manage remaining assets of the Former Agency and expend remaining Former Agency funds designated for the development of housing affordable for persons of low and moderate income in accordance with State law.

Section 3. The Former Agency acquired a vacant parcel on Central Avenue (Assessor Parcel Number 1192-431-05) within the Redevelopment Project Area and within the corporate limits of the City. The City Council approved, by its Resolution No. 2012-005 as adopted January 27, 2012, the transfer of the housing assets of the Former Agency, including without limitation the vacant parcel on Central Avenue (Assessor Parcel Number 1192-431-05), to the Housing Authority. An oversight board (the "Oversight Board") was established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of Oversight Board action date transferring housing assets, by its Resolution No. OBSARDA2012-017, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to the Housing Authority.

Section 4. Subsequently, the Housing Authority purchased the real property located at 7433 Central Avenue (Assessor Parcel Number 1192-431-04). The vacant parcel on Central Avenue (Assessor Parcel Number 1192-431-05) and 7433 Central Avenue shall be referred to hereinafter as "the Property. Together, the Property is 3.76 acres in size.

Section 5. On December 14, 2021, the Housing Authority adopted Resolution No. HA2021-002 declaring the Property to be surplus and published a notice of housing availability indicating the Property would be made available by means of ground lease for affordable rental housing development purposes, which notice was transmitted to all entities listed with the California Department of Housing and Community Development (HCD) as interested entities. As provided under the applicable law and regulations, a period of sixty (60) days was established for the submittal of notices of interest. Two notices were received during the designated period; of those, one proposal was withdrawn while a second submittal, a proposal by Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation ("Developer Parent") was the only proposal that was responsive to the notification and provided for rental units that would be affordable to households at eighty percent (80%) of median income or below. Wakeland Highland, LP ("Wakeland") is a subsidiary of Developer Parent.

Section 6. The Housing Authority proposes to ground lease the Property to Wakeland pursuant to a Disposition and Development/Affordable Housing ("Agreement") and Ground Lease so that Wakeland can construct a 90-unit apartment complex to house seniors ("Project"). Pursuant to the Agreement, a portion of the units shall be subject to affordability restrictions.

Section 7. The Housing Authority Board has reviewed the Project in compliance with the California Environmental Quality Act ("CEQA"). The Housing Authority Board has determined that the Project is exempt from CEQA review pursuant to CEQA Guidelines Section 15194, Affordable Housing Exemption, for the following reasons.

(a) The project meets the threshold criteria set forth in CEQA Guidelines Section 15192 as the Project is consistent with:

(1) Any applicable general plan, specific plan, or local coastal program, including any mitigation measures required by such plan or program, as that plan or program existed on the date that the application for the project pursuant to Section 65943 of the Government Code was deemed complete.

The Project is consistent with General Plan land use designation of High Density Special which allows multi-family dwelling units with a density of 20 to 30 dwelling units per acre. The Project proposes to construct 90 units on 3.76 acres which is equal to 23.9 (rounded to 24) dwelling units per acre. The Project is also consistent with the Housing Element which designates these parcels as "Sites 20 and 21" on the site inventory as "Vacant and Underutilized" where 90 lower income units will be developed.

(2) Any applicable zoning ordinance, as that zoning ordinance existed on the date that the application for the project pursuant to Section 65943 of the Government Code was deemed complete, unless the zoning of project property is inconsistent with the general plan because the project property has not been rezoned to conform to the general plan.

The Project is consistent with the zoning ordinance as the Property is zoned R-4 which allows multifamily residential development.

(b) Community-level environmental review has been adopted or certified.

The Property is zoned R-4 and has a land use designation of High Density Special. The Project is within the scope of the General Plan EIR that analyzed the impacts of having multifamily residential development in the High Density Special land use designation in the range of 20 to 30 dwelling units per acre.

(c) The project and other projects approved prior to the approval of the project can be adequately served by existing utilities, and the project applicant has paid, or has committed to pay, all applicable in-lieu or development fees.

The Project can be served by existing utilities. In addition, Wakeland will be paying all development impact fees, except for an inclusionary housing in lieu fee as the Project is constructing affordable housing.

(d) The site of the project:

(1) Does not contain wetlands, as defined in Section 328.3 of Title 33 of the Code of Federal Regulations.

(2) Does not have any value as an ecological community upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection.

(3) Does not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.) or by the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code.

(4) Does not cause the destruction or removal of any species protected by a local ordinance in effect at the time the application for the project was deemed complete.

The Project is located in an urban area that is surrounded by other multi-family residential, single family residential, and public facilities. As such, it does not contain wetlands and does not have value as an ecological community upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection. In addition the Project will not harm any species protected by the federal Endangered Species Act as none of these species are present on the Project site. There are no local ordinances that protect the destruction or removal of any species.

(e) The site of the project is not included on any list of facilities and sites compiled pursuant to Section 65962.5 of the Government Code.

Staff has reviewed the list of facilities and sites compiled pursuant to Government Code Section 65962.5 and has confirmed that this Project is not included on this list.

(f) The site of the project is subject to a preliminary endangerment assessment prepared by a registered environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity. In addition, the following steps have been taken in response to the results of this assessment:

(1) If a release of a hazardous substance is found to exist on the site, the release

shall be removed, or any significant effects of the release shall be mitigated to a level of insignificance in compliance with state and federal requirements.

(2) If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with state and federal requirements.

A Phase I Environmental Assessment of the Project site was completed in May 2022. This study confirmed that there are not any hazardous substances on the Project site.

(g) The project does not have a significant effect on historical resources pursuant to Section 21084.1 of the Public Resources Code.

There are no historical resources on the Project site.

(h) The project site is not subject to wildland fire hazard, as determined by the Department of Forestry and Fire Protection, unless the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a wildland fire hazard.

The Project site is not subject to a wildland fire hazard.

(i) The project site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties.

The Project site is adjacent to an apartment project and other residential uses so there is not an unusually high risk of fire or explosion from materials that would be stored on residentially zoned property.

(j) The project site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency.

The Project site does not present a risk of a public health exposure.

(k) Either the project site is not within a delineated earthquake fault zone or a seismic hazard zone, as determined pursuant to Section 2622 and 2696 of the Public Resources Code respectively, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of an earthquake or seismic hazard.

The Project site is not within a delineated earthquake fault zone.

(l) Either the project site does not present a landslide hazard, flood plain, flood way, or restriction zone, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a landslide or flood.

The Project site does not present a landslide hazard as it on relatively flat land.

(m) The project site is not located on developed open space.

The Project site is not located on developed open space. The Project site is undeveloped residentially zoned property.

(n) The project site is not located within the boundaries of a state conservancy.

The Project site is not located within the boundaries of a state conservancy.

(o) The project has not been divided into smaller projects to qualify for one or more of the exemptions set forth in sections 15193 to 15195.

The Project is the construction of a 90-unit senior housing project. The Project has not been divided into smaller projects.

In addition:

(b) The project meets the following size criteria: the project site is not more than five acres in area.

The project meets this criteria as it is 3.76 acres in size.

(c) The project meets both of the following requirements regarding location:

(1) The project meets one of the following location requirements relating to population density:

(A) The project site is located within an urbanized area or within a census-defined place with a population density of at least 5,000 persons per square mile.

(B) If the project consists of 50 or fewer units, the project site is located within an incorporated city with a population density of at least 2,500 persons per square mile and a total population of at least 25,000 persons.

(C) The project is located within either an incorporated city or a census defined place with a population density of at least 1,000 persons per square mile and there is no reasonable possibility that the project would have a significant effect on the environment or the residents of the project due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project.

The City is 18.5 square miles in size, with a population of approximately 57,159 persons. This equates to a population density of 3,089 persons per square mile. There is no reasonable possibility that the Project would have a significant effect on the environment or the residents of the Project due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the Project. Other than these two vacant parcels that make up the Project site, there are no other applications submitted for projects in the vicinity of the Project .

(2) The project meets one of the following site-specific location requirements:

(A) The project site has been previously developed for qualified urban uses; or

(B) The parcels immediately adjacent to the project site are developed with qualified urban uses.

(C) The project site has not been developed for urban uses and all of the following conditions are met:

1. No parcel within the site has been created within 10 years prior to the proposed development of the site.

2. At least 75 percent of the perimeter of the site adjoins parcels that are developed with qualified urban uses.

3. The existing remaining 25 percent of the perimeter of the site adjoins parcels that have previously been developed for qualified urban uses.

One of parcels, 7433 Central Avenue (Assessor Parcel Number 1192-431-04), was previously improved with a dilapidated single family residence that was demolished. The Project site is adjacent to an apartment complex and other single family residences which are urban uses.

(d) The project meets both of the following requirements regarding provision of affordable housing.

(1) The project consists of the construction, conversion, or use of residential housing consisting of 100 or fewer units that are affordable to low-income households.

(2) The developer of the project provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for lower income households for a period of at least 30 years, at monthly housing costs deemed to be "affordable rent" for lower income, very low income, and extremely low income households, as determined pursuant to Section 50053 of the Health and Safety Code.

The Project will construct 90 units, 44 of which will be subject to a Regulatory Agreement (Grant funds) that will require that the 44 units initially be rented to lower income households for a minimum of 55 years in compliance with Health and Safety Code Section 50053. Due to other sources of potential funding, Wakeland is proposing to construct a one hundred percent affordable project. The Project will be subject to a Regulatory Agreement (Density Bonus) that will require all the units, minus the manager's unit, be initially rented to lower income households for a minimum of 55 years in compliance with Health and Safety Code Section 50053. .

Section 8. Based on the information in Sections 6 and 7 above, the Housing Authority Board hereby finds that the Project is exempt from further environmental review under CEQA Guidelines Section 15194 and 15132. The Housing Authority Board hereby directs the Executive Director to file a Notice of Exemption with the County Clerk of the Board.

Section 9. On May 12, 2023, the City and Housing Authority held a duly noticed joint public hearing regarding the Agreement and Ground Lease. Notice of the public hearing was given in compliance with Health and Safety Code section 33433.

Section 10. The Housing Authority has made available to the public through the office of the City Clerk a copy of the Agreement and Ground Lease prior to the public hearing. In addition, a copy of the Health and Safety Code section 33433 report was made available to the public. The Health and Safety Code section 33433 report is incorporated herein by this reference.

Section 11. The Housing Authority hereby approves the Agreement and Ground Lease and the Executive Director is hereby authorized and directed, for and in the name and on behalf of the Housing Authority, to finalize, execute and deliver the Agreement in substantially the form on file with the City Clerk and presented at this meeting, with such additions thereto or changes or insertions therein as may be approved by the Executive Director (such approval to be conclusively evidenced by such execution and delivery).

Section 12. The Housing Authority has $3,041,000 in 2004A tax exempt bond proceeds and $322,500 in the Housing Authority fund balance allocation for a total of $3,363,500 that can be used towards low income housing projects. The Housing Authority hereby authorizes the transfer of $4,577,450 (including $1,213,950 transferred from the City to the Housing Authority for this Project) to Wakeland, upon all the conditions to closing set forth in the Agreement and Ground Lease being satisfied.

Section 13. The Executive Director and Chairman of the Housing Authority are hereby authorized and directed, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper in order to effectuate the purposes of this Resolution and the transaction contemplated hereby; and any such actions previously taken by such officers are hereby ratified, confirmed and approved.

PASSED, APPROVED AND ADOPTED this 12th day of May 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
LARRY MCCALLON, CHAIRMAN

ATTEST:

_____
_____, SECRETARY
HIGHLAND HOUSING AUTHORITY

City Council Resolution No. CC-2023-____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND APPROVING (1) A DISPOSITION AND DEVELOPMENT/AFFORDABLE HOUSING AGREEMENT WITH WAKELAND HIGHLAND, LP, (2) AUTHORIZING THE DISBURSEMENT OF $1,213,950 TO THE HIGHLAND HOUSING AUTHORITY TO BE USED FOR THE CONSTRUCTION OF A SENIOR HOUSING PROJECT AT 7433 CENTRAL AVENUE AND THE ADJACENT VACANT PARCEL, (3) APPROVING A DENSITY BONUS, AND (4) MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE HIGHLAND CITY COUNCIL HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City of Highland ("City") previously activated the Redevelopment Agency of the City of Highland, a public body, corporate and politic (the "Former Agency"). The Former Agency operated under the Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law"). Under the Redevelopment Law, the Former Agency was authorized, among other things, to provide assistance to the development of affordable housing projects. Pursuant to Health and Safety Code Section 34175(b), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the Highland Redevelopment Agency transferred to the control of the Successor Agency to the Highland Redevelopment Agency (the "Successor Agency") by operation of law including housing assets.

Section 2. Pursuant to Health and Safety Code Section 34176(b), the City Council adopted Resolution No. 2012-005, electing for the City not to retain the housing functions previously performed by the Former Agency, and determining that all of the assets, as allowed by law, and all rights, powers, liabilities, duties, and obligations associated with the housing activities of the Former Agency be transferred to the Highland Housing Authority as Housing Successor (the "Housing Authority"). The Housing Authority is therefore authorized to manage remaining assets of the Former Agency and expend remaining Former Agency funds designated for the development of housing affordable for persons of low and moderate income in accordance with State law.

Section 3. The Former Agency acquired a vacant parcel on Central Avenue (Assessor Parcel Number 1192-431-05) within the Redevelopment Project Area and within the corporate limits of the City. The City Council approved, by its Resolution No. 2012-005 as adopted January 27, 2012, the transfer of the housing assets of the Former Agency, including without limitation the vacant parcel on Central Avenue (Assessor Parcel Number 1192-431-05), to the Housing Authority. An oversight board (the "Oversight Board") was established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of Oversight Board action date transferring housing assets, by its Resolution No. OBSARDA2012-017, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to the Housing Authority.

Section 4. Subsequently, the Housing Authority purchased the real property located at 7433 Central Avenue (Assessor Parcel Number 1192-431-04). The vacant parcel on Central Avenue (Assessor Parcel Number 1192-431-05) and 7433 Central Avenue shall be referred to hereinafter as "the Property. Together, the Property is 3.76 acres in size.

Section 5. On December 14, 2021, the Housing Authority adopted Resolution No. HA2021-002 declaring the Property to be surplus and published a notice of housing availability indicating the Property would be made available by means of ground lease for affordable rental housing development purposes, which notice was transmitted to all entities listed with the California Department of Housing and Community Development (HCD) as interested entities. As provided under the applicable law and regulations, a period of sixty (60) days was established for the submittal of notices of interest. Two notices were received during the designated period; of those, one proposal was withdrawn while a second submittal, a proposal by Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation ("Developer Parent") was the only proposal that was responsive to the notification and provided for rental units that would be affordable to households at eighty percent (80%) of median income or below. Wakeland Highland, LP ("Wakeland") is a subsidiary of Developer Parent.

Section 6. The Housing Authority proposes to ground lease the Property to Wakeland pursuant to a Disposition and Development/Affordable Housing Agreement ("Agreement") and Ground Lease so that Wakeland can construct a 90-unit affordable housing project to house seniors ("Project"). The City is a party to the Agreement as it will be providing funds to be used for the construction of the Project.

Section 7. In compliance with Health and Safety Code section 33433, the City Council hereby finds that the lease of the Property will assist in the elimination of blight and provide housing for low- or moderate-income persons. In addition, the Project is consistent with the implementation plan adopted by the Former Agency pursuant to Section 33490.

Section 8. In compliance with Health and Safety Code section 33433, the City Council hereby finds that the consideration for the Ground Lease is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the lease. According to the Health and Safety Code section 33433 report, the estimated value of the Property to be leased, determined at the use and with the conditions, covenants and development costs required by the lease, is a negative value of approximately $10.6 million. Therefore, the consideration of $1 per year is appropriate.

Section 9. The construction of affordable housing, particularly for seniors, is a priority for the City. The Property is designated in the City's Housing Element site inventory as a site for the construction of very low and low income units. The City holds $635,000 in an inclusionary housing fund that was collected from inclusionary housing in lieu fees to construct affordable housing. In addition, the City holds $578,950 in an infrastructure improvement bond that it obtained from a City-owned thirteen (13) single-family lot subdivision map located on Lillian Lane (contiguous to the Highland Community Park). The City intends to transfer the $1,213,950 to the Highland Housing Authority who, in turn, will transfer the funds to Wakeland upon the close of escrow on the Ground Lease so that it

can be used towards the costs to construct the Project.

Section 10. The City Council has reviewed the Project in compliance with the California Environmental Quality Act ("CEQA"). The City Council has determined that the Project is exempt from CEQA review pursuant to CEQA Guidelines Section 15194, Affordable Housing Exemption, for the following reasons.

(a) The project meets the threshold criteria set forth in CEQA Guidelines Section 15192 as the Project is consistent with:

(1) Any applicable general plan, specific plan, or local coastal program, including any mitigation measures required by such plan or program, as that plan or program existed on the date that the application for the project pursuant to Section 65943 of the Government Code was deemed complete.

The Project is consistent with General Plan land use designation of High Density Special which allows multi-family dwelling units with a density of 20 to 30 dwelling units per acre. The Project proposes to construct 90 units on 3.76 acres which is equal to 23.9 (rounded to 24) dwelling units per acre. The Project is also consistent with the Housing Element which designates these parcels, "Sites 20 and 21", on the site inventory as "Vacant" and "Underutilized" where 90 lower income units will be developed.

(2) Any applicable zoning ordinance, as that zoning ordinance existed on the date that the application for the project pursuant to Section 65943 of the Government Code was deemed complete, unless the zoning of project property is inconsistent with the general plan because the project property has not been rezoned to conform to the general plan.

The Project is consistent with the zoning ordinance as the Property is zoned R-4 which allows multifamily residential development.

(b) Community-level environmental review has been adopted or certified.

The Property is zoned R-4 and has a land use designation of High Density Special. The Project is within the scope of the General Plan EIR that analyzed the impacts of having multifamily residential development in the High Density Special land use designation in the range of 20 to 30 dwelling units per acre.

(c) The project and other projects approved prior to the approval of the project can be adequately served by existing utilities, and the project applicant has paid, or has committed to pay, all applicable in-lieu or development fees.

The Project can be served by existing utilities. In addition, Wakeland will be paying all development impact fees, except for an inclusionary housing in lieu fee as the Project is constructing affordable housing.

(d) The site of the project:

(1) Does not contain wetlands, as defined in Section 328.3 of Title 33 of the Code of Federal Regulations.

(2) Does not have any value as an ecological community upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection.

(3) Does not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.) or by the Native Plant Protection Act (Chapter 10

(commencing with Section 1900) of Division 2 of the Fish and Game Code), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code.

(4) Does not cause the destruction or removal of any species protected by a local ordinance in effect at the time the application for the project was deemed complete.

The Project is located in an urban area that is surrounded by other multi-family residential, single family residential, and public facilities. As such, it does not contain wetlands and does not have value as an ecological community upon which wild animals, birds, plants, fish, amphibians, and invertebrates depend for their conservation and protection. In addition the Project will not harm any species protected by the federal Endangered Species Act as none of these species are present on the Project site. There are no local ordinances that protect the destruction or removal of any species.

(e) The site of the project is not included on any list of facilities and sites compiled pursuant to Section 65962.5 of the Government Code.

Staff has reviewed the list of facilities and sites compiled pursuant to Government Code Section 65962.5 and has confirmed that this Project is not included on this list.

(f) The site of the project is subject to a preliminary endangerment assessment prepared by a registered environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity. In addition, the following steps have been taken in response to the results of this assessment:

(1) If a release of a hazardous substance is found to exist on the site, the release shall be removed, or any significant effects of the release shall be mitigated to a level of insignificance in compliance with state and federal requirements.

(2) If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with state and federal requirements.

A Phase I Environmental Assessment of the Project site was completed in May 2022. This study confirmed that there are not any hazardous substances on the Project site.

(g) The project does not have a significant effect on historical resources pursuant to Section 21084.1 of the Public Resources Code.

There are no historical resources on the Project site.

(h) The project site is not subject to wildland fire hazard, as determined by the Department of Forestry and Fire Protection, unless the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a wildland fire hazard.

The Project site is not subject to a wildland fire hazard.

(i) The project site does not have an unusually high risk of fire or explosion from materials stored or used on nearby properties.

The Project site is adjacent to an apartment project and other residential uses so there is not an unusually high risk of fire or explosion from materials that would be stored on residentially zoned property.

(j) The project site does not present a risk of a public health exposure at a level that would exceed the standards established by any state or federal agency.

The Project site does not present a risk of a public health exposure.

(k) Either the project site is not within a delineated earthquake fault zone or a seismic hazard zone, as determined pursuant to Section 2622 and 2696 of the Public Resources Code respectively, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of an earthquake or seismic hazard.

The Project site is not within a delineated earthquake fault zone.

(l) Either the project site does not present a landslide hazard, flood plain, flood way, or restriction zone, or the applicable general plan or zoning ordinance contains provisions to mitigate the risk of a landslide or flood.

The Project site does not present a landslide hazard as it on relatively flat land.

(m) The project site is not located on developed open space.

The Project site is not located on developed open space. The Project site is undeveloped residentially zoned property.

(n) The project site is not located within the boundaries of a state conservancy.

The Project site is not located within the boundaries of a state conservancy.

(o) The project has not been divided into smaller projects to qualify for one or more of the exemptions set forth in sections 15193 to 15195.

The Project is the construction of a 90-unit senior housing project. The Project has not been divided into smaller projects.

In addition:

(b) The project meets the following size criteria: the project site is not more than five acres in area.

The project meets this criteria as it is 3.76 acres in size.

(c) The project meets both of the following requirements regarding location:

(1) The project meets one of the following location requirements relating to population density:

(A) The project site is located within an urbanized area or within a census-defined place with a population density of at least 5,000 persons per square mile.

(B) If the project consists of 50 or fewer units, the project site is located within an incorporated city with a population density of at least 2,500 persons per square mile and a total population of at least 25,000 persons.

(C) The project is located within either an incorporated city or a census defined place with a population density of at least 1,000 persons per square mile and there is no reasonable possibility that the project would have a significant effect on the environment or the residents of the project due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the project.

The City is 18.5 square miles in size, with a population of approximately 57,159 persons. This equates to a population density of 3,089 persons per square mile. There is no reasonable possibility that the Project would have a significant effect on the environment

or the residents of the Project due to unusual circumstances or due to the related or cumulative impacts of reasonably foreseeable projects in the vicinity of the Project. Other than these two vacant parcels that make up the Project site, there are no other applications submitted for proposed projects in the vicinity of the Project.

(2) The project meets one of the following site-specific location requirements:

(A) The project site has been previously developed for qualified urban uses; or

(B) The parcels immediately adjacent to the project site are developed with qualified urban uses.

(C) The project site has not been developed for urban uses and all of the following conditions are met:

1. No parcel within the site has been created within 10 years prior to the proposed development of the site.

2. At least 75 percent of the perimeter of the site adjoins parcels that are developed with qualified urban uses.

3. The existing remaining 25 percent of the perimeter of the site adjoins parcels that have previously been developed for qualified urban uses.

One of parcels, 7433 Central Avenue (Assessor Parcel Number 1192-431-04), was previously improved with a dilapidated single family residence that was demolished. The Project site is adjacent to an apartment complex and other single family residences which are urban uses.

(d) The project meets both of the following requirements regarding provision of affordable housing.

(1) The project consists of the construction, conversion, or use of residential housing consisting of 100 or fewer units that are affordable to low-income households.

(2) The developer of the project provides sufficient legal commitments to the appropriate local agency to ensure the continued availability and use of the housing units for lower income households for a period of at least 30 years, at monthly housing costs deemed to be "affordable rent" for lower income, very low income, and extremely low income households, as determined pursuant to Section 50053 of the Health and Safety Code.

The Project will construct 90 units, 44 of which will be subject to a Regulatory Agreement (Grant funds) that will require that the 44 units initially be rented to lower income households for a minimum of 55 years in compliance with Health and Safety Code Section 50053. Due to other sources of potential funding, Wakeland is proposing to construct a one hundred percent affordable project. The Project will be subject to a Regulatory Agreement (Density Bonus) that will require all the units, minus the manager's unit, be initially rented to lower income households for a minimum of 55 years in compliance with Health and Safety Code Section 50053.

Section 11. The City has also determined that the Project is categorically exempt from CEQA pursuant to Section 15332 of the State CEQA Guidelines. The Project meets all five of the following criteria set forth in Section 15332 of the State CEQA Guidelines for in-fill development projects:

a.) The project is consistent with the applicable general plan designation and all

applicable general plan policies as well as with applicable zoning designation and regulations.

The Project is consistent with the General Plan land use designation of High Density Special and all applicable General Plan policies. The High Density land use designation allows for 20 to 30 dwelling units per acre. The project proposes 23.9 dwelling units per acre. In addition, the Project is consistent with the Housing Element which includes the site in its site inventory as a location where very low and low income units will be constructed. The Project is also consistent with the R-4 Zoning designation which allows for multi-family residential on the Project site.

b.) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

The Project site is 3.46 acres in size and is substantially surrounded by urban uses.

c.) The project site has no value as habitat for endangered, rare, or threatened species.

The Project site has no value as habitat for endangered, rare, or threatened species as one parcel was previously improved with a single family residence and the other parcel is surrounded by urban uses included an apartment complex and single family residences. There are no endangered, rare or threatened species on the Project site.

d.) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

The Project involves the construction of a 90-unit senior apartment complex. As the Project will be adjacent to other multi-family and single family residential uses, it is not anticipated that this Project will have any significant effects related to traffic, noise, air quality or water quality.

e.) The site can be adequately served by all required utilities and public services.

The Project site can be adequately served by required utilities and public services.

Section 12. Based on the information in Sections 10 and 11 above, the City Council hereby finds that the Project is exempt from further environmental review under CEQA Guidelines Section 15194 and 15132. The City Council hereby directs the City Manager to file a Notice of Exemption with the County Clerk of the Board.

Section 13. Pursuant to Government Code sections 65915(b)(1)(G) and (d)(2)(D), development projects that meet the following criteria are entitled to four incentives: where 100% of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, as defined by Section 50079.5 of the Health and Safety Code, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code. Pursuant to the Agreement, 44 of the 90 units (49% or the units) will be restricted to lower income households, as defined in Health and Safety Code section 50079.5. More specifically, 23 one bedroom units and 4 two-bedroom units (27 units total) will need to be initially occupied by seniors who make thirty percent (30%) of median income; and 4 two bedroom units and 13 one bedroom units (17 units total) will need to be initially occupied by seniors who make

fifty percent (50%) of median Income.

While the City and Housing Authority are only restricting 49% of the units through the Regulatory Agreement (Grant Funds), Wakeland is proposing a 100% affordable project, and therefore is eligible to receive four development incentives. Wakeland and the City will be entering into a Regulatory Agreement (Density Bonus) that restricts all the units in the development, except for the manager's unit, as affordable for lower income households as defined in Health and Safety Code section 50079.5. More specifically, 23 one bedroom units and 4 two bedroom units will need to be initially occupied by seniors who make thirty percent (30%) of median income; 23 one bedroom units and 4 two bedroom units will need to be initially occupied by seniors who make fifty percent (50%) of median income; and 31 one bedroom units and 4 two bedroom units will need to be initially occupied by seniors who make sixty percent (60%) of median income.

Wakeland is requesting the following four incentives:

A. Exterior Storage Space. Highland Municipal Code Section 16.16.040.C.3 requires that apartments provide a minimum of 200 cubic foot of exterior storage space. Wakeland proposes all storage interior to the units rather than exterior.

B. Laundry Facilities. Highland Municipal Code Section 16.16.040.E.3.g requires that apartments located within the R-4 Zoning District install laundry facilities, including washers and dryers, in every residential unit. Wakeland proposes a community laundry facility on the Project site rather than individual washers and dryers in every residential unit.

C. Covered Parking. Table 16.52.030A of the Highland Municipal Code requires that resident parking in the R-4 Zoning district be covered within a garage or carport. Guest parking may be uncovered. Wakeland proposes 60 uncovered parking spaces and 8 handicapped parking spaces will be covered by carports. The 60 uncovered spaces will be shaded by trees species as recommended by the City's Landscape Architect and planted within parking lot landscape islands and half diamond planters as approved by the Highland Planning Commission (through the Design Review process).

D. Masonry Wall. Highland Municipal Code Section 16.16.040.C.13 requires the construction of a masonry wall 6 feet in height or as approved by the Highland Planning Commission and screen landscaping at least 5 feet in width where a multi-family dwelling abuts the property in a single-family district. A masonry wall would be required along the eastern and southern property lines and partially along the western property line with screening landscaping. Wakeland proposes a tubular steel fence, instead of a masonry wall, along these property lines.

Section 14. Government Code section 65915 (e)(1) provides that an applicant may also request a density waiver in addition to the number of incentives to which the applicant is entitled. State density bonus law does not place a limit on the number of waivers that a developer may request, but does require the developer to demonstrate that the imposition of the development standards that the developer is seeking to waive will have the effect of physically precluding the construction of the development at the density proposed. The

City is not required to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact. Wakeland seeks the waiver of the following two development standards:

A Unit Size. Table 16.16.040.B.12 of the Highland Municipal Code requires that one bedroom units be a minimum of 650 square feet in size and that two or more bedroom units be a minimum of 800 square feet in size. Wakeland is proposing that the one bedroom units be 542 square feet in size (108 square feet less than required), and that two bedroom units be 798 square feet in size (2 square feet less than required). For the 90-unit development, this will result in a reduction of 8,342 square feet of building area. The average building cost industry-wide is $250 per square foot. Without the reduction in the unit size, this would result in an additional cost of $2,085,500 to construct the development which would make the Project financially infeasible. Moreover, Wakeland is required to construct several stormwater detention basins, provide common open space, and is providing more parking than required by State density bonus law. As such, it would be infeasible to construct the units at the size required by the Highland Municipal Code and still accommodate the stormwater detention basin design requested by staff, in addition to meeting the common open space requirements and providing the parking. The waiver of the unit size requirement will not have a specific, adverse impact upon health and safety.

B. Private Open Space. Highland Municipal Code Section 16.16.040.E.3.d requires each dwelling unit have a minimum of 150 square feet of private open space with a minimum dimension of 10 feet. Wakeland is proposing that all the open space on the Project site be common open space available to be shared by all residents, rather than private open space. To provide some element of private open space, a small seating area, near the single-story unit front doors will be provided for one or two all weather chairs. The Project is designed with 68 parking spaces and several large detention basins for stormwater treatment that reduce the site area available for private open space. The combination of the required common open space provided (25% minimum), reduction in site area due to parking and stormwater detention basins, and the additional cost of $450,000 to build private patios/balconies would make the Project infeasible if required to provide private open space patios/balconies for each unit. The waiver of the unit size requirement will not have a specific, adverse impact upon health and safety.

Section 15. Parking. Pursuant to Table 16.52.030 of the Highland Municipal Code, senior housing projects located in the R-4 Zoning District must provide one space per unit and 0.25 spaces per unit for guest parking. Based on the 90 units that will be constructed, the development is required to provide 112.5 (rounded to 113) parking spaces.

Government Code section 65915(p)(3) provides that if a development meets the criteria set forth in Government Code section 65915(b)(1)(G)(B), then, upon the request of the developer, a city shall not impose vehicular parking standards if the development is a for-rent housing development for individuals who are 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day. As discussed in Section 8 above, the development meets the criteria of Government Code section 65915(b)(1)(G)(B) as it is a 100% affordable

senior housing project for rent to individuals who are 55 years of age or older. Moreover, the Project site is located within one-half mile of a fixed bus route service that operates at least eight times per day. The Omnitrans bus route is a fixed bus route service on Central Avenue that is located 0.2 miles from the Project site and operates every 20 to 30 minutes Monday through Sunday. There is unobstructed access to the bus stop along Central Avenue. Pursuant to Government Code section 65915(p)(3), Wakeland is not required to provide any parking for the Project. Nevertheless, Wakeland has agreed to construct 68 parking spaces; 60 of those parking spaces will be uncovered and 8 of the parking spaces that will be designated for handicapped parking will be covered. Wakeland has conducted a parking study to demonstrate that the 68 parking spaces will be sufficient for Project.

Section 16. On May 12, 2023, the City of Highland and Highland Housing Authority held a duly noticed joint public hearing regarding the Agreement and Ground Lease. Notice of the public hearing was given in compliance with Health and Safety Code section 33433.

Section 17. The City of Highland has made available to the public through the office of the City Clerk a copy of the Agreement and Ground Lease prior to the public hearing. In addition, a copy of the Health and Safety Code section 33433 report was made available to the public. The Health and Safety Code section 33433 report is incorporated herein by this reference.

Section 18. The City of Highland hereby approves the Agreement and the City Manager is hereby authorized and directed, for and in the name and on behalf of the City of Highland, to finalize, execute and deliver the Agreement in substantially the form on file with the City Clerk and presented at this meeting, with such additions thereto or changes or insertions therein as may be approved by the City Manager (such approval to be conclusively evidenced by such execution and delivery).

Section 19. The City Council hereby authorizes the transfer of $635,000 from the inclusionary housing fund and $578,950 from the infrastructure improvement bond to the Housing Authority. The Highland Housing Authority will, in turn, transfer the funds to Wakeland upon the close of escrow on the Ground Lease so that it can be used to construct the Project.

Section 20. The City Council hereby approves the density bonus incentives set forth in Section 13 the density bonus waivers set forth in Section 14, and the parking requirement set forth in Section 15 of this Resolution and authorizes the Mayor to execute the density bonus agreement.

Section 21. The Mayor and City Manager are hereby authorized and directed, jointly and severally, to execute and deliver any and all necessary documents and instruments and to do all things which they may deem necessary or proper in order to effectuate the purposes of this Resolution and the transaction contemplated hereby; and any such actions previously taken by such officers are hereby ratified, confirmed and approved.

PASSED, APPROVED AND ADOPTED this 12th day of May 2023 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
LARRY MCCALLON, MAYOR

ATTEST:

_____
BETTY HUGHES, CMC, CITY CLERK

Disposition & Development / Affordable Housing Agreement

DISPOSITION AND DEVELOPMENT/
AFFORDABLE HOUSING AGREEMENT

by and among the

HIGHLAND HOUSING AUTHORITY

and the

CITY OF HIGHLAND

and

WAKELAND HIGHLAND LP,
a California limited partnership

TABLE OF CONTENTS

Page

1. DEFINITIONS AND INTERPRETATION 3

1.1 Defined Terms 3

1.2 Singular and Plural Terms 12

1.3 References and Other Terms 12

1.4 Exhibits Incorporated 12

1.5 Representations and Warranties 12

1.5.1 Authority Representations 12

1.5.2 City Representations 13

1.5.3 Developer Representations 14

1.5.4 No Material Adverse Change 14

1.5.5 Survival of Representations 15

1.6 Environmental Condition of the Site 15

1.6.1 Studies and Reports 15

1.6.2 Approval of Environmental Condition of the Site 16

1.6.3 Indemnification 16

1.6.4 Duty to Prevent Hazardous Material Contamination 16

1.6.5 Release of Indemnitees by Developer 16

1.6.6 Environmental Inquiries 17

2. DISPOSITION OF THE SITE 18

2.1 Leasing of the Site 18

2.2 Escrow 19

2.3 Costs of Escrow 19

2.4 Escrow Instructions 19

2.4.1 Authority of Escrow Holder 19
2.4.2 Closing 20
2.4.3 Termination of Escrow 20
2.4.4 Closing Procedures 20
2.5 Review of Title 21
2.6 Title Insurance 22
3. CONDITIONS TO DEVELOPER POSSESSION OF THE SITE 22
3.1 Authority Conditions Precedent 22
4. SCOPE OF DEVELOPMENT 24
4.1 Scope of Improvements 24
4.2 Design Review 24
4.2.1 Developer Submissions 24
4.2.2 City Review and Approval 25
4.2.3 Revisions 25
4.2.4 Defects in Plans 25
4.2.5 Land Use Approvals 25
4.3 Time of Performance 25
4.4 Cost of Improvements 26
4.5 Indemnity 26
4.6 Rights of Access 27
4.7 Compliance With Laws 27
4.8 Nondiscrimination in Employment 29
4.9 Taxes and Assessments 29
4.10 Liens and Stop Notices 29
4.11 Certificate of Completion 29

4.12 Further Assurances 29

4.13 Financing of the Improvements 29

4.13.1 No Encumbrances Except Deeds of Trust Securing Loans for the Improvements 30

4.13.2 Holder Not Obligated to Construct Improvements 31

4.13.3 Notice of Default to Site Mortgagee or Deed of Trust Holders 31

4.13.4 Intentionally Blank 32

4.13.5 Right of Authority to Cure Deed of Trust Default 32

4.13.6 No Subordination of Density Bonus Regulatory Agreement 32

5. COVENANTS AND RESTRICTIONS 32

5.1 Use Covenants 32

5.2 Affordable Housing Requirements 32

5.3 Relationship to Bond Requirements 33

5.4 Maintenance of the Site 33

6. REFINANCING NET PROCEEDS 33

7. DEFAULTS, REMEDIES, AND TERMINATION 33

7.1 Default Remedies 33

7.2 Institution of Legal Actions 33

7.3 Termination by Developer 33

7.3.1 Termination Prior to Leasehold Transfer 33

7.4 Termination by Authority 34

7.4.1 Termination Prior to Leasehold Transfer 34

7.5 Acceptance of Service of Process 35

7.6 Rights and Remedies Are Cumulative 35

7.7 Inaction Not a Waiver of Default 35

7.8 Applicable Law 35

7.9 More Restrictive Covenants 35
7.10 Enforced Delay 35
7.11 Non-Liability of Officials and Employees of Authority 35
7.12 Relationship Among Authority, City and Developer 36
7.13 Authority and City Approvals and Actions 36
7.14 Real Estate Brokers 36
7.15 Attorneys' Fees 36
7.16 Limitation Upon Funding 36
7.17 Limited Non-recourse Liability of Developer 36
8. MISCELLANEOUS 36
8.1 Obligations Unconditional and Independent 36
8.2 Notices 37
8.3 Survival of Representations and Warranties 38
8.4 No Third Parties Benefited Except for City 38
8.5 Prohibition on Assignment 38
8.6 City Option to Acquire 38
8.7 Counterparts 39
8.8 Prior Agreements 39
8.9 Governing Law 39
8.10 Severability of Provisions 39
8.11 Headings 39
8.12 Conflicts 40
8.13 Time of the Essence 40
8.14 Conflict of Interest 40
8.15 Warranty Against Payment of Consideration 40

ATTACHMENTS

ATTACHMENT NO. 1	MAP OF THE SITE
ATTACHMENT NO. 2	LEGAL DESCRIPTION OF THE SITE
ATTACHMENT NO. 3	SCHEDULE OF PERFORMANCE
ATTACHMENT NO. 4	[INTENTIONALLY OMITTED]
ATTACHMENT NO. 5	NOTICE OF AFFORDABILITY RESTRICTIONS
ATTACHMENT NO. 6	GROUND LEASE
ATTACHMENT NO. 7	CALCULATION OF AFFORDABLE RENTS (2022)
ATTACHMENT NO. 8	REQUEST FOR NOTICE OF DEFAULT
ATTACHMENT NO. 9	SCOPE OF DEVELOPMENT
ATTACHMENT NO. 10	[INTENTIONALLY OMITTED]
ATTACHMENT NO. 11	REGULATORY AGREEMENT (GRANT FUNDS) WITH AUTHORITY)
ATTACHMENT NO. 12	[INTENTIONALLY OMITTED]
ATTACHMENT NO. 13	REGULATORY AGREEMENT (DENSITY BONUS) WITH CITY
ATTACHMENT NO. 14	FORMS OF GRANT AGREEMENT, LOAN AGREEMENT AND PROMISSORY NOTE

DISPOSITION AND DEVELOPMENT/AFFORDABLE HOUSING AGREEMENT

THIS DISPOSITION AND DEVELOPMENT/AFFORDABLE HOUSING AGREEMENT (the "Agreement") is dated as of _____, 2023 and is entered into by and among the **HIGHLAND HOUSING AUTHORITY**, a public body, corporate and politic ("Authority"), the **CITY OF HIGHLAND**, a municipal corporation ("City") and **WAKELAND HIGHLAND LP,** a California limited partnership ("Developer").

RECITALS

A. The City, as part of its functions as a municipal corporation under the Constitution and laws of the State of California and in connection with its municipal code, is authorized to promote the provision of affordable housing for all income segments of the community.

B. The Authority is authorized and empowered to enter into agreements for the production, improvement, or preservation of affordable housing to households of limited income, with such housing to be available at "Affordable Rent" (as defined herein).

C. The City previously activated the Redevelopment Agency of the City of Highland, a public body, corporate and politic (the "Former Agency"); the Former Agency operated under the Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

D. The Authority is a California Housing Authority acting under the California Housing Authorities Law, Part 2 of Division 24 of the Health and Safety Code (the "Housing Authorities Law"), further, Authority serves as the "housing successor" to the Former Agency, a dissolved redevelopment agency pursuant to Part 1.85 of Division 24 of the Health and Safety Code, in particular Sections 34176 and 34176.1 ("Dissolution Law") and the Dissolution Law references and incorporates certain affordable housing laws set forth in Health and Safety Code Section 33000, *et seq.* that survived the dissolution of all California redevelopment agencies and remain effective as to housing successors, including Authority.

E. The Redevelopment Plan for the Highland Redevelopment Project, sometimes referred to as the Project (herein, the "Redevelopment Project") was adopted by Ordinance No. 135 by the City (the "Redevelopment Plan").

F. Prior to dissolution, the Former Agency acquired a portion of the real property (APN 1192-431-05-0000) consisting of approximately 2.0 acres, which was funded from the Former Agency's Low- and Moderate-Income Housing Fund. The Successor Agency to the Former Agency previously transferred APN 1192-431-05-0000 to the Authority for affordable housing purposes. Post dissolution of the Former Agency, the Authority acquired the remainder of the real property (APN 1192-431-04-0000) consisting of approximately 1.73 acres located at 7433 Central Avenue, which was funded from the Successor Housing Agency's Low- and Moderate-Income Housing Asset Fund. The two parcels collectively constitute the "Site" both of which are within the corporate limits of the City. The Site is depicted and delineated on the "Map of the Site" (Attachment No. 1 hereto) and legally described on Attachment No. 2 hereto."

G. ABx1 26, as adopted by the California Legislature in 2011 (the "2011 Dissolution Act") dissolved redevelopment agencies throughout the State of California, including without limitation the Former Agency. Under the 2011 Dissolution Act, housing assets, such as the Site, were transferred to governmental entities as designated pursuant to the 2011 Dissolution Act.

H. Acting as prescribed by the 2011 Dissolution Act, the City (i) elected to act as the successor agency to the Former Agency (acting in such capacity, the "Successor Agency") and (ii) designated Authority to receive the housing assets of the Former Agency, including without limitation the Site.

I. The City Council of the City approved, by its Resolution No. 2012-005 as adopted January 27, 2012, the transfer of the housing assets of the Former Agency, including without limitation the Site, to the Authority. An oversight board (the "Oversight Board") was established, acting under the 2011 Dissolution Act, for the Successor Agency. At its meeting of Oversight Board action date transferring housing assets, by its Resolution No. OBSARDA2012-017, the Oversight Board approved and affirmed the transfer of the housing assets of the Former Agency to Authority.

J. The Authority, by its Resolution No. HA2021-002 as approved on December 14, 2021, declared the Site to be surplus and published a notice of housing availability indicating the Site would be made available by means of ground lease for affordable rental housing development purposes, which notice was transmitted to all entities listed with the California Department of Housing and Community Development (HCD) as interested entities. As provided under the applicable law and regulations, a period of sixty (60) days was established for the submittal of notices of interest. Two notices were received during the designated period; of those, one proposal was withdrawn while a second submittal, a proposal by Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation ("Developer Parent") was the only proposal that was responsive to the notification and provided for rental units that would be affordable to households at eighty percent (80%) of median income or below. Developer herein is a subsidiary of Developer Parent. Developer Parent is experienced in the development and operation of affordable multi-family housing.

K. The Authority and the City have entered into this Agreement with the Developer under which the Developer is to develop not less than ninety (90) dwelling units on the Site (the "Required Affordable Units") with 44 of those dwelling units to be restricted by the Authority for rental at "Affordable Rent" to "Senior Citizen Households" and in conformity with the "Prescribed Income Levels" (as defined in the Regulatory Agreement (Grant Funds) described below) throughout the "Required Covenant Period" (as defined below, and as described in said Regulatory Agreement (Grant Funds)). There shall be one Unit occupied by an on-site manager, and the remainder of the Units shall be available for use by "Senior Citizen Households", as defined and more fully set forth in the Regulatory Agreement (Grant Funds). Subject to the terms and conditions more particularly set forth herein, Authority is committed to lease the Site to the Developer by a ground lease (the "Ground Lease") for an annual rent of One Dollar ($1.00) per year. It is anticipated that the Ground Lease will be executed and delivered (and a Memorandum of Ground Lease executed, acknowledged and recorded) concurrently with the closing of the construction loan for the "Improvements" as defined below, through one escrow, and that the Developer's interest in the Ground Lease shall be encumbered by the construction loan deed of trust.

L. The Developer has proposed to enter into this Agreement with the Authority and the City under which Authority will transfer a leasehold interest in the Site, whereupon the Developer shall develop the Required Affordable Units thereon and concurrently develop the remaining Improvements.

M. It is contemplated that the Developer shall apply for and obtain an allocation of low income housing tax credits as generally provided for under Section 42 of the Internal Revenue Code, and possibly bonds as described below.

N. In the event the financing plan hereafter submitted by the Developer with respect to the Site Improvements includes the use of multifamily housing bonds, the issuer shall be CMFA or CDCSA, or other issuer acceptable to the parties.

O. Developer acknowledges and agrees that it will comply with the requirements pertaining to all funding sources, but in the event such requirements are similar, the most restrictive requirements/provisions shall apply in each case.

P. The parties agree that the willingness of Authority to proceed hereunder is subject to Developer diligently seeking tax credits and satisfying various milestones as described herein to demonstrate that Developer is likely to obtain funding necessary to finance the construction of the Improvements, all as more particularly set forth herein.

Q. This Agreement furthers the accomplishment of affordable housing objectives of Authority and City and is in the vital and best interest of City and the health, safety and welfare of its residents.

R. The City has delivered to the Authority some City funds, and the Authority has its own funds, which will be combined and disbursed by Authority as a grant to an affiliate of Developer, which will then loan the funds to Developer, all in order to assist the financing of the construction and development of the Improvements. (The forms of Grant Agreement, Loan Agreement and Promissory Note for such grant/loan arrangement are attached as Attachment No. 14.)

S. The Developer has requested certain incentives and waivers and connection with the Project under Section 16.40.090 of the City Municipal Code and California Government Code Section 65915 (collectively, the "Density Bonus Program"). Developer has demonstrated to the City that such incentives and waivers are justified under the Density Bonus Program, and the City, in exercising its police power with respect to the land use requirements related to Density Bonus Program will record the "Regulatory Agreement (Density Bonus)" concurrently with Developer's acquisition of the Property, and in any event prior to Developer's receipt of building permits for the Project.

T. In accordance with the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") the City has determined the Development to be categorically exempt under CEQA Guidelines Section 15332 and also exempt under CEQA Guidelines Section 15194.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. As used in this Agreement (and in all other "Project Documents" as defined below, unless otherwise defined), the following capitalized terms shall have the following meanings:

"**Affordable Rent**" has the following meaning for the purposes of this Agreement: For an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one

twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the Unit or, if lower, for that period required by TCAC in connection with the reservation of Tax Credits, 30% Tax Credit Rent. For a 50% Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the Unit or, if lower, for that period required by TCAC in connection with the reservation of Tax Credits, 50% Tax Credit Rent. "Household size appropriate to the Unit," as used herein, means two persons for each one-bedroom Unit (if any), and three persons for each two bedroom Unit. The maximum monthly rental amount of the Units shall be adjusted annually by the formula set forth above upon the promulgation of revised San Bernardino Primary Metropolitan Statistical Area median income figures by regulation of the California Department of Housing and Community Development. Actual rent charged may be less than such maximum rent.

"**Applicable Federal Rate**" means the interest rate set by the United States Treasury from time to time for the purpose of determining applicable Low Income Housing Tax Credit interest rates. The Applicable Federal Rate is published by the Internal Revenue Service in monthly revenue rulings.

"**Applicable Interest Rate**" means the following rates: (a) as to amounts with respect to which the Applicable Interest Rate is made applicable by this Agreement three percent (3%) per annum simple interest, and (b) as to amounts not paid when due, the lesser of (i) seven percent (7%) per annum simple interest, and (ii) the maximum rate permitted by applicable law.

"**Approved Construction and/or Permanent Lender**" means one or more of Bank of America, California Community Reinvestment Corporation ("CCRC"), East West Bank, Union Bank, U.S. Bank, Citibank, JP Morgan Chase, Wells Fargo Bank, Banner Bank, the California Department of Housing and Community Development or any other mutually acceptable institutional or governmental lender.

"**Area**" means the Riverside-San Bernardino Primary Metropolitan Statistical Area, as periodically defined by HUD.

"**Asset Management Fee**" means for the Improvements provided that the development of the Site is accomplished in conformance with this Agreement, Twelve Thousand Dollars ($12,000.00) per year, increasing at a rate of three percent (3%) per annum.

"**Authority**", as set forth in the first paragraph of this Agreement, means the Highland Housing Authority, a public body, corporate and politic, exercising governmental functions and powers and organized under the Housing Authorities Law, and any assignee of or successor to its rights, powers and responsibilities.

"**Authority Amount**" means Four Million Five Hundred Seventy Seven Thousand Dollars ($4,577,450.00).

"**Authority Conditions Precedent**" is defined in Section 3.1.

"**Authority Regulatory Agreement**" or "**Regulatory Agreement (Grant Funds)**" means Attachment No. 11 to this Agreement.

"Authority Program Compliance Annual Review Fee" means the fee described in the Authority Regulatory Agreement.

"**Authority Escrow**" is described in Section 2.2.

"**Bank Deed of Trust**" means a deed of trust, among an Approved Construction and/or Permanent Lender, as beneficiary and Developer as trustor and First American Title or another mutually acceptable title insurer as trustee, in connection with the construction loan provided by an Approved Construction and/or Permanent Lender to Developer. The Bank Deed of Trust securing payment with regard to the Improvements shall only encumber the Site.

"Base Period" means a period of sixty-eight (68) years commencing as of the Commencement Date of the Ground Lease.

"**Bond Counsel**" means bond counsel selected by issuer at its discretion for all purposes associated with this Agreement and the implementation hereof.

"**Bond Regulatory Agreement**" means the regulatory agreement, as prepared by Bond Counsel, which it is contemplated may be required to be recorded against the Site with respect to the issuance of multifamily housing bonds in the event an allocation is obtained for the Improvements from CDLAC and Bonds are used in connection with the financing of such improvements. The Bond Regulatory Agreement shall be in a form provided by the issuer.

"**Bonds**" means multifamily conduit revenue bonds issued in connection with the Improvements.

"**Building Permit**" means the building permit(s) issued by City and required for the Improvements.

"**Calculation of Affordable Rents**" means Attachment No. 7 to this Agreement.

"**CDLAC**" means the California Debt Limit Allocation Committee.

"**City**" is defined in the first paragraph hereof.

"**City Code**" means the Municipal Code of the City of Highland as may be amended from time to time.

"**City Manager**" means the City Manager of the City or his or her designee.

"**Closing**" is defined in Section 2.4.2.

"**Contractor**" or "**General Contractor**" means one or more general contractors hired by Developer to perform and complete, or to engage and supervise others to perform and complete, the construction of the Project and all other on-site and off-site improvements required to be constructed in connection with the Project, all of which shall be in accordance with the Scope of Improvements, the land use entitlements as and when approved by City, and construction plans as hereafter approved by City.

"**County**" means the County of San Bernardino, California.

"**Date of Agreement**" means the date of this Agreement.

"**Default**" is defined in Section 7.1.

"**Determination Date**" means the date that is 120 days after the Date of Agreement.

"**Developer**" means Wakeland Highland LP, a California limited partnership, with Wakeland Housing and Development Corporation as the General Partner.

"**Developer Fee**" means the amount permitted by applicable law, as determined by TCAC, as the developer fee in connection with the award of a reservation of Tax Credits for the Improvements.

"**Environmental Laws**" means all laws, ordinances and regulations relating to Hazardous Materials, including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.*; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901, *et seq.*; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601, *et seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 *et seq.*; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11001 *et seq.*; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f *et seq.*; all comparable state and local laws, laws of other jurisdictions or orders and regulations; and all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over Authority, Developer, or the Site.

"**Escrow Holder**" means Stewart Title Company, San Diego.

"**Event of Default**" has the meaning set forth in Section 7.1.

"**Executive Director**" means the Executive Director of Authority or his or her designee or delegate.

"**Extremely Low Income Households**" means households earning not greater than thirty percent (30%) of Median Income for the Area pursuant to Health and Safety Code Section 50106 at initial occupancy.

"**Extremely Low Income Unit**" means a Unit occupied at Affordable Rent by an Extremely Low Income Household.

"**Final Improvements Budget**" means a detailed enumeration of all projected costs of construction of the Improvements including all costs and off-site improvements required to be constructed under this Agreement.

"**Governmental Requirements**" means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, Authority, or instrumentality exercising jurisdiction over Developer or the Site.

"**Grant Agreement**" means an agreement by and among Authority, City, and Wakeland substantially in the form of Attachment No. 14 to this Agreement.

"**Ground Lease**" means a ground lease with respect to the Site substantially in the form of Attachment No. 6.

"**Hazardous Material**" or "**Hazardous Materials**" means and include any substance, material, or waste which is or becomes regulated by any local governmental authority, including the County, the Regional Water Quality Control Board, the State of California, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos and/or asbestos containing materials; (vii) lead based paint or any lead based or lead products; (viii) polychlorinated biphenyls, (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. Section 6903); (xi) Methyl Tertiary Butyl Ether; (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, *et seq.* (42 U.S.C. Section 9601); (xiii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Governmental Requirements either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to the environment; and/or (xiv) lead based paint pursuant to and defined in the Lead Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Improvements Act, 42 U.S.C. § 4800, *et seq.*, specifically §§ 4821–4846, and the implementing regulations thereto. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities below attainment levels identified in one or more of the enactments identified above as Governmental Requirements, including those product and amounts as are customarily used in the construction, maintenance, rehabilitation, management, operation and residence of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Improvements, including without limitation alcohol, aspirin, tobacco and saccharine.

"**Hazardous Materials Contamination**" means the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air or other elements on, in, or under the Site by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time (whether before or after the Date of Agreement) emanating from the Site.

"**HCD**" means the Housing and Community Development Department of the State of California.

"**Improvements**" or "**Project**" means all of the improvements to be made to the Site and including such offsite improvements and/or other matters as may be required by City as conditions of development for those improvements alluded to in the Scope of Improvements.

"**Indemnitees**" is defined in Section 1.6.3.

"**Lease Year**" means the period commencing as of the Commencement Date of the Ground Lease and ending as of December 31 of that calendar year, then each succeeding calendar year thereafter during the Term of the Ground Lease; provided that the final Lease Year may be a portion of a calendar year.

"**Leasehold Transfer**" means the transfer of a leasehold interest by the Ground Lease to the Lessee.

"**Legal Description of the Site**" means Attachment No. 2 to this Agreement.

"**Lessee**" means the ground lessee under the Ground Lease.

"**Lessee Title Policy**" is defined in Section 2.6.

"**Low Income Households**" or "**Lower Income Households**" means, for purposes of this Agreement, households earning not greater than sixty percent (60%) of Median Income at initial occupancy.

"**Low Income Unit**" or "**Lower Income Unit**" means a Unit occupied at Affordable Rent by a Low Income Household.

"**Material Adverse Change**" shall mean any event which is reasonably likely to have a material adverse effect on Developer's ability to fulfill its obligations under this Agreement or any form or type of implementing document ("Transaction Document"), including without limitation:

(a) a voluntary or involuntary bankruptcy of Developer (which is not dismissed within ninety (90) days of institution);

(b) a court order placing Developer under receivership;

(c) a sale of all or substantially all of the assets held by Developer, except any such sale made in accordance with the terms of this Agreement;

(d) any violation of Developer or other failure of Developer to comply at all times with any applicable law, statute, ordinance, code, rule, regulation, judgment, order, ruling, condition or other requirement of a statutory, regulatory, administrative, judicial or quasi-judicial nature or any other legal or governmental requirement of whatever kind or nature related to the Project, which violation is likely to have a material adverse effect on the ability of Developer to perform its duties and obligations under any Transaction Document; and/or

(e) Developer incurs one or more liabilities, contingent or otherwise, or pending or threatened litigation or any asserted claim or unasserted claim known to Developer exists against Developer with respect to the Project, which would have a material adverse effect on its ability to perform its duties and obligations under any Transaction Document.

"**Materially Adverse Conditions**" are surface or subsurface conditions of the Site which: (i) are not apparent from a visual inspection of the surface of the Site; and (ii) (a) include the presence of Hazardous Materials at the Site in excess of currently applicable levels permitted under federal or state law, or (b) include the presence of conditions not typically found in properties within City and which a mutually acceptable independent third party geotechnical and/or environmental assessment and remediation firm retained by Developer estimates will increase development costs by over One Hundred Thousand Dollars ($100,000.00) as to the Improvements.

"**Median Income**" means Median Income for the Site revised from time to time (namely, the County), as set forth by regulation of the California Department of Housing and Community Development pursuant to Health and Safety Code Sections 50079.5 and 50105.

"**Memorandum of Ground Lease**" means a memorandum of Ground Lease to be prepared by Authority.

"**Milestones**" means each of the following: (i) making of the Required Submittals; and (ii) implementing Required Submittal Modifications.

"**Notice**" means a notice in the form prescribed by Section 8.2 hereof.

"**Notice of Affordability Restrictions**" means Attachment No. 5.

"**Official Records**" means, unless the context otherwise requires, the official land records of the County Recorder of the County of San Bernardino.

"**Permitted Senior Lien**" means collectively, the deeds of trust securing the Primary Construction Loan and the Primary Permanent Loan for the Improvements.

"**Primary Construction Loan**" means the mortgage loans and letters of credit obtained by Developer from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the development (but not the operation) of the Improvements pursuant to this Agreement.

"**Primary Permanent Loan**" means the mortgage loans obtained by Developer from a state agency or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution in an amount limited to satisfaction of the outstanding balance of the Primary Construction Loan or in an amount in excess of such outstanding balance.

"**Principals**" means Wakeland.

"**Project Documents**" means, collectively, this Agreement, the Regulatory Agreement (Density Bonus), the Ground Lease, the Regulatory Agreement (Grant Funds), the Notice of Affordability Restrictions, and any other agreement, document, or instrument that Authority requires in connection with the execution of this Agreement or from time to time to effectuate the purposes of this Agreement.

"**Recordable Documents**" means the following: (i) the Memorandum of Ground Lease; (ii) the Bond Regulatory Agreement (if applicable); (iii) the Regulatory Agreement (Density Bonus); (iv) the Regulatory Agreement (Grant Funds); (v) the Notice of Affordability Covenants; (vi) the Bank Deed of Trust as to the Site; (vii) if applicable, 1-UCC Financing Statement by Developer in favor of

an Approved Construction and/or Permanent Lender (as construction lender) for filing as a fixture filing in the County as to the Site; (viii) such instruments as designated by the Executive Director in connection with sources of financing which must be subordinate to and not interfere with the enforcement of the Regulatory Agreement (Density Bonus) and the City's other land use codes and regulations; (ix) the Wakeland Deed of Trust; and (x) such other instruments, if any, as shall be approved by the Executive Director (upon consultation with Authority's legal counsel) as necessary or convenient to effectuate and implement the initial financing of the Improvements (and the permanent financing thereof), including any subordination agreement required by a secured lender as a condition to its loan that subordinates the Regulatory Agreement (Grant Funds) and Notice of Affordability Restrictions to such lender's deed of trust.

"**Refinancing Net Proceeds**" means the proceeds of any refinancing of any of the Primary Construction Loan or the Primary Permanent Loan or other approved financing secured by the leasehold interest of Developer in the Site, net of: (i) the amount of the existing financing which is satisfied out of such proceeds of the refinancing loan; (ii) reasonable and customary costs and expenses incurred in connection with the refinancing, as shown by reasonable evidence delivered to the Authority; (iii) the costs of further improvements to the Project, which are for the benefit of the residents of the Project, as approved in good faith and in writing by the by the Executive Director prior to the closing of the refinancing based on reasonable evidence of such costs, and which Developer covenants in writing to diligently complete; (iv) the balance of loans secured by the Site made by the limited partners of Developer for development or operating deficits, amounts expended to maintain compliance with the Tax Credit Rules, or contributions for capital expenditures in excess of available Project revenues, if any, including interest at the Applicable Federal Rate, all as shown by reasonable evidence delivered to the Executive Director; (v) the balance, if any, of operating loans or development loans made by the general partners of Developer to the Improvements, including interest at the Applicable Federal Rate, as shown by reasonable evidence delivered to the Executive Director; (vi) payment of unpaid Tax Credit adjustment amounts or reimbursement of Tax Credit adjustment amounts paid by the administrative and/or managing general partners and/or the guarantors as to the Improvements or the Site pursuant to the approved Partnership Agreement, if any, and shown by reasonable evidence delivered to the Executive Director; and (vii) the payment of a refinancing fee or developer fee, which fee is and shall be subject to the reasonable approval of the Executive Director at the time of each refinancing and which shall be commercially reasonable.

"**Relocation**" or "**Relocation Laws**" means all applicable federal and state relocation laws and regulations, including without limitation, (i) the relocation obligations of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), 42 U.S.C. 4201–4655, and the implementing regulations thereto set forth in 49 C.F.R. Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, *et seq*. and the implementing regulations thereto set forth in Title 25, Section 6000, *et seq*. of the California Code of Regulations to the extent required to be applied as a matter of law, and (iii) any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation goodwill and furnishings, fixtures and equipment, and moving expenses), and (iv) any federal law or regulation prohibiting payment of relocation benefits or assistance to persons ineligible for relocation benefits or assistance. Developer shall be solely responsible for payment of any and all costs, expenses, and payments required to be made and/or incurred pursuant to any and all applicable Relocation Laws; neither authority nor City shall incur any costs or expenses as a result of the application of the Relocation Laws to the Improvements or this Agreement.

"**Request for Notice of Default**" means Attachment No. 8 or such other form as may hereafter be approved for such purpose by the Executive Director.

"**Required Affordable Units**" means the forty-four (44) Units required to be developed on the Site under the Ground Lease and Regulatory Agreements as senior affordable housing units.

"**Required Covenant Period**" means a period equal to the Base Period (which is the term of the Ground Lease).

"**Required Submittal Modifications**" means modifications to a Required Submittal which are reasonably calculated to achieve a reservation of Tax Credits in an amount of not less than the Tax Credit Amount in the next round of Tax Credits; provided that, unless otherwise agreed to by the Parties, such modifications shall not include any infusion of Authority or City moneys other than those amounts expressly set forth in this Agreement for such purpose.

"**Required Submittals**" means submittals by Developer for a reservation of Tax Credits..

"**Schedule of Performance**" means Attachment No. 3 to this Agreement. The Schedule of Performance sets forth the dates by which Authority and Developer are to perform certain obligations under this Agreement.

"**Scope of Improvements**" means Attachment No. 9 to this Agreement.

"**Site**" means that real property depicted on the Map of the Site and described with greater particularity by the Legal Description of the Site. The Site consists of approximately 3.76 acres. Except to the extent the context requires otherwise, all references hereunder to the Site are to that certain leasehold interest created under the Ground Lease.

"**Site Report**" is defined in Section 2.5.

"**Subcontractor**" and "**Subcontractors**" means, individually and collectively, one or more subcontractors hired by Developer's Contractor for the Project to perform and complete, or to engage and supervise others to perform and complete, the construction of the Project and all other on-site and off-site improvements required to be constructed in connection with the Project, all of which shall be in accordance with the Scope of Improvements, the land use entitlements as and when approved by City, and construction plans as hereafter approved by City.

"**TCAC**" means the Tax Credit Allocation Committee of the State of California.

"**Tax Credit Amount**" means the amount of tax credit equity provided by the Project's tax credit investor.

"**Tax Credit Deadline**" means June 30, 2026, or such later date to which it may be extended in writing by the Executive Director subject to the limitation in the Schedule of Performance.

"**Tax Credit Rules**" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing, including without limitation the program regulations promulgated by TCAC.

"**Tax Credits**" means 4% Housing Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* or 9% Housing Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and related California law.

"**Term of the Ground Lease**" means the 68 year term of the Ground Lease.

"**Title Company**" shall be Stewart Title Company, or another title insurer mutually acceptable to Authority and Developer.

"**Transaction Document**" has the meaning established therefor in the definition of Material Adverse Change.

"**Unit**" means each of the ninety (90) dwelling units required to be developed by Developer under this Agreement.

"**Very Low Income Unit**" means a Unit which is restricted by the Authority to Very Low Income Households.

"**Very Low Income Households**" or "**50% Very Low Income Households**" means households earning not greater than fifty percent (50%) of Median Income for the Area pursuant to Health and Safety Code Section 50105.

"**Wakeland**" or "**Developer Parent**" means Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation.

"**Wakeland Deed of Trust**" means a deed of trust as to the leasehold interest transferred under the Ground Lease to secure the loan being made by Wakeland to the Developer under the Loan Agreement attached as part of Attachment No. 14.

"**Year**" means a calendar year.

1.2 Singular and Plural Terms. Any defined term used in the plural in this Agreement or any Project Document shall refer to all members of the relevant class and any defined term used in the singular shall refer to any number of the members of the relevant class.

1.3 References and Other Terms. Any reference to this Agreement or any Project Document shall include such document both as originally executed and as it may from time to time be modified. References herein to Articles, Sections and Attachments shall be construed as references to this Agreement unless a different document is named. References to subparagraphs shall be construed as references to the same Section in which the reference appears. The term "document" is used in its broadest sense and encompasses agreements, certificates, opinions, consents, instruments and other written material of every kind. The terms "including" and "include" mean "including (include) without limitation."

1.4 Exhibits Incorporated. All attachments and exhibits to this Agreement, as now existing and as the same may from time to time be modified, are incorporated herein by this reference.

1.5 Representations and Warranties.

1.5.1 Authority Representations. Authority represents and warrants to Developer as follows:

(a) Authority. Authority is the fee owner of the Site. Authority is a public body, corporate and politic, existing pursuant to the Housing Authorities Law, which has been authorized to transact business pursuant to action of City. Authority has full right, power and lawful authority to lease the Site as provided herein and the execution, performance, and delivery of this Agreement by Authority has been fully authorized by all requisite actions on the part of Authority. The parties who have executed this Agreement on behalf of Authority are authorized to bind Authority by their signatures hereto.

(b) Litigation. To the Authority's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Site or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

(c) No Conflict. To the Authority's knowledge, Authority's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Authority is a party or by which it is bound.

(d) No Authority Bankruptcy. Authority is not the subject of a bankruptcy proceeding.

Until the Leasehold Transfer, Authority shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.5.1 not to be true as of the Leasehold Transfer, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation shall not be deemed a breach by Authority hereunder but shall constitute an exception which Developer shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the area being leased (namely, the Site). If Developer elects to accept the Leasehold Transfer and possession of the Site following disclosure of such information, Authority's representations and warranties contained herein shall be deemed to have been made as of the Leasehold Transfer, subject to such exception(s). The representations and warranties set forth in this Section 1.5.1 shall survive the Leasehold Transfer.

1.5.2 City Representations. City represents and warrants to Developer as follows:

(a) City. City is a municipal corporation. City has full right, power and authority to engage in such activities as are provided under this Agreement to be undertaken by City. The parties who have executed this Agreement on behalf of City are authorized to bind City by their signatures hereto.

(b) Litigation. To the City's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Site or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign.

(c) No Conflict. To the City's knowledge, City's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(d) No City Bankruptcy. City is not the subject of a bankruptcy proceeding.

Until the Leasehold Transfer, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.5.2 not to be true as of the Leasehold Transfer, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation shall not be deemed a breach by City hereunder but shall constitute an exception which Developer shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the area being leased (namely, the Site). If Developer elects to accept the Leasehold Transfer and possession of the Site following disclosure of such information, City's representations and warranties contained herein shall be deemed to have been made as of the Leasehold Transfer, subject to such exception(s). The representations and warranties set forth in this Section 1.5.2 shall survive the Leasehold Transfer.

1.5.3 Developer Representations. Developer represents and warrants to each of City and Authority as follows:Developer is a duly organized limited partnership organized within and in good standing under the laws of the State of California. Developer has full right, power and lawful authority to lease and accept leasehold title to and possession of the Site, and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer. The parties who have executed this Agreement on behalf of Developer are authorized to bind Developer by their signatures hereto.

(b) Litigation. To the Developer's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting Developer, at law or in equity before any court or governmental agency, domestic or foreign.

(c) No Conflict. To the Developer's knowledge, Developer's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(d) No Developer Bankruptcy. Developer is not the subject of a bankruptcy proceeding.

(e) Developer Experience; Sophisticated Party. Developer is a sophisticated party, whose sponsor has substantial experience in the acquisition, rehabilitation, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, including rental projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. Developer is familiar with and has reviewed all laws and regulations pertaining to the development and operation of the Improvements, including without limitation the Tax Credit Rules, and has obtained advice from any advisers of its own choosing in connection with this Agreement.

(f) Due Authorization and Execution. Developer has duly authorized the execution of this Agreement.

Until the Leasehold Transfer, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 1.5.3 not to be true as of the Leasehold Transfer, immediately give written notice of such fact or condition to each of City and Authority. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder

but shall constitute an exception which each of City and Authority shall have a right to approve or disapprove if such exception would have an effect on the development and/or operation of the Site. If Authority elects to proceed with the Leasehold Transfer following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of the Leasehold Transfer, subject to such exception(s). The representations and warranties set forth in this Section 1.5.3 shall survive the Leasehold Transfer.

1.5.4 No Material Adverse Change. Developer hereby represents and warrants, as of the Date of Agreement, that all documents, materials and information provided by Developer to Authority relating to Developer's qualifications, financial strength, and ability to perform its obligations hereunder are true, correct and complete in all material respects as of their respective dates and no Material Adverse Change has occurred or is reasonably likely to occur that would make any such documents, materials or information incorrect, incomplete, or misleading in any material respect.

(a) Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in Sections 1.5.3 and 1.5.4 not to be true in all material respects (i) as of Date of Agreement, and (ii) again, as of the Leasehold Transfer, immediately give written Notice of such fact or condition to Authority. Such exception(s) to a representation shall not be deemed a Default by Developer hereunder but shall constitute an exception which Authority shall have a right to approve or disapprove if Authority, in its sole discretion, determines that such exception would have an effect on the value of the Project or Developer's ability to perform Developer's obligations under this Agreement, the Project Documents and the Transaction Documents. If Authority, acting in its sole discretion, elects to close the Escrow following disclosure of such information, Developer's representations and warranties contained in Sections 1.5.3 and 1.5.4 shall be deemed to have been made as of both the Date of Agreement and the Leasehold Transfer, subject to stated exception(s). If, following the disclosure of such information, Authority elects, acting in its sole discretion, to fund Developer's acquisition of the Site or to not close the Escrow related to Developer's financing, then Authority shall give Notice to Developer of such election within ten (10) days after disclosure of such information and this Agreement and the Escrow shall thereafter automatically terminate and neither party shall have any further rights, obligations or liabilities hereunder.

1.5.5 Survival of Representations. The representations and warranties set forth in Section 1.5.3 and 1.5.4, as altered and as described in Section 1.5.4, shall survive the Leasehold Transfer. During the entire Required Covenant Period, within five (5) business days following a written request from Authority or City, Developer shall either re-affirm in writing the material truth and accuracy of the representations and warranties set forth in Sections 1.5.3 and 1.5.4 or identify any material inaccuracies of such representations and warranties. The fact that a representation or warranty contained in Sections 1.5.3 and 1.5.4 has become inaccurate or misleading shall not, in and of itself, constitute a breach under this Agreement or the Project Documents; however, (i) failure to notify Authority of material inaccuracies in these representations and warranties within ten (10) business days of Authority's request for such information, and (ii) any overt material misrepresentation by Developer relating to such representations and warranties shall each constitute a Default under this Agreement, subject to delivery of Notice and expiration of the cure rights provided in this Agreement.During the entire Required Covenant Period, Developer shall have the ongoing obligation to promptly (but in no event later than five (5) business days following a Material Adverse Change) inform Authority (in writing) of the occurrence of any Material Adverse Change.

1.6 Environmental Condition of the Site.

1.6.1 Studies and Reports. Prior to the Leasehold Transfer, Developer may obtain data and make any other or additional surveys, tests, studies, and reports necessary to evaluate the suitability of the Site for the Improvements, including the investigation of the environmental condition of the Site (collectively, the "Studies"). Any studies undertaken on the Site by Developer prior to the Leasehold Transfer shall be done at the sole expense of Developer, and Developer shall make arrangements with Authority prior to undertaking such work and entering the Site. Any studies shall be undertaken only after Developer has secured the consent of Authority and any necessary permits therefor from the appropriate governmental agencies, including without limitation City. Developer hereby agrees to promptly provide each of City and Authority with any and all Studies relating to the environmental condition of the Site upon Developer's acquisition thereof.

1.6.2 Approval of Environmental Condition of the Site. Prior to the Leasehold Transfer, Developer shall approve or disapprove the environmental condition of the Site by written notice to each of City and Authority. In the event that Developer disapproves the environmental condition of the Site, this Agreement may be terminated as provided in Section 7.3 hereof prior to the Leasehold Transfer for the Improvements. In the event Developer disapproves the condition of the Site because it determines that environmental remediation is required to place the Site in a condition suitable for use as required hereunder any party to this Agreement may terminate this Agreement as provided herein prior to the Leasehold Transfer.

1.6.3 Indemnification. Developer shall save, protect, pay for, defend (with counsel acceptable to each of Authority and City), indemnify and hold harmless each of Authority, City, and their respective elected and appointed officials, officers, employees, attorneys, representatives, volunteers, contractors and agents (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and remedial and response costs and third-party claims or costs) (the foregoing are hereinafter collectively referred to as "Liabilities") that may now or in the future be incurred or suffered by Indemnitees by reason of, resulting from, in connection with or arising in any manner whatsoever as a direct or indirect result of: (i) the presence, use, release, escape, seepage, leakage, spillage, emission, generation, discharge, storage, or disposal of any Hazardous Materials in, on, under, or about, or the transportation of any such Hazardous Materials to or from, the Site occurring after the Closing or caused or contributed to by Developer; (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, leakage, spillage, emission, escape, discharge, storage, disposal, or transportation of Hazardous Materials in, on, under, or about, or to or from, the Site by Developer or occurring after Closing or caused by Developer; (iii) the physical and environmental condition of the Site caused or contributed to by Developer or occurring after the Closing, and (iv) any Liabilities caused or contributed to by acts or omissions of Developer relating to any Environmental Laws and other Governmental Requirements relating to Hazardous Materials and/or the environmental and/or physical condition of the Site. The foregoing indemnification shall continue in full force and effect regardless of whether such condition, liability, loss, damage, cost, penalty, fine, and/or expense shall accrue or be discovered before or after the termination of the Required Covenant Period. This indemnification supplements and in no way limits the indemnification set forth in Section 4.5.

1.6.4 Duty to Prevent Hazardous Material Contamination. During the construction, development, operation and management of the Improvements, Developer shall take all

necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Site. Such precautions shall include, but not be limited to, compliance with all Environmental Laws and other Governmental Requirements. Developer shall notify each of City and Authority, and provide to each of City and Authority a copy or copies of any notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to all Environmental Laws and other Governmental Requirements, and Developer shall report to each of City and Authority, as soon as possible after each incident, any unusual or potentially important incidents in the event of a release of any Hazardous Materials into the environment.

1.6.5 Release of Indemnitees by Developer. Developer hereby waives, releases and discharges forever the Indemnitees from all present and future claims, demands, suits, legal and administrative proceedings and from all liability for damages, losses, costs, liabilities, fees and expenses, including attorneys' fees, court and litigation costs and fees of expert witnesses, present and future, arising out of or in any way connected with Developer's possession or use of the Site, improvement of the Site in accordance with this Agreement, the Scope of Improvements, and the land use entitlements obtained by Developer for the Improvements, and for the operation of the Improvements at the Site, of any Hazardous Materials on the Site from the activities of Developer or arising from and after the Closing or the existence of Hazardous Materials contamination in any state on, under, or about the Site, from the activities of Developer or arising from and after the Closing. In connection with the foregoing, Developer acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code that provides as follows:

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

As such relates to this Section 1.6.5, Developer hereby waives and relinquishes all rights and benefits that it may have under Section 1542 of the California Civil Code.

Notwithstanding the foregoing, this waiver, discharge, and release shall not be effective in the event the presence or release of Hazardous Materials on the Site occurs as a result of the gross negligence or willful misconduct of Authority or City or their respective officers, employees, representatives and agents.

1.6.6 Environmental Inquiries. Developer shall notify each of City and Authority upon receipt, and provide to Authority a copy or copies, of the following environmental permits, disclosures, applications, entitlements or inquiries relating to the Site and the Improvements: notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Environmental Laws and other applicable Governmental Requirements relating to Hazardous Materials and underground tanks, and Developer shall report to each of City and Authority, as soon as possible after each incident, all material information relating to or arising from such incident, including, but not limited to, the following: All required reports of releases of Hazardous Materials, including notices of any release of Hazardous Materials as required by any Governmental Requirements;

(b) All notices of suspension of any permits relating to Hazardous Materials;

(c) All notices of violation from federal, state or local environmental authorities relating to Hazardous Materials;

(d) All orders under the State Hazardous Waste Control Act and the State Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions;

(e) All orders under the Porter Cologne Act, including corrective action orders, cease and desist orders, and clean up and abatement orders;

(f) Any notices of violation from OSHA or Cal OSHA concerning employees' exposure to Hazardous Materials;

(g) All complaints and other pleadings filed against Developer relating to Developer's storage, use, transportation, handling or disposal of Hazardous Materials on or about the Site; and

(h) Any and all other notices, citations, inquiries, orders, filings or any other reports containing information which would have a materially adverse effect on the Site or Authority's liabilities or obligations relating to Hazardous Materials.

In the event of a release of any Hazardous Materials into the environment, Developer shall, as soon as possible after obtaining knowledge of the release, furnish to each of City and Authority a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of City and/or Authority, but subject to any limitations imposed by law or by court order, Developer shall furnish to each of City and Authority a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Site in Developer's possession and/or shall notify each of City and Authority of any environmental entitlements or inquiries relating to or affecting the Site within Developer's actual or constructive knowledge if Developer is not in possession of same, including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

2. DISPOSITION OF THE SITE

2.1 Leasing of the Site. The Authority is owner of the Site as a result of the designation by City of Authority to receive the housing assets of the Former Agency following the enactment and effectiveness of the 2011 Dissolution Act, including without limitation improvements thereon. The conveyance of a leasehold interest in the Site under the Ground Lease is to be accomplished as set forth in Sections 2.1 to 2.4 hereof.

Based upon its preliminary review, Developer believes that the Site is suitable for the development and use provided under this Agreement. Developer shall, within thirty (30) days of the Date of Agreement, conduct such investigation as to the Site, including on-site testing, as it deems necessary or appropriate. On or before the Determination Date, Developer shall notify Authority to the following effect: (i) that Developer has determined that there are not Materially Adverse

Conditions on the Site, or (ii) that there are Materially Adverse Conditions on the Site but Developer has located funding sources to remediate, remove or otherwise satisfy such Conditions and that Developer elects to proceed to accept the Leasehold Transfer and proceed with performance, or (iii) that there are Materially Adverse Conditions on the Site and Developer elects to terminate pursuant to Section 7.3.1 hereof unless Authority and Developer agree, within (15) days following the date such notice is received by Authority to otherwise resolve such conditions.

Subject to the satisfaction of the Authority Conditions Precedent, Developer and Authority will enter into the Ground Lease as provided herein. In consideration of Authority entering into the Ground Lease, Developer shall pay rent under the Ground Lease, and shall comply with and cause the use of the Site to conform to (a) the Ground Lease, the Regulatory Agreement (Grant Funds) throughout the Required Covenant Period as applicable to the Site under the Ground Lease and (B) the other Project Documents.

2.2 Escrow. The parties shall open an escrow (the "Authority Escrow") with the Escrow Holder, by the time established in the Schedule of Performance for the Leasehold Transfer, and the recordation and delivery of documents described in Section 2.4.4. The Authority and Developer agree to execute such escrow instructions as may be reasonably required to implement this Section 2.2.

2.3 Costs of Escrow. The Authority, the City and the Developer shall pay their respective portions of the premium for the Lessee Title Policy as set forth in Section 2.6 hereof, Authority shall pay for the documentary transfer taxes, if any, due with respect to the Leasehold Transfer, and Developer and Authority each agree to pay one-half of all other usual fees, charges, and costs which arise from Escrow.

2.4 Escrow Instructions. This Agreement constitutes the joint escrow instructions of Developer, City and Authority, and the Escrow Holder to whom these instructions are delivered is hereby empowered to act under this Agreement with respect to the leasehold transfer of the Site by Authority to Developer. The parties hereto agree to do all acts reasonably necessary to close the Authority Escrow in the shortest possible time. Insurance policies for fire or casualty are not to be transferred, and Authority will cancel its own policies after the Leasehold Transfer. All funds received in the Authority Escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire from such account.

If in the opinion of any of Developer, City or Authority it is necessary or convenient in order to accomplish the Leasehold Transfer, such party may require that the parties sign supplemental escrow instructions consistent with this Agreement. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of this Agreement. The Leasehold Transfer shall take place when the Authority Conditions Precedent have been satisfied and the parties authorize closing. Escrow Holder is instructed to release Authority's escrow closing and Developer's escrow closing statements to the respective parties.

2.4.1 Authority of Escrow Holder. Escrow Holder is authorized to, and shall:

(a) Pay and charge Developer and Authority for their respective shares of the premium of the Lessee Title Policy as set forth in Section 2.6 and any amount necessary to place title in the condition necessary to satisfy Section 2.5 of this Agreement.

(b) Pay and charge Developer and Authority for their respective shares of any escrow fees, charges, and costs payable under Section 2.3 of this Agreement.

(c) Pay and charge Developer for any endorsements to the Lessee Title Policy which are requested by Developer.

(d) Disburse funds and record the Recordable Documents in the order set forth in Section 2.4.4 below, and take the other actions described therein.

(e) Deliver the counterpart original of the Ground Lease executed by the Authority to Developer, and deliver the counterpart original of the Ground Lease executed by the Developer to the Authority.

(f) Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

2.4.2 Closing. The Closing (as defined below) shall occur within thirty (30) days of the parties' satisfaction of all of Authority Conditions Precedent, but in no event later than the last day established in the Schedule of Performance for the Leasehold Transfer. The "Closing" means the time and day all of the Regulatory Agreement (Grant Funds), the Regulatory Agreement (Density Bonus), the Notice of Affordability Restrictions, the Memorandum of Ground Lease and the deed of trust securing the construction loan for the Improvements and the Wakeland Deed of Trust have been recorded by the County Recorder among the Official Records, and counterparts of the Ground Lease has been executed by each party thereto and delivered to escrow (for further delivery to the other party, upon recording of recordable documents). The "Closing Date" means the day on which the Closing occurs.

2.4.3 Termination of Escrow. If the Authority Escrow is not in condition to close by the time established therefor in the Schedule of Performance, then either party which has fully performed under this Agreement may, in writing, demand the return of money or property and terminate the Authority Escrow. If either party makes a written demand for return of documents or properties, this Agreement shall not terminate until five (5) days after Escrow Holder shall have delivered copies of such demand to all other parties at the respective addresses shown in this Agreement. If any objections are raised within said five (5) day period, Escrow Holder is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual written instructions of the parties. Developer, however, shall have the sole option to withdraw any money deposited by it with respect to the Closing less Developer's share of costs of Escrow. Termination of the Authority Escrow shall be without prejudice as to whatever legal rights either party may have against the other arising from this Agreement. If no demands are made, the Escrow Holder shall proceed with the Closing as soon as possible.

2.4.4 Closing Procedures. Escrow Holder shall "close" the Authority Escrow as follows:

(a) Record the following documents in this order, unless otherwise instructed by the Authority and Developer consistent with this Agreement or if required by HCD's uniform multifamily regulations: (i) the Memorandum of Ground Lease; (ii) the Bond Regulatory Agreement (if applicable); (iii) the Regulatory Agreement (Density Bonus); (iv) the Regulatory

Agreement (Grant Funds); (v) the construction/permanent lender's deed of trust and other recordables relating to the construction/permanent loan; (vi) if applicable, 1-UCC Financing Statement by Developer in favor of an Approved Construction and/or Permanent Lender (as construction lender) for the Improvements for filing as a fixture filing in the County; (vii) the Notice of Affordability Restrictions (for the Site); (viii) a Request for Notice of Default to be recorded as to each deed of trust or financing statement recorded as to a leasehold interest in the Site under the Ground Lease; (ix) the Wakeland Deed of Trust; and (x) such other instruments, if any, as shall be approved by the Executive Director (upon consultation with Authority's legal counsel) as necessary or convenient to effectuate and implement the initial financing of the Improvements (and the permanent financing thereof).

(b) Deliver the counterpart original of the Ground Lease executed by the Authority to Developer, and deliver the counterpart original of the Ground Lease executed by the Developer to the Authority.

(c) Instruct the Title Company to deliver the Lessee Title Policy to Developer, with a copy to Authority;

(d) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(e) Deliver the FIRPTA Certificate and California withholding form, if either is or both are required by the Escrow Holder, to Developer; and

(f) Forward to both Developer and Authority a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited into Escrow, with the recording number and filing date thereon.

2.5 Review of Title. The Authority shall cause the Title Company to deliver to Developer a standard preliminary title report (the "Site Report") with respect to the leasehold interest in the Site under the Ground Lease by email to kduran@wakelandhdc.com (with hyperlinks to the title exceptions documents) within fifteen (15) days after the date of this Agreement. Developer shall have the right to reasonably approve or disapprove the title exceptions therein ("Site Exceptions"); provided, however, that Developer hereby approves the following Site Exceptions:

(a) The Redevelopment Plan (as defined in Recital E).

(b) The lien of any non-delinquent property taxes and assessments (to be prorated at close of the Authority Escrow).

(c) The provisions of the Regulatory Agreement (Density Bonus), the Regulatory Agreement (Grant Funds), the Ground Lease (and the Memorandum of Ground Lease), the Notice of Affordability Restrictions, the deed of trust for the construction loan, the Wakeland Deed of Trust and, if applicable, the Bond Regulatory Agreement.

(d) Any easements or other matters affecting title which do not materially impact Developer's use of the Site as described in the Scope of Improvements or otherwise prevent financing of the Development.

Developer shall have thirty (30) days from the date of delivery of the Site Report to give written notice to Authority and Escrow Holder of Developer's disapproval of any Site Exceptions not deemed

approved above. Developer's failure to give written disapproval within such time limit shall be deemed approval. If Developer notifies Authority of its disapproval of any Site Exceptions in the Site Report, Authority shall have ten (10) business days from the receipt of written notice of disapproval by Developer to determine whether or not it will undertake the removal of any disapproved Site Exceptions. If Authority elects to remove such Site Exceptions, it shall diligently proceed to effect the removal of such Site Exceptions. If Authority cannot remove or does not elect to remove any of the disapproved Site Exceptions within such ten (10) business day period, Developer shall have ten (10) business days after the expiration of such ten (10) business day period to either give Authority written notice that Developer elects to proceed with the ground leasing of the Site by the Ground Lease subject to the disapproved Site Exceptions or to give Authority written notice that Developer elects to terminate the Authority Escrow. The Site Exceptions to title approved by Developer as provided herein shall hereinafter be referred to as the "Condition of Title." Developer shall have the right to approve or disapprove any additional and previously unreported Site Exceptions reported by the Title Company after delivery of the Site Report except that Developer may not disapprove conditions created by Developer).

2.6 Title Insurance. Concurrently with recordation of the Memorandum of Ground Lease, there shall be issued to Developer an ALTA lessee's policy of title insurance (the "Lessee Title Policy"), in a form and amount approved by Developer's tax credit investor limited partner together with such endorsements as are reasonably requested by Developer or its tax credit investor limited partner, issued by the Title Company ensuring that the title to a leasehold interest in the Site is vested in Developer in the condition required by Section 2.1 of this Agreement. The Title Company shall provide Authority with a copy of the Lessee Title Policy. The Authority shall pay that portion of the premium for the Lessee Title Policy equal to the cost of a standard ALTA standard coverage title policy insuring a leasehold in the amount based upon the Site Value. Any additional costs, including the cost of an ALTA owner's extended coverage policy or any endorsements requested by Developer, shall be borne by Developer.

3. CONDITIONS TO DEVELOPER POSSESSION OF THE SITE

3.1 Authority Conditions Precedent. The Authority shall not effect/complete the Leasehold Transfer, as provided pursuant to this Agreement, and Developer shall not take possession of the Site (notwithstanding any provision of this Agreement to contrary effect) unless all of the following conditions precedent (the "Authority Conditions Precedent") have been fully satisfied, as determined in good faith by the Executive Director (which condition, if it requires action by Developer, shall also be a covenant of Developer):

(a) Issuance of Bonds. If the Developer finances the development of the Improvements with bonds, Developer shall have satisfied all conditions precedent to the issuance of multifamily housing bonds and such bonds shall have issued or Developer shall have notified Authority in writing that no bonds are to be issued in connection with the financing of the Improvements.

(b) Recording of Certain Documents. Each of the Regulatory Agreement (Density Bonus), the Regulatory Agreement (Grant Funds), the Memorandum of Ground Lease, the Notice of Affordability Restrictions has been recorded; any documents determined in connection with the Final Financing Package to be executed and delivered have been so executed and delivered and, where required to be recorded, have been recorded; and Developer has obtained a policy of leasehold title insurance. With the written consent of the Executive Director, and if required due to tax issues

explained in writing by Developer to the Executive Director, the Ground Lease and Memorandum of Ground Lease may record a week in advance of the closing of the construction financing.

(c) Evidence of Equity and Financing. Developer shall have provided reasonable written proof acceptable to the Executive Director of the Authority that Developer has legally committed internal funds (i.e., "equity"), which may include contributed tax credit equity funds, and has obtained a loan, subject to customary disbursement conditions, which may include proceeds of multifamily housing bonds, sufficient for the construction of the Improvements, and Authority has approved such evidence of financing, and Developer shall have provided to Authority copies of the financing documents (and such loan or other financing must close concurrently with the Leasehold Transfer, with the leasehold deed of trust securing such loan recording immediately after the Memorandum of Lease, subject however to the last sentence of Section 3.1(b) above), and applicable tax credit investors shall have committed to provide equity sufficient to pay down the construction loan so that it can be refinanced with a permanent loan, as shown by reasonable evidence delivered to Authority.

(d) Grant Agreement; Loan Documents. Wakeland Housing and Development Corporation, City and Authority shall have entered into the grant agreement regarding grant funds in the form attached hereto as Attachment No. 14, and Wakeland Housing and Development Corporation and Developer shall have entered into the Loan Agreement and Promissory Note in the forms also attached as Attachment No. 14, and copies of the executed documents shall have been provided to the Authority, and Developer shall have executed the Wakeland Deed of Trust and it shall have been recorded. It is the intention of the parties that the Wakeland Deed of Trust be subordinate to all other recordable documents recorded at the Closing.

(e) Construction Contract. Developer shall have provided to Authority a signed copy of a fixed-price contract or "not-to-exceed" guaranteed maximum price contract between Developer and the general contractor for the construction of the Improvements, certified by Developer to be a true and correct copy thereof, and the Executive Director shall have approved such contractor or contractors, and the construction contract or contracts.

(f) Payment, Performance and Completion Bonds. Developer shall have obtained payment bonds and performance and completion bonds for off-site improvements required by City as part of the Improvements in connection with its subdivision process under clause (g) below, in an amount and from a surety company reasonably acceptable to the Executive Director. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(g) Map Compliance. If required by any entitlements or permits for the Project, Developer shall have prepared and processed at its cost a parcel map showing the Site as a separate subdivided parcel (to facilitate the ground leasing of the Site to Developer, and segregation of the Site from the surrounding property).

(h) All construction and grading permit fees and all development fees must be paid (or be ready to be issued upon payment by Wakeland to the City with the funding received at closing).

(i) All construction/grading permits have been issued (or be ready to be issued, upon payment by Wakeland to the City with the funding received at closing).

(j) All entitlement approvals have been issued and obtained.

(k) All development impact fees have been paid (or will promptly be paid following closing pending receipt of funding at closing).

(l) TCAC Approval. On or before the Tax Credit Deadline, all TCAC approvals required in connection with the preliminary reservation of Tax Credits have been obtained and remain in full force and effect.

(m) CDLAC Approval. All CDLAC approvals required in connection with the authorization of allocation for private activity bonds, if the Project is financed with bonds, have been obtained and remain in full force and effect if Bonds are proposed as part of the Final Financing Package for the Improvements.

(n) Insurance. Authority shall have received evidence, satisfactory to the Executive Director, that all of the insurance policies required by the Regulatory Agreement (Grant Funds), are in full force and effect.

(o) Payment, Performance and Completion Bonds. Developer shall have obtained payment bonds and performance and completion bonds for off-site improvements that are to be part of the Improvements, in an amount and from a surety company reasonably acceptable to the City Manager. All bonds shall be issued by good and solvent sureties qualified to do business in California and shall have a rating of A or better in the most recent edition of Best's Key Rating Guide.

(p) Representations and Warranties. The representations and warranties of Developer contained in this Agreement shall be correct as of the Leasehold Transfer as though made on and as of that date, and the Executive Director shall have received a certificate to that effect signed by an officer of Developer.

(q) No Default. No Event of Default by Developer shall have occurred under this Agreement or any other agreement between Authority and Developer and/or its officers or employees, no event shall have occurred which, with the giving of notice or the passage of time or both, would constitute an Event of Default by Developer under this Agreement, and the Executive Director shall have received a certificate to that effect signed by an officer of Developer.

All conditions set forth in this Section 3.1, or to Authority's obligations hereunder, are for Authority's benefit only and the Executive Director may waive all or any part of such rights by written notice to Developer. If the Executive Director shall, within the applicable periods set forth herein, disapprove of any of the items which are subject to Authority's approval, or if any of the conditions set forth in this Section 3.1 are not met within the times called for, Authority may thereafter terminate this Agreement without any further liability on the part of Authority by giving written notice of termination to Developer.

4. SCOPE OF DEVELOPMENT; INSURANCE AND INDEMNITY, FINANCING

4.1 Scope of Improvements. Developer shall develop the Improvements in accordance with the Scope of Improvements, and the approved plans, drawings and documents for the Improvements. In the event of any inconsistency between the Scope of Improvements and the plans

for the Improvements which have been approved by Authority and/or City, the approved Improvements plans shall control.

4.2 Design Review.

4.2.1 Developer Submissions. Before commencement of construction of the Improvements or other works of improvement upon the Site, Developer shall submit a design review application in compliance with Highland Municipal Code Section 16.08.090, and obtain an approval from the Planning Commission. In addition, Developer shall submit to the City any plans and drawings (collectively, the "Design Improvements Drawings") which may be required by City with respect to any permits and entitlements which are required to be obtained to develop the Improvements, which City shall comment on and return to Developer within twenty (20) business days from the date of receipt thereof. Developer, on or prior to the date set forth in the Schedule of Performance, shall submit to City such plans for the Improvements as required by City in order for Developer to obtain building permits for the Improvements. Within thirty (30) days after City's disapproval or conditional approval of such plans, Developer shall revise the portions of such plans identified by City as requiring revisions and resubmit the revised plans to City.

4.2.2 City Review and Approval.

(a) The City shall have all rights to review and approve or disapprove all Design Improvements Drawings and other required submittals in accordance with the City Code, and nothing set forth in this Agreement shall be construed to constitute City's approval of any or all of the Design Improvements Drawings or to limit or affect City's review and right to approve, approve subject to conditions, or disapprove Design Improvements Drawings, plans, drawings, applications, or submittals.

(b) The Developer has applied for and been granted a density bonus/density bonus concessions and waivers, as reflected in the Regulatory Agreement (Density Bonus). The City is recording the Regulatory Agreement (Density Bonus) as an exercise of its police power and as part of the land use entitlement process. Consistent with Section 4.2.5, Developer will not modify or otherwise request any additional density bonus concessions and waivers other than those set forth in the form of Regulatory Agreement (Density Bonus) attached to this Agreement without the approval of the City Council.

4.2.3 Revisions. Any and all change orders or revisions required by City and its inspectors under the Municipal Code and all other applicable Uniform Codes (e.g. Building, Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by Developer in its Design Improvements Drawings and other required submittals and shall be completed during the construction of the Improvements.

4.2.4 Defects in Plans. The Authority and City shall not be responsible either to Developer or to third parties in any way for any defects in the Design Improvements Drawings, nor for any structural or other defects in any work done according to the approved Design Improvements Drawings, nor for any delays reasonably caused by the review and approval processes established by this Section 4.2.4.

4.2.5 Land Use Approvals. Before commencement of construction of the Improvements or other works of improvement upon the Site, Developer shall, at its own expense,

secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for the Improvements by City or any other governmental agency affected by or having jurisdiction over such construction or work, except for those which are the responsibility of Authority as set forth herein, including without limitation a license agreement between Developer and Authority allowing entry onto the Site which indemnifies City and Authority from any claims made in connection with the activities of Developer. Developer shall, without limitation, apply for and secure, and pay all costs, charges and fees associated therewith, all permits and fees required by City, the County, and other governmental agencies with jurisdiction over the Improvements. If changes in plans do necessitate such additional or other approvals, in the judgment of the City Manager, Developer will conform to the relevant provisions of this Agreement regarding such applications and approvals in accordance with the customary entitlement process of City. As of the Date of Agreement, R4 zoning is in place with respect to the Site. From and after the date of this Agreement, the Developer will obtain the consent of the City and the Authority prior to seeking any additional land use approvals. Developer understands and agrees that the City and Authority have approved the Development, as currently proposed and may, in their capacity as land owner and funders deny any applications for land use approvals which may modify the Development as approved concurrently herewith by City Council and the Authority Board.

4.3 Time of Performance; Progress Reports. Developer shall submit all Design Improvements Drawings, commence and complete all construction of the Improvements, and satisfy all other obligations and conditions of this Agreement within the times established therefor in this Agreement. Construction of the Improvements shall be commenced on or before the time established therefor in the Schedule of Performance. Once construction is commenced, it shall continuously and diligently be pursued to completion and shall not be abandoned for more than thirty (30) days except when due to causes beyond the control and without the fault of Developer as set forth in Section 7.10. During the course of construction and prior to issuance of the Certificate of Occupancy, Developer shall provide timely reports of the progress of construction when requested by the Executive Director. Developer shall complete construction of all of the Improvements by the time established therefor in the Schedule of Performance.

4.4 Cost of Improvements. The cost of planning, designing, developing, and constructing the Improvements and the cost of any mapping the Site shall be borne solely by Developer. All fees imposed by any governmental entity in connection with the acquisition a leasehold interest in the Site or the development of the Improvements shall be borne by Developer and shall be paid when due by Developer.

4.5 Indemnity. Developer shall defend (by counsel satisfactory to Authority), indemnify and save and hold harmless the Indemnitees from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) arising from or relating to: (i) this Agreement (including without limitation Section 4.10 hereof); (ii) a claim, demand or cause of action that any person has or asserts against Developer; (iii) a claim, challenge, or cause of action that any person has or asserts against the Project; (iv) a claim, challenge or cause of action relating to the Project that any person has or asserts against any approval, whether discretionary or ministerial, by City, Authority, zoning administrator, or any other board or commission of City or Authority; (v) the use of federal funds for the Project (if applicable) and compliance, *vel non.*, with respect thereto, (vi) any act or omission of Developer, any contractor, subcontractor or material supplier, engineer, architect or other person acting on behalf of Developer with respect to the Site; or (vii) the ownership, occupancy or use of the Site from and after Closing. Notwithstanding the foregoing, Developer shall not be obligated to indemnify the Indemnitees with

respect to the consequences of any act of gross negligence or willful misconduct of Authority. Developer's obligations under this Section 4.5 shall survive the issuance of the Certificate of Occupancy and termination of this Agreement; the requirements under this Section 4.5 are in addition to and do not limit the obligations of Developer under the Ground Lease.

Developer shall reimburse Authority immediately upon written demand for all costs reasonably incurred by Authority (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Authority) in connection with the enforcement of the Project Documents and all related matters including the following: (a) Authority's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to any Project Document, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which Authority is indemnified under the Project Documents. Such reimbursement obligations shall bear interest based upon the amounts and times of disbursement by Authority, provided that Authority gives written demand to Developer at the Applicable Interest Rate. Such reimbursement obligations shall survive the issuance of the Certificate of Occupancy as to each of the Improvements and termination of this Agreement and are in addition to and do not limit the obligations of Developer under the Ground Lease.

Developer shall indemnify each of City and Authority from any real estate commissions or brokerage fees which may arise from this Agreement or the Site due to this Agreement, including without limitation the acquisition of a leasehold interest in the Site by Developer, or the leasing of dwelling units on the Site. Developer represents that it has engaged no broker, agent, or finder in connection with this transaction, and Developer agrees to hold each of City and Authority harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by Developer, or the Site.

This Section 4.5 is not intended to expand, negate, nullify or modify the limited recourse of Authority against Developer provided in Section 7.17 of this Agreement.

In addition, and without limitation to the foregoing, Developer agrees to indemnify, defend and hold Authority harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Site caused or contributed to by Developer which occurs after the Closing, or (ii) the violation, or alleged violation by Developer or anyone acting by or through Developer, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of Hazardous Materials on, under, in or about, to or from, the Site caused or contributed to by Developer or its contractors or agents. This indemnity shall include, without limitation, any damage, liability, fine, penalty, parallel indemnity after closing cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, contamination, leak, spill, release or other adverse effect on the environment. Upon the Closing, Developer shall take all necessary precautions to prevent the release into the environment of any Hazardous Materials which are located in, on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. At the request of Developer, Authority shall cooperate with and assist Developer in its defense of any such claim, action, suit, proceeding, loss,

cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense; provided that Authority shall not be obligated to incur any expense in connection with such cooperation or assistance In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with commercially reasonable standards as respects the disclosure, storage, use, removal and disposal of Hazardous Materials. Notwithstanding anything contained herein to the contrary, Developer shall not indemnify Authority for any claims arising from Authority's gross and active negligence or Authority's willful misconduct.

4.6 Rights of Access. Prior to the issuance of the Certificate of Occupancy for the Improvements, for purposes of assuring compliance with this Agreement, representatives of Authority shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including but not limited to, the inspection of the work being performed in constructing the Improvements so long as Authority representatives comply with all safety rules. Authority representatives shall, except in emergency situations, notify Developer prior to exercising its rights pursuant to this Section 4.6. In addition, representatives of City shall have access to the Site in connection with the enforcement of laws, including without limitation the City Code to the extent used in connection with the exercise of police powers of City without regard to any limitations otherwise set forth in this Section 4.6.

4.7 Compliance With Laws. Developer shall carry out the design, construction and operation of the Improvements in conformity with all applicable laws, including all applicable state labor standards and federal prevailing wage laws (including without limitation provisions for payment of prevailing wages in connection with all construction of the Improvements to the extent applicable), City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Code, and the Fair Housing Act, 42 U.S.C. Section 3601 *et seq.* (and 24 C.F.R. Part 100), the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and the California Building Standards Code, Health and Safety Code Section 18900, *et seq*. Developer, including but not limited to its contractors and subcontractors, shall comply with applicable provisions of Labor Code Section 1720, *et seq.*, and its implementing regulations, regarding the payment of prevailing wages (the "State Prevailing Wage Law") and, only if applicable, federal prevailing wage law ("Federal Prevailing Wage Law" and, together with State Prevailing Wage Law, "Prevailing Wage Laws") with regard to the undertaking, constructing, and completing the Improvements, but only if and to the extent such sections are applicable to the development of the Improvements. Developer shall be solely responsible for determining and effectuating compliance with the Prevailing Wage Laws, and Authority or City make no final representation as to the applicability or non-applicability of any applicable Prevailing Wage Laws to the Improvements, or any part thereof. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold each of Authority and City, and their respective officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws for the Improvements.

In addition, Developer shall comply with the Bond Regulatory Agreement if bond financing is utilized in connection with the financing of the Improvements.

In addition, Developer shall comply with all laws, regulations, and agreement applicable in connection with the provision of funding by the County, the State of California, or another governmental agency.

Without limiting any other indemnity or defense obligations under this Agreement, Developer shall indemnify, protect, defend and hold harmless Authority and its officers, employees, contractors and agents, with counsel reasonably acceptable to Authority, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Improvements, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and/or federal prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Improvements, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 4.7, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Improvements by Developer.

4.8 Nondiscrimination in Employment. Developer certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age (excepting as otherwise provided herein and under the Ground Lease as to restriction of the Required Affordable Units to Senior Citizen Households), pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

4.9 Taxes and Assessments. Subject to Developer's right to contest taxes and assessments as provided in Section 7.2(c) of the Ground Lease, from and after Closing, Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on Site. Developer shall remove or have removed any levy or attachment made on any of the Site or any part thereof which is owned or leased by Developer, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. Developer shall additionally defend, indemnify, and hold harmless Authority and City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by Developer or (b) the Site. Developer shall pay City's utility user taxes, if any, with respect to the Site. Authority acknowledges and does not object that Developer intends to seek exemptions from property taxes to the extent provided by state law.

4.10 Liens and Stop Notices. Developer shall not allow to be placed on the Site or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Improvements Developer shall within thirty (30) days of such recording or service or within five (5) days of Authority's demand whichever last occurs:

(a) pay and discharge the same; or

(b) affect the release thereof by recording and delivering to Authority a surety bond in sufficient form and amount, or otherwise; or

(c) provide Authority with indemnification from the Title Company against such lien or other assurance which Authority deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Authority from the effect of such lien or bonded stop notice.

4.11 Certificate of Completion. [INTENTIONALLY OMITTED]

4.12 Further Assurances. Developer shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Authority all documents, and take all actions, reasonably required by Authority from time to time to confirm the rights created or now or hereafter intended to be created under the Project Documents or otherwise to carry out the purposes of the Project Documents.

4.13 Financing of the Improvements. Following receipt of the TCAC award, Developer shall submit to Authority evidence reasonably satisfactory to the Executive Director that Developer is obtaining sufficient equity capital and is arranging for construction financing necessary to undertake and complete the development of the Site and the construction of the Improvements in accordance with this Agreement, and shall also provide an updated comprehensive Project development budget and schedule of sources and uses. If the Lender requires a subordination agreement between or among Lender, Authority and/or Developer, the subordination agreement shall be subject to the reasonable review and approval of the Executive Director and Authority legal counsel.

(a) Alternate Financing Sources; Tax Credit Equity. Neither the City nor the Authority shall be a source of equity or debt financing for the Improvements except for the above described grant under the Grant Agreement, and other funds from sources other than City and Authority as may be approved in writing by the Executive Director. It is the intent of the parties to conserve City and Authority funds and to make every effort to secure sources of non-local subsidies for the Improvements, including grants, and federal credits and rebates for the energy efficient appliances to be included in the Improvements in accordance with the Scope of Improvements. Developer shall diligently apply for an allocation of Tax Credits, and shall attempt to increase the chance of obtaining an award of Tax Credits by maximizing the points maintained by the Improvements, including readiness points. The parties intend that Developer is to obtain equity financing for the construction and operation of the Improvements including the use of Tax Credits and obtaining capital contributions from limited partners in Developer in consideration primarily for the receipt of the Tax Credits received by Developer with respect to the Improvements. In the event a preliminary reservation of Tax Credits is not obtained by Developer by the Tax Credit Deadline, this Agreement shall be subject to termination by Authority. If Developer is unsuccessful in a particular round to obtain a preliminary reservation of Tax Credits, Developer shall make Required Submittal Modifications with respect to an application for the next round of allocation of Tax Credits; provided that such modifications shall not include any infusion of Authority or City moneys (except for the grant funds described in the Grant Agreement). If Developer is not competitive for a round of Tax Credits, the Authority and Developer shall meet and confer to modify the Project or aspects thereof to allow it to be more competitive.

(b) Required Submissions. Developer shall submit the following documents as evidence of Tax Credit financing (and Developer represents that Developer has already submitted a correct copy of its Partnership Agreement of Developer to the Authority as it exists as of the date of this Agreement):

(i) Any amendments to the Partnership Agreement of Developer;

(ii) A complete copy of each application for Tax Credits and supporting documentation submitted to TCAC by Developer, within five (5) days following Developer's submission thereof to TCAC.

(iii) By the Tax Credit Deadline, a copy of a preliminary reservation letter from TCAC notifying Developer that an allocation of Tax Credits for not less than the Tax Credit Amount, has been reserved for construction of the Improvements, and further documentation demonstrating that Developer remains eligible and qualified to receive such allocation, along with certification that there have not been any material changes to the information provided by Developer in the applications for Tax Credits, as defined and referenced in such reservation letters, and that if there are material changes then such information will be provided to TCAC (and Authority) forthwith.

4.13.1 No Encumbrances Except Deeds of Trust Securing Loans for the Improvements. Deeds of trust on Developer's leasehold interest in the Site (but not the underlying fee) shall be permitted for the purpose of securing loans of funds to be used for financing the development, construction and operation of the Improvements (including architecture, engineering, legal, construction period carrying costs such as property taxes, insurance and interest, and related direct costs as well as indirect costs) on or in connection with the Site, and the obtaining of a permanent loan in the amount of the outstanding balance of the construction loan. The indebtedness secured by deeds of trust on Developer's leasehold interest as to the Site may not exceed the projected Developer's cost to develop, construct and operate the Project that exceed the committed cash equity held by Developer, as evidenced by the loan documents for all debt financing and the comprehensive Project budget and schedule of sources and uses and evidence of committed equity funds ("Final Financing Package"). Developer shall notify Authority in advance of any deed of trust if Developer proposes to enter into the same before completion of the construction of the Improvements.

4.13.2 Holder Not Obligated to Construct Improvements. The holder of any deed of trust on Developer's leasehold interest in the Site authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct, complete, or operate the Improvements or any portion thereof, or to guarantee such construction, completion or operation; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by the Ground Lease.

4.13.3 Notice of Default to Site Mortgagee or Deed of Trust Holders; Right to Cure. With respect to any deed of trust granted by Developer as to its leasehold interest under the Ground Lease, whenever Authority may deliver any notice or demand to Developer with respect to any breach or default by Developer under this Agreement or any documents/agreements attached as exhibits to this Agreement, Authority shall at the same time deliver to each holder of record of any deed of trust authorized by this Agreement as to the Site a copy of such notice or demand; provided that the failure to notify any holder of record shall not vitiate or affect the effectiveness of notice to

Developer. Each such holder shall (insofar as the rights granted by Authority are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the lien of its deed of trust. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to Authority with respect to the Site and the Improvements by written agreement reasonably satisfactory to Authority. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, but on a schedule which takes into account the time reasonably required for the holder to obtain title to and possession of Developer's leasehold interest in the Site, analyze and negotiate amendments to plans, specifications, construction contracts and operating contracts or to negotiate new construction contracts and operating contracts. It is understood that a holder shall be deemed to have satisfied the sixty (60) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of Developer's leasehold interest in the Site under the Memorandum of Ground Lease if and to the extent any such holder has within such sixty (60) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default. The Executive Director is authorized to consent, on behalf of Authority, to the provision of similar cure rights to other lenders and to the limited partner(s) of Developer as reasonably requested in writing by Developer. (For the benefit of Developer, each other lender/holder and the investor limited partners, the City shall follow and comply with the notice and cure obligations applicable to the Authority set forth in this Agreement as it may be amended pursuant to the preceding sentence.)

4.13.4 Intentionally Blank.

4.13.5 Right of Authority to Cure Deed of Trust Default. In the event of a deed of trust default or breach by Developer whether prior to or after the completion of the construction of any of the Improvements or any part thereof (continuing until the expiration of the term of the Ground Lease), Developer shall immediately deliver to Authority a copy of any deed of trust beneficiary's/holder's notice of default. If the holder/beneficiary of any deed of trust has completed a foreclosure action and has not exercised its option to construct, Authority shall have the right but no obligation to cure the default. In such event, Authority shall be entitled to reimbursement from Developer of all proper costs and expenses incurred by Authority in curing such default.

4.13.6 No Subordination of Density Bonus Regulatory Agreement; Subordination of Regulatory Agreement (Grant Funds); Ability to Pursue Remedies. The Regulatory Agreement (Grant Funds) and the Regulatory Agreement (Density Bonus), and the affordability covenants as contained therein and in the Ground Lease will not be subordinated, except that the Regulatory Agreement (Grant Funds) may be reasonably subordinated to deeds of trust securing Project financing if required by HCD or the applicable lender(s) as a condition to such financing, and the Executive Director may execute reasonable subordination agreements in connection therewith. In addition, Authority and City may pursue remedies under any of the instruments executed and delivered in connection herewith and their right and ability to so act will not be limited by virtue of any arrangements with other parties (but allowing for reasonable cure rights by third parties) and the project lender's requirements concerning casualty and condemnation (and related proceeds) shall control. Any liens for financing shall apply only to a leasehold interest of Developer under the Ground Lease and not to a fee interest in the Site, except as may be otherwise required by HCD and approved

by the Executive Director. Subject to the foregoing, the Authority will execute a reasonable HCD Lease Rider and a reasonable TCAC Lease if required by HCD and TCAC, respectively.

5. COVENANTS AND RESTRICTIONS

5.1 Use Covenants. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site or any part thereof, that Developer shall devote the Site to the uses specified in and shall operate in conformity, as to the Site: with this Agreement, the Regulatory Agreement (Density Bonus), the Regulatory Agreement (Grant Funds), the Ground Lease and the Bond Regulatory Agreement (if bonds are issued), and any regulatory agreement relating to or required for Tax Credits, whichever is the more restrictive in each case unless expressly provided to contrary effect herein. All uses conducted on the Site, including, without limitation, all activities undertaken by Developer pursuant to this Agreement, shall conform to all applicable provisions of the City Code. In the event of a conflict, each of the Regulatory Agreement (Density Bonus) and the Regulatory Agreement (Grant Funds) shall, to the greatest feasible extent, be interpreted in a manner consistent with the Bond Regulatory Agreement (if applicable); provided that in the event of express conflict which is required under federal law incident to the issuance of filed tax credits, upon approval of the Bond Regulatory Agreement (if applicable) by Authority, the Bond Regulatory Agreement shall control as to the Site.

5.2 Affordable Housing Requirements. Developer shall comply with the Regulatory Agreement (Grant Funds) and the Regulatory Agreement (Density Bonus), as well as the Bond Regulatory Agreement (if applicable) and the TCAC Regulatory Agreement.

5.3 Relationship to Bond Requirements. Notwithstanding any other provisions of this Agreement, to the extent that the regulatory agreement executed by Developer as a requirement of issuance of multifamily housing bonds (the "Bond Regulatory Agreement") or obtaining Tax Credits are more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in the Regulatory Agreement (Density Bonus) and/or the Regulatory Agreement (Grant Funds), the Bond Regulatory Agreement shall control; Developer will comply with the most restrictive requirements.

5.4 Maintenance of the Site. Developer shall maintain the improvements on the Site in conformity with the City Code and the conditions set forth in the Regulatory Agreement (Density Bonus), and the Regulatory Agreement (Grant Funds) and other applicable City land use approvals.

6. REFINANCING NET PROCEEDS.

All Net Refinancing Proceeds, if any, shall be used in a manner approved by the Authority to make further improvements to the Project that benefit the residents thereof or to otherwise benefit the residents or for other affordable housing purposes within the City (as also described in clause (iii) of the definition of Refinancing Net Proceeds in Article 1 of this Agreement).

7. DEFAULTS, REMEDIES, AND TERMINATION.

7.1 Default Remedies. Subject to any applicable extensions of time described in Section 7.10 of this Agreement, failure by a party to this Agreement to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" or "Event of Default" under this Agreement. A

party claiming a Default shall give written notice of Default to the other parties specifying the Default. Except as otherwise expressly provided in this Agreement, and without limiting or affecting rights of parties hereto to terminate this Agreement, the claimant shall not institute any proceedings against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy the specified Default and shall complete such cure, correction or remedy with diligence.

7.2 Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California.

7.3 Termination by Developer.

7.3.1 Termination Prior to Leasehold Transfer. In the event that prior to the Leasehold Transfer:

(a) Developer is not in default under this Agreement, Developer has notified Authority that the Site has Materially Adverse Conditions and the parties have not agreed as to the bearing of costs to remedy the Materially Adverse Conditions; or

(b) Developer is not in default under this Agreement and Authority does not execute the Ground Lease and attempt to effect the Leasehold Transfer to Developer in the manner and condition and by the date provided in this Agreement; or

(c) on or before the time established therefor in the Schedule of Performance, Developer fails to obtain either approval by the CDLAC for the issuance of multifamily housing bonds for the Improvements (if the Project is financed with Bonds) or a preliminary reservation for Tax Credits by TCAC; or

(d) in the event of any default of Authority prior to the Leasehold Transfer which is not cured within the time set forth in Section 7.1 hereof; and

any such failure is not cured within the applicable time period after written demand by Developer, then this Agreement may, at the option of Developer, be terminated by written notice thereof to Authority.

7.4 Termination by Authority.

7.4.1 Termination Prior to Leasehold Transfer. In the event that Developer fails to obtain one or more of an allocation for private activity bonds from CDLAC by the Tax Credit Deadline or to provide by the Tax Credit Deadline evidence satisfactory to the Executive Director that Tax Credit proceeds in an amount of not less than the Tax Credit Amount will be available for the Improvements, or if prior to the time established in the Schedule of Performance for the satisfaction of the Authority Conditions Precedent:One or more of the Milestones is not satisfied by the time established therefor as to the applicable Tax Credit Deadline; or

(b) Authority receives notification from Developer that there are Materially Adverse Conditions at the Site or that the condition of the Site will delay or preclude completion of the Improvements; or

(c) Developer (or any successor in interest) assigns this Agreement or any rights therein or in the Site or any portion thereof in violation of this Agreement; or

(d) Developer does not fulfill the Authority Conditions Precedent and such failure is not caused by Authority; or

(e) Developer does not notify each of City and Authority in writing of its approval of the environmental condition of the Site as provided under Section 1.6.2 hereof; or

(f) Developer fails to approve a Site Report under Section 2.5 by the time set forth therein; or

(g) Developer fails to execute (as lessee/covenantee) the Regulatory Agreement (Grant Funds), the Ground Lease or the Memorandum of Ground Lease; or

(h) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 7.1 hereof;

then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of the Agreement or the Site (including without limitation all attachments to this Agreement), shall, at the option of Authority, be terminated by Authority by written notice to Developer.

7.5 Acceptance of Service of Process. In the event that any legal action is commenced against Authority, service of process on Authority shall be made by personal service upon the Executive Director or in such other manner as may be provided by law. In the event that any legal action is commenced against City, service of process on City shall be made by personal service upon the City Manager of the City or in such other manner as may be provided by law. In the event that any legal action is commenced against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

7.6 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

7.7 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.9 More Restrictive Covenants. In the event Developer is required under the Bond Regulatory Agreement (if any) or under other financing sources to restrict the affordability of Units in a manner more restrictive than as set forth under the form of Regulatory Agreement (Grant Funds), or

the Regulatory Agreement (Density Bonus), then, from time to time upon receipt of request therefor from the Executive Director, Developer shall comply with the most restrictive requirements.

7.10 Enforced Delay; Extension of Times of Performance. Any construction and repair deadlines in this Agreement shall be extended to the extent performance is delayed, due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; acts or omissions of another party, or acts or failures to act of City or any other public or governmental agency or entity (excepting that acts or failures to act of Authority or City shall not excuse performance by Authority or City). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall only be for the period of the enforced delay and shall apply only if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Notwithstanding any provision of this Agreement to the contrary, the inability to obtain funds for payments, or an allocation by CDLAC or the lack of issuance of the Bonds, or the lack of funding to complete the Improvements or the inability to accomplish the provision of water service to the Site (or any potion thereof) shall not constitute grounds of enforced delay pursuant to this Section.

In addition to the foregoing (and without regard to the preceding portion of this Section), the Executive Director shall have the authority, at his discretion, to approve extensions of construction and repair deadlines not to exceed a cumulative total of three hundred sixty (360) days, provided that each such extension is in writing.

7.11 Non-Liability of Officials and Employees of Authority. No member, official, officer or employee of Authority or City shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach by Authority (or City) or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

7.12 Relationship Among Authority, City and Developer. It is hereby acknowledged that the relationship among Authority, City and Developer is not that of a partnership or joint venture and that Authority, City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, neither Authority nor City shall have rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Improvements.

7.13 Authority and City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Authority, the Executive Director is authorized to act on behalf of Authority unless specifically provided otherwise or the law otherwise requires. When a reference is made herein to an action or approval to be undertaken by City the City Manager is authorized to act on behalf of City unless specifically provided otherwise or the law otherwise requires.

7.14 Real Estate Brokers. Authority and Developer each represent and warrant to each other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction, and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

7.15 Attorneys' Fees. In any action among the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to any other relief to which it might be

entitled, reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

7.16 Limitation Upon Funding. Excepting for the extent to which the Authority is making land and certain resources available to the extent expressly provided under this Agreement, the Authority shall not provide any funding to Developer or with respect to the property that is the subject of this Agreement. City shall not provide any funding under this Agreement or to Developer. Developer covenants to refrain from requesting any funding from City or Authority.

7.17 Limited Non-recourse Liability of Developer. Notwithstanding anything to the contrary in this Agreement or any other Project Document, neither Developer nor any of its partners shall be personally liable for any default, loss, claim, damage, expense or liability to any person and the sole remedy against Developer hereunder shall be limited to its interest in the Improvements.

8. MISCELLANEOUS

8.1 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of Authority to Developer, or any other claim by Developer against Authority, in connection with the Site or otherwise, Developer hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Developer's obligations under this Agreement (including without limitation the attachments hereto), or (b) to claim that the existence of any such outstanding obligation, liability or claim excuses the nonperformance by Developer of any of its obligations under the Project Documents.

8.2 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by any party to the others shall be in writing and shall be given either by (i) by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (ii) mailing in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

If to Developer:	Wakeland Highland LP 1230 Columbia St., Suite 950 San Diego, CA 92101 Attn: Vice President of Real Estate Development
With a copy to:	(which copy shall not constitute notice to Developer) Goldfarb & Lipman 1300 Clay Street 11th Floor Oakland, CA 94612 Attn: Heather Gould

If to Authority:	Highland Housing Authority 27215 Base Line Highland, CA 92346 Attention: Executive Director
with copy to:	Assistant Executive Director Highland Housing Authority 27215 Base Line Highland, California 92346
If to City:	City of Highland 27215 Base Line Highland, California 92346 Attention: City Manager
with copy to:	Richards Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Attention: Maricela Marroquin, City Attorney

Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Authority will provide copies to Developer's investor limited partner, following receipt of the contact information of such investor limited partner.

8.3 Survival of Representations and Warranties. All representations and warranties in the Project Documents shall survive the Closing and the rental of the Required Affordable Units and have been or will be relied on by Authority notwithstanding any investigation made by Authority.

8.4 No Third Parties Benefited Except for City; AB 987. This Agreement is made for the purpose of setting forth rights and obligations of Developer and Authority, and no other person (except for City) shall have any rights hereunder or by reason hereof. Except for City, which shall be deemed to be a third party beneficiary of this Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of this Agreement. Developer acknowledges that, notwithstanding the foregoing portion of this Section 8.4, pursuant to AB 987 and the amendments to Health and Safety Code Section 33334.3 made effective as of January 1, 2008 by that bill, it is possible that violations of the covenants, conditions and restrictions relating to affordable housing contained in the Authority Regulatory Agreement may now be enforceable not only by Authority and City, but also by each of the persons and/or entities listed in Section 33334.3(f)(7) of the Health and Safety Code, specifically (1) residents of affordable units subject to covenants recorded pursuant to Health and Safety Code Section 33334.3(f)(1) (each, a "Covenanted Unit"), (2) the most recent former residents of such a Covenanted Unit, (3) applicants that are Very Low Income Households, or Extremely Low Income Households that are denied occupancy of such a Covenanted Unit, and (4) persons that are Very Low Income Households or Extremely Low Income Households and who are on a waiting list for occupancy of such a Covenanted Unit. The provisions of AB 987 are to be applicable only to the extent required by law. Nothing in this Section 8.4 or this Agreement (including the Attachments hereto) is intended to provide an enforcement right to any person or entity not specifically made an

intended third party beneficiary of this Agreement; any such third party shall be limited in their right to enforce affordability restrictions to the extent provided by Health and Safety Code Section 33334.3(f). Neither Authority nor City make any representation concerning the applicability, *vel non*, of Section 33334.3 as described in the foregoing portion of this Section 8.4.

8.5 Prohibition on Assignment. Developer shall not assign any of its rights or obligations under this Agreement or any Project Document without the prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole and absolute discretion; provided that the Executive Director shall reasonably consider an assignment to an entity or entities owned or under majority control by Developer or the Principals where Developer pays Authority's and City's costs to review, estimate, process and document such assignment and no other provisions of this Agreement are amended thereby. Any such assignment without such consent shall, at Authority's option, be void. In connection with the foregoing consent requirement, Developer acknowledges that Authority and City relied upon Developer's particular expertise in entering this Agreement and continues to rely on such expertise to ensure the satisfactory completion of the Improvements and the use of the Required Affordable Units in conformity with this Agreement.

8.6 City Option to Acquire. The City shall have an option to acquire from Authority all interest of Authority in the Site, together with any improvements thereon, upon payment of the sum of One Dollar ($1.00), at any time commencing as of the Date of Agreement and continuing throughout the Required Covenant Period. In the event City exercises such option, City shall provide notice thereof to Developer and to Authority. The transfer of the Site, together with any improvements thereon, from Authority to City shall not, ipso facto, modify the rights of Developer under this Agreement, including without limitation the Ground Lease, and City, as landlord shall not disturb possession by lessee under the Agency Lease on account of such transfer to City and lessee shall attorn to City as landlord under the Agency Lease. Accordingly, City is prepared to prepare and execute appropriate documentation evidencing City's obligations as lessor in the event City assumes the position of lessor under the Ground Lease, in which event City shall have the same rights that Authority had under the Ground Lease prior to such assignment.

8.7 Counterparts. Any Project Document may be executed in counterparts, all of which, taken together, shall be deemed to be one and the same document.

8.8 Prior Agreements; Amendments; Executive Director Authority; Consents. This Agreement (together with the other Project Documents) contains the entire agreement among City, Authority and Developer with respect to the Site, and all prior negotiations, understandings and agreements with respect to such matters are superseded by this Agreement and such other Project Documents. No modification of any Project Document (including waivers of rights and conditions) shall be effective unless in writing and signed by the party or parties against whom enforcement of such modification is sought, and then only in the specific instance and for the specific purpose given.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements among the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of Authority, City and Developer, and all amendments hereto must be in writing by the appropriate authorities of Authority, City and Developer. Whenever this Agreement provides for action by Authority, the Executive Director of Authority may act on behalf of Authority unless the

context or applicable law requires otherwise. Whenever this Agreement provides for action by City, the City Manager may act on behalf of City unless the context or applicable law requires otherwise.

Without limiting the above or Section 7.13, the Authority Executive Director may approve changes to this Agreement, and its attachments, provided that such changes do not materially adversely affect the Authority, and may also (as provided in the Schedule of Performance attached as Attachment No. 3) extend any of the deadlines in such Schedule of Performance provided the extension is in writing. The Executive Director may approve any such proposed changes administratively through appropriate written amendments. The Authority Executive Director will also make such commercially reasonable changes as may be requested by lenders and investors in connection with the financing for the development and operation of the Improvements.

8.9 Governing Law. All of the Project Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Developer irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of San Bernardino in connection with any legal action or proceeding arising out of or relating to this Agreement or the other Project Documents. Assuming proper service of process, Developer also waives any objection regarding personal or in rem jurisdiction or venue.

8.10 Severability of Provisions. No provision of any Project Document that is held to be unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of the Project Documents are hereby declared to be severable.

8.11 Headings. Article and section headings are included in the Project Documents for convenience of reference only and shall not be used in construing the Project Documents.

8.12 Conflicts. In the event of any conflict between the provisions of this Agreement and those of any other Project Document, this Agreement shall prevail; provided however that, with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

8.13 Time of the Essence. Time is of the essence of all of the Project Documents.

8.14 Conflict of Interest. No member, official or employee of Authority shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

8.15 Warranty Against Payment of Consideration. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DEVELOPER:

WAKELAND HIGHLAND LP,
a California limited partnership

By: WAKELAND HIGHLAND LLC,
a California limited liability company
its managing general partner

By: WAKELAND HOUSING AND
DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Rebecca Louie
President and Chief Executive Officer

AUTHORITY:

HIGHLAND HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Joseph A. Hughes, Executive Director

CITY:

CITY OF HIGHLAND,
a municipal corporation

By: _____
Joseph A. Hughes, City Manager

APPROVED AS TO FORM:

_____
Maricela Marroquin,
City Attorney and General Counsel to Authority

ATTACHMENT NO. 1

MAP OF THE SITE

(Attached; but in the event of any discrepancy between such map and the legal description in Attachment No. 2, the legal description shall govern and prevail.)

TITLE CONSTRAINTS MAP

CITY OF HIGHLAND, CA.

DATE OF SURVEY: OCTOBER 4, 2022

LEGEND

PROJECT BOUNDARY

EASEMENT LINE

EASEMENT LINE

PLOTTED EASEMENT [8]

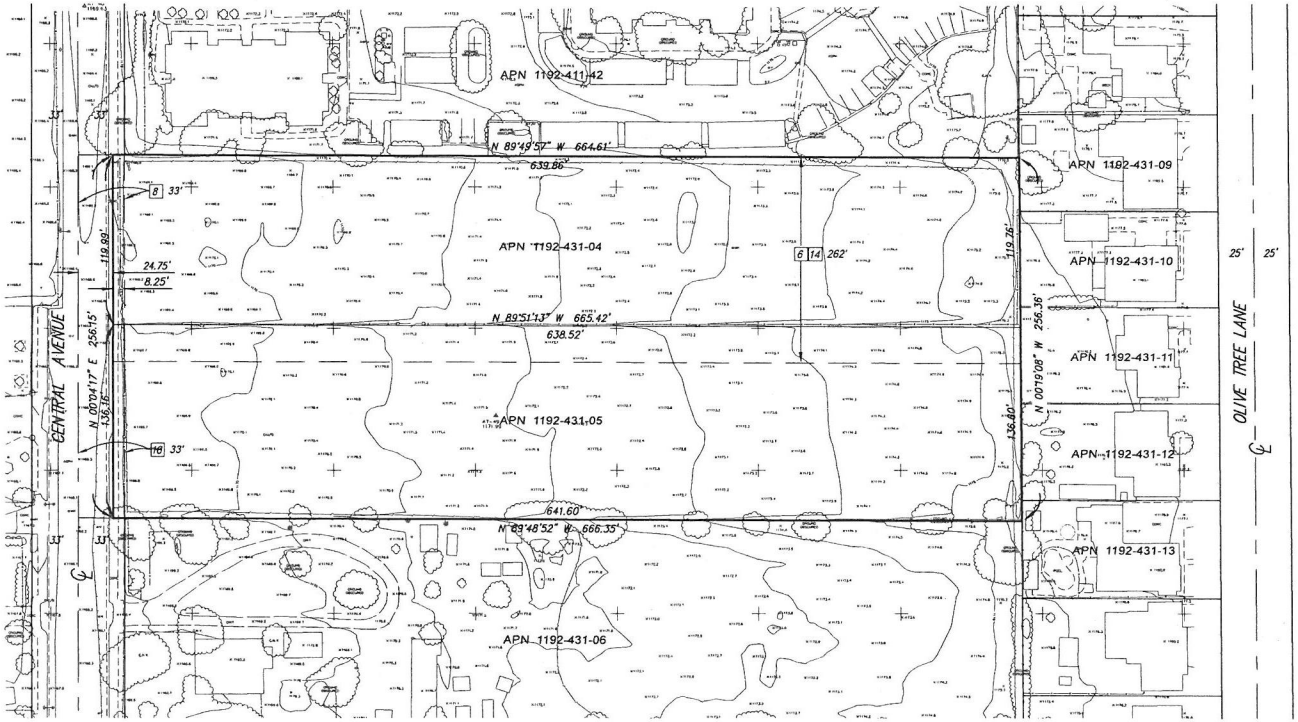
40 0 40 80 120

SCALE: 1" = 40'

DALE K. BREWER, PLS 5653
EXPIRES: 9/30/2023

10-14-2022
DATE

LICENSED LAND SURVEYOR DALE KEITH BREWER NO. 5653 STATE OF CALIFORNIA



LEGAL DESCRIPTION

PARCEL 1: APN 1192-431-04-0-000

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0° 05' WEST 116.1 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5; THENCE SOUTH 0° 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET; THENCE SOUTH 89° 59' 30" EAST 660.5 FEET; MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION; THENCE NORTH 0° 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89° 59' 30" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89° 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

PARCEL 2: APN 1192-431-05-0-000

THAT PORTION OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, WHICH POINT IS SOUTH 0° 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A. L. ABBOTT, ET UX, RECORDED IN BOOK 2193, PAGE 325 OF OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345; THENCE CONTINUING SOUTH 0° 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656, PAGE 193 OF OFFICIAL RECORDS; THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A. L. ABBOTT PARCEL ABOVE REFERRED TO; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF THE SAID A. L. ABBOTT PROPERTY; THENCE NORTH 89° 59' 30" WEST 660.5 FEET MORE OR LESS TO POINT OF BEGINNING.

EXCEPTING THE WEST 1½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF CENTRAL AVENUE BEARING N. 00°04'17" E. AS SHOWN ON PARCEL MAP 15119, PM 184/64-65.

BASIS OF COORDINATES

THE BASIS OF COORDINATES FOR THIS SURVEY IS CCS '83, ZONE 5.

BENCH MARK

THE BENCH MARK FOR THIS PROJECT IS SAN BERNARDINO COUNTY BENCH MARK RESET 1992 IN T.C. 1 FOOT WEST OF ECR, NORTHWEST OF CORNER OF BASELINE AND PALM AVENUE. BENCH MARK NO. 00585. DESIGNATION 14-2.

ELEVATION: 1231.407 DATUM: NAVD 29

EXCEPTIONS

SEE SHEET 2 FOR LIST OF EASEMENTS AND EXCEPTIONS

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

The real property in the City of Highland, County of San Bernardino, State of California, described as follows:

Parcel A:

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0^0 05' WEST 116.1 FEET FROM THE NORTHWEST ¼ CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5;

THENCE SOUTH 0^0 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET;

THEN SOUTH 89^0 59' 30" EAST 660.5 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION;

THENCE NORTH 0^0 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89^0 59' 30" EAST FROM THE POINT OF BEGINNING;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-04-0000

Parcel B:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 0^0 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A.L.

ABBOTT, ET UX, RECORDED IN BOOK 2193 PAGE 325, OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345;

THENCE CONTINUING SOUTH 0^0 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656 PAGE 193 OFFICIAL RECORDS;

THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A.L. ABBOTT PARCEL ABOVE REFERRED TO;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF SAID A.L. ABBOTT PROPERTY;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-05-0000

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

Consistent with Section 8.8 of the Agreement (Prior Agreements; Amendments; Consents), the Authority's Executive Director may approve extensions of deadlines below for cause, provided they are in writing (but is not obligated to do so, and may refer any extension request to the Authority board for a decision).

The following is a summary of selected performance obligations described within the Agreement, however, the body of the Agreement should be referred for the particular terms and conditions pertaining to each action. For convenience of the reader, each action item includes a reference section in the Agreement.

	ACTION	**SCHEDULE**
1.	TCAC Approval. Developer shall have obtained a LIHTC allocation by TCAC of a preliminary reservation for tax credits for the Improvements (**§ 4.13**).	Not later than the Tax Credit Deadline (June 30, 2026).
2	CDLAC Approval. Developer shall have obtained an allocation from CDLAC for issuance of private activity bonds (if bonds are required to finance the Improvements) (**§ 4.13**).	Not later than June 30, 2026.
3.	Opening of Escrow and execution of escrow instructions (**§ 2.2**)	As soon as is practicable following the approval and execution of the Agreement by the Parties
4.	Escrow Closing; Recording of Documents. All conditions to the closing shall be satisfied, and the memorandum of ground lease (and other recordable documents) shall be recorded (**§ 2.2 et al**).	After all conditions precedent have been met or waived in writing, but not later than December 30, 2026.
5.	Commencement of Construction. Developer shall have commenced construction of the Improvements (**§ 4.3**).	Within thirty (30) days after the closing.
6.	Completion of Construction. Developer shall complete construction of the Improvements (**§ 4.3**).	Within thirty-six (36) months after the closing.
7.	Rental Units Occupied. Developer causes the Required Affordable Units to be occupied using rents prescribed by and in conformity with the Agreement or held available for such occupancy (**§ 3 of Regulatory Agreement – Grant Funds**).	Within nine (9) months after the City's issuance of a Certificate of Occupancy.

ATTACHMENT NO. 4

[INTENTIONALLY OMITTED]

ATTACHMENT NO. 5

NOTICE OF AFFORDABILITY RESTRICTIONS

[In any reasonable statutory form; to come from Authority legal counsel after date of Agreement.]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Highland Housing Authority
27215 Base Line
Highland, CA 92346
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER;S USE

This document is exempt from the payment of a recording fee pursuant to Government Code Sections 6103, 27383 and 27383.1.

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

Important notice to owners, purchasers, tenants, lenders, brokers, escrow and title companies, and other persons, regarding affordable housing restrictions on the real property described in this Notice: Affordable housing restrictions have been recorded with respect to the property described below (referred to in this Notice as the "Site") which require that the Site be developed as rental housing development (the "Project") and that forty-four (44) of the units be rented to and occupied by senior persons and senior households of limited income at affordable rents.

Title of Document Containing Affordable Housing Restrictions: Regulatory Agreement (Grant Funds) ("Agreement").

Parties to Agreement: Wakeland Highland LP, a California limited partnership ("Developer") and the Highland Housing Authority ("HHA").

The Agreement is recorded concurrently with this Notice, in the Official Records of San Bernardino County.

Legal Description of Site: See Exhibit "A" attached hereto and incorporated herein by this reference.

Site Location: See above and below.

Assessor's Parcel Number(s) of Site: 1192-431-04-000, and 1192-431-05-000

Summary of Agreement:

- The Agreement contemplates that Developer will develop a ninety (90) unit (each, a "Unit") rental housing project on property being ground leased by Developer from the HHA, 44 of which are restricted by the Agreement.

- The Agreement restricts the rental of **27** units (21 one-bedroom units and 6 two-bedroom units) to Extremely Low Income Households (as defined in California Health and Safety Code Section 50106), and **17** units (7 two- bedroom units and 10 one-bedroom units) to Very low income Households (as defined in California Health and Safety Code Section 50105).

- The Agreement requires that all Required Affordable Units be rented to senior households in compliance with applicable law.

- Area Median Income limits (or "AMI") are all as established and as published periodically by the California Department Of Housing and Community Development.

- The term of the Agreement is sixty-eight (68) years from the Commencement Date of the Ground Lease.

This Notice does not contain a full description of the details of all of the terms and conditions of the Agreement. You will need to obtain and read the Agreement to fully understand the restrictions and requirements which apply to the Site.

This Notice is being recorded and filed in compliance with Health and Safety Code Section 33334.3(f)(3) and (4), and shall be indexed against Developer.

HIGHLAND HOUSING AUTHORITY

By: _____
Jason Hughes, Executive Director

WAKELAND HIGHLAND LP,
a California limited partnership

By: WAKELAND HIGHLAND LLC, a California limited liability company, its managing general partner

By: WAKELAND HOUSING AND DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Rebecca Louie
President and Chief Executive Officer

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 _____)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
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_____ (Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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_____ (Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The real property in the City of Highland, County of San Bernardino, State of California, described as follows:

Parcel A:

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0^0 05' WEST 116.1 FEET FROM THE NORTHWEST ¼ CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5;

THENCE SOUTH 0^0 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET;

THEN SOUTH 89^0 59' 30" EAST 660.5 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION;

THENCE NORTH 0^0 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89^0 59' 30" EAST FROM THE POINT OF BEGINNING;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-04-0000

Parcel B:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 0^0 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A.L. ABBOTT, ET UX, RECORDED IN BOOK 2193 PAGE 325, OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345;
THENCE CONTINUING SOUTH 0^0 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656 PAGE 193 OFFICIAL RECORDS;

THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A.L. ABBOTT PARCEL ABOVE REFERRED TO;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF SAID A.L. ABBOTT PROPERTY;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-05-0000

ATTACHMENT NO. 6

GROUND LEASE

GROUND LEASE

by and between

HIGHLAND HOUSING AUTHORITY

"AUTHORITY/LESSOR"

and

WAKELAND HIGHLAND LP,
a California limited partnership

"LESSEE"

TABLE OF CONTENTS

Page

1. SUBJECT OF LEASE; DEFINITIONS. 1
1.1 Definitions. 1
2. LEASE OF SITE; AUTHORITY TERMINATION RIGHT. 6
3. LEASE TERM. 6
4. USE OF PROPERTY. 7
4.1 Use of Property; Compliance with Regulatory Agreements 7
4.2 Management. 7
4.3 Only Lawful Uses Permitted. 7
5. RENT. 7
5.1 Rent. 7
5.2 Net Lease. 7
5.3 Payment of Rent. 7
6. AFFORDABLE HOUSING REQUIREMENTS. 7
6.1 Required Affordable Units. 7
7. UTILITIES AND TAXES. 8
7.1 Utilities. 8
7.2 Real Estate Taxes. 8
7.3 Personal Property. 9
7.4 Lessee Payment of Real Estate and Other Property Taxes 8
7.5 Ownership During Term 8
7.6 Ownership at Termination 9
8. MECHANICS LIENS 9
9. MANTENANCE AND REPAIR; RESERVES 9
10. ENVIRONMENTAL MATTERS. 10
10.1 Definitions. 10
10.2 Site Evaluation. 11
10.3 Indemnification; Lessee's Indemnity. 11
10.4 Duty to Prevent Hazardous Material Contamination. 12
10.5 Obligation of Lessee to Remediate Premises. 12
10.6 Storage or Handling of Hazardous Materials. 13
10.7 Environmental Inquiries. 12
11. ALTERATION OF IMPROVEMENTS. 13
12. DAMAGE OR DESTRUCTION. 15
13. SALE, ASSIGNMENT, SUBLEASE OR OTHER TRANSFER. 14
14. TRIPLE NET LEASE; DISCLAIMER. 15
15. INSURANCE. 15
15.1 Insurance to be Provided by Lessee 15
15.2 Definition of "Full Insurable Value. 16
15.3 General Insurance Provisions. 17
15.4 Failure to Maintain Insurance Maintenance 17
15.5 Insurance Proceeds Resulting from Loss or Damage to Site Improvements 17
16. EMINENT DOMAIN. 18
17. OBLIGATION TO REFRAIN FROM DISCRIMINATION 19
18. NONDISCRIMINATION IN EMPLOYMENT. 20
19. [INTENTIONALLY OMITTED]. 20
20. COMPLIANCE WITH LAW. 20
21. ENTRY AND INSPECTION. 21

22. RIGHT TO MAINTAIN. 21
23. EVENTS OF DEFAULT AND REMEDIES. 21
23.1 Events of Default by Lessee. 21
23.2 Remedies of Authority. 22
23.3 Right of Authority in the Event of Termination of Lease 22
23.4 Damages. 23
23.5 Rights and Remedies are Cumulative. 23
24. MISCELLANEOUS. 23
24.1 Governing Law; Interpretation. 23
24.2 Legal Actions. 23
24.3 Acceptance of Service of Process. 23
24.4 Attorneys' Fees And Court Costs. 23
24.5 Financial Statement; Inspection of Books And Records. 24
24.6 Interest. 24
24.7 Notices.; Cure by Limited Partners 24
24.8 Time is of the Essence. 25
24.9 Non-Merger of Fee and Leasehold Estates. 25
24.10 Holding Over. 25
24.11 Conflict of Interest. 25
24.12 Non-Liability of Authority Officials And Employees. 27
24.13 Relationship. 25
24.14 Waivers And Amendments. 25
24.15 Non-Merger With AHA 26
24.16 Entire Agreement; Counterparts. 26
24.17 Severability. 26
24.18 Recordation. 26
24.19 Binding Effect 26
24.20 Estoppel Certificates. 26
24.21 Force Majeure. 27
24.22 Quiet Enjoyment. 27
24.23 Authority Approvals and Action 27
24.24 No Third Parties Benefited Except for City and Approved Leasehold Mortgagee; City Option to Acquire Interest of Authority. 27
24.25 Lessee's Limited Partners 27

EXHIBITS

Exhibit A Map of the Site
Exhibit B Legal Description of the Site
Exhibit C Memorandum of Lease
Exhibit D Ground Lease Rider

GROUND LEASE

This GROUND LEASE (the "Lease") is made as of _____ __, 2023 by and between the **HIGHLAND HOUSING AUTHORITY**, a public body, corporate and politic (the "Authority" or "Lessor"), and **WAKELAND HIGHLAND LP**, a California limited partnership ("Lessee").

1. SUBJECT OF LEASE; DEFINITIONS.

This Lease is executed and delivered pursuant to that certain Disposition and Development/Affordable Housing Agreement dated as of _____, 2023 (the "AHA"). Except as may otherwise be expressly set forth in this Lease, all capitalized terms shall have the same meanings as set forth in the AHA.

1.1 Definitions.

"AHA" or *"Agreement"*, as set forth in the Recitals above, means the Disposition and Development/Affordable Housing Agreement by and among Authority, City and Lessee, dated as of _____, 2023.

"Approved Construction and/or Permanent Lender" means one or more of Bank of America, California Community Reinvestment Corporation ("CCRC"), East West Bank, Union Bank, U.S. Bank, Wells Fargo Bank, or Citibank, JP Morgan Chase, Wells Fargo, HCD or another mutually acceptable institutional lender or governmental lender, subject to compliance with the terms and conditions of this Lease.

"Authority" means the Highland Housing Authority, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Housing Authorities Law, and any assignee of or successor to its rights, powers and responsibilities.

"Authority Executive Director" or *"Executive Director"* means the Executive Director of Authority or his or her designee.

"Base Period" means a period of sixty eight (68) years, commencing as of the Commencement Date of this Lease.

"Bond Regulatory Agreement" means the regulatory agreement which it is contemplated may be required to be recorded against the Site with respect to the issuance of multifamily housing bonds in the event an allocation is obtained from CDLAC.

"Bond Rules" means Section 103(b) of the Internal Revenue Code, the rules and regulations applied by CDLAC in connection with the private activity bond allocation or the issuance of bonds thereunder and as set forth in the Indenture of Trust in connection with the issuance of the Bonds.

"Bonds" means multi-family housing bonds as described in the AHA in connection with the Improvements, if any.

"Capital Replacement Reserve" means a reserve fund to be established by Lessee under this Lease as a capital reserve in the amount required by any Approved Construction and/or Permanent Lender.

"City" means the City of Highland, California, a California municipal corporation.

"Closing" means the day on which a memorandum of lease for this Lease is recorded at the Closing under the AHA).

"Commencement" means the commencement of this Lease (which shall occur as of the Closing).

"Commencement Date" means the date on which the Closing occurs.

"County" means the County of San Bernardino, California.

"County Housing Authority" means the Housing Authority of the County of San Bernardino.

"Date of Agreement" means _____, 2023.

"Default" means the failure of a party to perform any action or covenant required by this Lease within the time periods provided herein following any applicable notice and opportunity to cure period, as may be set forth herein.

"Developer", for purposes of this Lease, means Wakeland Housing and Development Corporation, Inc., a California corporation.

"Developer Fee" has the meaning set forth therefor in the AHA.

"Development" for purpose of this Lease, means the new apartment complex including associated improvements as required by the AHA on the Site to be: (i) constructed by Lessee upon the Site, with related offsite improvements, as more particularly described in the Scope of Development and (ii) operated as an affordable housing complex in conformity with this Lease.

"Environmental Laws" means all laws, ordinances and regulations relating to Hazardous Materials, including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 *et seq.*; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901, *et seq.*; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601, *et seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 *et seq.*; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11001 *et seq.*; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 *et seq.*; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f *et seq.*; all comparable state and local laws, laws of other jurisdictions or orders and regulations; and all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over Authority, Lessee, or the Site.

"Governmental Requirements" means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, City, or any other political subdivision in which the Site is located, and of any other political subdivision, Authority, or instrumentality exercising jurisdiction over Lessee or the Site, including the Regulatory Agreement (Density Bonus) between the Developer and the City.

"*Ground Lease Rider*" means Exhibit "D" to this Lease.

"*Hazardous Material*" or "*Hazardous Materials*" means and include any substance, material, or waste which is or becomes regulated by any local governmental authority, including the County, the Regional Water Quality Control Board, the State of California, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos and/or asbestos containing materials; (vii) lead based paint or any lead based or lead products; (viii) polychlorinated biphenyls, (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq*. (42 U.S.C. Section 6903); (xi) Methyl tertiary Butyl Ether; (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, *et seq*. (42 U.S.C. Section 9601); (xiii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any "Governmental Requirements" (as defined in this Lease) either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to the environment; and/or (xiv) lead based paint pursuant to and defined in the Lead Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. § 4800, *et seq*., specifically §§ 4821–4846, and the implementing regulations thereto. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities below attainment levels identified in one or more of the enactments identified above as Governmental Requirements, including those product and amounts as are customarily used in the construction, maintenance, rehabilitation, management, operation and residence of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Development, including without limitation alcohol, aspirin, tobacco and saccharine.

"HCD" means the Housing and Community Development Department of the State of California.

"Housing Authorities Law" means Chapter 1 of Part 2 of Division 24 of the California Health and Safety Code.

"Units" means the ninety (90) individual apartment units within the Development to be constructed and operated by Lessee on the Site, as provided in the AHA and in the Scope of Development, but excluding therefrom one additional unit which Lessee may develop and make available to an on-site manager. the Authority Regulatory Agreement restricts 49% of the 89 units available for leasing (i.e., 44 of the Units) at Affordable Rent (as defined therein).

"HUD" means the United States Department of Housing and Urban Development or its successor(s).

"Improvements" means all of the improvements to be made to the Site and including such offsite improvements and/or other matters as may be required by City as conditions of development for those improvements alluded to in the AHA.

"Lease" means this Ground Lease, which is referred to in the AHA as the "Lease."

"Lease Year" means the period commencing as of Commencement Date and ending as of December 31 of that calendar year, then each calendar year thereafter; provided that the final Lease Year will be a portion of a calendar year ending on December 31 of the corresponding calendar year; provided that the final Lease Year may be a portion of a calendar year.

"Legal Description of the Site" means the description of the Site which is attached hereto as Exhibit "B" .

"Map of the Site" means the Map of the Site which is attached hereto as Exhibit "A" and incorporated herein.

"Memorandum of Lease" means Exhibit "C" to this Lease.

"Notice" means a notice in the form prescribed by Section 8.2 of the AHA.

"Other Assistance Requirements" means laws, regulations and conditions related to financial assistance, if any, as Developer or Lessee may obtain in connection with the development and/or operation of the Site.

"Partnership Agreement" has the meaning set forth therefor in Section 24.25 of this Lease.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or Authority or any other entity which has the legal capacity to own property.

"Prescribed Income Levels" means: (i) for twenty-seven (27) units consisting of twenty-three (23) one bedroom units and four (4) two bedroom units, thirty percent (30%) of Median Income (i.e., Extremely Low Income); and (ii) for seventeen (17) units, consisting of four (4) two-bedroom units and thirteen (13) one bedroom units, fifty percent (50%) of Median Income (i.e., Very Low Income).

"Primary Construction Loan" means the mortgage loans for the Project obtained by Developer or Lessee from a state or local government or instrumentality or a reputable and established bank, savings and loan association, or other similar financial institution for financing the Improvements (but not the operation) of the Project pursuant to the AHA, and reimbursement obligations to approved lenders securing credit enhancement facilities.

"Primary Permanent Loan" means one or more mortgage loans relating to the Project obtained by Developer or Lessee from a state or local government or instrumentality or the Approved Construction and/or Permanent Lender in an amount limited to satisfaction of the outstanding balance of the Primary Construction Loan.

"Principals" means Wakeland.

"Project", for purposes of this Lease, means the residential rental housing development located on the Site and the remainder of the Improvements.

"Property" means the leasehold interest in the Site provided to Lessee by this Lease.

"Property Manager" means ConAm Management Corporation (3990 Ruffin Road, Suite 100, San Diego CA 82123) (or other property manager approved in writing by the Executive Director of the Authority), which shall be responsible for the management and operation of the Project on behalf of Lessee, or another property manager approved in writing by Authority.

"Regulatory Agreement (Grant Funds)" means the Regulatory Agreement (Grant Funds) with the Authority which is to be recorded against the Site in accordance the AHA, in the form of Attachment No. 11 to the AHA.

"Regulatory Agreement (Density Bonus)" means the Regulatory Agreement (Density Bonus) with the City which is to be recorded against the Site in accordance with the AHA, in the form of Attachment No. 13 to the AHA.

"Related Entity" means Wakeland.

"Rent" is defined in Section 5 of this Lease.

"Required Affordable Units" means the forty-four (44) of the dwelling units required to be developed on the Site that are required by this Lease and the Authority Regulatory Agreement to be maintained in conformity with the Prescribed Income Levels at Affordable Rents.

"Required Covenant Period" means the Base Period.

"Schedule of Performance" means Attachment No. 3 to the AHA.

"Scope of Development" means that certain Scope of Development attached to the AHA as Attachment No. 9. The Scope of Development is subject to revision only as provided in the AHA.

"Senior Citizen Household" means a household that is lawful senior housing under fair housing laws and California Civil Code Section 51.3 (with which Lessee shall comply).

"Senior Citizen Unit" means all of the units, except for the manager's unit.

"Site" means the land described in Exhibit "A".

"Site Improvements" means those Improvements which are made to the Site.

"Tax Credit Rules" means Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.*, and the rules and regulations implementing the foregoing.

"Tax Credits" means 4% Low Income Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and/or California Revenue and Taxation Code Sections 17057.5, 17058, 23610.4 and 23610.5 and California Health and Safety Code Section 50199, *et seq.* or 9% Housing Tax Credits granted pursuant to Section 42 of the Internal Revenue Code and related California law

"TCAC" means the Tax Credit Allocation Committee of the State of California.

"Term" or *"Term of the Lease"* means the Base Period.

"Unit" means each of the ninety (90) dwelling units required to be developed by Lessee under the AHA and this Lease on the Site.

"Wakeland" or "Developer Parent" means Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation.

"Year" means a fiscal year beginning as of July 1 and ending June 30 of the following calendar year or such other annual period as may be mutually agreed to by Authority and Lessee.

2. LEASE OF SITE; AUTHORITY TERMINATION RIGHT.

If the Executive Director of Authority shall have approved in writing the closing under the AHA without the satisfaction of the condition that Lessee have closed all financing necessary to complete the Project, such that the closing occurs (and a Memorandum of Lease for this Lease is recorded) prior to the closing of such financing, then in the event that such financing does not close within twenty (20) calendar days after the date of such closing/recording, the Executive Director shall have the right, in his or her sole and absolute discretion (and in that regard, Lessee hereby waives the implied covenant of good faith and fair dealing), to terminate this Lease by written notice to Developer. Upon any such termination, Developer shall promptly execute and deliver to Authority (for execution by Authority and recording), duly acknowledged, a counterpart of a termination of the Memorandum of Lease, in the form provided by Authority to Lessee, and Lessee's obligations to do so shall survive the termination of this Lease.

Authority, for and in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of Lessee to be paid, kept, performed and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Authority, that certain real property in the City shown on the "Map of the Site" attached hereto as Exhibit "A", and having the legal description in the Legal Description of the Site attached hereto as Exhibit "B". Except as expressly provided to the contrary in this Lease, reference to the Site is to the described land, exclusive of any improvements now or hereafter located on the land, notwithstanding that any such improvements may or shall be construed as affixed to and as constituting part of the real property.

3. LEASE TERM.

Lessee shall lease the Site from Authority and Authority shall lease the Site to Lessee for a term commencing on the Commencement Date and for the Base Period (the "Term"), unless sooner terminated as provided for herein.

4. USE OF PROPERTY.

4.1 Use of Property; Compliance with Regulatory Agreements. Lessee shall, by the respective times established therefor in the Schedule of Performance (in the AHA), commence and complete the Improvements in conformance with the requirements of the AHA and all applicable laws, and thereafter the Property and the improvements thereon shall be devoted to those uses permitted by this Lease, the Regulatory Agreement (Grant Funds) and the Regulatory Agreement (Density Bonus).

Lessee shall comply with the Regulatory Agreement (Grant Funds) and the Regulatory Agreement (Density Bonus).

4.2 Management. Lessee shall manage or cause the Property and the Site improvements to be managed in conformity with, and shall otherwise comply with, the Regulatory Agreement (Grant Funds) and the Regulatory Agreement (Density Bonus).

4.3 Only Lawful Uses Permitted. Lessee shall not use the Site or the improvements thereon for any purpose that is in violation of any law, ordinance or regulation of any federal, state, county or local governmental Authority, body or entity. Furthermore, Lessee shall not maintain or commit any nuisance or unlawful conduct (as now or hereafter defined by any applicable statutory or decisional law) on the Site or the improvements thereon, or any part thereof.

5. RENT.

5.1 Rent. During each Lease Year during the Term, Lessee agrees to pay the "Rent." The term "Rent" means the Rent, which is One Dollar ($1.00) per Lease Year. The Base Rent shall be paid on the Commencement Date and on the first day of each subsequent Lease Year.

5.2 Net Lease. It is the intent of the parties hereto that the rent provided herein shall be absolutely net to Authority and that Lessee shall pay all costs, taxes, charges, and expenses of every kind and nature against the Site or the improvements thereon which may arise or become due during the Term, and which, except for execution hereof, would or could have been payable by Authority.

5.3 Payment of Rent. All rent that becomes due and payable pursuant to this Lease shall be paid to Authority at the address of Authority listed in Section 24.7 of this Lease or such other place as Authority may from time to time designate by written notice to Lessee without notice or demand, and without setoff, counterclaim, abatement, deferment, suspension or deduction.

6. AFFORDABLE HOUSING REQUIREMENTS.

6.1 Required Affordable Units. Lessee agrees to construct the Development in accordance with the AHA, and make available, restrict occupancy to, and rent 44 units (the "Required Affordable Units") of the ninety (90) Units at an Affordable Rent as required by the Regulatory Agreement (Grant Funds) and the Regulatory Agreement (Density Bonus), and shall otherwise comply with the AHA and such Regulatory Agreement(s). However, if the Bond Regulatory Agreement or any other recorded agreement imposes stricter rent requirements, it shall control for so long as it remains in effect.

Lessee acknowledges that Authority uses the Certificate of Continuing Program Compliance required by the Regulatory Agreement (Grant Funds), to comply with its own reporting requirements, and to monitor Lessee's compliance with the Regulatory Agreement (Grant Funds), and time is of the

essence with respect to the delivery by Lessee of such annual Certificate as required by the Regulatory Agreement (Grant Funds).

7. UTILITIES AND TAXES.

7.1 Utilities. Lessee shall pay or cause to be paid all common area charges for gas, electricity, water, sewer, garbage collection, and other utilities furnished to the Site and the improvements thereon and all sewer use charges, hookup or similar charges or assessments for utilities levied against the Site and the improvements thereon for any period included within the Term.

7.2 Real Estate Taxes.

(a) As used herein, the term "real estate taxes" means all real estate taxes, municipal or county water and sewer rates and charges, or any other assessments or taxes, which shall be levied against the Site and the improvements thereon, or any interest therein, and which become a lien thereon and accrue during the Term, including possessory interest taxes.

(b) Any real estate taxes which are payable by Lessee hereunder shall be prorated between Authority and Lessee as of the Commencement Date and then again at the expiration or earlier termination of the Term.

(c) Lessee shall have the right to contest the amount or validity of any real estate taxes, in whole or in part, by appropriate administrative and legal proceedings, without any costs or expense to Authority, and Lessee may postpone payment of any such contested real estate taxes pending the prosecution of such proceedings and any appeals so long as such proceedings shall not operate to prevent the collection of such real estate taxes and the sale of the Site and any improvements thereon to satisfy any lien arising out of the nonpayment of the same.

(d) Lessee shall have the right to apply for and may obtain any exemption(s) as may be applicable as to real estate taxes, including possessory interest taxes.

7.3 Personal Property. Lessee covenants and agrees to pay before delinquency all personal property taxes, assessments and liens of every kind and nature upon all personalty as may be owned by Lessee and from time to time situated within the Site and any Site Improvements.

7.4 Lessee Payment of Real Estate and Other Property Taxes. Lessee shall pay all possessory interest taxes assessed on its interest under this Lease, but may apply for an exemption. Pursuant to Health and Safety Code Section 33673, to the extent applicable, the Site is to be assessed and taxed in the same manner as privately owned property, and Lessee shall pay taxes upon the entire property and not merely the assessed value of its leasehold interest. Lessee shall pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all real estate taxes which may be levied against any and all interests in the Site and any Site Improvements during the Term; provided, however, that Lessee may apply for and receive any applicable exemption from the payment of property taxes and assessments. Authority acknowledges and does not object that Developer intends to seek exemptions from property taxes to the extent provided by state law.

7.5 Ownership During Term. All improvements constructed on the Site by Lessee as provided in the AHA and as permitted by this Lease shall, during the Term, be and remain the property of Lessee; provided, however, that Lessee shall have no right to cause or permit waste as to the Site

Improvements, or to destroy, demolish or remove the Site Improvements except as otherwise permitted pursuant to this Lease; and provided further that Lessee's rights and powers with respect to the Site Improvements are subject to the terms and limitations of this Lease. Authority and Lessee covenant for themselves and all persons claiming under or through them that any improvements to the Site are real property.

7.6 Ownership at Termination. Upon the expiration or earlier termination of this Lease, all improvements to the Site, fixtures and furnishings shall, without compensation to Lessee, then become Authority's property, free and clear of all liens, encumbrances, and claims to or against them by Lessee or any third person, firm or entity, including but not limited to any mortgagee or lender, unless otherwise approved by Authority in writing at its discretion. At the option of Authority, Authority may require Lessee to demolish and remove any improvements to the Site which have not previously been approved by Authority.

8. MECHANICS LIENS.

Lessee shall not suffer or permit any mechanics' or materialmen's liens to be enforced against the fee simple estate in reversion of Authority as to the Site and the improvements thereon, nor against Lessee's leasehold interest therein by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the Site and the improvements thereto, or any part thereof, through or under Lessee, and Lessee agrees to defend, indemnify, and hold Authority and City and their respective officers, officials, employees, agents, and representatives, harmless against such liens. If any such lien shall at any time be filed against the Site or any improvements thereon, Lessee shall, within thirty (30) days after notice to Lessee of the filing thereof, cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity, in whole or in part, of any such lien by appropriate proceedings but in such event, Lessee shall notify Authority and promptly bond such lien in the manner authorized by law with a responsible surety company qualified to do business in the State of California or provide other security acceptable to Authority. Lessee shall prosecute such proceedings with due diligence. Nothing in this Lease shall be deemed to be, nor shall be construed in any way to constitute, the consent or request of Authority, express or implied, by inference or otherwise, to any person, firm or limited partnership for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Site, improvements to the Site thereto, or any part thereof. Prior to commencement of construction of any improvements on Site, or any repair or alteration thereto having a cost in excess of Ten Thousand Dollars ($10,000), Lessee shall give Authority not less than thirty (30) days advance notice in writing of intention to begin said activity in order that non-responsibility notices may be posted and recorded as provided by State and local laws.

9. MAINTENANCE AND REPAIR; RESERVES.

Lessee shall maintain all reserves required by any holder of a deed of trust on the Site or Improvements under the documents evidencing or relating to the obligation(s) secured by such deed of trust. Lessee shall manage, operate and maintain the Site and the improvements thereon throughout the Term without expense to Authority, and to perform all repairs and replacements necessary to maintain and preserve the Site and the improvements thereon in good repair, in a neat, clean, safe and orderly condition reasonably satisfactory to Authority and in compliance with all applicable laws. Lessee agrees that Authority shall not be required to perform any maintenance, repairs or services or to assume any expense in connection with the Site including the improvements thereon. Lessee hereby

waives all rights to make repairs or to cause any work to be performed at the expense of Authority as provided for in Section 1941 and 1942 of the California Civil Code.

10. ENVIRONMENTAL MATTERS.

10.1 Definitions. For the purposes of this Lease, unless the context otherwise specifies or requires the following terms shall have the meanings herein specified:

(a) The term "Hazardous Material" or "Hazardous Materials" means and include any substance, material, or waste which is or becomes regulated by any local governmental authority, including the County, the Regional Water Quality Control Board, the State of California, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "acutely hazardous waste," "restricted hazardous waste," or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter Presley Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos and/or asbestos containing materials; (vii) lead based paint or any lead based or lead products; (viii) polychlorinated biphenyls, (ix) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. Section 1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq*. (42 U.S.C. Section 6903); (xi) Methyl tertiary Butyl Ether; (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, *et seq*. (42 U.S.C. Section 9601); (xiii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any "Governmental Requirements" (as defined in this Lease either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to the environment; and/or (xiv) lead based paint pursuant to and defined in the Lead Based Paint Poisoning Prevention Act, Title X of the 1992 Housing and Community Development Act, 42 U.S.C. § 4800, *et seq*., specifically §§ 4821–4846, and the implementing regulations thereto. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities below attainment levels identified in one or more of the enactments identified above as Governmental Requirements, including those product and amounts as are customarily used in the construction, maintenance, rehabilitation, management, operation and residence of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Development, including without limitation alcohol, aspirin, tobacco and saccharine.

(b) The term "Hazardous Materials Contamination" means the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air or other elements on, in, or under the Site by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time (whether before or after the Date of Agreement) emanating from the Site.

(c) The term "Governmental Requirements" means all past, present and future laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the city, or any other political subdivision in which the Site is located, and any other state, county city, political subdivision, authority, instrumentality or other entity exercising jurisdiction over Authority, Lessee or the Site.

10.2 Site Evaluation. Lessee assumes any and all responsibility and Liabilities (as defined in Section 10.3 of this Lease) for all Hazardous Materials Contamination of the Site.

10.3 Indemnification; Lessee's Indemnity. Lessee shall save, protect, pay for, defend (with counsel acceptable to each of Authority and City), indemnify and hold harmless each of Authority, City, and their respective elected and appointed officials, officers, employees, attorneys, representatives, volunteers, contractors and agents (collectively, "Indemnitees") from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and remedial and response costs and third-party claims or costs) (the foregoing are hereinafter collectively referred to as "Liabilities") that may now or in the future be incurred or suffered by Indemnitees by reason of, resulting from, in connection with or arising in any manner whatsoever as a direct or indirect result of: (i) the presence, use, release, escape, seepage, leakage, spillage, emission, generation, discharge, storage, or disposal of any Hazardous Materials in, on, under, or about, or the transportation of any such Hazardous Materials to or from, the Site occurring during the Term or caused or contributed to by Developer; (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, leakage, spillage, emission, escape, discharge, storage, disposal, or transportation of Hazardous Materials in, on, under, or about, or to or from, the Site by Developer or occurring during the Term or caused by Developer; (iii) the physical and environmental condition of the Site caused or contributed to by Developer or occurring during the Term, and (iv) any Liabilities caused or contributed to by acts or omissions of Lessee relating to any Environmental Laws and other Governmental Requirements relating to Hazardous Materials and/or the environmental and/or physical condition of the Site. The foregoing indemnification shall continue in full force and effect regardless of whether such condition, liability, loss, damage, cost, penalty, fine, and/or expense shall accrue or be discovered before or after the termination of the Required Covenant Period. This indemnification supplements and in no way limits the indemnification and defense obligations set forth in Sections 4.5 and 4.7 of the AHA. Lessee's obligations under this Section 10.3 shall survive the expiration of this Lease and shall not merge with any grant deed. Notwithstanding the foregoing, Lessee shall not be obligated to indemnify Authority with respect to the consequences of any act of gross negligence or willful misconduct of Authority.

10.4 Duty to Prevent Hazardous Material Contamination. Lessee shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Lessee shall install and utilize such equipment and implement and adhere to such procedures as are consistent with the standards generally applied by apartment complexes in San Bernardino County, California as respects the disclosure, storage, use, removal, and disposal of Hazardous Materials. Lessee shall notify each of City and Authority, and provide to each of City and Authority a copy or copies of any notices of violation, notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to all Environmental Laws and other Governmental Requirements, and Lessee shall report to each of City and Authority, as soon as possible after each incident, any unusual or potentially important incidents in the event of a release of any Hazardous Materials into the environment.

10.5 Obligation of Lessee to Remediate Premises. Notwithstanding the obligation of Lessee to indemnify Authority pursuant to Section 10.3 of this Lease, Lessee shall, take (i) all actions required by any federal, state, regional, or local governmental Authority or political subdivision or any Governmental Requirements and (ii) all actions necessary to make full economic use of the Site for the purposes contemplated by this Lease and the AHA, which requirements or necessity arise from the presence upon, about or beneath the Site of any Hazardous Materials or Hazardous Materials Contamination no matter when occurring. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Site, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Lessee shall take all actions necessary to promptly remediate or restore the Site to an environmentally sound condition for the uses contemplated by this Lease and the AHA.

10.6 Storage or Handling of Hazardous Materials. Lessee shall comply with all Governmental Requirements for the storage, use, transportation, handling and disposal of Hazardous Materials on or about the Site. In the event Lessee does store, use, transport, handle or dispose of any Hazardous Materials, Lessee shall notify Authority in writing at least ten (10) days prior to their first appearance on the Site and Lessee's failure to do so shall constitute a material default under this Lease. Lessee shall conduct all monitoring activities required or prescribed by applicable Governmental Requirements, and shall, at its sole cost and expense, comply with all posting requirements of Proposition 65 or any other similarly enacted Governmental Requirements. In addition, in the event of any complaint or governmental inquiry, or if otherwise deemed necessary by Authority in its reasonable judgment, Authority may require Lessee, at Lessee's sole cost and expense, to conduct specific monitoring or testing activities with respect to Hazardous Materials on the Site. Lessee's monitoring programs shall be in compliance with applicable Governmental Requirements, and any program related to the specific monitoring of or testing for Hazardous Materials on the Site, shall be satisfactory to Authority, in Authority's reasonable discretion. Lessee shall further be solely responsible, and shall reimburse Authority, for all costs and expenses incurred by Authority arising out of or connected with the removal, clean-up and/or restoration work and materials necessary to return the Site and any property adjacent to the Site affected by Hazardous Materials emanating from the Site to their condition existing at the Commencement. Lessee's obligations hereunder shall survive the termination of this Lease and shall not merge with any grant deed.

10.7 Environmental Inquiries. Lessee shall notify each of City and Authority upon receipt, and provide to Authority a copy or copies, of the following environmental permits, disclosures, applications, entitlements or inquiries relating to the Site and the Development: notices of violation,

notices to comply, citations, inquiries, clean up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Environmental Laws and other applicable Governmental Requirements relating to Hazardous Materials and underground tanks, and Lessee shall report to each of City and Authority, as soon as possible after each incident, all material information relating to or arising from such incident, including, but not limited to, the following:

(a) All required reports of releases of Hazardous Materials, including notices of any release of Hazardous Materials as required by any Governmental Requirements;

(b) All notices of suspension of any permits relating to Hazardous Materials;

(c) All notices of violation from federal, state or local environmental authorities relating to Hazardous Materials;

(d) All orders under the State Hazardous Waste Control Act and the State Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions;

(e) All orders under the Porter Cologne Act, including corrective action orders, cease and desist orders, and clean up and abatement orders;

(f) Any notices of violation from OSHA or Cal OSHA concerning employees' exposure to Hazardous Materials;

(g) All complaints and other pleadings filed against Lessee relating to Lessee's storage, use, transportation, handling or disposal of Hazardous Materials on or about the Site; and

(h) Any and all other notices, citations, inquiries, orders, filings or any other reports containing information which would have a materially adverse effect on the Site or Authority's liabilities or obligations relating to Hazardous Materials.

In the event of a release of any Hazardous Materials into the environment, Lessee shall, as soon as possible after the release, furnish to each of City and Authority a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of City and/or Authority, but subject to any limitations imposed by law or by court order, Lessee shall furnish to each of City and Authority a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Site in Lessee's possession and/or shall notify each of City and Authority of any environmental entitlements or inquiries relating to or affecting the Site within Lessee's actual or constructive knowledge if Lessee is not in possession of same, including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

11. ALTERATION OF IMPROVEMENTS.

Upon completion of the Site Improvements, Lessee shall not make or permit to be made any material structural alteration of, addition to or change in the Site Improvements (which shall be deemed to be material if the cost or value of such alteration(s) or addition(s) exceeds One Hundred Ten Thousand Dollars ($110,000.00) as to any item or Five Hundred Twenty-Five Thousand Dollars ($525,000.00) as all such items are aggregated), nor demolish all or any part of the Site Improvements

without the prior written consent of Authority; provided, however, that the foregoing shall not prohibit or restrict the repair and/or replacement of the improvements to the Site by Lessee in accordance with Section 9 of this Lease. In requesting such consent Lessee shall submit to Authority detailed plans and specifications of the proposed work and an explanation of the need and reasons therefor. In addition to the foregoing, compliance with City building permitting and inspections shall be required.

This provision shall not limit or set aside any obligation of Lessee under this Lease to maintain the Site and the improvement thereon in a clean and safe condition, including structural repair and restoration of damaged Site Improvements. Authority shall not be obligated by this Lease to make any improvements to the Site or to assume any expense therefor.

Lessee shall not commit or suffer to be committed any waste or impairment of the Site or the improvements to the Site, or any part thereof, except as otherwise permitted pursuant to this Lease. Lessee agrees to keep the Site and the Site Improvements clean and clear of refuse and obstructions, and to dispose of all garbage, trash and rubbish in a manner satisfactory to Authority.

12. DAMAGE OR DESTRUCTION.

The terms of the Regulatory Agreement (Grant Funds) regarding damage and destruction shall apply.

13. SALE, ASSIGNMENT, SUBLEASE OR OTHER TRANSFER.

Except for (a) leases of particular dwelling Units to tenants, and (b) the lease of or grant of an easement or license to City, Lessee shall not sell, assign, sublease, or otherwise transfer this Lease or any right therein, nor make any total or partial sale, assignment, sublease, or transfer in any other mode or form of the whole or any part of the Site or the Site Improvements (each of which events is referred to in this Lease as an "Assignment"), without prior written approval of Authority in its sole and absolute discretion, except as specifically provided below. The term "Assignment" shall be deemed to include (without limitation) all refinancing thereof and any other loans approved by Authority. Any purported assignment without the prior written consent of Authority shall be made null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

Notwithstanding any other provision of this Lease to the contrary, Authority shall not unreasonably withhold its approval of an assignment of this Lease or conveyance of the Site or the improvements thereto, or any part thereof, in connection with any of the following:

(a) Any transfers to an entity or entities in which Lessee retains a minimum of fifty-one percent (51%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities, provided reasonable evidence of the same is provided to Authority in advance.

(b) The conveyance or dedication of any portion of the Site to City or other appropriate governmental Authority; or the granting of easements or permits to facilitate construction of the Site Improvements provided reasonable evidence of the need for the same is provided to the Authority in advance, and only encumbers Lessee's leasehold interest.

In the event of a proposed assignment by Lessee under subparagraph (a) above, Lessee agrees that at least thirty (30) days prior to such assignment it shall give written notice to Authority including

a request for approval of such assignment and satisfactory evidence that the assignee will assume the obligations of this Lease concurrently with the assignment of this Lease.

Authority agrees that it will reasonably consider any other written request for Authority's consent to an assignment of this Lease after the achievement of occupancy of ninety percent (90%) or more of the rental units in conformity with the Regulatory Agreement (Grant Funds) provided such written request is accompanied by reasonable evidence of the proposed assignee's operational qualifications and experience, and its financial commitments and resources, and the financial terms of such Assignment (including the consideration proposed to flow to Developer or any affiliated person or entity). Notwithstanding the foregoing, the transfer of limited partnership interests to tax credit investors shall not entitle Authority to receive compensation (by virtue of such transfer to tax credit investors). An assignment and assumption agreement in form satisfactory to Authority's legal counsel shall also be required for all proposed assignments. Lessee shall promptly furnish to Authority such further information as may be reasonably requested.

14. TRIPLE NET LEASE; DISCLAIMER.

Authority and Lessee intend that this Lease be a so called "triple net" lease and that except as expressly provided herein all costs, expenses and obligations with respect to the Site during the Lease Term be borne by Lessee and not by Authority.

During the Term, Lessee agrees that Authority and City, their agents, officers, representatives and employees, shall not be liable for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of Lessee, its sublessees or representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other person whomsoever, nor for personal injuries to, or deaths of any persons, whether caused by or resulting from any act or omission of Lessee or its sublessees or any other person on or about the Site and the Site Improvements, or in connection with the operation thereof, or from any defect in the Site or the Site Improvements, or from any displacement of tenants or liability for relocation assistance pursuant to Government Code Section 7260, *et seq.*, due to the acts of Lessee hereunder. Lessee agrees to indemnify and save free and harmless Authority and City and their authorized agents, officers, representatives and employees against any and all claims, actions, damages, liability (including reasonable expenses and attorneys' fees) concerning loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Site and/or the Site Improvements or the occupancy or use by Lessee of the Site and/or the Site Improvements or any part thereof, or arising from or out of Lessee's failure to comply with any provision of this Lease or otherwise occasioned wholly or in part by any act or omission of Lessee, its agents, representatives, contractors, employees, servants, customers or licensees. Lessee shall not be responsible for (and such indemnity shall not apply to) any acts, errors or omissions of Authority, City, or their respective agents, officers, representatives or employees.

15. INSURANCE.

15.1 Insurance to be Provided by Lessee. During the Term, Lessee, at its sole cost and expense, shall:

(a) Maintain or cause to be maintained a policy or policies of insurance against loss or damage to the Site Improvements and all improvements of all property of an insurable nature located upon the Site, resulting from fire, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage fire insurance and casualty loss policies.

(b) Maintain or cause to be maintained use and occupancy or business interruption or rental income insurance against the perils of fire, lighting, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage fire insurance policies, in an amount equal to not less than twelve (12) months' gross rental income payable to Lessee from tenants on the Site, assuming one hundred percent (100%) occupancy.

(c) Maintain or cause to be maintained, comprehensive general liability insurance with respect to the Site and the Site Improvements and the operations of Lessee in, on or about the Site and the Site Improvements, including, but not limited to, owned and hired motor vehicle liability, cross liability and severability of interests, personal injury, XC&U, blanket contractual, owners protective broad form property damage, and product/completed operations liability coverage in an amount not less than Two Million Dollars ($2,000,000), combined single limit, public liability insurance to protect against loss from liability for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever on or about the Site and the Site Improvements, or in connection with the operation thereof, resulting directly or indirectly from any acts or activities of Lessee or its sublessees, or any person acting for Lessee, or under their respective control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person occurring on or about the Site and the Site Improvements, or in connection with the operation thereof, caused directly or indirectly by or from acts or activities of Lessee of its sublessees, or any person acting for Lessee, or under their respective control or direction. Such property damage and personal injury insurance shall also provide for and protect against incurring any legal cost in defending claims for alleged loss. The required amount of insurance shall be subject to increases as Authority may reasonably require from time to time, but not more frequently than every twenty-four (24) months. In no event shall such increase or increases exceed the increase during such period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, Subgroup "All Items," in the geographical area applicable to San Bernardino County. Lessee agrees that provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities, activities of its sublessees or the activities of any other person or persons for which Lessee is otherwise responsible.

(d) Maintain or cause to be maintained worker's compensation insurance issued by a responsible carrier authorized under the laws of the State of California to insure employers against liability for compensation under the workers' compensation laws now in force in California, or any laws hereafter enacted as an amendment or supplement thereto or in lieu thereof. Such workers' compensation insurance shall cover all persons employed by Lessee in connection with the Site and the Site Improvements and shall cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for on behalf of any person incurring or suffering injury or death in connection with the Site or the Site Improvements or the operation thereof by Lessee.

15.2 Definition of "Full Insurable Value. The term "Full Insurable Value" as used in this Section 15 means the actual replacement cost (excluding the cost of excavation, foundation and footings below the lowest floor and without deduction for depreciation) of the Site Improvements, including the cost of construction of the Site Improvements, architectural and engineering fees, and inspection and supervision. To ascertain the amount of coverage required, Lessee shall cause the Full Insurable Value to be determined from time to time by appraisal by the insurer or, if no such appraisal is available, by an appraiser mutually acceptable to Authority and Lessee, not less often than once every three (3) years.

15.3 General Insurance Provisions. All policies of insurance provided for in this Section 15, except for the workers' compensation insurance, shall name Lessee as the insured and loss payee and Authority and City and their respective officers, employees, agents, and representatives, as additional insureds, as their respective interests may appear. All property casualty insurance policies shall include the interest of any Lessee's Mortgagee, and may provide that any loss is payable to Lessee's Mortgagee in which event such policies shall contain standard mortgage loss payable clauses. Lessee agrees to timely pay all premiums for such insurance and, at its sole cost and expense, to comply and secure compliance with all insurance requirements necessary for the maintenance of such insurance. Lessee agrees to submit policies of all insurance required by Section 15 of this Lease, or certificates evidencing the existence thereof, to Authority **on or before the effective date of this Lease**, indicating full coverage of the contractual liability imposed by this Lease. At least thirty (30) days prior to expiration of any such policy or any subsequent policy, as applicable, copies of renewal policies, or certificates evidencing the existence thereof, shall be submitted to Authority. All policies of insurance required of Lessee herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less that Class X, as rated in the most current available "Best's Key Rating Guide", and which are qualified to do business in the State of California. All policies or certificates of insurance shall also: (i) provide that such policies shall not be canceled or limited in any manner without at least thirty (30) days prior written notice to Authority; and (ii) provide that such coverage is primary and not contributing with any insurance as may be obtained by Authority and shall contain a waiver of subrogation for the benefit of City and Authority.

Coverage provided hereunder by Lessee shall be primary insurance and not be contributing with any insurance maintained by Authority or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City and Authority. None of the above-described policies shall require Lessee to meet a deductible or self-insured retention amount of more than Five Thousand Dollars ($5,000.00) unless first approved in writing by the Authority Executive Director. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide – Property and Casualty." The required certificate shall be furnished by Lessee at the time set forth herein.

15.4 Failure to Maintain Insurance/Maintenance. If Lessee fails or refuses to procure or maintain insurance as required by this Lease, Authority shall have the right, at Authority's election, and upon ten (10) days prior notice to Lessee, to procure and maintain such insurance. Lessee shall pay to Authority within ten (10) days after written demand with evidence of costs, as rent, an amount equal to one hundred fifteen percent (115%) of the amounts paid by Authority for insurance premiums or costs to repair and maintain the Development upon the failure by Lessee to timely and fully provide such insurance and/or maintenance.

15.5 Insurance Proceeds Resulting from Loss or Damage to Site Improvements. All proceeds of insurance with respect to loss or damage to the Site Improvements during the term of this Lease shall be payable, under the provisions of the policy of insurance, to Lessee, and said proceeds shall constitute a trust fund to be used for the restoration, repair and rebuilding of the Site Improvements in accordance with plans and specifications approved in writing by Authority. To the extent that such proceeds exceed the cost of such restoration, repair or rebuilding, then such proceeds shall be retained by the party that purchased the insurance.

If this Lease is terminated by mutual agreement of Authority and Lessee and said Site Improvements are not restored, repaired or rebuilt, the insurance proceeds shall be jointly retained by

Authority and Lessee and shall be applied first to any payments due under this Lease from Lessee to Authority, second to restore the Site and Site Improvements to their original condition and to a neat and clean condition, and finally any excess shall be apportioned between Lessee and Authority as their interests may appear; provided, however, that within any period when there is an outstanding mortgage upon the Site Improvements, such proceeds shall be applied first to discharge the debt secured by the mortgage and then for the purposes and in the order set forth above in this paragraph.

16. EMINENT DOMAIN.

If the Site and/or the Site Improvements or any part thereof shall be taken for public purposes by any public authority other than Authority by condemnation as a result of any action or proceeding in eminent domain, then, as between Authority and Lessee (or mortgagee, if a mortgage is then in effect), the interests of Authority and Lessee (or mortgagee) in the award and the effect of the taking upon this Lease shall be as set forth in the construction and permanent loan documents, and if no such loan encumbers the property then as follows:

(a) In the event of such taking of only a part of the Site, leaving the remainder of the Site in such location and in such form, shape and size as to be used effectively and practicably for the conduct thereon of the uses permitted hereunder, this Lease shall terminate and end as to the portion of the Site so taken as of the date title to such portion vests in the condemning authority, but shall continue in full force and effect as to the portion of the Site not so taken and from and after such date the rental required by this Lease to be paid by Lessee to Authority shall be reduced in the proportion which the number of square feet so taken bears to the total number of square feet in the Site.

(b) In the event of taking of only a part of the Site, leaving the remainder of the Site in such location, or in such form, shape or reduced size as to render the same not effectively and practicably usable, for the conduct thereon of the uses permitted hereunder, this Lease and all right, title and interest thereunder shall cease on the date title to the Site or the portion thereof so taken vests in the condemning authority.

(c) In the event the entire the Site is taken, this Lease and all of the right, title and interest thereunder, shall cease on the date title to the Site so taken vests in the condemning authority.

(d) Promptly after a partial taking, at Lessee's expense and in the manner specified in provisions of this Lease related to maintenance, repairs, alterations, Lessee shall restore the Site Improvements, to the extent of condemnation proceeds received by Lessee, so as to place them in a condition suitable for the uses and purposes for which the Site was leased.

(e) In the event of any taking under subparagraphs (a), (b) or (c) hereinabove, that portion of any award of compensation attributable to the fair market value of the Site or portion thereof taken, valued as subject to this Lease, shall belong to Authority. That portion of any award attributable to the fair market value of Lessee's leasehold interest in the Site and fee interest in the improvement thereon pursuant to this Lease shall belong to Lessee. Said award shall be used for the restoration, repair or rebuilding of the Site Improvements in accordance with plans and specifications approved in writing by Authority to the extent necessary to restore or repair the Site Improvements and any remaining severance damages shall be payable to Lessee; except that, during the last ten (10) years of the Term, any remaining severance damages shall be payable to Authority. The value of each interest for the purpose of apportionment under this Section 16 shall be the fair market value of such interests at the time of the taking.

(f) Provided, however, that within the period during which there is an outstanding mortgage on the Site Improvements, the mortgagee shall be entitled to any portion of the award attributable to the Site Improvements, to the extent of its interest therein.

(g) Notwithstanding the foregoing provisions of this Section 16, Authority may, in its discretion and without affecting the validity and existence of this Lease, transfer Authority's interests in the Site in lieu of condemnation to any authority entitled to exercise the power of eminent domain. In the event of such transfer by Authority, Lessee (or mortgagee if a mortgage is then in effect) and Authority shall retain whatever rights they may have to recover from said authority the fair market value of their respective interests in the Site Improvements taken by the authority.

(h) All valuations to be made pursuant to this Section 16 shall be made by mutual agreement of Authority and Lessee.

(i) Authority agrees that during the Term, provided that this Lease shall remain in effect, Authority shall not exercise eminent domain powers as to the Site or the Site Improvements.

17. OBLIGATION TO REFRAIN FROM DISCRIMINATION.

There shall be no discrimination against or segregation of any person or group of persons, on account of sex, marital status, race, color, creed, religion, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Site and the Site Improvements, and Lessee itself or any person claiming under or through it shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees thereof or any portion thereof, or in the providing of goods, services, facilities, privileges, advantages and accommodation.

Lessee shall refrain from restricting the rental, sale, or lease of the Site and the Site Improvements, or any portion thereof, on the basis of sex, marital status, race, color, creed, religion, ancestry or national origin of any person. All such leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In Leases:

"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(b) In Contracts:

"There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

18. NONDISCRIMINATION IN EMPLOYMENT.

Lessee, for itself and its successors and assigns, agrees that during the operation of the Site Improvements provided for in this Lease, and during any work of repair or replacement, Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, physical or mental disability, sexual orientation, ancestry or national origin, or on the basis of any other category or status not permitted by law.

19. [INTENTIONALLY OMITTED].

20. COMPLIANCE WITH LAW.

Lessee agrees, at its sole cost and expense, to comply and secure compliance by all contractors and tenants of the Site in connection with the development of the Site and the operation of the Site with all the requirements now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities, pertaining to the Site and the improvements to the Site, as well as operations conducted thereon, and to faithfully observe and secure compliance by all contractors and tenants of the Site and the Site Improvements with, in the use of the Site and the Site Improvements all applicable county and municipal ordinances and state and federal statutes now in force or which may hereafter be in force, and to pay before delinquency all taxes, assessments, and fees, if any, assessor levied upon Lessee or the Site or the Site Improvements, including the land and any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by Lessee or by reason of the business or other activities of Lessee upon or in connection with the Site and the Site Improvements. Lessee shall use good faith efforts to prevent tenants from maintaining any nuisance or other unlawful conduct on or about the Property, and shall take such actions as are reasonably required to abate any such violations by tenants of the Site and the Site Improvements. The judgment of any court of competent jurisdiction, or the admission of Lessee or any sublessee or permittee in any action or proceeding against them, or any of them, whether Authority be a party thereto or not, that Lessee, sublessee or permittee has violated any such ordinance or statute in the use of the Site or the Site Improvements shall be conclusive of that fact as between Authority and Lessee, or such sublessee or permittee. Lessee shall comply with all applicable laws, regulations, and any applicable labor standards, all of which laws and regulations shall be deemed to be incorporated herein by reference. Lessee shall comply with the Tax Credit Rules.

21. ENTRY AND INSPECTION.

In addition to and without limitation to such rights as Authority or City may have as a matter of law, Authority reserves and shall have the right between the hours of 8:00 a.m. and 8:00 p.m., upon twenty-four (24) hours prior notice (except in cases of emergency in which case entry may be made at any time and without notice) to Lessee by the Authority Executive Director, to enter the Site and the Site Improvements for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the Site and the improvements to the Site or to inspect the operations conducted thereon.

22. RIGHT TO MAINTAIN.

In the event that the entry or inspection by Authority pursuant to Section 21 of this Lease discloses that the Site or the Site Improvements are not in a decent, safe, and sanitary condition, Authority shall have the right, after thirty (30) days written notice to Lessee (except in case of emergency, in which event no notice shall be necessary), to have any necessary maintenance work done for and at the expense of Lessee and Lessee hereby agrees to pay promptly any and all costs incurred by Authority in having such necessary maintenance work done in order to keep the Site and the Site Improvements in a decent, safe and sanitary condition. The rights reserved in this Section 24 shall not create any obligations on Authority or increase obligations elsewhere in this Lease imposed on Authority.

23. EVENTS OF DEFAULT AND REMEDIES.

23.1 Events of Default by Lessee. The occurrence of any one (1) or more of the following shall constitute an event of default hereunder:

(a) Lessee shall fail to construct the Improvements in accordance with the AHA and within the times set forth in the AHA; or

(b) Lessee shall otherwise fail to comply with the AHA, or shall fail to comply with the Authority Regulatory Agreement or the Regulatory Agreement (Density Bonus), or Lessee's Loan Agreement with or related Promissory Note to Wakeland (loaning the grant funds provided to Wakeland by Authority) or the deed of trust (if any) securing such Promissory Note, and shall fail to cure the default within thirty (30) days after written notice from Authority; or

(c) Wakeland shall default under the Grant Agreement among Wakeland, Authority and the City, and shall fail to cure the default within thirty (30) days after written notice from Authority; or

(d) Lessee shall fail or refuse to pay, within ten (10) days of notice from Authority that the same is due, any installment of rent or any other sum required by this Lease to be paid by Lessee; or

(e) Lessee shall fail to perform any covenant or condition of this Lease other than as set forth in subparagraphs (a) or (b) above or paragraphs (e), (f), (h) or (i) below, and any such failure shall not be cured within thirty (30) days following the service on Lessee of a written notice from Authority specifying the failure complained of, or if it is not practicable to cure or remedy such failure within such thirty (30) day period, then Lessee shall not be deemed to be in default if Lessee

shall commence such cure within such thirty (30) day period and thereafter diligently prosecute such cure to completion; or

(f) Subject to any restrictions or limitations placed on Authority by applicable laws governing bankruptcy, Lessee's (i) application for, consent to or suffering of the appointment of a receiver, trustee or liquidator for all or for a substantial portion of its assets; (ii) making a general assignment for the benefit of creditors; (iii) admitting in writing its inability to pay its debts or its willingness to be adjudged a bankrupt; (iv) becoming unable to or failing to pay its debts as they mature; (v) being adjudged a bankrupt; (vi) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within ninety (90) days of such filing); (vii) convening a meeting of its creditors or any class thereof for purposes of effecting a moratorium, extension or composition of its debts; or (viii) suffering or permitting to continue unstayed and in effect for sixty (60) consecutive days any attachment, levy, execution or seizure of all or a portion of Lessee's assets or of Lessee's interest in this Lease,

then, upon notice having been given by Authority and the failure to cure within thirty (30) of such notice, such event shall constitute an event of default under this Lease. Any cure provided by the limited partner of Lessee shall be treated as a cure by Lessee.

23.2 Remedies of Authority. In the event of any such default as described in Section 23.1 of this Lease which default has not been timely cured, Authority may, at its option:

(a) Correct or cause to be corrected said default and charge the costs thereof (including costs incurred by Authority in enforcing this provision) to the account of Lessee, which charge shall be due and payable within thirty (30) days after presentation by Authority of a statement of all or part of said costs;

(b) Correct or cause to be corrected said default and pay the costs thereof (including costs incurred by Authority in enforcing this provision) from the proceeds of any insurance;

(c) Exercise its right to maintain any and all actions at law or suits in equity to compel Lessee to correct or cause to be corrected said default;

(d) Have a receiver appointed to take possession of Lessee's interest in the Site and the Site Improvements, with power in said receiver to administer Lessee's interest in the Site and the Site Improvements, to collect all funds available to Lessee in connection with its operation and maintenance of the Site and the Site Improvements; and to perform all other consistent with Lessee's obligation under this Lease as the court deems proper;

(e) Terminate this Lease by written notice to Lessee.

23.3 Right of Authority in the Event of Termination of Lease. Upon termination of this Lease pursuant to Section 23.2 of this Lease, it shall be lawful for Authority to re-enter and repossess the Site and the Site Improvements and Lessee, in such event, does hereby waive any demand for possession thereof, and agrees to surrender and deliver the Site and the Site Improvements peaceably to Authority immediately upon such termination in good order, condition and repair, except for reasonable wear and tear. Lessee agrees that upon such termination, title to all the Site Improvements on the Site shall vest in Authority.

Termination of this Lease shall not relieve or release Lessee from any obligation incurred pursuant to this Lease prior to the date of such termination. Termination of this Lease shall not relieve Lessee from the obligation to pay any sum due to Authority or from any claim for damages against Lessee.

23.4 Damages. Should Authority elect to terminate this Lease pursuant to the provisions of this Section 23, Authority may recover from Lessee, as damages, any and all rent charged by Lessee to tenants in excess of the rent permitted by the Regulatory Agreement (Grant Funds) and Regulatory Agreement (Density Bonus), and the costs incurred by Authority to cure any then ongoing default by Lessee under this Lease (notwithstanding the termination of the Lease), and any other amounts necessary to compensate Authority for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Authority in (i) retaking possession of the Site and the improvements thereon, including reasonable attorneys' fees therefor, (ii) maintaining or preserving the Site and the Site Improvements after default, (iii) preparing the Site and the Site Improvements for reletting to a new tenant, including repairs or alterations to the Site and the Site Improvements, (iv) leasing commissions, or (v) any other costs necessary or appropriate to relet the Site and the Site Improvements, plus (e) at Authority's election, any other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the law of the State of California.

23.5 Rights and Remedies are Cumulative. The remedies provided by this Section are not exclusive and shall be cumulative to all other rights and remedies possessed by Authority. The exercise by Authority of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by Lessee.

24. MISCELLANEOUS.

24.1 Governing Law; Interpretation. The laws of the State of California shall govern the interpretation and enforcement of this Lease.

This Lease shall be interpreted as if jointly prepared by both parties.

24.2 Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of San Bernardino County, State of California, in any other appropriate court in that County, or in the Federal District Court in the District of California in which the Site is located.

24.3 Acceptance of Service of Process. In the event that any legal action is commenced by Lessee against Authority, service of process on Authority shall be made by personal service upon the Chairman of Authority or the Authority Executive Director, or in such other manner as may be provided by law. In the event that any legal action is commenced by Authority against Lessee, service of process on Lessee shall be made by personal service upon Lessee or in such other manner as may be provided by law, and shall be effective whether made within or without the State of California.

24.4 Attorneys' Fees And Court Costs. In the event that either Authority or Lessee shall bring or commence an action to enforce the terms and conditions of this Lease or to obtain damages

against the other party arising from any default under or violation of this Lease, then the prevailing party shall be entitled to and shall be paid reasonable attorneys' fees and court costs therefor in addition to whatever other relief such prevailing party may be entitled.

24.5 Financial Statement; Inspection of Books And Records. Lessee shall submit to Authority on an annual basis, not later than seventy-five (75) days after the last day of each Lease Year, an Audited Financial Statement for the operation of the Site and the Site Improvements, which is prepared by a certified public accounting firm. In addition, Authority shall have the right (at Lessee's office, upon not less than forty-eight (48) hours' notice, and during normal business hours) to inspect the books and records of Lessee pertaining to the Site as pertinent to the purposes of this Lease and the AHA. Lessee also has the right (at Authority's office, upon not less than forty-eight (48) hours' notice, and at all reasonable times) to inspect the books and records of Authority pertaining to the Site as pertinent to the purposes of this Lease and the AHA.

24.6 Interest. Any amount due Authority that is not paid when due shall bear interest from the date such amount becomes due until it is paid. Interest shall be at a rate equal to the lesser of (i) seven percent (7%) per annum, compounded annually, on the first day of the month such amount becomes due, and (ii) the maximum rate permitted by applicable law.

24.7 Notices; Cure by Limited Partners. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be given either by (i) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (ii) mailing in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

Authority: Highland Housing Authority
27215 Base Line
Highland, California 92346
Attention: Executive Director

with a copy to: (delivery of which shall not constitute notice to Authority)

Richards Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Attention: Maricela Marroquin, City Attorney

Lessee: Wakeland Highland LP
1230 Columbia St., Suite 950
San Diego, California 92101
Attention: Rebecca Louie

or to such other address as either party shall later designate for such purposes by written notice to the other party. Notices shall be deemed effective: (i) if sent by messenger, one business day after delivery to a reputable delivery service for overnight delivery; or (ii) if sent by certified mail, then the date of delivery (or inability to deliver or refusal to accept delivery) shown on the return receipt.

Copies of all notices which are sent to Lessee under the Lease shall also be sent to limited partners of Lessee provided that Lessee shall have delivered the names and addresses of such limited partner(s) to Authority in writing with a reference to this Section; provided, however, that a failure by Authority to send such notice shall not constitute a default by Authority or vitiate or otherwise negatively affect any notice given to Lessee. Lessee and Authority hereby agree that any cure of any default made or tendered by Lessee's limited partners shall be deemed to be a cure by Lessee and shall be accepted or rejected on the same basis as if made or tendered by Lessee.

24.8 Time is of the Essence. Time is of the essence in the performance of the terms and conditions of this Lease.

24.9 Non-Merger of Fee and Leasehold Estates. If both Authority's and Lessee's estates in the Site or the Site Improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except at the express election of Authority and Lessee's Mortgagee. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work as a merger and shall, at the option of Authority, terminate all or any existing sublease or subtenancies or may, at the option of Authority, operate as an assignment to Authority of any or all such existing subleases or subtenancies.

24.10 Holding Over. The occupancy of the Site after the expiration of the Term of this Lease with the written consent of the Authority shall be construed to be a tenancy from month to month, and all other terms and conditions of this Lease shall continue in full force and effect.

24.11 Conflict of Interest. No member, official or employee of Authority shall have any personal interest, direct or indirect, in this Lease nor shall any such member, official or employee participate in any decision relating to the Lease which affects his personal interests or the interests of any limited partnership, partnership or association in which he is directly or indirectly interested.

Lessee warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

24.12 Non-Liability of Authority Officials And Employees. No member, official, officer, employee, agent, or representative of Authority shall be personally liable to Lessee, or any successor in interest, in the event of any default or breach by Authority or for any amount which may become due to Lessee or successor or on any obligations under the terms of this Lease.

24.13 Relationship. The relationship between the parties hereto shall at all times be deemed to be that of landlord and tenant. The parties do not intend nor shall this Lease be deemed to create a partnership or joint venture.

24.14 Waivers And Amendments. All waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of Authority or Lessee. The waiver by Authority of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Authority shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this Lease, regardless of Authority's knowledge of such preceding breach at the time of acceptance of such rent. Failure on the part of Authority to require or exact full and complete compliance with any of the

covenants or conditions of this Lease shall not be construed as in any manner changing the terms hereof and shall not prevent Authority from enforcing any provision hereof.

All amendments or modifications hereto must be in writing and signed by the appropriate authorities of Authority and Lessee.

Lessee's mortgagee permitted by this Lease shall not be bound by any waiver or amendment to this Lease without Lessee's mortgagee giving its prior written consent.

24.15 Non-Merger With AHA. None of the terms, covenants or conditions agreed upon in writing in the AHA and other instruments between the parties to this Lease with respect to obligations to be performed, kept or observed by Lessee or Authority in respect to the Site or any part thereof, shall be deemed to be merged with this Lease.

24.16 Entire Agreement; Counterparts. This Lease sets forth the entire understanding of the parties with respect to the specific terms set forth in this Lease, but the parties acknowledge that the AHA, Authority Regulatory Agreement and Regulatory Agreement (Density Bonus) are also agreements by Authority, City and Developer that apply to the Development.. This Lease may be executed in counterparts, each of which and all of which together are one and the same agreement.

24.17 Severability. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

24.18 Recordation. A short form memorandum of this Lease, in the form attached hereto as Exhibit "C", shall be recorded as required by the AHA.

24.19 Binding Effect. This Lease, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and (subject to restrictions on transfer, assignment and subletting herein) shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

24.20 Estoppel Certificates. Each of the parties shall at any time and from time to time, but not more frequently than twice during any calendar year, upon not less than twenty (20) days' prior notice by the other, execute, acknowledge and deliver to such other party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there shall have been modifications that this Lease is in full force and effect as modified and stating the modifications), and stating whether or not to the knowledge of the signer of such certificate such other party is in default in performing or observing any provision of this Lease, and, if in default, specifying each such default of which the signer may have knowledge, and such other matters as such other party may reasonably request, it being intended that any such statement delivered by Lessee may be relied upon by Authority or any successor in interest to Authority or any prospective mortgagee or encumbrancer thereof, and it being further intended that any such statement delivered by Authority may be relied upon by any prospective assignee of Lessee's interest in this Lease or any prospective mortgagee or encumbrancer thereof. Reliance on any such certificate may not extend to any default as to which the signer of the certificate shall have had no actual knowledge.

24.21 Force Majeure. Any construction or repair deadline obligation in this Lease shall be extended to the extent performance is delayed due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; acts or omissions of another party, or acts or failures to act of City or any other public or governmental agency or entity (excepting that acts or failures to act of Authority shall not excuse performance by Authority). Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall only be for the period of the enforced delay and shall apply only if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Notwithstanding any provision of this Lease to the contrary, the inability to obtain funds for payments, or an allocation by CDLAC or the lack of issuance of the Bonds, or the lack of funding to complete the Improvements or the inability to accomplish the provision of water service to the Site (or any potion thereof) shall not constitute grounds of enforced delay pursuant to this Section.

In addition to the foregoing (and without regard to the preceding portion of this Section), the Executive Director shall have the authority, at his discretion, to approve construction and repair deadlines not to exceed a cumulative total of three hundred sixty (360) days, provided that each such extension is in writing.

24.22 Quiet Enjoyment. Authority does hereby covenant, promise and agree to and with Lessee that Lessee, for so long as Lessee is not in default hereof, shall and may at all times peaceably and quietly have, hold, use, occupy and possess the Site throughout the Term.

24.23 Authority Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by Authority, the Authority Executive Director or his or her designee is authorized to act on behalf of Authority unless specifically provided otherwise or the law otherwise requires.

24.24 No Third Parties Benefited Except for City and Approved Leasehold Mortgagee; City Option to Acquire Interest of Authority. This Lease is made for the purpose of setting forth rights and obligations of Lessee and Authority, and no other person or entity (except for City) shall have any rights hereunder or by reason hereof. Except for City, and each leasehold mortgagee approved by Authority, each of which shall be deemed to be a third party beneficiary of this Lease, there shall be no third party beneficiaries of this Lease. City shall have the authority to enforce this Lease.

City shall have an option to acquire from Authority all interest of Authority in the Site, together with any improvements thereon, upon payment of the sum of One Dollar ($1.00), at any time commencing as of the Date of Agreement and continuing throughout the Required Covenant Period. In the event City exercises such option, City shall provide notice thereof to Lessee and to Authority. The transfer of the Site, together with any improvements thereon, from Authority to City shall not, ipso facto, modify the rights of Lessee under this Lease (or the rights of Developer under the AHA).

24.25 Lessee's Limited Partners. Lessee has advised Authority that Wakeland Highland LLC, as general partner (the "General Partner") shall be entering into an Amended and Restated Partnership Agreement for Borrower ("Partnership Agreement") with a limited partner that will be investing funds to construct the Project (the "Investor Limited Partner").

(a) Notwithstanding anything to the contrary contained in this Lease or the Agreement, the interests of Investor Limited Partner shall be freely transferable and any amendment

to Partnership Agreement, to the extent such amendment effectuates such transfers, shall not require Authority or City consent; provided that Lessee or Lessee's Investor Limited Partner inform Authority in writing of any such transfers.

(b) Notwithstanding anything to the contrary contained in this Lease or the Agreement, the removal, or withdrawal in lieu of removal, of Lessee's general partner(s) for cause in accordance with the Partnership Agreement shall not require the consent of Authority and/or City and shall not constitute a default under any of the Lease or the Agreement. If such general partner is removed, or withdraws in lieu of removal, Authority will reasonably consider the admission of a substitute general partner; provided that (i) the Investor Limited Partner submits written evidence reasonably demonstrating that the substitute general partner has substantial experience operating affordable rental housing projects in California (at least five years' experience managing at least five hundred (500) units, including without limitation the Required Affordable Units, shall be deemed to satisfy the foregoing), and (ii) Authority does not receive written notice that Lessee's general partner objects to the substitution; provided that if the Investor Limited Partner designates itself as the substitute general partner, Lessor agrees that the admission of such substitute general partner shall not be required. Any amendment to Lessee's Partnership Agreement, to the extent such amendment effectuates such removal and/or withdrawal, and such admission of the substitute general partner shall not require Lessor consent.

(c) Notwithstanding anything to the contrary contained in this Lease or the Agreement, if a non-monetary default or event of default occurs under the terms of this Lease, prior to exercising any remedies thereunder, Lessor will give Lessee and its Investor Limited Partner written notice of such default; provided that the failure by Authority to notify the Investor Limited Partner shall not vitiate or negatively affect any notice given to Lessee. If the default is reasonably capable of being cured within thirty (30) days, Lessee shall have such period to effect a cure prior to exercise of remedies by Lessor under this Lease, or such longer period of time as may be specified in this Lease. If the default is such that it is not reasonably capable of being cured within thirty (30) days (or such longer period if so specified), and if Lessee (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Lessee shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any remedies by Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their lawfully authorized officers.

AUTHORITY:

HIGHLAND HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Joseph Hughes
Executive Director

LESSEE:

WAKELAND HIGHLAND LP,
a California limited partnership

By: WAKELAND HIGHLAND LLC, a California limited liability company, its managing general partner

By: WAKELAND HOUSING AND DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation its sole member/manager

By: _____
Rebecca Louie
President and Chief Executive Officer

EXHIBIT A

MAP OF THE SITE

Attached, but in the event of any discrepancy between such map and the legal description attached as Exhibit B, said legal description shall govern and prevail.

TITLE CONSTRAINTS MAP

CITY OF HIGHLAND, CA.

DATE OF SURVEY: OCTOBER 4, 2022

LEGEND

PROJECT BOUNDARY

EASEMENT LINE

EASEMENT LINE

PLOTTED EASEMENT [8]

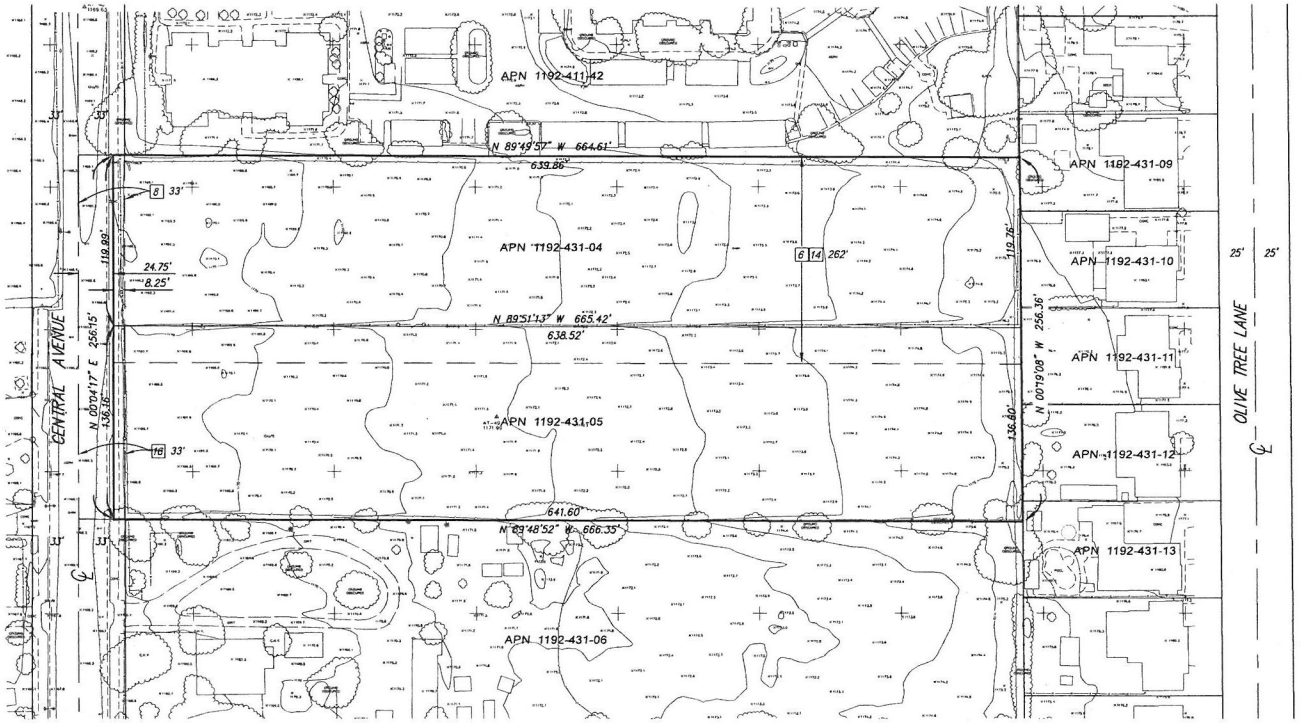
40 0 40 80 120

SCALE: 1" = 40'

DALE K BREWER, PLS 5653 — 10-14-2022 DATE

EXPIRES: 9/30/2023

LICENSED LAND SURVEYOR DALE KEITH BREWER NO. 5653 STATE OF CALIFORNIA



LEGAL DESCRIPTION

PARCEL 1: APN 1192-431-04-0-000

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0° 05' WEST 116.1 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5; THENCE SOUTH 0° 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET; THENCE SOUTH 89° 59' 30" EAST 660.5 FEET; MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION; THENCE NORTH 0° 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89° 59' 30" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89° 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

PARCEL 2: APN 1192-431-05-0-000

THAT PORTION OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, WHICH POINT IS SOUTH 0° 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A. L. ABBOTT, ET UX, RECORDED IN BOOK 2193, PAGE 325 OF OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345; THENCE CONTINUING SOUTH 0° 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656, PAGE 193 OF OFFICIAL RECORDS; THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A. L. ABBOTT PARCEL ABOVE REFERRED TO; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF THE SAID A. L. ABBOTT PROPERTY; THENCE NORTH 89° 59' 30" WEST 660.5 FEET MORE OR LESS TO POINT OF BEGINNING.

EXCEPTING THE WEST 1½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF CENTRAL AVENUE BEARING N. 00°04'17" E. AS SHOWN ON PARCEL MAP 15119, PM 184/64-65.

BASIS OF COORDINATES

THE BASIS OF COORDINATES FOR THIS SURVEY IS CCS '83, ZONE 5.

BENCH MARK

THE BENCH MARK FOR THIS PROJECT IS SAN BERNARDINO COUNTY BENCH MARK RESET 1992 IN T.C. 1 FOOT WEST OF ECR, NORTHWEST OF CORNER OF BASELINE AND PALM AVENUE. BENCH MARK NO. 00585. DESIGNATION 14-2.

ELEVATION: 1231.407 DATUM: NAVD 29

EXCEPTIONS

SEE SHEET 2 FOR LIST OF EASEMENTS AND EXCEPTIONS

EXHIBIT B

LEGAL DESCRIPTION OF THE SITE

The real property in the City of Highland, County of San Bernardino, State of California, described as follows:

Parcel A:

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0^0 05' WEST 116.1 FEET FROM THE NORTHWEST ¼ CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5;

THENCE SOUTH 0^0 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET;

THEN SOUTH 89^0 59' 30" EAST 660.5 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION;

THENCE NORTH 0^0 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89^0 59' 30" EAST FROM THE POINT OF BEGINNING;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-04-0000

Parcel B:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 0^0 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A.L.

ABBOTT, ET UX, RECORDED IN BOOK 2193 PAGE 325, OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345;
THENCE CONTINUING SOUTH 0^0 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656 PAGE 193 OFFICIAL RECORDS;

THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A.L. ABBOTT PARCEL ABOVE REFERRED TO;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF SAID A.L. ABBOTT PROPERTY;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-05-0000

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Highland Housing Authority
27215 Base Line
Highland, CA 92346
Attention: Executive Director

APNs: 1192-431-04-0000 and
1192-431-05-0000

Exempt from Recording Fee Pursuant to Government Code Section 27383.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is hereby made and dated as of _____ __, 202_ by and between the **HIGHLAND HOUSING AUTHORITY**, a public body, corporate and politic (the "Authority"), and **WAKELAND HIGHLAND LP**, a California limited partnership (the "Lessee").

RECITALS

A. Authority and Lessee have entered into an unrecorded ground lease dated as of _____ __, 202_, for that certain parcel of real property (the "Property") which is legally described in Addendum "A" attached hereto and incorporated herein by reference (the ground lease, as amended is hereafter referred to as the "Lease"). A copy of the Lease is available for public inspection at Authority's office at 27215 Base Line, Highland, California.

B. The Lease requires that Lessee comply with the terms of the Regulatory Agreement (Grant Funds) between Authority and Lessee dated substantially concurrently herewith and recorded in the Official Records of San Bernardino County, California.

C. The Lease provides that Lessee shall pay taxes upon the assessed value of the entire Property, and not merely a leasehold interest, as provided pursuant to Section 33673 of the California Health and Safety Code, to the extent such Section 33673 is applicable.

NOW, THEREFORE, the parties hereto certify as follows:

Authority, pursuant to the Lease, has leased the Property to Lessee upon the terms and conditions provided for therein. This Memorandum of Lease is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

HIGHLAND HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Joseph Hughes, Executive Director

WAKELAND HIGHLAND LP,
a California limited partnership

By: WAKELAND HIGHLAND LLC, a California limited liability company, its managing general partner

By: WAKELAND HOUSING AND DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Name: Rebecca Louie
Title: President and Chief Executive Officer

ADDENDUM "A"

LEGAL DESCRIPTION

The real property in the City of Highland, County of San Bernardino, State of California, described as follows:

Parcel A:

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0^0 05' WEST 116.1 FEET FROM THE NORTHWEST ¼ CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5;

THENCE SOUTH 0^0 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET;

THEN SOUTH 89^0 59' 30" EAST 660.5 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION;

THENCE NORTH 0^0 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89^0 59' 30" EAST FROM THE POINT OF BEGINNING;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-04-0000

Parcel B:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 0^0 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A.L.

ABBOTT, ET UX, RECORDED IN BOOK 2193 PAGE 325, OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345;
THENCE CONTINUING SOUTH 0^0 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656 PAGE 193 OFFICIAL RECORDS;

THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A.L. ABBOTT PARCEL ABOVE REFERRED TO;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF SAID A.L. ABBOTT PROPERTY;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-05-0000

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

EXHIBIT "D"

GROUND LEASE RIDER

THIS GROUND LEASE RIDER (the "Rider") is attached to and forms a part of that certain Ground Lease (the "Lease") by and between the Highland Housing Authority, as lessor (the "Landlord") and Wakeland Highland LP, a California limited partnership, as lessee (the "Tenant"). All capitalized terms used herein and not otherwise defined shall have the meanings given that term in the Lease.

1. **TENANT'S RIGHT TO MORTGAGE:**

1.1 Tenant shall have the right, with Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, to mortgage the Lease and Tenant's leasehold interest by one or more deeds of trust (each, a "Leasehold Mortgage"). No foreclosure (or deed or other transfer in lieu of foreclosure) under any Leasehold Mortgage shall require the consent of the Landlord under, or constitute a breach or default under, the Lease. In the event a Leasehold Mortgagee shall acquire title to Tenant's leasehold interest by foreclosure (or deed or other transfer in lieu of foreclosure), such Leasehold Mortgagee may freely assign such leasehold interest to an assignee agreeing unconditionally to be bound by and be subject to the Lease as well as covenants of record as to the subject property after notice to but without the consent of Landlord, and thereupon Leasehold Mortgagee shall be released from all liability for performance or observance of the covenants and conditions in the Lease from and after the date of such assignment.

1.2 If Tenant shall mortgage the Lease and Tenant's leasehold estate hereunder, then Tenant or the holder (each, a "Leasehold Mortgagee") of such mortgage shall forward to Landlord:

(a) an executed counterpart of the mortgage or mortgages, in form proper for recording, or, at Tenant's option, a true copy of such mortgage or mortgages; and

(b) a written notice setting forth the name and address of the holder of such mortgage.

In the event of any assignment of the mortgage or mortgages held by a Leasehold Mortgagee, or change in its name and/or address, the assignee of the Leasehold Mortgagee shall give written notice thereof to Landlord, changing the name of the Leasehold Mortgagee and/or the address to which copies of notices are to be sent.

1.3 Until the time, if any, that each Leasehold Mortgage shall be satisfied of record, or each Leasehold Mortgagee shall give to Landlord written notice that the Leasehold Mortgage held by it has been satisfied:

(a) no surrender or acceptance of the demised premises, or cancellation, amendment or modification of the Lease, shall be binding upon any Leasehold Mortgagee, or affect any Leasehold Mortgage, if the same is effectuated without the prior written consent of such Leasehold Mortgagee;

(b) if Landlord shall give any notice of default and/or termination to Tenant under the Lease, Landlord shall, at the same time and in the same manner, give a copy of such notice to each Leasehold Mortgagee at the respective address theretofore designated by each of them to Landlord in writing; and

(c) no notice of default and/or termination given by Landlord to Tenant shall be binding upon, or affect, any Leasehold Mortgagee, unless a copy of such notice shall be given to such Leasehold Mortgagee.

1.4 Each Leasehold Mortgagee shall be afforded the right, but not the obligation, to perform any term, covenant, or condition of the Lease to be performed by Tenant, as well as to remedy any default by Tenant hereunder, and Landlord shall accept such performance by any Leasehold Mortgagee with the same force and effect as if furnished by Tenant, provided, however, that the Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Landlord. Additionally, Tenant may delegate irrevocably to any Leasehold Mortgagee(s) the authority to exercise any or all of Tenant's rights hereunder, including, but not limited to the right of the Leasehold Mortgagee to participate (in conjunction with or to the exclusion of Tenant) in any proceeding, arbitration or settlement involving condemnation or eminent domain affecting Tenant's leasehold interest in the demised premises, but no such delegation shall be binding upon Landlord unless and until either Tenant or the Leasehold Mortgagee in question shall give to Landlord a true copy of a written instrument effecting such delegation, in form required for recording. Such delegation of authority may be effected by the terms of a Leasehold Mortgage itself, in which event the service upon Landlord of an executed counterpart or certified copy of the Leasehold Mortgage in accordance with Section 2 of this Rider, together with a written notice specifying the provisions therein that delegate such authority to such Leasehold Mortgagee, shall be sufficient to give Landlord notice of such delegation. Any provision of the Lease that gives a Leasehold Mortgagee the privilege of exercising a particular right of Tenant hereunder on condition that Tenant shall have failed to exercise such right shall not be deemed to diminish any privilege that any Leasehold Mortgagee may have, by virtue of a delegation of authority from Tenant, to exercise such right without regard to whether or not Tenant shall have failed to exercise such right. No foreclosure (or deed or other transfer of foreclosure) under any Leasehold Mortgage shall require the consent of Landlord under, or constitute a breach or default under, the Lease.

1.5 If:

(a) Tenant shall default under the provisions of the Lease and Landlord shall give notice of such default as provided under the provisions of the Lease;

(b) such default shall not be remedied within any applicable grace and/or cure period pursuant to the provisions of the Lease; and

(c) Landlord, by reason of such default, shall become entitled to (i) re-enter the demised premises or the improvement thereon, or (ii) terminate the Lease or (iii) bring a proceeding to dispossess Tenant and/or any other occupants of the demised premises or improvements thereon, re-enter the demised premises and/or improvements thereon and/or terminate the Lease,

then, before so re-entering the demised premises or the improvements, terminating the Lease or commencing such proceeding, and as a condition precedent thereto, Landlord shall:

(d) give to each Leasehold Mortgagee not less than thirty (30) days additional written notice as to a monetary default (specifying the amount and description thereof to the extent then known to Landlord) or default in furnishing any insurance required to be furnished by Tenant hereunder, or ninety (90) days' additional written notice of any non-monetary default (which shall specify in detail the nature of such default); and

(e) allow each Leasehold Mortgagee:

(i) such thirty (30) days or ninety (90) days (as the case may be) within which to cure the default; or

(ii) if such default is a non-monetary default (other than a default in furnishing any insurance required to be furnished by Tenant hereunder) and cannot, with the exercise of due diligence, be cured by such Leasehold Mortgagee within such ninety (90) day period, then provided:

(A) prior to the expiration of such ninety (90) day period, such Leasehold Mortgagee has delivered to Landlord an instrument in writing duly executed and acknowledged wherein it agrees to use reasonable efforts to cure such default; and

(B) such default is susceptible of being cured by Leasehold Mortgagee and such Leasehold Mortgagee shall, prior to the expiration of such ninety (90) day period, have commenced curing such default, then such ninety (90) day period shall be extended, as long as such Leasehold Mortgagee diligently pursues the curing of such default with continuity, for such period as may be necessary to cure same provided that such period of time shall not be so extended if to do so would subject Landlord to any criminal or civil liability or the cancellation of any insurance required to be maintained by Tenant or the inability to obtain any such insurance.

Nothing herein contained shall affect the right of Landlord, upon occurrence of any subsequent default, to exercise any right or remedy herein reserved to Landlord, subject, however, to the provisions of this Section.

1.6 If:

(a) Tenant shall default in the performance or observance of any term, covenant, or condition of the Lease on Tenant's part to be performed or observed, other than a term, covenant or condition requiring the payment of a sum of money; and

(b) such default is of such a nature that the same either:

(i) cannot practicably be cured by a Leasehold Mortgagee without taking possession of the demised premises and/or the improvements thereon; or

(ii) is not susceptible of being cured by any Leasehold Mortgagee, then Landlord shall not:

(A) re-enter the demised premises and/or the improvements thereon or serve a notice of election to terminate the Lease;

(B) bring a proceeding to dispossess Tenant and/or any other occupants of the demised premises or the improvements, re-enter the demised premises and/or the improvements and/or terminate the Lease; or

(C) otherwise terminate the leasehold estate of Tenant hereunder,

(c) such default is susceptible of being cured by any Leasehold Mortgagee without taking possession of the demised premises and/or the improvements thereon, then the Leasehold Mortgagee shall cure the default within the time permitted to the Tenant to cure (but measured from the time notice of the default is delivered to the Leasehold Mortgagee, it being understood that no such notice need be given unless the Leasehold Mortgagee shall have given Landlord its address for notices and a copy of its deed of trust, and then the Leasehold Mortgagee's cure period shall be the same as the Tenant's);

(iv) if the default is of such a nature that same cannot practicably be cured by a Leasehold Mortgagee without taking possession of the demised premises and/or the improvements, a Leasehold Mortgagee shall proceed diligently, subject to any stay in any proceedings involving the insolvency of Tenant or any other person, to obtain possession of the demised premises and/or the improvements by foreclosure or deed in lieu of foreclosure, and, upon obtaining such possession, shall promptly cure such default; and

(v) if the default is of such a nature that the same is not susceptible of being cured by any Leasehold Mortgagee, a Leasehold Mortgagee shall institute foreclosure proceedings and diligently prosecute the same to completion, subject to any stay in any proceedings involving the insolvency of Tenant or other proceeding or injunction (unless, in the meantime, the Leasehold Mortgagee shall acquire Tenant's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure).

1.7 No Leasehold Mortgagee shall be required to continue to proceed to obtain possession, or to continue in possession as mortgagee, of the demised premises or the Site Improvements or to continue to prosecute foreclosure proceedings if and when Tenant's default shall be cured. Nothing contained in the Lease shall preclude Landlord from exercising any of its rights or remedies with respect to any other default by Tenant during any period of Landlord's forbearance under the Lease but, in such event, if any Leasehold Mortgagee, any nominee thereof, or any purchaser at a foreclosure sale shall:

(a) acquire title to Tenant's leasehold estate hereunder; and

(b) cure all defaults of Tenant hereunder that are susceptible of being cured by such Leasehold Mortgagee, nominee or purchaser, as the case may be, then the defaults of any prior holder of Tenant's leasehold estate hereunder that are not susceptible of being cured by such Leasehold Mortgagee, nominee or purchaser shall no longer be deemed to be defaults hereunder, provided, however, that nothing herein shall be deemed to relieve such Leasehold Mortgagee, nominee or

purchaser from the obligation to cure any monetary defaults of Tenant hereunder, as well as all non-monetary defaults that are susceptible of being cured by such Leasehold Mortgagee.

1.8 If, for any reason, the Lease shall be terminated prior to the expiration of the Lease, Landlord will, on written request of any Leasehold Mortgagee made within thirty (30) days of such termination, enter into a new lease of the demised premises with such Leasehold Mortgagee, within thirty (30) days after the receipt of such request, for the remainder of the term, effective as of the date of such termination, at the rent, and upon the other terms, covenants and conditions herein contained in the Lease and otherwise in a form reasonably acceptable to Landlord acting in good faith, subject, however, to the rights, if any, of the parties then in possession of any part of the demised premises, provided that such Leasehold Mortgagee shall:

(a) contemporaneously with such written request upon Landlord for such new lease, pay to Landlord the Rent due and payable by Tenant hereunder as of the date of termination of the Lease (which payments shall be specified in reasonable written detail by Landlord to the Leasehold Mortgagee, and such payments shall be held in escrow by Landlord until such time as Tenant submits such new lease of the demised premises to such Leasehold Mortgagee); and

(b) on or before execution and delivery of said new lease, and as a condition to the execution and delivery thereof by Landlord:

(i) pay to Landlord:

(A) any and all sums which would have been due under the Lease but for such termination from the date of termination of the Lease to the date of execution and delivery of said new lease; and

(B) any reasonable expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) to which Landlord shall have been subjected by reason of such default;

(ii) perform and observe all the other covenants and conditions herein contained on Tenant's part to be performed and observed, to the extent that Tenant shall have failed to perform and observe the same, except that:

(A) with respect to any default that cannot be cured by a Leasehold Mortgagee until it obtains possession of the demised premises, the Leasehold Mortgagee shall have a reasonable time, after the Leasehold Mortgagee obtains possession, to cure such default, provided that such Leasehold Mortgagee shall first agree, in writing, to proceed diligently to remedy such default after it obtains possession of the demised premises, provided, however, that such extension of time shall not subject Landlord to either civil or criminal liability; and

(B) in no event shall the Leasehold Mortgagee be required to cure a default not susceptible of cure by the Leasehold Mortgagee or its nominee or purchaser (such as a breach of a representation); and

In the event that more than one Leasehold Mortgagee qualifies to receive a new lease pursuant to the terms of this Section, such new lease shall be entered into with the holder of the Leasehold Mortgagee that is most senior in priority. Upon the execution and delivery of such new lease, any subleases that may have theretofore been assigned and transferred to Landlord shall thereupon be assigned and transferred, without recourse by Landlord, to the new tenant; and

(c) return such new lease to Landlord, duly executed and acknowledged, within ten (10) days after receipt thereof from Landlord.

1.9 The rights hereunder of the Leasehold Mortgagees shall be exercisable by them in order of priority of lien of their respective Leasehold Mortgages. The liability of any Leasehold Mortgagee acquiring Tenant's interest hereunder shall be limited to such Leasehold Mortgagee's then interest in the demised premises.

1.10 No Leasehold Mortgagee shall be liable, as tenant, under the provisions of the Lease unless and until such time as it becomes, and then only for as long as it remains, the owner of Tenant's interest hereunder.

1.11 Notwithstanding anything to the contrary contained in the Lease, all proceeds arising from any casualty insurance, business interruption insurance, rental loss insurance or similar insurance policy relating to the demised premises and/or any improvements now or hereafter located thereon, and all proceeds of any award or payment made in connection with any condemnation or eminent domain proceeding (or deed or other transfer under threat of the same or in lieu thereof) involving all or any part of the demised premises and/or any improvements now or hereafter located thereon, shall be paid to the Leasehold Mortgagees for application in accordance with their respective Leasehold Mortgages.

1.12 Landlord shall, within thirty (30) days after the written request of any Leasehold Mortgagee:

(a) acknowledge in writing to them, or to any of them, the receipt by Landlord of any notice or instrument given, sent, or delivered to Landlord pursuant to the provisions of this Article; and/or

(b) furnish to them, or to any of them, a written statement, duly acknowledged, of the following items:

(i) amounts by Lessee to Landlord under the Lease;

(ii) whether the fire and other insurance required by the Lease have been supplied in compliance therewith;

(iii) whether the Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications);

(iv) whether, to the knowledge of Landlord, Tenant is in default, specifying the nature of any known default and any pertinent facts with respect thereto; and

(v) whether Landlord has given Tenant any notice of default under the lease, and if given, whether the default set forth therein remains uncured.

Any such statement shall be for the sole benefit of the Leasehold Mortgagee and shall have no effect, as an estoppel or otherwise, with respect to any third party.

ATTACHMENT NO. 7

CALCULATION OF AFFORDABLE RENTS

San Bernardino County
Affordable Rent Worksheet

(2022 Income Figures)

Method of Determining Rents[1]

1. Income Eligibility[2],[3]

The first step in determining eligibility for an affordable housing program is determining whether the family which will be purchasing or renting the housing unit meets the following income standards applicable to **San Bernardino County**, based upon the size of the family (the below table is for 2022 and is subject to annual adjustment):

Income Level	*1 person household*	*2 person household*	*3 person household*					
Extremely Low	$18,500	$21,150	$23,800					
Very Low	$30,800	$35,200	$39,600					
Low	$49,300	$56, 350	$63,400					

2. Determining Affordable Rent

For rental housing, the second step in determining compliance with affordable housing requirements is determining whether the total rent costs payable by the tenant are within allowable amounts.

---

1 Based on currently effective median income of San Bernardino-Riverside County, as released by the Department of Housing and Community Development ("HCD"). These median income numbers are revised annually; accordingly, affordable rents are revised annually as well. Developer is responsible for charging rents in the amounts allowable under this Agreement. Developer is encouraged to annually confirm proposed rents with the Authority.

2 Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(1).

3 Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053 (b)(2).

The following is based on 2022 table above, and is for **Extremely Low Income Households**:[4]

- renting a ***1 bedroom*** unit, monthly rent may not exceed **$524.25**
- renting a ***2 bedroom*** unit, monthly rent may not exceed **$589.88**

The following is based on 2022 table above, and is for **Very Low Income** Households: [5]

- renting a ***1 bedroom*** unit, monthly rent may not exceed **$873.75**
- renting a ***2 bedroom*** unit, monthly rent may not exceed **$983.13**

Qualified Households (2022):

- **1 person households** whose income is between **$18,500 and $49,300**
- **2 person households** whose income is between **$21,150 and $56,350**
- **3 person households** whose income is between **$23,800 and $63,400**

For purposes of determining Affordable Rent, *"Rent"* is an average of estimated housing costs for the next twelve months. ***"Rent"*** includes the total of monthly payments for all of the following:[6]

- Use and occupancy of a housing unit and land and facilities associated therewith.
- Any separately charged fees or service charges assessed by the lessor which are required of all tenants, other than security deposits.
- A reasonable allowance for utilities not included in the above costs, including garbage collection, sewer, water, electricity, gas, and other heating, cooking, and refrigeration fuels. "Utilities" does not include telephone service. Such an allowance shall take into consideration the cost of an adequate level of service.
- Possessory interest taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the lessor.

---

4 Affordable Rent for Extremely Low Income Households is the product of 30 percent times 30 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053(b)(1).

5 Affordable Rent for Very Low Income Households is the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate to the unit. Health and Safety Code Section 50053(b)(3).

6 25 California Code of Regulations Section 6918.

ATTACHMENT NO. 8

FORM OF REQUEST FOR NOTICE OF DEFAULT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Highland Housing Authority
27215 Base Line
Highland, California 92346
Attention: Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Exempt from recording fees pursuant to Government Code § 6103 and § 27383.

Request for Notice Under Section 2924b Civil Code

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, 202__, in Book _____, Page _____, Official Records of San Bernardino County, California, and describing land therein as

See Exhibit A attached hereto

executed by _____, as Trustor, in which _____ is named as Beneficiary, and _____ as Trustee, be mailed to HIGHLAND HOUSING AUTHORITY, at 27215 Base Line, Highland, California 92346, Attention: Executive Director.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A REQUEST MUST BE RECORDED.

_____
Joseph A. Hughes, Executive Director

Date: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

ATTACHMENT NO. 9

SCOPE OF DEVELOPMENT

I. GENERAL DESCRIPTION

The Site is specifically delineated on the Map of the Site and the Legal Description of the Site.

II. DEVELOPMENT

Developer shall construct ninety (90) rental housing units on the Site (which includes one manager's unit), together with all on-site and off-site features described in this Scope of Improvements (as presented to the City Council of the City in connection with the consideration of this Agreement), including without limitation landscaping. All such improvements collectively constitute the "Site Improvements."

The bedroom count per unit shall be as follows: (i) seventy-seven (77) one bedroom units; and (ii) thirteen (13) two bedroom units.

Certain site and offsite improvements shall be accomplished concurrent with the Site Improvements as hereafter approved by City pursuant to application of its land use and planning review processes. The Site Improvements and such additional improvements to the Site and complete of such offsite prepayments as heretofore described or otherwise required as part of the Entitlements together constitute the "Improvements."

The construction shall be of a high quality. The Improvements shall conform to the approved plans on file with Authority as of the Date of the Agreement as supplemented by the Design Improvements Drawings (the "Approved Plans"), including without limitation all of those conditions and mitigation measures under the City land use approvals that pertain to the ninety (90) units and related facilities and the environmental clearance in connection therewith

All development on the Site shall conform to land use approvals to be made hereafter by the City acting in its governmental capacity; the approval of this Agreement does not indicate prior approval of plans by the City.

Developer shall commence and complete the Improvements by the respective times established therefor in the Schedule of Performance.

III. DEVELOPMENT STANDARDS

The Improvements shall conform to all applicable state laws and regulations and to local zoning, applicable provisions of the City Code and the following development standards:

A. General Requirements:

1. **Vehicular Access.** The following shall apply to the design of the Project. The placement of vehicular driveways shall be coordinated with the needs of proper street traffic flow as approved by City. In the interest of minimizing traffic congestion, City will control the number and

location of curb breaks for access to the Site for off-street parking and truck loading. The planning for vehicular areas shall specifically address the use of bicycles. All access driveways shall require written approval of City staff.

2. **Building Signs.** Signs shall be limited in size, subdued and otherwise designed to contribute positively to the environment. Signs identifying the building use will be permitted, but their height, size, location, color, lighting and design will be subject to City staff approval, and signs must conform to the City Code.

3. **Screening.** All outdoor storage of materials or equipment shall be enclosed or screened to the extent and in the manner required by City staff.

4. **Landscaping.** Developer shall provide and maintain landscaping within the Site, including the public rights-of-way and within setback along all street frontages and conforming with the plans as hereafter approved by City. Landscaping shall consist of trees, shrubs and installation of an automatic irrigation system adequate to maintain such plant material. The type and size of trees to be planted, together with a landscaping plan, shall be subject to City staff approval prior to planting.

5. **Utilities.** All utilities on the Site shall be underground at Developer's expense, unless otherwise approved by the City.

6. **Building Design.** Buildings shall be constructed such that the Improvements shall be of high architectural quality and shall be effectively and aesthetically designed and in conformance with City approvals.

B. Design Features:

The following design features are considered essential components to the Improvements:

Handicapped Units - Units within the Site are to be fully handicapped accessible or adaptable in compliance with State Housing Code - Title 24 requirements.

Security - The details of security will be reviewed upon submission of the detailed plans.

Overall Design Quality, Materials, Colors, Design Features - Quality of design is important, materials and colors are to be approved by City.

Housing Type – Site: Rental housing for occupancy consisting of ninety (90) Units.

Mobility/Agility - All facilities on the Site shall comply, to the extent feasible, with those portions of Title 24 of the California Code of Regulations that have been adopted by HCD relating to handicapped units, and the requirements of the federal Department of Housing and Urban Development, as applicable, including the accessibility provisions of the Federal Fair Housing Act, as amended.

IV. DEMOLITION AND SOILS

Developer assumes all responsibility for surface and subsurface conditions at the Site, and the suitability of the Site for the Improvements. Developer has undertaken all investigation of the Site as it shall deem necessary and has not received or relied upon any representations of Authority, City, or their respective officers, agents and employees.

ATTACHMENT NO. 10

[INTENTIONALLY OMITTED]

ATTACHMENT NO. 11

FORM OF AUTHORITY REGULATORY AGREEMENT

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Highland Housing Authority
27215 Base Line
Highland, California 92346
Attention: Executive Director

with a copy to:

Wakeland Highland LP
1230 Columbia St., Suite 950
San Diego, CA 92101

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee under Government Code Sections 6103 and 27383.

REGULATORY AGREEMENT
(GRANT FUNDS)

THIS REGULATORY AGREEMENT (GRANT FUNDS) is dated as of _____, 202__ and is entered into by and between the **HIGHLAND HOUSING AUTHORITY**, a public body, corporate and politic ("Authority"), and **WAKELAND HIGHLAND, L.P.**, a California limited partnership ("Developer").

R E C I T A L S

WHEREAS, Authority, City and Developer have entered into that certain unrecorded Disposition and Development/Affordable Housing Agreement dated as of _____ 2023 (the "AHA") for the improvement and development of the real property described in Exhibit "A" (the "Site"). The AHA provides for the recordation of this Regulatory Agreement (Grant Funds).

WHEREAS, the AHA also requires that, prior to the recordation of this Regulatory Agreement, Developer shall have entered into a lease of the Site with Authority as lessor ("Ground Lease") and record a Memorandum of Lease for the Ground Lease. The AHA also requires that Developer enter into and record this Regulatory Agreement (Grant Funds) with the Authority which is required due to the grant of low income set aside funds and other funds by the Authority for the Project described in and required by the AHA.

WHEREAS, Authority and Developer wish to adopt this Regulatory Agreement to further govern the use of the Site in conjunction and along with the AHA and to ensure that Authority achieves credit for production of affordable housing units in the manner described by Section 33413 of the California Health and Safety Code.

NOW, THEREFORE, Authority and Developer desire that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to this Agreement, which shall run with the land and be binding on the parties hereto and their successors, assigns, and successors-in-interest to all or any portion of or interest in the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration. Any capitalized terms not defined herein shall have the respective meanings established therefor by the AHA.

Section 1. "Affordable Housing Project" means an affordable housing project operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" has the following meaning for the purposes of this Regulatory Agreement: for an Extremely Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of thirty percent (30%) of the Median Income for the Area for a household size appropriate to the Unit. For a 50% Very Low Income Household, Affordable Rent means a monthly rent which does not exceed one twelfth (1/12th) of thirty percent (30%) of fifty percent (50%) of the Median Income for the Area for a household size appropriate to the Unit. "Household size appropriate to the Unit," as used herein, means two persons for each one-bedroom Unit (if any), and three persons for each two bedroom Unit. The maximum monthly rental amount of the Units shall be adjusted annually by the formula set forth above upon the promulgation of revised San Bernardino Primary Metropolitan Statistical Area median income figures by regulation of the California Department of Housing and Community Development.

Section 3. "AHA" is defined in the second recital hereof.

Section 4. "Approved Housing Project" means all improvements as provided to be developed by Developer as the Improvements under the AHA. The Approved Housing Project must be completed in strict conformity with all specifications contained in or referred to in the AHA.

Section 5. "Area" means the San Bernardino Primary Metropolitan Statistical Area, as periodically defined by HUD.

Section 6. "Authority" means the Highland Housing Authority and its successors in interest.

Section 7. "Base Period" means a period of 68 years commencing as of the Commencement Date of the Ground Lease.

Section 8. "Bond Regulatory Agreement" means the regulatory agreement required to be recorded against the Site in connection with the issuance of Tax Credits.

Section 9. "Calculation of Affordable Rents" means the worksheet substantially in the form of Attachment No. 7 to the AHA.

Section 10. "Certificate" or "Certification" is defined in Section 3(a).

Section 11. "City" is defined in the first recital hereof.

Section 12. "City Code" means and refers to the City of Highland Municipal Code as revised from time to time.

Section 13. "Commencement Date of the Ground Lease" means the commencement of the Ground Lease as more particularly set forth therein.

Section 14. "Common Area" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds but excluding buildings).

Section 15. "Extremely Low Income Households" means households earning not greater than thirty percent (30%) of Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 16. "Extremely Low Income Unit" means the 27 Units to be occupied at Affordable Rent by an Extremely Low Income Household.

Section 19. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Community Development ("HCD") Regulations.

Section 20. "Ground Lease" means a lease substantially in the form of Attachment No. 6 to the AHA.

Section 21. "Improvements" has the meaning established therefor in the AHA.

Section 22. "Map of the Site" means Exhibit B hereto.

Section 23. "Median Income for the Area" means the median income for the Site most recently determined by the California Department of Housing and Community Development ("HCD") under the California Health and Safety Code.

Section 24. "Prescribed Income Levels" means, for the 44 Required Affordable Units: (i) for twenty-three (23) one bedroom units and four (4) two-bedroom units (27 units total), thirty percent (30%) of Median Income; and (ii) for four (4) two bedroom units and thirteen (13) one bedroom units (17 units total), fifty percent (50%) of Median Income.

Section 25. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements.

Section 26. "Rental Project" means the ninety (90) Unit residential rental development on the Site.

Section 27. "Required Affordable Unit" means any of forty-four (44) of the ninety (90) dwelling units in the Rental Project, as constructed under the AHA, and available to, occupied by, or held vacant for occupancy only by tenants qualifying as Extremely Low Income Households and 50% Very Low Income Households conforming to Prescribed Income Levels and rented at Affordable Rent.

Section 28. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and including the Base Period.

Section 29. "Senior Citizen Household" means a lawful senior household, in compliance with applicable fair housing laws and California Civil Code Section 51.3.

Section 30. "Senior Citizen Unit" means all units in the Project except the manager's unit; all units except the manager's unit are restricted to occupancy by a Senior Citizen Household as provided under this Regulatory Agreement (Grant Funds).

Section 31. "Site" means all of the real property and appurtenances as described in the Recitals above, including all structures and other improvements thereon, and those hereafter constructed.

Section 32. "Unit" means a dwelling unit on the Rental Project.

Section 33. "Very Low Income Unit" means the 17 Units to be occupied at Affordable Rent by a 50% Very Low Income Household.

Section 34. "Year" means a calendar year, excepting that the last Year hereunder shall be deemed to end as of the expiration of this Regulatory Agreement.

Section 35. "50% Very Low Income Households" or "Very Low Income Households" means households earning not greater than fifty percent (50%) of the Median Income for the Area pursuant to Health and Safety Code Section 50105.

ARTICLE II
LAND USE RESTRICTIONS; IMPROVEMENTS

Section 1. Uses. Developer shall develop the Approved Housing Project on the Site in conformity with the AHA. Thereafter, the Site shall be operated as an Affordable Housing Project and devoted only to the uses specified in the AHA and the Ground Lease for the periods of time specified herein. All uses conducted on the Site, including, without limitation, all activities undertaken by Developer pursuant to the AHA, shall conform to all applicable provisions of the City Code and the City Approvals.

The Site shall be used, maintained and operated in accordance with the AHA, the Ground Lease, and this Regulatory Agreement for the Required Covenant Period. None of the units in the Rental Project shall at any time be utilized on a transient basis nor shall the Rental Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the

date Developer acquired a leasehold interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a community apartment project or a stock cooperative.

Section 2. Affordable Housing.

Number of Units. Throughout the Base Period, the Required Affordable Units shall be rented to households with the Prescribed Income Levels at the applicable Affordable Rent. For this purpose, a tenant who qualifies as an Extremely Low Income Household at the time he or she first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such individual's or family's income in accordance with Section 3 below demonstrates that such individual or family no longer qualifies as an Extremely Low Income Household. Moreover, a unit previously occupied by an Extremely Low Income Household, and then vacated shall be considered occupied by such Extremely Low Income Household until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined; a similar protocol shall apply with respect 50% Very Low Income Households. In no event shall such temporary period exceed thirty-one (31) days.

(b) After year 65, rents may be increased as necessary to meet the true debt test.

At such time as a tenant ceases to qualify as an Extremely Low Income Household or Very Low Income Household, the unit occupied by such tenant shall cease to be an Extremely Low Income Unit or Very Low Income Unit, but Developer will remain in compliance with this Agreement provided that Developer replaces each such Extremely Low Income Unit or Very Low Income Unit, as applicable, by designating the next available unit of the same unit size and any necessary units of the same unit size thereafter as an Extremely Low Income Unit or Very Low Income Unit, as applicable, except that if more than one tenant of a Required Affordable Unit ceases to qualify, those tenants who are occupants of Extremely Low Income Units shall have priority for the next available unit(s).

Except to the extent prohibited by federal law or other regulatory agreements applicable to the property, in the event a household's income initially complies with the corresponding income restriction for an Extremely Low Income Household or Very Low Income Household but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants.

Duration of Affordability Requirements. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households and Very Low Income Households at Affordable Rent throughout the Required Covenant Period subject to 2(b) above. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) Years of the Required Covenant Period shall be given notice by Developer at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Selection of Tenants. As specified hereinbelow, Developer shall demonstrate to Authority that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household or Very Low Income Household.

Senior Housing. Developer shall operate the property as lawful senior housing and in compliance with California Civil Code Section 51.3.

Prior to the rental or lease of an Required Affordable Unit to a tenant, and as set forth in this Section 2 of Article II of this Agreement, Developer shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are an Extremely Low Income Household or, to the extent provided herein, a 50% Very Low Income Household, and otherwise meet(s) the eligibility requirements established for the Required Affordable Unit. Developer shall verify the income of the tenant(s).

Determination of Affordable Rent for the Affordable Units. The Affordable Units shall be rented or leased at Affordable Rent (or lower rent). As of the approval of the AHA, Affordable Rent is calculated in accordance with the Affordable Rent Worksheet. The maximum monthly rental for the Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code, as more particularly set forth in the Affordable Rent Worksheet.

Relationship to Tax Credit Requirements. Notwithstanding any other provision of this Regulatory Agreement, to the extent that requirements associated with the provision of financing/grants or tax credits, other than by Authority, are more restrictive with respect to the requirements applicable to tenant selection, tenant income levels and unit rent levels than as provided in this Regulatory Agreement, whichever is more restrictive in each case, shall control and Developer's compliance therewith shall not be a default hereunder.

THE DEVELOPER UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL FOR THE AFFORDABLE UNITS ESTABLISHED BY THE AHA, THIS REGULATORY AGREEMENT AND THE GROUND LEASE IS SUBSTANTIALLY BELOW THE FAIR MARKET RENT FOR THE UNITS RESTRICTED AS AFFORDABLE UNITS.

Section 3. Developer Verification and Program Compliance.

Income and Senior Citizen Household Verification and Certification; Review Fee..

The Authority shall perform an annual Program Compliance review based on the data provided by or acquired from the Developer, as more particularly described below. Developer shall cooperate with the Authority with respect to the annual Program Compliance review. Beginning on that June 15 which first follows commencement of construction of the Improvements and annually thereafter, Developer shall pay to Authority a Program Compliance annual review fee equal to Four Thousand Dollars ($4,000), increasing annually on each anniversary of the date of this Agreement by one percent (1%) (the "Authority Program Compliance Annual Review Fee").

On that June 15 which first follows commencement of construction of the Improvements and annually thereafter, Developer shall file with Authority a Certificate in the form attached hereto as Exhibit B covering the immediately preceding fiscal year, and containing all information described pursuant to Health and Safety Code Section 33418.

Developer will obtain and maintain on file an Income Verification form(s) from each tenant, in the applicable form(s) attached hereto as Exhibit C, including verification that each

household is a Senior Citizen Household (for every Unit on the Site other than the manager's unit), dated immediately prior to the initial occupancy of such tenant in the Rental Project. Developer shall maintain on file throughout the Required Covenant Period each tenant's executed lease and rental records for the Rental Project and the Housing Units. Developer shall maintain complete and accurate records pertaining to the Extremely Low Income Units, the 50% Very Low Income Units, and any other Units, and will permit any duly authorized representative of Authority to inspect the books and records of Developer pertaining to the Rental Project, including those records pertaining to the occupancy of the Extremely Low Income Units, the 50% Very Low Income Units, and any other units.

At Authority's request, Developer shall also provide to Authority the Income Verification forms for any such tenant or tenants.

Developer shall obtain an annual certification from each household of each Unit demonstrating that such household is an Extremely Low Income Household, or a 50% Very Low Income Household, as applicable, and meets the eligibility requirements established for each such Unit. Developer shall verify the income certification of each tenant household.

In order to comply with this Section 3, Developer shall also submit to Authority any and all tenant income and occupancy certifications and supporting documentation required to be submitted to TCAC; provided, Authority may request (and Developer shall provide) additional documentation to assist Authority's evaluation of Developer's compliance with this Agreement, if determined to be necessary in the good faith discretion of the Executive Director, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with all requirements from all funding sources, and each tenant's status as to each Required Affordable Unit as a Senior Citizen Household. This requirement is in addition to and does not replace or supersede Developer's obligation to annually submit the Certificate of Continuing Program Compliance to Authority. Further, Authority has the right, but not the obligation to monitor compliance with respect to each tenant household at the Rental Project, and Authority's election to monitor some, but not all, of the Units shall not constitute a waiver of Authority's right to monitor and enforce compliance with respect to all Units in the future.

Verification of Income of New and Continuing Tenants. Gross income calculations for prospective (and continuing) tenants shall be determined in accordance with 25 Cal. Code Regs. Section 6914. Developer shall verify the income and information provided in the income certification of the proposed tenant as set forth below.

(a) Developer shall verify the income of each proposed tenant of the Rental Project and by at least one of the following methods as appropriate to the proposed tenant:

(i) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods;

(ii) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed;

(iii) obtain an income verification certification from the employer of the person;

(iv) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies;

(v) obtain an alternate form of income verification reasonably requested by Authority, if none of the above forms of verification is available to Developer; or

(vi) as to the Required Affordable Units obtain verification and supporting documentation of the household as a Senior Citizen Household.

Verification Regarding Eligibility of New Tenants. Developer shall retain documentation regarding the eligibility of each new tenant household.

Reporting Amounts. Authority may be required by Section 33418 of the California Health and Safety Code to require Developer to monitor affordability of the Affordable Units and submit the annual reports required by Section 3 of Article II of this Declaration. The Authority relies upon the information contained in such reports to satisfy its own reporting requirements and to provide certain information described at Sections 33080 and 33080.1 of the California Health and Safety Code. In the event Developer fails to submit to Authority or its designee the Certification as required by Section 3(a), Developer shall be in noncompliance with this Regulatory Agreement. In the event Developer remains in noncompliance for thirty (30) days following receipt of written notice from Authority of such noncompliance under Sections 3(a) and 3(b) of Article II hereinabove, then Developer shall, without further notice or opportunity to cure, pay to Authority Two Hundred Fifty Dollars ($250.00) per Required Affordable Unit for each Lease Year Developer fails to submit a Certificate covering each and every housing unit on the Site.

Section 4. Nondiscrimination. Developer shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government

Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Declaration and the deeds of conveyance for the Site shall, without regard to technical classification and designation, be binding for the benefit and in favor of Authority, its successors and assigns, City and any successor in interest to the Site, together with any property acquired by Developer pursuant to this Agreement, or any part thereof. The covenants against discrimination as set forth in this Section 4 of Article II shall remain in effect in perpetuity.

Section 5. Management of the Rental Project.

Management Company/Management Plan. Developer has contracted with a management company or manager that may be an affiliate of Developer, to operate and maintain the Site in accordance with the terms of this Agreement (hereinafter "Property Manager" or "Management Company"); the selection and hiring of such management company was subject to, and the selection of any other manager shall be subject to, approval by Authority Executive Director.

Developer shall submit for the approval of Authority a "Management Plan" which sets forth the duties of the Property Manager.

Maintenance and Repair; Capital Replacement Reserve. Developer agrees to assume full responsibility for the management, operation and maintenance of the Improvements and the Site throughout the Required Covenant Period without expense to Authority, and to perform all repairs and replacements necessary to maintain and preserve the Improvements and the Site in good repair, in a neat, clean, safe and orderly condition reasonably satisfactory to Authority and in compliance with all applicable laws. Developer agrees that Authority shall not be required to perform any maintenance, repairs or services or to assume any expense in connection with the Improvements and the Site. Developer hereby waives all rights to make repairs or to cause any work to be performed at the expense of Authority as provided for in Section 1941 and 1942 of the California Civil Code.

The following standards shall be complied with by Developer and its maintenance staff, contractors or subcontractors:

(1) Developer shall maintain the Improvements, including individual Required Affordable Units, all common areas, all interior and exterior facades, and all exterior project site areas, in a safe and sanitary fashion suitable for a high quality, rental housing project. Developer agrees to provide utility services, administrative services, supplies, contract services, maintenance, maintenance reserves, and management for the entire project including interior tenant spaces (but not tenant units), common area spaces and exterior common areas. The services provided by Developer shall include, but not be limited to, providing all common area electricity, gas, water, property, paying all property taxes, any and all assessments, maintenance and replacement of all exterior landscaping, and all administration and overhead required for any property manager.

(2) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing, edging, and trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and optimum irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

(3) Clean-up maintenance shall include, but not be limited to: maintenance of all private paths, parking areas, driveways and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(4) The Improvements shall be maintained in conformance and in compliance with the approved construction and architectural plans and design scheme, as the same may be amended from time to time with the approval of Authority.

(5) All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

(6) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied only by persons in strict accordance with all governing regulations.

(7) Parking lots, lighting fixtures, trash enclosures, and all areas shall be kept free from any accumulation of debris or waste materials by regularly scheduled maintenance.

(8) Capital repairs to and replacement of the Improvements shall include only those items with a long useful life, including without limitation the following:

(a) Appliance replacement;

(b) Hot water heater replacement;

(c) Plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets;

(d) Air conditioning and heating replacement;

(e) Asphalt replacement;

(f) Roofing replacement;

(g) Landscape tree replacement and irrigation pipe and controls replacement;

(h) Gas line pipe replacement;

(i) Lighting fixture replacement; and

(j) Miscellaneous motors and blowers.

Exterior Building Maintenance. All exterior, painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking and defacing marks. Any such defacing marks shall be cleaned or removed within a reasonable period of time as set forth herein.

Front and Side Exteriors. Developer shall at all times maintain the front exterior and yard in a clean, safe and presentable manner, free from defacing marks or any disrepair and any visible side exteriors. Developer shall hire maintenance personnel to maintain and/or repair any front exterior or yard or visible side yard and exterior of any lot or building.

Graffiti Removal. All graffiti, and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed by the later to occur of (i) seventy two (72) hours of their creation or (ii) seventy two (72) hours after notice to Developer.

Driveways. All driveways must be paved and maintained with impervious material in accordance with the City Code. In addition, all water must be made to drain freely to the public part of the waterway without any pooling.

Exterior Illumination. Developer shall at all times maintain adequate lighting in all entrance ways and parking areas. Adequate lighting means outdoor, night lighting designed and installed, which provides no less than one (1.0) foot candles in the parking areas and no less than one and one-half (1-1/2) foot candles in the walking areas or common areas and no less than 0.2 foot candles at the point of least illumination.

Front Setbacks. All front setback areas that are not buildings, driveways or walkways shall be adequately and appropriately landscaped in accordance with minimum standards established by Authority and shall be maintained by Developer. The landscaping shall meet minimum standards set from time to time by Authority.

Trash Bins. All trash shall be collected and placed at all times in an enclosable bin to be placed in a designated refuse/trash bin area. The designated area shall be located so that the bin will, to the extent possible, be readily accessible from the street.

Prohibited Signs. No sign of any kind shall be displayed to the public view on or from any portion of the Site without the approval of Authority and appropriate City departments if any as required by the City Code.

Gross Mismanagement. During the Required Covenant Period, and in the event of "Gross Mismanagement" (as defined below) of the Improvements, the Executive Director shall have and retain the authority to direct and require any condition(s), acts, or inactions of Gross Mismanagement to cease and/or be corrected immediately, if such condition(s) is/are not ceased and/or corrected after expiration of 60 days from the date of written notice from the Executive Director. If Developer or Property Manager has commenced to cure such Gross Mismanagement condition(s) on or before the 50th day from the date of written notice (with evidence of such submitted to the Executive Director), but has failed to complete such cure by the 60th day, then Developer shall have an additional thirty (30) days to complete the cure of Gross Mismanagement condition(s).

For purposes of this Agreement, the term "Gross Mismanagement" means management of the Improvements in a manner which violates the terms and/or intention of this Agreement to operate a first quality affordable housing complex, and shall include, but is not limited to, any one or more of the following:

(a) Leasing to tenants who exceed the prescribed income levels;

(b) Leasing of a Required Affordable Unit to a household that is not a Senior Citizen Household;

(c) Subject to fair housing laws, allowing tenants to exceed the prescribed occupancy levels without taking immediate action to stop such overcrowding;

(d) Under-funding required reserve accounts;

(e) Failing to submit timely and/or adequate annual reports to Authority as required herein;

(f) Failing to comply with the Regulatory Agreement (Density Bonus);

(g) Failing to comply with this Regulatory Agreement;

(h) Failing to comply with any regulatory agreement required in connection with tax credits;

(i) Fraud or embezzlement of Improvements funds, including without limitation funds in the reserve accounts required by the Ground Lease;

(j) Failing to fully cooperate with the Highland Police Department or other local law enforcement agency(ies) with jurisdiction over the Improvements, in maintaining a crime-free environment within the Improvements;

(k) Failing to fully cooperate with the Highland Fire Department or other local public safety agency(ies) with jurisdiction over the Improvements, in maintaining a safe and accessible environment within the Improvements; and

(l) Failing to fully cooperate with the Highland Planning and Building and Safety Department, or other local health and safety enforcement agency(ies) with jurisdiction over the Improvements, in maintaining a decent, safe and sanitary environment within the Improvements.

Developer is obligated and shall use its best efforts to correct any defects in property management or operations at the earliest feasible time.

Code Enforcement. Developer acknowledges and agrees that Authority and its employees and authorized agents, shall have the right to conduct code compliance and/or code enforcement inspections of the Improvements and the individual dwelling units at the Improvements (and not limited to the Required Affordable Units), both exterior and interior, at reasonable times and upon reasonable notice (not less than 48 hours prior notice, except in an emergency) to Developer and/or an individual tenant. If such notice is provided by Authority representative(s) to Developer, then Developer shall immediately and directly advise any affected tenant of such upcoming inspection and cause access to the area(s) and/or Units at the Improvements to be made available and open for inspection. Developer shall include express advisement of such inspection rights within the lease/rental agreements for each Unit in the Improvements in order for each and every tenant and tenant household to be aware of this inspection right. The foregoing portion of this Section 5 is without limitation as to the exercise of police powers by City.

Section 6. Keeping of Animals. No animals of any kind shall be raised, bred or kept on the Site, except that domesticated dogs, cats or other household pets may be kept by the tenants in the Rental Project at the discretion of Developer and subject to compliance with all laws. However, no animal shall be kept, bred or maintained for any commercial purpose or for fighting purposes. Nothing permitted herein shall derogate in any way the right of Developer to further restrict keeping of pets.

Section 7. Parking of Vehicles. Developer shall not permit the parking, storing or keeping of any vehicle except wholly within the parking areas designated for the Required Affordable Units. Developer shall not permit the parking, storing or keeping of any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, etc.), or any recreational vehicle over twenty (20) feet in length (camper unit, motor home, trailer, mobile home or other similar vehicle), boats over twenty (20) feet in length, or any vehicle other than a private passenger vehicle, upon any portion of the Common Areas, including parking spaces. For purposes of this section, a pickup truck with a pickup bed mounted camper shall be considered a private passenger vehicle; provided however, that no such vehicle shall be used for residential purposes while parked on the premises.

Developer shall not permit major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle to be conducted upon any portion of the Common Area, including the parking areas, except for emergency repairs thereto and then only to the extent necessary to enable movement of the vehicle to a proper repair facility. No inoperable vehicle shall be stored or kept in the Common Area. Developer shall give the vehicle owner not less than four (4) days, nor more than seven (7) days' notice and an opportunity to remove any vehicle parked, stored or kept in violation of the provisions of this Declaration. Notice shall consist minimally of a reasonably diligent attempt to personally notify the vehicle owner or alternatively leaving written notice on the subject vehicle. After due notice and opportunity have been given to the vehicle owner, Developer shall have the right to remove, at the vehicle owner's expense, any vehicle parked, stored or kept in violation of the provisions of this Declaration.

Section 8. Maximum Occupancies. No persons shall be permitted to occupy any Apartment within the Rental Project in excess of applicable limit of maximum occupancy set by the City Code and the laws of the State of California.

Section 9. Signs Required. "No loitering" signs will be posted at each building and enforced by Developer. "Illegally parked vehicles will be towed" signs in compliance with California Vehicle Code requirements will be posted and enforced by Developer.

Section 10. Fences and Electronic Installations. Subject to applicable laws, Developer shall not install or knowingly permit to be installed on the exterior of any improvement or building on any fences or any antenna or other television or radio receiving device, excepting satellite dishes having a diameter of eighteen inches (18") or less, without prior written consent of City. This prohibition shall not prohibit the installation of cable television or subscription wires or receiving devices.

Section 11. Structural Change. Nothing shall be done on the Site in, on or to any building which would materially structurally change the exterior or the interior bearing walls of any such building or structure, except as otherwise provided herein. Nothing herein shall affect the rights of Developer to repair, alter or construct improvements on the buildings on the Site unless such repair, alteration or improvement would impair the structural integrity and/or exterior appearance of said buildings. Nothing herein shall be deemed to prohibit work ordered to be performed by the City building official. Nothing herein shall prevent developer from altering the color or finishes or other exterior of the Improvements, provided such exterior complies will applicable law..

Section 12. Compliance with Laws. Developer shall comply with all applicable laws in connection with the development and use of the Site, including without limitation the California Community Redevelopment Law (Health and Safety Code Section 33000, *et seq.*) and Fair Housing Act (42 U.S.C. § 3601, *et seq.,* and 24 C.F.R. § 100.300, *et seq.)*. Developer is a sophisticated party, with substantial experience in the acquisition, development, financing, obtaining financing for, marketing, and operation of affordable housing projects, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. Developer is familiar with and has reviewed all laws and regulations pertaining to the acquisition, development and operation of the Rental Project and has obtained advice from any advisers of its own choosing in connection with this Agreement.

ARTICLE III
OBLIGATION TO MAINTAIN, REPAIR AND REBUILD

Section 1. Maintenance by Developer. Developer shall, at its sole cost and expense, maintain and repair the Site and the improvements thereon keeping the same in a decent, safe and sanitary manner, in accordance with all applicable City Code and Uniform Code provisions. Developer shall also maintain the landscaping required to be planted in a healthy condition. If, at any time, Developer fails to maintain the Rental Project or any portion thereof, and said condition is not corrected after the expiration of forty-five (45) days from the date of written notice from Authority, either Authority or City may, in addition to all other rights and remedies, and in its/their sole and absolute discretion, perform the necessary maintenance and Developer shall pay such costs as are reasonably incurred for such maintenance. Payment shall be due within fifteen (15) days of receipt of an invoice from Authority or City. Developer shall also be responsible to cause maintenance of the Site and improvements thereon to conform to the Bond Regulatory Agreement (if any).

Section 2. Damage and Destruction Affecting Project - Developer's Duty to Rebuild. If all or any portion of the Site and the improvements thereon is damaged or destroyed by fire or other casualty, it shall be the duty of Developer to demolish, rebuild, repair or reconstruct said portion of the Site and/or the improvements in a timely manner which will restore it to Code compliance condition.

In furtherance of the requirements of this Section 2, Developer shall keep the construction on the Site insured by carriers at all times satisfactory to Authority against loss by fire and such other hazards, casualties, liabilities and contingencies as included within an all risk extended coverage hazard insurance policy, in an amount of the full replacement cost of the constructions. In the event of loss, Developer shall give prompt notice to the insurance carrier and to Authority.

If the Site is abandoned by Developer, or if Developer fails to respond to Authority within thirty (30) days from the date notice is mailed by Authority to Developer that the insurance carrier offers to settle a claim for insurance benefits, Authority is authorized to collect and apply the insurance proceeds at Authority's option either to restoration or repair of the Site.

Section 3. Variance in Exterior Appearance and Design. In the event the Rental Project sustains substantial physical damage due to a casualty event, Developer may apply to City for approval to reconstruct, rebuild or repair in a manner which will provide a materially different exterior appearance and lot design from that which existed prior to the date of the casualty.

Section 4. Timeline for Rebuilding. Upon damage to the Site or the Rental Project or other improvements, Developer shall be obligated to proceed with all diligence and commence reconstruction within two (2) months after the damage occurs and complete reconstruction within six (6) months after damage occurs, unless prevented by causes beyond their reasonable control, in which event reconstruction shall be commenced and completed at the earliest feasible time.

ARTICLE V
ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in the Declaration may be enjoined, abated or remedied by appropriate legal proceeding by Authority or City, and shall constitute a default under the loan by Authority to Developer. This Declaration does not in any way infringe on the right or duties of City to enforce any of the provisions of the City Code including, but not limited to, the abatement of dangerous buildings.

City is a third party beneficiary of this Regulatory Agreement. Except for City, there shall be no other third party beneficiaries of this Regulatory Agreement.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, City shall have the right through its agents and employees, to enter upon any part of the Site for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, City has the right of entry at reasonable hours and upon and after reasonable attempts to contact Developer, on any lot to effect emergency repairs or maintenance which Developer has failed to perform. Subsequent to sixty (60) days written notice to Developer specifically outlining Developer's noncompliance, City shall have the right of entry on the Site at reasonable hours to enforce compliance with this Declaration which Developer has failed to perform. The Authority shall additionally have rights of entry as a landlord

under the Ground Lease. This Section 3 is without limitation as to the exercise of police powers of City.

Section 4. Costs of Repair. The costs borne by City or Authority of any such repairs or maintenance emergency and/or non-emergency, shall become a charge for which Developer shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City or Authority may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Declaration. However, neither Authority nor City will be subject to any liability for failure to affirmatively enforce any provision of this Declaration.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Covenant Against Partition. By acceptance of its interest in the Site, Developer shall be deemed to covenant for itself and for its heirs, representatives, successors and assigns, that it will not institute legal proceedings or otherwise seek to effect partition of its right and interest in the interest being conveyed to Developer, or the burdens running with the land as a result of this Regulatory Agreement.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 3. Term. This Declaration shall run with and bind the interest of Developer in the Site, and shall inure to the owner(s) of any property subject to this Declaration, their legal representatives, heirs, successors and assigns, and as provided in Article VI, Sections 2 and 3, be enforceable by City or Authority, for a term equal to the Required Covenant Period as defined in the AHA, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Declaration shall remain in effect for perpetuity.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of rental housing available at Affordable Rent for Extremely Low Income Households, and 50% Very Low Income Households in conformity with the Prescribed Income Levels. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Developer shall be obligated by this Declaration to comply with the provisions hereof, as well as the Ground Lease. In the event of conflict, Developer shall comply with the most stringent requirements, in each case.

Section 5. Amendments. This Declaration may be amended only by the written agreement of Developer and Authority.

Section 6. Encroachments. None of the rights and obligations of Developer created herein shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of Developer if said encroachment occurs due to the willful conduct of said Developer.

Section 7. Notices. Any notice permitted or required to be delivered as provided herein to Developer shall be in writing and may be delivered by certified mail or reputable overnight delivery service. Notice to Authority shall addressed to the Executive Director at 27215 Base Line, Highland, California 92346. Notice to Developer shall be addressed to Wakeland Highland, L.P., a California limited partnership, 1230 Columbia St., Suite 950, San Diego, California 92101. Notices by overnight delivery shall be deemed delivered on the next business day after delivery to the messenger service; notices by certified mail shall be delivered on the date of delivery or inability to deliver/refusal to accept shown on the return receipt. Such addresses may be changed from time to time by notice in writing. A copy of all notices to Developer will be provided to Developer's investor limited partner. Developer shall provide the Executive Director with the name and address of Developer's investor limited partner at a later date. The investor limited partner will have the same notice and cure rights as Developer hereunder, provided that the Developer's investor limited partner will be provided with an additional 30 days cure period beyond that provided to Developer. A cure by investor limited partner will be deemed to be a cure by Developer.

HIGHLAND HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Joseph A. Hughes, Executive Director

WAKELAND HIGHLAND LP,
a California limited partnership

By: WAKELAND HIGHLAND LLC,
a California limited liability company,
its managing general partner

By: Wakeland Housing and Development Corporation,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Rebecca Louie

President and Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

The real property in the City of Highland, County of San Bernardino, State of California, described as follows:

Parcel A:

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0^0 05' WEST 116.1 FEET FROM THE NORTHWEST ¼ CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5;

THENCE SOUTH 0^0 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET;

THEN SOUTH 89^0 59' 30" EAST 660.5 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION;

THENCE NORTH 0^0 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89^0 59' 30" EAST FROM THE POINT OF BEGINNING;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-04-0000

Parcel B:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 0^0 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A.L.

ABBOTT, ET UX, RECORDED IN BOOK 2193 PAGE 325, OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345;
THENCE CONTINUING SOUTH 0^0 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656 PAGE 193 OFFICIAL RECORDS;

THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A.L. ABBOTT PARCEL ABOVE REFERRED TO;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF SAID A.L. ABBOTT PROPERTY;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-05-0000

EXHIBIT B

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TO: Highland Housing Authority
27215 Base Line
Highland, California 92346
Attention: Executive Director

The undersigned, _____, being duly authorized to execute this Certificate of Continuing Program Compliance (this "Certificate") on behalf of Wakeland Highland, L.P., a California limited partnership (the "Developer"), hereby represents and warrants that:

1. He/she has read and is thoroughly familiar with the provisions of the Regulatory Agreement (Density Bonus) between the Developer and the City of Highland, the Regulatory Agreement (Grant Funds) between the Developer and the Authority, and the Ground Lease between the Developer and the Authority.

2. As of the date of this Certificate, the following number of completed residential units at the Site: (i) are currently occupied by Extremely Low Income Households at Affordable Rent; or (ii) are currently vacant and being held available for occupancy by an Extremely Low Income Household and have been so held continuously since the date an Extremely Low Income Household vacated such unit, or, (iii) are currently occupied by Very Low Income Households at Affordable Rent; or (iv) are currently vacant and being held available for occupancy by an Very Low Income Household and have been so held continuously since the date an Very Low Income Household vacated such unit, with all Affordable Units having been occupied by Senior Citizen Households.:

a. Occupied at an Affordable Rent by:

i. Extremely Low Income Households (30%) # of Units: _____, Nos.: _____

ii. Very Low Income Households (50%) # of Units: _____, Nos.: _____

b. Vacant but held for occupancy by:

i. Extremely Low Income Households (30%) # of Units: _____, Nos.: _____

ii. Very Low Income Households (50%) # of Units: _____, Nos.: _____

c. Last occupied by:

i. Extremely Low Income Households (30%) # of Units: _____, Nos.: _____

ii. Very Low Income Households (50%) # of Units: _____, Nos.: _____

3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than one hundred percent (100%) of the Required Affordable Units as completed units in the Project been occupied by, or been last occupied, or have been available for occupancy by Extremely Low Income Households and 50% Very Low Income Households at an Affordable Rent with all such households being Senior Citizen Households.

4. Developer has enclosed with this Certificate, as a material part hereof, a copy of that report most recently tendered to _____ [governmental entity providing assistance]; Developer shall update this Certificate to reflect any update, modification or amendment to the report made to _____].

5. Developer is not in default under the terms of the Regulatory Agreement (Grant Funds).

WAKELAND HIGHLAND LP,
a California limited partnership

By: WAKELAND HIGHLAND LLC, a California limited liability company, its managing general partner

By: Wakeland Housing and Development Corporation,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Name: Rebecca Louie
Title: President and Chief Executive Officer

EXHIBIT C

INCOME VERIFICATION FORMS

Part I -- General Information

1. Project Location: _____

2. Landlord's Name: _____

Part II -- Unit Information

3. Unit Number ____ 4. Number of Bedrooms ___ 5. Monthly Rent $_____ 6. Number of Occupants ___

Part III -- Affidavit of Tenant

1. I, , and I, , as applicants for rental of an Apartment Unit at the above-described location, do hereby represent and warrant as follows:

A. (My/Our) gross income (anticipated total annual income) **does not exceed thirty percent (30%)** of the median income for the San Bernardino-Riverside Primary Metropolitan Statistical Area such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $. The following computation includes all income (I/we) anticipate receiving for the 12-month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier. I/we certify that I/we meet the requirements of the senior housing restrictions associated with my housing unit..

_____
Tenant(s)' Initials

B. (My/Our) gross income (anticipated total annual income) **does not exceed fifty percent (50%)** of the median income for the San Bernardino-Riverside Primary Metropolitan Statistical Area such income levels are established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937 and published by the State Department of Housing and Community Development in the California Code of Regulations. (I/We) understand that the applicable median income is $_____. The following computation includes all income (I/we) anticipate receiving for the 12 month period beginning on the date (I/we) execute a rental agreement for an Affordable Unit or the date on which (I/we) will initially occupy such unit, whichever is earlier. I/we certify that I/we meet the requirements of the senior housing restrictions associated with my housing unit..

_____
Tenant(s)' Initials

C. All tenants must complete the following:

Monthly Gross Income **(All Sources of Income of All Adult Household Members Must be Listed)**			
Source	**Head of Household**	**Co-Tenants**	**Total**
Gross amount, before payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses			
Interest and/or dividends			
Net income from business or from rental property			
Social security, annuities, insurance policies, pension/retirement funds, disability or death benefits received periodically			
Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay			
Alimony, child support, other periodic allowances			
Public assistance, welfare payments			
Regular pay, special pay and allowances of members of Armed Forces			
Other			
Total:			

Total x 12 _____ = Gross Annual Household Income

Note: The following items are **not** considered income: casual or sporadic gifts; amounts specifically for or in reimbursement of medical expenses; lump sum payments such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses; educational scholarships paid directly to the student or educational institution; government benefits to a veteran for education; special pay to a serviceman head of family away from home and under hostile fire; foster child care payments; value

of coupon allotments for purpose of food under Food Stamp Act of 1964 which is in excess of amount actually charged the eligible household; relocation payments under Title II of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; payments received pursuant to participation in the following programs: VISTA, Service Learning Programs, and Special Volunteer Programs, SCORE, ACE, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience.

2. This affidavit is made with the knowledge that it will be relied upon by the Landlord to determine maximum income for eligibility and (I/we) warrant that all information set forth in this document is true, correct and complete and based upon information (I/we) deem reliable and that the estimate contained in paragraph 1 of this Part III is reasonable and based upon such investigation as the undersigned deemed necessary.

3. (I/We) will assist the Landlord in obtaining any information or documents required to verify the statements made in this Part III and have attached hereto copies of federal income tax return for most recent tax year in which a return was filed (past two years federal income tax returns for self-employed persons).

4. (I/We) acknowledge that (I/we) have been advised that the making of any misrepresentation or misstatement in this affidavit will constitute a material breach of (my/our) agreement with the Landlord to rent the unit and will additionally enable the Landlord and/or the Highland Housing Authority to initiate and pursue all applicable legal and equitable remedies with respect to the unit and to me/us.

(I/We) do hereby swear under penalty of perjury that the foregoing statements are true and correct.

_____ _____

Date Tenant

_____ _____

Date Tenant

INCOME VERIFICATION
(for employed persons)

The undersigned employee has applied for a rental unit located in a project financed under a multifamily housing program of the City of Highland and the Highland Housing Authority for persons of Extremely Low Income and Very Low Income. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to _____ in order that they may determine my income eligibility for rental of an apartment located in their project which has been financed under a multifamily housing program of the City of Highland and the Highland Housing Authority.

_____ _____
Signature Date

Please send to:

_____
_____
_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding calendar year and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____

Signature Date

11026-0001\2805523v3.doc
1628\31\3509658.1

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

ATTACHMENT NO. 12

[INTENTIONALLY OMITTED]

ATTACHMENT NO. 13

FORM OF DENSITY BONUS AGREEMENT

RECORDING REQUESTED BY:
AND WHEN RECORDED RETURN TO:

City of Highland
27215 Base Line
Highland, California 92346
Attn: City Manager

with a copy to:

Wakeland Highland LP
1230 Columbia St., Suite 950
San Diego, CA 92101

(Space above for Recorder's Use.)

This document is exempt from the payment of a recording fee under Government Code Sections 6103 and 27383.

REGULATORY AGREEMENT (DENSITY BONUS)

This REGULATORY AGREEMENT (DENSITY BONUS) is entered into by and between the CITY OF HIGHLAND, a municipal corporation ("City") and WAKELAND HIGHLAND, L.P., a California limited partnership ("Developer").

RECITALS

WHEREAS, Developer applied for a "density bonus" under Section 16.40.090 of the City Municipal Code ("Code") and Government Code section 65915 for its proposed 90 unit multifamily senior residential rental project ("Affordable Housing Project") on the site described in Exhibit "A" ("Site"), which is ground leased by Developer from the Highland Housing Authority.

WHEREAS, the City adopted its Resolution No. _____ on May 9, 2023 granting development incentives and land use waivers requested by Developer in such application in exchange for the restrictions in this Regulatory Agreement (Density Bonus) ("Regulatory Agreement"), which restricts 89 of the units as follows: (i) 27 units (23 one-bedroom units and 4 two-bedroom units) are restricted to senior households who make no more than 30% of area median income (i.e., extremely low income households); (ii) another 27 units (23 one-bedroom and 4 two-bedroom units) are restricted to senior households who make no more than 50% of area median income (i.e., very low income households); and (iii) and another 35 units (31 one-bedroom units and 4 two-bedroom units)

are restricted to senior households who make no more than 60% of area median income (i.e., low income households). There will be one unrestricted manager's unit.

WHEREAS, this Regulatory Agreement is a density bonus housing agreement within the meaning of Title 16, Chapter 16.40, Section 16.40.090 of the Highland Municipal Code. This City Regulatory Agreement shall be recorded in the Official Records of San Bernardino County, California as senior, non-subordinate covenants and restrictions. In no event shall these Restrictions be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the Project or any other lien or encumbrance whatsoever on Developer's ground leasehold interest in the Site for the period that this Regulatory Agreement (Density Bonus) remains in effect.

NOW, THEREFORE, City and Developer declare that the Affordable Housing Project and Developer's ground leasehold interest in the Site shall be held, transferred, encumbered, used, sold, conveyed, subleased and occupied subject to this Agreement, which shall run with the land and be binding on the parties hereto and their successors, assigns, and successors-in-interest to all or any portion of or interest in the ground lease or the Site.

ARTICLE I
DEFINITIONS

The definitions provided herein shall be applicable to this Declaration and also to any amendment or supplemental Declaration (unless the context implicitly or explicitly shall prohibit), recorded against the Site pursuant to the provision of this Declaration.

Section 1. "Affordable Housing Project" means the Project on the Site that is required to be constructed and operated in conformity with this Regulatory Agreement throughout the Required Covenant Period.

Section 2. "Affordable Rent" means the maximum rent for an applicable household income level described herein determined under California Health and Safety Code Section 50053(b) and any related regulations, it being understood that rent may be less than such maximum, and notwithstanding the foregoing, for ten (10) one-bedrooms the 50% Income Rent as published by the California Tax Credit Allocation Committee ("TCAC") for the County of San Bernardino ("County") and for thirty-one (31) one-bedroom units and four (4) two-bedroom units, the 60% Income Rent as published by TCAC for the County.

Section 3. "Approved Housing Project" means the Affordable Housing Project and related ancillary improvements.

Section 4. "Area" means the San Bernardino Primary Metropolitan Statistical Area, as periodically defined by HUD.

Section 5. "Authority" means the Highland Housing Authority and its successors in interest.

Section 6. "Base Period" means a period of 68 years commencing as of the Commencement Date of the Ground Lease.

Section 7. "Certificate" or "Certification" is defined in Article II, Section 3(a).

Section 8. "City" means and refers to the City of Highland, a municipal corporation.

Section 9. "Commencement Date of the Ground Lease" means the commencement of the Ground Lease as set forth therein.

Section 10. "Common Area" means all areas on the Site that are open or accessible to all tenants of the Site (such as grounds, but excluding buildings).

Section 11. "Extremely Low Income Households" means households earning not greater than thirty percent (30%) of Median Income for the Area pursuant to Health and Safety Code Section 50106.

Section 12. "Extremely Low Income Unit" means a Unit restricted to an Extremely Low Income Household.

Section 13. "Gross Income" means all payments from all sources received by a person (together with the gross income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) whether in cash or in kind as calculated pursuant to the Department of Housing and Community Development Regulations.

Section 14. "Ground Lease" means the ground lease by which Developer has a leasehold interest in the Site.

Section 15. "Household size appropriate to the Unit," as used herein, means two persons for each one-bedroom Unit (if any), and three persons for each two bedroom Unit.

Section 16. "Improvements" means the improvements on the Site.

Section 17. "Low Income Household" means households earning not greater than sixty percent (60%) of the Median Income for the Area.

Section 18. "Low Income Unit" means a unit restricted to a Low Income Household.

Section 19. "Map of the Site" means Exhibit "B" hereto. In the event of a discrepancy between the map attached hereto as Exhibit "B" and the legal description attached hereto as Exhibit "A", said legal description shall govern and prevail.

Section 20. "Median Income for the Area" means the median income for the Site most recently determined by the Secretary of Housing and Urban Development and published by the HCD under the California Health and Safety Code.

Section 21. "Municipal Code" means and refers to the City of Highland Municipal Code as revised from time to time.

Section 22. "Prescribed Income Levels" means that any household may not make more than the following income levels: (i) for 23 one-bedroom units and 4 two-bedroom units, 30% of area median income (i.e., Extremely Low Income Households); (ii) for 23 one-bedroom and 4 two-bedroom units, 50% of area median income (i.e., Very Low Income Households); (ii) for 31 one-bedroom units and 4 two-bedroom units, 60% of area median income (i.e., Low Income Households).

Section 23. "Regulatory Agreement" means this Regulatory Agreement and any amendments, modifications or supplements hereto. (The Authority and Developer are parties to a separate recorded Regulatory Agreement, the terms of which do not affect this Regulatory Agreement with the City.)

Section 24. "Required Affordable Units" means the 89 units on the Site that are restricted by this Agreement.

Section 25. "Required Covenant Period" means the period commencing on the date this Regulatory Agreement is recorded and ending at the end of the Base Period.

Section 26. "Site" means all of the real property and appurtenances as described in the Recitals above, including all structures and other improvements thereon, and those hereafter constructed.

Section 27. "Unit" means a dwelling unit on the Site.

Section 28. "Very Low Income Households" means households earning not greater than fifty percent (50%) of the Median Income for the Area pursuant to Health and Safety Code Section 50105.

Section 29. "Very Low Income Unit" means a Unit restricted to a Very Low Income Household.

ARTICLE II
PERMITTED USES; DENSITY BONUS CONCESSIONS AND WAIVERS; AFFORDABLE SENIOR HOUSING RESTRICTIONS

Section 1. Permitted Uses; Land Use Incentives and Waivers.

A. *Uses*. Developer shall develop the Approved Housing Project on the Site; thereafter, the Site shall be operated as an Affordable Housing Project in compliance with this Regulatory Agreement. None of the units in the Affordable Housing Project shall at any time be utilized on a transient basis nor shall the Affordable Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park. No part of the Site, from the date Developer acquired a leasehold interest in the Site, has been or will at any time be owned or used as a cooperative housing corporation or a community apartment project or a stock cooperative.

B. *Four Incentives*. Developer shall be entitled to the following four incentives:

(i) Exterior Storage Space. Municipal Code Section 16.16.040.C.3 requires that apartments provide a minimum of 200 cubic foot of exterior storage space. Developer may construct the Affordable Housing Project with all storage interior to the units rather than exterior.

(ii) Laundry Facilities. Municipal Code Section 16.16.040.E.3.g requires that apartments located within the R-4 Zoning District install laundry facilities, including washers and dryers, in every residential unit. Developer may construct a community laundry facility on the Site rather than individual washers and dryers in every residential unit.

(iii) Covered Parking. Table 16.52.030A of the Municipal Code requires that resident parking in the R-4 Zoning district be covered within a garage or carport; guest parking may be uncovered. Developer may construct 60 uncovered parking spaces and 8 handicapped parking spaces, but the 8 handicapped spaces must be covered by carports. The 60 uncovered spaces shall be shaded by trees species as recommended by the City's Landscape Architect and planted within parking lot landscape islands and half diamond planters as approved by the Highland Planning Commission (through the Design Review process).

(iv) Masonry Wall. Municipal Code Section 16.16.040.C.13 requires the construction of a masonry wall 6 feet in height or as approved by the Highland Planning Commission and screen landscaping at least 5 feet in width where a multi-family dwelling abuts the property in a single-family district; under those standards, a masonry wall would be required along the eastern and southern property lines and partially along the western property line with screening landscaping. Developer may construct a tubular steel fence, instead of a masonry wall, along such property lines.

C *Two Waivers:* Developer shall be entitled to the following two waivers:

(i) Unit Size. Table 16.16.040.B.12 of the Municipal Code requires that one bedroom units be a minimum of 650 square feet in size and that two or more bedroom units be a minimum of 800 square feet in size. Developer may construct the one bedroom units with a size of 542 square feet and the two-bedroom with a size of 798 square feet.

(ii) Private Open Space. Municipal Code Section 16.16.040.E.3.d requires each dwelling unit have a minimum of 150 square feet of private open space with a minimum dimension of 10 feet. Developer may construct and operate the Affordable Housing Project so that all the open space shall be common open space available to be shared by all residents, rather than private open space. Developer shall provide a small seating area near the single-story unit front doors for one or two all-weather chairs.

D. *Parking:*

Table 16.52.030 of the Municipal Code requires that senior housing projects located in the R-4 Zoning District provide one space per unit and 0.25 spaces per unit for guest parking. Based on the 90 units that will be constructed, the development is required to provide 113 parking spaces.

Government Code section 65915(p)(3) provides that if a development meets the criteria set forth in Government Code section 65915(b)(1)(G)(B) then the development does not need to provide any parking if it is a for-rent housing development for individuals who are 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

The development meets the criteria of Government Code section 65915(b)(1)(G)(B), such that Developer is not required to provide any parking for the Affordable Housing Project; nevertheless, Wakeland has agreed (and does hereby agree) to construct 68 parking spaces. Sixty (60) of those parking spaces will be uncovered and eight (8) of the parking spaces that will be designated for handicapped parking will be covered.

Section 2. Affordable Senior Housing Restrictions.

In exchange for the foregoing incentives, waivers and agreements:

Number of Units. During the Base Period, the Required Affordable Units shall be rented to households at the Prescribed Income Levels at Affordable Rent.

At such time as a tenant ceases to qualify as an Extremely Low Income Household, Very Low Income Household, or Low Income Household, as applicable, Developer shall hold the next available unit of the same unit size as a unit available only to an Extremely Low Income Unit, Very Low Income Unit, or Low Income Unit, as applicable, except that if more than one tenant of a Required Affordable Unit ceases to qualify, those tenants who are occupants of Extremely Low Income Units shall have priority for the next available unit(s).

Except to the extent prohibited by federal law or other regulatory agreements applicable to the property, in the event a household's income initially complies with the corresponding income restriction for an Extremely Low Income Household, Very Low Income Household, or Low Income Household, but the income of such household increases, such increase shall not be deemed to result in a violation of the restrictions of this Regulatory Agreement concerning limitations upon income of occupants, but Developer must comply with the previous paragraph.

Duration of Housing Restrictions. The Required Affordable Units shall be available to and occupied by Extremely Low Income Households, Very Low Income Households, and Low Income Households at Affordable Rent throughout the Required Covenant Period. All tenants residing in any Unit for which rents are limited by virtue of this Regulatory Agreement or pursuant to other regulation during the last two (2) Years of the Required Covenant Period shall be given notice by Developer at least once every six (6) months prior to the expiration date of this requirement, that the rent payable on such Unit may be raised to a market rate rent at the end of the Required Covenant Period.

Senior Housing Restriction: Occupancy of all of the Required Affordable Units shall be restricted to lawful senior housing and shall comply with California Civil Code Section 51.3.

Selection of Tenants. As specified below, Developer shall demonstrate to City that the proposed tenants of each of the Required Affordable Units constitutes an Extremely Low Income Household, Very Low Income Household, or Low Income Household. Prior to the rental or lease of an Required Affordable Unit, Developer shall require the tenant to execute a written lease and to complete an Income Verification certifying that the tenant(s) occupying the Required Affordable Unit is/are a lawful senior household and an Extremely Low Income Household, Very Low Income Household, or Low Income Household, and meet(s) the eligibility requirements established for the Required Affordable Unit. Developer shall verify the income of the tenant(s).

Determination of Affordable Rent for the Affordable Units. The Required Affordable Units shall be rented or leased at no greater than the Affordable Rent. The maximum monthly rental for the Required Affordable Unit shall be adjusted annually as permitted by Section 50053 of the California Health and Safety Code based on the annual adjustment to the Median Income for the Area established pursuant to Section 50093 of the California Health and Safety Code or by TCAC ,as applicable.

Section 3. Developer Reporting and Records; Tenant Verification.

In satisfying the reporting and verification obligations under this Agreement, Developer may in part use the verification forms attached as exhibits to the separate Regulatory Agreement (Grant Funds) entered into between Developer and the Highland Housing Authority.

Income Verification and Certification. Developer will obtain and maintain on file an Income Verification from each tenant for every Required Affordable Unit on the Site dated immediately prior to the initial occupancy of such tenant in the Rental Project.

On that June 15 which first follows commencement of the Improvements and annually thereafter, Developer shall file with City or its designee a Certificate, containing all information required pursuant to Health and Safety Code Section 33418, in a form prescribed by City. Each Certificate shall cover the immediately preceding fiscal year.

Developer shall maintain on file throughout the Required Covenant Period each tenant's executed lease and Income Verification and rental records for the Required Affordable Units. Developer shall maintain complete and accurate records and will permit any duly authorized representative of City to inspect the books and records of Developer pertaining to the Required Affordable Units. Developer shall prepare and submit to City annually commencing the June 15 first following the recording of the Memorandum of Ground Lease and continuing throughout the Required Covenant Period, a Certificate of Continuing Program Compliance. Such documentation shall state for each Affordable Rental Unit the number of bedrooms, the rental amount, the number of occupants, and the income of the occupants and any other information which may be used to determined compliance with the terms of this Regulatory Agreement.

As part of its annual report, at City's request, but not less frequently than prior to each initial and subsequent rental of each Required Affordable Unit to a new tenant household (but not lease renewals) and annually thereafter, Developer shall also provide to City completed income computation, asset evaluation, and certification forms, for any such tenant or tenants, in substantially the form provided by City from time to time. Developer shall obtain an annual certification from each household of each Unit demonstrating that such household is an Extremely Low Income Household, Very Low Income Household, or Low Income Household, as applicable, and meets the eligibility requirements established for each such Required Affordable Unit.

Developer shall submit to City any and all tenant income and occupancy certifications and supporting documentation required to be submitted to the Authority and/or TCAC; provided, City may request (and Developer shall provide) additional documentation to assist City's evaluation of Developer's compliance with this Agreement, if determined to be necessary in the reasonable discretion of the City Manager, specifically including (without limitation) any documentation or additional certifications that may be necessary to verify compliance with all requirements from all funding sources, and each tenant's status as to each Required Affordable Unit as a lawful senior household. The City's election to monitor some, but not all, of the Affordable Housing Units shall not constitute a waiver of the City's right to monitor and enforce compliance with respect to all Affordable Housing Units in the future.

Verification of Income of New and Continuing Tenants. Gross income calculations for prospective (and continuing) tenants shall be determined in accordance with 25 Cal. Code Regs.

Section 6914, as applicable. Developer shall verify the income and information provided in the income certification of the proposed tenant as set forth below.

(a) Developer shall verify the income of each proposed tenant of the Affordable Housing Project and by at least one of the following methods as appropriate to the proposed tenant:

(i) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods;

(ii) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed;

(iii) obtain an income verification certification from the employer of the person;

(iv) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies;

(v) obtain an alternate form of income verification reasonably requested by Authority, if none of the above forms of verification is available to Developer; or

(vi) as to the Required Affordable Units obtain verification and supporting documentation of the household as a lawful senior household.

Verification Regarding Eligibility of New Tenants. Developer shall retain documentation regarding the eligibility of each new tenant household.

Section 4. Nondiscrimination.

Developer shall refrain from restricting the rental, sale or lease of the Site, or any portion thereof, on the basis of race, color, creed, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(1) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(3) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

The covenants established in this Agreement and the deeds, if any, for conveyance for the Site shall, without regard to technical classification and designation, be binding for the benefit and in favor of City. The covenants against discrimination as set forth in this Section 4 shall remain in effect in perpetuity.

ARTICLE III

ENFORCEMENT

Section 1. Remedies. Breach of the covenants contained in this Agreement may be enjoined, abated or remedied by appropriate legal proceeding by City. This Agreement does not in any way infringe on the right or duties of the City to enforce any of the provisions of the City Code including, but not limited to, the abatement of dangerous buildings.

Section 2. Nuisance. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowable at law or equity, against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any owner or its successors in interest, without derogation of City's rights under law.

Section 3. Right of Entry. In addition to the above general rights of enforcement, City shall have the right through its agents and employees, to enter upon any part of the Site for the purpose of enforcing the California Vehicle Code, and the ordinances and other regulations of City, and for maintenance and/or repair of any or all publicly owned utilities. In addition, City has the right of entry

at reasonable hours and upon and after reasonable attempts to contact Developer, on any lot to effect emergency repairs or maintenance which Developer has failed to perform.

Section 4. Costs of Repair. The costs borne by City for repairs or maintenance, emergency and/or non-emergency, shall become a charge for which Developer shall be responsible.

Section 5. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

Section 6. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

Section 7. Enforcement and Nonliability. The City may from time to time make such efforts, if any, as it shall deem appropriate enforce and/or assist in enforcing this Agreement. However, City will not be subject to any liability for failure to affirmatively enforce any provision of this Agreement.

ARTICLE IV
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

Section 2. Term. This Agreement shall run with and bind the interest of Developer in the Site, and shall bind the owner(s) of all or any portion of or interests in said interest, and shall be enforceable by City, for a term equal to the Ground Lease, provided; however, that the covenants regarding nondiscrimination set forth in Section 4 of Article II of this Agreement shall remain in effect for perpetuity.

Section 3. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of senior rental housing available at Affordable Rent for Extremely Low Income Households, Very Low Income Households, and Low Income Households at Affordable Rent.

Section 4. Amendments. This Agreement may be amended only by the written agreement of Developer and City.

Section 5. Notices. Any notice permitted or required to be delivered as provided herein to Developer shall be in writing and may be delivered by certified mail or reputable overnight delivery service. Notice to City shall addressed to the City Manager at 27215 Base Line, Highland, California 92346. Notice to Developer shall be addressed to Wakeland Highland, L.P., a California limited partnership, 1230 Columbia St., Suite 950, San Diego, California 92101. Notices by overnight delivery shall be deemed delivered on the next business day after delivery to the messenger service; notices by certified mail shall be delivered on the date of delivery or inability to deliver/refusal to accept shown on the return receipt. Such addresses may be changed from time to time by notice in writing.

A copy of all notices to Developer will be provided to Developer's investor limited partner. Developer shall provide the City Manager with the name and address of the Developer's

investor limited partner. The investor limited partner will have the same notice and cure rights as Developer hereunder, provided that the Developer's investor limited partner will be provided with an additional 30 days cure period beyond that provided to Developer. A cure by investor limited partner will be deemed to be a cure by Developer.

Section 6. Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

CITY OF HIGHLAND,
a municipal corporation

By:
Joseph A. Hughes, City Manager

WAKELAND HIGHLAND LP,
a California limited partnership

By: WAKELAND HIGHLAND LLC,
a California limited liability corporation,
its managing general partner

By:
Rebecca Louie
President and Chief Executive Officer

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITE

The real property in the City of Highland, County of San Bernardino, State of California, described as follows:

Parcel A:

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0^0 05' WEST 116.1 FEET FROM THE NORTHWEST ¼ CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5;

THENCE SOUTH 0^0 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET;

THEN SOUTH 89^0 59' 30" EAST 660.5 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION;

THENCE NORTH 0^0 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89^0 59' 30" EAST FROM THE POINT OF BEGINNING;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-04-0000

Parcel B:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 0^0 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A.L.

ABBOTT, ET UX, RECORDED IN BOOK 2193 PAGE 325, OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345;
THENCE CONTINUING SOUTH 0^0 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656 PAGE 193 OFFICIAL RECORDS;

THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A.L. ABBOTT PARCEL ABOVE REFERRED TO;

THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF SAID A.L. ABBOTT PROPERTY;

THENCE NORTH 89^0 59' 30" WEST 660.5 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THE WEST 1 ½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

APN 1192-431-05-0000

EXHIBIT "B"

MAP OF THE SITE

(Attached.)

TITLE CONSTRAINTS MAP

CITY OF HIGHLAND, CA.

DATE OF SURVEY: OCTOBER 4, 2022

LEGEND

PROJECT BOUNDARY

EASEMENT LINE

EASEMENT LINE

PLOTTED EASEMENT [8]

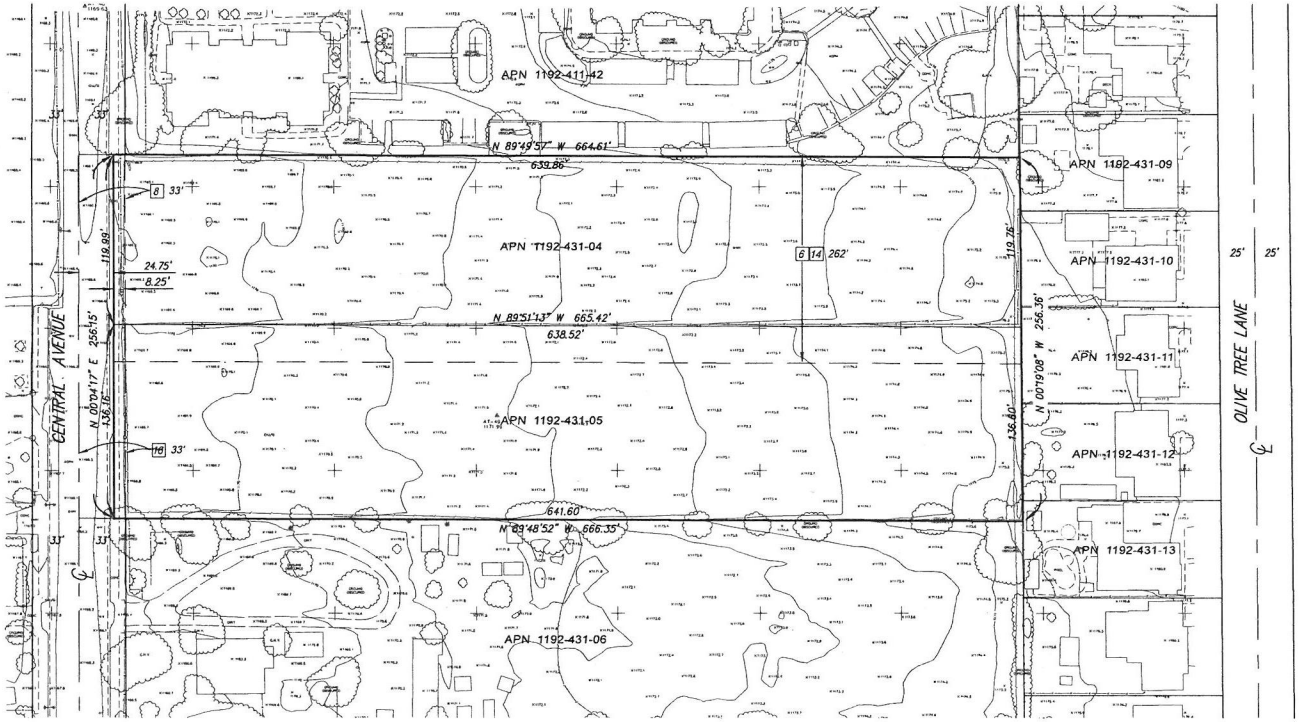
40 0 40 80 120

SCALE: 1" = 40'

DALE K. BREWER, PLS 5653
EXPIRES 9/30/2023

10-14-2022
DATE

LICENSED LAND SURVEYOR
DALE KEITH BREWER
NO. 5653
STATE OF CALIFORNIA



LEGAL DESCRIPTION

PARCEL 1: APN 1192-431-04-0-000

ALL THAT PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 5, WHICH IS SOUTH 0° 05' WEST 116.1 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 5; THENCE SOUTH 0° 05' WEST ALONG THE WEST LINE OF SAID NORTHEAST ¼ OF SAID SECTION, 120 FEET; THENCE SOUTH 89° 59' 30" EAST 660.5 FEET; MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION; THENCE NORTH 0° 02' 30" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 120 FEET TO A POINT WHICH IS SOUTH 89° 59' 30" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89° 59' 30" WEST 660.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM THE WEST 1½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

PARCEL 2: APN 1192-431-05-0-000

THAT PORTION OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF HIGHLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, WHICH POINT IS SOUTH 0° 05' WEST 236.79 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL NO. 1 DESCRIBED IN DEED TO A. L. ABBOTT, ET UX, RECORDED IN BOOK 2193, PAGE 325 OF OFFICIAL RECORDS AND BEING MARKED BY SURVEYOR'S STAKE L.S. 2345; THENCE CONTINUING SOUTH 0° 05' WEST 136.14 FEET TO THE NORTH LINE OF PARCEL NO. 2 DESCRIBED IN DEED TO LAWRENCE B. NELSON, ET UX, RECORDED IN BOOK 2656, PAGE 193 OF OFFICIAL RECORDS; THENCE EAST ALONG THE NORTH LINE OF THE NELSON PROPERTY TO A POINT IN THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, WHICH POINT IS SOUTH 136.6 FEET FROM THE SOUTHEAST CORNER OF THE A. L. ABBOTT PARCEL ABOVE REFERRED TO; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 136.6 FEET TO A SURVEYOR'S STAKE L.S. 2345, SAID STAKE MARKING THE SOUTHEAST CORNER OF THE SAID A. L. ABBOTT PROPERTY; THENCE NORTH 89° 59' 30" WEST 660.5 FEET MORE OR LESS TO POINT OF BEGINNING.

EXCEPTING THE WEST 1½ RODS THEREOF INCLUDED IN CENTRAL AVENUE.

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF CENTRAL AVENUE BEARING N. 00°04'17" E. AS SHOWN ON PARCEL MAP 15119, PM 184/64-65.

BASIS OF COORDINATES

THE BASIS OF COORDINATES FOR THIS SURVEY IS CCS '83, ZONE 5.

BENCH MARK

THE BENCH MARK FOR THIS PROJECT IS SAN BERNARDINO COUNTY BENCH MARK RESET 1992 IN T.C. 1 FOOT WEST OF ECR, NORTHWEST OF CORNER OF BASELINE AND PALM AVENUE. BENCH MARK NO. 00585, DESIGNATION 14-2.

ELEVATION: 1231.407 DATUM: NAVD 29

EXCEPTIONS

SEE SHEET 2 FOR LIST OF EASEMENTS AND EXCEPTIONS

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

ATTACHMENT NO. 14

FORMS OF GRANT AGREEMENT, LOAN AGREEMENT AND PROMISSORY NOTE

(Attached.)

1628\31\3424857.2
11026-0001\2805523v3.doc
1628\31\3509658.1

GRANT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made as of this _____ day of _____, 2023, by and among WAKELAND HOUSING AND DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation (the "**Grantee**" or "**Wakeland**"), the HIGHLAND HOUSING AUTHORITY, a public body, corporate and politic (the "**Grantor**" or "**Authority**"), and the CITY OF HIGHLAND, a municipal corporation (the "**City**").

RECITALS

A. Grantor, City and Wakeland Highland LP a California limited partnership ("**Developer**" or "**Owner**") have entered into that certain agreement entitled "Disposition and Development/Affordable Housing Agreement" dated as of [_____, 2023] (the "**AHA**"). A copy of this AHA is on file with the Grantor as a public record. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA. Grantee has been provided with and has reviewed the provisions of the AHA.

B. The AHA provides for Developer to develop improvements to certain real property defined therein as the "Site", including without limitation the construction of housing units and related infrastructure facilities on those portions of the Site described in the AHA as well as the operation of affordable rental housing under a ground lease, all as more particularly set forth in the AHA. Under the AHA, Authority will release certain moneys up to the maximum amount of Four Million Five Hundred Seventy-Seven Thousand Four Hundred Fifty Dollars ($4,577,450) (the "**Authority Amount**"), which is to be used to defray certain costs of constructing the Improvements (as that term is defined in the AHA). The release of any such moneys shall be subject to the prior satisfaction of various conditions precedent and consent of Authority as more fully set forth in the AHA.

With respect to any moneys released by Authority to Wakeland, Wakeland shall disburse such moneys to Developer as a secured loan pursuant to a Loan Agreement between Wakeland and Developer (the "Loan Agreement") and a Promissory Note by Developer to Wakeland ("Promissory Note") secured by a subordinate deed of trust on the Site and Improvements ("Subordinate Deed of Trust"), to pay for costs of the Improvements in strict compliance with the AHA. Wakeland shall and further provided that Wakeland execute and deliver this Agreement to Authority; but for assurance of the execution and delivery of this Agreement, Authority would not have agreed to such an arrangement regarding the disbursement of money. Wakeland is a sophisticated party with substantial experience in the financing, development and operation of affordable rental housing projects in California. Those moneys which are to be disbursed at the direction of Authority under the AHA are referred to herein as the "**Grant Moneys**" or the "**Grant**" for purposes of this Agreement.

C. Owner (Developer) is or shall be the owner of those improvements to be developed on the Site under the AHA.

D. Subject to the terms and conditions as set forth herein, as well as the AHA, Grantor wishes to grant, and Grantee wishes to accept the Grant Moneys so that Grantee may loan them to Owner for the Project.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. GRANT. Grantor and City agree to grant to Grantee, and Grantee agrees to receive the proceeds of the Grant subject to the following terms and conditions:

1.1 Grantee agrees to disburse the proceeds of the Grant to Owner promptly upon release of such moneys by Authority to Grantee.

1.2 Grantee agrees to not allow Owner to use the proceeds of the Grant in a manner or for purposes other than the acquisition and development of the Project.

The term of this Agreement will terminate upon completion of construction of the Improvements.

2. DISBURSEMENTS. Grantor agrees to disburse the Grant Moneys to Grantee upon closing of the primary construction financing of the Improvements and from time to time (but not more often than once every 30 days) subject to normal and customary construction disbursement conditions such as might apply to disbursements of a construction loan, including Grantor's receipt of a written draw request signed by both Grantee and Developer and which includes:

(a) a representation that that no default by Developer under the Ground Lease has occurred;

(b) the amount of Grant Moneys requested and costs to be paid with the requested funds (by line item in the Project budget previously delivered by Grantee to Grantor);

(c) reasonable evidence of the costs to be paid with the funds (such as invoices);

(d) a representation that the amount of the Project costs remaining to be paid with undisbursed Grant Moneys do not exceed the Project costs in the budget that were to be paid with those Grant Moneys, and that such undisbursed Grant Moneys together with all other committed loan funds are sufficient to pay all Project development and construction costs, such that all loans are "in balance";

(e) appropriate mechanics lien waivers from contractors/subcontractors to be paid with the draw (which may be conditional for the then-current draw, but must include unconditional partial waivers for all prior draws of Grant Moneys showing such funds have been received by the applicable contractors/subcontractors).

The Grant Moneys shall not exceed the Authority Amount, and no moneys will be disbursed to Grantee by the City (as the City has deposited with Authority any City funds that are to be used). Upon receipt, Grantee shall immediately disburse the Grant Moneys to Owner under the Loan Agreement. Grantee shall ensure that Owner uses such disbursed Grant Moneys only for purposes in connection with the payment of construction costs and expenses incurred in connection with the development of the Project.

3. REPRESENTATION AND WARRANTY. Wakeland represents and warrants to each of Authority and City that any moneys disbursed to Wakeland by Authority shall be applied immediately upon receipt only to defray the cost of construction of housing improvements on the Site (or payment to an institutional lender of amounts previously expended for such purpose), which may include supporting infrastructure, in strict conformity with the AHA.

4. INDEMNIFICATION. Grantee covenants that Grantee shall defend, indemnify and hold harmless each of Grantor, City and their respective officers, trustees, agents, elected officials, and employees (the "Indemnitees"), from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the grant of the Grant proceeds described herein or the use of Grant proceeds by Grantee, Developer or any other entity, as well as any other claim, loss, suit, or demand which may arise with respect to this Agreement or the subject matter hereof.

5. GRANTEE'S DEFAULT AND RIGHT TO CURE. Failure by Grantee to immediately disburse to Owner Grant Moneys received from Grantor or to cause the expenditure of such Grant Moneys in compliance with the terms hereof shall be a default hereunder. Upon receipt of written notice from Grantor of such default Grantee shall have thirty (30) calendar days from the receipt of such notice to cure such default (except in the case of a default because of failure to disburse Grant Moneys to Owner in which case the period shall be five (5) calendar days) provided, however, that so long as Grantee has commenced to cure within such time, then Grantee shall have a reasonable period thereafter (but not to exceed 120 days) within which to fully cure the default.

6. GRANTOR'S REMEDIES. Should Grantee fail to cure a default under this Agreement pursuant to Section 5 above, in addition to other rights and remedies permitted by the Agreement or applicable law, Grantor may choose in its sole discretion to proceed with any or all of the following remedies in any order or combination:

6.1 Bring an action in equitable relief (1) seeking the specific performance by Grantee of the terms and conditions of this Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

6.2 Bring an action for return of any Grant Moneys disbursed to Grantee that Grantee has not used pursuant to the terms of this Agreement;

6.3 Terminate this Agreement and cease to disburse Grant Moneys;

6.4 Pursue any other remedy allowed at law or in equity;

6.5 Pursue any other remedy allowed under the AHA and/or this Agreement.

7. GOVERNING LAW. This Agreement shall be interpreted under and governed by the laws of the State of California consistent with the overriding principle that the moneys disbursed by Authority under the AHA and as described in this Agreement shall be used only as disbursements to Developer and shall thereupon be exclusively used for the development of the Improvements as affordable rental housing units.

8. NO WAIVER. Any waiver by Grantor, City or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of Grantor, City or Grantee to take, or any delay or failure by Grantor or City to take action on any default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by Grantor and City or Grantee to any act or omission by

the other party shall not be construed to be consent to any other act or omission or to waive the requirement for Grantor, City or Grantee's written consent to future waivers.

9. NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three (3) days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee:	Wakeland Housing and Development Corporation 1230 Columbia St., Suite 950 San Diego, California 92101 Attention: Rebecca Louie
With a copy to:	Goldfarb & Lipman LLP 1300 Clay Street, 11th Floor Oakland, CA 94162 Attn: Heather Gould Telephone: (510) 836-6336 Email: hgould@goldfarblipman.com
Grantor:	Highland Housing Authority 27215 Base Line Highland, California 92346 Attention: Executive Director
City:	City of Highland 27215 Base Line Highland, California 92346 Attention: City Manager

10. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without Grantor's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

11. RELATIONSHIP OF PARTIES. The relationship of Grantee, City, and Grantor under this Agreement is and shall remain solely that of a grantor and grantee under a grant agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Neither City nor Grantor undertakes nor assumes any responsibility or duty to Grantee (except as provided herein) or to any third party with respect to the matters described herein. Grantee shall have no authority to act as an agent of Grantor or City or to bind Grantor or City to any obligation. The relationship of the parties to this Agreement does not affect the relationship of the parties to the AHA.

12. NO THIRD PARTY BENEFICIARIES. There shall be no third party beneficiaries of this Agreement.

13. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement or to the Loan Agreement, Promissory Note or Deed of trust must be in writing, and amendments to this Agreement shall be effective only if executed by each of City, Grantee and Grantor, while amendments to the Loan Agreement, Promissory Note or Deed of Trust shall be effective only if executed by Grantee and Owner (Developer), and approved by City in writing in advance.

14. TIME. Time is of the essence in this Agreement.

15. SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

16. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the Grantor shall be deemed the original.

SIGNATURE PAGE IS THE NEXT PAGE

1628\31\3424857.2
11026-0001\2805523v3.doc
1628\31\3509658.1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

GRANTOR:

HIGHLAND HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Name: _____
Title: _____

CITY:

CITY OF HIGHLAND,
a municipal corporation

By: _____
Name: _____
Title: _____

GRANTEE:

WAKELAND HOUSING AND DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation

By: _____
Rebecca Louie
President & CEO

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ , before me, _____ , Notary Public,
(Print Name of Notary Public)

personally appeared _____

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 of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

11026-0001\2805523v3.doc
1628\31\3509658.1

LOAN AGREEMENT

(Wakeland Highland)
(Authority Grant)

THIS LOAN AGREEMENT (this "**Agreement**") is entered into as of _____, 2023, by and among WAKELAND HIGHLAND LP, a California limited partnership (the "**Borrower**"), and WAKELAND HOUSING AND DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation (the "**Lender**") (each, a "**Party**," and collectively, the "**Parties**").

RECITALS

A. The Highland Housing Authority, a public body, corporate and politic (the "**Authority**") owns that certain real property located in the City of Highland, California, as more particularly described in Exhibit A, attached hereto (the "**Site**").

B. The Authority, the City of Highland, a municipal corporation (the "**City**"), and the Borrower have entered into that certain Disposition and Development/Affordable Housing Agreement dated as of _____, 2023 (the "**AHA**"). A copy of the AHA is on file with the Authority as a public record. Capitalized terms not defined herein shall have the respective meanings established therefor in the AHA.

C. Under that certain Ground Lease dated _____, the Authority has transferred to Borrower a leasehold interest in the Site, whereupon Borrower shall develop certain improvements pursuant the AHA, including without limitation the construction of housing units and related infrastructure facilities on those portions of the Site described in the AHA (collectively, the "**Improvements**" or "**Project**"). Borrower is or shall be the owner of those improvements to be developed on the Site under the AHA.

D. The Authority is releasing certain moneys to the Lender, up to the maximum amount of Four Million Five Hundred Seventy-Seven Thousand Four Hundred Fifty Dollars ($4,577,450) (the "**Authority Amount**"), which shall be used to defray certain costs of the development and construction of the Improvements (the "**Eligible Uses**"). The release of any such moneys shall be subject to the prior satisfaction of various conditions precedent and consent of the Authority as more fully set forth in the AHA. Those moneys which are to be disbursed at the direction of the Authority under the AHA are referred to herein as the "**Funds**" for purposes of this Agreement.

E. Pursuant to that certain Grant Agreement by and between Lender, the Authority, and the City dated _____ 2023 (the "**Grant Agreement**"), the Authority is granting the Funds to the Lender and the Lender shall be designated a payee of the Funds.

F. The Lender desires to loan, and the Borrower desires to borrow, those Funds

pursuant to this Agreement for use in the development of the Improvements.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "**Agreement**" shall mean this Loan Agreement.

(b) "**AHA**" shall have the meaning set forth in Recital B of this Agreement.

(c) "**AHA Documents**" shall mean the AHA, and, if applicable, all other documents entered into by Lender, an affiliate thereof, or the Borrower and Authority related to the Project and the Funds.

(d) "**Borrower**" shall mean Wakeland Highland LP, a California limited partnership.

(e) "**City**" shall mean the City of Highland, California.

(f) "**Deed of Trust**" shall mean the Deed of Trust and Security Agreement by the Borrower in favor of the Lender, which will be entered into upon acquisition of the Site by the Borrower.

(g) "**Default**" shall have the meaning set forth in Section 3.1 of this Agreement.

(h) "**Draw Request**" shall have the meaning set forth in Section 2.7(a)(1) of

this Agreement.

(i) "**Eligible Uses**" shall have the meaning set forth in Recital D of this Agreement.

(j) "**Funds**" shall have the meaning set forth in Recital D of this Agreement.

(k) "**Grant Agreement**" shall have the meaning set forth in Recital E of this Agreement.

(l) "**Improvements**" shall have the meaning set forth in Recital C of this Agreement.

(m) "**Investor Limited Partner**" shall have the meaning set forth in Section 4.4 of this Agreement.

(n) "**Lender**" shall mean Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation.

(o) "**Loan**" shall mean the loan from the Lender to the Borrower in the approximate amount of $4,577,450.

(p) "**Loan Documents**" shall mean this Agreement, the Note, [and the Deed of Trust].

(q) "**General Partner**" shall mean Wakeland Highland LLC, a California limited liability company.

(r) "**Note**" shall mean the promissory note that will evidence the obligation of the Borrower to repay the Loan to the Lender, dated of even date herewith.

(s) "**Project**" shall have the meaning set forth in Recital C of this Agreement.

(t) "**Site**" shall have the meaning set forth in Recital A of this Agreement.

(u) "**Specific Performance**" shall mean mandamus or other suit, action or proceeding at law or in equity to require a Party to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents or the AHA Documents.

(v) "**Term**" shall have the meaning set forth in Section 2.5 of this Agreement.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Site

ARTICLE 2

LOAN PROVISIONS

Section 2.1 Loan.

The Lender shall loan to the Borrower the Loan in the principal amount of up to $4,577,450, for the purposes set forth in Section 2.6 of this Agreement. The obligation to repay the Loan shall be evidenced by the Note.

Section 2.2 Interest.

(a) The outstanding principal balance of the Loan shall not bear interest.

(b) In the event of Default, interest shall accrue on the outstanding principal, as of the date of Default (following the expiration of applicable notice and cure periods), and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten and No/100ths percent (10.00%), compounded annually, or the highest rate permitted by law.

Section 2.3 Repayment of the Loan.

The Loan shall be repaid in accordance with the Note.

Section 2.4 Recourse.

The Loan shall be recourse to the Borrower.

Section 2.5 Term.

The Term of this Agreement shall commence on the date of this Agreement and continue for fifty-five years from the date of the closing of the construction financing for the Project, but in no event later than December 1, 2079 (the "**Term**").

Section 2.6 Use of the Funds; Compliance with AHA Documents.

The Borrower shall use the Funds for Eligible Uses that are set forth in the AHA Documents. The Borrower shall comply with the applicable terms of the AHA Documents and will not cause a breach under the AHA Documents or cause or permit the development and construction of the Improvements to cause a breach under the AHA Documents.

Section 2.7 Conditions Precedent to Disbursement.

(a) Upon satisfaction of the following conditions, the Lender shall promptly loan any of the Funds received from the Authority to the Borrower:

(1) The Borrower has delivered a request for the Funds (a "**Draw Request**") for the Eligible Uses, in a form acceptable to the Lender, identifying the amount of the Loan that the Borrower wishes to draw down. The Draw Requests for the Funds shall meet the requirements for submission to the Authority under the AHA Documents and comply with this Agreement;

(2) The Authority has approved the Draw Request without qualification and shall permit disbursement by Lender of the Funds to the Lender and the Borrower; and

(3) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement or the Loan Documents.

ARTICLE 3

DEFAULT AND REMEDIES

Section 3.1 Default of the Borrower.

Each of the following shall constitute a "**Default**" by the Borrower under this Agreement:

(a) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) calendar days of receipt of written notice from the Lender that such payment is due pursuant to the Loan Documents.

(b) Breach of Covenants. Failure by the Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) calendar days.

(c) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Borrower or seeking any arrangement for the Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Borrower in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of the Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of thirty (30) calendar days; or (v) the Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the Lender, the indebtedness evidenced by the Note.

(d) Assignment; Attachment. The Borrower shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any

substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the Lender, the indebtedness evidenced by the Note.

(e) Suspension; Termination. The Borrower shall have voluntarily suspended its business.

Section 3.2 Remedies of the Lender.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods shall, either at the option of the Lender or automatically where so specified, relieve the Lender of any obligation to make or continue the Loan and shall give the Lender the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) Acceleration of the Note. The Lender shall have the right to cause all indebtedness of the Borrower to the Lender under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Lender may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Lender as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. The Borrower shall be liable to pay the Lender on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorneys' fees and expenses), paid or incurred by the Lender in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The Lender shall have the right to Specific Performance.

Notwithstanding anything to the contrary herein, as long as the general partner of the Borrower is an affiliate of the Lender, the Lender must obtain the prior written consent of the Investor Limited Partner prior to exercising any remedies under this Agreement, the Note, the Deed of Trust or any other document evidencing or securing the Loan.

Section 3.3 Right of Contest.

The Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Lender or the rights of the Lender in this Agreement.

Section 3.4 Remedies Cumulative.

No right, power, or remedy given to the Lender by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Lender by the terms of any such instrument, or by any statute or otherwise against the Borrower and any other person. Neither the failure nor any delay on the part of the Lender to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 3.5 Notice and Cure Rights of Investor Limited Partner.

(a) Loan Documents. The Lender will provide the Investor Limited Partner a duplicate copy of all notices of default that the Lender may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at the address set forth in Section 4.8 hereof. The Investor Limited Partner shall have the right, but not the obligation, to cure any Default of the Borrower set forth in such notice, during any applicable cure period described in the Loan Documents, and the Lender will accept tender of such cure as if delivered by the Borrower. Notwithstanding anything herein to the contrary, in the event no cure period is provided for a Default under the Loan Documents, the Investor Limited Partner shall have a period of thirty (30) days to cure any such Default following its receipt of notice in accordance with Section 4.8 hereof.

(b) AHA Documents. The Lender agrees to provide the Investor Limited Partner, at the address set forth in Section 4.8 hereof, a duplicate copy of all notices of default that the Lender may be given or served in writing pursuant to the terms of the AHA Documents. To the extent permitted by the Authority, the Investor Limited Partner shall have the right, but not the obligation, to cure any default of the Lender set forth in such notice, during any applicable cure period described in the AHA Documents. Further, Lender will indemnify Borrower from and against any and all claims, suits, actions, losses and liability (including reasonable attorneys' fees) for any default under the AHA Documents, except to the extent the default arises from or relates to the Borrower's failure to comply with the AHA Documents or this Agreement. Any default of the Borrower arising or resulting from any act or omission of the General Partner shall not be treated as a Default under the Loan Documents. The provisions of this Section 4.2 shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1 Relationship of the Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Lender and the Borrower or its agents,

employees or contractors, and the Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. The Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under this Agreement. The Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with social security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. The Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 4.2 Indemnity.

The Borrower shall release and indemnify, defend and hold the Lender, and their respective board members, officers, representatives, agents, assigns and employees, harmless from and against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and reasonable expenses (including reasonable attorneys' fees) which arise out of or in connection with the Loan, except to the extent such claim arises from the grossly negligent or willful misconduct of the Lender. The provisions of this Section 4.2 shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

Section 4.3 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the Lender by any person that the Borrower may have employed or with whom the Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Loan.

Section 4.4 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Borrower and the Lender, and any such alteration or variation must be approved in writing by the Investor Limited Partner of the Borrower, which as of the closing date is [_____], a [_____] (the "**Investor Limited Partner**").

Section 4.5 Change in Ownership.

Notwithstanding anything to the contrary in the Loan Documents, the following changes of ownership in the Borrower shall be permitted without the prior consent of the Lender: (i) the transfer of partnership interest in the Borrower by the Investor Limited Partner; (ii) the transfer of any direct or indirect ownership interests in the Investor Limited Partner; and (iii) the removal and substitution by the Investor Limited Partner of the general partner of the Borrower pursuant to the terms of the Borrower's limited partnership agreement, as the same may be amended from time to time.

Section 4.6 Non-Liability of Members, Officials, Employees and Agents of the Lender.

No member, official, employee or agent of the Lender shall be personally liable to the Borrower in the event of any default or breach by the Lender or for any amount which may become due to the Borrower or its successor or on any obligation under the terms of this Agreement.

Section 4.7 No Third-Party Beneficiaries.

There shall be no third-party beneficiaries to this Agreement.

Section 4.8 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by certified mail, postage prepaid, return-receipt requested, or delivered by express delivery service, return-receipt requested, or delivered personally with a delivery receipt, to the principal office of the Parties as follows:

The Lender: Wakeland Housing and Development Corporation
1230 Columbia Street, Suite 950 San
Diego, CA 92101
Attention: Chief Executive Officer

The Borrower: Wakeland Highland LP
1230 Columbia Street, Suite 950 San
Diego, CA 92101
Attention: Chief Executive Officer

With a copy to:

Wakeland Highland LLC
c/o Wakeland Housing and Development Corporation 1230
Columbia Street, Suite 950
San Diego, CA 92101
Attention: President

With a copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94162
Attn: Heather Gould
Telephone: (510) 836-6336
Email: hgould@goldfarblipman.com

Investor Limited Partner: To be provided at a later date by the Borrower

With a copy to: To be provided at a later date by the Borrower

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this

Section 4.8. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 4.9 Applicable Law.

This Agreement shall be governed by California law.

Section 4.10 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their heirs, executors, administrators, legal representatives, successors, and assigns. Notwithstanding anything to the contrary in this Loan Agreement, the Note, or the Deed of Trust, the Borrower shall not sell, assign, convey, or transfer the Loan to any third party without the prior written consent of the Lender in its sole and absolute discretion.

Section 4.11 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party shall have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 4.12 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 4.13 Waivers.

Any waiver by the Lender of any obligation or condition in this Agreement must be in writing. No waiver shall be implied from any delay or failure by the Lender to take action on any breach or default of the Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Lender to any act or omission by the Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the written consent of the Lender to future waivers.

Section 4.14 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the provisions of this Agreement.

Section 4.15 Entire Understanding of the Parties.

This Agreement along with the AHA Documents, the Note and the Deed of Trust, constitutes the entire understanding and agreement of the Borrower and the Lender with respect to the Loan and the Funds.

Section 4.16 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 4.17 AHA Documents.

The Parties understand and agree that the provisions of this Agreement are subject to the AHA Documents and in the event of a conflict between this Agreement and the AHA Documents, the AHA Documents shall control. The Borrower shall provide documentation to the Lender evidencing compliance with the applicable requirements of the AHA Documents .

[SIGNATURE PAGES FOLLOW]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

LENDER:

WAKELAND HOUSING AND DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation

By: _____
Rebecca Louie, President and Chief Executive Officer

BORROWER:

WAKELAND HIGHLAND LP,
a California limited partnership

By: Wakeland Highland LLC,
a California limited liability company, its general partner

By: Wakeland Housing and Development Corporation,
a California nonprofit public benefit corporation, its sole member and manager

By: _____
Rebecca Louie, President and Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION OF SITE

PROMISSORY NOTE
(Wakeland Highland)

$4,577,450 **Highland, California**
_____, 20__

FOR VALUE RECEIVED, Wakeland Highland LP, a California limited partnership (the "**Borrower**"), promises to pay, or cause to be paid, to Wakeland Housing and Development Corporation, a California nonprofit public benefit corporation (the "**Lender**"), the principal amount of $4,577,450.

1. Loan Amounts. Lender is receiving certain grant moneys from the Highland Housing Authority, a public body, corporate and politics (the "**Authority**"), in the amount of $4,577,450 (the "**Funds**"), in connection with the development and construction of housing units and related infrastructure facilities on that certain real property located at 7433 Central Avenue, Highland, California 92346 (the "**Project**").

2. Obligation of the Borrower. This Note evidences the obligation of the Borrower to pay the Lender the principal amount of $4,577,450, for the Funds loaned to the Borrower from the Lender (the "**Loan**") for the development of the Project pursuant to that certain Loan Agreement by and between the Borrower and the Lender of even date herewith (the "**Loan Agreement**"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

3. Interest. This Note shall not bear interest.

4. Term and Repayment Requirements. The term of this Note (the "**Term**") commences with the date of this Note and expires fifty-five (55) years from the date of the closing of the construction financing for the Project, but in no event later than December 1, 2079. All principal owed under this Note is due in full on the earlier to occur of: (i) the date of any Default, (ii) the expiration of the Term, and (iii) any sale, transfer, assignment, or conveyance of the Property except to an affiliate of Lender.

5. [Security]; Recourse Obligation.

(a) [This Note is secured by a Deed of Trust and Security Agreement (the "**Deed of Trust**"), dated of even date herewith, wherein the Borrower is the Trustor and the Lender is the Beneficiary.]

(b) The Loan shall be recourse to the Borrower.

6. Terms of Payment.

(a) All payments due under this Note are to be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note are to be paid to the Lender at 1230 Columbia Street, Suite 950, San Diego, CA 92101, Attn: Chief Executive Officer, or to such other place as the Lender may from time to time designate.

(c) All payments on this Note are without expense to the Lender, and the Borrower agrees to pay all costs and expenses, including re-conveyance fees and reasonable attorneys' fees of the Lender, incurred in connection with the payment of this Note and the release of any security hereof.

(d) There shall be no repayment of this Loan prior to maturity, except the Borrower may prepay the amounts due under this Note at any time without premium or penalty if such repayment is made from distributions from the Project.

7. Default.

(a) Any of the following constitutes an event of default under this Note (each, a "**Default**"):

(i) Any failure to pay, in full, any payment required under this Note within ten (10) calendar days of written notice that such payment is due;

(ii) Other than the failure addressed in Section 7(a)(i) of this Note, failure of the Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of this Note and such failure having continued uncured for thirty (30) calendar days after receipt of written notice thereof from the Lender to the Borrower; and

(iii) The occurrence of any event of default under the Loan Agreement, Deed of Trust, or other instrument securing the obligations of the Borrower under this Note or under any other promissory notes hereafter issued by the Borrower to the Lender pursuant to the Loan Documents, subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of a Default, the entire unpaid principal balance, and together with all other sums then payable under the Loan Documents shall at the option of the Lender become immediately due and payable upon written notice by the Lender to the Borrower without further demand.

(c) The failure to exercise the remedy set forth in Section 7(b) of this Note or any other remedy provided by law upon the occurrence of one or more of the foregoing events of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by the Lender hereof of any payment which is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Lender, except as and to the extent otherwise provided by law.

(d) The investor limited partner of the Borrower shall have the right, but not the obligation, to cure any Default of the Borrower during any applicable cure period described above, and the Lender shall accept tender of such cure as if delivered by the Borrower.

8. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the Lender may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Lender with any person now or hereafter liable for payment of this note operates to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note are absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to the Lender or the Borrower shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

The Lender: Wakeland Housing ang Development Corporation
1230 Columbia Street, Suite 950 San
Diego, CA 92101
Attention: Chief Executive Officer

The Borrower: Wakeland Highland LP
c/o Wakeland Housing and Development Corporation 1230
Columbia Street, Suite 950
San Diego, CA 92101
Attention: Chief Executive Officer

With a copy to: Wakeland Highland LLC

c/o Wakeland Housing and Development Corporation 1230 Columbia Street, Suite 950
San Diego, CA 92101 Attention:
President

With a copy to: Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94162
Attn: Heather Gould
Telephone: (510) 836-6336
Email: hgould@goldfarblipman.com

With a copy to: Investor Limited Partner - Borrower shall provide this information at a later date

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 9. Receipt is deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

(b) The Borrower promises to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Lender in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note is governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder are strictly construed, time being of the essence.

(f) This document, together with the Loan Agreement, the Deed of Trust, and the AHA Documents (as defined in the Loan Agreement), contains the entire agreement between the Lender and the Borrower as to the loan evidenced by this Note. It may not be modified except upon written consent of the parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed and delivered on the date set forth above.

BORROWER:

WAKELAND HIGHLAND LP,
a California limited partnership

By: Wakeland Highland LLC,
a California limited liability company,
its general partner

By: Wakeland Housing and Development Corporation,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Rebecca Louie, President and Chief Executive Officer

TABLE OF CONTENTS

Page

1 1

2 1

3 1

4 1

LOAN AGREEMENT 10

RECITALS 10

ARTICLE 1 11

ARTICLE 2 13

LOAN PROVISIONS 13

ARTICLE 3 14

DEFAULT AND REMEDIES 14

ARTICLE 4 16

GENERAL PROVISIONS 16

[SIGNATURE PAGES FOLLOW] 20

EXHIBIT A 22

ATTACHMENT - 4

HSC Section 33433 Report

INFORMATION SUMMARY
FOR PROPOSED
DISPOSITION AND DEVELOPMENT/
AFFORDABLE HOUSING AGREEMENT AND GROUND LEASE
WITH
WAKELAND HIGHLAND LP,
A CALIFORNIA LIMITED PARTNERSHIP
"33433 REPORT"

Introduction:

This summary was prepared for the Highland Housing Authority ("Authority") in its capacity as the Successor Housing Agency ("SHA") to the Highland Redevelopment Agency to address the provisions of and pursuant to California Health and Safety Code ("HSC") § 33433 with respect to the Disposition and Development/Affordable Housing Agreement ("DD/AHA") and Ground Lease ("Lease") (collectively, "DD/AHA/Lease") between the Authority and Wakeland Highland, LP, a California limited partnership ("Developer"). The DD/AHA/Lease pertains to the development of a ninety (90) unit senior apartment complex ("Project") on that certain property consisting of two parcels located along the east side of Central Avenue approximately 800 feet south of Base Line Road, California (APNs 1192-431-04 & -05) ("Site").

Background:

Prior to dissolution, the Highland Redevelopment Agency ("Former Agency") acquired a portion of the real property (APN 1192-431-05-0000) consisting of approximately 2.0 acres, which was funded from the Former Agency's Low- and Moderate-Income Housing Fund. The Successor Agency to the Former Agency ("Successor Agency") previously transferred APN 1192-431-05-0000 to the Authority at no cost for affordable housing purposes. Post dissolution of the Former Agency, the Authority, in its capacity as the SHA, acquired the remainder of the real property (APN 1192-431-04-0000) consisting of approximately 1.73 acres located at 7433 Central Avenue, which was funded from the SHA's Low- and Moderate-Income Housing Asset Fund. Therefore, the Site is an asset of the SHA. The need for an HSC § 33433 summary report was prompted by the funding source used to acquire the Site.

The proposed DD/AHA/Lease with the Authority, under which the Developer would ground lease the Site from the Authority, contemplates that the Developer will seek equity funds through federal and possibly state tax credits ("Tax Credit Equity") as well as other private and public funding, upon which the Developer would proceed to develop an approximately ninety (90) unit senior (age restricted) apartment complex on the Site, with appropriate amenities. The financial obligation incurred with respect to the development of the Site shall be the sole responsibility of the Developer and not the Authority.

Consistent with the foregoing, the structure of the DD/AHA/Lease requires the Developer to ground lease the Site from the Authority for a term of 68 years. The amount of ground rent to be paid is One Dollar ($1.00) per year. The DD/AHA/Lease also requires an "Authority Grant Contribution" in the amount of $4,577,450 for the purpose of providing gap funding to

2305 Chicago Avenue, Riverside, California 92507
Office (951) 680-0440 Fax; (951) 680-0490
www.TKEengineering.com

the Developer for the Project. The Developer has indicated that it intends to finance the Project (at the takeout stage) utilizing the following sources and amounts (Project Financing Plan"):

	SOURCES	**AMOUNTS**
1.	CTCAC LIHTC - Tax Credit Equity	$20,469,809.00
2.	HCD MHP Loan	16,786,036.00
3.	Authority Grant Contribution	4,577,450.00
4.	General Partner Capital Contribution	3,000,000.00
5.	Authority Land Contribution Value	3,000,000.00
6.	Private Permanent Loan	1,413,445.00
	TOTAL:	**$49,246,740.00**

Definitions of acronyms: California Tax Credit Allocation Committee ("CTCAC"); Low-Income Housing Tax Credit ("LIHTC"); California Department of Housing and Community Development ("HCD"); Multifamily Housing Program ("MHP").

The Developer's Project Financing Plan requires that: i) 27 dwelling units be reserved for occupancy by households earning not greater than thirty percent (30%) of the San Bernardino County Median Income, adjusted by family size ("Extremely Low-Income"); ii) 27 dwelling units be reserved for occupancy by households earning not greater than fifty percent (50%) of the San Bernardino County Median Income, adjusted by family size ("Very Low-Income"); and iii) 35 dwelling units be reserved for occupancy by households earning not greater than sixty percent (60%) of the San Bernardino County Median Income, adjusted by family size ("Low-Income"). Collectively, the Extremely- Low-Income, Very- Low-Income and Low-Income reserved units are hereinafter referred to as the "Affordable Units". One dwelling unit is reserved for the Project manager and is unrestricted as to income.

Article XXXIV Exemption:

Article 34 of the California Constitution prohibits the development of a low-income affordable housing project with state or local public financing or assistance unless and until a majority of the voters of the jurisdiction has approved it. The City of Highland lacks Article 34 Authority because an Article 34 authorization has not been presented to the voters.

Definitions:

i) *low rent housing project* - any development dwellings, apartments or other living accommodations for persons of low income, financed in whole or in party by the Federal Government or a state public body or to which the Federal Government or a state public body extends assistance;
ii) *persons of low income* – defined by the Health & Safety Code as individuals or households whose income does not exceed the greater of (a) the "lower income" limit under federal Section 8 guidelines or (b) 80% of area median income, if the Section 8 guidelines are discontinued; and
iii) *state public body* – the State, or any city, city and county, county, district, authority, agency, or any other subdivision or public body of the State (does not include the federal government).

However, California Health and Safety Code ("HSC") § 37001 provides clarification as to exemptions under Article 34, as follows:

"The term "low-rent housing project," as defined in Section 1 of Article XXXIV of the California Constitution, does not apply to any development composed of urban or rural dwellings, apartments, or other living accommodations, that meets any one of the following criteria:

(a)(1) The development is privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of Section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities; and
(2) not more than 49 percent of the dwellings, apartments, or other living accommodations of the development may be occupied by persons of low income.

The Project, as contemplated by the DD/AHA/Lease, qualifies for an exemption under Article 34 pursuant to HSC § 37001 (a)(2) because the Authority, by itself and for its own benefit, requires 44 of the Project's dwelling units be designated as affordable by the Authority, which equals approximately 49% of the Project's total number of dwelling units. As noted above, the Developer's Project Financing Plan requires LIHTCs and an HCD MHP loan. As a consequence, the State of California, through CTCAC and HCD will require an additional 45 of the Project's dwelling units be designated as affordable, which when added together with the Authority designated affordable dwelling units, the Project will provide a total of 89 affordable senior only dwelling units.

Diminution of Site Value:

TKE has reviewed the Developer's proforma, which confirms that the use of each of the sources described above are essential components of the Developer's Project Financing Plan. Therefore, since the fiscal viability of the Project depends on receiving the Authority Grant Contribution, Tax Credit Equity and an HCD MHP Loan, for which when added together these funding sources require the Project to provide 89 Affordable Units (including a mix of dwelling units that are affordable to extremely-low-income, very- low-income and low-income households), it is appropriate in this analysis to assume that the Project's net operating income will be significantly impaired by the inclusion of the Affordable Units (as described above) within the Project and will affect the residual value of the Site, as further described herein.

Project Benefits Community:

The Project contemplated by the proposed DD/AHA/Lease is in furtherance of the: i) the Former Agency's Redevelopment Plan; ii) City's General Plan (Housing Element); and iii) the applicable Regional Housing Needs Allocation ("RHNA") plan that estimated that approximately 2,513 new houses, condos or apartments should be developed in Highland during the period of 2021-2029.

1. Cost of Project (DD/AHA/Lease) to Authority:

The overall Project is anticipated to produce a net cost to the Authority of $5,024,201.25 (includes the Former Agency's land contribution). This conclusion is based upon the following data:

a. **Land Acquisition Cost**: The Former Agency acquired a portion of the real property (APN 1192-431-05-0000) consisting of approximately 2.0 acres for $101,570.25. This parcel was transferred to the Authority at no cost for affordable housing purposes by the Successor Agency. The Authority, in its capacity as the SHA, acquired the remainder of the real property (APN 1192-431-04-0000) consisting of approximately 1.73 acres for $295,000.00. The combined purchase price for the Site is $396,570.25.

b. **Clearance Costs:** The Authority expended $50,181.00 to demolish the dilapidated structure on APN 11-92-431-04-0000.

c. **Relocation Costs:** None, the Site was vacant at the time of acquisition.

d. **Improvement Costs**: None, the Authority has not incurred any improvement costs.

e. **Finance Costs**: None. The Former Agency and the Authority exclusively funded the acquisition prices with cash for each parcel.

f. **Other Costs:** To ensure the financial feasibility of the Project, the Authority will contribute a grant in the amount of $4,577,450 for the purpose of providing gap funding to the Developer for the Project.

g. **Offsetting Revenue:** None.

2. Estimated value of the interest to be conveyed or leased, determined at highest and best use permitted by the Redevelopment Plan:

The Developer's Project Financing Plan for the Project with Affordable Units is very similar to the financing plans presented by affordable housing developers seeking financing for other affordable rental housing projects in California. Although some variances may be included for portions of such financing plans and the Developer may seek additional financing sources, by and large, the basic sources of financing are identical (i.e., 9% or 4% LIHTCs and private activity multifamily housing bonds or HCD MHP Loans). These financing sources require that the projects they approve include Affordable Units (as described above). The practical effect of including Affordable Units with below-market rental rates is to significantly diminish a project's net operating income, which among other matters, limits the project's capability of obtaining debt financing and paying lease payments attributable to the land. Further, these requirements render the value of the interest to be conveyed to a negative number, which triggers the need for additional preferential or soft financing.

With respect to the Project, based upon its current proforma, the Developer estimates that the Project will require approximately $49.3 million to develop. Overall, it is estimated that the Project's projected cash flow only supports approximately $38.7 million or 79% of the Project's costs (including permanent scheduled debt and LIHTC equity). The remaining approximately $10.6 million or 21% shortfall includes a variety of essential soft financing sources that includes a $4,577,450 million gap funding grant from the Authority and a $3,000,000 General Partner capital contribution.

It is important to note that the Developer has reflected within its proforma an assumed value of the Authority's contribution of the Site to the Project of $3,000,000. This amount is based on recent sales and listing prices of similar properties in the vicinity of Highland. This amount is included within the proforma for accounting purposes only and relates to maximizing the Project's eligibility for LIHTCs and does not indicate an actual purchase price (or basis for a ground lease rate). For the purpose of quantifying the cash shortfall in the Project's budget, TKE has subtracted the value of the LIHTCs (approximately $20.5 million), the permanent scheduled debt (approximately $18.2 million) and the accounting estimate for land value (approximately $3.0 million) from the Project's total development cost of approximately $49.3 million. The result is a cash shortfall of approximately $7.6 million. However, in terms of value, it is necessary to include the lack of a land payment at the estimated land value of $3 million. As a result, the estimated value of the interest to be conveyed or leased, determined at highest and best use permitted by the Redevelopment Plan equals a negative $10.6 million.

Therefore, by using the approach described in the preceding paragraph, the Developer's financing plan for the Project that includes the required Affordable Units results in a cash shortfall of approximately $7.6 million and a land payment shortfall in the estimated amount of $3 million, which together contributes to a negative land value of approximately $10.6 million. Given that the Site is dedicated to being used solely for affordable housing purposes, it is the opinion of the undersigned that the estimated value of the interest to be conveyed or leased, determined at highest and best use permitted by the Redevelopment Plan, is a negative value of approximately $10.6 million.

3. Estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants and development costs required by the sale or lease:

The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants and development costs required by the sale or lease, is a negative value of approximately $10.6 million.

4. The purchase price or sum of the lease payments which the lessor will be required to pay during the term of the lease:

The Authority anticipates receiving lease revenue from the Project during the 68-year term of the Lease of one-dollar ($1.00) per year for a total of sixty-eight dollars ($68.00). This de minimis lease rate is required because of: i) the Project's fiscal shortfall, as described above, and ii) that a significant portion of the Authority's Grant Contribution and land acquisition costs include the use of tax-exempt bond proceeds that cap the use of such proceeds for private activities at five-percent (5%) of total proceeds for which the sum of the Authority's financial incentives in this matter well exceed five percent (5%).

5. Explanation of the reason (if applicable) why the sales price or lease rate paid to the Authority may be less than market value of the property as determined at its highest and best use:

As noted above, since the fiscal viability of the Project requires Tax Credit Equity and a HCD MHP loan for which both funding sources require the Project to provide the Affordable Units

(in the mix described above), it is appropriate for this report to assume that the Project's net operating income will be significantly impaired by the inclusion of the Affordable Units (as described above) within the Project and will affect the residual value of the Site, as further described herein. As more particularly described above, the estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants and development costs required by the sale or lease, is a negative value of approximately $10.6 million.

6. Explanation of why the sale or lease of the property will assist in the elimination of blight:

Prior to dissolution, the Former Agency acquired a portion of the real property (APN 1192-431-05-0000) consisting of approximately 2.0 acres, which was funded from the Former Agency's Low- and Moderate-Income Housing Fund. The Successor Agency previously transferred APN 1192-431-05-0000 to the Authority at no cost for affordable housing purposes. Post dissolution of the Former Agency, the Authority, in its capacity as the SHA, acquired the remainder of the real property (APN 1192-431-04-0000) consisting of approximately 1.73 acres located at 7433 Central Avenue, which was funded from the SHA's Low- and Moderate-Income Housing Asset Fund. Both parcels were acquired for affordable housing purposes. However, APN 1192-431-04-0000 included a dilapidated (i.e., blighted) structure that was demolished (i.e., blight removal). In this matter, the Project is an affordable rental housing project that will include attractive design features and amenities that will enhance the general neighborhood it is located within, which is anticipated to set a standard for its neighborhood that will contribute to the avoidance of blighting conditions going forward. The DD/AHA/Lease includes the requirements that the Developer will follow the City's customary planning process, including without limitation design review.

Certification: I certify that this report complies with the reporting requirements of HSC § 33433. Further, I do not have a present or prospective interest in the Site, the Project, or the parties to the DD/AHA/Lease. My engagement to prepare this report was not contingent upon developing or reporting predetermined results. The statements of fact contained herein, and the substance of this report are based on public records, data provided by the Authority, reports provided by its consultants or as otherwise noted herein. This report reflects my personal, unbiased professional analyses, opinions and conclusions. If any of the underlying assumptions related to the DD/AHA/Lease change after the date provided below, then the undersigned reserves the professional privilege to modify the contents and/or conclusions of this report.

Respectfully Submitted,
TKE ENGINEERING, INC.

STEVEN H. DUKETT
Managing Director
Development Services

SHD:ndv

Dated: April 20, 2023

ATTACHMENT – 5

Parking Analysis

WAKELAND
HOUSING & DEVELOPMENT CORPORATION

Highland Senior Apartments – Parking Analysis

Highland Senior Apartments is a proposed new construction senior development comprised of 90 one- and two-bedroom units on a 3.76-acre site in the City of Highland. The development, set in an existing residential neighborhood, will be comprised of one two-story residential building served by an elevator and four single-story buildings with courtyards and walkways throughout the site to foster outdoor recreation areas including: a park area, BBQs, garden planters, pet relief area, courtyards, and a plaza with outdoor seating. The community building will contain property management offices, resident and supportive services as well as communal laundry facilities, creating a gathering point for neighbors.

The site is well situated in the Highland community to allow for residents to be car-free and still have access to parks, a library, a grocery store, a pharmacy and access to regional needs like medical and government centers. Located at 7433 Central Avenue, Highland Senior Apartments is within one mile of several amenities that will serve senior residents, including: Highland Family YMCA (0.4 miles); Cunningham Neighborhood Park (0.6 miles); Sam J. Racadio Library and Environmental Learning Center (0.5 miles); and CVS pharmacy (0.56 miles). Highland Senior Apartments is also located within a four-minute, 0.2-mile walkable flat route to an Omnitrans bus stop (Route 3/4 with service every 20-30 minutes M-F) on Baseline at Central Avenue. An additional four-minute ride on the bus will take residents to Smart & Final Extra! (1.0 miles from the site) for grocery shopping. Senior bus fares are .90 one way. Omnitrans Route 3/4 also travels to medical facilities like San Bernardino County Hospital, Ballard Rehab Center and St. Bernardine Medical Center as well as the San Bernardino County Government Center, County Courts and the Transit Center where individuals can transfer to other bus and rail lines.

Almost one-third of the units (27 of 90) will be restricted for Extremely Low-Income Seniors at 30% of the Area Median Income for San Bernardino County. Twenty-four (24) of these households will be served by a Lead Service Provider that provides Medicare- and Medicaid-covered care and services known as Program of All-Inclusive Care for the Elderly (PACE). These services will include regular, free transportation to a nearby PACE center for activities or medical appointments.

WAKELAND
HOUSING & DEVELOPMENT CORPORATION

Wakeland Housing and Development Corporation is proposing 68 total parking spaces on the site for Highland Senior Apartments. This represents a parking ratio of .75 parking spaces for every 1 unit of housing (0.75:1). This parking ratio is supported by the following:

- the site is located within a brief walking distance to a bus stop and/or a short bus ride to many amenities in the community;
- almost one-third of the units will be served by a PACE Service Provider that will provide transportation to a PACE center for activities and/or medical appointments;
- there is a goal to maximize affordable housing and green spaces on the site;
- there is a requirement to efficiently maximize public funding for the development;
- local and regional planning measures encourage public transportation and reduction of greenhouse gas emissions;
- several other senior affordable developments in the San Bernardino County area have successfully operated with reduced parking at their sites.

Designing the site with a .75 parking ratio allows for a comfortable density of 24 dwelling units per acre (90 units) and means less paved area and more green space for amenities such as planter beds and outdoor recreation. The site will maintain a more open feeling between buildings and residents will be able to take advantage of courtyards, pathways, benches and landscaping (passive recreation spaces) rather than having buildings closer together (and possibly two-story) to accommodate more parking and impervious surfaces. Increased green space is more environmentally friendly and decreases pollutants from cars and runoff into storm drain inlets and catch basins.

The cost to build 45 additional parking spaces is approximately $200,000 in associated curb, gutter, site preparation and paving. Wakeland maintains a goal of being a good steward of public funds and desires to spend precious dollars on affordable housing, amenities for residents such as outdoor passive and active recreation, and aesthetic design of the buildings, unit interiors and common spaces. While it is important to plan for independent transportation for residents, the value of an open, well-designed community with a variety of recreation opportunities for residents is also an important use of public funds.

Encouraging public transportation and reducing vehicle miles traveled and greenhouse gas emissions are local and regional goals for both the City of Highland and the County of San Bernardino. Program 11 of the City of Highland's 6th Cycle Housing Element (2021-2029) supports

regional efforts to link public transportation and housing, especially along the Baseline corridor where the project is located. In addition, the San Bernardino Green House Gas Reduction Plan, published in March 2021, includes policies to "encourage transit-oriented, infill development to make efficient use of existing land," and "promote bus service and paratransit improvements," such as Program 11. Reducing parking at the Highland Senior Apartments site is in line with these policies to design this infill site efficiently with less focus on vehicles and promote use of nearby bus service that is within easy walking distance of the site.

Wakeland researched the market and located several other senior developments in San Bernardino County successfully operating with similar or lower parking-per-residential-unit ratios than what is being proposed at Highland Senior Apartments. The table below illustrates developments in operations for up to fifteen years with as low as .45:1 parking ratios.

Year placed in operations	Property Name	# of Units	# of Parking Spaces	Parking ratio	Location
1998	Seasons Senior Villas	104	47	0.45	Chino
2008	Ontario Senior Apartments	76	57	0.75	Ontario
2008	The Plaza at Sierra	90	68	0.75	Fontana
2012	Yucca Valley Senior Apartments	75	48	0.64	Yucca Valley
2016	Villa Pacifica II	60	42	0.70	Rancho Cucamonga
2017	Beautiful Light Inn	100	64	0.64	San Bernardino
2018	Day Creek Villas	94	66	0.70	Rancho Cucamonga
2018	Day Creek Villas II	140	98	0.70	Rancho Cucamonga

Furthermore, State Density Bonus Law in California allows lower vehicular parking standards if one hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit, are for lower income households (as defined by Section 50079.5 of the Health and Safety Code). If the development is a for-rent housing development for individuals 55 years of age or older that complies with Sections 51.2 and 51.3 of the Civil Code

WAKELAND
HOUSING & DEVELOPMENT CORPORATION

and is within one-half mile of a fixed bus route service that operates at least eight times per day, the Law indicates a city or county shall not impose any vehicular parking standards.

In conclusion, the Highland Senior Apartment site is located within a short four-minute walk to a bus stop on Baseline that provides access to community amenities that are not already readily walkable from the site. Providing fewer paved parking spaces on the site allows for more green space and recreation areas on-site and directs public dollars to be spent on items that will benefit the health and well-being of the residents of the community rather than hardscape for vehicles. Encouraging public transportation ridership reduces greenhouse gas emissions and meets local and regional planning goals in the City of Highland and County of San Bernardino. Other senior projects built throughout the County have successfully operated with fewer parking spaces at approximately the same parking to residential unit ratio being requested at Highland Senior Apartments. For all these reasons, Wakeland Housing and Development Corporation respectfully requests to build 68 parking spaces for Highland Senior Apartments.

Respectfully Submitted,
Wakeland Housing and Development Corporation

Kim Duran

Kim Duran
Senior Project Manager

Dated: April 26, 2023